



2603 Main Street, Suite 300
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949-428-7241
ClientServices@DataTicket.com

These services are provided by:

Data Ticket Inc.
a California Corporation
2603 Main Street, Suite 300
Irvine, California 92614
(Here-in-after sometimes referred to as "COMPANY")

FOR THE:

Richardson Bay Regional Agency
3501 Civic Center Drive, Room308
San Rafael, California 94903
(Here-in-after sometimes referred to as "AGENCY")

Data Ticket, Inc. intends to provide for the processing of bails, fines and forfeiture thereof, in connection with the issuance of administrative citations pursuant to AGENCY municipal code and other civil debts as designated and owed to the AGENCY.

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process citations/debts from AGENCY. COMPANY will provide a reconciliation of the number of citations/debts received from AGENCY.

1.2 Determination of Processable Citations/Debts: COMPANY shall screen each citation/debt referred to it by the AGENCY to determine if the citation/debt is processable. If the citation/debt is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall contact the AGENCY for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations/debts properly corrected by the AGENCY.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received for payment of citations/debts. The AGENCY shall have the choice of jointly owning a bank account with the COMPANY or directing the COMPANY to deposit



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into an AGENCY account. Deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments made using VISA, MasterCard, Discover and American Express cards belonging to the COMPANY. These payments will be directly deposited into an account held by the COMPANY. Credit card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citation management software on a daily basis. Citations/debts paid by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

1.4 PAYMENT: If the COMPANY deposits into an AGENCY account, the COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 6% (or lower if statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the COMPANY shall reconcile the account the month following the banking activity, disperse all revenue due the AGENCY, the COMPANY, any tax liability and all refunds and send all supporting documentation to the AGENCY for its records.

1.5 Delinquency Notices for Administrative Citations/Debts: In accordance with AGENCY ordinance, delinquency notices will be sent to patrons who are not in compliance and have not paid the fines in full. These notices will indicate future actions to be taken in order to collect the fines owed the Agency.

1.6 Franchise Tax Board Interface: The Franchise Tax Board Interagency Intercept Program will be used as the next collection step in the process. A notice merging all debts owed the AGENCY will be sent to the patron showing the total amount due the AGENCY for Administrative Citations/Debts and demanding payment. If payment is not received in full, social security numbers will be attached to each debt and the debt will be placed with the Franchise Tax Board for collections.

1.7 Administrative Review and Hearing: The COMPANY or the AGENCY may schedule administrative hearings to respond to patrons wishing to contest their citations and offers the option to perform and administer those hearings. The COMPANY will provide a web site for appeal and toll-free numbers for appellants. The COMPANY or the AGENCY will correspond with appellants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court if required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction



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information. The AGENCY shall be responsible to pay the \$25.00 court-filing fee if the administrative hearing decisions are overturned by the court.

1.8 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellation of administrative citations as a result of review/hearing/court action. Citations that are dismissed as a result of review/hearing/court decision will have the dismissal processed by the COMPANY promptly after receipt from the review/hearing/court.

1.9 Suspension of Processing: COMPANY will suspend processing on any citation/debt referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation/debt or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation/debt as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations/debts suspended by the AGENCY.

1.10 Payments by U.S. Mail: It is the patron's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.11 Citation System Master File Update: COMPANY will regularly update the citation/debt master file for new citations/debts, payments, reductions, cancellations, dismissals and any other pertinent data.

ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation/debt dispositions for a minimum of two (2) years. Closed citations/debts will remain on-line for a minimum of two (2) years for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation/debt payments on a regular basis. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations/debts with the correct amount due, paid on or before



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the due date. This includes payments properly complying with the first Delinquent Notice.

"Partial Payments" are citations/debts where payment is less than the total amount of due. .

"Appeal Requests" including payment are all requests for administrative/court hearings. These requests are sorted so that the payment submitted is immediately posted, an appeal hold is placed on the citation and if needed the original citations and backup documents are retrieved for the appeal to be heard.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY and may be forwarded to the AGENCY for proper follow-up.

2.4 Batching Procedures: COMPANY shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. Citation payment documentation shall be scanned into the System and retained for a minimum of two (2) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank and one (1) copy for the COMPANY. If the bank account is held jointly, COMPANY shall perform all reconciliation, refunds and cut all checks. This information shall be available for AGENCY review. Deposits shall be directly deposited into the AGENCY'S designated bank account, either jointly held with the COMPANY or individually held by the AGENCY. If the AGENCY holds the account individually, it will supply deposit slips and an endorsement stamp to COMPANY. In this case, COMPANY shall only have the capability to make deposits on behalf of the AGENCY.

2.7 Revenue Report: A monthly revenue report will list all revenues received during the



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preceding month.

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review of its database, including all citations/debts and information relating to changes in status.

3.2 Citizen Web Site Access: When the AGENCY has web site access, citizens who receive citations/debts will be able to access the web site to review their individual citations/debts and pay on-line.

3.3 Web Site Interaction: The web site may be “view only” or “interactive”, for the AGENCY depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily, (24/7) schedule.

3.5 Web Site Use: User ID’s and passwords will be assigned to the AGENCY.

ARTICLE IV - GENERAL

4.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a non-judicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

4.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

4.4 Books and Records: COMPANY will maintain adequate books or records for administrative citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.



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4.5 Ownership: All reports, information, and data, including but not limited to discs, or files furnished or prepared by the COMPANY or its subcontractor (collectively the "Materials") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

4.6 Property of AGENCY: All documents, records, discs, files and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than sixty (60) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of any open invoices and the cost of copy and delivery of such information from COMPANY'S computer facilities to AGENCY'S designated point of delivery.

4.7 Confidentiality: In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the AGENCY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to the AGENCY by COMPANY shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 4.8 herein below. The AGENCY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA, which is related to its business, and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure.

4.8 Consent For Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organization who are reasonably necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.



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4.9 COMPANY Files: COMPANY shall maintain master files on citations referred to it for processing under this Agreement. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

- A. COMPANY agrees to scan original citations/debts and have such information available on the citation management system for a minimum of two years, to permit AGENCY retrieval of such information. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return a file containing all data belonging to the AGENCY.

ARTICLE V – ADDITIONAL SERVICES

5.1 Other Collections: COMPANY shall, at the direction of the Agency refer designated debts to a Third Party Collection Agency.

5.2 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

ARTICLE VI - REPORTS

6.1 Periodic Reports: COMPANY will submit reports to AGENCY the month following the month in which activity has been reported. The reports will track activities relating to performance under this Agreement. Among the reports which COMPANY may/will generate are the following:

- A. Report of Revenue Collected for Period
- B. Report for Citations/Debts Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all citations/debts at the beginning of the period, current period activity, and at the end of the period.
- D. A report for issuing AGENCY identifying individuals owing the AGENCY



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- selected amounts.
- E. A report for issuing AGENCY identifying the citations/debts issued, location, violation by each officer.

ARTICLE VII - TERM OF CONTRACT AND ADDITIONAL SERVICES

7.1 Term and Renewals: This Agreement shall be for five (5) years commencing as of the last date of signature. Unless notice of termination is made in writing by either party to the other no less than sixty (60) days prior to the end of the current term, this Agreement shall automatically renew for additional one (1) year terms. In conjunction with this automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. If the COMPANY seeks a reasonable price increase at the time of the automatic renewal, the COMPANY must give written notice of the price changes 60 days prior to the termination of the current term of the Agreement. The AGENCY has thirty (30) days to respond in writing to the proposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price adjustments within the requisite thirty (30) day response period, the term of the Agreement shall not be extended and the Agreement shall automatically terminate.

7.2 Cancellation: Upon a material breach or upon ninety (90) days written notice to COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by AGENCY.

7.3 Exclusivity: AGENCY agrees to utilize only the services of COMPANY during the term of this Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement to not directly or indirectly assist a competitor of COMPANY in the performance of the services provided by COMPANY under this Agreement.

7.4 Cost: Please see Cost Proposal, Exhibit A for all associated costs.

ARTICLE VIII - CLAIMS AND ACTIONS

8.1 AGENCY Cooperation: In the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement,



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COMPANY shall notify the AGENCY, in writing, within ten (10) days, of said claim or action.

8.2 Hold Harmless: COMPANY AND AGENCY agree to the following hold harmless clauses.

A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with, the performance by COMPANY or AGENCY or any of their officers, employees, or agents under this AGREEMENT, excepting only loss, injury, or damage caused solely by the active negligence or intentional misconduct of AGENCY or any of its officers or employees.

ARTICLE IX - SUBCONTRACTORS AND ASSIGNMENTS

9.1 Subcontracting: COMPANY is authorized to engage subcontractors, as permitted by law at COMPANY'S own expense, subcontractors shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior written consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this agreement.

ARTICLE X - INDEPENDENT COMPANY

10.1 COMPANY'S Relationship: COMPANY'S relationship to AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY, and COMPANY hereby expressly waives any claim it might have to such rights.

ARTICLE XI - INSURANCE

11.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense



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during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the AGENCY.

- A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than two million (\$2,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY its officers, agents and employees shall be excess only and not contributing with insurance provided under said policy.
- B) Comprehensive automobile liability owned, non-owned and hired vehicles with not less than one million (\$1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.
- C) Throughout the period of Agreement, COMPANY, at its sole cost, shall maintain in full force and affect a policy of workers' compensation insurance covering all of its employees as required by the labor code of the State of California.

ARTICLE XII – ENTIRE AGREEMENT

12.1 Security Provisions: AGENCY agrees to follow all defined security requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by COMPANY must complete a background check and must complete annual security awareness trainings.



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- B) AGENCY must inform COMPANY within 24 hours of an AGENCY employee with access to COMPANY services leaving their role.
- D) AGENCY must inform COMPANY of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- E) AGENCY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies we work with to obtain vehicle registered information.
- F) AGENCY understands that evidence of the security requirements may be requested to comply with COMPANY audit requirements of the governmental agencies we work with.

12.2 Permissible Use Provisions: AGENCY agrees to follow all defined permissible use requirements including but not limited to:

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



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- E) AGENCY must inform CONTRACTOR of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- F) AGENCY understands and agrees that permissible use requirements may change and be updated to reflect the most current permissible use requirements of the government agencies CONTRACTOR works with to obtain vehicle registered information.
- G) AGENCY understands that evidence of the permissible use requirements may be requested to comply with CONTRACTOR audit requirements of the governmental agencies CONTRACTOR works with.
- H) AGENCY understands that tracking of activity will occur for annual reviews to be conducted by CONTRACTOR to ensure the confidentiality and privacy required for government agency provided information.
- I) AGENCY 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) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

ARTICLE XIII – ENTIRE AGREEMENT

13.1 Integrated Agreement: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.

13.2 Law Applicable: This Agreement shall be construed in accordance with the Laws of the State of California.



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13.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:



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AS TO THE AGENCY:

**Richardson Bay Regional Agency
3501 Civic Center Drive, Room308
San Rafael, California 94903**

AS TO THE COMPANY:

**Data Ticket Inc.
a California Corporation
2603 Main Street, Suite 300
Irvine, California 92614**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

AGENCY: RICHARDSON BAY REGIONAL AGENCY

COMPANY: DATA TICKET, INC

Signature: James Malcolm

Signature: Brook West

Print Name: James Malcolm

Print Name: Brook West

Title: Harbormaster

Title: COO

Date: May 24, 2023

Date: 5-24-2023