



#1
01517

**CITY OF INDIAN WELLS
SHORT-FORM SERVICES AGREEMENT
(\$25,000 OR LESS)**

1. **PARTIES AND DATE.** This Agreement is made and entered into this 1st day of July, 2015, (“Effective Date”) by and between the **City of Indian Wells**, a Municipal Corporation and Charter City organized under the Constitution and laws of the State of California with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210-7497 (“City”) and **Data Ticket INC DBA Revenue Experts Inc**, a California Corporation with its principal place of business at 4600 Campus Drive, Suite 200, Newport Beach, CA 92660 (“Vendor”). City and Vendor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. **TERMS AND CONDITIONS.** The Parties shall comply with the terms and conditions in the attached Exhibit “A”.

3. **SCOPE AND SCHEDULE OF SERVICES.** Vendor shall provide to City Administrative Citation Processing and Collection services described in accordance with the schedule set forth in Exhibit “B”.

4. **TERM.** The term of this Agreement shall be from July 1, 2015 to June 30, 2020, unless earlier terminated as set forth in the attached Terms and Conditions. This Agreement may not extend beyond a period of five (5) years, unless under the City’s Fiscal Policies and Procedures this Agreement is exempt from the five (5) year limitation.

5. **COMPENSATION.** Vendor shall receive compensation for services rendered under this Agreement at the rates and schedule set forth in the attached Exhibit “C” but in no event shall Vendor’s compensation exceed five thousand dollars (\$5000) per fiscal year (July 1 to June 30) without written amendment.

6. **INSURANCE.** In accordance with Section 4 of Exhibit “A”, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies to the City. **Vendor shall obtain policy endorsements on Commercial General Liability Insurance that name Additional Insureds as follows: The City of Indian Wells and its Officials, Officers, Employees, Agents and Volunteers are additional insured.**

Commercial General Liability Insurance:

\$1,000,000 per occurrence/\$2,000,000 aggregate.

\$2,000,000 per occurrence/\$4,000,000 aggregate.

Automobile Liability:

\$1,000,000 combined single limit for bodily injury and property damage.

Workers’ Compensation:

Statutory Limits / Employer’s Liability \$1,000,000 per accident or disease and a waiver of subrogation in favor of the City.

Professional Liability (Errors and Omissions):

Errors and Omissions liability insurance with a limit of not less than \$1,000,000 per claim.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF INDIAN WELLS

By: 

Warren Morelion
Community Development Director

DATA TICKET INC DBA REVENUE EXPERTS INC

By: 

Marjorie A. Fleming
President

By: _____
[INSERT NAME]
[INSERT TITLE]

Required for over \$5,000:

By: _____
Wade G. McKinney
City Manager

EXHIBIT "A"
TERMS AND CONDITIONS

1. Compensation. Vendor shall be paid on a time and materials or lump sum basis, as may be set forth in Exhibit "C", within 30 days of completion of the Work and approval by the City.

2. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. Vendor shall assist the City, as requested, in obtaining and maintaining all permits required of Vendor by Federal, State and local regulatory agencies. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work.

3. Standard of Care. The Vendor shall perform the Work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

4. Insurance. The Vendor shall take out and maintain, during the performance of all work under this Agreement: A. Commercial General Liability Insurance in the amounts specified in Section 6 of the Agreement for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001), and if no amount is selected in Section 6 of the Agreement, the amounts shall be \$1,000,000 per occurrence/\$2,000,000 aggregate; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per accident or disease. Vendor shall also submit to the City a waiver of subrogation endorsement in favor of the City; and D. Professional Liability (Errors and Omissions) coverage, if checked in section 6 of the Agreement, with a limit not less than \$1,000,000 per claim and which shall be endorsed to include contractual liability. Insurance carriers shall be authorized by the Department of Insurance, State of California, to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A"; "Class VII" according to the latest Best Key Rating unless otherwise approved by the City.

5. Indemnification. The Vendor shall indemnify and hold harmless the City, its Council, members of the Council, agents and employees of the City, against any and all claims, liabilities, expenses or damages, including responsible attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim of the Vendor or subcontractor for

wages or benefits which arise in connection with the performance of this Agreement, except to the extent caused or resulting from the negligence or misconduct of the City, its Council, members of the Council, agents and employees of the City. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to the City and the City's attorneys' fees incurred in such an action.

6. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

7. Termination. The City may terminate or abandon any portion or all of the Work by giving 10 calendar days written notice to Vendor. In such event, the City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the Work. The City shall pay Vendor the reasonable value of any portion of the Work completed prior to termination. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Work, and shall not be entitled to damages or compensation for termination of work. Vendor may terminate its obligation to provide further Work under this Agreement upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

8. Agreement Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than the City and the Vendor. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the Agreement. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Vendor is retained as an independent contractor and is not an employee of the City. No employee or agent of Vendor shall become an employee of the City. The individuals signing this Agreement represent that they have the authority to sign on behalf of the Parties and bind the Parties to this Agreement. This is an integrated Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

EXHIBIT "B"
SCOPE AND SCHEDULE OF SERVICES

ADMINISTRATIVE CITATION PROCESSING AND COLLECTIONS

Services required for the processing, collection and appeal of Administrative Citations for you and your affiliated departments are described below.

- Toll free phone inquiries provided for citizens
- Website access for citation look-up provided for both citizen and Agency
- Credit card payments accepted online
- System marked real-time
- Payment accepted by check, money order, or credit card
- Data entry and citation tracking is handled
- Reports are available 24/7 on the website for the agency
- Handheld ticket writers are available
- Multiple notices sent
- Delinquent fees collected
- Monthly reports provide payment reconciliation
- Monthly reports on citation status
- Appeals handled professionally and impartially
- Trained and certified hearing officers provided
- Documentation is prepared and stored in case of court appeals
- Social security numbers are accessed for Interagency Intercept Program participation
- Interagency Intercept Program collections are offered
- System marked and documented as payments collected through Franchise Tax Board (FTB)

The process is as follows:

- The Agency provides warning(s) to citizen regarding violation(s) and a time frame established for compliance.
- The Agency revisits site for compliance, if no compliance the citation is written.
- The citation specifies the violation(s) and informs the violator of the timeframe from the date of the citation to pay the violation(s) and/or correct it/them.
- A copy of the citation is sent to The Company for collection on a daily/weekly basis with 7 days of issuance.
- Citations received from the Agency are keyed or entered electronically into The Company citation management database.
- The Violator has (per Agency) days to pay or contest (appeal) the citation from the date of issue.
- If paid, payment will be entered on the Company system and deposited in Agency's bank account.
- Upon receipt of the citation for process, if no payment is made within the specified time (by Agency), the Company will mail a first notice of delinquency for payment.
- After (per Agency) days from the date of the first notice, if the citation is unpaid, the Company will mail a second notice of delinquency for the total amount due (including any added penalties).

- After (per Agency) days from the date of the second notice, if the citation is unpaid, the Company will mail a final notice demanding payment. This notice will indicate the future actions that will be taken to collect the fine including submitting the violator's name to the FTB for collection through the Interagency Intercept Program, and that additional processing costs may be added to the fine.
- After 30 calendar days from the date of the final notice, if the fine is still unpaid, the Company will place the citation on the Interagency Intercept Program list for submission at the appropriate time.
- The Company will then access social security numbers to attach to citations that are eligible for the program.
- All citations attached to the same social security number will be grouped together for submission, with a total amount due showing.
- Citations will be placed in the Program during the Company's normal file transfer to the FTB.
- When the Company places a citation with the Interagency Intercept Program the amount of the fines plus any additional charges will be included on the total amount due by the violator and may be paid in full or in part depending on the amounts available for dispersal.

HEARING REQUESTS:

- If violator wishes to contest the administrative citation, a toll free number will have been provided on the citation and upon calling the number the violator will be instructed to put their appeal in writing on a form supplied by the Company (or Agency) and post the entire amount of the bail.
- If an appeal is not directed to the Company but received by the Agency, the Agency will forward the appeal to the Company. A review will be scheduled and conducted and the decision will be sent to the citizen.
- When the appeal and bail (including the hearing fee) are received within the timeframe allowed, the violator will be scheduled for a hearing. This information will be transmitted to the Agency via fax and email. The violator will be notified that the appeal has been approved to go forward and will be notified of the time, date and place of the hearing.
- If the appeal is not received within the allowable timeframe allowed and/or if the entire bail (including the hearing fee) is not posted both the Agency and the violator will be notified that the appeal request has been denied.
- All supporting documentation will be requested by The Company from the Agency (including officer's notes and pictures) for the actual hearing.
- Following the hearing, the citizen will receive written confirmation of the decision of the Hearing Officer sent by certified mail within 10 days of the conclusion of the hearing. The Agency will be notified of the same via fax or email.
- If the citation is upheld, the information will include further instructions to the violator, including the timeframe for a court appeal if the violator desires to continue to contest.
- If the citation is dismissed, the Agency and the violator will be notified and a refund will be generated for the posted bail (minus the hearing fee).
- If there is no further appeal within the timeframe allowed, the Agency will be notified of the outcome and the case closed.
- If the violator appeals to the court he/she is subject to pay the \$25 court-filing fee.

- The Company will notify the Agency and all supporting information for the case will be forwarded to the Agency for the court appearance.
- The court decision will be copied to The Company and any refund or correspondence required will be handled. If the court dismisses the citation, the Agency will be responsible for refunding the \$25 court-filing fee.
- The system will be updated with the appropriate information and the case closed.
- If there is no response to the notice of delinquency from the violator, the Agency will be notified for a decision on further action. Options include closing the citation unpaid, the Agency filing in small claims court against the violator or notification of the Interagency Intercept Program to attach any state tax returns or lottery winnings that would be paid to the citizen during the year.

The Hearing Officer will be an impartial official with previous experience in holding hearings and training on Municipal Code Enforcement and who has been trained according to the requirements for administrative hearings as mandated by the California legislature and has additional training from the adjudication manual. The Hearing Officer will not be compensated on a commission basis and there will be no connection between decision and compensation for the job. Hearing Officers will be subject to review by the Agency at the Agency's expense.

The only responsibilities to be borne by the Agency are the provision of space for the in-person hearings to be held on a bi-monthly basis, the referral of the original citations and any requested supporting documentation for hearings, and the occasional appearance at a court hearing. The Company will provide forms, notices, correspondence, scheduling, documentation, database updates, tracking, reporting, banking, a toll-free number for violator questions, website access, the hearing officer and all software and hardware required to handle the job efficiently and effectively.

EXHIBIT "C"
COMPENSATION FOR SERVICES

Work for Services to be billed on a time and material basis unless otherwise set forth below.

All work shall be billed based on the following Rate Schedule:

Fee for processing and collection each citation \$22.00/Cite

- Data entry of handwritten citations and entry of electronically transferred citations
- Processing and collection of all payments
- Disposition and status updating
- All forms and tracking
- Correspondence tracking and response
- Up to four Notices
- 800 line voice mail information 24 hours per day, 7 days per week
- 800 line customer service answered by customer service representative
- Daily Bank Deposits
- Bank reconciliation
- Comprehensive monthly management reports on issuance and revenue
- All required insurance
- Local corporate headquarters

*(Minimum monthly fee \$ 150.00 per month) Applies if basic charge are less than that amount.

Customer Communication (Interactive Voice Response System/Call Recording and Web Access) \$50.00/month

Includes:

- Client access to entire database real-time includes up to six user passwords
- Viewing and printing citation management reports 24/7
- Citizen website access for viewing and paying citations 24/7
- Social Security Number Access \$5.00/request
(One request for multiple citations attached to one violator)

Franchise Tax Board Interface – 15% of (Interagency Intercept Program) collected revenue

- Database transfers
- Multiple debts consolidated to one record with total due
- Files sent to IIP
- Noticing
- Daily deposits
- Payment reconciliation
- Deposit reconciliation
- Toll-free customer service inquiry lines

- Website inquiry and payment access 24/7

- Overpayment verification and refund service
- Customer correspondence as required
- Forms
- Paperwork back-up
- Database updating
- IIP updating
- Monthly management reports

Fee to Violator for Company Credit Card usage \$3.50/use

Option:
In-person Hearing and Toll-Free Hearing Appointments \$85.00/hr