

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF SAN JOSE AND TURBO DATA SYSTEMS, INC.
FOR PARKING CITATION MANAGEMENT AND PERMIT MANAGEMENT
SYSTEMS (INCLUDING SUBSYSTEMS) AND PROCESSING SERVICES**

This First Amendment to the Agreement for Parking Citation Management and Permit Management Systems (Including Subsystems) (“Agreement”) between the City of San José, a municipal corporation (hereinafter “City”), and Turbo Data Systems, Inc., a California corporation, (hereinafter “Contractor”), is entered into on the date of execution by City (“Effective Date”). Each of City and Contractor are sometimes hereinafter referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, on July 1, 2021, City and Contractor entered in an agreement entitled “Agreement for Parking Citation Management and Permit Management Systems (Including Subsystems)” (“Agreement”) for an initial term through June 30, 2022, and nine one-year options through June 30, 2031; and

WHEREAS, City and Contractor now wish to amend the Agreement to retroactively extend the initial term from June 30, 2022 through June 30, 2023 to complete system implementation, correspondingly increase the maximum compensation for the initial term from \$1,385,730 to \$2,476,260, and provide nine one-year options to extend the Agreement through June 30, 2032, subject to the annual appropriation of funds;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION 1. Section 2, entitled “TERM OF AGREEMENT,” is hereby amended to read as follows:

2 TERM OF AGREEMENT

2.1 Term

The term of this Agreement is from July 1, 2021 to June 30, 2023 (“Initial Term”), inclusive, subject to the provisions of Section 14 TERMINATION and subsection 2.2 “Options to Extend.”

2.2 Options to Extend

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to nine (9) additional one-year terms (“Option Periods”) through June 30, 2032 for citation issuance and processing; permit issuance, processing, and fulfillment; automatic license plate recognition (ALPR), a geographic information system (GIS); an online portal; and maintenance and staffing of the Office of Parking Violations (OPV). City shall provide Contractor written notice in the form of Exhibit E of its intention to exercise its option prior to the end of the then current term.

3.3 No Waiver

City’s agreement to extend the term of this Agreement is not a waiver of the “time is of the essence” provision in Section 5.

Notwithstanding this Section, the Parties agree that the preliminary project schedule set forth in Exhibit A-2 and the ability of the Parties to provide and use the products and/or

services under this Agreement may be limited if business activities are subject to local, state, or federal mandates and advisories for managing public health and safety related to the COVID-19 pandemic or other force majeure. The Parties agree that the provision of products and services and the payment for such products and services may be postponed or suspended following execution of this Agreement by the City and that the Parties are not required to act on this Agreement until the City issues a written notice to proceed.

SECTION 2. Section 5, entitled “PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE,” is hereby amended to read as follows:

5 PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Contractor shall perform the Services according to the terms and provisions of the preliminary schedule set out in the attached Revised Exhibit A-2, entitled "Preliminary Project Implementation Schedule." Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

SECTION 3. Section 9, entitled “COMPENSATION,” is hereby amended to read as follows:

9 COMPENSATION

9.1 Contract Maximum

The total contract price in U.S. dollars shall not exceed Two Million Four Hundred Seventy-Six Thousand Seven Hundred Sixty Dollars (\$2,476,260) during the Initial Term (“Maximum Compensation”). The terms, rates, and schedule of payment are set forth in the attached Revised Exhibit B, entitled “Compensation.” Contractor shall submit to City invoices at the completion of each milestone, but no more frequently than monthly, with a breakdown of Services as provided in Revised Exhibit B. City will make payments to Contractor within thirty (30) days after the date of approval of each invoice. City will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution.

9.2 Non-Funding

Each payment obligation of City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Contractor, the product or service directly or indirectly involved in the performance of that function may be terminated by City at the end of the period for which funds are available. City shall notify Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds.

No penalty shall accrue for City in the event this provision is exercised, and City shall not be liable for any future payments due or for any damages as a result of termination under this Section 9.2. This provision shall not be construed so as to permit City to terminate this Agreement or any products or services in order to acquire similar equipment or service from another party. Contractor agrees to render any assistance which City may seek in affecting a transfer of any right of City in this Agreement, or any part hereof, that is required of City pursuant to the securing of financing hereunder. Despite the foregoing, the City shall pay Contractor for any Services performed or product delivered in accordance with this Agreement up to the date of termination.

SECTION 4. Section 30, entitled “NOTICES,” is hereby amended to read as follows:

30 NOTICES

30.1 Manner of Giving Notice: All notices and other communications required by this Agreement must be in writing and must be made via e-mail, personal service, trackable delivery service, or United States mail, postage prepaid.

30.2 When Effective: A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is delivered by a trackable delivery service is effective when signed for. A notice or other communication that is mailed is effective three (3) business days after deposit in the United States mail.

30.3 To Whom Given: All notices and other communications between the Parties required or permitted to be given under this Agreement must be given to the individuals identified below:

To the City: City of San José
Attention: Director of Finance
200 East Santa Clara St., 13th Floor
San José, CA 95113
purchasing@sanjoseca.gov

To the Contractor: Turbo Data Systems, Inc.
Attention: Roberta J. Rosen
1551 N Tustin Ave., Suite 950
Santa Ana, CA 92705
(714) 573-5757
roberta@turbodata.com

30.4 Changing Contact Information: Either Party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other Party pursuant to Section 30.

SECTION 5. Exhibit A-2 entitled “Preliminary Project Implementation Schedule” is amended in its entirety as set forth in Revised Exhibit A-2, which is attached hereto and incorporated herein.

SECTION 6. Exhibit B entitled “Compensation” is amended in its entirety as set forth in Revised Exhibit B, which is attached hereto and incorporated herein.

SECTION 7. All terms and conditions of the original Agreement not specifically modified by this First Amendment shall remain unchanged and in full force and effect.

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WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names.

City of San José (“City”)
a municipal corporation

Jennifer Cheng

Email: jennifer.cheng@sanjoseca.gov
Date: 09/20/2022 GMT

By: _____
Jennifer Cheng
Deputy Director, Finance

Turbo Data Systems, Inc. (“Contractor”)
a California corporation

Roberta J Rosen

Email: roberta@turbodata.com
Date: 09/20/2022 GMT

By: _____
Roberta J. Rosen
President

APPROVED AS TO FORM:

Diana Yuan

Email: diana.yuan@sanjoseca.gov
Date: 09/20/2022 GMT

By: _____
Diana Yuan
Deputy City Attorney

Elie Sleiman

Email: elie@turbodata.com
Date: 09/20/2022 GMT

By: _____
Elie M. Sleiman
Secretary

REVISED EXHIBIT A-2 PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Implementation of this project will proceed in accordance with the Preliminary Project Implementation Schedule set forth below in Table A1, except as may be modified into a Final Project Implementation Schedule that is approved by the City during project initiation and shall reflect tasks in the appropriate order with estimated dates and based on elapsed time as approved by the City. The Final Project Implementation Schedule will become the governing project schedule incorporated into the Agreement. The Project Implementation Schedule is based upon work being accomplished Monday through Friday during normal business hours (defined as 8:00am to 5:00pm Pacific Time), with the exception of City holidays.

Table A1: Preliminary Project Implementation Schedule

TDS SYSTEM SERVICES - PRELIMINARY IMPLEMENTATION PLAN		As of: 3/9/2021
System Service	Calendar Days to Completion	
CPMS Parking Management System	Fully operational now. No time required	
HCIS Handheld Citation Issuance System	Operational now with 50 units 30-45 days to expand to 65 units.	
ALPR Automated License Plate Recognition	60 days to go live with 5 Motorola ALPR systems.	
PMS Permit Management System (GAP)	60 Days to go live with Residential Permits	
Online Portal for Citations & Permits	6 - 8 Months for Public Online Parking Portal.	
GIS Reporting	4 - 5 Months for GIS reporting	

CPMS IMPLEMENTATION				
DAY 0				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Date
Contractor City	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
Transition Items All items listed are completed with Contractor	Vendor transition items completed and not required <ul style="list-style-type: none"> · Import citation data; (Normally 15-30 working days) · Order manual citations; (Normally 30-45 working days) · Establish new Office of Parking Violations; (Normally 2-3 months) · Transfer of DMV access (Normally 6-8 weeks for DMV) 	7/1/2021	0	Not Required Completed with TDS
Completed Services and software are fully completed and operational with Contractor	CPMS operational now (Normally: 90 Days+ with new staffing) <ul style="list-style-type: none"> · Hire and train call center and walk-in service staff for OPV · CPMS software solution (ticketPROweb and pticket.com) · Parking citation processing · Notice configuration & mailing schedules · DMV interface; · Online Portal and IVR payment for the public (pticket.com); · Financial deposits and reconciliation; · Franchise Tax Board collection processing; · Reporting requirements; · Administrative adjudication processing; · City staff access and training 	7/1/2021	0	Not Required Completed with TDS
Contractor City	Schedule Kick-off Meeting	7/1/2021	1	7/1/2021

CPMS Implementation Start Date: July 1, 2021				
Contractor City	Kick-off Meeting - Introductions, Key Contacts, Project Managers - CPMS Implementation Review - Overview of existing ticketPRO services - Identify/Demo new services and features - Set milestones and completions timelines - Confirm all deliverables and criteria for completion	7/1/2021	1	7/1/2021
Contractor	Configure Online Hearing Request Option for public (Updated this First Amendment)	7/2/2021	43	Prior to 10/31/2022
Contractor City	Training Date for CPMS new feature (1-2 hour per session)	8/30/2021	2	8/31/2021
Contractor	New CPMS updates ready	9/1/2021	0	9/1/2021

HCIS IMPLEMENTATION-ticketPRO Mobile				
DAY 0				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
Contractor City	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
50 of 65 HCIS systems operational	HCIS operational now: - The City has 50 ticketPRO Mobile issuance units fully operational with ticket stock and envelopes.	7/1/2021	0	Operational Now
Contractor City	Schedule Kick-off Meeting	7/1/2021	0	7/1/2021
HCIS Implementation Start Date: July 1, 2021				
Contractor San Jose Motorola	Kick-off Meeting - Introductions, Key Contacts, Project Managers - HCIS Implementation Review - Overview of existing ticketPRO Mobile (TPM) and existing services - Identify/Demo new services and features - Permit Lookup - ALPR interface - Approve smartphone and printer models - Determine new hardware quantities for new contract 1. Add 15 TPM units to existing 2. Replace all existing with 65 total units - Approve TPM accessories - Set milestones and completions timelines	7/1/2021	1	7/1/2021
Contractor	Order new TPM hardware (eta based on availability) - Smartphones - Phone Charging Stations - Bluetooth Printers - Battery Charging bays - Additional agency approved accessories - Citation rolls and envelopes (if needed)	7/2/2021	15	7/23/2021
	Order new TPM supplies - Citation rolls and envelopes (if needed)	7/2/2021	30	7/13/2021
Contractor	Configure DAR Reporting (Updated this First Amendment)	7/23/2021	50	12/31/2022 or prior
Contractor	Install TPM software onto new hardware	7/30/2021	5	8/6/2021
Contractor Motorola	Test TDS/Motorola data exports & LPR Notify feature	8/6/2021	5	8/13/2021
Contractor	Deliver citations and envelopes (if needed)	8/16/2021	1	8/16/2021

Contractor San Jose	Deliver new HCIS hardware to agency - Decommission/Replace existing units (if required) - Activate new units - Install new charging stations	8/16/2021	2	8/17/2021
Contractor San Jose Motorola	Training with PCOs (2-hour sessions) - ALPR interface and LPR Notify - New ticketPRO Mobile feature training	9/20/2021	2	9/21/2021
Complete	HCIS implementation completed	9/21/2021	0	9/21/2021

ALPR IMPLEMENTATION				
DAY 0				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
Contractor City	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
Contractor City Motorola	Schedule Kick-off Conference Call	Prior to 7/1/2021	0	Prior to 7/1/2021

ALPR Implementation Start Date: July 2, 2021				
Motorola City Contractor	Kick-off Conference Call (30-60Minutes) - On this call, participating teams confirm they are aligned on deliverables and determine next steps for the project. Participants will discuss the specifics of the deployment phases, and ensure the parties involved know what is expected for the project.	7/2/2021	1	7/2/2021
Motorola City	Back Office Training - This initial, 60-minute training covers back-office operations, including Vigilant ClientPortal usage. This training covers how to set up and manage users, set up vehicles, set up zones, and perform reporting. Scheduling for back-office training is typically discussed on the kickoff call and can take multiple meetings to ensure sufficient training is provided.	7/6/2021	15	7/25/2021
Motorola	Shipment - Motorola Solutions will ship hardware to San Jose in this phase. Hardware shipments can take up to 30 calendar days to arrive.	7/5/2021	24	8/9/2021
Motorola City	Installation - Once hardware has been delivered, Motorola Solutions will schedule installation with its certified third-party installers. The projected completion date of this task is subject to change based on third party installers availability.	8/10/2021	3	8/13/2021
Motorola City	System startup & commissioning; Vigilant CarDetector Mobile training - This training is scheduled once installation is completed, and includes final camera commissioning by Motorola Solutions' Sales Technician to ensure the cameras are aimed correctly and functioning properly. This typically takes 3.5 hours, but may vary based on the size of San Jose's operation. Motorola Solutions' Sales Technician will train personnel on using Vigilant CarDetector Mobile while on-site, and help train staff on other solution software that is being implemented. This 1 hour training is geared towards enforcement officers, covering the software they will use on a day-to-day basis.	8/17/2021	1	8/17/2021
Motorola City	Pre go-live testing period - This is the last phase of the onboarding process, a soft go-	8/18/2021	10	9/1/2021

Contractor	live that lasts approximately 1-2 weeks. This allows all involved parties to test the system in a low-stakes live environment prior to fully transitioning over to our LPR solution. During this time, we can ensure there are no unforeseen issues to address with third-party integrations or the installation, and ensure staff is using the system correctly.			
Complete	ALPR Implementation Complete	9/2/2021	0	9/2/2021

PMS IMPLEMENTATION - getaPERMIT.net (GAP)

DAY 0

Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
Contractor City	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
Contractor City	Schedule Kick-off Meeting	Prior to 7/1/2021	0	Prior to 7/1/2021
PMS Implementation Start Date: July 1, 2021				
Contractor City	Kickoff Meeting <ul style="list-style-type: none"> · Introduce Project Manager and TDS support contacts for PMS · Identify key City contacts to supply permit data and parameters · Brief demo of getaPERMIT system access for public and City · Demo of GAP Mobile app for public use · High level review of Residential, Tow Away, Haul Route and other City permits 	7/1/2021	1	7/1/2021
Contractor City	Permit Meeting with TDS and City contacts review data/parameters needed from City <ul style="list-style-type: none"> · Residential Addresses with zone/district information · List of City users for GAP · Detail review and samples of permit types · Permit parameters (price, duration, quantity limits, required documents from public) · Permit prorating and/or discounts · Replacement/Change fees · Existing permit data (accounts, name/addresses, vehicles, permit numbers, etc.) 	7/2/2021	1	7/2/2021
Contractor	Configuration of GAP <ul style="list-style-type: none"> · Create permit types with parameters · Import Address/Zone data · Determine City and TDS permit stock inventory · Permit inventory stock provide by City to TDS · Obtain FAQ permit information from City · Setup custom GAP page text for agency 	7/6/2021	9	7/16/2021
Contractor City	Meeting: Tow-Away and Haul-Route permit discussion <ul style="list-style-type: none"> · Review parameters · Import Address/Zone data · Review required fields · Obtain TAP and HRP permit data from City (Updated this First Amendment) 	7/7/2021	1	4/30/2023
Contractor	GAP testing and final setup (Residential Permits) <ul style="list-style-type: none"> · Confirm issuance by type, zone, permit sequence · Create and confirm permit fulfillment letter design with City 	7/19/2021	10	7/30/2021

	· Assign payment merchant to agency in GAP			
Contractor City	GAP training for agency users	8/2/2021	1	8/2/2021
City	Staging/Sandbox GAP available to City Staff	8/2/2021	10	8/13/2021
Residential Complete	GAP Residential permits ready for public	8/16/2021	1	8/16/2021
Contractor City	Tow-Away & Haul-Route permit status meeting (Updated this First Amendment)	8/17/2021	1	4/30/2023
Contractor	Future Deployment: Tow-Away /Haul-Route permits (Updated this First Amendment)	8/23/2021	25 to 45 Days	4/30/2023
Contractor	Future Deployment: GAP Mobile App for public (Updated this First Amendment)	9/1/2021	40 Days	12/31/2022

ONLINE PORTAL FOR CITATIONS AND PERMITS

DAY 0

Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
Contractor City	Sign Contract and determine Go Live Date (Updated this First Amendment)	Prior to 7/1/2021	0	Prior to 6/30/2023
Contractor City	Schedule Kick-off Meeting (Updated this First Amendment)	Prior to 7/1/2021	0	Prior to 6/30/2023
Portal Implementation Start Date: September 1, 2021				
Contractor City	Kickoff Meeting · Introduce Project Manager and TDS support contacts · Review scope and parameters for online portal · Identify primary City project manager and support contacts · Set Milestone Dates	9/1/2021	1	9/1/2021
Contractor	TDS initial development	9/2/2021	23	10/1/2021
Contractor City	Status Update Meeting-Review initial development progress with City	10/2/2021	1	10/2/2021
Contractor	TDS development-Portal user interface/web design	10/2/2021	45	12/1/2021
Contractor City	Status Update Meeting	12/2/2021	1	12/2/2021
Contractor	TDS development-Final configuration and Testing	12/6/2021	30	1/20/2022
Contractor City	Status Update Meeting	1/21/2022	1	1/21/2022
Contractor City	TDS development with Agency Sandbox Testing	1/25/2022	14	2/11/2022
Contractor City	Status Update Meeting	2/14/2022	1	2/14/2022
Contractor City	Portal final testing and refinement	2/15/2022	14	3/3/2022
Go LIVE	Online Portal go live with public (Updated this First Amendment)	3/4/2022	1	Prior to 6/30/2023

GIS IMPLEMENTATION

DAY 0

Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
Contractor City	Sign Contract and determine Go Live Date (Updated this First Amendment)	Prior to 7/1/2021	0	Prior to 6/30/2023
Contractor City	Schedule Kick-off Meeting (Updated this First Amendment)	Prior to 7/1/2021	0	Prior to 6/30/2023

GIS Implementation Start Date: July 1, 2021

TDS San Jose	Kickoff Meeting • Identify assigned Project Manager and TDS support contacts for GIS • Identify key City contacts to supply current GIS data. • Brief demonstration of GIS features and proposed features	7/1/2021	1	7/1/2021
Contractor	fieldTRACKER Locate & Dispatch	7/1/2021	10	7/15/2021
Contractor	turboINSIGHTS citation mapping	7/16/2021	25	8/16/2021
Contractor	turboINSIGHTS permit mapping	8/17/2021	30	10/1/2021
Contractor City	Training: turboINSIGHTS	10/4/2021	1	10/4/2021
Contractor	Tow-Away, Haul-Route Mapping	10/4/2021	25	11/2/2021
Contractor City	Training: Tow-Away and Haul-Route permits	11/3/2021	1	11/3/2021
Complete	GIS complete (Updated this First Amendment)	11/4/2021	1	Prior to 6/30/2023

REVISED EXHIBIT B COMPENSATION

1 COMPENSATION AND PAYMENT TERMS

- 1.1 The maximum amount payable for all products and services provided under this Agreement shall not exceed **Two Million Four Hundred Seventy-Six Thousand Two Hundred Sixty Dollars (\$2,476,260)** during the Initial Term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.
- 1.2 Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms, following delivery and acceptance of designated milestones as shown below in Table B1: Payment Schedule. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.
- 1.3 Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect each deliverable and reject upon notification to Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by Contractor. If City receives deliverables with defects or nonconformities not reasonably apparent on inspection, the City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

2 PROJECT PERFORMANCE AND PAYMENT SCHEDULE

- 2.1 Work shall commence upon Contractor's receipt of a written Notice to Proceed (NTP) from the City's designated project manager to commence work on the project. Entry and exit criteria — criteria that shall be met before initiating or completing a project task, respectively — shall be specified by City's designated project manager. Contractor shall obtain written approval from City's designated project manager before proceeding to work on any milestone or task pertaining to the project. All timeline dates are understood to be close of business, 5:00 pm Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.
- 2.2 Compensation and payments shall be made to Contractor by City based on Net Thirty (30) days payment terms.
- 2.3 Implementation Invoicing Procedure: Contractor will invoice the City upon completion of each milestone but not more frequently than monthly.
- 2.4 Ongoing Annual Services Invoicing Procedure: Contractor shall invoice the City annually for applicable ongoing services including subscription, technical support, maintenance, and hosting fees beginning on the date of final acceptance or the end of the Warranty Period. City shall prepay a year in advance for applicable ongoing subscription, technical support, maintenance, and hosting services provided under the Agreement.

2.5 The City agrees to compensate Contractor for the Services performed and the Software and software customizations provided in accordance with the terms and conditions of this Agreement. Contractor shall invoice City in accordance with the Payment Schedule in Table B1 below:

Table B1: Payment Schedule

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
Citation Processing Management System (CPMS) (Including the Establishment and Staffing of the Office of Parking Violations and the Customer Service Call Center)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	9/2/2021	\$0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.1, Sections 2-11	8/2/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 and Exhibit A-1.1, Sections 2-11	8/31/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	8/31/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 and Exhibit A-1.1, Sections 2-11	8/31/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.1, Sections 2-11	8/31/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	8/31/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8 and Exhibit A-1.3, List of Required Reports	9/1/2021	0
Handheld Citation Issuance System (HCIS)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	9/22/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.2, Sections 1.1-1.6	8/17/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 and Exhibit A-1.2, Sections 1.1-1.6	8/17/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	9/1/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 and Exhibit A-1.2, Sections 1.1-1.6	9/1/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.2, Sections 1.1-1.6	9/20/2021	0

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	9/21/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8	9/21/2021	0
Online Portal (Citations)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	9/2/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.5, specifically the following sections contained therein as they pertain to citations: Section 3, Sections 4.1.1-4.1.2, 4.1.4-4.1.8, 4.2-4.5, 4.7-4.13, Section 5, and Section 8	8/2/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.5, specifically the following sections contained therein as they pertain to citations: Section 3, Sections 4.1.1-4.1.2, 4.1.4-4.1.8, 4.2-4.5, 4.7-4.13, Section 5, and Section 8	8/31/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	8/31/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.5, Section 6 as it pertains to citations	8/31/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.5, specifically the following sections contained therein as they pertain to citations: Section 3, Sections 4.1.1-4.1.2, 4.1.4-4.1.8, 4.2-4.5, 4.7-4.13, Section 5, and Section 8	8/31/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	8/31/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8 pertaining to the requirements specified in Exhibit A-1.5 and the following sections contained therein as they pertain to citations: Section 3, Sections 4.1.1-4.1.2, 4.1.4-4.1.8, 4.2-4.5, 4.7-4.13, Section 5, and Section 8	9/1/2021	0
Final Acceptance	Final acceptance of CPMS, HCIS, and the Online Portal (Citations) (Updated this First Amendment)	6/30/2023 Or Prior	\$40,000
Automated License Plate Recognition (ALPR) System			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	9/3/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.4, Sections 1-8, and Section 10	8/13/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.4, Sections 1-8, and Section 10	8/17/2021	0

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and any data to be migrated to meet the requirements specified in Exhibit A-1.4, Sections 1-10	8/17/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.4, Section 9	8/17/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing the requirements specified in Exhibit A-1.4, Sections 1-10	9/1/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	8/17/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8	9/2/2021	0
Final Acceptance	Final acceptance of ALPR	9/6/2021	\$140,000
Permit Management System (PMS)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	11/2/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.6, Sections 1-7	10/1/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.6, Sections 1-7	11/1/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Sections 2.1.3.4 and Section 5, and any data to be migrated to meet the requirements specified in Exhibit A-1.6, Sections 1-7	11/1/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.6, Sections 3.7 and 3.8	11/1/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing the requirements specified in Exhibit A-1.6, Sections 1-7	11/1/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	11/1/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8.	11/1/2021	0
Final Acceptance	Final acceptance of PMS	11/2/2021	\$0
Online Portal (Permits)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	3/5/2022	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.5, specifically the following sections contained therein as they pertain to permits: Sections 3, 4, 5, 6, and 8	10/1/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.5, specifically the following sections	2/11/2022	0

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
	contained therein as they pertain to permits: Sections 3, 4, 5, 6, and 8		
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	3/3/2022	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.5, Section 6 as it pertains to permits	3/3/2022	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.5, specifically the following sections contained therein as they pertain to permits: Sections 3, 4, 5, 6, and 8	3/3/2022	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	3/3/2022	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8 pertaining to the requirements specified in Exhibit A-1.5 and the following sections contained therein as they pertain to permits: Sections 3, 4, 5, 6, and 8	3/4/2022	0
Final Acceptance	Final acceptance of PMS & Online Portal (Permits) (Updated this First Amendment)	Prior to 6/30/2023	\$29,400
Geographic Information System (GIS)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	11/5/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.6, Sections 3-7	10/1/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.6, Sections 3-7	11/2/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	11/2/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.6, Section 7	11/2/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.6, Sections 3-7	11/2/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	11/3/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8 pertaining to the requirements specified in Exhibit A-1.6, Sections 3-7	11/5/2021	0
Final Acceptance	Final acceptance of GIS (Updated this First Amendment)	Prior to 6/30/2023	\$29,400
SYSTEM IMPLEMENTATION (DURING INITIAL TERM) MAXIMUM COMPENSATION			\$238,800

Table B2: Price List (Amended this First Amendment)

	Initial Term (Year 1) (7/1/21-6/30/22)	Initial Term (Year 2) (7/1/22 – 6/30/23)	Option 1 (Year 3) (7/1/23 – 6/30/24)	Option 2 (Year 4) (7/1/24 – 6/30/25)	Option 3 (Year 5) (7/1/25- 6/30/26)	Option 4 (Year 6) (7/1/26- 6/30/27)	Option 5 (Year 7) (7/1/27- 6/30/28)	Option 6 (Year 8) (7/1/28- 6/30/29)	Option 7 (Year 9) (7/1/29- 6/30/30)	Option 8 (Year 10) (7/1/30- 6/30/31)	Option 9 (Year 11) (7/1/31- 6/30/32)	Total Not to Exceed
One-Time Implementation Costs												
1. <u>One-time Setup Fee - CPMS, HCIS, and the Online Portal (Citations) (Including the Office of Parking Violations & Customer Service Call Center)</u>	\$40,000											
2. <u>One-time Setup Fee - ALPR System</u>	140,000	84000										
3. <u>One-time Setup Fee - Permit Management System & Online Portal (Permits)</u>	29,400											
4. <u>One-time Setup Fee - Geographic Information System</u>	29,400											
Subtotal Implementation	\$238,800											\$238,800
Ongoing Costs												
5. <u>Handheld Units, Including Printers and Accessories (65 at \$1,020 each)</u>	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$663,000
6. <u>ALPR System, including accessories (5 at \$3,648 each)</u>	18,240	18,240+10944	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	182,400
7. <u>All Hardware and Software Licenses / Subscriptions</u>	0	0	0	0	0	0	0	0	0	0	0	0
8. <u>Citation Processing (estimated based on 240,000 citations)</u>	684,000	684,000	684,000	684,000	684,000	684,000	684,000	684,000	684,000	684,000	684,000	6,840,000
9. <u>Online Portal (5,000 Concurrent Users)</u>	26,400	0	26,400	26,400	26,400	26,400	26,400	26,400	26,400	26,400	26,400	264,000
10. <u>Office of Parking Violations</u>	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	600,000
11. <u>Special Collections (based on 24% collection fee)</u>	23,040	23,040	23,040	23,040	23,040	23,040	23,040	23,040	23,040	23,040	23,040	230,400
12. <u>Franchise Tax Board Collections (estimated based on 35% rate)</u>	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000	1,260,000
13. <u>Permit Management System</u>	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	144,000
14. <u>Permit Fulfillment (estimated based on \$6/permit)</u>	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	810,000
15. <u>GIS</u>	30,000	0	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
16. <u>Permit Credit Card Fees (estimated based on 3.9% convenience fee)</u>	17,550	17,550	17,550	17,550	17,550	17,550	17,550	17,550	17,550	17,550	17,550	175,500
Subtotal Ongoing Costs	\$1,146,930	\$1,090,530	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$12,559,830
MAXIMUM COMPENSATION NOT TO EXCEED	\$1,385,730	\$1,090,530	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$12,798,630

All amounts stated above are in United States currency.

3 RENEWAL PERIOD COMPENSATION

- 3.1 After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 2.2 (“Options to Extend”) at the same rates as the Initial Term unless otherwise requested and agreed to in writing by the Parties.
- 3.2 Price Renegotiation. Contractor may request adjustments to compensation rates sixty (60) days prior to an option term. Contractor shall provide information justifying reasons for any increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase by more than the Producer Price Index (PPI) final demand - WPUFD4 (<https://data.bls.gov/cgi-bin/surveymost?wp>) and does not exceed 3% over the previous year’s fees, unless the City’s Living and/or Prevailing Wage, if applicable, increases by more than 3% or unless otherwise negotiated.
- 3.3 City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term. The City’s Director of Finance or designee is authorized to exercise options on behalf of the City.