

## SERVICES AGREEMENT

This Services Agreement is made effective on this \_\_\_\_\_ day of February 2015 (Effective Date) by and between the Town of Greenburgh, New York, having a location at 177 Hillside Avenue in Greenburgh, NY 10607 U.S.A (TOWN) and Professional Account Management, LLC (PAM), a Wisconsin Corporation having a location at 633 West Wisconsin Avenue in Milwaukee, Wisconsin, U.S.A. TOWN and PAM may hereinafter also be referred to individually as Party, or together as Parties. PAM is a subsidiary of Duncan Solutions, Inc., which is a Wisconsin Corporation. This Agreement governs all work performed by any affiliate or representative of PAM, such work as described in any document incorporated herein or in any writing amending this Agreement.

WHEREAS, the TOWN intends that PAM manage the processing and collections of the TOWN parking citation accounts (Accounts) as may be mutually agreed between the Parties, and PAM intends to manage such Accounts, and

WHEREAS, the TOWN and PAM contemplate a future course of dealing and desire to undertake such dealing subject to the terms and conditions described herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements as stated herein, the Parties agree as follows:

1. Term and Entire Agreement. This Agreement, Schedule A, Schedule B, Schedule C, and Schedule D (in total, Agreement), incorporated herein by reference and attached, all together represent the entire understanding between the Parties related to the subject matter hereof and any prior agreements, understandings or representation, whether expressed or implied, have no effect on this Agreement. This Agreement commences on the Effective Date and terminates three (3) calendar years after Effective Date (Term). This Agreement may be extended (Extension) for one additional two (2) year period at the Town's sole option.
2. Modification and Waiver. This Agreement may only be modified in writing signed by duly authorized representatives of both Parties. The failure of either Party to insist upon or enforce performance under this Agreement, or the failure to exercise any right or privilege herein conferred, is not a waiver of any such covenant, conditions, rights, or privileges.
3. Statements, Invoices and Payments. PAM shall provide monthly statement(s) itemizing information related to Accounts. PAM shall invoice the TOWN at least monthly or as otherwise described in the relevant Schedule. Payment by the TOWN of any PAM invoice is due net thirty (30) days from date of invoice. PAM reserves the right to add one and one-half percent (1.5%) interest, or the maximum allowed by law, per month to invoices past due by ten (10) days or greater.
4. Confidential Information. Except as otherwise subject to disclosure under State and Federal public records law, technical information including but not limited to trade secrets, know-how, show-how, proprietary data, or program documents provided or exposed under this Agreement will be kept as confidential proprietary information (Confidential Information) of the Party disclosing the Confidential Information and will not be divulged or made available to any individual or organization without the prior written approval of the original disclosing party.
5. Patents, Trademarks, Copyrights, Ownership. All intellectual property, including, but not limited to, inventions, plans, works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in the performance of this Agreement are the property of the Party that so invented, developed, created or discovered such intellectual property.
6. Relationship of the Parties. PAM agrees and understands that services performed under this Agreement are performed as an independent contractor and not as an employee of the TOWN and that PAM acquires none of the rights, privileges, powers or advantages of the TOWN employees. PAM's relationship to the TOWN in the performance of this Agreement is that of an independent contractor. Performance under this Agreement will at all times be under the direction and control of PAM. PAM shall pay all wages and salaries and shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation and worker's compensation. This Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in this Agreement gives any Party the right to use any corporate names, trademarks or trade names of any other Party. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of PAM is granted or implied unless expressed in writing
7. Compliance with Laws. Parties shall ensure full compliance with federal, state, and local laws, regulations, directives, ordinances and executive orders applicable to the performance of this Agreement.

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8. Records. PAM agrees that the TOWN, or any of its duly authorized representative, at any time during normal business hours, will have access to and the right to examine and audit all records that are pertinent to the accounting practices and process of PAM as related to performance under this Agreement. PAM will maintain records for a period of three (3) years from the date of any termination of this Agreement. The inspection requirements of this section shall survive the end of the Agreement by no less than three (3) years.
9. Severability. If any provision in this Agreement, or the application thereof to any person or circumstance is determined by any competent court to be held invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remainder of this Agreement, unless that effect is made impossible by the absence of the omitted provision.
10. Assignment. This Agreement is for the sole use of the TOWN and cannot be used by or for any other entity without prior written approval by PAM. Any assignment is null and void without the advance written consent of the non-assigning Party.
11. No Third-Party Beneficiaries. The Parties specifically intend and agree that no one other than the Parties to this Agreement, except either Party's subsidiaries, affiliates, successors or any controlling parent, whether now existing or hereafter resulting from a merger, acquisition, or restructuring of the Party, is or shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.
12. Insurance. During the Term, PAM will maintain such Bodily Injury, Liability and Property Damage Liability Insurance in the amount of \$1,000,000 in aggregate in performance of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount of \$300,000 per occurrence. Certificates of insurance reflecting the aforementioned amounts should be delivered to the Town on an annual basis.
13. Sub-contracting. PAM is authorized to engage subcontractors at PAM's sole expense. PAM shall notify the TOWN of the name, address, and other information reasonably requested regarding any proposed subcontractor, in advance of use of such subcontractor. The TOWN shall respond in writing within ten (10) business days of PAM's request for approval. Approvals under this section will not be unreasonably withheld by the TOWN.
14. Licenses and Certificates of Authority. During the Term and any Extension, PAM will maintain all licenses and certificates of authority required by law.
15. Termination for Cause and Notice. This Agreement may not be terminated by the TOWN for convenience during the Term. The TOWN may terminate for cause or convenience during any Extension. Any notice of termination must be provided in writing a minimum of thirty (30) days in advance of the effective termination date and must state reasons for termination. In the event of termination of this Agreement, PAM will provide a final invoice and the TOWN shall pay all outstanding amounts as herein described. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder will be in writing and deemed delivered (1) business day after delivery by a reputable overnight delivery service; or upon delivery by courier or in person to the following addresses:

To PAM:  
Duncan Solutions, Inc.  
Attn: Contracts  
633 W Wisconsin Ave Ste 1600  
Milwaukee, WI 53203

To Town:  
Town of Greenburgh  
Attn: Comptroller's Office  
177 Hillside Avenue  
Greenburgh, NY 10607

16. Records. All records prepared and data collected on behalf of the Town shall at all times remain the property of the Town and fully subject to the Town's access and control. PAM will fully cooperate in providing timely access and assistance to data, records, and information that may be the subject of public records requests presented to either the Town or PAM.
17. Applicable Law. This Agreement is construed and will be enforced in any federal or Court located within Westchester County, New York, subject to the laws of the State of New York without consideration to any conflicts of laws principles.
18. Authorization. Representatives signing below warrant that they are duly authorized by their respective Parties to execute this Agreement.

**SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

Town of Greenburgh, NY

Signature \_\_\_\_\_

Printed Name PAUL J. FEINER

Title TOWN SUPERVISOR

Date \_\_\_\_\_

Professional Account Management, LLC

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## SERVICES AGREEMENT

### SCHEDULE A – PROCESSING SERVICES

1. Computer Programs and Hardware. PAM will provide all software, written procedures and other supporting items required in performance of this Agreement. PAM shall be responsible for the warranty and maintenance of all hardware and software including Auto PROCESS and indicated in Schedule B. The TOWN is responsible for any physical damage, physical loss, and/or physical theft of any/all computer hardware, software, and/or equipment used by the TOWN at the TOWN location.
2. Base Processing. Notice of illegal parking or violation (collectively, Citations) issued by the TOWN, whether through Auto PROCESS or manually, will be entered into PAM's system and cleared upon payment or other disposition. Requests for Registered Owner information will be sent to the appropriate Departments of Motor Vehicles (DMV). Notices will be generated and mailed by PAM to the Registered Owner of the penalty or fine amount requested. Violator payments by mail will be made directly to PAM. DMV registration holds will be placed on vehicles having unpaid fines and fees in compliance with applicable state and local laws. DMV holds shall be removed through DMV when the entire amount of parking citation fines, fees, and penalties due against the vehicle are satisfied. No extra processing charge will be made for a citation not being processed and subsequently corrected and re-entered into the database.
3. Computer System. PAM will provide the TOWN with internet inquiry capability at the TOWN location for retrieval of parking citation information. Six (6) concurrent user licenses will be installed at the TOWN location. The TOWN is responsible for all internet connection or other related costs.
4. Contested Citations. In the event a registered vehicle owner disputes liability for an outstanding parking citation, the TOWN shall advise the registered vehicle owner of the right to request a court appearance, or an administrative review or hearing. The TOWN maintains responsibility for all adjudicated parking citations and resulting AutoPROCESS updates based on outcome.
5. IVR and Internet Payments. PAM shall provide the public with the ability to pay parking citations using an accepted credit card via an Interactive Voice Response (IVR) system or the Internet. The cost for these services, including credit card discount fees, will be recovered by PAM in the form of a convenience fee assessed to the violator for each citation paid.
6. Collection and Deposit of Funds. PAM shall collect and deposit funds received for the payment of citation fines and fees into a PAM Account. Costs related to such account are the sole responsibility of PAM.
7. Service Changes. All post-implementation changes or enhancements requested by the Town will be performed by Duncan on a time and materials basis. The billing rates to be used will be the rates in place when the work is completed. All requests for systems changes and/or enhancements will be submitted in writing by the Town, from which Duncan will furnish an estimate. In the event we mutually agree to changes in scope, approach, deliverables, assumptions and the like, we may also need to evaluate the impact on the prices contained herein.

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### SCHEDULE B – COLLECTION SERVICES

## SERVICES AGREEMENT

### 1. Performance by the Town

1.1. Authority to Collect. The Town hereby authorizes PAM to use any legal means necessary to collect Accounts placed with PAM by the Town.

1.2. Ownership of Accounts. The Town maintains ownership of all Accounts placed with PAM for collection under this Agreement. The Town maintains all legal right and title to Accounts unless otherwise agreed in writing between the Parties.

1.3. Duty to Provide Information. The Town agrees to provide PAM with all information obtained regarding each Debt placed with PAM under this Agreement. It is the obligation of the Town to provide PAM with all information that may prohibit or delay the collection of the Debt or in any way impact the ability of PAM to collect the Debt, including but not limited to bankruptcy, death, legal disability or other potential or actual defenses, including statute of limitations defense.

1.4. Warranties. Where applicable, the Town warrants that, to the best of its knowledge, the Accounts placed with PAM have been reviewed by the Town in accordance with this Agreement prior to transfer to PAM, and that the balances reported to PAM are true and accurate, that all obligors on Accounts have been disclosed and that all disputes and defenses of debtors have been reported to PAM.

1.5. Notice of Dispute. The Town will inform PAM in writing, or by such other means as the Parties may expressly mutually agree from time to time, of any Accounts subject to this Agreement that have been or are in dispute. Disputes under this provision include oral and written indications and statements by the debtor or any third party that the Debt is in dispute, and includes but is not limited to a request for validation of the Debt. If such dispute is made in writing by debtor, the Town will notify PAM of the date of the writing and provide PAM with the original written dispute or a copy thereof.

1.6. Continuing Obligation. The Town will continue to provide the most current version of the information required under this Agreement throughout the Term and any Extension.

1.7. Authorization to Receive and Endorse Payments. The Town authorizes and appoints PAM to collect and receive all payments due or payable to the Town for Accounts placed with PAM. PAM has authority to receive payments in any form including but not limited to cash, check, money order, or electronic payment and has authority to endorse all such payments as may be required.

1.8. Authorization to Investigate. The Town expressly authorizes PAM to perform investigative services related to ordinary debt collection activities.

### 2. Performance by PAM

2.1. Agreement to Collect. PAM agrees to provide debt collection services to the Town in compliance with all applicable laws, regulations, licensing and bonding requirements.

2.2. Documentation of Accounts/Financial Reporting. PAM will provide monthly, detailed reports of collection activity related to Accounts including without limitation; principal amount of Debt, amounts collected to date including any allowable fees, costs and interest, dispute information, requests for validation by debtor, agreements by the debtor regarding future payments, bankruptcy, death or legal disability of the debtor, amount of commission retained by PAM, amount remitted to the Town and amount remitted to others under this Agreement.

2.3. Credit Reporting. PAM will report information regarding Accounts in accordance with this Agreement to the following Consumer Reporting Agencies: Equifax, Experian and Trans Union. PAM agrees to comply with the Fair Credit Reporting Act (FCRA) and all applicable state and federal laws related to such reporting. PAM will comply with standards set by the American Collectors Association, Inc. (ACA), including the ACA Code of Ethics and the ACA Code of Operations.

2.4. Insurance and Bond Coverage. PAM will maintain at least the minimum level of insurance and bond coverage required by ACA or state law, whichever is greater, in all jurisdictions in which engaged in collection activity under this Agreement.

2.5. Trust Account. PAM warrants that it will maintain a trust account if required by state law while PAM is engaged in collection activity under this Agreement.

2.6. Methods and Compliance. PAM uses ordinary and reasonable collection efforts as permitted by law and will at all times comply with the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act(FCRA) and all applicable state, federal and local laws and regulations applicable to collections under this Agreement.

### 3. Legal Process. The Town reserves sole right and authority to place Accounts in litigation, including Accounts subject to a forwarding agreement. The Town may authorize PAM in writing to retain an attorney and commence litigation on behalf of the Town, subject to separate terms and conditions mutually agreed in writing between the Parties. At no time, nor in any case, does PAM accept any responsibility or liability for any expenses, fees, or damages or any costs or liability related to legal process or use of an attorney to collect Accounts.

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### 4. Cost and Fees

4.1. Contingency Fee. The cost of collection services described in this Agreement is percentage-based contingent on Accounts collected. A Debt placed for collection with PAM or with an attorney to obtain judgment or otherwise satisfy payment of the Debt is subject to the fee based on the amount actually collected (Contingency Fee) by PAM. The Contingency Fee is in addition to any and all other costs including but not limited to court costs, sheriff's fees, interest, late fees, investigatory fees, credit reporting fees or other costs incurred directly or indirectly by PAM in collection of amounts owed under this Agreement.

4.2. Interest and Fees on Accounts. The Town hereby authorizes PAM to add interest, civil penalties, litigation and legal process fees, court costs, attorney fees and other such expenses relating to the collection of Accounts as provided by law or debtor contract and to collect this amount from the debtor. Such amounts are considered part of the total original amount placed for collection.

4.3. Remittance. Amounts due the Town based on one (1) calendar month of collections will be remitted to the Town Account by the fifteenth (15<sup>th</sup>) day of the following month. PAM will provide a report of collection activities to the Town, up to and including the date of any expiration or termination of this Agreement, within thirty (30) calendar days of expiration or termination.

4.4. NSF and Disputed Payments. In the event that any Accounts reported to the Town as paid are subsequently returned NSF or reversed as disputed, PAM will reverse the amount of such Debt payment and all fees taken on such payment from the current month's billing statement.

5. Authorization to Forward Accounts. PAM may forward any of the Town's Accounts to another collection agency if the debtor has moved out of the general business area of PAM, and such other collection agency shall have authority to exercise all ordinary and reasonable collection efforts as permitted by law, and shall remit any payments made to PAM less agreed commissions, and PAM shall then remit to the Town less any agreed commissions.

6. Right to Withdraw Accounts or Termination. The Town may request the return of any Accounts not yet collected provided thirty (30) calendar days advance written notice (Notification Period). PAM agrees to return Accounts not collected by the end of the Notification Period along with appropriate financial records of the Accounts including amounts collected, commission retained, additional fees, interest and charges added, and a detailed statement of expenses incurred by PAM on behalf of the Town. In the event of termination of this Schedule or the Agreement, the Town will pay all amounts due under this Agreement on Accounts that have been collected through the end of PAM's business day on the date of termination.

7. Assignment and Process. PAM will accept Accounts in accordance with the business rules adopted by the Town

8. Collection letters. PAM will propose customized collection letters to the Town for review, edit and approval. Collection letter types may include Notice of Assignment to Collection Agency, Demand for Payment, Pending DMV Hold, Pending Tax Offset (where applicable), or Pending Credit Bureau Placement.

9. Skip Tracing. PAM will provide skip trace services where required to locate debtors current address for all Accounts.

10. DMV Information. PAM will verify DMV information, as required, and obtain vehicle registrations for Accounts.

11. Customer Service. PAM will provide a toll-free Customer Service number listed on all correspondence for debtors to contact PAM for any reason.

12. Debtor Dispute Resolution. PAM will provide dispute resolution services, in accordance with business rules established by the Town, to review debtor claims of non-liability and forward accounts to the Town where PAM has determined a valid reason for dismissal. The Town, at its sole discretion, will make final decisions on such matters and update the AutoCOLLECT System to reflect such decision.

13. Lockbox Remittance Processing. All PAM collection notices include a return remittance envelope addressed to PAM's remittance processing center. PAM will provide lockbox remittance processing of all payments and update the AutoCOLLECT System on a daily basis.

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### SCHEDULE C – PRICING

#### 1. Processing Pricing.

Citation Processing – charged to Town per citation issued	\$1.50
IVR Payments – fee to debtor per citation paid	\$3.50
Web Payment – fee to debtor per citation paid	\$3.50

Pricing above based on approximately 20,000 citations issued per year. Automatic annual price adjustments (Adjustment) based on the TOWN area Consumer Price Index (CPI) will take effect on or about three (3) years after the Effective Date of this Agreement and annually thereafter including any Extension. The increase is a percentage equal to the percentage increase in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in November immediately prior to the Adjustment. All postage will be paid by PAM then itemized on monthly invoices to the TOWN. Actual postage paid by PAM will be charged to the TOWN. These prices are full compensation for services to be performed under this Agreement.

#### 2. Collection Pricing.

Delinquent Collections – fee to debtor per citation paid within delinquent collections	30%
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#### 3. Pricing Includes.

Enforcement, Processing, and Collections Solution

- a. Four (4) Motorola MC959B FlexWAN handheld ticket writers plus configuration
  - Including 3-year maintenance and service plan
  - Includes standard handheld carrying cases
- b. Four (4) Zebra MZ 320 Bluetooth printers plus configuration
  - Including 3-year Zebra Care service plan
- a. Handheld and manual ticket writer paper stock and standard payment envelopes
- c. One (1) Motorola four bay Ethernet and charge cradle kit
- d. Duncan hosted AutoISSUE parking citation issuance management software configured to meet the requirements of the Town
- e. One (1) AutoISSUE host PC including user licenses
- f. One (1) LaserJet printer for local printing of performance and analysis reports directly from AutoISSUE
- g. Three (3) Complete Cashiering Stations including cash drawers, receipt printers, barcode scanners, and light poles
- h. AutoPROCESS parking management software configured to meet the requirements of the Town's program including all system maintenance, data back up and disaster recovery
- i. Data conversion from the TOWN'S current processing software to AutoPROCESS
- j. Automated DMV registered owner data acquisition (in-state and out-of-state)
- k. Duncan will provide six (6) AutoPROCESS Citrix licenses for Town users.
- l. Duncan will perform the following processing function on behalf of the TOWN
  - Process mail payments
  - Print and mail up-to two (2) delinquent pre-collection notices
  - Print correspondence in response to customer inquiries and state approved registration suspension notices
  - Data enter all manually written citations
  - Generate reports with standard and ad hoc reporting capabilities
  - Handle telephone inquiries regarding parking citations
- m. AutoPROCESS multi-media solution including the ability to upload images of originally issued citations, photos taken by handheld ticket writers, payment documents, correspondence, and review/hearing documents
- n. All data conversion, project management, set-up, installation and initial training
- o. Ongoing system support, maintenance, and training

#### 4. Pricing does not include and the TOWN is responsible for.

- a. Postage expense for all processing notices

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- b. Desktop workspace for equipment
- c. Power supply & reliable broadband internet access
- d. Appropriate and safe cashiering workspace
- e. Cashiering Printer Supplies
- f. Paper and replacement toner cartridges for PAM supplied laser printer
- g. Additional Handheld Accessories



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### Schedule D - OPTIONAL CONTRACT PRODUCTS AND SERVICES

WHEREAS, the Town may desire to engage the PAM to provide certain other products and or services that support or are otherwise related to the Town's parking program.

In addition to the core contract products and services stated previously, the Contractor, subject to the Town's prior approval, shall provide, complete and deliver certain Optional Contract Products and Services. The Town shall determine the Optional Contract Products and Services it needs to enhance the parking program. At the Town's written request and/or Contract Amendment as required, and in accord with the terms herein, the Contractor shall provide such Optional Contract Products and Services. The Optional Contract Products and Services, and all related all goods, services, tasks, deliverables and work, are set forth below.

#### 1. PROCEDURE

At the Town's written request, the Contractor shall deliver the Optional Contract Products and Services authorized by the Town. The Contractor shall not provide any Optional Contract Products or Services until notified by the Town to do so in writing. Upon receiving proper authorization, the Contractor shall implement the Optional Contract Products and Services in accordance with the implementation requirements set forth and mutually agreed upon by the Town and the Contractor.

#### 2. COMPENSATION SCHEDULES

The Town and Contractor may adopt updated compensation schedules for Optional Contract Products and Services at any time during the contract term. If the Town desires any Optional Contract Products and/or Services, it may request the Contractor to submit an updated proposal of terms and costs for said services, including any underlying cost assumptions. Upon accepting the Contractor's updated terms and costs, the Town shall issue a Project Task Order authorizing the Contractor to proceed with the delivery of said services. The Town shall pay the Contractor for any Optional Contract Product or Service in accordance with the terms of this contract or the Project Task Order issued by the Town. The Contractor shall provide the Town with full documentation of any fees and expenses at the Town's request.

#### 3. OPTIONAL PRODUCTS OR SERVICES

The Town may engage the Contractor to deliver certain Optional Products and/or Services in accordance with its requirements as defined herein. Such Optional Products or Services may include, but are not limited to, the following:

- Parking Ticket Issuance Products/Services
- Parking Ticket Processing Services
- Secondary Collection Services
- Administrative Adjudication Services
- Single Space Meters
- Multi Space Meters
- Meter Management Software
- Any and all products or services that are provided by Duncan Solutions, its entities, related partnerships and or any subcontractors

The Town shall determine the Optional Products/Services it needs to enhance the parking violation program or other related municipal services. At any time during the course of this contract, the Town may issue a written Project Task Order to the Contractor specifying the Optional Products/Services that it requires, the compensation it agrees to pay the Contractor for said services and any other terms and conditions. As necessary, the Town may also request a proposal for any of the services described herein reflecting revisions in the scope and cost specified herein. Upon accepting the Town's Project Task Order, the Contractor shall deliver the Optional Services requested by the Town in accord with the terms therein.