

**AGREEMENT BY AND BETWEEN**  
**THE CITY OF LONG BEACH, NEW YORK (CITY)**  
**AND**  
**COMPLUS DATA INNOVATIONS, INC. (COMPLUS)**

**DATED: FEBRUARY 6, 2012**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between Complus Data Innovations, Inc (COMPLUS), with offices at 560 White Plains Road, Tarrytown, New York 10591 and the City of Long Beach, New York (CITY), with offices at 1 West Chester Street, Long Beach, New York 11561 as both an extension and amendment to CITY'S current contract #005/08 with COMPLUS, dated December 8, 2008 for the processing of parking tickets using the *FastTrack*<sup>™</sup> Parking Ticket Management System (*FastTrack*<sup>™</sup>). The Terms and Conditions of this Agreement are as follows:

1. COMPLUS will provide all equipment listed on Schedule I, attached to this Agreement. CITY will promptly acknowledge, on the form attached as Exhibit A, receipt of all such equipment and that such equipment is in good working order. This equipment is for the sole purpose of providing access to *FastTrack*<sup>™</sup>. The CITY acknowledges that this equipment is the property of COMPLUS and agrees to exercise reasonable care of said equipment while in its possession. Any handhelds that become lost or stolen will be the sole responsibility of the CITY and will be billed to the CITY at the cost of \$4,500.00 per unit. All handheld equipment listed on Schedule I will be replaced and upgraded every 36 months during the life of this Agreement, under COMPLUS' 36-month Handheld Replacement Policy. However, should newer handheld technology emerge that would greatly improve efficiencies for the CLIENT prior to the 36 month upgrade date, both the CLIENT and COMPLUS agree to discuss the possibility of an earlier upgrade date.
2. COMPLUS will be responsible for the maintenance, repairs, and replacement of said equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect, or misuse of the equipment (including without limitation a repair arising from or in connection with software other than software provided by COMPLUS and/or use of the equipment for other than *FastTrack*<sup>™</sup> use) shall be made at the sole expense of the CITY. All expenses related to the repair or replacement of equipment which is required as the result of an accident, neglect, or misuse, will be billed to CITY. This includes, but is not limited to, the actual cost of the repair or replacement of said equipment, along with shipping expenses, travel expenses if required, and labor costs. Travel expenses, if required, must be pre-approved by CITY before repairs will be scheduled.
3. Repairs to equipment and/or reinstallation and/or modification of software which are required as a result of changes or modifications made by the CITY, shall be made at the sole expense of the CITY. This includes, but is not limited to the actual cost of the repair or replacement of

said equipment, along with shipping expenses, travel expenses if required, and labor costs. These costs and expenses must be pre-approved by the CITY and conform to CITY'S billing practices.

4. Additional services requested by the CITY that are not described in this Agreement must be submitted in writing by the CITY. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by the CITY prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, CITY requested software modifications and/ or relocation of equipment.
5. COMPLUS will provide remote access to its computer via a web-based application that utilizes Citrix technology. Access time will be 22 hours per day, seven days a week. The System will be unavailable due to daily maintenance—from midnight until 2:00 a.m. Eastern Time. COMPLUS will not be responsible for any downtime arising in connection with the internet service provider, Utilities Company and/or the CITY'S internal network.
6. COMPLUS will be responsible for the entry of all handwritten parking tickets that are forwarded by the CITY for processing. COMPLUS will also be responsible for the processing of all mail-in payments (to an established PO Box), web-based payments, and phone-based payments. Any other updates or dispositions are the responsibility of the CITY for processing. COMPLUS is not responsible for the validity of any information provided to it, including without limitation to the information on the tickets.
7. COMPLUS will provide CITY with access to the computer software needed to process all parking ticket information. COMPLUS agrees to maintain *FastTrack*™ and revise the software, as required, to conform to all federal, state and local laws and regulations. COMPLUS certifies that in addition to nightly tape backups, their data center is mirrored off-site for Disaster Recovery Purposes.
8. COMPLUS will furnish the CITY with digital copies of various reports and mailings including the following:
  - Year-to-Date Disposition of Tickets
  - Delinquent Notices for Outstanding Tickets for the State of New York and Out-of-State Residents
  - Final Delinquent Notices
  - Officer and PEO Performance Reports
  - Permit Reports
  - Audit Reports
  - Daily and Monthly Cash/Dismissal Reports
  - Year-to-Date Active Scofflaw Report
9. As requested by the CITY, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of New York plates and Out-of-State plates (to the extent allowed by each State's DMV) to the last known registered owners(s). COMPLUS will be responsible for postage of said notices. COMPLUS shall

prepare and CITY shall approve any and all language contained in the notices that will be sent on behalf of CITY under this Agreement. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations.

10. Throughout the term of this Agreement, COMPLUS agrees to provide on-site training for *FastTrack*<sup>™</sup>. COMPLUS will provide reference manuals describing the features and operations of *FastTrack*<sup>™</sup>. COMPLUS shall provide updates to the system as they become available. Throughout the term of this Agreement, assistance will be available from field supervisors and by telephone at no charge to the CITY during the hours of 8:30 AM to 5:00 PM ET, Monday through Friday (with the exception of all state and nationally recognized holidays).
11. The CITY agrees to indemnify and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies or lawsuits brought against COMPLUS and/ or the CITY by third parties in any way related to COMPLUS' service and/or this Agreement; except where said claims, controversies or lawsuits are the results of negligence, gross negligence or willful misconduct on the part of COMPLUS. This provision survives the termination of this Agreement.
12. COMPLUS agrees to indemnify and hold harmless the CITY, its officers, agents, and employees from any claims controversies or lawsuits brought against COMPLUS and/or the CITY by third parties in any way related to COMPLUS' services and/or this Agreement, except where said claims, controversies or lawsuits are the results of negligence, gross negligence or willful misconduct on the part of the CITY. This provision survives the termination of this Agreement.
13. The CITY agrees to the following fee schedule for the use of *FastTrack*<sup>™</sup>. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

**FEE SCHEDULE:**

- 12.5% of all State of New York and Out-of-State Parking Ticket Collections.
- No fees shall be paid on fines and/or penalties on parking summonses that have been dismissed or reduced by the CITY'S court.

Warning Tickets: In the event that the CITY elects to issue warning tickets, COMPLUS will bill the CITY \$1.45 for each warning ticket in excess of 1% of the tickets issued during the prior calendar year.

DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to the CITY, and the CITY agrees to pay COMPLUS, any increases charged by the various Department of Motor Vehicle agencies to provide registered owner's names and addresses after the first year of this Agreement.

Web-based Payments: COMPLUS' program allows internet-based access to *FastTrack*<sup>™</sup>

for the purpose of allowing the CITY's violators to view and pay their parking tickets online via credit cards.

COMPLUS has developed and programmed the website and is solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of New York laws and rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD, and Discover.

Convenience Fee Schedule for Online Parking Ticket Payments

\$3.50 per parking ticket being paid via the web-based interface.

The term "Convenience Fee" as referenced in this Agreement is a fee paid by the end user of the online payment service for parking ticket payment transactions.

In the event that any such change is material, COMPLUS may change this convenience fee schedule upon no less than thirty (30) days written notice to CITY, and CITY may terminate the credit card payment provisions of this Agreement if CITY notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and the CITY will only be responsible for the following:

- a. To allow chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables, and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in *FastTrack*<sup>TM</sup> and become subject to further collection efforts.

COMPLUS will send the funds from this account on a weekly basis for the transactions processed during the preceding seven days to the CITY.

*Auto Renew*

14. The Term and Conditions of this Agreement will remain in effect for a period of THREE (3) years from the date (the "Effective Date") on which COMPLUS signs the Agreement. On the third anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions. If either the CITY or COMPLUS does not wish for any such renewal, it must notify the other party in writing of its intention not to renew no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CITY will return to COMPLUS within ten (10) days of the termination of the Agreement all handhelds and other equipment, peripherals, manuals and all other materials provided to CITY, all of which shall be returned to COMPLUS in good working order. In the event of termination, and providing that there are no outstanding invoices and the CITY has returned all equipment in good working order,

the CITY would be provided with a computer file at no cost.

15. Each of COMPLUS and CITY agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CITY further agrees that the information provided by the CITY and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets, shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including but not limited to marketing, sales, solicitations, collection agencies and/or credit bureaus. All information supplied by the CITY regarding data entered when a ticket is written is the sole property of the CITY. Information obtained from the various department of motor vehicle (DMV) agencies is the property of the specific DMV and the transfer and/or use of this data is governed by the respective DMV. This paragraph shall survive termination.
16. COMPLUS agrees to be responsible for any loss or damage property or injury, damage or death to persons due to the negligent performance of the services of this Agreement, and further agrees to protect and defend the CITY against all claims or demands of every kind of such negligent acts in the performance and to hold the CITY harmless from any loss or damage resulting from errors, omissions or negligent acts in the performance of the services of this Agreement. COMPLUS shall, from the commencement of work till completion of the Agreement, maintain public liability insurance in the aggregate amount of not less than \$100,000 for bodily injury (per person and per accident) and for property damage liability insurance for the protection of COMPLUS and the CITY, and shall maintain Workers' Compensation Insurance coverage in accordance with the laws of the State of New York. Such policies shall be written by in insurance company or companies approved by the CITY and will show the "City of Long Beach" as the certificate holder and additional insured.
17. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by the CITY.
18. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in Westchester County, New York. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements.
19. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier

service. Party maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.

20. CITY is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.
21. Any claim that can be brought by the CITY under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim.
22. No part of the work embraced in this Agreement shall be sublet or in any way removed from the control of COMPLUS under the direction and supervision of the CITY as aforesaid, except with the written consent of the CITY. The absence of such written consent shall not constitute a waiver of the CITY'S right under this paragraph.
23. COMPLUS agrees to comply with all provisions of the Labor Law of the State of New York, including but not limited to all provisions relevant to the safety and protection of workers and the general public; working hours; wages and benefits; and workers' compensation. COMPLUS agrees to follow the provisions of the Prevailing Wage Rates set forth by the New York State Department of Labor and shall submit proof of payments to the City. Failure of COMPLUS to comply with any of these provisions shall not relieve it of any of its obligations but shall make COMPLUS solely liable for damages.

COMPLUS further agrees that no person shall be denied employment in any capacity on the grounds of race, creed, sex or national origin; nor shall any person be discriminated against in any manner by reason thereof, in connection with contracting for, or in the performance of any work or services of any kind, for, on behalf of, or for the benefit of the CITY.

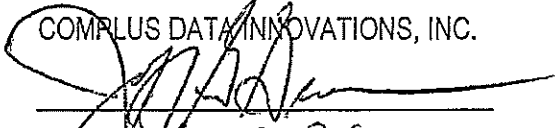
COMPLUS shall also be responsible for compliance with all laws, rules and regulations applicable to its business in general and to safety in particular. COMPLUS shall therefore comply with all applicable provisions of the Code of Federal Regulations, the New York State Code of Rules and Regulations and all other promulgations of federal, state and local authorities. COMPLUS agrees to indemnify the CITY for all claims arising out of its failure to comply with any rule or law intended for the safety of any person.

24. This instrument contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.
25. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

The signing of the enclosed copy and returning to COMPLUS will indicate the CITY'S acceptance of this Agreement, and the Terms and Conditions contained therein.

Accepted by:

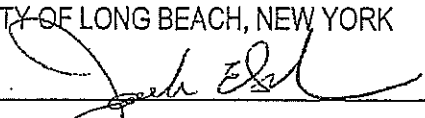
COMPLUS DATA INNOVATIONS, INC.

  
Name: Jeff G. Grossman

Title: President

Date: 03/02/2012

CITY OF LONG BEACH, NEW YORK

  
Name: Jack Schnirman

Title: City Manager

Date: February 28, 2012

SCHEDULE I  
TO THE  
AGREEMENT BY AND BETWEEN  
THE CITY OF LONG BEACH, NEW YORK (CITY)  
AND  
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

DATED: FEBRUARY 6, 2012

The following equipment will be provided to the CITY for the sole purpose of providing access to *FastTrack*<sup>™</sup>.

- Three (3) PC Workstations
- Three (3) Laser Printers
- Nine (9) One-piece handheld ticket writers including all necessary hardware peripherals
- Sufficient handheld ticket stock for the life of this Agreement.
- Nine (9) Software licenses to COMPLUS' *FastTrack*<sup>™</sup> System to satisfy the needs of the Court, Police Department and City Clerk's Office (for permit processing).



EXHIBIT A

TO THE

AGREEMENT BY AND BETWEEN

THE CITY OF LONG BEACH, NEW YORK (CITY)

AND

COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

DATED: FEBRUARY 6, 2012

The City of Long Beach, New York [CITY] hereby acknowledges receipt of all equipment listed on Schedule 1, and that such equipment is in good working order.

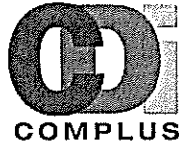
Dated: \_\_\_\_\_

THE CITY OF LONG BEACH, NEW YORK

By: \_\_\_\_\_

Name:

Title:



# Parking Ticket Management Services for City of Long Beach

Submitted by:  
Complus Data Innovations, Inc.  
120 White Plains Road  
Tarrytown, NY 10591  
914-747-1200

**PARKING VIOLATION**

TRIP #:  
VIOLATION: 10001111

AMOUNT	FINE	AMOUNT DUE WITHIN 10-25 DAYS	AMOUNT DUE AFTER 25 DAYS
\$0.00	\$27.00	\$27.00	\$35.00

**PERIALTY FOR NONPAYMENT:** If fine is not paid within 10 days, an additional penalty of \$5.00 is added. If not paid within 25 days, the State Motor Vehicle Administration shall suspend the driver's license. Payment of fines does not constitute an admission of guilt.

**PAYMENT OF FINES:** Fines may be paid by check, money order, or credit card. Payment should be made to the City of Long Beach, Department of Public Works, 1000 11th St., Long Beach, CA 90802.

OFFICIAL USE ONLY