

Council Meeting
November 20, 2007

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

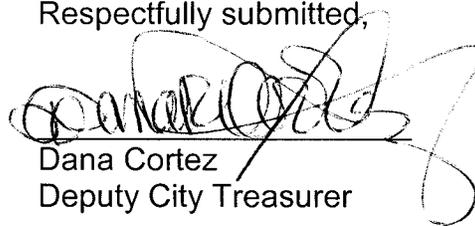
Members of the Council:

SUBJECT: Supplemental Material to Agenda Item 8 I

RECOMMENDATION

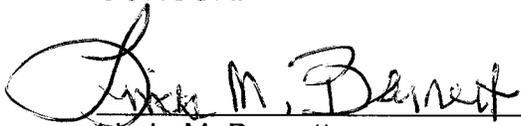
This supplement is to correct Article 3 –section A paragraph 1 on item 8 I, City of Inglewood Parking Citation Management Services contract, to reflect the correct adjustment date from July 1, 2009 to no sooner than October 31, 2009. This change was made to concur with the written agreement made with the City of Inglewood that we would have price lock for two full years. Hence, the revised contract is attached.

Respectfully submitted,

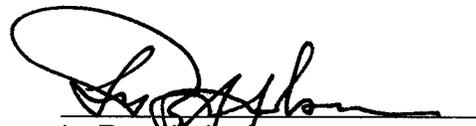


Dana Cortez
Deputy City Treasurer

CONCUR:



Linda M. Barnett
City Treasurer



LeRoy V. Jackson
City Manager

Attachment:

- 1. Revised Agreement

1 3. Coordinate client group meetings and conferences

2 4. Management consulting services

3 5. Expedited purchasing of services and equipment

4 **ARTICLE 2 – CLIENT AGENCY’S DUTIES**

5 The Client Agency agrees to the following obligations:

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

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

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

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

15 **ARTICLE 3 – SERVICES AND COMPENSATION**

16 **A. Citation Services**

17 1. Citation Processing Fees

18 The Client Agency agrees to pay Inglewood for its citation handling services the fees
19 described in Exhibit “A” for all services they select to purchase. Inglewood’s current
20 rates, as set forth in Exhibit “A”, are subject to an annual adjustment. The citation
21 processing fees, including but not limited to those set forth in Exhibits “A”, may be
22 adjusted each contract year based on the annual percentage change in the Los
23 Angeles\Long Beach Consumer Price Index (CPI), as identified each June 1. A
24 contract year is 12 months from the effective date of this service agreement and each
25 12 months thereafter. The annual adjustment shall not exceed (three and one half
26 percent) 3.5% in any one contract year. The annual adjustment to the citation
27 processing fees shall be implemented no sooner than October 31, 2009 and is
28 applicable for each contract year thereafter during the term of this agreement.

1 2. Notice Processing and Mailing Fees

2 The Client Agency agrees to pay Inglewood the fees set forth in Exhibits "A" for
3 optional printing and mailing of notice letters and postcards. These rates include the
4 then current U.S. first class postage rate charge for each letter or postcard.

5 3. Internet Payment Service

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

10 4. Integrated Voice Response Payment System (IVR)

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

15 5. Other Citation Processing Services

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

20 6. Equipment, Services and Supplies

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

26 7. Delinquent Citation Collection Services

27 Inglewood provides optional secondary collection services, including tax offset lien
28 filing services with the State of California Franchise Tax Board (FTB), for collection of

1 delinquent citations. The cost of this service is dependent on volume and scope of
2 services. The process that will be used to collect the outstanding and delinquent
3 citations will be mutual agreed upon by Inglewood, the client agency and the contract
4 collection company selected by Inglewood. Policies and procedures to optimize
5 collections in a cost effective manner will be prepared by Inglewood and its contract
6 collection company and approved by the client agency if this optional service is
7 selected. The categories of service and fees are included in Exhibit "C" of this
8 agreement.

9 8. Invoicing and payment of Fees for Services

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

15 **ARTICLE 4 - CONFIDENTIALITY OF DOCUMENTS**

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

21 **ARTICLE 5 - SECURITY OF DMV DATA**

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

1 A. Information Use

2 1. The Client Agency requesting Department of Motor Vehicles information
3 ("Requester") shall not use such records and information for any purpose except that
4 which has been approved by the California Department of Motor Vehicles ("DMV").

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

8 B. General Security Requirements

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

13 2. Requester shall ensure compliance with all the security provisions of this
14 agreement. If fraud or abuse is suspected or confirmed, Requester shall notify the
15 DMV's Information Services Branch-Policy Development Unit, by telephone, at (916)
16 657-5583 within (1) one business day. A written notification containing all facts known
17 to the Requester shall be prepared by the Requester within three (3) business days
18 and mailed to the Department at the following address:

19 Department of Motor Vehicles

20 Information Services Branch Policy Development Unit- H225

21 P.O. Box 924890

22 Sacramento, CA 94290-0001

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

1 City of Inglewood
2 City Clerk
3 One Manchester Boulevard
4 Inglewood, CA 90301-1750

5 With a copy to:

6 Dean Viereck, Enterprise Services Manager
7 City of Inglewood
8 One Manchester Boulevard
9 Inglewood, CA 90301-1750

10 B. Client Agency

11 Dana Cortez, Deputy Treasurer
12 City of Torrance
13 3031 Torrance Blvd
14 Torrance, CA 90509

15 **ARTICLE 7 – TERM**

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

22 **ARTICLE 8 – INDEMNIFICATION**

23 A. Neither Client Agency nor any officer or employee of the Client Agency shall be
24 responsible for any damage or liability occurring by reason of anything done or omitted
25 to be done by Inglewood under or in connection with any work, authority or jurisdiction
26 delegated to Inglewood under this agreement. It is also understood and agreed that,
27 pursuant to California Government Code Sections 895 through 895.8, Inglewood shall
28

1 fully indemnify, defend and hold harmless Client Agency from any liability imposed for
2 injury, as defined by California Government Code Section 810.8, occurring by
3 reason of anything done or omitted to be done by Inglewood under or in connection
4 with any work, authority or jurisdiction delegated to Inglewood under this agreement.

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

15 **ARTICLE 9- LIMITATION OF LIABILITY**

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

25 **ARTICLE 10 – MODIFICATIONS**

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

28 **ARTICLE 11 – MISCELLANEOUS**

1 The parties waive any benefits from the principles of contra proferens and interpreting
2 ambiguities against drafters. No party shall be deemed to be the drafter of this
3 agreement, or of any particular provision or provisions, and no part of this agreement
4 shall be construed against any party on the basis that the particular party is the drafter
5 of any part of this agreement. This agreement may be executed in counterparts, and
6 when each party hereto has signed and delivered at least one such counterpart, each
7 counterpart shall be deemed an original and, when taken together with the other
8 signed counterparts, shall constitute one agreement, which shall be binding upon and
9 effective as to all parties hereto. Article titles, paragraph titles or captions contained
10 herein are inserted as a matter of convenience and for reference, and in no way
11 define, limit, extend, or describe the scope of this agreement or any provision hereof.

12 **ARTICLE 12 – SEVERABILITY**

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

21 **ARTICLE 13 - GOVERNING LAW; VENUE**

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

28 **ARTICLE 14 - ENTIRE AGREEMENT**

1 This agreement, including any exhibits attached hereto, is the entire, complete, final
2 and exclusive expression of the parties' intent, with respect to the matters addressed
3 herein and supersedes all other agreements or understandings, whether oral or
4 written, or entered into between Inglewood and Client Agency prior to the execution of
5 this agreement. In the event of any conflict between the terms, conditions and
6 provisions of this agreement and any other such agreement, document or instrument,
7 the terms, conditions and provisions of this agreement shall prevail. No statements,
8 representations or other agreements, whether oral or written, made by any party which
9 are not embodied herein shall be valid and binding unless in writing duly executed by
10 the parties or their authorized representatives.

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

13 CITY OF INGLEWOOD

CITY OF TORRANCE

14 _____
15 INSERT NAME

16 MAYOR

MAYOR

17 ATTEST:

ATTEST:

18 _____
19 YVONNE HORTON

20 CITY CLERK

NAME
CITY CLERK

21 APPROVED AS TO FORM:

APPROVED AS TO FORM:

22 _____
23 CAL SAUNDERS

24 CITY ATTORNEY

NAME
CITY ATTORNEY

EXHIBIT A
SERVICES AND COMPENSATION

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

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

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

18 **NOTES**

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

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

8 4. Lockbox payment processing is an optional service with charges based on citation
9 payments processed. Funds collected will be deposited to a Client Agency designated
10 bank account or mailed to the Client Agency based on mutual agreement of the
11 preferred method. The Client Agency is responsible to notify Inglewood if a NSF check
12 situation occurs and they wish to reinstate the amount due, plus any NSF fee they wish
13 to impose. The client agency has the option to request a charge to customers be added
14 to the amount due for the citation.

15 5. Payment exception processing services relates to Lockbox payment processing
16 services with charges based on actual transactions processed. The notice letter fee
17 applies when a letter to customer is required.

18 6. The ICMS fee of \$2.68 per transaction for Internet and IVR payment processing
19 includes system use, telephone usage charges and charges for merchant service fees,
20 bank charges and credit card discount fees. Net proceeds will be transferred to the
21 Client Agency's designated bank account or paid on agreed upon scheduled.

22 7. If the client agency designates a credit card merchant account and a bank account, the
23 ICMS web and IVR payment fee is \$1.06 per transaction for Internet and IVR payment
24 processing, which includes system use and telephone usage. The Client Agency is
25 responsible for credit card merchant service fees, bank charges and discount fees. Net
26 proceeds will be transferred to the Client Agency's designated bank account or paid on
27 agreed upon schedule.

28 8. Costs to ICMS for obtaining out of state registered owner information will be billed

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

- 2 9. Three levels of optional delinquent account secondary collection services are available.
3 Client agencies have the option of adopting collection fee charged to customer to offset
4 collection costs. Details on these services and rates are available in Exhibit C of this
5 agreement.
- 6 10. ICMS offers Client Agencies the option to use discounts price schedule for equipment,
7 supplies and services. The equipment, supplies and services can be quoted by the
8 ICMS contractor Professional Account Management LLC (Duncan Solutions). Duncan
9 Solutions may offer Client Agencies flexible financing terms including monthly lease-
10 purchase pricing Prices will vary bases on number of devices, equipment
11 configuration, peripherals, sales tax rate, length of agreement, shipping costs,
12 installation costs, extended warranty cost and technical support requirements. A
13 confirming purchase order needs to be issued by the Client Agency to confirm terms,
14 pricing and services.
- 15 11. The Client agency is billed for the cost of system customization, such as building
16 cashiering interface, at the custom programming hourly rate with no additional
17 administrative fee. All customization or special one-time services must be documented
18 in writing with a work order and cost estimate prior to initiating the work. All reasonable
19 out of pocket expenses and travel expenses related to this service will be reimbursed by
20 the client agency upon submittal of receipts.
- 21 12. The AutoPROCESS includes capability to issue and track parking permits. Use of this
22 module is available at no additional cost. If the client Agency wishes to outsource the
23 fulfillment of parking permits and processing of payments, ICMS can provide a proposal
24 for these services, including purchasing of permit stock.
- 25 13. ICMS citation processing and customer service fees are subject to an annual COLA
26 increase based on LA-Long Beach Consumer price index, with a not to exceed
27 limitation of 3.5% per year. The first year a COLA can be applied is as of July 1, 2009
28 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

1	USB Charger (6 bays) Annual Maintenance	\$50.00	\$45.00
2	Single User Charger Adapter	\$50.00	\$45.00
3	a. Must order cigarette lighter power cord or		
4	single unit charger AC power source)		
5	b. Must specify type, X3 Lithium Ion, X3 or S3		
6	NiCad, etc.		
7	Cigarette Lighter Power Cord (X3, Se, or	\$30.00	\$27.00
8	older)		
9	Single Unit AC Power Source (X3, S3, or	\$50.00	\$45.00
10	older)		
11	Charger (serial/NiCad) - Power Master 4-port	\$700.00	\$630.00
12	Charger (serial/NiCad) - Slave 4-port	\$500.00	\$450.00
13	(Future models will be provided at the same		
14	discount rate)		
15	AutoCITE Maintenance		
16	X3 (Base)	\$400.00	\$400.00
17	IR only (additive)	\$25.00	\$25.00
18	Mag-Strip Reader (additive)	\$50.00	\$50.00
19	Digital Camera Including IR Transceiver	\$50.00	\$50.00
20	(additive)		
21	1D Bar Code Reader (additive)	\$100.00	\$100.00
22	2D Bar Code Reader (additive)	\$100.00	\$100.00
23	GPRS Modem (additive)	\$100.00	\$100.00
24	AutoISSUE Modules		
25	Parking Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
26	a. Includes Task Group Manager & Scheduler		
27	Traffic Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
28	a. Includes Task Group Mgr & Scheduler+A73		

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

1	Voice Recordings	To Be	To Be
2		Added	Added
3	Digital Imaging System	To Be	To Be
4		Added	Added
5	1D Bar Code Reading (intended for Parking)	To Be	To Be
6		Added	Added
7	IrDA Interface for Multi-Space Meters -	\$2,000.00	\$1,800.00
8	SneakerNET		
9	Any interface to other systems	Based on quote	
10	AutoISSUE Maintenance		
11	Parking Citation Issuance (.NET version)	\$600.00	\$600.00
12	Traffic Citation Issuance (.NET version)	\$600.00	\$600.00
13	Municipal Citation Issuance (.NET version)	\$600.00	\$600.00
14	AutoTRAX 2.0 - for Single-Space Meters	\$600.00	\$600.00
15	ACDI Wireless Communication	\$600.00	\$600.00
16	Public Contacts	\$400.00	\$400.00
17	Transit Violations	\$400.00	\$400.00
18	Code Enforcement	\$600.00	\$600.00
19	Abandoned Vehicles	\$400.00	\$400.00
20	Animal Violations (Australia only)	\$400.00	\$400.00
21	Warnings Tracking	\$200.00	\$200.00
22	Habitual Offender Escalation	\$800.00	\$800.00
23	Multi-Space Meters		
24	Duncan Pay by Space Meters		
25	VM Meter - Steel, powder-coated	\$3,200.00	\$2,880.00
26	VS Meter - Stainless Steel, powder-coated	\$4,100.00	\$3,690.00
27	VS Meter - Stainless Steel, natural finish	\$4,700.00	\$4,230.00
28	(Future models will be provided at the same		

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

1	Duncan Multispace Miscellaneous		
2	Fascia (Rate Card) Creation (Per Rate Card)	\$15.00	\$13.50
3	Fascia (Rate Card) Design Modification Fee	\$50.00	\$45.00
4	Space Numbers (Stamarks)	\$17.00	\$15.30
5	3M Premium Adhesive Primer	\$65.00	\$ 58.50
6	Space Markers	\$39.00	\$35.10
7	Decorative Space Marker Sleeves	\$7.00	\$6.30
8	Intelligent Cash Box Reader Station	\$1,335.00	\$1,201.50
9	Technician's Infra-Red ID Key	\$285.00	\$256.50
10	mPARK Establishment (per Meter)	\$50.00	\$50.00
11	mPARK Access Fee (per Meter/per Month)	\$4.00	\$4.00
12	mPARK Transaction Fee (per transaction) -	Greater	Greater 6% or
13	City fee	6% or	\$0.15 per txn
14		\$0.15 per	
15		txn	
16	mPARK Service Fee (per transaction) -	\$0.20	\$0.20
17	Motorist fee		
18	Credit Card Processing Gateway (per	Volume dependent	
19	transaction)		
20	(Future models will be provided at the same		
21	discount rate)		
22	AutoTRAX (Multispace Meter Mgt System)		
23	Access & Communication (per Meter/per	\$30.00	\$27.00
24	Month) may vary depending on length of		
25	contract and current 3rd party service provider		
26	pricing		
27	Multi-space Maintenance Fees		
28	Annual Support Fee (Per meter per year)	\$50.00	\$50.00

1	Single-Space Meters		
2	Duncan Meter Products		
3	EAGLE STANDARD, NO CASHKEY	\$149.95	\$134.96
4	RECEPTACLE		
5	EAGLE CASHKEY	\$174.95	\$157.46
6	EAGLE FT	\$174.95	\$157.46
7	EAGLE 2100 (WITH CARD READER)	\$184.95	\$166.46
8	EAGLE 2100 (W/O CARD READER)	\$174.95	\$157.46
9	REMAN EAGLE WITHOUT CASHKEY	\$125.75	\$113.18
10	REMAN EAGLE WITH CASHKEY	\$131.25	\$118.13
11	REMAN EAGLE 2000	\$131.25	\$118.13
12	MECHANICAL MECHANISM ONLY	\$120.75	\$108.68
13	Duncan Housing Products		
14	MODEL 60 DUPLEX HOUSING COMPLETE	\$249.00	\$224.10
15	MODEL 60 DUPLEX LOWER HOUSING	\$136.00	\$122.40
16	ONLY		
17	MODEL 76 SINGLE HOUSING COMPLETE	\$151.00	\$135.90
18	MODEL 76 SINGLE LOWER HOUSING	\$94.00	\$84.60
19	ONLY		
20	MODEL 76 DUPLEX HOUSING COMPLETE	\$266.00	\$239.40
21	MODEL 76 DUPLEX LOWER HOUSING	\$157.00	\$141.30
22	ONLY		
23	MODEL 70 VIP SINGLE HOUSING	\$168.00	\$151.20
24	COMPLETE		
25	MODEL 70 VIP LOWER HOUSING ONLY	\$113.00	\$101.70
26	MODEL 80 VIP SINGLE HOUSING	\$252.00	\$226.80
27	COMPLETE		
28	MODEL 80 VIP LOWER HOUSING ONLY	\$126.00	\$113.40

1	MODEL 90 VIP SINGLE HOUSING	\$199.00	\$179.10
2	COMPLETE		
3	MODEL 90 VIP LOWER HOUSING ONLY	\$141.00	\$126.90
4	MODEL 90 VIP DUPLEX HOUSING	\$338.00	\$304.20
5	COMPLETE		
6	MODEL 90 VIP DUPLEX LOWER HOUSING	\$236.00	\$212.40
7	ONLY		
8	MODEL 95 VIP SINGLE HOUSING	\$274.00	\$246.60
9	COMPLETE		
10	MODEL 95 VIP SINGLE LOWER HOUSING	\$143.00	\$128.70
11	ONLY		
12	MODEL 95 VIP DUPLEX HOUSING	\$489.00	\$440.10
13	COMPLETE		
14	MODEL 95 VIP DUPLEX LOWER HOUSING	\$248.00	\$223.20
15	ONLY		
16	MODEL 2000 HOUSING COMPLETE	\$314.00	\$282.60
17	MECH HOUSING (60/70/76/90), UPPER	\$58.00	\$52.20
18	MECH HOUSING (80/95), UPPER	\$133.00	\$119.70
19	MODEL 80C VIP SINGLE HOUSING	\$209.00	\$188.10
20	COMPLETE		
21	REMAN 60 SINGLE HOUSING COMPLETE	\$78.75	\$70.88
22	REMAN 60 DUPLEX HOUSING COMPLETE	\$147.00	\$132.30
23	REMAN 60 DUPLEX LOWER HOUSING	\$63.00	\$56.70
24	ONLY		
25	REMAN 76 SINGLE HOUSING	\$94.50	\$85.05
26	REMAN 76 SINGLE LOWER HOUSING	\$52.50	\$47.25
27	ONLY		
28	REMAN 76 DUPLEX HOUSING COMPLETE	\$162.75	\$146.48

1	REMAN 76 DUPLEX LOWER HOUSING	\$78.75	\$70.88
2	ONLY		
3	REMAN 70 SINGLE HOUSING COMPLETE	\$126.00	\$113.40
4	REMAN 70 SINGLE LOWER HOUSING	\$84.00	\$75.60
5	ONLY		
6	REMAN 80 SINGLE HOUSING COMPLETE	\$183.75	\$165.38
7	REMAN 90 SINGLE HOUSING COMPLETE	\$152.25	\$137.03
8	REMAN 90 DUPLEX HOUSING COMPLETE	\$254.00	\$228.60
9	REMAN 95 SINGLE HOUSING COMPLETE	\$215.25	\$193.73
10	REMAN 95 DUPLEX HOUSING COMPLETE	\$367.50	\$330.75
11	<i>AutoPROCESS Cashiering Equipment/</i>		
12	<i>AutoPROCESS Cashiering Equipment</i>		
13	POS Cash Register System (PC, Display	\$2,850.00	\$2,850.00
14	Pole, Cash Drawer, Credit Card Reader,		
15	Receipt Endorsement Printer)		
16	POS Cash Register System Annual	\$780.00	\$780.00
17	Maintenance		
18	Laser Printer with USB Cable	\$325.00	\$325.00
19	Cashiering Barcode Reader	\$250.00	\$250.00
20	<i>AutoPROCESS</i>		
21	<i>Programming/Customization/Interfaces</i>		
22	Labor per hr. (plus travel costs and expenses)	\$100.00	\$100.00

23 **NOTES**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 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.

1 **EXHIBIT C**

2 **Collection Services Fee Schedule**

Category / Scope	Rates to ICMS Client
Level 1 FTB "Limited" Service	
<p>3 Services are limited to FTB lien processing and include: 4 create list of eligible violations, combining plates, obtain 5 Social Security #s, skip trace, create generic FTB notice 6 letters, send FTB letter and file liens. The Client Agency is 7 responsible for customer calls and payment processing 8 generated by pre-intercept notices. The collection process 9 starts at assignment citation, typically 120 days unpaid.</p>	<p>15% of FTB collections plus \$2.50 per "plate" assigned to FTB Process</p>
Level 2 FTB "Full-Service"	
<p>13 Services are limited to FTB lien processing and include: 14 create list of eligible violations, combining plates, obtain 15 Social Security #s, skip trace, FTB Pre-Intercept notice on 16 LES letterhead. Full service also includes customer 17 service call center for violator calls, lockbox payment 18 processing, handling disputes and refunds. Full service 19 includes payment of all FTB filing fee and research costs.</p>	<p>a) ICMS clients <100K citations per year - 35% of collections b) ICMS clients >100K citations/year - 30% of collections</p>
Level 3 Comprehensive Secondary Collection Services	
<p>21 The collection process starts at assignment citation, 22 typically 120 days unpaid. Citations transition to DMV 23 liens and FTB tax intercept filings via collection agency. 24 Provides all services under Level 2 FTB "Full-Service" plus 25 full secondary collections with calls, letters and other 26 efforts locate responsible party and collect citation fees 27 and penalties.</p>	<p>a) ICMS clients <100K citations per year - 35% of collections b) ICMS clients >100K citations/year - 30% of collections</p>

28 See notes for additional detail on services and billing rates.

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