

ATTACHMENT 3

CITY OF LAKE FOREST

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 100 Civic Center Drive, Lake Forest, California, 92630 ("City") and Data Ticket, Inc., a California corporation, with its principal place of business at 2603 Main Street, Suite 300, Irvine, CA 92614 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional parking permit and citation processing consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional parking permit and citation processing consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional parking permit and citation processing consulting services for the Parking Permit and Citation Processing Program project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional parking permit and citation processing consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 17, 2022 to August 16, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Brook Westcott, Chief Operating Officer.

3.2.5 City's Representative. The City hereby designates Thomas Wheeler, Director of Public Works/ City Engineer, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Brook Westcott, Chief Operating Officer, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance. Not Applicable.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed ONE-HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS AND TWENTY CENTS (\$175,738.20) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the

Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Data Ticket, Inc.
2603 Main Street, Suite 300
Irvine, CA 92614
ATTN: Brook Westcott, Chief Operating Officer

City: City of Lake Forest
100 Civic Center Drive
Lake Forest, CA 92630
ATTN: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.22 Security and Permissible Use Provisions. City agrees to follow all defined security requirements provided by the Consultant including but not limited to those listed in Exhibit "E" Security and Permissible Use Provisions.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF LAKE FOREST

By: _____
Robert Pequeño
Mayor

ATTEST:

By: _____
Lisa Berglund
City Clerk

APPROVED AS TO FORM:

By: _____
DocuSigned by:
Matthew Richardson
456B0054048F43F...
Best Best & Krieger LLP
City Attorney

DATA TICKET, INC.

By: _____
DocuSigned by:
Brook Westcott
8E90EE08E9D442D...
Brook Westcott
Chief Operating Officer

EXHIBIT "A" SCOPE OF SERVICES

PARKING PERMIT PROCESSING PROGRAM AND SERVICES FOR PARKING CITATION PROCESSING

PARKING PERMIT PROCESSING PROGRAM

The City currently issues two different parking permits and a potential third permit is being considered for recreational vehicles ("RV"):

1. Residential Annual Permit (\$20 per year)
2. Residential Temporary Guest Permit (no fee, duration of 24hrs)
3. Recreation Vehicle Permit (fee TBD)

Permit	Cost	Duration
Residential Annual Permit	\$20 per year	Year-long (Calendar year)
Residential Temporary Guest Permit	No fee	24 hours
Potential Recreation Vehicle (RV) Permit	TBD	See proposed conditions and duration below

Residential Classifications

Within those categories, there are three different residential classifications based on the parameters of the location:

Type A: Unlimited number of permits based on number of registered vehicles to the single-family residence address.

Type B: Maximum of two permits issued regardless of number of registered vehicles at the single-family residence address.

Type C: Three permits issued per City Council policy if certain criteria are met.

Permit Volume

In 2021, the City issued approximately 1,100 Residential Annual Permits and 2,500 Residential Temporary Guest Permits. The Residential Annual Permit are issued in January of each year. The Recreation Vehicle Permit is a program to address future potential concerns regarding RV parking in residential neighborhoods. This program is not anticipated to be implemented. However, the City is seeking the capability to do so if there is a need in the future.

Proposed Conditions and Duration for RV Parking Permit

For proposal and software programming purposes, the RV Permit program shall be based upon the following criteria:

- RVs may park without a permit for purposes of loading and unloading for up to 24 consecutive hours.
- If the RV will be parked for more than 24 hours, then a "Recreational Vehicle Parking Permit" would be required.
- Only residents may pull a permit and such permits will be issued on an annual basis.

- “Annual” is defined as a calendar year (January 1 through December 31)
- Residents may obtain permits on behalf of out-of-town guests or rental RVs.
- Permittees must park their RV within 1/10th of a mile of the registered permit address.
- Permits will be issued on a per RV basis and the cost of the permit will not be prorated.
- RVs with a permit are allowed to park on public residential streets for up to 72 consecutive hours (consistent with current municipal code).
- After an RV has been parked for 24 hours without a permit or for 72 hours with a permit, the RV must then vacate the public right-of-way and may not park on any public street or highway in the City for at least 24 hours.

RV Parking is prohibited in commercial and industrial areas of the City. However, RV parking is allowed in residential areas. Vendors will work with City staff in determining the extents of the residential areas and define it within the RV permit program.

Software Specifications

Vendors must provide an internet-based and mobile app-based parking-permit management service that includes creating and managing address-based accounts; automates the issuance and renewal of license-plate-based, parking permits; includes hosting and updating of rules, regulations, and locations; maintains a web portal for customer use; enables integration with a handheld computer software; and provides the City and the Orange County Sheriff's Department information on key elements of the program's operations.

The components of the permit parking service must include:

- An online portal to be used by residents to create and renew address-based accounts that can be verified through the software; any inconsistency in the verification process will require City staff review and approval
 - In addition, the online portal shall be able to be integrated into a GIS based system for mapping purposes
- Automated residency and vehicle ownership verification for accounts, payments, and permits
- A comprehensive, rule-based, parking system which manages all accounts and vehicle permissions (including temporary guest permits)
- A comprehensive and sustainable fee program for each type of permit (developed by researching other permit parking fee programs in the greater Orange County area)
- Vendor shall process payments and deposit funds directly into City's banking institute. The City will provide authorization for deposit transactions and will provide Contractor deposit slips.

A. Permit Registration and Validation:

1. A cloud-based, hosted website for online permit registration that must provide:
 - a. Real-time validation of information provided by the permit registrant such as:
 - i. Vehicle registration information
 - ii. Permit registrant's address is in the desired permit zone
 - iii. Permit registrant's vehicle registration matches provided address in the desired permit zone

- iv. If permit registrant's vehicle registration does not match address, then a utility bill (i.e., internet, gas, water, electric) dated within past 30 days may be used to verify address.
- b. Verification that the address provided by the applicant exists and is valid
- c. Validation in real time that the vehicle being registered does not have any outstanding parking citations
- d. Ability to certify, automatically and manually, that the information submitted by the applicant is authentic
- e. An explanation of the process by which the vendor will confirm authenticity of the documents provided by the residents
- f. Accounting Records: Vendor shall make permit parking program records available for examination by the City or designee at a time agreeable to the City and the Vendor within one week following the request by the City to examine such records. Failure of the Vendor to permit such examination within one week of the request shall permit the City to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the City in writing.

B. Software Operations and Customization

1. User Experience and Process

- a. A system that allows applicants to create their own accounts using ID/Password authentication to manage, edit, update their vehicle, permit, and contact information
- b. A feature on the permit registration website that allows multiple permits, for a given zone, to be registered to multiple vehicles in one transaction
- c. The ability to customize, allowing different types of permits (daily, weekly, monthly, annual permits, guest permits, multiple year permits, etc.) for different applications (vehicle, RV, etc.)
- d. The ability to select permit holders to obtain limited quantity of temporary or guest permits annually as needed
- e. The ability for the registrant to print out temporary guest permits with expiration date
- f. Flexibility, where the user interface can match the branding and style of the city website
- g. The ability to register one vehicle or multiple vehicles under one permit
- h. The ability to flag concurrent usage by more than one vehicle parked at the same time under the same permit
- i. The ability to flag concurrent usage by more than one vehicle parked at the same location alternating the same permit to avoid time limit violations

- j. A "Frequently Asked Questions" (FAQ) page to assist registrants through the permit application process
- k. Email receipts for permits issued online
- l. The ability to require the registrant to obtain permanent placards (or approved equal) with expiration date for their vehicle(s) and charge the registrant the fee for procurement
- m. The ability for the registrant to print out a temporary permit while the registrant is awaiting their permanent placard (or approved equal)
- n. The ability for residents to obtain permits in person, at City Hall, and for the record of permits to be integrated with the rest of the online system (i.e. permits that are obtained in person should have the same functionality and be accounted for in the same system as permits obtained online and the permit program should be compatible with current City processes even if the Permit Program is entirely outsourced)

2. Operations and Systems Integrations

- a. The ability to integrate with other governmental/non-governmental agency databases (i.e., State DMV, Parking Ticket Processing Vendor, Parking Enforcement Officer hand-held devices and software)
- b. The ability to integrate with the City's accounting systems as necessary
- c. Online credit card payments (for example, Mastercard, Discover, Visa, etc.)
- d. The encryption hardware and software methods and security protocols required to protect customer information (i.e., credit card information, telephone numbers, email addresses)
- e. Documented compliance with the Payment Card Industry Data Security Standard (PCI DSS)

C. Permit Management System Administrative Features:

- 1. The ability to provide a "dashboard" overview of the permit parking program
- 2. The reporting to monitor the number of permit applications that have been approved, rejected, or pending in status
- 3. Customizable permission-based user groups for different levels of access for authority, rejected, or pending in status
- 4. City staff's ability to easily edit customer account/records (i.e., customer name, address, vehicle information, notes, etc.), while tracking which authority staff performed the changes and when the changes were made

5. City staff's ability to add notes to accounts during and after the permit registration process
6. The ability to access all account activity history, including City and vendor staff edits
7. The ability to easily mail or email renewal notices to residents of each permit district (including certified mail)
8. The ability to easily send mass emails to residents of each permit district
9. The ability to create and edit permit zones
10. The ability to create and edit permit types
11. The ability to create and edit permit eligibility rules
12. The ability to create new users
13. The ability to create new users' groups
14. The ability to store email correspondence letters
15. The system's reporting functionality including, but not limited to:
 - a. Reporting capabilities that are easily modifiable and updated based on all aspects of effectively managing the City's permit program:
 - i. Report on Permit Revenue
 - ii. Detailed Transaction Report by Date by Department
 - iii. Detailed Transaction Report by Permit Type
 - iv. Summary Transaction Report
 - v. Audit by Permit Type/Number
 - vi. Access Monitoring Report
 - vii. Permits Issued Report
 - b. Exportability to other file formats such as Excel and PDF
16. The capability of City staff to process permit applications in person utilizing the cloud-based, hosted website for online permit registration only as needed.
17. The ability to interface with an integrated handheld enforcement system, mobile License Plate Recognition ("LPR") system, and/or fixed LPR system for permit enforcement
18. Vendor will be responsible for creating and distribution permits/placards by mail (certified mail) or other approved methodologies.

D. Hosting Requirements

1. The permit and LPR data management systems shall be cloud-based

2. These systems must be easily scaled to accommodate site usage during peak permit registration times

PERMIT PARKING LOCATIONS

Permit parking locations and permit types are shown below. However, please note that this list may not be an exhaustive list of the current permit parking locations. The vendor shall create a master list for current permit parking locations and permit types and create a master list of public streets that may be used for future permit parking programs.

Type A: Unlimited number of permits based on number of registered vehicles to the single-family residence address.

Type B: Maximum of two permits issued regardless of number of registered vehicles at the single-family residence address.

Type C: Three permits issued per City Council policy if certain criteria are met. Currently there are only two residences on Sky Drive that have three permits. All others on Sky Drive are Type B permits.

RV Parking: RV parking is allowed in residential areas only. All commercial and industrial areas prohibit RV parking.

	Permit Type	Location	Comments
1.	A	2 nd Street: Between Cherry Ave and end of cul-de-sac	
2.	B	Alderwood	
3.	A	Ashbrook	
4.	A	Ashfield	
5.	A	Ashwood	
6.	A	Avalon Street	
7.	A	Big Timber Street	
8.	B	Briarcroft	
9.	B	Broadleaf	
10.	A	Brookdale Street	
11.	A	Buckwood	
12.	B	Campo Rojo (25602, 25212, 25222, 25225, 25241)	
13.	B	Cedarspring	
14.	A	Chaparral Lane	
15.	A	Chestnut Lane	All public street portions
16.	B	Coldbrook	
17.	B	Crestbrook	
18.	A	Esrose Court	
19.	A	Fallbrook Street	
20.	B	Farthing Street (first 6 houses on northside)	
21.	B	Fernbank	
22.	B	Glen Acres	
23.	B	Glenhurst	
24.	A	Golden Eagle Lane	
25.	A	Gowdy Street (23879 – 23899)	
26.	B	Greenbank	

27.	A	Hazelnut Lane	
28.	B	Hazelwood	
29.	A	Hickory Hills Avenue	
30.	A	Highridge Way (19822 and 19832)	
31.	A	Jagger Street (24071 -24105)	
32.	A	Jasper Hill Road (19351 – 19462)	
33.	B	Jubilo Place	
34.	A	Lantern Lane	
35.	B	Larkin Street	
36.	A	Laurel Grove Circle	
37.	A	Loganberry Lane	
38.	B	Malabar Road	
39.	A	Maza Court	
40.	A	Midcrest Drive (21381 – 21532)	
41.	A	Mina Court	
42.	A	Nolan Street	
43.	A	Oswego Street (23912 – 23982)	
44.	B	Pewter Lane	
45.	A	Pino Lane (25351, 25369, 25371)	
46.	A	Plainview Circle (22891)	
47.	A	Quiet Hill Lane	
48.	A	Red Bluff Drive	
49.	A	Red Robin Way	
50.	A	Romera Place	
51.	B/C	Sky Drive; (C – 23232 and 23262 only)	
52.	B	Southbrook	
53.	A	Spring Glen	
54.	A	Spring Water	
55.	A	Stearns Circle	
56.	A	Stella Court	
57.	B	La Vaca	
58.	B	Calle Tres Lomas	

SERVICES FOR PARKING CITATION PROCESSING

1. The Vendor shall enter all parking citation information into a computerized management system. Information shall include but not be limited to:
 - a. Citation Number
 - b. Issuing Agency and City
 - c. Vehicle Identification Number and License Plate Information
 - d. Infraction and Fine Amount
 - e. Date, Time, and Location of Violation
 - f. Officer Identification
 - g. Date of Administrative Review, Date of Administrative Hearing
 - h. Disposition of Administrative Hearing
2. Vendor shall process payments and deposit funds directly into City's banking institute. The City will provide authorization for deposit transactions and will provide Contractor deposit slips.
3. Vendor shall obtain registered owner information from the Department of Motor Vehicles (DMV) on delinquent citations and send delinquent notices (maximum of 2 notices) to registered owners via first class mail. This notice shall include all required information, a due date and amount of fine due (both before and after the due date).
4. Vendor shall notify DMV of failure to appear (FTA) status, place a registration hold on the vehicle. Forward all appropriate information to DMV including the fine amount, issuing City, etc. Upon payment of parking violation fees, Vendor shall notify DMV to release registration hold on vehicle.
5. Vendor shall submit monthly the following reports to the City:
 - a. Citation Master Report
 - b. Daily Clearance Report
 - c. Collection Report
 - d. Summary Statistics Report
 - e. Daily Clearance Report, by Month
 - f. Master File Statistics
 - g. Habitual Offender Report
 - h. Officer Report
 - i. Registration Holds Placed, by Month
6. Vendor shall provide fully trained staff to handle calls from violators and schedule appearance dates.
7. Administrative Review: The Vendor will provide a toll-free 800 number for violators to call, correspond with violators and notify them of decisions, maintain records of dispositions, and appeal paperwork and refer all paperwork to the City as required. The City or designee will perform the Preliminary Written Administrative Review and return the disposition and appeal paperwork to the Vendor. The Vendor shall not be responsible for the City's failure to provide correct or timely infraction information. The City shall be responsible to pay the court filing fee to violator if the Review and Administrative Hearing are overturned by the Court.

8. Vendor shall schedule Administrative Hearings and provide a hearing officer, as required by the City. Contractor shall notify the City if violation is overturned by the Court.
9. Out-of-state parking citations received by the Vendor will not be subcontracted by the Contractor for processing. Fees recovered by the Vendor and due the County will be delivered to the City of Lake Forest, 100 Civic Center Drive, Lake Forest, CA 92630.
10. Accounting Records: Vendor shall make citation records available for examination by the City or designee at a time agreeable to the City and the Vendor within one week following the request by the City to examine such records. Failure of the Vendor to permit such examination within one week of the request shall permit the City to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the City in writing.

Other Vendor Requirements

1. City access to Vendor's secure web site.
2. Viewing and printing of citation management reports and citations at the City 24/7.
3. City shall always have access to the Vendor's citation database including all status updates in real-time.
4. On-line Citizen access 24/7 to view, appeal, and pay their citation(s).
5. Credit card payments accepted on-line, real-time via a secure web site.
6. Citizen credit card payments accepted via phone or paper.
7. Vendor shall notify City at least 30 days prior to any Contract increases due to increase in postage rates implemented by the United States Postal Service.
8. All work being performed under this Contract by Vendor shall be performed in the State of California.

Vendor shall provide Services and Materials to be covered by the fees, Compensation and Pricing for both in-state and out-of-state citations:

1. Data entry and updating of all handwritten citations and electronic entry and updating of all handheld citations.
2. Collecting, processing, and applying all payments pursuant to California Vehicle Code 40200.4(a).
3. Processing all status changes to citation database.
4. Vendor shall provide user ID's and passwords to City for access to Vendor's website.
5. Viewing and printing of citation management reports and citations by the City 24 hours a

day, 7 days a week.

6. City shall always have access to its citation database including all status updates real-time.
7. Vendor shall allow credit card payments to be accepted via phone or paper.
8. Vendor shall allow payments to be accepted on-line, real-time via Vendor's website.
9. 24/7 Citizen access to Vendor database to view, appeal, and pay citations.
10. On-Line connection to California DMV and daily registered owner information files.
11. On-Line connection to California DMV for daily hold and release files.
12. On-Line connection to all 50 States and Canadian DMV's for registered owner information is desirable, but not required.
13. Interface with DMV's nationwide for registered owner information via all media.
14. Interface with third party vendor for nationwide registered owner information.
15. All forms and tracking.
16. Correspondence tracking and response.
17. Bilingual 800-line voice mail information 24 hours per day, 7 days per week.
18. Trilingual 800-line customer services answered by customer service representatives, Monday through Friday, from 8:00 A.M. to 5:00 P.M. (Pacific Time).
19. Daily bank deposits.
20. Bank reconciliation.
21. Complete audit trail.
22. Comprehensive monthly management reports on citation issuance and revenue available on-line as well as in hard copy with month-end invoice.
23. All required insurance.
24. California Corporate Headquarters.
25. Option to participate in the tax interception program through the California Franchise Tax Board.

The following table provides the City's current Parking Penalty Bail Schedule as of February 4, 2020.

City of Lake Forest - Parking Penalty Bail Schedule adopted by City Council 02/04/20

Code	Violation Description	Amount	Notice	Penalty Date	Penalty Amount
4000(a)(1)	REGISTRATION NOT CURRENT	\$60.00	+22 days	Notice Date + 15 Days	\$35.00
12.16.040(B)	PARKED FOR OVER 72-HOURS	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
12.16.040(C)	RV IN BUSINESS & INDUSTRIAL ZONE	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
12.16.040(D)	NO PARKING / NO STOPPING	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
12.16.040(E)	INOPERATIVE VEHICLE	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
12.16.040(F)	REPAIRING VEHICLE ON ROADWAY	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
12.16.040(G)	DETACHED TRAILER	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
12.16.070(A)	OVERSIZED VEHICLE	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
13.28.040(B)(4)	CIVIC CENTER – NO PARKING (9PM – 7AM)				
22500(a)	WITHIN AN INTERSECTION	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22500(b)	WITHIN A CROSSWALK	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22500(e)(1)	BLOCKING DRIVEWAY ACCESS	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22500(f)	BLOCKING SIDEWALK ACCESS	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22500(h)	DOUBLE PARKED	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22500(k)	PARKED ON BRIDGE	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22500(L)	BLOCKING WHEELCHAIR ACCESS RAMP	\$300.00	+22 days	Notice Date + 15 Days	\$35.00
22500(m)	PARKED IN PUBLIC TRANSIT BUS STOP	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22500.1	MARKED FIRE LANE	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22502(a)	PKG-18" FROM CURB/ WRONG WAY	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22507.8(a)	DISABLED - NO VISIBLE PLACARD	\$300.00	+22 days	Notice Date + 15 Days	\$35.00
22507.8(b)	DISABLED - BLOCKING ACCESS	\$300.00	+22 days	Notice Date + 15 Days	\$35.00
22507.8(c)(1)	DISABLED - BOUNDARY LINES	\$300.00	+22 days	Notice Date + 15 Days	\$35.00
22507.8(c)(2)	DISABLED - CROSSHATCHED SECTION	\$300.00	+22 days	Notice Date + 15 Days	\$35.00
22514	FIRE HYDRANT - WITHIN 15 FEET	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22515(a)	UNATTENDED VEHICLE LEFT RUNNING	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22515(b)	UNATTENDED VEHICLE WITHOUT BLOCKS	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
22523(a)	ABANDONED VEHICLE	\$125.00	+22 days	Notice Date + 15 Days	\$35.00
5200(a)	NO LICENSE PLATE	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
5200(b)	NO LICENSE PLATE - 1 ISSUED	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
5201(a)	LICENSE PLATE IMPROPERLY MOUNTED/SECURED	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
5201(c)	LICENSE PLATE COVERED	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
5202(a)	LICENSE PLATES NO LONGER VALID	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
5204(a)	MISSING LICENSE TAB	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
28071	MISSING BUMPER	\$50.00	+22 days	Notice Date + 15 Days	\$35.00
21113A	PARKED ON PUBLIC GROUNDS	\$50.00	+22 days	Notice Date + 15 Days	\$35.00

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall provide the services described in Exhibit "A" Scope of services as directed by the City.

EXHIBIT "C" COMPENSATION

Consultant shall be paid for services in accordance with Section 3.3 of the Agreement and as described above under Exhibit "A" Scope of Services and the not -to- exceed fee of One-Hundred Seventy-Five Thousand Seven Hundred Thirty-Eight Dollars And Twenty Cents (\$175,738.20) and shall be billed at the following rates:

Description	Cost/ Rate	Unit
PERMIT PROCESSING PROGRAM		
Permit Registration and Validations Detailing Solution (Includes hosting requirements)	\$6,000.00	Per Year
Extra Programming Services (For additional Permit Types)	\$200.00	Per Hour
Permit Fulfillment (Includes Letter and First Class Mail)	\$4.30	Each
Permit Production (Estimated Cost for Decal Permits)	\$0.45	Each
PARKING CITATION PROCESSING SYSTEM		
Citation Processing - Automated	\$0.48	Each
Citation Processing - Manual	\$0.65	Each
Collection Letters	\$0.78	Each
Notice Processing	\$ -	N/A
Final Notice Letters	\$ -	N/A
Out of State Processing	23%	Percent
Delinquent Processing (Based on value of delinquent citations)	23%	Percent
Administrative Adjudication Including Online Appeals	\$0.50	Each
Adjudication Document Scanning	\$0.50	Each
Initial Review Result Letter	\$0.78	Each
Hearing Result Letters	\$0.78	Each
Hearing Examiner Services	\$85.00	Per Hour
Payment Plan Application Processing	\$5.80	Each
FTB Processing (in Dollars)	\$10.00	Each
FTB SSN Lookup	\$2.75	Each
Warnings	\$0.48	Each
Handheld Lease (Monthly)	\$39.00	Per Month Per Device
Handheld Purchase	\$1,277.00	Each
Printer Lease - Included with Handheld	\$ -	N/A
Printer Cost - Included with Handheld	\$ -	N/A
Software Licensing Fees	\$100.00	Per Year Per Device
Software Maintenance with Data (Cost of Data is a Pass-through Charge of an estimated \$45 in addition to a monthly \$25 maintenance fee rate)	\$70.00	Per Month Per Unit
Citibank In-Trust (Escrow) Account Service*	\$100.00	Monthly
Refunds and NSF's	\$8.00	Per item

*City shall be responsible to pay all bank and bank supply charges for this account.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.

Other Miscellaneous Fees and Rates

Credit Card Chargeback Processing - \$30 per transaction

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

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

County Fees

Consultant shall deposit with the County Treasurer all sums due the County as the result of processing a parking violation not later than 45 days after the last day of the month in which the parking penalty was received.

Fees due to the county are subject to the California Vehicle Code and are separate from and not subject to the not-to-exceed fee for services provided by the Consultant. Exhibit "F" County of Orange Fees Report Example lists the most recent report template and contains rates as of the original agreement effective date. Fees may be subject to change based on County and State direction.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Not Applicable.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: Not Used..

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Not Used.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials,

officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an

endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT "E"
SECURITY AND PERMISSIBLE USE PROVISIONS

Security Provisions

City agrees to follow all defined security requirement including but not limited to:

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

Permissible Use Provisions

City agrees to follow all defined permissible use requirement including but not limited to:

- A) All City employees who are provided access to services provided by the Consultant must receive annual training on permissible use of state agency information.
- B) All City employees must sign permissible use agreement documents subject to the source state or government agency where the vehicle is registered owner information s being obtained.
- C) All City employees will be instructed of the confidentiality of information from a government agency and the proper use of that information based on job responsibility, which must not involve immigration purposes.
- D) City must inform Consultant within 24 hours if data has been misused in such a manner that might constitute data misuse or a data breach.
- E) City must inform Consultant of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.

- F) City understands and agrees that permissible use requirement may change and be updated to reflect the most current permissible use requirements of the government agencies Consultant works with to obtain vehicle registered information.
- G) City understands that evidence of the permissible use requirements may be requested to comply with contractor audit requirements of the governmental agencies Consultant works with.
- H) City understands that tracking of activity will occur for annual reviews to be conducted by Consultant to ensure the confidentiality and privacy required for government agency provided information.
- I) City understands that all information obtained through government agencies is considered subject to the Drivers Privacy Protection Act (DPPA) and agrees that no disclosures of information will be made that would constitute a violation of this act.
- J) City understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the provisions above are found to be violated or abused.

EXHIBIT "F"

COUNTY OF ORANGE FEES REPORT EXAMPLE

COUNTY OF ORANGE

REPORT OF PARKING / EQUIPMENT VIOLATIONS

DATE : _____

ISSUING AGENCY : _____ City of Lake Forest _____

PROCESSING AGENCY : _____ Data Ticket, Inc. _____

FUNDS COLLECTED FOR THE MONTH OF: _____

Note: Pursuant to Section 40200.4 of the California Vehicle Code, the processing agency shall deposit with the County Treasurer all sums due the County as the result of processing a parking violation not later than **45** days after the last day of the month in which the parking penalty was received.

Description	Number of Parking Violations Processed	Amount Due	For County Use only Account Coding
County - TRIAL COURT FUND (Gov. Code 76000(b); \$2.00 each citation)	@ \$ 2.00	\$ 0.00	100-017-081-5500-6530-B***-BCAPN550
County - COURTHOUSE CONSTRUCTION FUND (Gov. Code 76100; \$1.50 each citation)	@ \$ 1.50	\$ 0.00	355-003-355-1001-6530-1402
*** NOTE: Surcharge above has been eliminated effective 07/01/2019. Please report only late collections of surcharges assessed prior to the effective date when applicable. ***			
County - CRIMINAL JUSTICE FACILITIES CONSTRUCTION FUND (Gov. Code 76101; \$1.50 each citation)	@ \$ 1.50	\$ 0.00	104-017-104-5500-6530-B***-BCAPN550
State - IMMEDIATE & CRITICAL NEEDS CONSTRUCTION FUND (GC 70372(b); \$3.00 each citation issued on /after 1/1/2009)	0 @ \$ 3.00	\$ 0.00	355-003-355-1001-6530-1401
State - COURT FACILITIES CONSTRUCTION FUND (GC 70372(b); \$1.50 each citation issued on /after 1/1/2009)	0 @ \$ 1.50	\$ 0.00	355-003-355-1001-6530-1400
State - TRIAL COURT TRUST FUND (GC 76000.3; \$3.00 each citation issued on /after 12/7/2010)	0 @ \$ 3.00	\$ 0.00	355-003-355-1001-6530-1403
EQUIPMENT AND REGISTRATION VIOLATION (5204(a) CVC) (CVC 40225(d); 50% of fees collected)		\$	355-003-355-1001-6530
TOTAL PAYMENT :		\$ 0.00	

Prepared By : _____ Ana Chung _____ Phone : _____ (949) 752-6937 _____

Signature : _____ Date : _____ 7/12/2022 _____

Email: _____ accounting@dataticket.com _____

This form MUST accompany all payments. Please email a copy of the form to: ACCostBudget@ac.ocgov.com

Enclose the original form with the payment and mail to:

**Orange County Treasurer-Tax Collector
Revenue Recovery/Accounts Receivable Unit
P.O. Box 4005
Santa Ana, CA 92702-4005 #NAME?**

The example report template above presents a breakdown of these fees that Consultant shall pay on behalf of the City (to the County), which is \$11.00 per violation, with the exception of correctable violations which is 50% of the amount paid. Correctable violations are: 4000 (a), 5200, 5202 & 5204.

DATA TICKET, INC. RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

WHEREAS, Data Ticket, Inc. desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant sole signing and authority to conduct business to any one of the following person(s):

The foregoing signing, and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Data Ticket, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation November 13, 2006, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above-named Corporation this November 13th of 2006.

A handwritten signature in blue ink, appearing to read "A. William Fleming", with a long, sweeping horizontal line extending to the right.

A. William Fleming

Secretary

DATA TICKET, INC. RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

Brook Westcott, Chief Operating Officer and Chief Financial Officer is hereby granted sole signing authority to conduct business on behalf of Data Ticket, Inc, including but not limited to the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by Data Ticket, Inc.