

- 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 City of Soledad 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 of
- 8 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" and Exhibit "B", are subject to an annual adjustment.

21 The citation processing fees, including but not limited to those set forth in Exhibits "A"
22 and "B", shall be adjusted July 1st of each year based on the annual percentage
23 change in the Los Angeles\Long Beach Consumer Price Index (CPI), as identified
24 each June 1. The annual adjustment shall not exceed (three and one half percent)
25 3.5% in any one year. The annual adjustment to the citation processing fees shall
26 commence July 1, 2009 and shall be applicable for each year thereafter during the
27 term of this agreement.

28 2. Notice Processing and Mailing Fees

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

4 3. Internet Payment Service

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

9 4. Integrated Voice Response Payment System (IVR)

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

14 5. Other Services

15 The scope of services available to Client Agencies is provided in Exhibit "B" of this
16 agreement. Technical and operational details have been provided to the Client
17 Agency in Program Overview documents. Exhibit "C" provides optional equipment,
18 supplies and services that can also be purchased by Client Agencies by issuing a
19 separate confirming purchase order.

20 6. Delinquent Citation Collection Services

21 Inglewood provides collection services, including tax offset lien filing services with the
22 State of California Franchise Tax Board (FTB), for collection of delinquent citations.
23 The cost of this service is included in the fixed fee prices. The process that will be
24 used to collect the outstanding and delinquent citations will be managed by the
25 Inglewood to optimize collections in a cost effective manner.

26 7. Invoicing

27 Fees for services will be billed to client on a monthly basis or deducted from citation
28 revenues collected based on mutual agreement between client agency and Inglewood.

1 Documentation of the revenue collected and fees incurred will be prepared by
2 Inglewood and submitted to the Client Agency on a monthly basis. Invoices shall be
3 paid by Client Agencies within (30) thirty days of receipt.

4 **ARTICLE 4 - CONFIDENTIALITY OF DOCUMENTS**

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

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

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

18 **A. Information Use**

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

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

25 **B. General Security Requirements**

26 1. Requester shall maintain the security and integrity of the information it
27 receives from DMV. A violation of any provision of the agreement, whether by
28 omission or commission, shall be grounds for action by the DMV and may result

1 in suspension or termination of service to requester.

2 2. Requester shall ensure compliance with all the security provisions of this
3 agreement. If fraud or abuse is suspected or confirmed, Requester shall notify the
4 DMV's Information Services Branch-Policy Development Unit, by telephone, at (916)
5 657-5583 within (1) one business day. A written notification containing all facts known
6 to the Requester shall be prepared by the Requester within three (3) business days
7 and mailed to the Department at the following address:

8 Department of Motor Vehicles

9 Information Services Branch Policy Development Unit- H225

10 P.O. Box 924890

11 Sacramento, CA 94290-0001

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

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19 operational manuals to persons who have signed an Employee Security Statement
20 (INF 1128).

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

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

27 7. Video terminals, printers, hardcopy printouts, or any other form of
28 duplication of DMV approved records that are located in public access areas shall

1 be placed so that the records shall not be viewed by the public or other unauthorized
2 persons.

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

8 9. Other than to a DMV approved vendor or agent, Requester shall not disclose
9 its DMV assigned requester code, either orally or in writing, to anyone who is not in the
10 direct employ of Requester or who has not signed the Employee Security Statement
11 (INF 1128).

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

15 **ARTICLE 6 – NOTICES**

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

19 A. City of Inglewood
20 City of Inglewood
21 City Clerk
22 One Manchester Boulevard
23 Inglewood, CA 90301-1750

24 With a copy to:

25 Dean Viereck, Enterprise Services Manager
26 City of Inglewood
27 One Manchester Boulevard
28 Inglewood, CA 90301-1750

1 B. Client Agency
2 City of Soledad
3 Jamie Fernandez, Lieutenant
4 236 Main St.
5 Soledad, CA 93960

6 **ARTICLE 7 – TERM**

7 This agreement to remain in effect from October 1, 2007 through September 30, 2010
8 (Three year term), with an option for two (2) additional one year extensions. Either
9 party may terminate this agreement by providing one hundred twenty (120) day written
10 notification. Upon termination, Inglewood agrees to provide the Client Agency with their
11 citation history data files necessary to service its citations in a computer readable form.

12 **ARTICLE 8 – INDEMNIFICATION**

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

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

1 by reason of anything done or omitted to be done by the Client Agency under or in
2 connection with any work, authority or jurisdiction delegated to Inglewood under this
3 agreement.

4 **ARTICLE 9- LIMITATION OF LIABILITY**

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

14 **ARTICLE 10 – MODIFICATIONS**

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

17 **ARTICLE 11 – MISCELLANEOUS**

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

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

1 describe the scope of this agreement or any provision hereof.

2 **ARTICLE 12 – SEVERABILITY**

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

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

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

18 **ARTICLE 14 - ENTIRE AGREEMENT**

19 This agreement, including any exhibits attached hereto, is the entire, complete, final
20 and exclusive expression of the parties' intent, with respect to the matters addressed
21 herein and supersedes all other agreements or understandings, whether oral or
22 written, or entered into between Inglewood and Client Agency prior to the execution of
23 this agreement. In the event of any conflict between the terms, conditions and
24 provisions of this agreement and any other such agreement, document or instrument,
25 the terms, conditions and provisions of this agreement shall prevail. No statements,
26 representations or other agreements, whether oral or written, made by any
27 party which are not embodied herein shall be valid and binding unless in writing duly
28 executed by the parties or their authorized representatives.

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

3 CITY OF INGLEWOOD

4 _____

5
6 MAYOR

7 ATTEST:

8 _____

9 Yvonne Horton

10 CITY CLERK

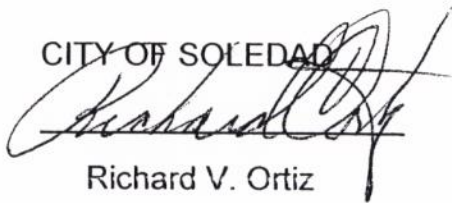
11 APPROVED AS TO FORM:

12 _____

13 Cal Saunders

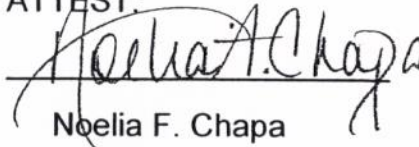
14 CITY ATTORNEY

CITY OF SOLEDAD


Richard V. Ortiz

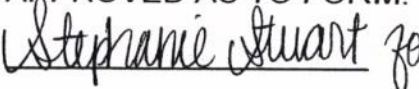
MAYOR

ATTEST:


Noelia F. Chapa

CITY CLERK

APPROVED AS TO FORM:



Michael F. Rodriguez

CITY ATTORNEY

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1 transaction will be charged to payee to recover this cost.

2 F. Service fees are subject to an annual COLA increase based on LA-Long
3 Beach Consumer price index, with a not to exceed limitation of 3.5% per
4 year. A COLA increase can not be implemented prior to July 1, 2009 and
5 annually thereafter.

6 G. The Client Agency and Inglewood will develop a policies and procedure
7 manual (P&P Manual) to describe the operating procedures that will be
8 followed in providing citation management services. The P&P Manual shall
9 be updated by Inglewood during the term of this agreement to reflect the
10 current procedures used by Inglewood or it's contractors to provide this
11 service to the client agency.

12 H. Exhibit "B" of the agreement lists the services provided by Inglewood to
13 Client Agencies.

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EXHIBIT B

1			
2	Client: City of Soledad		
3	Fees based on when citation is paid		Services
4		Rates (12)	Selected
5	Citation Processing		
6	Citation Processing (1) – Paid prior to notice	\$1.65	YES
7	Citation Processing (1) – Paid after notice is issued	\$8.00	YES
8	Citation Processing (1) – Paid after DMV Lien	\$12.50	YES
9	Customer Services		
10	Manual Citation Imaging/Data Entry	Included	YES
11	Postage, printing & handling - Postcard Type Notice (2)	Included	YES
12	Postage, printing & handling - Postcard Type Delq. Notice (2)	Included	YES
13	Postage, printing & handling - Letter Type Notice (2)	Included	YES
14	Postage, printing & handling - Letter Type Delq. Notice (2)	Included	YES
15	Customer Service - per citation entered (3)	Included	YES
16	Administrative Support - per citation entered (3)	Included	YES
17	Lockbox Processing - per payment processed (4)	Included	YES
18	Payment Exception Processing (5)	Included	YES
19	Phone Payments - Duncan Merchant Acct (6)	\$3.00	YES
20	Phone Payments - Client's Merchant Acct (7)	N/A	NO
21	Internet Payments - Duncan Merchant Acct (6)	\$3.00	NO
22	Internet Payments - Client's Merchant Acct (7)	N/A	NO
23	Telephone toll charges	Included	YES
24	In-state registration information (8)	No Charge	YES
25	Out-of-State registration information (8)	Included	YES
26	Collection Services		
27	FTB "Limited" Service (9)	15% + \$2.50	YES
28	FTB Full-Service (9)	35%	NO

1	Comprehensive Secondary Collection Services (9)	35%	NO
2	Optional Equipment and Supplies		
3	Handheld Citation Writer - AutoCite No Camera	10% discount	NO
4	Handheld Citation Writer - AutoCite With Camera	10% discount	NO
5	Automated Citation and Envelope Stock (excl. shipping)	\$0.16	NO
6	Cashier Module Equipment and Customization (10)	Quote	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) (10)	\$110/hour	NO
11	Parking Permit Fulfillment (11)	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 written
17 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 when the customer pays the citation.

21 (2) Rates for notice printing and mailing include postage at the current prevailing rate.

22 This service fee will be adjusted to offset any increase in the standard U.S. first class postage
23 rate in the future. Client agencies will be notified of postal rate changes and the impact on
24 service fees for letter and post card notices as they occur.

25 (3) Customer service is included in the citation fee charges. The Client Agency will receive the
26 Administrative Support level. This includes: Call Center services including a toll free number
27 for violators to call with citation inquiries and answering and resolution of calls received at said
28 toll free number, interactive Voice Response service for citation inquiry and answers to FAQ's,

1 correspondence services including processing of all in-bound correspondence from customers,
2 scheduling of Administrative Review and Hearing requests and resolution of, administrative
3 Reviews when required and online Forms for customers' correspondence.

4 (4) Lockbox payment processing is included in fixed fee and includes mail handling, imaging of
5 payment, data entry of payment and allocation of payment to correct outstanding citations).

6 Funds collected will be deposited to a client designated bank account or mailed to Client
7 Agency. The Client agency is responsible to notify ICMS if a NSF check situation occurs and
8 they wish to reinstate the amount due, plus any NSF fee they wish to impose. The Client
9 Agency will incur a second processing charge for reinstated citations. The client agency has
10 the option to request a charge to customers be added to the amount due for the citation.

11 (5) Payment exception processing charge is included in the fixed fee for processing citations.

12 (6) The ICMS fee of \$3.00 per transaction for Internet and IVR payment processing includes
13 system use, telephone usage charges and charges for merchant service fees, bank charges
14 and credit card discount fees. Net proceeds will be transferred to the Client Agency's
15 designated bank account or paid on agreed upon scheduled.

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

22 (8) Costs to ICMS for obtaining DMV registered owner information is billed to client agencies.
23 The charges for out-of-state registered owners' data requests vary from State to State and
24 ranges from \$.98 to \$4.50 per transaction. This cost is included in the fixed fee for processing
25 citations.

26 (9) Three levels of delinquent account collection services are available. Client agencies have
27 the option of adopting collection fee charged to customer to offset collection costs.

28 (10) The Client agency is billed for the cost of system customization, such as building

1 cashiering interface, at the custom programming hourly rate with no additional administrative
2 fee. All customization or special one-time services must be documented in writing with a work
3 order and cost estimate prior to initiating the work. All reasonable out of pocket expenses and
4 travel expenses related to this service will be reimbursed by the client agency upon submittal of
5 receipts.

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

10 (12) ICMS citation processing and customer service fees are subject to an annual COLA
11 increase based on LA-Long Beach Consumer price index, with a not to exceed limitation of
12 3.5% per year. The first year a COLA can be applied is as of July 1, 2009 and each July 1st
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26 1. Requester shall maintain the security and integrity of the information it
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7 and mailed to the Department at the following address:

8 Department of Motor Vehicles

9 Information Services Branch Policy Development Unit- H225

10 P.O. Box 924890

11 Sacramento, CA 94290-0001

12 3. Requester shall require the system administrator and every employee having
13 direct or incidental access to Department records to sign a copy of the Employee
14 Security Statement (INF 1128), upon initial authorization for access to Department
15 records and annually thereafter. A copy of the Requester's signed statement shall be
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18 4. Requester shall restrict the use and knowledge of requester codes and
19 operational manuals to persons who have signed an Employee Security Statement
20 (INF 1128).

21 5. Requester shall maintain a current list of names of persons authorized to
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23 6. Access terminals and modems shall not be unattended while in active
24 session unless secured by a locking device that prevents entry or receipt of
25 information, or are placed in a locked room that is not accessible to unauthorized
26 persons.

27 7. Video terminals, printers, hardcopy printouts, or any other form of
28 duplication of DMV approved records that are located in public access areas shall

1 be placed so that the records shall not be viewed by the public or other unauthorized
2 persons.

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

8 9. Other than to a DMV approved vendor or agent, Requester shall not disclose
9 its DMV assigned requester code, either orally or in writing, to anyone who is not in the
10 direct employ of Requester or who has not signed the Employee Security Statement
11 (INF 1128).

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

15 **ARTICLE 6 – NOTICES**

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

19 A. City of Inglewood
20 City of Inglewood
21 City Clerk
22 One Manchester Boulevard
23 Inglewood, CA 90301-1750

24 With a copy to:

25 Dean Viereck, Enterprise Services Manager
26 City of Inglewood
27 One Manchester Boulevard
28 Inglewood, CA 90301-1750

1 B. Client Agency

2 City of Soledad

3 Jamie Fernandez, Lieutenant

4 236 Main St.

5 Soledad, CA 93960

6 **ARTICLE 7 – TERM**

7 This agreement to remain in effect from October 1, 2007 through September 30, 2010
8 (Three year term), with an option for two (2) additional one year extensions. Either
9 party may terminate this agreement by providing one hundred twenty (120) day written
10 notification. Upon termination, Inglewood agrees to provide the Client Agency with their
11 citation history data files necessary to service its citations in a computer readable form.

12 **ARTICLE 8 – INDEMNIFICATION**

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

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

1 by reason of anything done or omitted to be done by the Client Agency under or in
2 connection with any work, authority or jurisdiction delegated to Inglewood under this
3 agreement.

4 **ARTICLE 9- LIMITATION OF LIABILITY**

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

14 **ARTICLE 10 – MODIFICATIONS**

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

17 **ARTICLE 11 – MISCELLANEOUS**

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

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

1 describe the scope of this agreement or any provision hereof.

2 **ARTICLE 12 – SEVERABILITY**

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

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

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

18 **ARTICLE 14 - ENTIRE AGREEMENT**

19 This agreement, including any exhibits attached hereto, is the entire, complete, final
20 and exclusive expression of the parties' intent, with respect to the matters addressed
21 herein and supersedes all other agreements or understandings, whether oral or
22 written, or entered into between Inglewood and Client Agency prior to the execution of
23 this agreement. In the event of any conflict between the terms, conditions and
24 provisions of this agreement and any other such agreement, document or instrument,
25 the terms, conditions and provisions of this agreement shall prevail. No statements,
26 representations or other agreements, whether oral or written, made by any
27 party which are not embodied herein shall be valid and binding unless in writing duly
28 executed by the parties or their authorized representatives.

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

CITY OF INGLEWOOD

MAYOR

ATTEST:

Yvonne Horton

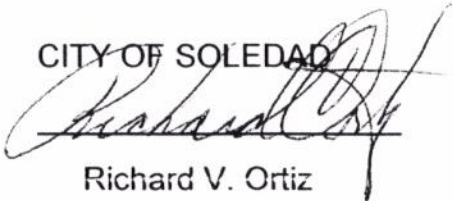
CITY CLERK

APPROVED AS TO FORM:

Cal Saunders

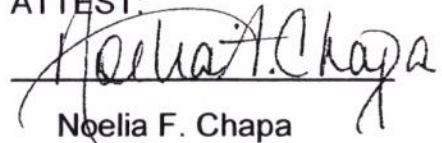
CITY ATTORNEY

CITY OF SOLEDAD


Richard V. Ortiz

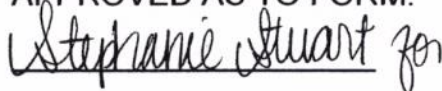
MAYOR

ATTEST:


Noelia F. Chapa

CITY CLERK

APPROVED AS TO FORM:



Michael F. Rodriguez

CITY ATTORNEY

1 transaction will be charged to payee to recover this cost.

2 F. Service fees are subject to an annual COLA increase based on LA-Long
3 Beach Consumer price index, with a not to exceed limitation of 3.5% per
4 year. A COLA increase can not be implemented prior to July 1, 2009 and
5 annually thereafter.

6 G. The Client Agency and Inglewood will develop a policies and procedure
7 manual (P&P Manual) to describe the operating procedures that will be
8 followed in providing citation management services. The P&P Manual shall
9 be updated by Inglewood during the term of this agreement to reflect the
10 current procedures used by Inglewood or it's contractors to provide this
11 service to the client agency.

12 H. Exhibit "B" of the agreement lists the services provided by Inglewood to
13 Client Agencies.

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EXHIBIT B

1	EXHIBIT B		
2	Client: City of Soledad		
3	Fees based on when citation is paid		Services
4		Rates (12)	Selected
5	Citation Processing		
6	Citation Processing (1) – Paid prior to notice	\$1.65	YES
7	Citation Processing (1) – Paid after notice is issued	\$8.00	YES
8	Citation Processing (1) – Paid after DMV Lien	\$12.50	YES
9	Customer Services		
10	Manual Citation Imaging/Data Entry	Included	YES
11	Postage, printing & handling - Postcard Type Notice (2)	Included	YES
12	Postage, printing & handling - Postcard Type Delq. Notice (2)	Included	YES
13	Postage, printing & handling - Letter Type Notice (2)	Included	YES
14	Postage, printing & handling - Letter Type Delq. Notice (2)	Included	YES
15	Customer Service - per citation entered (3)	Included	YES
16	Administrative Support - per citation entered (3)	Included	YES
17	Lockbox Processing - per payment processed (4)	Included	YES
18	Payment Exception Processing (5)	Included	YES
19	Phone Payments - Duncan Merchant Acct (6)	\$3.00	YES
20	Phone Payments - Client's Merchant Acct (7)	N/A	NO
21	Internet Payments - Duncan Merchant Acct (6)	\$3.00	NO
22	Internet Payments - Client's Merchant Acct (7)	N/A	NO
23	Telephone toll charges	Included	YES
24	In-state registration information (8)	No Charge	YES
25	Out-of-State registration information (8)	Included	YES
26	Collection Services		
27	FTB "Limited" Service (9)	15% + \$2.50	YES
28	FTB Full-Service (9)	35%	NO

1	Comprehensive Secondary Collection Services (9)	35%	NO
2	Optional Equipment and Supplies		
3	Handheld Citation Writer - AutoCite No Camera	10% discount	NO
4	Handheld Citation Writer - AutoCite With Camera	10% discount	NO
5	Automated Citation and Envelope Stock (excl. shipping)	\$0.16	NO
6	Cashier Module Equipment and Customization (10)	Quote	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) (10)	\$110/hour	NO
11	Parking Permit Fulfillment (11)	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 written
17 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 when the customer pays the citation.

21 (2) Rates for notice printing and mailing include postage at the current prevailing rate.
22 This service fee will be adjusted to offset any increase in the standard U.S. first class postage
23 rate in the future. Client agencies will be notified of postal rate changes and the impact on
24 service fees for letter and post card notices as they occur.

25 (3) Customer service is included in the citation fee charges. The Client Agency will receive the
26 Administrative Support level. This includes: Call Center services including a toll free number
27 for violators to call with citation inquiries and answering and resolution of calls received at said
28 toll free number, interactive Voice Response service for citation inquiry and answers to FAQ's,

1 correspondence services including processing of all in-bound correspondence from customers,
2 scheduling of Administrative Review and Hearing requests and resolution of, administrative
3 Reviews when required and online Forms for customers' correspondence.

4 (4) Lockbox payment processing is included in fixed fee and includes mail handling, imaging of
5 payment, data entry of payment and allocation of payment to correct outstanding citations).

6 Funds collected will be deposited to a client designated bank account or mailed to Client
7 Agency. The Client agency is responsible to notify ICMS if a NSF check situation occurs and
8 they wish to reinstate the amount due, plus any NSF fee they wish to impose. The Client
9 Agency will incur a second processing charge for reinstated citations. The client agency has
10 the option to request a charge to customers be added to the amount due for the citation.

11 (5) Payment exception processing charge is included in the fixed fee for processing citations.

12 (6) The ICMS fee of \$3.00 per transaction for Internet and IVR payment processing includes
13 system use, telephone usage charges and charges for merchant service fees, bank charges
14 and credit card discount fees. Net proceeds will be transferred to the Client Agency's
15 designated bank account or paid on agreed upon scheduled.

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

22 (8) Costs to ICMS for obtaining DMV registered owner information is billed to client agencies.
23 The charges for out-of-state registered owners' data requests vary from State to State and
24 ranges from \$.98 to \$4.50 per transaction. This cost is included in the fixed fee for processing
25 citations.

26 (9) Three levels of delinquent account collection services are available. Client agencies have
27 the option of adopting collection fee charged to customer to offset collection costs.

28 (10) The Client agency is billed for the cost of system customization, such as building

1 cashiering interface, at the custom programming hourly rate with no additional administrative
2 fee. All customization or special one-time services must be documented in writing with a work
3 order and cost estimate prior to initiating the work. All reasonable out of pocket expenses and
4 travel expenses related to this service will be reimbursed by the client agency upon submittal of
5 receipts.

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

10 (12) ICMS citation processing and customer service fees are subject to an annual COLA
11 increase based on LA-Long Beach Consumer price index, with a not to exceed limitation of
12 3.5% per year. The first year a COLA can be applied is as of July 1, 2009 and each July 1st
13 thereafter.

RESOLUTION NO. 4080

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO
A NEW CONTRACT AGREEMENT WITH THE CITY OF INGLEWOOD CITATION
MANAGEMENT SERVICES FOR CITATION MANAGEMENT SERVICES**

WHEREAS, the City of Soledad has an immediate need for parking citation processing services; and

WHEREAS, the Inglewood Citation Management Services has indicated its willingness to provide the City of Soledad with the desired services at an increase cost per transaction \$1.00 or a 33% cost increase over FY2006-07; and

WHEREAS, the City Council of the City of Soledad approves the increase charge per transaction of \$1.00 or a 33% cost increase over FY2006-07; and

WHEREAS, the City Council of the City of Soledad authorizes and directs the City Manager to execute a contractual agreement with Inglewood Management Citation Services for parking citation services on behalf of the City of Soledad.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the parking citation services agreement between the City of Soledad and the Inglewood Citation Management Services, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, is hereby approved in substantial form and content, subject to minor alternation at the City Attorney's direction, and the City Manager is hereby authorized and directed to execute the same on behalf of the City of Soledad.

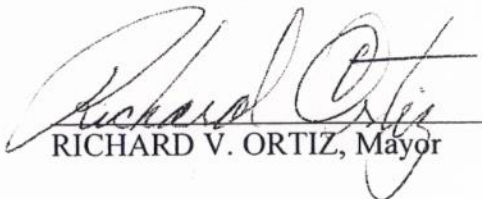
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 19th day of September 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

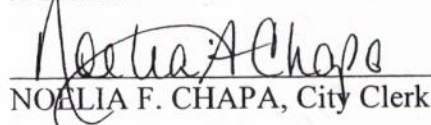
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: None


RICHARD V. ORTIZ, Mayor

ATTEST:


NOELIA F. CHAPA, City Clerk