

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of November, 1993, by and between

**THE CITY OF INDIAN WELLS
44-950 EL DORADO DRIVE
INDIAN WELLS, CA. 92210**

hereinafter referred to as "AGENCY" and

**JUDICIAL DATA SYSTEMS CORPORATION
(a corporation under the laws
of the State of California)**

**3555 Harbor Gateway, Suite F
Costa Mesa, Ca. 92626**

hereinafter referred to as "COMPANY".

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
CONTAINED HEREIN, THE PARTIES HERETO AGREE AS
FOLLOWS:**

1. **COMPANY** shall process all parking citations issued by **AGENCY** as provided in the following statement of work:
 - 1.1 **Collection.** **COMPANY** will provide for collection of parking citation penalty amounts via mail to **COMPANY'S** "Parking Administration" Post Office Box in accordance with **COMPANY'S** established procedures. **COMPANY** will provide for telephone and written interaction with defendants. Daily collections will go directly into a **AGENCY** account or as directed by **AGENCY**. Determination of type of account and control of disbursements from account is strictly a matter between the **AGENCY** and the

bank. Output from this task will be:

- a) Monthly reporting on clearances by parking penalty amount, detailed by citation number. (Note: this detail will not include clearances not handled by COMPANY).
- b) Transmittal forms and instructions regarding any required disbursements of surcharges or fees (such as DMV fees, court fees, court house building surcharges, etc.)

1.2 Management. COMPANY will receive, store and provide retrieval of all citations.

1.3 Data Entry and Registered Owner Inquiry. COMPANY will: code and enter into a computerized notification system the following data on hand-written citation and retrieve, from personal computer (PC), located on site, uploaded citations from automated hand-held ticket writer units:

- a) Citation number
- b) Date and time issued
- c) License number and state
- d) Make of vehicle
- e) Violation code(s) (up to two per citation)
- f) Parking penalty
- g) Court appearance date

Output from this task will be:

- a) Registered owner inquiries will be forwarded to DMV.
- b) A printed listing containing key data on all citations in citation number order.
- c) A license number index to the citation listing.

1.4 Registered Owner Notification. COMPANY will process DMV's replies. An edit check will be made to delete records with unreasonable discrepancies between the vehicle make as noted on the citation and in the DMV files. Notices of Intent as prescribed by CVC Section 40206 will be printed and mailed to registered owners.

- 1.5 Notify DMV of Non-Compliance. COMPANY will acquire data on clearances and, after the due date, will notify DMV to place registration holds on vehicles for which no response to the Notice of Intent was made.
- 1.6 Lessee/Renter Notification. COMPANY will, at AGENCY'S option, forward to lessees or renters valid notices of intent which are returned to collecting agency claiming lessee/rental as a defense against the charge(s).
2. AGENCY shall pay COMPANY as follows:

\$1.35 per citation filed; with a minimum charge of \$100.00 per month.
3. This agreement shall become effective on Nov. 4, 1993 and shall continue in full force and effect until terminated.
4. This agreement may be terminated without cause upon thirty (30) days written notice to the other party.
5. COMPANY shall invoice the AGENCY each month for citations processed under this agreement during the previous month.
6. AGENCY shall pay COMPANY within thirty (30) working days after receipt of each invoice.
7. COMPANY shall perform services under this agreement as an independent contractor. Neither COMPANY nor its officers, agents or employees shall be considered employees of AGENCY. Rights and obligations of COMPANY with AGENCY shall arise only from this agreement. COMPANY shall retain all responsibility and authority over its officers, agents and employees related to fulfilling obligations under this agreement.
8. COMPANY agrees to perform the services required under this agreement with good workmanship in the art, skills, and trades agreed to hereunder consistent with generally accepted data processing procedures.
9. COMPANY agrees that all citations, reports, analyses,

audits, computer tapes or cards, or other material documents or data and working papers, whether or not in final form, which have been obtained or prepared under this agreement, shall be deemed the property of the AGENCY and same shall be returned to the AGENCY upon termination of this agreement.

10. AGENCY agrees to hold harmless and defend any legal action commenced against COMPANY caused directly or indirectly by wrongful or negligent acts of AGENCY'S officers, employees, agents, or others engaged by AGENCY and to indemnify COMPANY against any liability, loss, cost or damages, including attorney's fees resulting therefrom.
11. COMPANY agrees to hold harmless and defend any legal action commenced against AGENCY caused directly or indirectly by wrongful or negligent acts of COMPANY'S officers, employees, agents, or others engaged by COMPANY and to indemnify AGENCY against any liability, loss, cost or damages, including attorney's fees resulting therefrom.
 - 11.1 In order to secure COMPANY'S obligations to hold AGENCY harmless, COMPANY agrees to procure and maintain the following:
 - a) Worker's compensation insurance coverage for its employees as prescribed by the State of California.
 - b) Comprehensive general liability policy coverage with \$500,000 single limit liability.
 - 11.2 COMPANY agrees to furnish AGENCY with certificates of insurance, evidencing the required coverages. COMPANY shall name AGENCY as an additional insured on the comprehensive general liability insurance policy. Both certificates shall provide that each insurance carrier shall give AGENCY thirty (30) days written notice prior to any action by the carrier to reduce or terminate the policy.
12. Termination of Agreement. Upon termination of this agreement for any reason, COMPANY shall not be

responsible for the retention and processing of AGENCY'S data files for a period in excess of ninety (90) days following notification of such termination. During that period of time COMPANY agrees to cooperate and assist AGENCY with the orderly transmission of AGENCY data to whatever point of delivery designated by AGENCY.

13. This agreement expresses the full understanding between the parties. Any changes or revision to the terms and conditions hereof shall be made by written amendment and shall be executed by persons authorized to do so by the respective parties.

COMPANY

AGENCY

JUDICIAL DATA SYSTEMS

THE CITY OF INDIAN WELLS

Judith Wilson
Vice-President

Title: James L. Walker
MAYOR

Date: 11-16-93

Date: _____

APPROVED AS TO FORM

John L. Cook
City Attorney