

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
DATA TICKET, INC.
for
PARKING CITATION PROCESSING MANAGEMENT SYSTEM,
EQUIPMENT LEASING & SERVICES
AGREEMENT NO. 177-2017SN**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and DATA TICKET, INC., a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on October 13, 2017 and shall terminate on October 12, 2022 subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$500,000. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing

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immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.
- c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.
- d. **Accounting of Parking Ticket Revenue**
 - (1) Service Provider shall collect, account for, and deposit and pay over to a depository selected by District, all gross income derived from the parking citations. Such collecting, accounting, and depositing of said gross income shall be accomplished in a manner to be approved expressly in writing by the Executive Director of District, and such aforesaid collecting, accounting, and depositing activities shall be subject to change by express written direction from the Executive Director of District. District shall supply the Service Provider with deposit slips and an endorsement stamp; and Service Provider shall deposit daily all such gross income (cash and checks) in the designated depository. Service Provider shall deposit Monday through Friday all credit card revenue (net of

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convenience fees) in the designated depository. Should District at any time change its depository, Service Provider shall be given at least seven (7) days' express written notice of such change. District will be responsible for costs incurred due to such depository change.

- (2) Service Provider further agrees that it will maintain for District true, accurate, and complete records in a form satisfactory to District of all such gross income. Designated District staff will be able to use the Service Provider's System to view real time deposits. District shall have the right at any and all reasonable times to examine and audit said records without restriction for the purpose of determining the accuracy thereof and of the daily and monthly records of gross income derived from the Service Provider of the parking citation. All records kept by the Service Provider shall be maintained in a location satisfactory to District. No later than the fifth (5th) day following the close of each calendar month, Service Provider shall file with District a statement showing the daily gross income and total gross income for the preceding calendar month along with a duplicate deposit slip for each daily deposit made during the preceding month. Said statement shall be signed by the Service Provider, or its responsible agent, under penalty of perjury.

e. **Additional Services; Task Authorizations**

- (1) Additional services may be required for the completion of the services specified in this Agreement. For performance of Additional Services, District shall compensate Service Provider using the terms and conditions in Attachment B, Compensation and Invoicing. With Additional Services the maximum amount of this agreement shall not exceed \$500,000. If Additional Services are required, they shall be undertaken by Service Provider only upon

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issuance of a Task Authorization (TA), Exhibit A, attached hereto and incorporated herein, for said services.

- (2) An estimate of the level of effort shall be submitted to the District and negotiated for each Task Authorization. Pricing of each Task Authorization shall be governed by the cost and pricing information attached hereto and made a part of this Agreement as Attachment B, Compensation and Invoicing.
- (3) A Task Authorization shall not be considered effective until the Task Authorization form has been signed by District.
- (4) Service Provider shall bill for Additional Services in accordance with the terms of payment, including the documentation required in this Agreement. In addition, invoices for Additional Services shall cite the appropriate Task Authorization (TA) number.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which

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relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such reviews and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserve the right, during the performance of this Agreement and for a period of three (3) years following termination

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of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its

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rights, duties, or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
- (1) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, “tail” coverage in the same minimum amount as set forth in this paragraph.
 - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
 - (2) Cyber Liability Insurance – Service Provider shall at all times during the term of this Agreement maintain, at its expense, Cyber Liability Insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (3) Fidelity Bond – Service Provider during the term of this Agreement shall name San Diego Unified Port District as “Loss Payee” under Service Provider’s Fidelity Bond.

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- (4) Performance Bond – Service Provider shall at all times during the term of this Agreement maintain, at its expense, a Performance Bond naming Data Ticket as the Principal and the San Diego Unified Port District as Obligee to ensure protection of public funds as required by Government Code Section 53651 in the event the Principal fails to faithfully perform under the terms of this Agreement. The penal amount of the Performance Bond shall be \$10,000.00. This amount is 110% of the estimated funds collected by Service Provider and not yet paid to the District (Unpaid Funds). If the amount of Unpaid Funds becomes greater than \$10,000.00, the Performance Bond requirement shall be immediately increased by the Service Provider to the greater amount.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit B and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.
- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or

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underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

- 11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.
- 12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

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13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However,

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Service Provider shall have the right to make duplicate copies of such materials and documents for its own file or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.

17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements

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shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
 - c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service

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Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE)**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.

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- b. Certified Payrolls. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls electronically via the software LCPtracker.
- (1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Service Provider's request.
 - (2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.
 - (3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider's request.
 - (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
 - (5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will

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be given a Log-On identification and password from the Service Provider.

- (6) Training options can be provided to the Service Provider upon request.

21. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE)**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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- d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
23. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
- a. Submit all correspondence regarding this Agreement to:
- Liza Anderson
Port as a Service
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
619-686-6433
landerso@portofsandiego.org
- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:
- Brook Westcott
Chief Operating Officer
Data Ticket, Inc.
2603 Main Street, Suite 300
Irvine, CA, 92614
949-752-6937
bwestcott@dataticket.com

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- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT**DATA TICKET, INC.**

Ken Wallis, Director
Port as a Service

Brook Westcott
Chief Operating Officer

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ATTACHMENT A
SCOPE OF SERVICES**

San Diego Unified Port District

- I. **Scope of Services.** The Scope of Services for this Agreement includes both services and equipment.
1. **SERVICES** under this agreement include the following:
- a. Service Provider to **receive and process parking citations** issued by the District both handwritten and computer-generated citations and charge District in accordance to the attached Fee Schedule, Attachment B, Compensation and Invoicing and referenced in the Fee Structure, item 4. of Attachment A, Scope of Services. The District is responsible for submitting manual citations to the Service Provider weekly via US mail. Service Provider to accept, data enter and update manual written citations, Monday through Friday from 8 am – 5 pm, Pacific Time. Service Provider to receive manual written citations, open, key immediately and make available on the internet within 24 hours of receipt. Electronic citations are confirmed via an email from the Service Provider's Data Entry Department. Service Provider to accept the District's electronically issued citations via their wireless connection. Citations issued prior to commencement of the Agreement will continue to be processed by the City of San Diego. Upon selection of a transfer date, Service Provider will be responsible for conversion of all citation data from the City of San Diego.
 - b. Service Provider to provide a web-based **Processing Management System (System)** and branded web interface with four different search options and change of language on website to one of over 100 languages for public citation inquiry, payment and appeals. All website content updates shall be submitted in written form by the District to the Service Provider for approval. Upon receipt of any written web content update requests from the District, Service Provider to implement the District's requested changes as soon as reasonably possible, or else respond to the District with any questions or concerns. System to accommodate officer voids as distinguished from processing agency waiver and dismissals. Officer voids must be limited to point of issuance only. Duplicate citation numbers must be automatically identified and included in a report reviewed by the District. System to permit designated District staff generated adjustment transactions, waived amounts, voided citations, dismissed citations, late fee "roll back", returned checks and refunds. The adjustments may include reversing an entire payment, modifying a

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payment amount, and adjusting the amount due to closing a citation and reopening a citation. Service Provider to communicate with the District regarding status of payment updates to the System on a monthly basis. The District retains the right to change the payment processing procedure. Changes to the payment processing procedure will be agreed upon in advance and in writing between the District and Service Provider. Service Provider is responsible for the following forms of payment:

- 1) **Online Payments** – Service Provider to set-up and maintain the secure website and receive prior approval from District for any custom header, footer and graphics used on the branded web interface. Service Provider is responsible for internet security and website fees. Service Provider to display their Authorize.Net link as well as their Trustwave link providing proof of PCI Compliance directly on their website. System will be setup so the public can make citation payments using all major credit cards (Discover, MasterCard, Visa and American Express) and debit cards, contest citations and receive any governing rules that are applicable. Data within website is comprised of citation and individual information and includes total citation amount due (a \$3.50 convenience fee will be charged to the public, see attached Attachment B – Compensation and Invoicing) before final authorization is complete.
- 2) **Mailed Payments** – Service Provider to accept payments (Check or Money Order), correspondence, adjudication requests and any other items that require special handling (payments received without accompanying source documents and legal written amount that differ from numeric amount) via US Mail or certified mail at Service Provider's secured place of business. Mail to be picked up daily by 7:00 a.m. and delivered via bonded, insured courier to the Service Provider's secured place of business for processing in-house within 24 hours of receipt along with the required documentation to support pick-up and drop-off at Post Office. Mail is sorted and batched by postmark date. The batching process includes the counting of physical payments received as well as the 10-key summation of each batch. The Service Provider's Data Entry Department received created batches for double blind entry and the Quality Assurance Personnel verifies batch counts to ensure an accurate starting record for control throughout processing. Service Provider to copy the payment document and establish a completely reliable audit trail for the processing procedures, endorsing and encoding the payment document with

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the unique control number of each citation paid, date of processing and batch numbers, and daily reconciliation. Service Provider will be held completely and solely responsible for ensuring the integrity and security of District revenue throughout the entire processing procedure. Any shortages or losses will be the exclusive responsibility of the Service Provider and must be fully reimbursed to the District. All payments received and processed will be deposited daily into the District's Wells Fargo bank.

- 3) **Phone Payments** – Service Provider to set-up and provide a toll free number that has an Integrated Voice Response (IVR) System available 24/7 in English and Spanish which will accept all major credit cards and debit cards. Payments are authorized and processed in real-time and the customer is provided with a confirmation number phone number for payment. System will provide customers with general information on their citation(s), specific information about their citation(s) and payment information to their citation(s). System will allow customers that are familiar with the call flow to enter their menu selections and entries without having to listen to all of the prompting.
- c. Service Provider to be **PCI-DSS (Payment Application Data Security Standards) certified** to meet payment card security requirements for Visa, MasterCard, American Express and Discover. Service Provider to provide written annual confirmation of PCI DSS compliance and will immediately notify the District if it undergoes, or has reason to believe that it will undergo, an adverse change resulting in the loss of compliance with the PCI DSS standards and/or other material payment card industry standard.
 - d. Service Provider to **accept and process all correspondence** received. Service Provider's Mail Department will be responsible for the receipt, tracking and processing of all inbound correspondence via US Mail.
 - e. Service Provider will ensure **Collections and Federal Tax Board (FTB) Collections**. Service Provider will pursue individuals with unpaid citations that meet the criteria of special collections and/or Franchise Tax Board collections (FTB). Service Provider collections criteria includes: not paid, not suspended, and in an open status. Service Provider will mail out a delinquent letter of warning. If the citation remains unpaid Service Provider will use one or several collections efforts including, but not limited to: Special Collections and/or FTB Collections.

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- f. Service Provider to track and keep District up to date on **Applicable Federal, State and Local Law**. Service Provider must track and inform the District of all additions, changes, and deletions to existing laws affecting parking issues. Service Provider must be able to make the necessary adjustments in the system (hardware and software) to incorporate and modify all additions, changes and deletions to the existing parking regulations and statutes.
- g. Service Provider to maintain online communication with the **California Department of Motor Vehicles (DMV)**. This communication is required as part of this Agreement to request registered owner information. The System will interface with the California Department of Motor Vehicles (CA DMV) to lookup Registered Owner (RO) information and to place holds (liens) and releases on the vehicle registration manually processed the same business day. The System will provide a real-time interface with DMV to place these “holds” for unpaid parking citations, to release the holds within twenty-four (24) hours when a citation is resolved or a hearing is scheduled, and, if permitted by DMV, to reactivate a registration hold when appropriate as determined by the District. The information required by DMV must be automatically forwarded for registration hold processing and receipt by DMV acknowledged. System will use the National Law Enforcement Telecommunications System (NLETS) to obtain registered owner information for out-of-state plates.
- h. Service Provider to ensure **System is secure**; security includes the protection of physical items such as records, files, communications, cash, checks and citations. Secure guarding non-physical items such as confidentiality of data, prevention of System abuse, and limited access to only personnel with proper authorization. Service Provider shall fully cooperate with regular audits by designated District staff and implement internal audits that shall be performed to review control policies and procedures.
- i. Service Provider to provide fully staffed bi-lingual **call center/customer service department**, Monday thru Friday from 8:00 am – 5:00 pm Pacific Time. Service Provider will provide several toll-free numbers. The first telephone number is for customers regarding their citation and their 1st notice, second telephone number is for customers regarding their 2nd through 5th notices and third telephone number is for customer on their adjudication correspondence. All calls are recorded digitally and can be provided to District upon request and all matters handled within 24 hours. Customer support line shall include after hour information and messaging services.

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- j. Service Provider to use **Parking Regulations – Enforcement (Fine Schedule)** provided by the District. District will keep the Service Provider updated on any changes to their Fine Schedule. All Fine Schedule changes will require signature approval by both parties before implementation. Fees established by the District for bank returned checks and additional follow-up will be included to the citation/account as directed by the District.
- k. Service Provider to handle and mail daily **delinquent account notices and revenue** for citations that have been referred to Service Provider by the District following the guidelines set forth in California Vehicle Code (CVC) 40207. Notices are sent from the Service Provider to the Registered Owner (RO) of the cited vehicle. RO information is gathered from current DMV records. The notice will include all of the information included in the citation (citation number, citation date, plate and state, make, notice date, violation(s) and amount due date and dollar amount owed at each of the escalation dates) and consequences for nonpayment, and/or additional information required by the code section. All notices are sent to the recipients with a #10 windowed envelope that allows the recipient to send a portion of their notice and their payment for processing.
- l. Service Provider to handle monthly **accounting and payment of all state, county and any other applicable fees required to process the citation**. Service Provider to provide District with a Citation Tax Revenue Report which is required to be submitted to the County/State and to use for reconciliation purposes along with their monthly payment. This report will be provided to the District online for the term of the Agreement.
- m. The District has the option of receiving **monthly reporting** from the Service Provider for invoice reconciliation of Fee Schedule A, which will be supplied in a PDF format, excel or any other method mutually agreed upon by both parties. District will also have the ability to run, print and save real-time standard reports through the Service Provider's System. These reports should reconcile with the number of tickets or dollar amount collected for each line item on the monthly invoice. The reports will include (if applicable) but is not limited to the following: (Additional requirements to be submitted to the service provider in writing.)
 - 1) Monthly Billing Support
 - 2) Officer Summary Report
 - 3) Officer Summary Y-T-D Monthly Recap
 - 4) Void/Dismissal Report by Operator
 - 5) Habitual Offender Hot Sheet Report and Detail
 - 6) DMV Monthly Reports

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- 7) Out of State Revenue Detail Report
 - 8) Revenue Collection Detail Report
 - 9) Revenue Distribution Surcharge Report
 - 10) Contested Citations Pending and Outcome
 - 11) Refunds "Due" Report
 - 12) FTB or Special Collections Report
 - 13) Citation Tax Revenue Report
- n. Service Provider to provide **on-site training to all designated District staff**, which will include initial orientation and ongoing training on the use of the System, software and handheld issuance citation device. Service Provider will provide a detailed training plan for designated District staff for the operation of all System modules and processing functions and necessary training materials and/or user manual to facilitate training. Designated District staff shall be able to efficiently, quickly and accurately download all parking citation or warning information contained in each handheld issuance citation device in real-time to the System.
- o. Service Provider to provide **system/software/equipment support** and troubleshooting during District business hours (6:00 am to 6:00 pm, Monday thru Friday) and provide emergency support for after hours and holidays. Service Provider shall respond within one (1) working day of a reported equipment or software failure by providing the on-site technical support at the District's premises if the fault lies at a District site.
- p. Service Provider to perform **scheduled downtime, application maintenance and updates to system**. Downtimes require two (2) weeks written notification and approval from designated District staff. Scheduled downtime does not count against System availability. Maintenance of the System and self-service options must occur on Sundays or at a designated down period when usage is at a minimum. Service Provider will indicate requirements for a scheduled maintenance window. Service Provider will provide a test environment for quality assurance and control testing. System/programming changes and maintenance will be conducted and tested in the test environment prior to deployment to the production environment. The test environment will be accessible to selected District staff. Service Provider to make available to the District at no additional cost all updates to the System as they are released so long as the District is currently under the Service Provider's Agreement. Service Provider to monitor System for outages and evaluate performance. Service Provider will ensure that the System is protected through periodic maintenance and able to recover from major disruptions. Updates to the System will not be performed or disrupt operations during

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District business hours (6:00 am thru 6:00 pm, Monday thru Friday, Pacific Time).

- q. Service Provider to perform **System control and security** measures. The System will have security features that are designed to maintain the security of all information contained in the System database and maintain the confidentiality of information. All System users will be assigned a unique identity and password. As an additional security measure, a password change shall be required every thirty (30) days. Based on an individual's password, the Service Provider's System will provide functional security by restricting certain functions such as permitting access to inquiry only, and allow data update capability on an as-needed basis.
- r. Service Provider acknowledges **return and ownership of District citation data** and at no time is the data considered property of any entity other than the District on, during and after the life of the Agreement. All electronic and handwritten citations, reports, electronic media, and other relevant documents, shall be the property of the District and shall be returned to the District upon either the completion of this Agreement or the termination of this Agreement within fifteen (15) days. This will include copies and reproductions assembled or prepared by Service Provider's employees, agents, and/or officers, in connection with this Agreement. Citation data returned to District by the Service Provider shall be done so in the format of Service Provider's choice, unless otherwise agreed upon in writing by both parties. All citation data regardless of age cannot be deleted or archived without written authorization from the District.
- s. Service Provider to maintain adequate **document storage and retrieval** of all documents related to operations and shall store all documents relating to operations for District for a minimum of five (5) years. Stored documents must be capable of being retrieved to substantiate financial adjustments to make citation corrections to resolve complaints and as evidence during adjudication. Service Provider will notify the District as soon as it's reasonably possible of any discrepancies.
- t. Service Provider to perform nightly **backups of all data** and daily transfer of data off-site to a fire proof safe for disaster recovery purposes. Service Provider shall take every precaution to ensure that the System, files, equipment, communications, and facilities are reliable and have a Disaster Recovery Plan in place within ninety (90) days of award of commencement of this Agreement. All data collected on behalf of the

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District is the property of the District. None of the data will be used for any other purpose. Upon termination or, expiration of any contractual Agreement, the Service Provider will retain the District's data for a minimum of (90) days and will transfer District data in its possession to the District at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the District but, at a minimum, data records will be provided with binary images in TIFF, JPG, or PDF format.

- u. Service Provider to perform **destruction of records** with District approval and in compliance with the District's policies. Data will be removed and/or archived from the System daily. Data archived from the System will be retained by Service Provider an archived database and is retained for a period of five (5) years unless returned to the District before that time. The District has the option to request such data. Data retained by Service Provider shall be done so in the format of the Service Provider' choice, unless otherwise agreed upon in writing by both parties. Service Provider shall notify the District quarterly (by January 20th, April 20th, July 20th, and October 20th) of the documents that have been maintained for five (5) years and are ready for destruction. The District shall provide written authorization for the Service Provider to destroy the documents.
- v. Service Provider acknowledges that District complies with the **California Public Records Act (CPRA) and public records** and therefore all data in the System must be clearly identified as public, personal or confidential (such as data and information provided by the DMV).
- w. The District acknowledges **software** provided by the Service Provider and software programs provided by the Service Provider and used by the District have been developed by the Service Provider. The software provided is the proprietary and intellectual property of the Service Provider. The District agrees that all rights to any intellectual property is confidential information and shall remain the exclusive of the Service Provider.
- x. Service Provider shall cooperate in providing **records for inspection and audits**. The Service Provider shall cooperate fully in furnishing or in making available to the District, whenever requested and in an expeditious manner, any records, information, materials, and data relating to determining Service Provider's compliance with the Agreement. The Service Provider's records, which include, but are not limited to, accounting records (hard copy as well as computer data); written policies and procedures; organization charts; internal audit reports; all

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correspondence, reports, and invoices; daily reports; and any other documents relating to the performance of this Agreement shall be open to inspection and subject to audit and/or reproduction by the District auditors, the District Attorney or any authorized representatives of the District as necessary to adequately permit evaluation and verification of Service Provider compliance with the Agreement provisions. All transactions entered in the Service Provider's System shall have an audit trail, which at a minimum shows the date and time of the transaction, the name or identification of the person who entered the transaction, and the appropriate processing codes. This information shall be accessible in an on-line real-time mode. Upon two week written prior notice all records shall be available for inspection or audit by the District at Service Provider's location during regular business hours.

- y. Service Provider to accept **online appeals and assist with second and third levels of appeals**. The System will allow for the public to submit an appeal online and attached any necessary documents. Also, appeals will be accepted in writing or in person Monday through Thursday from 8:00 a.m. to 5:00 p.m. at the following address: **San Diego Harbor Police, 3380 N. Harbor Drive, San Diego, CA 92101**. Designated District staff will be able to place the citation in a "suspend" status pending adjudication. "Suspend" status must stop the normal due date process until the "suspend" status is removed. Once a decision is made at each of the three (3) levels, the System will automatically "unsuspend" the citation. If a citation is dismissed or reduced after it has been paid, the System will flag the citation for a refund if applicable. Performing and processing of all Administrative Reviews **will not** be out-sourced. The District and its designated staff shall conduct all first level Administrative Reviews.
- z. Service Provider's System to **mail District delinquent parking citation notices**. The System will accommodate a District established series of notices, which is fully automated based on District provided business rules and timelines. Service Provider is responsible for printing and mailing these notices. The System will record the notice type, mailing date and mailing address of each notice. The System will allow the District to manually generate, print and mail notices when necessary. If a notice was already systematically generated and mailed, the District requires the ability to re-print that notice in-house and have it be an exact copy of what was already generated. This action must not cause any change in citation timeline and due date. Notices will be printed and mailed in order to maintain customer confidentiality regarding the content of the notice, these will be mailed First Class via the United States Postal Service within 24

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hours to any U.S. address and preferably also to addresses out of the country, especially Mexico and Canada. Service Provider will provide a secure portal that allows the District to review and approve daily notices. Notices will be available for reprint from the secure site and must be retained for a least a period of five (5) years.

- aa. District will request current Service Provider (Duncan Solutions) to release conversion files with a minimum of five (5) years of data to new Service Provider (Data Ticket, Inc.)
 - bb. District will control the bank account and provide Service Provider with necessary deposit slips for daily deposit of all gross income derived from the parking citations.
 - cc. District will pay the Service Provider an Accounting Fee, in accordance to Fee Schedule A – Collections, for the processing of accounting surcharge fees paid to County and State; and to process and send refunds on behalf of the District.
 - dd. Service Provider will set-up an escrow account for the District with an initial amount of \$4,000 (initial pre-payment amount) for processing of refunds on behalf of the District. This amount will be adjusted each subsequent month to reflect the actual amount refunded for that month and paid to the Service Provider accordingly.
 - ee. District will receive a monthly check of all gross income from the California Department of Transportation (DMV) derived from payments made through the DMV.
2. **EQUIPMENT** to be leased and provided by Service Provider as listed in the Fee Structure, item 5, of Attachment A, Scope of Services. All equipment provided shall be new and unused, and include full manufacturers' warranty.
- a. Service Provider to lease to the District (12) Samsung Galaxy S8 with 3" TSC Printers. Service Provider shall be responsible for all maintenance of equipment and software, service and warranty support for Service Providers'-provided equipment and software for the term of the Agreement.
 - b. Service Provider shall repair or replace leased equipment with same as needed throughout the term of the 36 month equipment lease.
 - c. Service Provider shall provide on-going technical support and problem solving as needed throughout the term of the Agreement for both the equipment and software.

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- d. Service Provider shall be responsible for training designated District staff on the use of the handheld issuance citation device. Designated District staff shall be able to efficiently, quickly and accurately download all parking citation or warning information contained in each handheld issuance citation device in real-time to the System. Citations issued on these will transmit via wireless connection in real-time with DMV and to the System.
3. **As-Needed Services, Equipment and Supplies** may be required and shall only be initiated and authorized upon issuance of a Task Authorization (TA) in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.
- a. Leasing of TSC 3" printers to include printer case & printer strap
 - b. Software installation, software support, maintenance and as-needed updates to District owned handheld devices
 - c. Handheld Software Licenses
 - d. Handheld Support
 - e. Ticket Stock -Polythermal Paper
 - f. Envelopes
 - g. Wireless Service
4. Fee Structure for Port as a Service to include:

CITATIONS AND COLLECTIONS

Manual Citation Keyed (includes data entry)
Electronic Citation Issued
Delinquent Notices
Out of State Collections
Other correspondence letter (excludes delinquent notice 2-4)
1st Level Hearing Hold Payment (includes scanning)

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2nd Level Hearing Scheduling (includes scanning)
2nd Level Hearing Officer (typically 2 hearings per hour)
Postage - First Class Rates (for all correspondence mailed)
Payment processing
DMV Hold Placements
Conversion Cost (test Conversion & live conversion)
Integration with City Cashiering System
Online Contesting
Credit Card Payments – convenience fee (\$3.50 charged to the public and may include more than one citation)
Payment Plan Admin Fee (\$15.00 charged to the public)
Refunds
Preliminary Collections (Applicable to Citations 90 days past due date but not over 13 months and does not include payments made by DMV)
Franchise Tax Board (FTB) Collections
Franchise Tax Board (FTB) Pre Intercept Notice (letter)
Social Security Number Search for Franchise Tax Board (FTB) Processing (If an individual has more than one citation, the District will be charged only one time per request)
Accounting Fee payment of County & State Surcharges and to Process & Send Refunds on behalf of the District

5. Fee Structure for Harbor Police to include:**HARDWARE AND SOFTWARE**

<p>Leasing of Handheld Issuance Citation Devices (12 devices) Samsung S8 and TSC 3" printer. Includes the following:</p> <ul style="list-style-type: none"> -Otter box -Printer Case -Printer strap -Ticket Stock -Polythermal Paper– Cost to include paper and any other material designated for the use of specific device <p>After 36 month lease, the District owns Handheld Issuance Citation Devices – Samsung S8, TSC 3" printer, Otter box, Printer Case and Printer Strap; no charge for remaining term of agreement.</p>
Hardware/Software Support, maintenance and as-needed updates
Enforcement Software Installation (12 devices)

6. Fee Structure for As Needed Services, Equipment and Supplies

<p>Lease for 36 months of:</p> <p>TSC 3" printer printer case printer strap</p> <p>After 36 month lease, the District owns TSC 3" printer, printer case & printer strap; no charge for remaining term of agreement.</p>
Software installation, software support, maintenance and as-needed updates, if applicable (District owned handheld devices)
Handheld Software License Fee
Handheld Software License Fee
Handheld Support

Ticket Stock Polythermal Paper
Envelopes
Advanced Collections
Wireless Service
Manual Citation Book (Triplicate Form): -25 citations per book without envelopes -Plus a 10% Citation Overage Printing Fee
Manual Citation Book (Triplicate Form): - 25 citations per book with envelopes -Plus a 10% Citation Overage Printing Fee
Manual Citation Book (Triplicate Form): -25 citations per book without envelopes -Plus a 10% Citation Overage Printing Fee
Manual Citation Book (Triplicate Form): -25 citations per book with envelopes -Plus a 10% Citation Overage Printing Fee
Manual Citation Book (Triplicate Form): -50 citations per book without envelopes -Plus a 10% Citation Overage Printing Fee
Manual Citation Book (Triplicate Form): -50 citations per book without envelopes -Plus a 10% Citation Overage Printing Fee

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ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District

1. COMPENSATION

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Each invoice shall include:

Fee Schedule A - Services (Citations & Collections) Invoice

- a) Invoice number
- b) Invoice date
- c) Month for which services was performed
- d) Description of services
- e) Out of State amount collected
- f) Percentage amount (23%)
- g) Quantity
- h) Per unit of measurement amount
- i) Amount
- j) Total amount of Invoice

Fee Schedule B - Equipment (Hardware/Software) Invoice

- a) Invoice number
- b) Invoice date
- c) Leasing month
- d) Description
 - Equipment (Handheld Issuance Citation Devices & printers)
 - Hardware/Software Support & Maintenance
- e) Quantity
- f) Per unit of measurement amount
- g) Amount
- h) Total amount of Invoice

Fee Schedule C – As Needed Services, Equipment & Supplies Invoice(s)

- a) Invoice number
- b) Invoice date
- c) Month for which services was performed
- d) Description of services &/or equipment as applicable
- e) Quantity
- f) Per unit of measurement amount
- g) Amount
- h) Total Amount of Invoice

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- (2) Services and equipment leasing shall be invoiced in accordance with the following Fee Schedule A, Fee Schedule B and Fee Schedule C below:

Fee Schedule A – Billed to Port as a Service Department

PARKING CITATIONS		
Description	Unit of Measure	Amount
Manual Citation Keyed	Per Citation	\$0.45
Electronic Citation Issued	Per citation	\$0.40
Delinquent Notices	Per 1 st notice sent	\$0.72
Out of State Collections	% of amount collected	23%
Other correspondence letter	Per letter mailed	\$0.85
1st Level Hearing Hold Payment	Per 1 st level review hold placed	\$0.50
2nd Level Hearing Scheduling	Per 1 st level review hold placed	\$0.50
2nd Level Hearing Officer	Per hour	\$85.00
Refunds	Per refunds issued	\$3.00
COLLECTIONS		
Description	Unit of Measure	Amount
Preliminary Collections	% of amount collected	23%
Franchise Tax Board (FTB) Collections	% of amount collected at Franchise Tax Board	15%
Social Security Number Search for Franchise Tax Board (FTB) Processing	Per unique SSN requested	\$2.45
Accounting Fee	Per month fixed fee	\$50.00

Fee Schedule B – Billed to Harbor Police Department

HANDHELD HARDWARE/SOFTWARE		
Description	Unit of Measure	Amount
Leasing of Handheld Issuance Citation Devices for 36 months (12 devices) Samsung S8 and TSC 3" printer. Includes the following: -Otter box -Printer Case -Printer strap -Ticket Stock - Polythermal Paper	Per month per unit	\$60.00
Hardware/Software Support, maintenance and as-needed updates	Per month per unit	\$22.00

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Fee Schedule C – Billed to Requesting Department per Task Authorization

AS-NEEDED SERVICES, EQUIPMENT & SUPPLIES		
Description	Unit of Measure	Amount
Lease for 36 months of: TSC 3" printer, printer case, and printer strap	Per month per unit	\$15.00
Software installation, software support, maintenance and as-needed updates (District owned handheld devices)	Per month per unit	\$11.00
Handheld Software License Fee	Per Unit Per Year, 1 st year only	\$500.00
Handheld Software License Fee	Per Unit Per Year, 2 nd year and subsequent years	\$150.00
Handheld Support	Per Unit Per Month	\$22.00
Ticket Stock - Polythermal Paper	250 Rolls	\$2,100.00
Ticket Stock - Polythermal Paper	500 Rolls	\$3,000.00
Envelopes	Per Box	\$1,950.00
Advanced Collections	% of amount collected	30%
Wireless Service (monthly charge will vary depending on data usage per unit)	Per unit per month	Current market rate
Manual Citation Book (Triplicate Form): -25 citations per book without envelopes -Plus a 10% Citation Overage Printing Fee	200 Books	\$1,265.00
Manual Citation Book (Triplicate Form): - 25 citations per book with envelopes -Plus a 10% Citation Overage Printing Fee	200 Books	\$3,575.00
Manual Citation Book (Triplicate Form): -25 citations per book without envelopes -Plus a 10% Citation Overage Printing Fee	100 Books	\$1,017.50
Manual Citation Book (Triplicate Form): -25 citations per book with envelopes -Plus a 10% Citation Overage Printing Fee	100 Books	\$3,217.50
Manual Citation Book (Triplicate Form): -50 citations per book without envelopes -Plus a 10% Citation Overage Printing Fee	100 Books	\$1,210.00
Manual Citation Book (Triplicate Form): -50 citations per book without envelopes -Plus a 10% Citation Overage Printing Fee	50 Books	\$990.00

Award of this Agreement allows for payment (of agreed upon costs) by District of software licenses beyond the term of Agreement if District continues use of the equipment listed above. No additional competition or Board approval required.

Attachment A to Agenda File No. 2017-0381

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required. Service provider shall issue two (2) invoices: one (1) for citation services and collections; and one (1) for leasing of handheld equipment/software/support. Invoices for additional services shall be billed to requesting department per task authorization.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section 1, above:
 - 1) Agreement No. 177-2017SN
 - 2) If applicable, the Task Authorization(s) (TA) number being charged.
 - 3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices for parking citation services and collections, Fee Schedule A, shall be emailed to the attention of: Liza Anderson, Port as a Service Department, Email: landerso@portofsandiego.org.
- e. Invoices for handheld equipment/software/support leasing, Fee Schedule B, shall be emailed to the attention of: Maria Santos, Harbor Police Department, Email: msantos@portofsandiego.org.
- f. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- g. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

EXHIBIT A
TASK AUTHORIZATION FORM
San Diego Unified Port District

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(DEPARTMENT NAME)
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-____
Fax (619) 686-____

TASK AUTHORIZATION NO. _

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

Subject: Task Authorization for Agreement No. __ - 20__
(Agreement Title)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$_____. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #_** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:		4.	WBS or IO/ Cost Center:	
2.	Date of Request:		5.	Task Start Date:	
3.	Task Budget:	\$	6.	Task End Date:	
7.	Task Title:				

8. **Scope of Services.**

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9. Contractor Staffing (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

10. List of Sub-Contractors (If applicable)

N/A

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via mail to _____, Contracts Administrator, at the address above.

APPROVALS**Service Provider:**

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: Project Manager

Date: _____

Manager:

Signature: _____

Name: _____

Title: Manager

Date: _____

Director:

Signature: _____

Name: _____

Title: Director

Date: _____

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EXHIBIT B
CERTIFICATE OF INSURANCE
San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)

SDUPD Agreement Number: _____

This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____ \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			A. M. BEST RATING
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			E-mail Address:	
			Phone: _____ Fax Number: _____	
			Signature of Authorized Agent(s) or Broker(s) Date: _____	

Attachment A to Agenda File No. 2017-0381

SAN DIEGO UNIFIED PORT DISTRICT**REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 100085 – 185
 Duluth, GA 30096 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516