DATE: March 14, 2023

TO: Mayor and Council Members

FROM: Parking & Traffic Department

SUBJECT: Payment of Outstanding Invoices to Passport Labs, Inc.

RECOMMENDATION:
It is recommended that the Mayor and Council Members authorize payment of outstanding invoices submitted by Passport Labs, Inc. (Passport), for work related to the software licenses, processing, collections, and other services associated with Inglewood City parking citations, in the total amount of $366,256.76. (Parking Fund)

BACKGROUND:
Passport develops, supports, and implements parking Management Solutions for parking, mobility, and transportation programs within dozens of municipalities and universities throughout the United States and Canada. Since 1989, its products have been utilized by municipalities, universities, airports, hospitals, and private parking operators to improve the overall parking programs and systems experience.

On July 23, 2019, the City of Inglewood entered into a three (3)-year agreement (Agreement No. 19-247) with Passport to provide the software to issue, process, and collect parking citations. Passport agreed to provide the City with parking citation management services, including computer software licenses, software integration services, an online parking citation system, processing and collections, License Plate Recognition, and managing the Inglewood City-Wide Residential Parking Permit Program.

DISCUSSION:
The parking and traffic needs for the City continue to increase with the expansion of entertainment, retail, and housing in the City; therefore, a multi-year agreement will ensure continuity of technology and reliability to meet the parking and mobility needs of the City’s stakeholders.

Agreement No. 19-247 expired on July 23, 2022. The Parking & Traffic Department is preparing a multi-year Agreement for Mayor and Council Members’ approval in the very near future. In the interim, it is recommended that the following invoices owed to Passport be paid in order to continue services:
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**FINANCIAL/FUNDING ISSUES AND SOURCES:**
Funding in the amount of $1,075,000 is allocated for Fiscal Year 2022-2023 under Account Code No. 100.026.2660.44826.00 (Parking and Traffic Fund-Parking and Traffic Department-Parking and Traffic-Contract Services-Parking & Outsource Op).

**DESCRIPTION OF ATTACHMENTS:**
Attachment No. 1 - Agreement No. 19-247
Attachment No. 2 - Invoices

**PREPARED BY:**
Louis A. Atwell, P.E. Public Works Director

**COUNCIL PRESENTER:**
Louis A. Atwell, P.E. Public Works Director
APPROVAL VERIFICATION SHEET

ASSISTANT CITY MANAGER APPROVAL:  
Louis A. Atwell, Asst. City Manager/PW Director

CITY MANAGER APPROVAL:  
Artic Fields, City Manager
Attachment No. 1
AGREEMENT No.: 19-247

THIS COOPERATIVE PURCHASE AGREEMENT is made and entered into this 23rd day of July, 2019, by and between the City of Inglewood, a municipal corporation and charter city ("City"), One Manchester Boulevard, Inglewood, California 90301, and Passport Labs, Inc., (hereinafter “Passport” or “Contractor”) a Delaware corporation registered to conduct business in California and with its principal office located at 128 S. Tyron Street, Suite 2200, Charlotte, North Carolina 28202.

WHEREAS, Inglewood Municipal Code Section 2-198.1(e) permits the City to purchase goods or services without complying with its competitive bidding requirements when a competitively bid agreement is awarded by another public agency; and

WHEREAS, on or about October 23, 2017, the City of Berkeley, California released a Request for Proposals for Parking Management System (Specification No. 18-11169-C); and

WHEREAS, Passport submitted a response thereto and was competitively selected as having the established rates, qualifications, and experience to provide goods and services as outlined therein; and

WHEREAS, in 2019 Passport entered into a three-year agreement with one option to extend for an additional two years with the City of Berkeley to provide such goods and services; and

WHEREAS, City’s Parking and Enterprise Services Department provides Inglewood Citation Management Services (ICMS) to various public entities; and

WHEREAS, City desires to find a contractor that is able to provide a Parking Management System for City to continue providing ICMS services to City and City’s clients; and

WHEREAS, Passport agrees to provide the City and the City’s clients with a Parking Management System under the same price, terms, and conditions as its agreement with the City of Berkeley; and
WHEREAS, Passport agrees to provide City with additional rate reductions based on the number of parking citations Passport processes on behalf of City and City’s ICMS clients; and

WHEREAS, Passport agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research; and

WHEREAS, Passport and City have mutually determined that Passport’s contract with the City of Berkeley is an acceptable contract upon which the City and Passport may establish this Cooperative Purchase Agreement (hereinafter “Agreement”).

NOW, THEREFORE, the City and Passport mutually agree that except as otherwise supplemented or modified as follows, the terms and conditions of Passport’s original agreement with the City of Berkeley (attached as part of Exhibit A) and Passport’s pricing lists (attached as Exhibit B) shall form the basis of this Agreement with the City of Inglewood:

1. In the event of ambiguity, conflict or discrepancies, the order of precedence shall be, in descending order:
   a. This Agreement;
   b. Exhibit B - Passport Enforcement Software & Citation Processing prices;
   and
   c. Exhibit A, which consists of (1) Request for Proposals for Parking Management System Specification No. 18-11169-C, (2) Passport’s proposal in response thereto, and (3) the original agreement between Passport and the City of Berkeley.

2. All references to the City of Berkeley or City shall be interpreted to refer to the City of Inglewood. All references to any other State or any other State law shall be interpreted to refer to the State of California or California law.

3. All insurance requirements and endorsements shall be changed to reflect the City of Inglewood.
4. The Initial Term of this Agreement shall begin on ______________, 2019 (the "Effective Date") and end on ______________, 2022. All other terms of Section 4.1 of the original agreement shall remain the same.

5. The total amount for the Initial Term of this Agreement shall not exceed Three Million Two Hundred Twenty Five Thousand Dollars ($3,225,000); and the total amount for each year of the Initial Term of this Agreement shall not exceed One Million Seventy Five Thousand Dollars ($1,075,000).

6. Venue, Applicable Law and Personal Jurisdiction. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

7. Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered of, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective parties as follows:

**CITY:**

David Esparza  
Assistant City Manager/CFO  
City of Inglewood  
1 Manchester Blvd., 1st Fl.  
Inglewood, CA 90301

**PASSPORT LABS, INC.:**

Nathan Berry  
Regional Sales Director, West Coast  
Passport Labs, Inc.  
128 S. Tyron St., Suite 2200,  
Charlotte, NC 28202
WITH COPY TO:
Yvonne Horton
City Clerk
City of Inglewood
1 Manchester Blvd., 1st Fl.
Inglewood, CA 90301

AGENT FOR SERVICE OF PROCESS:
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

IN WITNESS WHEREOF, the City of Inglewood and Passport Labs, Inc. have executed this Agreement as of the date first written above.

CITY OF INGLEWOOD

[Signature]
James T. Butts, Jr.
Mayor

PASSEPORT LABS, INC.

[Signature]
Christian J. Gutierrez
Chief Business Development Officer

ATTEST:

[Signature]
Yvonne Horton
City Clerk

APPROVED AS TO FORM:

[Signature]
Kenneth R. Campos
City Attorney
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/ies must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Embrokeer Insurance Services LLC
24 Shotwell St.
San Francisco, CA 94103

INSURED
Passport Labs, Inc.
128 S Tryon St #2200
Charlotte, NC 28202

CONTACT NAME
Michael Sullivan

INSURER(S) AFFORDING COVERAGE

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Inglewood, Inglewood Citation Management Services (ICMS), and ICMS Clients are listed as Additional Insureds on a primary non-contributory basis on the General Liability as per written contract.

CERTIFICATE HOLDER
City of Inglewood
ONE MANCHESTER BLVD
P.O. BOX 6500
INGLEWOOD, CA 90301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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### CHUBB®

**Property Insurance**

**Schedule of Forms**

- **Policy Period**: APRIL 1, 2019 TO APRIL 1, 2020
- **Effective Date**: APRIL 1, 2019
- **Policy Number**: 3605-92-68 BOS
- **Insured**: PASSPORT LABS, INC.
- **Name of Company**: GREAT NORTHERN INSURANCE COMPANY
- **Date issued**: APRIL 17, 2019

The following is a schedule of forms issued as of the date shown above:

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<th>Form Number</th>
<th>Edition Date</th>
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<th>Effective Date</th>
<th>Date Issued</th>
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Liability Insurance

Schedule of Forms

Policy Period        APRIL 1, 2019 TO APRIL 1, 2020
Effective Date       APRIL 1, 2019
Policy Number        3605-92-68 BOS
Insured              PASSPORT LABS, INC.
Name of Company       GREAT NORTHERN INSURANCE COMPANY
Date Issued           APRIL 17, 2019

The following is a schedule of forms issued as of the date shown above:

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<th>Date Issued</th>
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Liability Insurance

Declarations

Named Insured and Mailing Address

PASSPORT LABS, INC.
128 S TRYON ST #2200
CHARLOTTE, NC 28202

Producer No. 0045419-99999

Producer EMBROKER INSURANCE SERVICES LLC
24 SHOTWELL ST
SAN FRANCISCO, CA 94103-0000

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 3605-92-68 BOS

Effective Date APRIL 1, 2019

Issued by the stock insurance company indicated below, herein called the company.

GREAT NORTHERN INSURANCE COMPANY

Incorporated under the laws of INDIANA

Policy Period

From: APRIL 1, 2019 To: APRIL 1, 2020
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT $ 2,000,000

PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT $ 1,000,000

EACH OCCURRENCE LIMIT

ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT $ 1,000,000

DAMAGE TO PREMISES RENTED TO YOU LIMIT $ 1,000,000

MEDICAL EXPENSES LIMIT $ 10,000
**Liability Coverage**

(continued)

<table>
<thead>
<tr>
<th>EMPLOYEE BENEFITS ERRORS OR OMISSIONS</th>
<th>Limit Of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGGREGATE LIMIT</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>EACH CLAIM LIMIT</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>DEDUCTIBLE - EACH CLAIM</td>
<td></td>
</tr>
<tr>
<td>RETROACTIVE DATE</td>
<td>$ 10,000</td>
</tr>
<tr>
<td></td>
<td>APRIL 1, 2019</td>
</tr>
</tbody>
</table>
CHUBB®

Liability Insurance

Endorsement

Policy Period APRIL 1, 2019 TO APRIL 1, 2020
Effective Date APRIL 1, 2019
Policy Number 3605-92-68 BOS
Insured PASSPORT LABS, INC.
Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued APRIL 17, 2019

This Endorsement applies to the following forms:
GENERAL LIABILITY

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:
• if and then only to the extent the person or organization is described in the Schedule;
• to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
• for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
• with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:
• that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto),
• with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
Liability Endorsement
(continued)

Conditions

Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization

Under Conditions, the following provision is added to the condition titled Other Insurance.

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

{Signature}
Policy Conditions

Schedule of Forms

Policy Period   APRIL 1, 2019 TO APRIL 1, 2020
Effective Date  APRIL 1, 2019
Policy Number   3605-92-68 BOS
Insured         PASSPORT LABS, INC.
Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued     APRIL 17, 2019

The following is a schedule of forms issued as of the date shown above:

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Edition Date</th>
<th>Form Name</th>
<th>Effective Date</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>80-02-9001</td>
<td>6-98</td>
<td>HOW TO REPORT A LOSS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-9090</td>
<td>6-05</td>
<td>COMMON POLICY CONDITIONS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-10-9111</td>
<td>12-95</td>
<td>IMPORTANT NOTICE-CLAIMS MADE-E&amp;O-NO.CAROLINA</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-9736</td>
<td>12-95</td>
<td>NO.CAROLINA MANDATORY - CANCELLATION TERMS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-9790</td>
<td>3-12</td>
<td>COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-9800</td>
<td>12-08</td>
<td>INSURING AGREEMENT</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>99-10-0732</td>
<td>1-15</td>
<td>NOTICE TO POLICYHOLDERS-TRIPRA</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>99-10-0792</td>
<td>9-04</td>
<td>IMPORTANT NOTICE - OFAC</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>99-10-0872</td>
<td>6-07</td>
<td>AOD POLICYHOLDER NOTICE</td>
<td>04/01/19</td>
<td>04/09/19</td>
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</tbody>
</table>
Attachment No. 2
Passport Labs, Inc
126 S LYNCH ST STE 1030
CHARLOTTE NC 28202-5007
United States

Invoice

Bill To
City of Inglewood, CA
City of Inglewood, CA
Inglewood CA 90301
United States
Billing Department

<table>
<thead>
<tr>
<th>Service Descriptions</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Testing Services in House Issued Tests</td>
<td>5,015</td>
<td>0.50</td>
<td>2,507.50</td>
</tr>
<tr>
<td>Online Payment Convenience Fees</td>
<td>2,169</td>
<td>3.00</td>
<td>6,507.00</td>
</tr>
<tr>
<td>Letter Send Fee</td>
<td>5,524</td>
<td>1.15</td>
<td>6,382.60</td>
</tr>
<tr>
<td>Gateway Fee</td>
<td>2,169</td>
<td>0.03</td>
<td>65.07</td>
</tr>
<tr>
<td>813 Delinquent Citation Payments Collected</td>
<td>131,112.64</td>
<td>0.25</td>
<td>32,778.16</td>
</tr>
</tbody>
</table>

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #3000 referenced above.

For questions, please contact billing@passportinc.com.

SUBTOTAL: 52,645.11
LESS
SHIPPING
TAX: 0.00
PAYMENT: 0.00

BALANCE DUE: USD 52,645.11

REMITTANCE INFORMATION
By Check:
Passport Labs, Inc
PO Box 674934
Detroit, MI 48267-4924

By ACH/Wire:
Bank Name:
A/C Name:
A/C Number:
Routing/ABA Number:

Please reference invoice number with your payment.
Passport Labs, Inc
126 S TYRO ST STE 1050
CHARLOTTE NC 28202-5507
United States

Invoice

Bill To
LAZ Parking
Billing Department
Inglewood CA 90301
United States

Invoice # INV-1022785
Date 8/31/2022
Due Date 9/30/2022
Terms Net 30
Customer Reference # City of Inglewood
PO #

| Permit Software Licenses | 1.00 | 3,125.00 | 0.5% |

*OUR OFFICE HAS MOVED. Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1050 referenced above.

For questions, please contact billing@passporlinc.com.

** If payment is not received within 30 days, a penalty fee of 1.5% may be added per month to delinquent invoices.

REMITTANCE INFORMATION
By Check: Passport Labs, Inc
PO Box 616924
Detroit, MI 48267-6924

By ACH/Wire:
Bank Name:
A/C Name:
A/C Number:
Routing/ABA Number:

Please reference invoice number with your payment.
Passport Labs, Inc  
123 S TROY ST STE 1056  
CHARLOTTE NC 28202-5007  
United States

Invoice

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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<tbody>
<tr>
<td>Custom Clution Paper Roll</td>
<td>690</td>
<td>5.83</td>
<td>3,999.60</td>
</tr>
<tr>
<td>Custom Clution Paper 50-039 Rolls</td>
<td>1</td>
<td>5,359.60</td>
<td>5,359.60</td>
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</table>

**OUR OFFICE HAS MOVED:** Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1002 referenced above.

For questions, please contact billing@passportinc.com.

SUBTOTAL                                9,019.40
LESS                                               
SHIPPING                               
TAX                                    901.54
PAYMENT                                               0.00
BALANCE DUE                             USD 9,916.94

REMITTANCE INFORMATION

By Check:
Passport Labs, Inc  
PO Box 874924  
Detroit, MI 48247-4924

By ACH/Wire:
Bank Name:  
A/C Name:  
A/C Number:  
RoutingABA Number:

Please reference invoice number with your payment.
Invoice

Passport Labs, Inc
501 S TRYON ST STE 1000
CHARLOTTE NC 28202-3007
United States

Invoice # IXA-10322391
Date 9/29/2022
Due Date 10/30/2022
Terms Net 30
Customer Reference #
FO #

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Subtotal</th>
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</thead>
<tbody>
<tr>
<td>Total Shipping Service 5166 Retail Stores</td>
<td>5,166</td>
<td>0.00</td>
<td>4,366.00</td>
</tr>
<tr>
<td>Order Payment Communication Fees</td>
<td>7.04</td>
<td>3.00</td>
<td>6,320.00</td>
</tr>
<tr>
<td>Letter Sent Fee</td>
<td>5.05</td>
<td>1.15</td>
<td>5,761.50</td>
</tr>
<tr>
<td>Gateway Fees</td>
<td>7.04</td>
<td>0.03</td>
<td>105.20</td>
</tr>
<tr>
<td>1811 Delinquency Collection Payments Collected</td>
<td>147,936,27</td>
<td>0.25</td>
<td>36,184.47</td>
</tr>
</tbody>
</table>

SUBTOTAL 53,852.37
LESS

REMITTANCE INFORMATION

By Check:
Passport Labs, Inc
PO Box 674924
Detroit, MI 48267-4924

By ACH/Wire:

Bank Name:
A/C Name:
A/C Number:
Routing/AIA Number:

Please reference invoice number with your payment.

"OUR OFFICE HAS MOVED. Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above. For questions, please contact billing@passportinc.com.

** If payment is not received within 30 days, a penalty fee of 1.5% may be added per month to delinquent invoices.
Invoice

Bill To
LAZ Parking
Billing Department
Inglewood CA 90301
United States

Invoice # IVM-1033448
Date 9/19/2022
Due Date 10/30/2022
Terms Net 30
Customer Reference # City of Inglewood

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form Software License</td>
<td>1.00</td>
<td>1.00</td>
<td>3.125.00</td>
</tr>
</tbody>
</table>

SUBTOTAL 3.125.00
LESS 0.00
SHIPPING 0.00
TAX 0.00
PAYMENT 0.00

BALANCE DUE USD 3,125.00

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1003 referenced above.

For questions, please contact billing@passportinc.com.

** If payment is not received within 30 days, a penalty fee of 1.5% may be added per month to overdue invoices.

REMITTANCE INFORMATION
By Check: Passport Labs, Inc
PO Box 674924
Detroit, MI 48267-4924

By ACH/Wire:
Bank Name:
A/C Name:
A/C Number:
Routing/ABA Number:

Please reference invoice number with your payment.
Passport Labs, Inc
125 S TYGEE ST STE 1000
CHARLOTTE NC 28212-5007
United States

Invoice

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>INX-1033989</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>1/30/2022</td>
</tr>
<tr>
<td>Due Date</td>
<td>1/30/2022</td>
</tr>
<tr>
<td>Terms</td>
<td>Net 30</td>
</tr>
<tr>
<td>Customer Reference #</td>
<td></td>
</tr>
<tr>
<td>PO #</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>Totaling Service 9441 Issued 9441</td>
<td>2,421</td>
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<td>1,210.50</td>
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<tr>
<td>Online Payment/Convenience Fees</td>
<td>2,167</td>
<td>3.00</td>
<td>6,401.00</td>
</tr>
<tr>
<td>Labor Bill Fee</td>
<td>5,253</td>
<td>1.15</td>
<td>6,034.45</td>
</tr>
<tr>
<td>Gateway Fees</td>
<td>2,167</td>
<td>0.65</td>
<td>143.35</td>
</tr>
<tr>
<td>1162 Deferment Credit Payment Collected</td>
<td>183,209.94</td>
<td>0.33</td>
<td>60,597.24</td>
</tr>
</tbody>
</table>

**OUR OFFICE HAS MOVED**: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite 81000 referenced above.

For questions, please contact billing@passportinc.com.

For payment by check, please make payable to Passport Labs, Inc.

**If payment is not received within 30 days, a penalty fee of 1.5% may be added per month in accordance with the Uniform Commercial Code.**

REMITTANCE INFORMATION

By Check:

Passport Labs, Inc
PO Box 674924
Detroit, MI 48267-4924

By ACH/Wire:

Bank Name:

A/C Name:

A/C Number:

Routing/ABA Number:

Please reference invoice number with your payment.

SUBTOTAL 59,113.99

LESS 0.00

SHIPPING 0.00

TAX 0.00

PAYMENT 0.00

BALANCE DUE USD 59,113.99
Invoice

BILL TO
LAZ Parking
Billing Department
Inglewood CA 90301
United States

Issue Date 10/03/2022
Due Date 11/30/2022
Terms Net 30
Customer Reference # City of Inglewood
PO #

<table>
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<tr>
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<th>Taxes</th>
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<tbody>
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<td>Filter Suka License</td>
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<td>3.125</td>
<td>3.125</td>
<td>0.00</td>
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<td>3.125</td>
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</tbody>
</table>

SUBTOTAL 3,125.00
LESS SHIPMENT
TAX 0.00
PAYMENT 0.00

BALANCE DUE USD 3,125.00

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above.

For questions, please contact billing@passportinc.com.

**If payments are not received within 30 days, a monthly fee of 1.5% may be added per month to overdue invoices.

REMITTANCE INFORMATION
By Check:
Passport Labs, Inc
PO Box 674324
Detroit, MI 48267-4824

By ACH/Wire:

Bank Name:
A/C Name:
A/C Number:
Routing/ABA Number:

Please reference invoice number with your payment.
Passport Labs, Inc
124 S TRYON ST STE 1000
CHARLOTTE NC 28202-5007
United States

Invoice

Invoice #: INV-1824224
Date: 10/31/2022
Due Date: 11/20/2022
Terms: Net 30
Customer Reference #: LAZ Parking
PO #: 

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Onsite LPR Maintenance</td>
<td>1</td>
<td>3,250.00</td>
<td>3,250.00</td>
<td></td>
</tr>
</tbody>
</table>

LAZ Parking

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1003 referenced above.

For questions, please contact billing@passportinc.com.

SUBTOTAL: 3,250.00
LESS SHIPPING
TAX: 325.00
PAYMENT: 0.00

REMITTANCE INFORMATION
By Check:
Passport Labs, Inc
PO Box 674924
Detroit, MI 48267-4924

By ACH/Wire:
Bank Name:
A/C Name:
A/C Number:
Routing/ABA Number:

Please reference invoice number with your payment.
## Invoice

**Bill To:**
LAZ Parking  
Belling Department  
Inglewood CA 90301  
United States

**Invoice #** INV-1034859  
**Date** 1/20/2022  
**Due Date** 1/30/2022  
**Terms** Net 30  
**Customer Reference #** City of Inglewood  
**PO #**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Software License</td>
<td>1</td>
<td>3,125.00</td>
<td>3,125.00</td>
</tr>
</tbody>
</table>

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite 87050 referenced above.

**SUBTOTAL** 3,125.00  
**LESS**  
**SHOPPING**  
**TAX** 0.00  
**PAYMENT** 0.00  
**BALANCE DUE** USD 3,125.00

**REMITTANCE INFORMATION**
By Check:
Passport Labs, Inc  
PO Box 674924  
Detroit, MI 48267-4924

By ACH/Wire:
Bank Name:  
A/C Name:  
A/C Number:  
Routing/ABA Number:

Please reference invoice number with your payment.
Invoice

Bill To
LAZ Parking
Billing Department
Inglewood CA 90301
United States

Passport Labs, Inc
125 S Trade St Suite 1000
Charlotte NC 28202-5507
United States

Invoice # IN01-034685
Date 11/9/2022
Due Date 12/30/2022
Terms Net 30
Customer Reference # City of Inglewood

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Qty</th>
<th>Cost</th>
<th>Total</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Claim Issued Fee</td>
<td>5,005</td>
<td>0.05</td>
<td>4,783.25</td>
<td>5.0%</td>
</tr>
<tr>
<td>Online Transaction Fees</td>
<td>2,259</td>
<td>3.00</td>
<td>6,777.99</td>
<td>5.0%</td>
</tr>
<tr>
<td>Dastosport Claim Service and Loss Fee</td>
<td>157,481.37</td>
<td>2.75</td>
<td>90,472.34</td>
<td>5.0%</td>
</tr>
<tr>
<td>Letters Sent Fee</td>
<td>6,145</td>
<td>1.15</td>
<td>7,066.75</td>
<td>5.0%</td>
</tr>
<tr>
<td>Gateway Fees</td>
<td>2,259</td>
<td>0.55</td>
<td>1,235.55</td>
<td>5.0%</td>
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</table>

SUBTOTAL: $56,110.29

LESS SHIPPING

TAX: 0.00

PAYMENT: 0.00

BALANCE DUE: USD 56,110.29

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above.

For questions, please contact billing@passportinc.com.

* If payment is not received within 30 days, a penalty fee of 0.5% may be added per month to accrete interest.

REMITTANCE INFORMATION
By Check:
Passport Labs, Inc
PO Box 674924
Detroit, MI 48267-4924

By ACH/Wire:
Bank Name:
A/C Name:
A/C Number:
RoutingABA Number:

Please reference invoice number with your payment.
# Invoice

**Passport Labs, Inc**

128 8 TRYON ST STE 1000  
CHARLOTTE NC 28202-5007  
United States

## Invoice Details

- **Invoice #:** INV-1035481  
- **Date:** 12/21/2022  
- **Due Date:** 1/30/2023  
- **Terms:** Net 30  
- **Customer Reference #:** City of Inglewood  
- **PO #:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Per Citation Issued Fee</td>
<td>5,005</td>
<td>0.95</td>
<td>5,689.75</td>
</tr>
<tr>
<td>Online Transaction Fee</td>
<td>2,269.5</td>
<td>3.00</td>
<td>6,778.50</td>
</tr>
<tr>
<td>Delinquent Citation Service and License Fee</td>
<td>123,307.23</td>
<td>0.25</td>
<td>33,076.81</td>
</tr>
<tr>
<td>Letters Sent Fee</td>
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<td>Gateway Fees</td>
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<td>112.97</td>
</tr>
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</table>

**SUBTOTAL**: 53,158.13

**LESS**

**SHIPPING**:

**TAX**: 0.00

**PAYMENT**: 0.00

**REMITTANCE INFORMATION**

- **By Check:**  
  Passport Labs, Inc  
  PO Box 674924  
  Detroit, MI 48267-4924

- **By ACH/Wire:**

  Bank Name:  
  A/C Name:  
  A/C Number:  
  Routing/ABA Number:

  Please reference invoice number with your payment.

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above.

For questions, please contact billing@passportinc.com.
Passport Labs, Inc
128 S TRYON ST STE 1000
CHARLOTTE NC 28202-5007
United States

Invoice

BillTo
LAZ Parking
Billing Department
Inglewood CA 90301
United States

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Tax</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Software License</td>
<td>3,125</td>
<td>0.0%</td>
<td>3,125.00</td>
</tr>
</tbody>
</table>

SUBTOTAL: 3,125.00
LESS SHIPPING
TAX: 0.00
PAYMENT: 0.00

BALANCE DUE: USD 3,125.00

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above.

For questions, please contact billing@passportinc.com.

**If payment is not received within 20 days, a penalty fee of 1.5% may be added per month to overdue invoice.

REMITTANCE INFORMATION
By Check:
Passport Labs, Inc
PO Box 674524
Detroit, MI 48267-4924

By ACH/Wire:
Bank Name:
A/C Name:
A/C Number:
Routing/ABA Number:

Please reference invoice number with your payment.
Passport Labs, Inc  
120 S TRYON ST STE 1000  
CHARLOTTE NC 28202-5007  
United States

Invoice

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
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<th>Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>Permit Software License</td>
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</tbody>
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SUBTOTAL: 3,125.00

LESS SHIPPING: 0.00

TAX: 0.00

PAYMENT: 0.00

BALANCE DUE: USD 3,125.00

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above.

For questions, please contact billing@passportinc.com.

** If payment is not received within 30 days, a penalty fee of 1.5% may be added per month to overdue invoice.

REMITTANCE INFORMATION

By Check:
Passport Labs, Inc  
PO Box 674924  
Detroit, MI 48267-4924

By ACH/Wire:
Bank Name: Comerica Bank  
A/C Name: Passport Labs, Inc  
A/C Number: 1894832110  
Routing/ABA Number: 121137522

Please reference invoice number with your payment.
# Invoice

**Bill To**

LAZ Parking  
Billing Department  
Inglewood CA 90301  
United States

**Invoice #** INV-1036301  
**Date** 1/31/2023  
**Due Date** 3/2/2023  
**Terms** Net 30  
**Customer Reference #** City of Inglewood  
**PO #**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Per Citation Issued Fee</td>
<td>4,810</td>
<td>0.99</td>
<td>4,699.50</td>
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<tr>
<td>Online Transaction Fee</td>
<td>2,423</td>
<td>3.00</td>
<td>7,269.00</td>
<td>0.0%</td>
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<tr>
<td>Delinquent Citation Service and Licenses Fee</td>
<td>158,171.1</td>
<td>0.25</td>
<td>39,542.78</td>
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<tr>
<td>Letters Sent Fee</td>
<td>5,350</td>
<td>1.15</td>
<td>6,152.50</td>
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<tr>
<td>Gateway Fees</td>
<td>2,423</td>
<td>0.03</td>
<td>121.15</td>
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**SUBTOTAL** 57,154.93  
**LESS**  
**SHIPPING**  
**TAX** 0.00  
**PAYMENT** 0.00  
**BALANCE DUE** USD 57,154.93

*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above.*

For questions, please contact billing@passportnc.com.

**REMITTANCE INFORMATION**

By Check:

Passport Labs, Inc  
PO Box 674504  
Detroit, MI 48267-4924

By ACH/Wire:

Bank Name: Comerica Bank  
A/C Name: Passport Labs, Inc  
A/C Number: 1894832110  
Routing/ABA Number: 121137522

Please reference invoice number with your payment.