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**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:**

**County of Sonoma, Department of  
Health Services' Sonoma County  
Animal Services  
1247 Century Court  
Santa Rosa, California 95403  
(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 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% per month (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. All work performed by COMPANY hereunder shall not exceed a total of \$50,000/year, without prior written approval from AGENCY.

**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 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 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 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.

**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 and as required by law. 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. If AGENCY intends to release any information marked as "CONFIDENTIAL" by COMPANY pursuant to law, including California Public Records Act, AGENCY shall inform COMPANY in writing not less than ten (10) days prior to such disclosure to allow COMPANY to seek a protective order.

**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.

**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.

**4.11 SONOMA COUNTY REQUIRED CONTRACT TERMS:**

- A. Statutory Compliance/Living Wage Ordinance. COMPANY agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, COMPANY expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- B. Nondiscrimination. Without limiting any other provision hereunder, COMPANY shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- C. AIDS Discrimination. COMPANY agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

**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 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 a period of 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 scheduled term, this Agreement shall automatically renew for subsequent one (1) year periods. In conjunction with this automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY has thirty days to respond in writing to the proposed price adjustments. 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, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall 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 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, 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 accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including COMPANY, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. COMPANY agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such COMPANY's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to COMPANY's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **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 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 one million (\$1,000,000) 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 – SECURITY**

**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.
- B) All AGENCY employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.
- C) 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.
- G) 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.

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:

### Exhibit A – Fee Proposal

Description of Service	Cost Model 1	Cost Model 2
<b>Manual Administrative Citation Processing</b> <i>Services for the above-mentioned items include:</i> <ul style="list-style-type: none"> <li>On-site data entry of manually written citations performed within 48 hours of receipt</li> <li>On-site quality assurance verification of manually entered citations</li> <li>Scanning of all manually written citations onto our network for storage and ease of retrieval</li> <li>Bi-monthly shredding of manually written citations</li> </ul>	**\$13.00 per citation	\$7.00 per citation
<b>Electronic Administrative Citation Processing:</b> \$17.00 <i>Services for the above-mentioned items include:</i> <ul style="list-style-type: none"> <li>Automated citation transmission into Data Ticket's Citation Management Solution 24/7</li> <li>Automated confirmation email detailing successfully transmitted citations</li> <li>Automated transmission of photos attached to citations</li> </ul>	\$11.00 per citation	\$5.00 per citation
<b>Semi-Custom Noticing:</b> Included <i>Services for the above-mentioned items include:</i> <ul style="list-style-type: none"> <li>A single Courtesy Notice printed on an 8 1/2 x 11" piece of paper and provided in a window envelope will be sent to the responsible party</li> <li>All notices are attached to the citation online and are viewable via the web</li> <li>All notices sent via 1<sup>st</sup> Class Mail</li> <li>All notices include a return envelope in which the responsible party may submit payment</li> <li>This cost will increase as the US Postal Service increases the 1<sup>st</sup> Class postage rate</li> <li>Notices will be sent daily, Monday - Friday</li> </ul>	Included	\$0.80 per notice

Description of Service	Cost Model 1	Cost Model 2
<b>Additional Correspondence</b> <b>Services for the above-mentioned items include:</b> <ul style="list-style-type: none"> <li>Courtesy Notice per the City's requirements</li> </ul>	\$1.50 per letter	\$1.50 per letter
<b>Delinquent Collections</b> <b>Services for the above-mentioned items include:</b> <ul style="list-style-type: none"> <li>In addition to the 1<sup>st</sup> Courtesy Notice, two additional notices will be sent to the responsible party, at a time frame to be defined by the Agency</li> <li>Notices will include a return envelope in which the responsible party may submit payment</li> <li>Notices will be sent via 1<sup>st</sup> Class Mail, for which Data Ticket will be responsible</li> <li>A citation is considered delinquent at Cite Date plus 31 days</li> <li>All notices are sent via First Class mail and all notices are printed on an 8 1/2 x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment</li> <li>All notices are attached to the citation online and are viewable via the web</li> <li>Notices will be sent via 1<sup>st</sup> Class Mail, and Data Ticket will be responsible for the cost incurred</li> <li>Notices will be sent daily, Monday - Friday</li> <li>If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee</li> </ul>	Included	25% of revenue collected
<b>Adjudication Holds and Scanning</b> <b>Services for the above-mentioned item include:</b> <ul style="list-style-type: none"> <li>Data Ticket will accept Hearing Requests on behalf of the Agency</li> <li>Dependent on the Agency's choice, Data Ticket will either review and approve the Hearing Request or provide the documentation received to the Agency for its decision</li> <li>If the Request is accepted, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution so it is displayed on the web for the Agency's Staff and the Hearing Officer</li> </ul>	Included	\$.50 per hold

Description of Service	Cost Model 1	Cost Model 2
<b>Adjudication Letters</b> <i>Services for the above-mentioned item include:</i> <ul style="list-style-type: none"> <li>For each request received, Data Ticket will send a semi-custom Hearing Approval Letter and a Schedule letter or it will send a Semi-Custom Denial Letter</li> <li>Once the Hearing has been held, Data Ticket will send a semi-custom disposition letter to the Appellant detailing the Hearing Officer's findings</li> <li>All Letters are sent via First Class mail and all Letters are printed on an 8 1/2 x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment</li> <li>All Letters are attached to the citation online and are viewable via the web</li> <li>Letters will be sent via 1<sup>st</sup> Class Mail, and Data Ticket will be responsible for the cost incurred</li> <li>Should the Agency request Letters to be sent via Certified Mail, Data Ticket will arrange this at a cost of \$5.00 per Letter</li> <li>Letters will be sent daily, Monday - Friday</li> </ul>	Included	\$1.25 per letter
Certified Letter Fee- Optional	\$8.00 per letter	\$8.00 per letter
<b>Administrative Hearings</b> <i>Services for the above-mentioned item include:</i> <b>\$40.00 per hearing</b> <ul style="list-style-type: none"> <li>Data Ticket's independent, certified, insured hearing officers will be provided to perform in-person, phone, and written hearings, as required by the Agency</li> <li>Each hearing request will be reviewed, heard or read, and all required research will be performed</li> <li>The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket</li> <li>The City will incur costs associated with mileage</li> <li>Data Ticket will work with the Agency to arrange for the use of a conference room at a Agency location or the Agency may elect to have citations heard at a centralized location within the County</li> </ul>	\$85.00 per hour	\$85.00 per hour
<b>Franchise Tax Board SSN Look-up</b> <i>Services for the above-mentioned item include:</i> <ul style="list-style-type: none"> <li>This fee will be assessed to lookup a social security number associated with a particular registered owner and address</li> <li>This charge is charged per unique SSN, not per citation</li> </ul>	\$2.50 per unique SSN	\$2.50 per unique SSN

Description of Service	Cost Model 1	Cost Model 2
<p><b>FTB Collections</b></p> <p><b>Services for the above-mentioned item include:</b></p> <ul style="list-style-type: none"> <li>• This fee is charged if a citation is paid at the Franchise Tax Board</li> <li>• This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged</li> <li>• <b>Data Ticket will send a custom FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail</b></li> <li>• All notices are attached to the citation online and are viewable via the web</li> <li>• <b>Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full</b></li> <li>• <b>If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee</b></li> <li>• <b>Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail</b></li> </ul>	15% of revenue collected	15% of revenue collected
<p><b>Advanced Collections Legal Action Not Required</b></p> <p><b>Services for the above-mentioned item include:</b></p> <ul style="list-style-type: none"> <li>• This fee is charged if a citation is paid at Advanced Reporting Collections</li> <li>• This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at Collections, only the 30% of revenue collected will be charged</li> </ul>	30% of revenue collected	30% of revenue collected
<p><b>Joint / Escrow Banking Services</b></p> <p><b>Services for the above-mentioned item include:</b></p> <ul style="list-style-type: none"> <li>• Daily deposits of funds to the Agency's escrow account</li> <li>• Online, real-time reconciliation reports that tie directly to the bank statement</li> <li>• Processing of all credit card charge-backs and Insufficient Funds</li> <li>• Month-end reconciliation of all funds collected</li> <li>• Payment of Data Ticket's invoice</li> <li>• Disbursement of the net remittance to the Agency</li> <li>• Scanning of all payments directly to joint bank account daily using remote check deposit</li> <li>• The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year</li> </ul>	\$150.00 per month	\$150.00 per month

Description of Service	Cost Model 1	Cost Model 2
<b>Charge-backs and NSF's – Joint Escrow Only</b> <b>Services for the above-mentioned item include:</b> <ul style="list-style-type: none"> <li>• Data Ticket will process credit card charge-backs and NSF's when notified of each occurrence</li> <li>• Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation</li> </ul>	Included	Included
<b>Refunds – Joint Escrow Only</b> <b>Services for the above-mentioned item include:</b> <ul style="list-style-type: none"> <li>• Data Ticket will process refunds when notified of each need</li> <li>• In the event the utilizes Joint Banking Data Ticket will verify, generate and send each refund due</li> <li>• Refunds will be issued weekly</li> <li>• Refunds will be sent weekly via 1<sup>st</sup> Class Mail</li> </ul>	Included	Included
<b>Monthly Minimum</b> <ul style="list-style-type: none"> <li>• A minimum fee of \$250.00 will be charged on a monthly basis if services do not reach this level</li> </ul>	\$250.00	\$250.00



2603 Main Street, Suite 300  
Irvine, CA 92614  
949 428-7241 - Phone  
ClientServices@DataTicket.com

## SERVICES INCLUDED AT NO ADDITIONAL COST

### Online Access for the Agency's Patrons: Included

The Agency's Patrons will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request an Administrative Hearing and attach up to three documents supporting their position (optional)
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

### Online Access for the Agency's Staff: Included

Access to the Agency's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, location, comments, and others
- View the complete reason for a Hearing Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- Print a receipt

### Conversion: Included

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency



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## SERVICES INCLUDED AT NO ADDITIONAL COST

### Reporting:

Included

- Data Ticket offers 23 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

### Manual Payment Processing:

Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

### Customer Service:

Included

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review.
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

### Web Presence:

Included

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com); this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Agency's Patrons to access citations online



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## **SERVICES INCLUDED AT NO ADDITIONAL COST**

- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

### **Credit / Debit Card Processing** **\$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com), via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the Patron is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee

### **Payment Plan Processing** **variable cost**

- An administrative fee will be assessed to Patrons or the City (if they wish to pay in lieu of the Patron paying) who wish to participate in a payment plan
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

### **Credit Card Chargeback Processing** **\$33.50 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 Agency

### **Cost Increases:**

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

**CPI Increases – There will be NO CPI increases for the duration of the agreement**



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AS TO THE AGENCY:

**County of Sonoma on behalf of  
the Department of Health  
Services' Sonoma County  
Animal Services  
1247 Century Court  
Santa Rosa, California 95403**

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: COUNTY OF SONOMA

COMPANY: **DATA TICKET, INC**

Signature: \_\_\_\_\_

Print Name: Nolan Sullivan

Title: Director, Department of Health Services

Date: \_\_\_\_\_

A large black rectangular redaction box covering the signature area for the company.

Title: COO

Date: 10-16-2025