County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

January 19, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE AGREEMENT FOR PARKING CITATION PROCESSING SERVICES WITH ACS STATE AND LOCAL SOLUTIONS (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

SUBJECT

This Board letter seeks approval of an Agreement with ACS State and Local Solutions (ACS) to provide parking citation processing services to the Los Angeles County Sheriff's Department (Department). The services will enable the Department to continue the collection and processing of parking citations in the unincorporated areas of Los Angeles County (County).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to sign the attached Agreement with ACS, effective upon Board approval, and continue for a term of three years. The agreement may be extended by the County for two additional one-year extension options, and one six-month extension option, in any increment. The Agreement enables the Department to continue receiving parking citation processing services currently being provided under Agreement 74205, also with ACS. This is a revenue-generating agreement.

2. Delegate authority to the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed, and to modify the Agreement within the conditions specified in the Agreement with prior approval of County Counsel, including authority for the Sheriff to exercise the above extension provision if funding is available and it is in the best interest of the County, and to include new or revised standard County contract provisions adopted by your Board during the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow ACS to provide parking citation processing services to the Department. The fees paid to the Contractor for its services will be offset by revenue generated from parking citation fines and penalties that the Contractor will process.

ACS will be responsible for processing citations, maintaining citation records, sending notices to violators, and establishing a data sharing relationship with the Department of Motor Vehicles to obtain vehicle ownership data. ACS will also be responsible for collecting all cash and check payments, and depositing those payments with the County.

The services provided by ACS include enhanced citation payment options, which enable violators to make citation penalty payments with credit cards through a website, or using an interactive voice-response telephone system. ACS will not collect electronic payments or electronic payment data. ACS will only facilitate the electronic transaction by providing a portal to the County's electronic payment service provider FIS (formerly known as Link-2-Gov).

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Goal 1, Operational Effectiveness. Specifically, the proposed Agreement will enable the Department to continue processing parking citations in the unincorporated areas of the County, and thereby ensure continued revenue to the Department.

FISCAL IMPACT/FINANCING

The County will not incur any Net County Cost during the term of this Agreement.

Currently, parking citation processing generates approximately $8 million per year in revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, ACS is providing parking citation processing services to the Department under Agreement Number 74205, which was approved by your Board on November 12, 2002, for a term of three years, plus two one-year option periods, and one six-month option period. Prior to the expiration of the Agreement, the Department requested and received from your Board, two subsequent extensions through February 11, 2010. The extensions were granted in order to allow the Department to complete the negotiation process with the proposed contractor, ACS.

The negotiated Agreement provides that the County has no obligation to pay for expenditures incurred by ACS beyond the negotiated Agreement pricing. Further, ACS will not be asked to perform services which exceed the scope of work, or contract dates.

The negotiated Agreement contains a modification to the County's standard indemnification provision, which was discussed with, and reviewed by, the Chief Executive Office's Risk Management Branch. Under the Agreement, ACS agrees to indemnify the County from, and against, any and all liability arising from or connected with ACS's negligent or wrongful acts and/or omissions arising from and/or relating to the Agreement. The Department aggressively negotiated the provision and believes the negotiated alternative language is commercially reasonable and does not impose an unacceptable risk or burden on the Department. Additionally, as the incumbent vendor, ACS has provided exceptional performance to the Department, with no problems or claims arising from its work activities.

ACS has been notified of, and is in compliance with, all Board and CEO requirements, including Jury Service and the Safely Surrendered Baby Law.

The County's E-Commerce Readiness Assessment Group (ERG) has reviewed all contracting documents, including the Statement of Work. ERG has approved the Department's use of ACS as a third-party vendor for the parking citation services described above, and has authorized ACS to interface with FIS for all electronic payment processing.

The Chief Information Officer recommends approval of this Agreement. County Counsel has reviewed and approved the Agreement as to form.

CONTRACTING PROCESS

On April 17, 2009, the Department released a Request for Proposals (RFP) and sent notification to 13 vendors via United States Mail and/or e-mail. The solicitation was

posted on both the County's and Department's websites. A mandatory proposers' conference was held on May 13, 2009, at which four vendors were in attendance.

On May 27, 2009, the solicitation closed, and the Department received three proposals. A five-member evaluation team consisting of technical and subject matter experts from the Department and the County's Department of Beaches and Harbors was assembled to review and assess the proposals. Upon completion of this assessment, the evaluation team determined that ACS's proposal best satisfies the County's business requirements as identified in the RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this action and two adopted copies of the Agreement to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed by:

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

PARKING CITATION PROCESSING SERVICES (PCPS)

AGREEMENT

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ACS STATE AND LOCAL SOLUTIONS, INC.

PARKING CITATION PROCESSING SERVICES (PCPS)
BETWEEN COUNTY OF LOS ANGELES
AND
ACS STATE AND LOCAL SOLUTIONS, INC.

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RECITALS

THIS AGREEMENT is entered into as of _____, 2010 (as further defined below, the "Effective Date") by and between the County of Los Angeles ("County") and ACS State and Local Solutions, Inc., a corporation organized under the laws of New York, located at 12410 Milestone Center Drive, Germantown, Maryland 20876 ("Contractor"), to provide Parking Citation Processing Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, County desires an agreement with Contractor for the delivery and implementation of a Parking Citation Processing Services program for the Department;

WHEREAS, the County desires to engage Contractor, among other things, (a) to collect parking fines on behalf of the County pursuant to the California Vehicle Code and Los Angeles County Code, (b) to provide the Department with a parking citation information resource, (c) to secure the confidentiality of parking citation data, and (d) to account for, and deposit to County, all fiscal proceeds (revenue) resulting from such collection activities; all subject to the terms and conditions of this Agreement (as defined below);

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence, and sufficient staffing to provide such Parking Citation Processing Services; and

WHEREAS, this Agreement is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with *Exhibits A through J*, any attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

Attachment A – County's Functional Business Requirements
Attachment B – Samples Notices and Correspondences
Attachment C – LASD Desktop Computing Workstation Baseline
Attachment D – Parking Enforcement Detail - Staffing Profile
Attachment E – LINK2GOV Interface

1.2.3. Exhibit C – Price Sheet

1.2.4 Exhibit I - Project Control Document

1.2.5 Exhibit H1 - Contractor's EEO Certification

1.2.6 Exhibit H2 – Contractor's Acknowledgement and Confidentiality Agreement

1.2.7 Exhibit H3 - Contractor's Employee Acknowledgment and Confidentiality Agreement

1.2.8 Exhibit H4 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.2.9 Exhibit H5 - Contractor's Certification of Compliance with the County's Defaulted Property Tax Reduction

1.2.10 Exhibit D1 – Contract Performance Discrepancy Report

1.2.11 Exhibit D2 - Performance Requirements Summary

1.2.12 Exhibit E - Invoice Discrepancy Report

1.2.13 Exhibit F - Jury Service Ordinance

1.2.14 Exhibit G - Safely Surrendered Baby Law

1.2.15 Exhibit J - Defaulted Property Tax Reduction Program

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as *Exhibit A (Additional Terms and Conditions)*, and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall

be bound by the additional terms and conditions enumerated in such *Exhibit A* as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Sections, Captions, and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 “Agreement” has the meaning set forth in Paragraph 1.1 (Agreement).

2.2 "ALPR" has the meaning set forth in the Statement of Work.

2.3 “Amendment” has the meaning set forth in *Section 6.0 (Change Orders and Amendments)*.

2.4 "Association Rules" means the bylaws, rules and regulations of the Associations, as they exist from time to time.

2.5 "Association" means any entity formed to administer and promote the use of credit/debit cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated.

2.6 “Board” means the Los Angeles County Board of Supervisors.

2.7 “Business Day” means Monday through Friday, excluding County observed holidays.

2.8 "Card Issuer" means any financial institution, which is a member bank of the Association or its agents, American Express and/or Discover.

2.9 "Card Rules" means the Association Rules and any other rules and/or regulations from time to time promulgated by any Card Issuer, credit/debit card processor and/or PIN-Based Debit Network.

2.10 "Change Order" has the meaning set forth in *Section 6.0 (Change Orders and Amendments)*.

2.11 "Contractor" has the meaning set forth in the preamble to this Agreement.

2.12 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.2.

2.13 "Contractor Program Director" has the meaning set forth in Paragraph 4.1 (Contractor Program Director).

2.14 "Contractor Program Manager" has the meaning set forth in Paragraph 4.2 (Contractor Program Manager).

2.15 "Correspondence(s)" has the meaning set forth in the Statement of Work.

2.16 "County" has the meaning set forth in the preamble to this Agreement.

2.17 "County Counsel" means County's Office of the County Counsel.

2.18 "County Indemnitees" means the County, its Special Districts, elected and appointed officers, employees, and agents.

2.19 "County Program Director" has the meaning set forth in Paragraph 3.1 (County Program Director).

2.20 "County Program Manager" has the meaning set forth in Paragraph 3.2 (County Program Manager).

2.21 "Data Security Guidelines" means (a) all applicable security standards and guidelines that may be published from time to time by any Association, any Card Issuer, any credit/debit card processor or any PIN-Based Debit Network, including the Visa U.S.A. Cardholder Information Security Program and the Payment Card Industry Data Security Standard and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at http://countypolicy.co.la.ca.us/ and (ii) standards from time to time published by County's Chief Information Security Officer and provided by County Program Director to Contractor.

2.22 "Department" has the meaning set forth in the preamble to this Agreement.

2.23 "Dispute Resolution Procedure" has the meaning set forth in *Section 2.0 (Dispute Resolution Procedure)* of *Exhibit A (Additional Terms and Conditions)*.

2.24 "Effective Date" means the date identified in the preamble to this Agreement, which is the date on which this Agreement has been executed by all parties and approved by the Board.

2.25 "Field Equipment" has the meaning set forth in the Statement of Work.

2.26 "Hold" or "DMV Registration Hold" has the meaning set forth in the Statement of Work.

2.27 "Infringement Claims" has the meaning set forth in *Section 14.0 (Intellectual Property Indemnification)* of *Exhibit A (Additional Terms and Conditions)*.

2.28 "Initial Term" has the meaning set forth in *Section 7.0 (Term)*.

2.29 "Interface(s)" means the software mechanisms which allow the transfer of electronic data, or software commands between computer systems, computer programs, or computer program modules which are conceived, created and/or developed by, or on behalf of Contractor, including the interface(s) to County's electronic payment processing vendor, LINK2GOV, described in the Statement of Work, and/or the attachments thereto.

2.30 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).

2.31 "IVR" has the meaning set forth in the Statement of Work.

2.32 "Jury Service Program" has the meaning set forth in *Section 33.0 (Compliance with Jury Service Program)* of *Exhibit A (Additional Terms and Conditions)*.

2.33 "Monthly Contract Sum" has the meaning set forth in *Section 8.0 (Prices and Fees)*.

2.34 "Notice(s)" has the meaning set forth in the Statement of Work.

2.35 "Option Term" has the meaning set forth in *Section 7.0 (Term)*.

2.36 "Pay-by-Web" has the meaning set forth in the Statement of Work.

2.37 "PIN-Based Debit Network" means a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.

2.38 "Project Control Document" or "PCD" has the meaning set forth in the Statement of Work.

2.39 "Reporting District" or "RD" means the geographical Reporting Districts into which the Sheriff divides the County. A Reporting District number is a four-digit number

assigned to each District. It is comprised of a two-digit station or unit identifier, followed by a two-digit geographical location number (00-99) within the station's jurisdiction; in combination referred to as the RD number.

2.40 "Scofflaw" means a vehicle which has encumbered five (5) or more unpaid parking citations.

2.41 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.42 "Special Collections Fee" has the meaning set forth in the Statement of Work.

2.43 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto, as the same may be amended by any executed Change Order or Amendment.

2.44 "System" has the meaning set forth in the Statement of Work.

2.45 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.46 "Term" has the meaning set forth in *Section 7.0 (Term)*.

2.47 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all other Exhibits, attachments, executed Change Orders, and Amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Program Director.

3.1.1 "County Program Director" for this Agreement shall be the following person:

Sharon Bilbrey, Manager
Parking Enforcement Detail
4700 Ramona Boulevard
Monterey Park, California 91754

3.1.2 County will notify Contractor of any change in the name or address of County Program Director.

3.1.3 Except as set forth in *Section 6.0 (Change Orders and Amendments)* of this Agreement, County Program Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Program Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Program Manager.

3.2.1 "County Program Manager" for this Agreement shall be the following person:

Paul Vasquez
Supervising Parking Control Officer
Parking Enforcement Detail
4700 Ramona Boulevard
Monterey Park, California 91754

3.2.2 County shall notify Contractor of any change in the name or address of the County Program Manager.

3.2.3 The County Program Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.4 County Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.5 County Program Manager shall advise County Program Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Program Director, which duties are enumerated in Paragraph 3.1 (County Program Director), and the duties of the County Program Manager, which duties are enumerated in Paragraph 3.2 (County Program Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Program Director.

4.1.1 "Contractor Program Director" shall be the following person, who shall be a full-time employee of Contractor:

Gabriel Valadez
606 South Olive Street, 23rd Floor
Los Angeles, California 90014
Email gabriel.valadez@acs-inc.com
Fax 213-688-0807

4.1.2 Contractor will notify County of any change in the name or address of Contractor Program Director.

4.1.3 Contractor Program Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.4 From the Effective Date through the expiration of the Term, Contractor Program Director shall be available to meet and confer with the County Program Director in person or by phone, to review Program progress and discuss Program coordination.

4.2 Contractor Program Manager.

4.2.1 The "Contractor Program Manager" shall be the following person who shall be a full-time employee of Contractor:

Suheila Haider
606 South Olive Street, 23rd Floor
Los Angeles, California 90014
Email suheila.haider@acs-inc.com
Fax 213-688-0807

4.2.2 Contractor will notify County of any change in the name or address of Contractor Program Manager.

4.2.3 Contractor Program Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.2.4 Contractor Program Manager shall be available to meet and confer as necessary with County.

4.3 Approval of Contractor's Staff.

4.3.1 County approves the proposed Contractor Program Director and Contractor Program Manager listed in Subparagraphs 4.1.1 and 4.2.1. The County Program Director has the right to approve or disapprove any proposed replacement for the Contractor Program Director and the Contractor Program Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Program Director or the Contractor Program Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Program Director or Contractor Program Manager.

4.3.2 Contractor shall endeavor to assure continuity of Contractor personnel performing key functions under this Agreement, including the Contractor Program Director and Contractor Program Manager, as well as any identified critical support staff (together comprising "Contractor Key Personnel"). Notwithstanding the foregoing, the County Program Director may require removal of any Contractor Key Personnel.

4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or any egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure Program continuity.

4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

4.3.5 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5.0 WORK; APPROVAL AND ACCEPTANCE

Contractor shall fully and timely perform, provide, and make available to and accessible by County as specified in the SOW and/or attachments thereto, the System and all other Work under this Agreement, including pursuant to an executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement, including *Contractor's Guarantee (Statement of Work, Section 18.0)*.

Other than as expressly set forth in the remainder of this *Section 5.0 (Work; Approval and Acceptance)*, Contractor acknowledges that, subject to this *Section 5.0 (Work; Approval and Acceptance)*, all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable on a monthly basis in accordance with the terms and conditions of this Agreement, including this *Section 5.0 (Work; Approval and Acceptance)*, *Section 8.0 (Prices and Fees)*, and *Section 11.0 (Invoices and Payments)*.

Contractor acknowledges that, subject to this *Section 5.0 (Work; Approval and Acceptance)*, all one-time implementation costs performed under this Agreement, including pursuant to an executed Change Order or Amendment, are payable upon Contractor's full completion, and County's written approval of, all Work associated with such one-time costs, in accordance with the terms and conditions of this Agreement, including this *Section 5.0 (Work; Approval and Acceptance)*, *Section 8.0 (Prices and Fees)*, and *Section 11.0 (Invoices and Payments)*

6.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this *Section 6.0 (Change Orders and Amendments)*.

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Program Director and Contractor Program Director, with the concurrence of County Counsel. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County Program Director, in County Program Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work

or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Sheriff and an authorized agent of Contractor.

6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or *Exhibit A (Additional Terms and Conditions)*, then a negotiated Amendment to this Agreement shall be executed by the Board or its designee and an authorized agent of Contractor.

6.1.4 Notwithstanding any other provision of this *Section 6.0 (Change Orders and Amendments)*, for any change to incorporate new services and supporting technologies, methodologies, and techniques into PCPS program or any of its components, consistent with *Section 9.0 (New Services and Supporting Technology)*, a negotiated Amendment shall be mutually agreed upon and executed by Sheriff and Contractor.

7.0 TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for a period of three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to two additional one (1) year periods, and one (1) six-month period in any increment (each an "Option Term") for a total Agreement term not to exceed five (5) years and six (6) months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised by formal Amendment, executed by Sheriff or his designee and Contractor, consistent with *Paragraph 6.0 (Change Orders and Amendments)*.

Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Program Director at the address herein provided in Subparagraph 3.1.1.

8.0 PRICES AND FEES

8.1 General

The prices and fees for this Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Agreement shall be as set forth on *Exhibit C (Price Sheet)*. Such prices and fees shall remain firm and fixed for the Term.

Contractor's Special Collections Fee for this Agreement, which shall be charged to the customer for special collections, as defined in *Exhibit B (Statement of Work)*, shall be as set forth in *Exhibit B (Statement of Work)* and *Exhibit C (Price Sheet)*. The Special Collections Fee shall remain firm and fixed for the Term.

If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County. Thus, Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Monthly Contract Sum

The "Monthly Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor on a monthly basis, for providing the Work specified under this Agreement for the Term, including all extension periods. The total monthly monetary amount that would be payable includes a per-citation processing cost, and monthly hardware usage costs, and shall in no event, expressly or by implication, exceed the rates set forth in *Exhibit C (Price Sheet)*.

8.3 Contractor's One-Time Implementation Costs

Exhibit C (Price Sheet) includes a one-time cost to County for the implementation and/or configuration of each of the following: (1) IVR subsystem, (2) Pay-by-Web website, and (3) the ALPR systems configurations. These one-time implementation and/or configuration costs shall in no event, expressly or by implication, exceed the rates set forth in *Exhibit C (Price Sheet)*.

9.0 NEW SERVICES AND SUPPORTING TECHNOLOGIES

Contractor and County acknowledge the probability that the services and supporting technologies provided under this Agreement will change and improve during the Term of this Agreement. County desires the flexibility to incorporate into the service, any new services and technologies as they may become available.

Accordingly, Contractor Program Manager shall, promptly upon discovery and on a continuing basis, apprise County Program Director of all new services and supporting technologies, methodologies, and techniques which Contractor considers to be applicable to the program. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the PCPS program, and provide an estimate of the impact such incorporation will have on the program. County, at its sole discretion, may request that this Agreement be amended to incorporate the new services and supporting technologies, methodologies and techniques into the program pursuant to the provisions of *Section 6.0 (Change Notices and Amendments)*.

Contractor shall not bill County, and County will not pay, for any information provided to County by Contractor, pursuant this *Section 9.0*.

10.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

10.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to *Section 6.0 (Termination for Convenience)* of *Exhibit A (Additional Terms and Conditions)*. County shall endeavor to notify Contractor in writing of any such non appropriation of funds at the earliest possible date.

11.0 INVOICES AND PAYMENTS

11.1 Approval of Invoices

All invoices submitted by Contractor shall be submitted to County on a monthly basis for payment (except for the one-time costs defined below), and must have the written approval of the County Program Director, as evidenced by the County Program Director's countersignature, on the applicable invoice, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

11.2 Detail. Each invoice submitted by Contractor shall include:

The goods, services, or other Work as described in *Exhibit B (Statement of Work)* and *Exhibit C (Price Sheet)* for which payment is claimed and the amount of payment therefore.

Specifically, each invoice shall list:

- The total number of citations processed for the one (1) month period billable;
- The per citation charge applicable;
- The monthly equipment use charges for:
    - Desktop Computing Systems
    - Handheld Computing Devices
    - ALPR systems
- The one-time cost (when applicable) to implement:
    - IVR subsystem
    - Pay-by-Web website
    - ALPR systems configuration

The prices set forth in *Exhibit C (Price Sheet)* are inclusive of all applicable Taxes. It is Contractor's responsibility to ensure that all such taxes are paid to the appropriate regulating body.

11.3 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

11.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

11.5 Invoice Discrepancy Report

The County Program Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR"), Exhibit E, to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Program Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from the County Program Manager. If the

County Program Manager does not receive a written response from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

12.0 LIQUIDATED DAMAGES; WITHHOLD

12.1 If, in the judgment of the County Program Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Program Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment (Monthly Contract Sum and/or one-time costs, as the case may be) or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Program Director in a written notice describing the reasons for said action.

12.2 If the County Program Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain time span, the County Program Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Program Director may:

12.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the payment (Monthly Contract Sum and/or one-time costs, as the case may be); or

12.2.2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars ($200) per day per infraction, and that Contractor shall be liable to County for liquidated damages in the said amount. Contractor's total aggregate liability for liquidated damages under this *Paragraph 12.2.2* shall not exceed twenty (percent) 20% of the annual contract price. The annual contract price shall be calculated as the amount invoiced by Contractor to County over the twelve (12) month period immediately preceding County's written notice to Contractor pursuant to *Paragraph 12.2*. Said amount shall be deducted from County's payment to Contractor; and/or

12.2.3. Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will

be deducted and forfeited from the payment to the Contractor from County, as determined by County.

12.3 The action noted in *Paragraph 12.2* shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

12.4 This Paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in *Section 18.0 (Contractor's Guarantee)* of the *Statement of Work*, or *Paragraph 12.2* above, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

13.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party by giving ten (10) days prior notice thereof in accordance with the delivery procedures set forth above, to the other party.

To County: (1) Sharon Bilbrey, Manager
Parking Enforcement Detail
4700 Ramona Boulevard
Monterey Park, California 91754

with a copy to:

(2) Los Angeles County Sheriff's Department
Assistant Director, Contracts
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169
Facsimile: (323) 415-6874

To Contractor: (1) ACS State and Local Solutions, Inc.
Attention: Gabriel Valadez
606 South Olive Street, 23rd Floor

Los Angeles, California 90014
Email: gabriel.valadez@acs-inc.com
Facsimile: 213-688-0807

with a copy to:

(2) ACS State and Local Solutions, Inc.
Attention: Suheila Haider
606 South Olive Street, 23rd Floor
Los Angeles, California 90014
Email: suheila.haider@acs-inc.com
Facsimile: 213-688-0807

The County Program Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

14.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

15.0 SURVIVAL

The following *Sections* of this Agreement shall survive its expiration or termination for any reason: *1.0 (Agreement and Interpretation)*, *2.0 (Definitions), 8.0 (Prices and Fees)*, *10.0 (County's Obligation for Future Fiscal Years)*, *11.0 (Invoices and Payments)*, *13.0 (Notices)*, *14.0 (Arm's Length Negotiations)*, *15.0 (Survival)*, and all the terms and conditions set forth in *Exhibit A (Additional Terms and Conditions)*.

* * * * *

AGREEMENT
PARKING CITATION PROCESSING SERVICES (PCPS)
BETWEEN COUNTY OF LOS ANGELES
AND
ACS STATE AND LOCAL SOLUTIONS, INC.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

ACS STATE AND LOCAL
SOLUTIONS, INC.

Signature: _____

Title: Vice President

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By Michele Jackson

Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit," have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Program Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Program Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Program Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Program Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.3 Contractor Responsibilities.

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, including all records and information pertaining to citations and/or payment thereof, and all events and/or circumstances which are obtained, to which Contractor has access and/or which occur during the course of Contractor's performance under the Agreement (collectively in this Exhibit, "confidential information"), in accordance with all applicable Data Security Guidelines, Card Rules, Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit H2 to the Agreement) for each of its employees performing Work under the Agreement and an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit H3 to the Agreement) for each non-employee performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential

information, or which otherwise have access by virtue of Contractor's performance hereunder.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such confidential information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such confidential information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such confidential information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such confidential information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose. Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding information security or maintenance in County's computer systems or to any safeguard, countermeasure or contingency plan, policy or procedure for data security contemplated or implemented by County.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Program Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Program Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by

Contractor as “proprietary” or “confidential.” Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor’s proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Program Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County (identifying the County by name only), provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County’s name and Contractor shall cure promptly and prospectively any use of County’s name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County’s other rights under the Agreement and at law and in equity, County shall have the

right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon written notice to Contractor, terminate the whole or any part of the Agreement if Contractor materially breaches the Agreement, Contractor fails to perform or provide any Work within the times specified in the Agreement or

Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Program Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Program Director may authorize, in writing, but in no event shall the period, as extended by the County Program Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall

be effected by delivery to Contractor of a thirty (30) days' prior written notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice. Contractor shall be paid reasonable and actual termination costs and for the work performed up to and including the effective date of termination.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 INTENTIONALLY OMITTED

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0

(Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages) of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Schedule)

of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Program Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Program Director, upon request by the County Program Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES AND COVENANTS

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

12.6 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System or any other County systems through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any other County systems to County or any user or which could alter, destroy, or inhibit the use of the System or any other County systems, or the data contained therein (collectively in this Paragraph 12.6, "Disabling Device(s)"), which could block access to or prevent the use of the System or any other County systems by County or users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered goods to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents its use contained on such media.

12.7 Contractor has the full power and authority to grant all rights granted by this Agreement to County.

12.8 No consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect.

12.9 County is entitled to use the System and all other tasks, deliverables, goods, services and other Work acquired hereunder, in each case, in accordance with the terms of this Agreement.

12.10 Contractor shall support the System for the Term.

12.11 Contractor shall maintain comprehensive data security procedures and practices appropriate to the nature of the confidential information, which shall include, but not be limited to, reasonable and appropriate technical, organizational, administrative and other security measures, to protect the confidential information from unauthorized access, destruction, use, modification, or disclosure. The content and implementation of the data security program and associated technical, organizational, administrative and security measures shall be fully documented in writing by Contractor, and Contractor shall provide comprehensive training on the data security program to all parties granted access to the confidential information. The documentation shall address control architecture, encryption and data separation procedures, access control and verification, the presence or absence of audit trails, system testing and monitoring, disaster recovery and back-up, and program responsibility, among other items.

12.12 Under no circumstances shall Contractor make any changes in its technical, organizational, administrative and other security measures that materially weaken any technical, organizational, administrative or other security measure in place to safeguard the confidential information or result in Contractor's failure to meet any of the minimum standards set forth in this Agreement.

12.13 To the extent Contractor removes the confidential information from any media under its control that is taken out of service, Contractor agrees to permanently destroy or securely erase such confidential information. Under no circumstances shall Contractor, or such entity as the case may be, use or re-use media on which the confidential information has been stored for any purpose unless such confidential information has been securely and permanently erased.

12.14 As a precondition to accepting the first credit/debit card payment with respect to the IVR subsystem and/or over-the-counter, Contractor shall submit a letter from an authorized officer of Contractor (a) certifying that Contractor or each such entity, as the case may be, is in compliance with Visa U.S.A. Cardholder Information Security Program (in this Paragraph 12.0, "CISP") and the Payment Card Industry (in this Paragraph 12.0, "PCI") Data Security Standard and (b) detailing the status of such compliance, including, without limitation, an identification of any security vulnerabilities identified in connection with Contractor's most recent CISP and/or PCI Data Security Guidelines compliance audit and corrective action taken with respect thereto. Thereafter, no less frequently than annually and, in any event, within forty-five (45) days of the completion of any CISP and/or PCI Data Security Guidelines compliance audit with respect to Contractor, Contractor shall provide a letter from an authorized officer of Contractor (a) certifying that Contractor is in compliance with CISP and PCI Data Security Guidelines and (b) detailing the status of such compliance,

including, without limitation, an identification of any security vulnerabilities identified in connection with Contractor's most recent CISP and/or PCI Data Security Guidelines compliance audit and corrective action taken with respect thereto.

12.15 Without limiting Paragraph 18.0 (Compliance with Applicable Law, Etc.), Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, policies, guidelines and directives (in this Paragraph 12.0, "Laws") relating to incidents which compromise, are reasonably believed to have compromised, or may potentially compromise, the security, confidentiality and/or integrity of any confidential information pertaining to citations or payment thereof (collectively in this Paragraph 12.0, "Security Incidents"), including without limitation, California Civil Code Section 1798.82. Under no circumstances will this Paragraph be deemed to confer upon County responsibility for Contractor's compliance with all applicable Laws.

12.16 No later than forty-eight (48) hours of the occurrence of any Security Incident, Contractor shall (a) provide County Program Director and the Department's Chief Information Security Officer with written notification detailing such Security Incident, (b) investigate (with County's participation if so desired by County) such Security Incident, (c) perform a root cause analysis and prepare a corrective action plan, (d) provide written reports of its findings and proposed actions to County for its review, (e) to the extent such Security Incident is within Contractor's areas of control, remediate such Security Incident or potential Security Incident and prevent its recurrence at Contractor's sole cost and expense, (f) cooperate with County in providing any notices that County deems appropriate to affected data subjects, government agencies, credit bureaus and other entities, and (g) cooperate with County in any litigation and investigation against third parties deemed necessary by County to protect the confidential information. Contractor shall be solely responsible for all costs it incurs as a result of compliance with the above requirements. No later than ten (10) business days' of County Program Director's or County Program Manager's request therefor, Contractor shall make the staff responsible for compliance with the Data Security Guidelines available for a conference call with County staff to discuss each Security Incident and the response to such Security Incident, which response shall include, but not be limited to, the steps taken (a) to prevent the reoccurrence of such a Security Incident and (b) to comply with the provisions of this Paragraph 12.0 with respect to such Security Incident.

12.17 Without limiting any provisions of this Agreement, Contractor shall bear: (a) the costs incurred by Contractor in complying with its legal obligations relating to such breach, and (b) in addition to any other costs, expenses, or damages for which Contractor may be liable for under this Agreement, the following costs incurred by County in responding to such breach, to the extent applicable: (i) the cost of providing notice to affected individuals, (ii) the cost of providing notice to

government agencies, credit bureaus, and other required entities, (iii) the cost of providing affected individuals with credit monitoring or restoration services for a minimum of 12 months or such longer minimum period required by applicable Law, to the extent the incident could lead to a compromise of the data subject's credit or credit standing, (iv) call center support for such affected individuals for a specific period not to exceed 30 days, (v) the cost of any other measures required under applicable Law, and (vi) any other damages for which Contractor would be liable under this Agreement, including, but not limited to costs incurred by issuing banks to restore or correct the data subject's credit or credit standing.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Notwithstanding any provision to the contrary, either expressly or by implication, and to the extent allowed by law, Contractor shall indemnify, defend, and hold harmless County, it Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or connected with the negligent or wrongful act(s) and/or omissions(s) of Contractor and/or any Subcontractor(s).

13.2 General Insurance Requirements

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 13.2 and 13.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

13.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of a blanket Additional Insured endorsement confirming County (defined below) has been given Additional Insured status under the Contractor's General Liability policy, shall be delivered to:

  Manager
  Sheriff's Department Contract Compliance Unit
  4700 Ramona Boulevard, Room 214
  Monterey Park, CA 91754-2169

and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time, should the need for discovery arise.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any applicable County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

13.2.2 <u>Additional Insured Status and Scope of Coverage</u>

The County of Los Angeles, its Special Districts, Elected Officials, Officers, , Employees and Volunteers (collectively "County") shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County's additional insured status shall apply with respect to liability and defense

of suits arising out of the Contractor's acts or omissions, whether such Contractor liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic blanket additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

13.2.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

13.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

13.2.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A-:VII unless otherwise approved by County.

13.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

13.2.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the applicable Required Insurance policies for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to

execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

13.2.8 Subcontractor Insurance Coverage Requirements

Contractor shall include and shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Such evidence of insurance shall be equivalent, and subject to, all requirements of Contractor as listed herein, inclusive of the provision to provide County with Additional Insured status as described throughout this Section 13.0.

13.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. Contractor shall be responsible for any deductible or self-insured retention that it may carry.

13.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

13.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13.2.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County shall be designated as an Additional Covered Party under any approved program.

13.2.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and reasonably adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures, and negotiations with Contractor on any requested coverage increase.

13.3 Insurance Coverage

13.3.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County as an additional insured, with limits of not less than:

General Aggregate:	$4,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$2,000,000
Each Occurrence:	$2,000,000

Such limits may be met through a combination of primary and excess liability insurance.

13.3.2 **Professional Liability** insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $3 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13.3.3 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

13.3.4 **Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.3.5 **Fidelity Bond** or **Crime** insurance policy with limits of not less than $1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, and employees who regularly handle or have responsibility for such money, securities, or property. County Indemnitees shall be named as a Joint

Loss Payee as its interests may appear. This insurance shall include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

13.3.6 Performance Security Requirements, Bond

13.3.6.1 Contractor shall furnish to County within twenty (20) days after the Effective Date, a performance bond in an amount of at least $1,000,000 per year for the County, and executed by a corporate surety licensed to transact business in the State of California. Such performance bond shall be in the form and substance satisfactory to County. Such bond shall be maintained by Contractor in full force and effect until released by County upon County Program Director's written determination that Contractor shall have fully performed all of its obligations under this Agreement. Any modification, extension, or termination of this Agreement shall in no way release Contractor or any of its sureties from any of their obligations under such performance bond. Such bond shall contain a waiver of notice of any Change Notices, Change Orders, and Amendments to this Agreement. Such bond may be issued on an annually renewable performance bond form provided by Contractor's surety bond broker.

13.3.6.2 At its sole option, County may accept certificates of deposit, cash deposits, United States government securities, or irrevocable letters of credit, payable to the County on demand, in lieu of commercial bonds to meet this provision. County shall have no responsibility to Contractor to pay any such deposit, and any loss by reason of the failure of any institution issuing such collateral shall be solely the responsibility of Contractor.

13.3.6.3 Prior to acceptance of Contractor's performance bond or alternative security, Contractor shall submit to County the form of the proposed performance bond or alternative security for approval by County. Both the initial expense and the annual premiums on the bond shall be paid by Contractor.

13.3.6.4 Failure on the part of Contractor to procure and maintain the required performance bond or alternative security shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Section 5.0

(Termination for Default) and may seek all remedies stated herein.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 Indemnification Obligation. Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the System or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder or the operation and utilization of Contractor's work under this Agreement (collectively in this Paragraph 14.0 "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

14.2 Procedures. County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the System or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the System or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the System or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.3 Remedial Acts. If Contractor fails to complete the remedial measures in Subparagraph 14.2 above within forty-five (45) days of the date of the written

notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the System or other tasks, deliverables, goods, services or other Work, or damages or other costs or expenses (in this Paragraph 14.3, "County's Remedial Acts"). Contractor shall indemnify County under Subparagraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors.

17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

17.4 If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors of County Contractors.

17.10 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be found at the following website:

http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp

18.0 COMPLIANCE WITH APPLICABLE LAW, ETC.

18.1 In the performance of this Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, Data Security Guidelines and Card Rules, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached hereto as Exhibit F, Contractor's EEO Certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may

immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees

pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 24.0 shall be a material breach of this Agreement.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant

to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F and incorporated by reference into and made a part of this Agreement.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of

$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term of this Agreement, County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed

fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

34.2 If any of Contractor's staff, subcontractors or agents do not pass the background clearance investigation, County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through County's background investigation.

34.3 County may immediately, at sole discretion of County, deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of County, whose background or conduct is incompatible with County facility access.

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 INTENTIONALLY OMITTED

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Program Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

37.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or

under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 INTENTIONALLY OMITTED

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 40.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 40.1 of this Exhibit.

40.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

41.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits**.** County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

41.4 Contractor shall adhere to the provisions stated in Paragraph 3.0, Confidentiality.

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall

be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Program Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Program Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Program Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by

County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

42.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 42.0 shall constitute a material breach upon which County may terminate or suspend this Agreement.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Mona Whittouck, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Agreement, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by

County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in this Agreement.

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Program Director and the County Program Manager.

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

50.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary," and which meet the definition of "Trade Secret" in California Evidence Code Section 1061. County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

52.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

53.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code. This Paragraph 53.0 will be included in the final Agreement if applicable.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting an agreement award.

54.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

56.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

57.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

58.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

59.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in “original” form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

62.0 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

63.0 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating, and responding to complaints.

63.1 Within fifteen (15) business days after the Effective Date of this Agreement, Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints (see *SOW, Appendix A, Paragraph 16.1*).

63.1.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

63.1.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

63.1.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

63.1.4 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

63.1.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

63.1.6 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

64.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

64.1 This Agreement is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

64.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

64.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

64.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting an Agreement award.

* * * * *

Exhibit B

PARKING CITATION PROCESSING SERVICES (PCPS)

Statement of Work

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STATEMENT OF WORK

1.0 INTRODUCTION

Capitalized terms used in this *Exhibit B (SOW)* without definition have the meanings given to such terms in the *Agreement, Section 2.0*.

1.1 Purpose

The Los Angeles County Sheriff's Department (Department) desires to contract with an organization that can provide Parking Citation Processing Services (PCPS or PCP Services) for the Department's Parking Enforcement Detail.

1.2 Background

The Sheriff of Los Angeles County (the Sheriff) is authorized by the State of California to collect fees for parking violations within the unincorporated areas of the County. The Sheriff also has the power to delegate authority to other agencies within the County for the purpose of citing vehicles for parking violations. County departments currently authorized to issue parking citations in Los Angeles County are: the Department of Beaches and Harbors, the Office of Public Safety's Facilities, Parks, and Health Bureaus; the County's Fire Department, Forestry Division; and the Internal Services Department's Parking Services section (Participating Agencies).

The Department's Parking Enforcement Detail provides centralized administration of parking violation enforcement and parking violation processing. The Department is currently responsible for processing approximately 200,000 citations per year.

2.0 SCOPE OF SERVICES

Under this Agreement, Contractor shall have the capability of processing in excess of 250,000 citations per year. (The County makes no guarantee as to the actual number of citations which may be processed in any given contract year.)

The services to be provided shall include, but are not limited to:

- Recording the data from each citation
- Completely manage and process all citations issued through automated handheld computers
- Completely manage and process all hand-written citations
- Send Notices to the vehicle's registered owner
- Provide enhanced collection activity on delinquent open accounts
- Provide various methods for citation payment via the Internet
- Maintain an electronic interface(s) with the California Department of Motor

Vehicles (DMV), and other participating out-of-state DMVs

- Provide the Department with on-line, real-time access to Contractor's PCPS data system (the System).

3.0 PROGRAM IMPLEMENTATION PLAN

Contractor shall deliver to the County's Program Director, within ten (10) Business Days of the Effective Date, a draft Project Control Document (PCD) outlining the working format for the PCPS program implementation, including the information specified below. The PCD is described below in *Paragraph 3.1* of this SOW. If required by the Department, an updated PCD shall also be submitted on a bi-weekly basis that communicates project progress, identifies possible issues, and presents strategies for overcoming the identified issues.

Contractor shall deliver to the County's Program Director, within 10 Business Days of the Effective Date, a draft Training Plan. The Training Plan is described below in *Paragraph 3.2* of this SOW.

3.1 Develop a Project Control Document (PCD)

- **Introduction**: Summarize the Program Implementation Plan; review the shared vision for the project, the strategic goal(s) of the project, and how Contractor will contribute to meet the Department's operational objectives;

- **Project Objectives**: Describe the objectives to be achieved under the project, and critical success factors for the Department; all based upon Contractor recommendations reviewed and refined by the Department, and any assumptions or limitations related to the project's implementation;

- **Project Scope**: Describe the overall scope of the implementation. The Project Scope statement acts as a confirmation of overall project scope;

- **Work Breakdown Structure (WBS)**: Identify all activities and tasks required to fully implement, manage, and operate the PCPS program.

  As part of the Program Implementation Plan, the WBS provides an outline of the critical steps necessary to 1) provide data transfer (conversion) services from the prior PCPS provider to the new System, 2) provide operational conversion services (includes the establishment of procedures and documentation), and 3) execute equipment procurement, delivery, and installation to the Department.

  (Contractor shall facilitate the transfer of data from the current contractor's system to the new System. System data required to facilitate the conversion will be limited to those citations which are currently unpaid, on 'Hold' status with the Department of Motor Vehicles (DMV), and those that

have been referred to Special Collections, all of which reside in the current PCPS system. The selected Proposer shall only be responsible for maintaining these citations, and issuing 'releases' of the Holds when requested to do so by the Department. Contractor's facilitation of data transfer shall be addressed in the PCD.)

The County anticipates that this conversion process should not require more than thirty (30) calendar days.

- **Project Plan:** Following the WBS, the project plan identifies the activities, key milestones, and estimated duration for activities on the project. It also highlights all agreed-to activities, or milestones for which the Department is responsible that will affect the success of the implementation. All project activities, and tasks, both Contractor's and the Department's, will be linked into a critical path analysis. Contractor and the Department will review updates to the Project Plan, including the critical path analysis, on a bi-weekly basis;

- **Project Team**: Identify Contractor's project team and project organization, including defining the roles and responsibilities of the project team members, and;

- **Risk Assessment & Management**: Identify project risks, and mechanisms to handle these risks, in a risk management plan.

Contractor shall be required to manage project activities and resources, and track project status. This shall include managing and tracking all issues.

Contractor shall be exempted from all or part of the requirements of this *Paragraph 3.1* at the discretion of County's Program Manager.

3.2 Develop a Training Plan – Parking Enforcement Detail Staff

Contractor shall provide a Training Plan for the Department's Parking Enforcement Detail staff who will interface with the PCPS System, together with related instructional materials, schedules, and a listing of any other equipment or materials needed to implement the plan. The Training Plan shall include, but not be limited to:

3.2.1 Contractor's description of the initial and ongoing training/consultation service requirements for the Department's Parking Enforcement staff in the management and operation of the PCPS System, and external subsystems, which must include, but are not limited to:

- Management orientation (e.g. computer service overview, available reporting options and methods, etc.)

- PCPS System (database)
- PCPS System management (general)
- Forms (transaction/function usage)
- Query tools and usage
- Ad hoc report writing
- Hand-held 'e-Ticket' computers
- Automated License Plate Recognition (ALPR) systems

3.2.2 User documentation shall be written in a step-by-step, procedural format, and shall also describe the functionality and operation of the System, written for the non-technical user, presented in a form approved by the Department.

This documentation shall also include a detailed description of the functionality, operation, and care for all 'field-use' computing devices, such as: handheld electronic ticket computers, and automated license plate recognition devices (collectively Field Equipment).

Contractor shall provide training documentation in bound paper (hard copy), electronic, and on-line formats, as determined in the best interest of the County, by County's Program Director.

These materials shall be made available to the Department at no additional cost.

4.0 PARKING CITATION PROCESSING SERVICES

The PCPS requirements outlined in this Statement of Work specify certain steps Contractor must follow, and are based in part upon California State law, local municipal codes, and Department policies. In the event of any conflict between the Work requirements listed herein, the California Vehicle Code (CVC), or the Los Angeles County Code (LACC), the CVC and LACC shall have precedence in that order over the Work requirements listed herein.

4.1 Contractor shall provide a complete PCPS program, including all support personnel and/or subcontractors, capable of processing between 200,000 and 250,000 parking citations per year, all as further described in this Statement of Work and the attachments hereto.

4.2 Contractor shall provide PCP Services to the Department in satisfaction of the defined minimum *County's Functional Business Requirements* (*Attachment A to this SOW*), and any additional requirements which, in consultation with the Department, are found to be unintentionally omitted from the County's Functional Business Requirements by the Department, yet are required to provide an optimum level of PCP Services to the County.

4.3 Contractor shall provide to County web-enabled (internet), real-time access via Windows Browser™ technology, for a minimum of three (3) management-level staff and 9 administrative staff (12 total), to all citation data, vehicle registered-owner data, and citation processing status data, all as further described in this Statement of Work and the attachments hereto. Management and administrative System access requirements are briefly described in *Attachment D*.

4.4 All processing activities, including direct public support (customer service) transactions, shall be subject to detailed audit by the Department, County, or other authorized entity.

4.5 Contractor's PCP Services to be performed under this Agreement shall include but not be limited to:

- Processing of all electronic and hand-written citations
- Processing Special Collections and Noticing
- Provision of management reports to County
- Provision of comprehensive PCPS System access to County
- Provision of certain system-required programs
- Provision of certain system-required functionality
- Processing revenue collection, and depositing to County
- Providing service-level Quality Control and auditing procedures

The PCPS Services are further describe in this Statement of Work and the attachments hereto.

5.0 CITATION DATA PROCESSING (GENERAL)

5.1 Contractor shall provide County with the ability for County to upload to the System, all electronically generated citations on a daily basis from remote locations throughout the County. Contractor shall ensure that such data is available for review by County in the System within twenty-four (24) hours of receipt of a citation upload.

5.2 Contractor's failure to input data from hand-written citations issued by County (*Paragraph 6.4 of this SOW*), or to make citation data available via the System within the time frames set forth throughout this Agreement, shall subject Contractor to the Billing Credits provision set forth in *Section 18.0* of this SOW, and in the *Agreement, Section 5.0, Work; Approval and Acceptance.*

6.0 HAND-WRITTEN CITATION PROCESSING

The Department and Participating Agencies 'batch' hand-written citations, and complete a "Batch Control Log." Contractor shall provide the transmittal and control forms to County, which will be completed and affixed to each batch of citations by the

appropriate agency.

Contractor shall:

6.1 Pick up all hand-written citations, including all citation adds, updates, deletes, and dispositions, a minimum of four (4) times per week from the Sheriff's Parking Enforcement Detail, Tuesday through Friday), or daily if the volume warrants. The Parking Enforcement Detail is located at 4700 Ramona Boulevard, Room Monterey Park, California 91754.

6.2 Reconcile the numerical count of hand-written citations with the batched citations list on the Batch Control Log within twenty-four (24) hours of receipt of the hand-written citations by Contractor.

6.3 Provide System edits which 'cross check' batch numbers and batch counts.

6.4 Input all hand-written citation data into the System within two (2) Business Days of receipt of the hand-written citations by Contractor, inclusive of any hand-written citation adds, updates, deletes, and dispositions.

6.5 Maintain back-up hardware and software facilities to provide a level of redundancy sufficient to always ensure compliance with the requirement that handwritten citations be updated to the System within two (2) Business Days of receipt by Contractor.

6.6 Maintain data verification and quality control process that will be performed to validate the data transcribed from the handwritten citations and input into the System by Contractor.

6.7 Apply System checks for valid combinations of alpha or numeric data for particular fields, and apply 'check-digit' algorithms to control errors in the citation number data-entry field.

6.8 Provide a clear, archive-quality record of each hand-written citation, and assign a sequential document locator number to each record.

6.9 Provide clearly readable facsimiles of all hand-written citations within seven (7) days of a request from County Program Director.

6.10 Scan all hand-written citations to the System within two (2) Business Days of receipt.

6.11 Research any/all rejects or data errors, and process data-entry correction, with revisions, within three (3) Business Days from the date the error was discovered.

7.0 SPECIAL COLLECTIONS - NOTICES

7.1 History

Most parking citations are resolved during normal processing by payment of the fine, by permanent suspension, as a result of administrative review, or by adjudication. Nonetheless, some citations remain unpaid after all the specified processing and collection efforts are completed. These open accounts may result from anomalies in the California DMV registration system, failure of a new owner to re-register a vehicle, inaccurate mailing addresses provided by the DMV, and other similar situations that may require Contractor to engage a more vigorous means of collection, such as:

- requesting DMV to place a 'hold' on a vehicle registration renewal (DMV Hold);
- requesting court action to obtain a civil judgment;
- requesting a state tax refund intercept; and
- any other remedy authorized under law.

7.2 Basis for Special Collections Fee

7.2.1 Contractor's Special Collections Fee shall be based on a percentage of the fine collected. Contractor shall add the fee to the total amount due on all assigned accounts. Contractor shall pass the fee to the violator. Contractor's Special Collections Fee shall not exceed 30%.

7.2.2 If payment has not been received within fifty (50) days of the citation issue date, Contractor shall begin a formal special collections process.

7.2.3 Contractor shall mail a DMV Hold Notice (see *Paragraph 7.3 of this SOW*) to the violator on the 51st day from the citation issue date indicating that a registration 'hold' will be placed on the vehicle.

7.2.4 If payment has not been received within fifty-five (55) days of the citation issue date, Contractor shall place a DMV Hold on the vehicle on day the 56th day from the citation issue date.

7.3 Notices, General

Contractor shall establish and maintain a System-integrated library of automated Notices. Notices differ from Correspondences in that Notices are generated by the System automatically when violators have failed to respond to a citation within specified time frames pursuant to the CVC or LACC.

7.3.1 Contractor's failure to produce Notices within the time frames specified throughout this Agreement, or inferred herein by the above-stated

application of the CVC and/or LACC, shall subject Contractor to the Billing Credits provision set forth in *Section 18.0* of this SOW and in the *Agreement, Section 5.0, Work; Approval and Acceptance.*

7.3.2 All forms, Notices, and Correspondences must conform to applicable State and local law(s).

7.3.3 *Attachment B* to this SOW provides examples of eight (8) sample Notices and seven (7) standard sample Correspondences which shall be used by Contractor. Additional Notices and Correspondences, in formats to be approved by the Sheriff, will be required from time-to time.

7.3.4 Additional Notices and/or Correspondences, and textual changes to such documents, when requested by the Department, must be available for use within seven (7) Business Days of said request.

7.3.5 Any changes in format or changes in paper size must be ready for use within one (1) month of County Program Manager's approval of the proof provided by Contractor.

No Notice, Correspondence, form, or report may be changed without prior written approval of the County's Program Manager

7.4 Notice of Delinquent Parking

7.4.1 Contractor shall produce and mail an accurate "Notice of Delinquent Parking" (see *Attachment B, Sample Notice No.1 to this SOW*) to the registered vehicle owner on the twenty-second (22nd) day after the issuance of any unpaid parking citation.

7.4.2 Printed on the reverse side of the "Notice of Delinquent Parking" shall be the "Declaration of Non-Ownership (Or Lease/Rental)" (also *Attachment B, Sample Notice No.1 to this SOW*).

7.4.3 Such Notice shall be sent to the registered owner of the vehicle cited for the violation.

7.4.4 The Notice of Delinquent Parking (also '1st Notice') shall indicate the original penalty amount (minus any partial payments or adjustments to-date), new due date, and a warning that if the penalty is not paid within fourteen (14) days of the Notice issue date, a formal collection process may begin, and a DMV Hold may be placed on the vehicle's registration by the DMV.

7.4.5 If payment has not been received within fourteen (14) days of the 1st Notice issue date, Contractor shall mail a 2nd Notice of Delinquent

Parking to the violator on the fifteenth (15) day from the 1st Notice issue date. The 2nd Notice shall indicate the original penalty amount, the late payment penalty amount, new due date, and a warning that if the penalty (which includes additional penalties) is not paid within the specified time, a formal collection process may begin, and a DMV Hold may be placed on the vehicle's registration by the DMV.

7.4.6 If payment has not been received within fifty (50) days of the citation issue date, Contractor shall implement the special collections process documented in *Paragraph 7.2*.

7.4.7 The period during which the citation may be contested expires on day fifty-one (51) after the citation issue date.

7.4.8 Contractor shall include with each Notice mailing, a return no-postage-paid envelope.

7.5 Additional Notices

When an original Notice is sent to a person/entity who no longer owns the cited vehicle, Contractor shall, as required, generate a Notice to the new registered owner (see *Subparagraph 11.1.2 of this SOW*).

8.0 MANAGEMENT REPORTS

8.1 Contractor shall be required to produce certain Management Reports (not to exceed ten (10) formats) for the Department's Parking Enforcement Detail, which are not available to Parking Enforcement Detail staff via the System's ad-hoc reporting function (see *Attachment A, County's Functional Business Requirements to this SOW*). The Management Reports will be used as tools for contract monitoring and Quality Assurance, and serve as a gauge for Contractor productivity.

8.2 The County's Program Director, in consultation with Contractor's Program Manager, shall agree in advance to the Management Report designs, and delivery media.

8.3 Contractor shall, throughout the Term of this Agreement, provide to County's Program Manager the following:

1. Monthly Revenue Distribution Report for all Department and Participating Agencies. (County will provide Contractor with a list of participating agencies to include in the report design.)
2. Monthly Balance Sheet Report for all Department and Participating Agencies. (County will provide Contractor with a list of participating agencies to include in the report design.)

3. Monthly Revenue Collected by month/year-to-date, last year month/year-to-date by Reporting District number (RD) (n.b. Prior to beginning Work under this Agreement, County will provide Contractor with a listing of the Sheriff's Reporting Districts for the PCPS System.)
4. Monthly Officer Performance by month/year-to-date, last year month/year-to-date
5. Monthly Officer Performance Time Issuance by agency, by month/year-to-date
6. Habitual Parking Violator Report (Upon request only)
7. Monthly Citations Canceled or Dismissed by issuing agency, officer, authority (including a 'reason code' for cancellation or dismissal by Initial Review, Administrative Hearing or Court Dismissal)

8.4 All Management Reports (except for Item 6, Habitual Parking Violator Report, above) are due on the 25th of each month (or the next Business Day) for the completed prior month.

9.0 ON-LINE INQUIRY AND PROCESSING

Contractor shall provide the Department with of the following level of on-line inquiry and add/update capability to Contractor's PCPS System:

9.1 On-Line Inquiry and Processing (Queries)

Contractor shall provide the Department with comprehensive System query functionality. This capability shall minimally provide the Department with:

9.1.1 Current and historical data on registered vehicle owners;

9.1.2 Cross reference to citations via vehicle license plate number;

9.1.3 Citation-specific data such as: 1) time and location of citation issuance; 2) fine, penalty and payment data; 3) Scofflaw eligibility status; and 4) current status of citation; and

9.1.4 Inquiry capability to the various System programs, subsystems, and features.

Additional requirements for the On-Line Inquiry and Processing functions are found in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

9.2 On-Line Adds/Updates

Contractor shall provide the Department with System-secured data input capability to the System, inclusive of on-line add and update functions. The on-

line add/update features shall provide, but not be limited to, the following capabilities:

9.2.1 Add citations and enter refunds, payments and dispositions;

9.2.2 Enter debits, corrections and adjustments to payments; and

9.2.3 Schedule Administrative Hearings on-line, including scheduling parameters and hearing limits.

Additional requirements for data input capability to the System are found in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

10.0 SYSTEM-REQUIRED PROGRAMS

10.1 Habitual Parking Violator Program (Boot and Tow)

Contractor shall provide the Department with a System-wide, on-line capability to:

10.1.1 Determine those vehicles to which a mechanical immobilizing device (boot) may be affixed;

10.1.2 Track the location of booted or impounded vehicles;

10.1.3 Track collection of boot, administrative, and impound fees; and

10.1.4 Notify the Department when a client has made payment.

Additional requirements for the Habitual Parking Violator Program are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

10.2 Vehicle Fleet Program

Contractor shall provide the Department with a System-wide, on-line capability to process and track the collection of parking fees, and the issuance of Notices, to corporate fleets and rental car companies.

Additional requirements for the Vehicle Fleet Program are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

10.3 Installment Payment Program

Contractor shall provide the Department with a System-wide, on-line capability to process and track the collection of parking fees under a Department-approved Installment Payment program.

Contractor shall issue Notices to responsible parties which are found in violation of the terms of their Installment Payment plan.

Additional requirements for the Installment Payment Program are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

11.0 SYSTEM-REQUIRED FUNCTIONALITY

11.1 DMV Data Link

Contractor shall establish and maintain a System-integrated data link to the California Department of Motor Vehicles (DMV), as well as participating out-of-state motor vehicle registries. This capability must include:

- An on-line, real-time capability to place and release vehicle registration Holds with the California DMV, as well as other states' motor vehicle registries when possible.
- An on-line, real-time capability to process all DMV name-and-address transactions required to support Department operations.
- An on-line, real-time capability to obtain registered owner name-and-address information required to support Department operations.
- A feature which checks the DMV vehicle license plate and make of vehicle, against System citation information prior to Contractor's mailing of the Notice of Delinquent Parking.

11.1.1 Transmit and Release DMV 'Holds'

Contractor shall transmit "Hold Notices" to DMV on the fifty-sixth (56th) day after the issuance of any citation, and where no disposition has occurred.

Contractor shall:

- release a Hold, via on-line, real-time transmission to DMV, within twenty-four (24) hours of disposition of the citation, or upon request of the Department, and

- purge a Hold from the PCPS System within thirty (30) days of disposition.

11.1.2 Name-and-Address Processing, DMV

11.1.2.1 Returned Mail

For all mail (Notices, Correspondences, etc.) returned to Contractor as 'undeliverable', Contractor shall make a minimum of three (3) additional requests to the DMV, one request every thirty (30) days, in an attempt to obtain new registered owner address information.

11.1.2.2 Registered Owner Information

Contractor shall ensure that the System compares the issue date of the citation with the registered owner information on file at the DMV to determine the correct registered owner responsible for the citation.

When an original Notice is sent to a person/entity who no longer owns the cited vehicle, Contractor shall, as required, generate a Notice to the new registered owner based upon vehicle transfer-of-ownership information provided by the party who relinquished ownership the vehicle.

For any instance when the registered owner on file is determined by the Department to *not* be the responsible party, Contractor shall make a minimum of three (3) additional requests to the DMV, one request every thirty (30) days, in an attempt to obtain new registered owner information. These attempts should include current registered owner, DMV work in process, and the registered owner at the time of citation issuance.

If, after three (3) attempts are made, based on license plate number and make of vehicle, a registered owner's name and address is not obtainable, an error list shall be generated. The error list shall be sent to the Department in a format agreed to, in writing, by County's Program Director and Contractor's Program Manager.

Contractor shall generate a Correspondence advising the original respondent of the error, and that no further action will be taken, nor is required (see also *Subparagraph 7.5.2 of this SOW*).

**Contractor's per-transaction charge (*Exhibit C, Price Schedule*) shall include any and all fees to maintain the DMV Data Link capability.

Additional requirements for the DMV Data Link capability are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

11.2 Hand-held eTicket-Writer Capability

11.2.1 Contractor shall establish and maintain a System-integrated handheld electronic ticket-writer (e-Ticket) capability. This shall minimally include an on-line capability to remotely upload (daily synchronization to the System from a docking station or other device) electronic tickets generated from handheld computing devices to the System.

11.2.2 Contractor shall furnish to the Department for use in accordance with terms of this Agreement, up to forty (40) handheld electronic ticket computing devices for use by the Department's Parking Enforcement Detail. Contractor shall be responsible for the periodic maintenance, repair, upgrade, and/or as-needed replacement of non-functional devices, throughout the Term of the Agreement.

Additional requirements for the handheld e-Ticket-writer capability are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

11.3 Automated License Plate Recognition (ALPR) Capability

11.3.1 Contractor shall establish and maintain a System-integrated, automated license plate recognition (ALPR) capability. This capability must provide County with an on-line, real-time capability to upload license plate data to the System, as well as alert Parking Enforcement Officers of any 'hits' while in use.

11.3.2 Contractor shall furnish to the Department, up to 20 ALPR devices for use by the Department's Parking Enforcement Detail in accordance with the terms of this Agreement. Contractor shall be responsible for the periodic maintenance, repair, upgrade, and/or as-needed replacement of non-functional ALPR devices, throughout the Term of the Agreement.

Additional requirements for the ALPR capability are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

11.4 Administrative Adjudication Hearings Feature

Contractor shall establish and maintain a System-integrated Administrative Adjudication Hearings feature (System module). This capability must minimally assist the Parking Enforcement Detail administrative staff with case dispositions, status, and hearing scheduling.

Additional requirements for the Administrative Adjudication Hearings feature are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

11.5 E-Payment Clearing House - LINK2GOV

11.5.1 Contractor shall establish a working arrangement with LINK2GOV, the County's approved electronic payment provider.

11.5.2 The County's LINK2GOV agreement provides a County-approved, secure (Payment Card Industry Data Security Standard (PCI-DSS) compliant) transaction environment which enables the transfer of all forms of credit and debit card payments authorized hereunder (see *Paragraphs 11.6, 11.7 and 12.1 of this SOW*), direct to the County's electronic payment account.

11.5.3 Contractor shall utilize the LINK2GOV environment to secure all credit and debit payment transactions from Contractor's Point-of-Sale customer service centers (*Paragraph 12.1 of this SOW*), as well as IVR (*Paragraph 11.6 of this SOW*) and Pay-by-Web (*Paragraph 11.7 of this SOW*) subsystems.

11.5.4 Contractor shall establish a working arrangement with LINK2GOV within six (6) months of the Effective Date of this Agreement.

11.5.5 Contractor's failure to establish a working arrangement with LINK2GOV within the prescribed time frame shall subject Contractor to Billing Credits detailed in *Paragraph 18.0* of this SOW.

Additional business and technical requirements for the LINK2GOV feature are further detailed in, though not limited to, *Attachments A and E* to this SOW.

11.6 Interactive Voice Response (IVR) Capability – Telephones

Contractor shall establish and maintain a System-integrated interactive voice-response (IVR)-telephone system capability. All telephonic payment transactions (credit cards, etc.) and automated inquiries to the IVR must, in real time, update to the PCPS System.

11.6.1 Contractor shall provide customers with toll-free numbers, automated telephone call directory services, and IVR capabilities, as needed.

11.6.2 Contractor shall provide trained customer-service staff in local (Los Angeles and/or surrounding counties) office facilities to manage and respond to, all telephone inquiries.

11.6.3 Contractor's customer service staff shall be provided access to the PCPS System.

11.6.4 Contractor shall ensure that all calls are answered by the fourth ring, and shall be personally answered by a Contractor representative in not more than three (3) minutes from the time of receipt by the IVR.

11.6.5 Contractor's customer-service telephone hours shall be from 8:00 a.m. to 5:00 p.m., including the lunch hour, on all County business days.

11.6.6 Contractor shall ensure that the IVR component of the telephone system will be active twenty-four (24) hours per day, seven (7) days per week.

11.6.7 Contractor shall ensure that the IVR provides customers with account status and payment information.

11.6.8 Contractor shall utilize LINK2GOV to secure all credit card (VISA, MasterCard, American Express, Discover Card) and PIN-less debit card transactions to the County, via the IVR subsystem.

11.6.9 Contractor shall ensure that all customers who utilize the IVR to process an electronic payment are provided with an audio advisory that an electronic processing transaction fee in the amount of $XXX will be charged to the customer's account, in addition to the citation fine amount. (The fee will be assessed by LINK2GOV at the time of the transaction.)

11.6.10 Contractor shall comply with the most current Payment Card Industry Data Security Standard (PCI-DSS) encryption standards for Contractor's IVR subsystem and upon request by County, Contractor shall provide to both County and LINK2GOV representatives, evidence of such compliance.

11.6.11 Contractor shall not store into digital memory, nor record manually, any credit card transaction information; but especially credit card numbers and personal identification numbers (PINS), which are processed via Contractor's IVR subsystem.

11.6.12 Contractor shall implement the IVR subsystem within ten (10) months of this Agreement Effective Date.

11.6.13 Contractor's failure to implement the IVR subsystem, inclusive of a fully functional credit and debit card payment component (utilizing the services of LINK2GOV), within the prescribed time frame shall subject Contractor to Billing Credits detailed in *Paragraph 18.0* of this SOW.

Additional requirements for the IVR/Telephone response feature are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

11.7 Pay-by-Web Interface

Contractor shall provide and maintain a System-integrated, Department-approved Pay-by-Web interface (website).

The website shall provide customers with account status and payment information, as well as provide for online electronic payment processing utilizing a direct link (hyperlink protocol) to County's electronic payment processing provider, LINK2GOV (*Paragraph 11.5 of this SOW*).

11.7.1 Contractor shall design and/or provide a Department-approved website.

11.7.2 Contractor shall implement the Pay-by-Web interface (website) within six (6) months of this Agreement Effective Date.

11.7.3 Contractor shall utilize LINK2GOV to secure all credit card (VISA, MasterCard, American Express, Discover Card) and PIN-less debit card transactions to the County, via the Pay-by-Web interface.

11.7.4 Contractor shall ensure that all customers who utilize the Pay-by-Web feature to process an electronic payment, are notified on the website, with a prominently displayed advisory that an electronic processing transaction fee in the amount of $XXX will be charged to the customer's credit card account, in addition to the citation fine amount. (The fee will be assessed by LINK2GOV at the time of the transaction.)

11.7.5 Contractor shall ensure that the website is accessible twenty-four (24) hours per day, seven (7) days per week.

11.7.6 Contractor shall provide a toll-free help-desk phone number on the website, located and centered in prominent view, for customer access when problems arise with the website. The help-desk shall be accessible Mondays through Fridays, during normal business hours (pacific standard time), excluding County holidays.

11.7.7 The design and functionality of the website application are subject to the review and approval of Department's Data Systems Bureau, and the County's Program Director.

11.7.7.1 Within thirty (30) calendar days of the Agreement Effective Date, Contractor shall submit version 1 of the proposed website to the County (which as meant herein includes: the County's Program Director, LINK2GOV technical staff, and the Department's Data Systems Bureau) for an initial review of the design, format, and data requirements for the website.

11.7.7.2 County's Program Director will coordinate the initial review. This initial review period shall not exceed fourteen (14) calendar days.

11.7.7.3 Contractor shall execute any required revisions to the website within thirty (30) calendar days of County's initial review, and submit version 2 of the website for final review.

11.7.7.4 County's Program Director will coordinate the final review. The final review period shall not exceed fourteen (14) calendar days.

11.7.7.5 Contractor shall submit additional revisions of the proposed website to the County for review as needed, to achieve final approval. County's review period shall not exceed fourteen (14) calendar days, but in no manner shall the County be obligated to provide such approval in less than five (5) Business Days.

11.7.7.6 County shall not be responsible for Contractor's failure to achieve County's approval of the website within the prescribed deadlines.

11.7.8 Contractor's failure to achieve County approval for the proposed website shall subject Contractor to Billing Credits detailed in *Section 18.0* of this SOW.

Additional requirements for the Pay-by-Web feature are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

11.8 Automated Correspondence

Contractor shall establish and maintain a System-integrated library of automated

Correspondences.

Correspondences differ from Notices in that Correspondences are generated by the System in response to a written inquiry from a customer/violator regarding any number of parking violation matters, including their citation, initial review, Administrative Hearing, or customer service.

A Correspondence shall be sent to the respondent within three (3) working days of receipt of a respondent's written inquiry by Contractor. Following is a sample list of standard Correspondence found in *Attachment B, Part 2* to this SOW:

- Disabled Parking Privileges
- Disabled Vehicle
- 30-Day Extension on Payment
- Permit Parking
- Deposit of Fine Prior to Hearing
- 5204 (a) Equipment Violation
- Stolen Vehicle

The Department reserves the right to add to, and/or delete any of the above Correspondence formats.

12.0 COLLECTIONS AND DEPOSITS

12.1 Collection of Payments by Lock Box/U.S. Mail/Electronic Commerce

12.1.1 Contractor shall establish, operate, and maintain, one or more fully operational corporate centers, centrally located in Los Angeles County. The County will be sole judge as to 'centrally located'.

The corporate center(s) shall be open to the public and shall provide a Point-of-Sale (POS) cashiering function, as well as citation support services, to the public within three (3) months of the Effective Date of this Agreement. 'Fully operational' means, except as specified under *Subparagraph 12.1.5*, the corporate center shall be fully staffed and equipped, both electronically (computer workstations, fully operational System, etc.) and telephonically. County shall not pay for the establishment of the corporate center or any portion thereof, or for any portion of the Point-of-Sale cashiering function.

12.1.2 Contractor's failure to establish the POS cashiering function as described above, within the prescribed time frame, shall subject Contractor to Billing Credits detailed in *Paragraph 18.0* of this SOW.

12.1.3 The POS centers shall be subject to inspection by the County at any time. Contractor shall install locked citation cash-payment drop boxes

for after-hours use at the POS centers, in a manner required by the County for receipt of payment. Contractor shall provide for the daily collection and processing of these payments.

12.1.4 Contractor shall provide for the daily collection and processing of citation payments made by U.S. mail to Contractor's established Post Office box. Contractor shall ensure that mail pick-up from the Post Office box, and delivery to the Contractor's facility, is executed by an appropriately licensed and bonded courier, or bonded employee, at least once each Business Day.

12.1.5 Contractor shall accept cash, check, credit card (MasterCard, American Express, Discover), and PIN-based debit card transactions at Contractor's POS centers (*Subparagraph 12.1.1 of this SOW*). Contractor shall only accept cash, personal checks, and money order payments via U.S. mail (*Subparagraph 12.1.2 of this SOW*).

For all cash and check payments, whether through the U.S. mail, or via the Contractor's POS center, must be handled using the following steps:

- Document batch preparation
- Endorse/encode payment documents and batches with a unique control number
- Process payments associated with citations
- Process payments associated with Notices
- Copy payment document
- Scan payment document to the PCPS System
- Process items which must be handled separately *(example: a citation payment accompanied by a letter)*
- Ensure balanced accounts
- Account reconciliation
- Deposit preparation
- On-line update of transaction to the PCPS System

12.1.6 Contractor shall utilize the services of LINK2GOV to secure all electronic credit card / debit card transactions at POS centers within ten (10) months of this Agreement Effective Date.

12.1.7 Contractor shall comply with the most current PCI-DSS with respect to Contractor's provision of the POS services described under this Agreement, including but not limited to the POS PIN-entry devices and communication system, and Contractor shall, upon County's request, provide, both to County and to LINK2GOV representatives, evidence of such compliance.

12.1.8 Contractor shall not store into digital memory, nor record manually, any

credit and/or debit card transaction information; but especially credit/debit card numbers and personal identification numbers (PINS), processed at Contractor's POS centers.

12.1.9 Contractor shall prominently display an 'electronic processing fee advisory' at all POS centers, which states that an amount of $XXX will be charged to the customer's credit card account, in addition to the citation fine amount. (The fee will be assessed by LINK2GOV at the time of the transaction.)

12.2 Deposits to County

12.2.1 Deposits – from Cash / Check Payments

a. Contractor shall process all cash and check payments daily, and shall make deposits directly into the Department's 'deposit-only' banking account within twenty-four (24) hours of Contractor's receipt of said payment. Contractor shall do so in accordance with policies and procedures described in the County's Fiscal Manual. (County will provide an electronic link to the County's Fiscal Manual for Contractor's reference and use.)

b. Contractor shall, in accordance with County's fiscal policies and procedures as set forth in the County's Fiscal Manual and elsewhere, prepare and retain all required records for every deposit to the Department 's bank account. All cash and checks shall be physically transferred by an armored, bonded courier provided by Contractor, and subject to approval by the Department.

c. Returned Checks for Non-Sufficient Funds (NSF)

Contractor shall prepare and send a Correspondence to the issuer(s) of the returned check to provide notification that a penalty fee has been added to the total citation payment due. Contractor shall ensure that such remedial payments are made with cash, cashier's check or money order only, and payable to the Los Angeles County Sheriff's Department, as provided for in California Government Code section 6157, and in LACC 5.02.010.

d. The current NSF penalty fee is $33.00, but is subject to change at any time, upon action by the Los Angeles County Board of Supervisors. Contractor shall collect and process all NSF check repayments (including NSF penalty charges) and deposit said funds directly to the Sheriff's parking citation account within twenty-four (24) hours of receipt.

12.2.2 Electronic Deposits (e-Deposits) – from Electronic Payments

a. County will establish a separate, dedicated 'deposit-only' account (e-deposit account) for the purpose of accepting electronic fund transfers from County's electronic payment service provider, LINK2GOV.

b. LINK2GOV will provide Contractor with electronic verification of deposit documentation for update to Contractor's System, for every successful electronic deposit to the Department's dedicated bank account. Contractor shall retain all said documentation throughout the Term of this Agreement.

c. Credit Card / Debit Card Fraud. LINK2GOV will, upon discovery that a fraudulent credit card was utilized to initiate payment on a citation, provide Contractor with electronic notification of said use, and update to Contractor's System accordingly to reinitiate the citation collection process. Contractor shall retain all documentation throughout the Term of this Agreement.

12.3 Account Reconciliation and Controls

12.3.1 Contractor shall provide written reconciliation control procedures to the County's Program Director for review and approval within fifteen (15) days of Agreement Effective Date.

12.3.2 Contractor shall reconcile all cash / check deposits to the Department's accounts monthly. The reconciliation shall be prepared by Contractor each month and submitted to County's Program Director.

12.3.3 Contractor shall provide a Monthly Revenue Distribution (MRD) Listing Report (*Section 8.0 of this SOW*), in a format approved in writing, by the County's Program Director. The MRD shall list the Department, and each Participating Agency scheduled to receive a portion of the revenue, the percentage of distribution, and the amounts to be distributed to the Department and to each Participating Agency, as designated by current law, statutes, codes, ordinances, rules, and regulations, as they may be amended from time to time, or other requirements or categories, as prescribed in writing by the Sheriff, including but not limited to:

- DMV Hold fees
- California Government Code Sections 76000(b), 76100 , 76101, and 70372(b)
- California Penal Code Section 1465.5

12.3.4 Contractor shall provide the Department with adequate assurance that all internal control procedures are followed in the handling of collections. If the Department determines that additional controls are necessary, Contractor shall implement such additional controls or alternative procedures, to be approved by County's Program Director.

12.3.5 Contractor shall be responsible for all collection shortages which may occur during Contractor's collection and processing activities.

Additional requirements for Collections and Deposits may be found in, though not limited to, *Attachment A, Department's Functional Business Requirements* to this SOW.

13.0 CONTRACTOR'S RESPONSIBILITIES

13.1 Compliance with Law

Without limiting any other provision of the Agreement, Contractor shall conform to and abide by all municipal and County ordinances, State of California, and United State Federal Government laws and regulations, as they may be amended from time to time, insofar as the same or any of these laws are applicable.

13.2 Compliance with Rules and Regulations

Without limiting any other provision of the Agreement, Contractor shall conform to, and abide by, all rules and regulations of the County and the Sheriff, as they may be amended from time to time, insofar as the same, or any of them, are applicable.

13.3 Program Restrictions

Contractor shall not, nor shall any of Contractor's staff, dispense legal advice, or provide direct legal representation to any member of the public (customer or violator) who may be subject to any parking citation process, whether through this Agreement, or any other agreement Contractor may have in any other jurisdiction.

Contractor shall implement necessary procedures to ensure that the PCPS program is not used to solicit business for private practitioners or others, nor used to provide referrals to 'for-profit' agencies, or individuals.

Violation of this *Paragraph 13.3* of this SOW shall be cause for termination of the Agreement for default.

13.4 Contractor's Response to County's Inquiries or Complaint

Help Desk

At least one (1) Contractor employee must be available during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, to respond to inquiries and/or complaints from the Department's Parking Enforcement staff regarding Contractor's performance of the Agreement.

Contractor's Help Desk feature shall minimally provide a toll-free telephonic answering service, as well as an on-line 'System Support' email address, to receive inquiries from the Department's Parking Enforcement staff outside of normal business hours. This Help Desk is independent of, and separate from, the IVR subsystem.

After-hours, non-emergency remedial calls from County received by Contractor's answering service shall be responded to on the next Business Day.

13.4.1 Contractor's Service Call Tracking System

Contractor shall maintain a complete service-call tracking system for the purpose of receiving and tracking inquiries and/or complaints from the County. The system shall minimally include:

a. Dates and times service calls are placed;
b. Dates and times service calls are dispatched and completed;
c. Facility from which service call is placed;
d. Name of the person who placed the service call;
e. Description of problem;
f. Description of work completed or disposition of Work in progress; and
g. Contractor employee's full printed name;

Upon resolution of each inquiry or complaint by County, Contractor's Help Desk staff shall provide County personnel a completed electronic service ticket receipt (via e-mail) documenting the disposition of the inquiry or complaint.

13.5 Contractor shall ensure that all Contractor employees providing services under this Agreement are trained and qualified in their assigned tasks relative to this Agreement, and have met the established Quality standards of Contractor, as approved by the County, pursuant to this *Sections 16.0 and 17.0* of this SOW. Contractor shall provide training programs for all new employees, and Contractor shall provide continuing, in-service training for all existing employees associated with this Agreement.

14.0 CONTRACTOR'S STAFF

14.1 Contractor shall staff one (1) Contractor Program Director and one (1) Contractor Program Manager to the PCPS program. The duties of the Contractor Program Director and Contractor Program Manager are briefly described in the *Agreement, Paragraph 4.1, Contractor Program Director, and Paragraph 4.2, Contractor Program Manager*.

14.2 Contractor Program Manager shall confer with County Program Director on a quarterly basis regarding Contractor performance.

14.3 Contractor shall ensure that both the Contractor Program Director and Contractor Program Manager are able to receive telephonic, pager, and/or email communication from the Department's Parking Enforcement staff, as needed, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, in order to respond to emergencies or other critical operation requirements. Contractors Program Manager shall act as a central point of contact with County.

14.4 County Program Director will provide to Contractor a listing of all County holidays for each calendar year, throughout the Term of this Agreement.

14.5 Contractor Program Manager shall demonstrate previous experience in the management of work requirements for PCPS similar in type and complexity to the Work described herein. Contractor Program Manager and alternate shall be deemed acceptable only after approval by County Program Director. Contractor shall submit resumes of its proposed Contractor Program Manager and one alternate to the County Program Director for review and approval.

14.6 Contractor shall, prior to execution of this Agreement with County, provide to the County Program Manager upon request, any and all professional licenses or certificates (when applicable) of proposed staff assigned to the PCPS program, as related to Work described herein, and throughout this Agreement. Further, Contractor shall annually provide, upon request, all updated documents described above, to the County Program Manager upon request.

14.7 Contractor's employees providing services under this Agreement shall prominently display Contractor-provided identification badges at all times while conducting business at County facilities. Such identification shall minimally identify the company name, employee name, and employee number of the employee entering into a County facility.

14.8 Contractor Program Manager and/or alternate shall be replaced within thirty (30) days when, as determined by County Program Director, either individual fails to

perform effectively, and/or fails to ensure Contractor's compliance with the Agreement.

14.9 Contractor Program Manager Staff Reassignment

Any changes in the Contractor Program Manager and/or designated alternate, as proposed by Contractor, shall be subject to a thirty (30) day advance written notice to the County Program Director. County Program Director may require copies of resumes or any other documents for any proposed replacement staff, and may require a formal interview with the proposed replacement.

14.10 Contractor's employees shall fluently read, write, speak, and understand English.

14.11 The conditions outlined in this *Section 14.0* of this SOW are supplemental to those listed in the *Agreement, Section 4.0, Administration of Agreement - Contractor*.

15.0 MATERIALS AND EQUIPMENT

15.1 Contractor's Material and Equipment

Contractor shall purchase all computing equipment, such as workstations, printers and scanners, and/or peripheral computing devices, such as handheld eTicket computers and Automated License Plate Recognition (ALPR) systems, (collectively in this Section, Equipment) needed to provide PCPS under this Agreement, including those for use by County in accordance with the terms of this Agreement.

15.2 Contractor shall maintain all of its Equipment in accordance with original Equipment manufacturer (OEM) standards, or other regulatory standards as they may apply, and shall check said equipment before use for safety and functionality.

15.3 Material Standards (Maintenance, Repairs of Contractor-Owned Equipment)

15.3.1 Contractor shall ensure that either original equipment manufacturer (OEM) parts, or alternates that meet or exceed OEM standards, are used in the repair of Equipment. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts, and Contractor shall bear the expense of repairing or replacing damaged PCPS Equipment or property.

15.3.2 When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used, provided they are of the same type and of equal quality. The Department shall be the sole judge as to "equal" quality. All materials and equipment shall be new, or an approved type, or certified overhauled, and installed as recommended by the

manufacturer.

15.3.3 Contractor shall not charge County freight charges.

16.0 QUALITY CONTROL PLAN

16.1 Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) plan. Contractor shall submit the Q.C. plan to the County Program Manager within fifteen (15) Business Days of the Agreement Effective Date. This *operational* plan shall be used to ensure compliance with all contract administrative requirements. The Q.C. plan shall include, but may not be limited to the following:

a. Activities to be monitored to ensure compliance with all contract administrative requirements;
b. Contractor's written policy and procedures for receiving, investigating, and responding to complaints;
c. Contractor's written policies and procedures for licensing, certifying, qualifying and training requirements for technical staff;
d. Contractor's written System security plan;
e. Contractor's written Facility security plan;
f. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.);
g. Frequency of monitoring; and
h. The method for reviewing and recording all employee work quality inspections to be conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

16.2 Project Controls and Reporting

In an effort to ensure that the PCPS program is administered, the Department reserves the right to inspect any of Contractor's work-in-progress at any time during the Term of the Agreement.

16.3 Inspection of Work-in-Progress

Contractor shall permit the County Program Director or County Program Manager, or designee to inspect any and all of Contractor's work-in-progress on a non-interference basis. The purpose of such inspections will be to verify project progress as reported by Contractor, and to ensure that Work products are in conformance with Work specifications and contractual requirements. Any deviations from such Work specifications and contractual requirements must be immediately corrected by Contractor, at no cost to County.

17.0 QUALITY ASSURANCE PLAN

Contractor shall establish and utilize a comprehensive Quality Assurance (Q.A.) plan. Contractor shall submit the Q.A. plan to the County Program Manager within fifteen (15) Business Days of the Agreement Effective Date. The Q.A. plan and methods must provide adequate confidence to County that the services to be rendered will satisfy the outcomes identified in this Agreement, including this SOW.

Minimally, the Q.A. plan must describe the method(s) for ensuring PCPS System performance (*Paragraph 18.1 of this SOW*), PCPS System security, disaster recovery and data redundancy plans, facility security, and ensuring the integrity of Contractor's accounting processes. The Q.A. plan shall be used to document any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All Q.A. documentation shall be provided to County upon request.

The Q.A plan must also outline Contractor's training programs respective of the services to be provided herein, as well as training standards used to qualify Contractor's staff for Work.

18.0 CONTRACTOR'S GUARANTEE

18.1 System Performance

Contractor shall guarantee fully-operational PCPS System performance in accordance with the terms of this Agreement at a minimum rate of not less than ninety-five percent (95%) monthly. Contractor shall review PCPS System performance monthly, or as often as necessary, to verify the 95% performance standard covered under this Agreement.

18.1.1 System Downtime (non-operational) Defined

For purposes of this Agreement, the PCPS System is considered non-operational when a) the entire System is not functional, or b) a component of the System is not working properly and adversely impacting the ability of the System to fully function as intended by Contractor, in satisfaction of *County's Functional Business Requirements (Attachment A to this SOW)* and otherwise in accordance with the terms of this Agreement.

In either instance, downtime shall be considered "System Downtime", and shall be calculated in monthly increments by calendar month in the following manner: 1) total hours per day the System is required by County to be in service, 2) times the number of required days in service per month, 3) times 95%. (Prior to beginning Work under this Agreement, County will

provide Contractor with the 'in-service' requirements (hours) for the PCPS System.)

18.1.2 System Downtime Exceptions

Contractor shall not be responsible for System Downtime which results from any of the following:

1. Facility Power failure(s)
2. County data system or network failure
3. County operator error
4. Force majeure events described in *Agreement, Paragraph 16.0 (Force Majeure)*

For each and every occurrence listed above, County will adjust the total monthly in-service hours required for each respective System, and provide a revised figure to Contractor. Notwithstanding this *Paragraph 18.1* of this SOW, Contractor shall nonetheless provide all repair services required under this Agreement within the time frames, and in the manner set forth in *Section 3.0 (Program Implementation Plan)* of this SOW.

18.1.3 System Failure – Billing Credits

If the PCPS System fails to meet the ninety five percent (95%) performance standard for any calendar month throughout the Term of this Agreement, Contractor shall issue to County a credit for the following calendar month based upon the monthly service contract price for PCP service, which shall be determined as follows:

PCPS System uptime	Applied Invoice Credit
95% - 100% uptime	0%
90% - 94.9% uptime	10%
85% - 89.9% uptime	15%
80% - 84.9% uptime	20%
Below 80%	25%

18.1.4 Contractor shall, within five (5) Business Days of the close of each previous month, provide County Program Manager with a summary PCPS System Status Management Report. The summary Report shall minimally include: County's required in-service hours, actual hours in service, percent of hours in operation, and billing credit due to County, if any.

18.1.5 County may review Contractor's service-call tracking system, or other records (see *Subparagraph 13.4.1 of this SOW*), as often as necessary, but not less than annually. Contractor shall apply the appropriate credit to

the following month's invoice. Failure by County to request such credit shall not constitute a waiver of such right, which may be exercised at any time.

18.1.6 Contractor shall be considered by County to be in default of this Agreement, and County shall have the right to provide Contractor with notice thereof, for the PCPS System which is not in service, as defined in *Paragraph 18.2* of this SOW, for thirty (30) consecutive calendar days, and for which Contractor has not provided adequate remedy.

18.1.7 Error Corrections

Contractor shall satisfactorily correct, at no cost to County, all computer software and hardware malfunctions or any other errors attributable to Contractor. Contractor shall repair or correct those malfunctions or errors which impact Department's Parking Enforcement operation within two (2) days of receipt of notice from the Department, and shall be liable for any direct or indirect costs incurred by the Department associated with any errors.

18.2 LINK2GOV, Pay-by-Web, IVR – Billing Credits

18.2.1 LINK2GOV

Failure of Contractor to successfully establish an arrangement with County's e-payment processing service provider, LINK2GOV, within six (6) months of this Agreement's Effective Date shall subject Contractor to a thirty percent (30%) non-refundable billing credit for each month in default, beginning with month seven (7), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.2 Pay-By-Web

Failure of Contractor to successfully implement a System-integrated, Department-approved Pay-by-Web interface (website) within six (6) months of this Agreement's Effective Date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month seven (7), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.3 IVR

Failure of Contractor to successfully execute a System-integrated, Department-approved IVR subsystem, inclusive of a fully functional electronic payment component within ten (10) months of this Agreement's Effective Date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month eleven (11), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.4 Establishment of centrally located POS center (12.1.1)

Failure of Contractor to successfully establish, operate and maintain one or more fully operational POS centers (as described in *Subparagraph 12.1.1*) within three (3) months of the Effective Date of this Agreement shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month four (4), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges

18.2.5 POS Electronic Payment Processing (12.1.6)

Failure of Contractor to successfully execute a System-integrated, Department-approved POS electronic payment processing capability within ten (10) months of this Agreement's Effective Date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month eleven (11), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.3 Notices, Timely Delivery

In accordance with guidelines provided for in the CVC and/or LACC and/or elsewhere hereunder, Contractor shall mail all Notices on unpaid citations within their prescribed timeframes.

Contractor shall mail Notices of delinquency for each unresolved citation, as well as other Notices approved by the Department, including Notices for partially paid citations.

An additional Notice shall be required to be sent to a new Registered Owner if the first Notice is sent in error, to a person who no longer owns the cited vehicle (*Subparagraph 11.1.2 of this SOW*).

Upon Contractor's failure to mail said Notices, billing credits shall be imposed based upon the following schedule:

No. Days Late	% Credit Per Citation
3-5 days	10%
6-10 days	20%
11-20 days	30%
21-29 days	50%
30 or more days	100% (each citation processed without charge to the County)

Example: First Notices must be mailed no later than twenty-two (22) days after citation issuance. Contractor mails one thousand (1,000) "Notice of Delinquent Parking" forms to registered owners fifty (50) days after issuance of citation, which is twenty-eight (28) days outside of the agreed days. The billing credit shall be computed as follows:

1,000 x Basic Processing Fee = Invoice Amount x .50 = Billing Credit.

18.4 Citation Data, Timely Input

Contractor shall input one hundred percent (100%) of all hand-written citation adds, updates, deletes and dispositions into the PCPS System within two (2) Business Days of pick-up. The Department may verify data entry either by output reports, or on-line inquiry.

County shall approve the data and shall verify the accuracy and timeliness of all on-line records, reports, and output generated by the System.

For any and all citation data which is not entered in the System within the required time frame, billing credits shall be imposed upon Contractor based upon the following schedule:

No. Days Late	% Credit Per Citation
3-5 days	25%
6-13 days	50%
14-21 days	75%
21 or more days	100%

18.5 PCPS System Maintenance / Performance

Contractor shall make all configurations, adjustments, and modifications to the PCPS System (including, but not limited to, all software maintenance, upgrades, updates, and 'patches') at its own expense so that the PCPS System will successfully perform in accordance with this Statement of Work, satisfy all of *County's Functional Business Requirements, Attachment A* to this SOW and otherwise performs in accordance with the terms of this Agreement.

19.0 CONTRACTOR'S WARRANTY

In addition to other warranties elsewhere in this Agreement:

19.1 To Provide Professional Skills and Performance

Contractor warrants that all Work performed under this Agreement will be performed in a timely and professional manner using only qualified, skilled, trained staff specifically qualified to administer and support the PCPS program. Further, Contractor warrants that all deliverables, services, and other work provided shall satisfy *County's Functional Business Requirements (Attachment A to this SOW)*, and Work requirements listed herein.

19.2 To Maintain the PCPS System within Specifications

Contractor warrants that it will maintain the PCPS System sufficiently so to meet or exceed the performance capabilities, characteristics, specifications, functions, and standards listed in *County's Functional Business Requirements (Attachment A to this SOW)*.

19.3 To Maintain Desktop Computing and Field Equipment within Specifications

19.3.1 Contractor shall, throughout the Term of the Agreement, provide a minimum of one (1) desktop computing hardware upgrade to the Parking Enforcement Detail which shall meet or exceed the Department's Desktop Computing Standards published in *Attachment C, Department's Desktop Computing Workstation Baseline* to this SOW. Contractor shall provide additional upgrades to the desktop computing hardware as the standards are revised from time to time by the Department, and incorporated herein. Contractor shall not be required to provide an upgrade, if existing desktop computing hardware meets or exceeds any revision to *Attachment C, Department's Desktop Computing Workstation Baseline* to this SOW.

19.3.2 Contractor warrants that it will maintain the Field Equipment sufficiently so to meet or exceed the original equipment manufacturer's performance capabilities, characteristics, specifications, and functions, which shall be

in compliance with *County's Functional Business Requirements (Attachment A to this SOW) and otherwise perform in accordance with the terms of this Agreement*.

20.0 SECURITY

20.1 Contractor shall provide comprehensive System security which restricts usage and provides a journal of all user transactions. Contractor's System security plan is due within fifteen (15) days of the Agreement Effective Date, and shall be submitted as a component of the *Quality Control Plan (Section 16.0 of this SOW)*.

20.2 Contractor shall provide for comprehensive facility(ies) security. Contractor's System security plan is due within fifteen (15) days of the Agreement Effective Date, and shall be submitted as a component of the *Quality Control Plan (Section 16.0 of this SOW)*.

Additional security requirements are further detailed in, though not limited to, *Attachment A, County's Functional Business Requirements* to this SOW.

21.0 CONTRACTOR'S OBLIGATION TO PROVIDE FUTURE CONVERSION SERVICES

Without limiting Contractor's responsibilities to County or the Department, as provided for in this SOW, and thirty (30) days prior to the conclusion of Contractor's obligations set forth throughout this Agreement, Contractor shall:

- provide County with importable electronic citation data, in a standard data/tabular format to be specified at such time;
- provide County's newly selected PCPS provider with importable citation data in a standard data/tabular format to be specified at such time;
- the data set of citations shall include all uncollected citations; in particular, all citations currently on Hold with the DMV, and all citations currently in Special Collections;
- the data shall minimally include corresponding field names, and reference table names;
- assist the newly selected PCPS provider with data testing and quality assurance;
- provide operational conversion assistance to County's newly selected PCPS provider.

In the event that Contractor is successful is securing a new County agreement [as the incumbent], this *Section 21.0* of the SOW shall be considered null and void.

22.0 ACCEPTABILITY OF WORK

All Work by Contractor shall be done in a professional manner, and must be acceptable to technically qualified Department personnel designated by the County. All Work shall be completed within the time frames specified throughout this Agreement, including this SOW, and of a quality specified in *Sections 15.0, 16.0 and 17.0* of this SOW.

23.0 MEETINGS

At various times throughout the Agreement term, Contractor may be required to attend meetings called by the Department. Contractor Program Director, Contractor Program Manager, or other staff, as required by County shall attend all such meetings. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice seven (7) days prior to the meeting as to the date, time and location.

* * * * *

Appendix A
Attachment A

County's Minimum Functional Business Requirements

Parking Citation Processing Services

County's Minimum Functional Business Requirements

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Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
n.b.	This set of requirements is not exhaustive. Proposers shall consider the following Functional Business Requirements as *minimum* requirements. An attempt has been made to provide an overview of the processes and procedures which, together with Appendix A, Statement of Work, describe in sufficient detail, the Department's Work requirements.	See Response Code Legend in the RFP, Subparagraph 2.8.5	
	Capitalized terms used herein without definition have the meanings given to such terms in Appendix F (Sample Contract), and if not defined therein, in the body of the SOW.		
1.00	**AUTOMATION REQUIREMENTS - HARDWARE**		
1.01	The selected Parking Citation Processing Service (PCPS) provider shall provide to the Department's Parking Enforcement Administrative Unit, for use throughout the Term of the Agreement, up to as many as 8 personal computer workstations, monitors, and personal printers meeting the specifications listed in Attachment C to the SOW.		
1.02	The selected PCPS Service provider shall provide to the Department's Parking Enforcement Field Units, for use throughout the Term of the Agreement, up to as many as 40 handheld (digital and wireless) citation writing devices [handheld computers].		
1.03	The selected PCPS Service provider shall provide to the Department's Parking Enforcement Field Units, for use throughout the Term of the Agreement, up to as many as 20 Automated License Plate Recognition (ALPR) systems (digital and wireless).		
2.00	**SECURITY, FACILITIES**		
2.01	Proposer's facility security includes, but is not limited to:		
	1. Controlled entry to facilities		
	2. Facility alarms		
	3. Controlled access to processing areas		
	4. Security cameras and security guards at each public service center		
	5. Written policies and procedures for facility security		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
3.00	**CONTRACTOR'S STAFF**		
	In the event that Proposer is awarded an Agreement with County, Proposer agrees as follows:		
3.01	Proposer shall provide to the County, one full-time Program Manager, and one alternate, each of whom who shall have a minimum of five years' managerial experience overseeing parking citation processing and collection services.		
3.02	Proposer agrees to provide resumes of its proposed Program Manager, and one alternate, to the Department's Program Director for review and approval prior to commencing Work.		
3.03	Proposer agrees that any employee of Proposer may be required at any time to undergo a criminal history background examination, at the request of the Department, and at the Proposer's expense.		
3.04	Proposer's Program Manager or alternate shall be deemed acceptable to County only after approval by Department's Program Director.		Resumes and/or other qualifying credentials shall be submitted to the Department for review. The Department may request an interview with any proposed management-level staff.
3.05	Proposer's Program Manager and/or alternate shall be replaced within thirty (30) days when, as determined by Department's Program Director, either individual fails to perform effectively, and/or fails to ensure Contractor's compliance with the Agreement.		
3.06	Changes in the Contractor's Program Manager and/or designated alternate shall be subject to advance, written approval of the Department's Program Director.		
4.00	**PCPS AUTOMATION REQUIREMENTS - GENERAL**		
4.01	Proposer utilizes a centralized, relational database system (System) to manage all facets of the Parking Citation Processing Services, payment data, and subsystem interfaces.		
4.02	The System shall be remotely accessible to the Department via the Internet using a secure digital network in an on-line, real-time mode, utilizing a web-enabled graphical user interface (GUI) technology for all database queries, forms, and reports.		
4.03	The System, and its subsystems, must operate over a communications network of sufficient speed and band-width to support email, internet, GIS applications, client-server applications, file and printer sharing, FTP, server-to-server backup, and server to server anti-virus distribution.		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
4.04	Proposer shall provide to the Department, System-wide Help Desk support which provides, but is not limited to, the following:		
	1. System-wide Help Desk support during County's normal business operations (M-F, 8am- 5pm), excluding County holidays		
	2. Toll-free telephone dial-in support		
	3. On-line (internet) web support		
	4. Help and Support for all PCPS subsystems (see SUBSYSTEMS below), including, but not limited to, hand-held ticket-writer equipment and processing problems		
	5. Escalation process for unresolved problems		
4.05	The System shall provide to the Department, but not be limited to, all citation data, vehicle registered-owner data, processing status as well as complete records of all public contacts, whether by phone, internet, or mail.		
4.06	The System shall provide PCPS data both in summary and detail format [drill-down capabilities].		
4.07	The System is capable of processing both electronic and hand-written citations.		
4.08	All handwritten citations are scanned as high-resolution images to the System for immediate retrieval and viewing.		
4.09	All electronic citations may be viewed for immediate retrieval and viewing.		
4.10	All handwritten (scanned) citations and electronic citations are printable to any workstation or network printer in a full-color, high-resolution format.		
4.11	All handwritten (scanned) citations and electronic citations are exportable to txt, rtf, pdf, html, and jpeg formats.		
4.13	The System shall permit Contractor and Department personnel with manual data-entry override and processing of specified citation data.		
4.14	The System shall provide on-line, real-time display of multiple citation records for a single license plate.		
4.15	The System must include the capability of adding an incomplete citation record (Temporary Marker) to the database prior to the actual citation being posted to the system.		
4.16	The System records the processing dates, times, and codes for the Temporary Marker which must be retained and permanently recorded on the final citation record.		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
4.17	The System must be dynamic and capable of being readily and efficiently adaptable to changes in policy, user preference, or future changes in the processing, collection, and public service environment.		
4.18	An option to view, print, and export (.RTF, .TXT, .JPG, .HTML, .PDF) a selected scanned image of a citation.		
4.19	**Detailed Information accessible via Citation Number data query shall include, but is not limited to items 4.19.1 through 4.19.6:**		
4.19.1	Citation Information, general :		
	1. issue date		
	2. time		
	3. location		
	4. Los Angeles County Code		
	5. Vehicle Code (or other code) violated		
	6. fines [amount due]		
4.19.2	Citation Information, specific:		
	1. issuing agency (agency name)		
	2. badge number (enforcement officer)		
	3. location of the violation		
	4. meter number		
	5. reporting district (service area) number		
	6. comments or notes written on the citation		
	7. clearly visible 'drive-away' notation		
4.19.3	Citation Processing Data:		
	1. date citation information entered in the System		
	2. batch number		
	3. batch date (date when the batch was entered into the System)		
	4. date of next processing step		
4.19.4	Payment Data:		
	1. payment amount		
	2. payment source (lockbox, walk-in, DMV transfer, pay-by-phone, pay-by-web)		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
	3. method of payment (cash, check, *credit card, debit card)		*Credit card is defined below.
	4. payment processing date		
4.19.5	Fine Status:		
	1. original fine amount		
	2. late payment penalty (including exact date that late payment penalty was imposed)		
	3. total paid		
	4. total reduced		
	5. total due		
	6. amount overpaid		
	7. refund check number		
	8. refund check issuance date		
	9. overpayment amount (when applicable)		
	10. reason for refund		
4.19.6	Vehicle Information:		
	1. VIN (Vehicle Identification Number)		
	2. vehicle make		
	3. vehicle model		
	4. vehicle body type		
	5. vehicle color		
4.20	**Detailed Information accessible via License Plate data query shall include, but is not limited to items 4.20.1 through 4.20.4:**		
4.20.1	DMV 'Hold' Data:		A registration hold (or 'Hold') is defined as that point in time when the DMV prevents registration (or re-registration) of any vehicle which has encumbered any delinquent unpaid parking citations. A vehicle registration will be permitted only upon full payment of all delinquent citations.
	1. the number of citations charged to the license plate that are currently confirmed and on Hold at the DMV		
	2. transaction detail on the Holds that have been released indicating the date when a citation has been:		
	a. paid		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
	b. canceled		
	c. suspended		
	d. rejected		
	3. date Hold sent to DMV		
	4. date Hold subsequently released, if appropriate		
4.20.2	Seizure Data (Scofflaw):		Scofflaw means: A vehicle is considered a 'scofflaw' when it has encumbered five (5) or more unpaid parking citations.
	1. number of citations counting toward eligibility for immobilization (booting) or seizure (towing)		
	2. total amount of fines these citations represent		
4.20.3	Financial Summary Data:		
	1. total amount of fines and fees due for an individual vehicle		
	2. current balance		
4.20.4	Summary of Fees: all fees charged against the responsible party for a vehicle license plate, with any payments or fee waivers recorded and displayed.		
	1. fees charged against the responsible party for a vehicle license plate		
	2. payments received		
	3. fee waivers applied (if any)		
4.21	**Inbound Correspondence Processing**		
4.21.1	Contractor shall receive client correspondence via mail, internet (website), or the IVR subsytem.		
4.21.2	The System must include a processing log to record all correspondence received.		
4.21.3	The processing log must be capable of tracking and verifying that each correspondence received has been accounted for and processed.		
4A:	**PAYMENT PROCESSING FUNCTIONS**		
4.22	The System shall be capable of receiving and processing a citation payment for single citations, or multiple citations.		
4.23	The System shall be capable of receiving and processing a citation payment for one or more vehicle license plates.		
4.24	The System shall be capable of receiving and processing a citation payment for a citation(s) not yet entered to the System.		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
4.25	System shall auto print a payment receipt.		
4.26	Receipts shall minimally include the following information:		
	1. citation(s) paid		
	2. citation amount due		
	3. itemization of penalty fees and all other charges identified		
	4. itemization of 'other charges' and/or credits applied		
	5. total amount paid		
	6. amount tendered and change made		
	7. license plate(s)		
	8. i.d. or name of processing clerk		
	9. date and time payment made		
4.27	Contractor shall accept payments made at Contractor's Point-of-Sale (POS) center (cashiering function) using cash (U.S. Currency), checks and money orders.		
4.28	The POS center shall accept credit card (MasterCard, American Express, and Discover Card) and PIN-based debit card payments within 10 months of the Agreement Effective Date, and shall utilize a secure Application Processing Interface (API) provided by County's electronic payment service provider, LINK2GOV. (*VISA exempted from POS*)		Hereafter, 'credit card' shall mean any and/or all of the following: VISA, MasterCard, Discover, American Express, and debit card.
4.29	Contractor's provision of the POS services, including but not limited to Contractor's POS devices and communication system, shall satisfy the most current available PCI-POS PIN Entry Device (PED) Security Requirements, PCI-Encrypting PIN PAD (EPP) Security Requirements, and the PCI Security Standards Council Approved PIN Entry Devices, throughout the Term of the Agreement with County.		PCI-DSS means: Payment Card Industry-Data Security Standard
4.30	The System shall accept payments made with a credit card, utilizing an Interactive Voice Response (pay-by-phone) subsystem.		see Section 7C below
4.31	The System shall accept payments made with a credit card, utilizing a public-use website (pay-by-web) subsystem.		see Section 7D below
4.32	The System shall be capable of identifying whether payments were made with cash, check, money order, or credit card.		
4.33	The System shall be capable of processing all imposed fees, including but not limited to returned check fees.		
4.34	The System shall fully support a 'time-payment-plan' option. (See INSTALLMENT PAYMENT PROCESSING below)		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
4.35	The System shall provide an audit trail of payments which must include: citation number, payment date and time, payment amount, payment method, and the name or identification of the clerk that accepted payment and made the entry.		
4.36	The System shall take appropriate action when necessary to release DMV 'holds', or change vehicle seizure eligibility, based upon citations that have been paid.		
4.37	The System shall immediately notify the Department upon release of boot-and-tow status upon satifactory remittance of applicable fees.		
4.38	All work stations in the public service center shall automatically reflect any special fees required to effect a boot-and-tow release.		
4.39	The System shall immediately update all work stations in the public service center with boot-and-tow release information upon satisfactory remittance of fees.		
4.40	The System must capture and provide for the daily collection and processing of payment transactions received through the U.S. mail to Contractor's established Post Office Box.		
4.41	The System permits Contractor personnel to execute manual financial adjustments to transactions to accurately reflect conditions which occur after a citation payment is received; i.e. returned checks, refunds, reversing entire payments, modifying payment amounts.		
4.42	The System shall automatically adjust all facets of the citation status, after a manual financial adjustment is executed; such as: reopening a citation, alerting of 'amounts due' to close a citation, generating appropriate notification letters advising customer of recent activity to the account.		
4.43	Mail pick-up from the Post Office and delivery to the Contractor's secured place of business shall be provided by a bonded courier or bonded employee at least once each business day (Monday through Friday).		
4.44	Contractor has procedures for batch counts that are verified to ensure an accurate starting record for control throughout payment processing.		
4.45	Contractor has the ability to process items that must be handled separately such as:		
	1. any correspondence that is included with a payment		
	2. payments received without accompanying source documents, such as a citation or delinquent Notice		
	3. cash payments		

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Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
4.46	All payments received and processed must be copied and archived so as to be promptly retrievable.		
4.47	All mail-in payments received and processed must be endorsed and encoded with a unique control number for each citation paid.		
4B:	**INSTALLMENT PAYMENT PROCESSING**		
4.48	The System shall accept and process installment payments (Installment Payment Processing) on parking fines subject to approval by the Department.		
4.49	The Installment Payment Processing feature shall:		
	1. Allow flexible payment amounts		
	2. Allow flexible payment due dates		
	3. Output 'Payment Plan' Notices based on an individual's payment schedule		
	4. Automatically reinstate standard collection activities in event of default		
	5. Allow authorized user override of standard collection activity reinstatement		
	6. Automatically reinstate DMV 'holds' when applicable in event of default		
	7. Allow authorized user override of DMV 'hold' reinstatement		
	8. Automatically generate 'default letter' Notice when due dates are missed		
	9. Allow installment payments at all public service centers		
	10. Generate customer receipts for all installment payments		
	11. Automatically apportion and apply installment payments to the appropriate outstanding citations		
	12. Provide System 'users' with summary view of payment plan status.		
	13. Provide authorized users with both an automatic, and manual capability to modify an existing installment payment plan [i.e., adding/deleting/modifying citations and/or citation information, modifying payment plan schedules and amounts, etc.].		
4.50	The Installment Payment Processing data sets shall minimally include:		
	1. current status (distinguish between paid in full, in compliance, or default)		
	2. name and address of participant		
	3. vehicle license plate number(s)		
	4. original amount due		
	5. down payment amount received		
	6. agreed-upon payment schedule (weekly, bi-weekly, monthly, bi-montly, etc.)		
	7. payment start date		

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	8. payment amount required		
	9. payment amount received		
	10. current balance due		
	11. transaction history		
4C:	**PAYMENT DEPOSIT TO COUNTY - Cash and Checks (personal and Money Orders)**		
4.50	All cash and check payments are deposited daily directly to the Department's financial institution via armored, bonded courier.		
4.51	All payments shall be deposited directly to the Department's financial institution within 24 hours of collection.		
4.52	The System is capable of storing scanned check images.		
4.53	The Sytem shall permit querying of the scanned check images using citation number.		
4.54	The Sytem shall permit querying of the scanned check images using license plate number.		
4.55	The Sytem shall permit querying of the scanned check images using registered owner (or responsible party) name.		
4.56	The Sytem shall permit querying of the scanned check images using check number.		
4.57	The Sytem shall permit querying of the scanned check images by amount paid.		
4D:	**ELECTRONIC PAYMENT CLEARING HOUSE TO COUNTY - LINK2GOV INTERFACE**		
4.58	All electronic citation payments (credit card, debit card) shall be processed to County, by County's electronic payment service provider, LINK2GOV.		See Item 4.28, and Sections 7C and 7D. *POS electronic payments shall accept MasterCard, American Express, and Discover Card, as well as PIN-based Debit Cards. Additional to the above modes of payment, the Pay-by-Web and IVR subsystems shall also accept VISA credit cards and PIN-less debit card transactions.
4.59	Contractor shall to establish a service agreement with County's electronic payment service provider, LINK2GOV, within 6 months of the Agreement Effective Date.		
4.60	The PCPS System shall interface to County's electronic payment service provider LINK2GOV, within 6 months of the Agreement Effective Date.		
4.61	Contractor shall process [deposit to County] electronic payments directly through LINK2GOV. (Contractor is only a facilitator and does not pass any money through its bank accounts.)		

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4E:	**SYSTEM SECURITY**		
4.63	The System security features include, but are not limited to:		
	1. Restricted access to the System by time of day (i.e., local time)		
	2. Restricted access to the System by workstation		
	3. Restricted access to the System based on variety of security clearance 'levels'.		
	4. Restricted access to certain functions based on a user's profile [logon / password].		
	5. Restricted access based provided upon proper authorization		
	6. Written, System security policies and procedures		
	7. Written, System security training program		
	8. Unique user access identification must be changed at periodic intervals (e.g., number of days)		
	9. Anti-virus detection and control		
	10. Anti-spyware detection and control		
	11. System 'firewall' protection		
	12. Internet 'firewall' protection		
4F:	**DATA SECURITY - DATA INTEGRITY**		
4.64	The System includes data security and data integrity processes which include, but are not limited to, the following:		
	1. Mirrored data servers providing real-time data redundancy in event of System failure.		
	2. Nightly serial 'tape' backups of System data - or similar feature.		
	3. Audit trails and reports are permanently retained for each citation, including the date, time, and identification of any System user making a correction/change to citation data.		
	4. Transaction histories for every transaction.		
	5. Data control and reconciliation procedures for every system update.		
	6. Reports 'as-needed' to verify compliance.		

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5.00	**OTHER PCPS SYSTEM PROGRAMS**		
5A:	**HABITUAL PARKING VIOLATOR PROGRAM (Boot-and-Tow)**		
5.01	The System must provide an on-line, real time 'boot-and-tow' query feature in support of the Habitual Parking Violator Program by identifying vehicles that are eligible (five or more unpaid citations) for immobilization (boot) or seizure (tow).		
5.02	The System shall accept and confirm booted or towed vehicle information.		
5.03	The System shall display booted or towed vehicle status.		
5.04	The System 'boot-and-tow' query feature shall provide the user with query-style calculations based on time or other criteria used to determine seizure status.		
5.05	The System shall be capable of distinguishing between placing a boot on a vehicle and towing a vehicle.		
5.06	The System shall have the capability of loading Scofflaw (item 4.20.2 above) information to handheld electronic ticket writing machines that are used by a County officer.		
5.07	The System shall produce and mail boot-and-tow Notices as required by the Department.		
5.08	The System shall be capable of separately tracking and reporting all boot-and-tow fees.		
5.09	Boot, tow, storage, and other potential fees must be accessible in an on-line, real-time manner and included in the total amounts owed to have the vehicle released.		
5B:	**FLEET VEHICLE PROGRAM**		
5.10	The System shall support special processing for citations issued to vehicles owned by companies operating fleets of vehicles, such as Federal Express or UPS, or rental car companies such as Hertz or Avis.		
5.11	The System shall allow on-line additions, modifications, or terminations of Fleet participants.		
5.12	The System shall allow on-line data-entry of additions or deletion of individual Fleet vehicles.		
5.13	The System automatically resumes normal collection activites when Fleet participants, or Fleet vehicles are terminated from the Fleet program.		
5.14	The System shall permit fleet operators to register their vehicles in the system so that they are exempt from seizure.		
5.15	The System shall auto-generate a monthly Notice (see NOTICING) to Fleet participants of of all citations issued to their vehicles.		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
5.16	The System shall allow fleet owners the ability to resolve citations by payment of the fines, or in the case of rental vehicles, by providing information on the person who rented the vehicle at the time of the violation.		
5.17	The System shall allow rental vehicle fleet participants the ability to defer responsibility [via mail, or via electronic interface] for a citation to the 'responsible party' which rented the vehicle at the time of the violation.		
5.18	The System shall request names and addresses of 'responsible parties' from car rental agencies by mail (Noticing), or through an electronic interface.		
5.19	The System shall allow manual on-line updates of rental vehicle 'responsible party' citation data.		
5.20	The System shall automatically update rental vehicle 'responsible party' citation data when 'responsible party' data is communicated through an electronic interface.		
5.21	**Fleet Program Required data fields:**		
5.21.1	Fleet operator unique identification number		
	1. Name and address of fleet operator		
	2. Contact persons for fleet operator		
	3. Effective date of entry into fleet program		
	4. Effective date of termination from the fleet program		
	5. Date of last update to fleet information		
	6. License plate numbers of vehicles registered in the fleet program		
	7. VIN numbers of vehicles registered in the fleet program		
5.21.2	The System displays an indicator for every license plate record which is part of the fleet program.		
5.21.2	The System displays an indicator for every license plate record was a part of fleet program, but is now terminated.		
6.00	**OTHER SYSTEM QUERY FEATURES**		
6.01	General query capabilities: The System shall provide the Department with user-specified methods of query capability, described in part in 6.04 below (Citation Number Query).		
6.02	Basic 'partial information' query functions shall be allowable on the following fields: Full or partial License Plate Number, Full or partial Citation Number (6-13 digits), Full or Partial name of Registered Owner, Agency Name/Location (e.g., SH/Compton).		

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Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
6.03	**License Plate Number Query requirement displays (but is not limited to):**		
6.03.1	All citations assigned to a license plate.		
6.03.2	Current registered owner(s).		
6.03.3	The option of displaying only those citations which are 'open' with a positive balance owed.		
6.03.4	An indicator for the citations that have met the Department's criteria for vehicle seizure eligibility.		
6.03.5	An indicator for all citations currently marked at the DMV for a hold on registration renewal along with a date marked at DMV and, if appropriate, a release date from DMV.		
6.03.6	An indicator which gives an on-screen warning that additional license plate records exist for an individual vehicle owner or operator. *[This will be used as an indicator that further research is required. State law allows the collection of all fines owed on all vehicles as a condition of releasing any seized vehicle.]*		
6.03.7	The System shall display all license plate numbers related to an individual, or registered owner, on a summary screen in order to improve the Department's ability to collect fines from owners of multiple vehicles.		
6.04	**Citation Number Query requirement displays:**		
6.04.1	Summary Citation Data: citation number, registered owner(s), license plate number and State of issuance, parking meter number, vehicle code violation with description, issue date and time, location, amount due, and current processing status.		
6.04.2	Enforcement Data: badge number of the issuing officer, issuing agency code, division number, and reporting district number.		
6.04.3	Vehicle Data: VIN, vehicle make, vehicle color, vehicle type, registered owner name, and address as provided by the DMV.		
6.04.4	Financial Data: the original fine amount plus any penalty or fees that have been added, such as a late payment penalty that includes the amount and exact date that the payment penalty was imposed, returned check fee, or fee for obtaining a copy of a citation.		
6.04.5	Mail Data: the mail date and description of all Notices or correspondence letters mailed and received. All returned mail must be noted and marked within the database, including the address used.		

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Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
6.04.6	Processing Data: the processing batch date and number, microfilm number (if applicable), date the citation was updated to the Contractor's system, the date registered owner information was requested and received from the vehicle registry, and the date that a registration hold was placed, confirmed, and released at the DMV. Each field must be clearly delineated and marked.		
6.04.7	Adjudication Data: for administrative adjudication hearings, the date, time, office location, and disposition for both in-person and by written declaration hearings for citations and for post-impound hearings.		
6.04.8	Suspend Data: the date and time a temporary suspension is applied that stops normal processing, the identification of the person processing the suspension, type of suspension, and the date the suspension will be removed and processing resumes.		
6.04.9	Correspondence Data: the date, time, code, and sufficiently detailed and readable description of all correspondence mailed relating to a citation along with the address used.		
6.04.10	Payment Data: payment date, payment type, payment source, amount, method of payment, payment batch number, along with the availability within a time frame specified by the Department of a readable copy for research and investigation purposes.		
6.05	**Citation History Activity Query displays:**		
6.05.1	All processing transactions associated with a single citation.		
6.05.2	Displayed transactions shall default to reverse chronological order (most recent transaction activity listed first).		
6.05.3	Displayed transactions may be sorted using any query-accessible field provided under the citation number query requirement.		
6.05.4	Transaction Data shall include, at a minumum:		
	1. Transaction date.		
	2. Transaction type (payment, hearing, etc.)		
	3. User identification of the person who processed the transaction.		
	4. Any and all other codes and information applicable to the transaction.		
	5. Collection activity.		
	6. Collection and Notices (outbound correspondence) by type, date and mail date.		
	7. Cashiering activity.		
	8. Complete historical data such as name and/or address changes		

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	9. Any manual or automated corrections or revisions.		
6.06	**Habitual Parking Violator Query (Boot-and-Tow)**		
6.06.1	In addition to the System Citation Data Query, the 'boot-and-tow' query feature shall provide the user with query-style calculations based on 'time', or other criteria used to determine seizure status.		
6.06.2	The System shall provide a Query feature which returns all 'Boots' that are currently on the street.		
6.06.3	The System shall provide a Query feature which returns all current towed [siezed/impounded] vehicles.		
6.07	**Fleet Vehicle Program Query**		
6.07.1	In addition to the System Citation Data Query, the Fleet Vehicle Program Query shall minimally include queries on the following data fields:		
	1. Fleet Operator identification number		
	2. Fleet Operator, Name		
	3. License plate numbers of vehicles registered in the Fleet program		
	4. VIN numbers of vehicles registered in the Fleet program		
7.00	**SUB-SYSTEM SERVICES / FEATURES**		
7A:	**CALIFORNIA DEPARTMENT OF MOTOR VEHICLES DATA LINK (CA-DMV)**		
7.01	Contractor's Sytem shall utilize a real-time, on-line data link to California DMV records.		
7.02	The System automatically compares the issue date of each citation with the vehicle registration date information on file at the DMV.		
7.03	The System uses registration date information to assign legal responsibility for each citation to a registered owner based on the effective date the license was assigned to a particular individual by a motor vehicle registry. (Citations issued before a change in registered owner must be assigned to the previous owner.)		
7.04	The System automatically updates processing actions [status] when crucial data fields, such as violation code or license plate, are corrected; i.e., processing a new name and address request to the DMV, or reinstatement in the Noticing cycle.		

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Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
7.05	The System shall utilize continuous on-line, real time placing and releasing of vehicle registration holds with the California DMV.		
7.06	Participating U.S. DMVs (various, non-California) [*As part of the Proposal, Proposer shall list all participating non-California DMVs affiliated with Proposer along with the established level of data sharing capability.]*		
7.07	The System shall utilize a real-time, on-line data link to all participating non-California DMVs.		
7.08	The System shall utilize continuous on-line, real-time placing and releasing of vehicle registration holds with all participating non-California DMVs.		
7.09	The System shall query DMV data for registered-owner information.		
7.10	The System shall obtain registered-owner information from DMV within 48 hours of the new citation record being updated or entered in the System.		
7.11	The System shall cyclically re-request information DMV on license plates initially returned as “no hits” (name and address information not available).		
7.12	The System shall cyclically re-request information from DMV on license plates initially returned for all vehicles that have reached Scofflaw status.		
7.13	The System shall be capable of processing all DMV name and address transactions and provide all necessary transaction history for adjudication hearing examiners in boot/tow hearings (see below, Admin Adjudication Hearings Lvl II).		
7.14	**DMV Registration 'Holds'**		***A registration hold (or 'Hold') is defined as that point in time when the DMV prevents registration (or re-registration) of any vehicle which has encumbered any delinquent unpaid parking citations. Vehicle registration will be permitted only upon full payment of all delinquent citations.
7.14.1	The System's on-line, real-time interface capability with the DMV shall be capable of placing, 'Holds' on vehicles having five (5) or more unpaid parking citations.		
7.14.2	The System's on-line, real-time interface capability with the DMV shall be capable of releasing 'Holds' within 24 hours of a citation disposition.		
7.14.3	The System's on-line, real-time interface capability with the DMV shall [as permitted by the DMV] be capable of, reactivating a registration 'Holds' when appropriate, and as determined by the Department.		
7.14.4	The System's on-line, real-time interface capability with the DMV shall purge any 'Hold' from the PCPS System within thirty (3) days of citation disposition.		

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Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
7.15	**Name and Address Processing**		
7.15.1	System must compare the issue date of the citation with the registered owner information on file at the DMV to determine the registered owner responsible for the citation.		
7.15.2	System compares citation issue date and effective date of vehicle registration to assign responsibility to correct registered owner(s).		
7.15.3	System shall split a record (and create a separate record(s)) when two or more distinct owners exist for a single vehicle license plate - assigning responsibility for citations based on the effective date of registration.		
7.15.4	System must be able to immediately process all DMV name and address transactions required to support Department operations		
7B:	**INTERACTIVE VOICE RESPONSE (IVR) Subsystem (Telephone)**		
7.24	**Interactive Voice Response (IVR) requirements:**		
7.24.1	The IVR sub-system shall be fully integrated with the parking citation database (the System) to provide the public with real-time, on-line, status information on citations and an individual's record.		
7.24.2	The IVR subsystem shall be available to the public 24 hours per day, 7 days per week.		
7.24.3	The IVR sub-system shall provide pre-recorded information, and receive messages in, both English (Default) and Spanish (Option).		
7.24.4	The IVR subsystem shall be 'text telephone' (also 'TTY') enabled for the hearing impaired.		
7.24.5	The IVR sub-system shall provide the public with updated information regarding their account, current account activity, amounts owed, and status and deadlines.		
7.24.6	The IVR sub-system shall provide callers with the option to speak with a live customer service representative during normal business hours.		
7.24.7	The IVR sub-system shall mark the parking citation database with an indicator on the citation history record showing that a telephone call was received, and the general nature of the call, including all requests for information, and the appropriate action taken.		

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Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
7.25	**IVR 'pay-by-phone' requirements:**		
7.25.1	The IVR pay-by-phone function shall accept credit cardpayments within 10 months of the Agreement Effective Date, and shall utilize a secure Application Processing Interface (API) provided by County's electronic payment service provider, LINK2GOV.		LINK2GOV specifications are provided in *Attachment E (LINK2GOV Interface)* to the Statement of Work.
7.25.2	Contractor's provision of IVR services, including but not limited to Contractor's IVR devices and communication system, shall satisfy the most current available PCI-DSS encryption standards, throughout the Term of the Agreement with County.		
7.25.3	Contractor shall work with LINK2GOV to ensure that all IVR pay-by-phone payment transactions shall update to the PCPS System in real time, and minimally shall include: citation number(s), registration number, date and time of transaction, authorization status, and amount of payment(s).		
7.25.4	Contractor shall work with LINK2GOV to ensure that all IVR pay-by-phone credit card payments for clients with multiple citations shall, by default, credit the oldest unpaid citation on record first; and then, in sequential order by date, credit each unpaid citation from the oldest to the most recent citation on record.		
7.25.5	Contractor shall work with LINK2GOV to ensure that all IVR pay-by-phone credit card transactions shall update to the System in real time, and shall 'auto-transfer' all payments to County's e-payment service provider, LINK2GOV, for real-time processing to County's dedicated e-deposit account.		
7C:	**PUBLIC WEBSITE / PAY-BY-WEB INTERFACE subsystem**		
	Contractor shall develop a public information website (e-commerce application, or 'storefront') which permits electronic payments of citations.		
7.37	The Pay-by-Web subsystem shall be available 24-hours a day, 7 days per week.		
7.38	The Pay-by-Web subsystem shall interface directly with the PCPS System, and shall provide information to the public regarding outstanding citation fees, and account status.		
7.39	The Pay-by-Web subsystem shall accept credit card payments for one or more parking citations.		
7.40	All fees to be charged to the customer must be identified.		
7.41	Provide a Pay-by-Web subsystem (public website) feature (in a format approved by the Department) which permits credit card payments via electronic internet services to the public.		

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Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
7.42	Contractor shall imbed on its public website, a fully functional HTTPS (hyperlink) e-payment connection to County's electronic payment service provider, LINK2GOV, within 6 months of the Agreement Effective Date.		The LINK2GOV specification is provided in *Attachment E (LINK2GOV Interface)* to the Statement of Work.
7.43	Pay-By-Web credit card and debit card transactions shall update to the the PCPS System in real time, and shall 'auto-transfer' to County's e-payment service provider, LINK2GOV, for real-time deposit to County's dedicated e-deposit account.		
7.45	Pay-by-Web customer access and privacy is achieved using citation number, vehicle license plate number, and zip code of vehicle owner's registration. (If other, please explain.)		Proposers: Please describe, in detail, public website access constraints, and Proposer's methods to ensure customer privacy concerns.
7D:	**HAND-HELD E-TICKET WRITER subsystem**		
7.46	Hand-held Electronic Ticket-Writer data is remotely uploaded to the System.		
7.47	Ticket-Writer data [citation data] is accessible across all System interfaces in real time from web-enabled personal computer workstations.		
7.48	The System creates an automatic 'log' entry, or timestamp, when data is uploaded from a handheld device.		
7.49	The log entry includes a code which identifies the handheld device transmitting the data, the name of the 'user' executing the upload, as well as the location from which the data is uploaded.		
7E:	**AUTOMATED LICENSE PLATE RECOGNITION subsystem (ALPR)**		
7.50	ALPR data is remotely uploaded to the System.		
7.51	ALPR data is accessible across all System interfaces in real time from web-interfaced personal computers.		
7.52	ALPR 'hits' automatically alert the users (enforcement officer) to initiate review.		
7F:	**ADMINISTRATIVE ADJUDICATION HEARINGS feature - Level II**		
7.53	Basic hearing information includes:		
	1. date hearing is requested		
	2. date hearing is scheduled		

Parking Citation Processing Services			
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	4. hearing time of day		
	3. location		
	5. disposition		
7.54	Administrative Hearing Level II includes boot/tow probable cause, and post-impound hearing data.		
7.55	The Sytem provides hearing scheduling for all of the Department's adjudication office locations.		
7.56	The Sytem provides for a hearing-date availability calendar.		
7.57	The Sytem calendar can be modified in an on-line, real-time environment to accommodate:		
	1. workload fluctuations		
	2. administrative changes		
	3. holidays		
	4. vacations		
	5. changes in Department policies and procedures		
	6. State laws		
7.58	The Administrative Hearing feature allows for on-line, real-time updating of citation dispositions at the time a hearing examiner's decision is rendered; including:		
	1. hearing type (in-person, by written declaration, boot/tow probable cause, and post-impound)		
	2. hearing date		
	3. amount of fine		
	4. fees/tow charges		
	5. vehicle storage fees (if any amount is still due)		
	6. "not liable" decisions		
7.59	Superior Court Appeal Information:		
	1. hearing date scheduled		
	2. location		
	3. time of day		
	4. disposition		
	5. Court-ordered refund (when applicable)		
	6. Court filing fees (when applicable)		

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7.60	Case Status:		
	1. amount due		
	2. amount paid		
	3. current suspend code		
	4. suspend code description		
	5. date of temporary suspension removal		
	6. "Contest Status" (a field that shows where a citation may be on the administrative adjudication time-line)		
7.61	Administrative Review Summary data includes:		
	1. citation issue date		
	2. date of administrative review		
	3. reason for administrative review		
	4. investigation type		
	5. date processed		
	6. last date to contest the citation		
	7. administrative review decision		
	8. date decision entered		
	9. date decision mailed to registered owner or complainant		
	10. address of client/complainant		
	11. reason for permanent suspended citation		
8.00	**PCPS REPORT GENERATING REQUIREMENTS**		
8.01	The System shall provide an 'ad hoc' report generator utilizing 'field-chooser' / 'drag-and-drop' report-writer technology. *[Contractor shall provide to the County, maximum flexibility in determining accessible data sets for this feature.]*		
8.02	The System shall, using the above ad-hoc feature, provide a comprehensive Habitual Parking Violator Reporting capability for the identification and seizure of habitual parking violators, and for all towed vehicles.		
8.03	The System shall, using the above ad-hoc feature, provide a comprehensive Installment Payment Plan Reporting capability		
8.04	The System shall, using the above ad-hoc feature, provide a comprehensive Administrative Adjudication Hearing Reporting capability		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
9.00	**NOTICING and CORRESPONDENCES**		
	Notices differ from Correspondences in that Notices are generated by the System automatically when violators have failed to respond to a citation within specified time frames pursuant to the CVC or LACC. Correspondences are generated by the System in response to a written inquiry from a customer/violator regarding any number of parking violation matters, including their citation, initial review, Administrative Hearing, or customer service.		
9.01	The System must automatically generate all Notices and/or Correspondences required to support the PCPS program.		All automated NOTICES shall be subject to advance, written approval of the County's Program Director, and shall conform to notification standards and timelines established by (in order of priority) the CVC, LACC, and Los Angeles County Sheriff.
9.02	The System Noticing/Correspondencegenerating capability shall be flexible, and accommodate time-based as well as criteria-based selection variables to generate a specific type of Notice.		
9.03	The System automatically generates Correspondences to customerss in response to customer written communication concerning citation status, payment status, or other matters. Such Correspondence shall be sent to respondent within three (3) working days of receipt of client's letter.		
9.04	The System shall provide for an on-line, real-time review of all Notice/Correspondence activity by type of Notice/Correspondence.		
9.05	The System shall permit users to research specific Notice runs, individual Notice/Correspondence record information, and the response rate or payment return rate.		
9.06	The System shall default display in reverse chronological listing [by date] (most recent listed first) a complete listing of each Notice/Correspondence mailed, including Notice description and Notice type, and actual mail date displayed.		
9.07	The System shall record when any mailed Notice/Correspondence is returned as not deliverable. This shall include the address or addresses used.		

Parking Citation Processing Services			
Section Number	**County's Minimum Functional Business Requirements**	**Vendor Response**	**Comments**
10.00	**CLIENT / CUSTOMER SERVICES**		
10.01	Contractor provides cashiering and citation support services to the public at all POS facilities.		
10.02	Contractor is be capable of receiving and processing citation payments during System failure.		
10.03	Contractor is be capable of manually receiving and processing citation payments for single citations, multiple citations, and citations on one or more vehicle license plates for citations not yet entered to the System.		
10.04	Contractor is capable of generating/issuing a manual receipt in the event of System failure.		
10.05	Manual Receipts shall minimally include the following information:		
	1. citation(s) paid		
	2. total amount paid		
	3. amount tendered and change made		
	4. license plate(s)		
	5. i.d. or name of processing clerk		
	6. date and time payment made		
10.06	Contractor customer service staff is sufficiently trained to review vehicle history records, locate any additional vehicles registered to the same owner, and accurately inform an individual of the amount of the fines that must be paid, including amounts owed on other vehicles.		

Attachment B

PARKING CITATION PROCESSING SERVICES (PCPS)

SAMPLE NOTICES and CORRESPONDENCES

SAMPLE NOTICE NO. 1

COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL
P.O. BOX 30629
LOS ANGELES, CA 90030-0629

NOTICE OF DELINQUENT PARKING VIOLATION

[redacted]

NOTICE DATE:	09/01/06
DUE DATE:	09/15/06
PLATE NO:	[redacted]
VEHICLE MAKE:	HOND
VEHICLE COLOR:	BK

Our records show that you have failed to respond to the parking ticket(s) listed below. Failure to pay the parking penalties due by mail or in person PRIOR to the DUE DATE indicated below will result in increased penalties, withholding of your vehicle registration by the Department of Motor Vehicles (CVC 4760), and may subject your vehicle to immobilization (booting) or impoundment (CVC 22651.7,22651(i)). In addition you may be subject to a civil judgment that could lead to the garnishment of wages and seizure of property (CVC 40220).

If you wish to contest this violation, you may request an administrative review PRIOR to the DUE DATE printed on this NOTICE. You may request an administrative review by mail, by telephone to the number noted below, or in-person at the offices listed below:

You may pay by mail. Send check or money order payable to **L.A. County Sheriffs Department**. Write your ticket number(s) and license plate number on your check or money order. **DO NOT SEND CASH.** Read the back of this notice for other important information. MAILING ADDRESS: P.O. BOX 30629 LOS ANGELES, CA 90030-0629. PHONE: 1 (800) 782-3868 or (213) 629-3919 (M-F 9AM-5PM).

PARKING ENFORCEMENT DETAIL PAYMENT CENTERS

DOWNTOWN	MID-WILSHIRE	WEST LOS ANGELES	VAN NUYS
312 W. 2ND ST.	668 S. LAFAYETTE PK. PL.	9911 W. PICO BLVD.	6309 VAN NUYS BLVD.
L.A., CA 90012	L.A., CA 90057	SUITE B-201	RM. 103
		L.A., CA 90035	VAN NUYS, CA 91401

KEEP THIS PORTION FOR YOUR RECORDS

SH001 REV 06202006

1105 Jun06 06202006
1105 Jun06 06202006

COUNTY OF LOS ANGELES PARKING ENFORCEMENT

CITATION NO.	DATE	TIME	LOCATION	VIOLATION	TOTAL DUE
[redacted]	08/03/06	05:52A	[redacted]	FAILURE TO OBEY MARK	$50.00

LICENSE PLATE	NOTICE DATE	TOTAL AMOUNT DUE
[redacted]	09/01/06	DUE DATE: 09/15/06

$50.00

SAMPLE NOTICE NO. 8 SHALL PRINTED ON THE REVERSE OF THIS NOTICE

LA SHERIFF #10

LDC COLLECTION SYSTEMS
PO BOX 30629
LOS ANGELES, CA 90030-0629
(800) 782-3868 (213) 629-3919

SAMPLE NOTICE NO. 2

URGENT NOTICE

Are you aware that The County of Los Angeles Parking Enforcement Detail still has records of unpaid parking citations issued to your vehicle? If you immediately pay for the citation(s), LDC Collection Systems will cease all collection activities, and clear your DMV registration for renewal purposes. If you cannot pay for the citation(s), you should contact this office immediately.

[redacted]

NOTICE DATE:	**03/10/06**
PLATE NO:	[redacted]
VEHICLE MAKE:	**CHEV**
VEHICLE COLOR:	**WH**

KEEP THIS PORTION FOR YOUR RECORDS

FAILURE TO PAY FOR THE CITATIONS WILL CAUSE LDC COLLECTIONS SYSTEMS AND THE COUNTY OF LOS ANGELES PARKING ENFORCEMENT DETAIL TO INITIATE ALL SANCTIONS PROVIDED BY LAW. BE ADVISED THAT DISREGARDING THIS NOTICE IS A SERIOUS MATTER AND COULD CAUSE SUBSTANTIAL DIFFICULTIES FOR YOU.

Be advised that payment made at the DMV for parking citations will not clear your record for approximately 90 days. For prompt payment application to your citation(s), you must pay by mail using the enclosed envelope or by visiting one of our four payment locations listed on the back of this notice. If you have already paid please disregard this notice.

SEE REVERSE FOR ADDITIONAL PAYMENT INQUIRY INFORMATION

TO MAKE PAYMENT: Send check or money order to the address above. **DO NOT** send cash. Make payment payable to: **L. A. County Sheriff's Department.** You may also pay in person at any of the payment centers listed on the back of this notice.

Aviso. Ponga seria atencíon a esta noticia. El Condado de Los Angeles espera su pago para las infracciones de estacionamiento ya delincuentes que se encuentran escritas abajo. Para más información, llame a uno de los números en este aviso.

SH010 REV 03/09/06

REMOVE THIS STUB AND RETURN IN ENVELOPE

CITATION NO.	DATE ISSUED	TIME	LOCATION	VIOLATION	TOTAL DUE
[redacted]	06/17/04	01:41P	[redacted]	STREET SWEEPING	$94.00
[redacted]	07/29/04	01:20P	[redacted]	STREET SWEEPING	$94.00
[redacted]	08/11/05	09:39A	[redacted]	TABS	$122.00

LDC COLLECTION SYSTEMS

LICENSE PLATE	NOTICE DATE	TOTAL AMOUNT DUE	
[redacted]	03/10/06	→	$310.00

SAMPLE NOTICE NO. 8 SHALL PRINTED ON THE REVERSE OF THIS NOTICE

COUNTY OF LOS ANGELES

COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL
P.O. BOX 30629
LOS ANGELES, CA 90030-0629

NOTICE OF DEFAULT

[redacted]

MAIL DATE	12/27/99
CITATION NO.	[redacted]
PENALTY AMOUNT	173.00
LICENSE NUMBER	[redacted]

You have failed to clear parking citations issued to a vehicle registered in your name. We have previously mailed you one or more Notice(s) of Delinquent Parking Violation. The Department of Motor Vehicles has been notified to withhold renewal of your annual vehicle registration pending resolution of the citations. If you have 5 or more delinquent parking citations, your vehicle may be seized and held until all citations are cleared. You may be subject to a civil judgment that could lead to the garnishment of wages and seizure of property. In addition, your account may be referred for COLLECTION to a firm authorized to use all possible legal means to secure resolution of these outstanding parking citations. State law also allows the interception of state income tax refunds to pay delinquent parking fines.

Under California law, you are legally responsible for clearing these parking citations even if you no longer own the vehicle cited. Outstanding parking citations constitute a lien on ANY vehicle you own (CVC 9800(a), CVC 4751 (f)).

THIS IS A VERY SERIOUS MATTER AND REQUIRES YOUR IMMEDIATE ATTENTION.

To avoid the actions listed above, return the bottom portion of this notice with full payment in the enclosed return envelope. Checks made payable to the L.A. County Sheriff's Department, will be credited the next business day. To insure proper credit, write your citation number(s) or license plate number on your check. DO NOT SEND CASH. Be advised that payment made at the DMV for parking citations will not clear your record for approximately 90 days. If you have 5 or more delinquent citations, your vehicle will remain eligible for seizure during this time.

You may request information by phone Monday thru Friday, 8:00 a.m. to 5:00 p.m., at (800) 782-3868, or at (213) 629-3919, or in person at the locations listed on the back of this notice. These offices are open Monday thru Friday, 9:00 a.m. to 5:00 p.m..

PARKING ENFORCEMENT DETAIL PAYMENT CENTERS

DOWNTOWN	MID WILSHIRE	WEST LOS ANGELES	VAN NUYS
215 W 6TH ST.	668 S. LAFAYETTE PK. PL.	9911 W. PICO BLVD.	6309 VAN NUYS BLVD.
L.A., CA 90014	L.A., CA 90057	SUITE B-201	RM. 103
		L.A., CA 90035	VAN NUYS, CA 91401

REMOVE THIS STUB AND RETURN IN ENVELOPE

CITATION INFORMATION

CITATION NO.	DATE ISSUED	LOCATION	VIOLATION	TOTAL AMOUNT DUE
[redacted]	11/01/99	[redacted]	STREET SWEE	$75.00
	11/01/99		TABS	$98.00

TOTAL AMOUNT DUE $173.00

DETACH AND RETURN THIS PORTION WITH PAYMENT
MAKE CHECK PAYABLE TO: L.A. COUNTY SHERIFF'S DEPARTMENT. DO NOT SEND CASH

SAMPLE NOTICE NO. 8 SHALL PRINTED ON THE REVERSE OF THIS NOTICE

SAMPLE NOTICE NO. 4

COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL
P.O. BOX 30629
LOS ANGELES, CA 90030-0629

(800) 782-3868 (213) 629-3919

IN COLLECTION

09/01/06

[redacted]

VEHICLE MAKE:	ISU
VEHICLE LIC:	[redacted]
COLLECTION FEE:	$16.00
FINE & PENALTY:	$78.00
TOTAL DUE: -->	$94.00

Important: See information below concerning CVC Sections 40200.3, 40203.5.

GIVE THIS YOUR PROMPT ATTENTION

The County of Los Angeles Parking Enforcement Detail still has record of unpaid parking citations issued to a vehicle registered in your name. Please be advised that this matter has been escalated to our formal collection process and we will pursue this matter until payment is received in full or until the citations are otherwise resolved.

Failure to pay the amount due specified below could result in civil enforcement action which may include wage garnishment, seizure of assets, and/or negative credit reporting.

Please note: The cost of additional collection efforts has been added to the amount of the fine for the violation as provided in California Vehicle Code Sections 40200.3, 40203.5.

TO MAKE PAYMENT: Send check or money order to the address above. **DO NOT** send cash. Make payment payable to: **L. A. County Sheriff's Department.** You may also pay in person at any of the payment centers listed on the back of this notice.

Aviso. Ponga seria atencion a esta noticia. El Condado de Los Angeles espera su pago para las infracciones de estacionamiento ya delincuentes que se encuentran escritas abajo. Para más información, llame a uno de los números en este aviso.

SH021 REV 06052006 PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

CITATION NO.	DATE ISSUED	TIME	LOCATION	VIOLATION	TOTAL DUE
[redacted]	07/03/06	12:00P	[redacted]	STREET SWEEPING	$94.00
					$94.00

COUNTY OF LOS ANGELES

SAMPLE NOTICE NO. 8 SHALL PRINTED ON THE REVERSE OF THIS NOTICE

SAMPLE NOTICE NO. 5

COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL
P.O. BOX 30629
LOS ANGELES, CA 90030-0629

(800) 782-3868 (213) 629-3919

IN COLLECTION

SECOND WARNING

09/01/06

[redacted]

VEHICLE MAKE:	CHRY
VEHICLE LIC:	[redacted]
COLLECTION FEE:	$30.00
FINE & PENALTY:	$142.00
TOTAL DUE: -->	$172.00

Important: See information below concerning CVC Sections 40200.3, 40203.5.

GIVE THIS YOUR PROMPT ATTENTION

The County of Los Angeles Parking Enforcement Detail has previously advised you that you have outstanding citation(s) issued to a vehicle registered in your name. Despite our notice, you have not responded and are now eligible to have a hold placed on your annual vehicle registration renewal until this matter is resolved.

Your citations are past due. Unless you immediately satisfy the outstanding parking citations cited below, your account will be referred for additional collections activities which can include wage garnishments and property seizure.

Please note: The cost of additional collection efforts has been added to the amount of the fine for the violation as provided in California Vehicle Code Sections 40200.3, 40203.5.

For immediate resolution, remit the total amount due specified below in the enclosed envelope.

TO MAKE PAYMENT: Send check or money order to the address above. DO NOT send cash. Make payment payable to: L. A. County Sheriff's Department.

Aviso. Ponga seria atencion a esta noticia. El Condado de Los Angeles espera su pago para las infracciones de estacionamiento ya delincuentes que se encuentran escritas abajo. Para más información, llame a uno de los números en este aviso.

SH022 REV 06052006 PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

CITATION NO.	DATE ISSUED	TIME	LOCATION	VIOLATION	TOTAL DUE
[redacted]	06/11/06 06/11/06	07:51P 07:50P	[redacted]	PARKING WRONG SIDE O PARKING IN ALLEY	$86.00 $86.00 $172.00

COUNTY OF LOS ANGELES

SAMPLE NOTICE NO. 8 SHALL PRINTED ON THE REVERSE OF THIS NOTICE

COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL
P.O. BOX 30629
LOS ANGELES, CA 90030-0629
(800) 782-3868 (213) 629-3919

COLLECTION STATUS: FINAL WARNING

NOTICE DATE: 09/01/06

[redacted]

DELINQUENT ACCOUNT	
VEHICLE MAKE:	MAZD
VEHICLE LIC:	[redacted]
COLLECTION FEE:	$16.00
FINE & PENALTY:	$78.00
TOTAL DUE:	$94.00

THE FOLLOWING WARRANTS YOUR IMMEDIATE ATTENTION

Our records show you have failed to clear parking citations issued to a vehicle registered in your name. We have previously mailed you one or more Notice(s) of Delinquent Parking Violation. Be advised, due to the delinquent status of your citations any or all of the following sanctions may now be enforced:

- A CIVIL JUDGEMENT MAY BE ENTERED IN YOUR NAME (CVC 40220)
- WAGE GARNISHMENT (CVC 40220)
- SEIZURE OF PROPERTY (CVC 40220)
- STATE TAX REFUND MAY BE WITHHELD (GOVERNMENT CODES 12419.8 & 12419.10)
- ACCOUNT REFERRED TO A COLLECTION AGENCY
- A HOLD ON YOUR ANNUAL VEHICLE REGISTRATION RENEWAL
- IF YOU HAVE 5 OR MORE DELINQUENT CITATIONS, YOUR VEHICLE WILL REMAIN ELIGIBLE FOR IMPOUNDMENT (CVC 22651.7, 22651(i)).

Payment in full must be received within ten (10) days from the date of this notice in order to avoid the sanctions listed above. Return the bottom portion of this notice with the full payment in the enclosed return envelope. Make your check payable to the L.A. County Sheriff's Department. You may pay in person at any of the cashiering locations listed on the reverse side of this notice. Be advised that payment made at the DMV will not clear your record for approximately 90 days.

Under California law, if you were the legal owner of the vehicle at the time the citation(s) were issued, you are legally responsible for clearing these parking citations even if you no longer own the vehicle cited.

Aviso. Ponga seria atencion a esta noticia. El Condado de Los Angeles espera su pago para las infracciones de estacionamiento ya delincuentes que se encuentran escritas abajo. Para más información, llame a uno de los números en este aviso.

SH025 REV 06052006 *PLEASE RETURN THIS BOTTOM PORTION WITH YOUR PAYMENT*

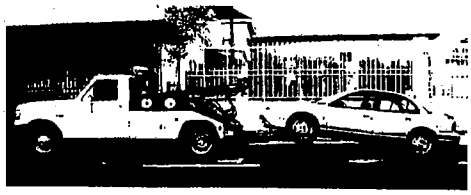
CITATION NO.	DATE	TIME	LOCATION	VIOLATION	TOTAL DUE
[redacted]	05/04/06	05:43A	[redacted]	FAILURE TO OBEY SIGN	$94.00
					$94.00

COUNTY OF LOS ANGELES

SAMPLE NOTICE NO. 8 SHALL PRINTED ON THE REVERSE OF THIS NOTICE

SAMPLE NOTICE NO. 7

COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL
P.O. BOX 30629
LOS ANGELES, CA 90030-0629



State Plate: [redacted] Date: 06/22/06

PO BOX 30629 **LOS ANGELES, CA 90030-0629** **800-782-3868** **213-629-3919**

URGENT -- YOUR VEHICLE IS ELIGIBLE FOR SEIZURE

Our records indicate that the above listed vehicle is eligible for seizure by the L.A. County Sheriff's Department due to the delinquent parking citations listed below. In order to avoid seizure, you must contact the Parking Violations Bureau to resolve these delinquent citations IMMEDIATELY.

Options for paying these citations before the vehicle is seized are provided below. However, if the vehicle is seized, you will be required to pay all delinquent parking citations, plus applicable towing and storage fees, with cash or money order. **CREDIT CARDS AND PERSONAL CHECKS WILL NOT BE ACCEPTED TO GAIN RELEASE OF A SEIZED VEHICLE.**

Please contact us immediately to resolve these obligations in order to avoid vehicle seizure and other collection actions.

Ticket Number	Date	Violation	Fine & Penalty	Previous Payment	Amount Due
[redacted]	06/15/04	STREET SWEEPING	94.00	0.00	$94.00
	06/22/04	STREET SWEEPING	94.00	0.00	$94.00
	07/12/04	STREET SWEEPING	94.00	0.00	$94.00
	07/19/04	STREET SWEEPING	94.00	0.00	$94.00
	07/27/04	STREET SWEEPING	94.00	0.00	$94.00

Total Amount Due: $470.00

PAYMENT OPTIONS

1. Payments may be made in person at any of the public service centers located on the back of this notice.
2. Send check or money order payable to the L.A. County Sheriff's Department, PO Box 30629, Los Angeles, CA 90030-0629. Write your license plate number and ticket number(s) on your check or money order. DO NOT MAIL CASH.
3. **For customer service, please call 800-782-3868 or 213-629-3919.**

SH030 REV 06/21/06 DETACH AND RETURN THIS COUPON WITH PAYMENT - **LA COUNTY SHERIFF'S DEPARTMENT** 1108Mar200606052006

DATE	VEHICLE PLATE	TOTAL AMOUNT DUE
06/22/06	[redacted]	$470.00

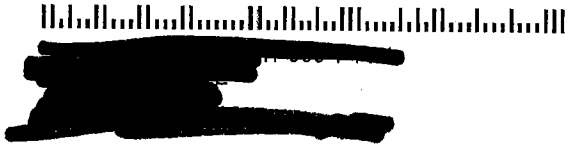
Make Check/Money Order Payable to: LA County Sheriff's Department
*****Please write the ticket number/s on your check or money order*****
DO NOT MAIL CASH

COUNTY OF LOS ANGELES
PARKING ENFORCEMENT DETAIL
PO BOX 30629
LOS ANGELES CA 90030-0629

SAMPLE NOTICE NO. 8 SHALL PRINTED ON THE REVERSE OF THIS NOTICE

COUNTY OF LOS ANGELES SH02587406 01
PARKING ENFORCEMENT DETAIL
PO BOX 30629
LOS ANGELES CA 90030-0629

RETURN SERVICE REQUESTED



ADMINISTRATIVE REVIEW REQUEST: Please explain why you feel this citation was issued in error. Please be as detailed as possible in your explanation. Attach an additional sheet of paper if necessary. The review must be requested within 14 days from the date of this notice or your option of administrative review will expire.

_____

_____

_____

DECLARATION OF NON-OWNERSHIP (OR LEASE/RENTAL)

INSTRUCTIONS: You are charged with the violation(s) described on reverse. Under California Vehicle Code, Section 41102, it is presumed that the registered owner of the vehicle was the person who parked it illegally. You were listed by DMV as the registered owner on the date of the violation(s). If you did not own the vehicle on that date, complete the declaration below and return it in the enclosed envelope.

The undersigned declares that the vehicle bearing the license number below was not owned by me on the violation date. The vehicle was: ☐ **Sold to someone else**

Name and Address of responsible party is:

Name _____ **Drivers License** _____
Street _____
City, State, Zip Code _____
Date sale or purchase was executed _____
I declare under penalty of perjury that the foregoing is true and correct

_____ **(Signature)** _____ **(Date)**

NOTE: Proof of written lease or rental agreement which includes the name, address, and driver's license number of the person to whom the vehicle is leased or rented must be submitted within 30 days of the "notice date". If all information for the declaration of non-ownership is not accurately completed and verified by the DMV, the declaration will be disregarded and you will be responsible for clearing the violation.

CERTIFICATION OF CORRECTION

SECTION VIOLATED	CERTIFYING SIGNATURE	BADGE NUMBER	AGENCY	DATE

SAMPLE CORRESPONDENCE
NO. 1

TITLE: DISABLED PARKING PRIVILEGES

WE ARE UNABLE TO REVIEW YOUR CLAIM OF DISABLED PARKING PRIVILEGES BECAUSE OF INSUFFICIENT OR INCOMPLETE DOCUMENTATION. IN ORDER FOR US TO COMPLETE THE REVIEW OF YOUR CASE, WE MUST HAVE A COPY OF EACH OF THE FOLLOWING ITEMS: 1) YOUR DISABLED PERSON PLACARD AND 2) YOUR DISABLED IDENTIFICATION CARD.

YOUR DOCUMENTATION MUST CONFIRM THAT YOU WERE ENTITLED TO DISABLED PARKING PRIVILEGES AT THE TIME THE CITATION(S) WHERE ISSUED. IF THE REGISTERED OWNER OF THE VEHICLE AND THE NAME ON THE DISABLED PLACARD DO NOT MATCH, YOU MUST ALSO SEND A STATEMENT EXPLAINING WHY. SIMPLY SUPPLYING A COPY OF YOUR PLACARD WITHOUT ALL THE ADDITIONAL REQUESTED DOCUMENTATION IS NOT SUFFICIENT.

PLEASE SEND THE REQUESTED INFORMATION OR MAKE PAYMENT WITHIN 21 CALENDAR DAYS FROM THE DATE OF THIS LETTER TO PREVENT THE ADDITION OF PENALTIES. **WRITE THE CITATION NUMBER(S) ON THE CHECK OR MONEY ORDER. * * * PLEASE DO NOT SEND CASH. * * *** UNLESS WE RECEIVE THIS INFORMATION WITHIN 21 CALENDAR DAYS FROM THE DATE OF THIS LETTER, OUR REVIEW WILL BE BASED SOLELY UPON THE DOCUMENTATION ALREADY AT HAND.

PARKING ENFORCEMENT DETAIL

CITATION NUMBER(S):

SAMPLE CORRESPONDENCE
NO. 2

TITLE: DISABLED VEHICLE

IN RESPONSE TO YOUR INQUIRY REGARDING THE CITATION (S) LISTED BELOW, IN ORDER TO INVESTIGATE YOUR CLAIM, WE WILL NEED THE FOLLOWING:

* **A SIGNED STATEMENT THAT THE VIOLATION OCCURRED BECAUSE YOUR VEHICLE WAS DISABLED**
* **PROOF OF CURRENT VEHICLE REGISTRATION**
* **A REPAIR OR TOWING RECEIPT DATED WITHIN 24 HOURS OF VIOLATION**

YOU MUST BE THE REGISTERED OWNER OF THE INVOLVED VEHICLE, THE VEHICLE MUST BE CURRENTLY REGISTERED, AND YOU MUST NOT HAVE ANY UNPAID PARKING CITATIONS DUE TO THE COUNTY OF LOS ANGELES.

PLEASE MAIL ALL DOCUMENTATION ALONG WITH A COPY OF THIS LETTER TO THE ADDRESS ABOVE, **ATTENTION: CORRESPONDENCE DEPARTMENT.** UNLESS WE RECEIVE THE REQUESTED INFORMATION WITHIN 21 CALENDAR DAYS FROM THE DATE OF THIS LETTER, OUR REVIEW WILL BE BASED SOLELY UPON THE DOCUMENTATION ALREADY AT HAND. AT THE CONCLUSION OF THIS REVIEW, YOU WILL BE NOTIFIED OF THE RESULTS IN WRITING.

PARKING ENFORCEMENT DETAIL

CITATION NUMBER(S):

SAMPLE CORRESPONDENCE
NO. 3

TITLE: 30-DAY EXTENSION

THIS LETTER IS IN RESPONSE TO YOUR INQUIRY REGARDING THE CITATION (S) LISTED BELOW. YOUR REQUEST FOR AN EXTENSION HAS BEEN APPROVED. THEREFORE, **YOUR PAYMENT MUST BE RECEIVED AT THE ABOVE ADDRESS WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS LETTER**. THIS EXTENSION BEEN GRANTED IN ORDER TO ALLOW YOU TO MAKE YOUR PAYMENT, AND IS THE ONLY EXTENSION THAT WILL BE GRANTED. FAILURE TO MAKE PAYMENT BY THE 30TH DAY WILL RESULT IN PENALTIES AND THE DEPARTMENT OF MOTOR VEHICLES WILL BE INSTRUCTED TO WITHHOLD YOUR VEHICLE REGISTRATION.

TO ENSURE PROPER CREDIT, PLEASE WRITE THE CITATION NUMBER(S) ON YOUR CHECK OR MONEY ORDER. **DO NOT SEND CASH**.

PARKING ENFORCEMENT DETAIL

CITATION NUMBER(S): PLATE:

SAMPLE CORRESPONDENCE
NO. 4

TITLE: PERMIT PARKING

THANK YOU FOR YOUR INQUIRY REGARDING THE CITATION (S) LISTED BELOW. IN ORDER TO PROPERLY REVIEW YOU CLAIM, WE WILL NEED A COPY OF THE PERMIT WHICH YOU HAVE INDICATED ENTITLES YOU TO PARK IN THE AREA WHERE YOU WERE CITED.

PLEASE MAIL ALL DOCUMENTATION ALONG WITH A COPY OF THIS LETTER TO THE ADDRESS ABOVE. MARK YOUR ENVELOPE,
"ATTENTION: CORRESPONDENCE DEPARTMENT."

UNLESS WE RECEIVE THE REQUESTED INFORMATION WITHIN 35 CALENDAR DAYS FROM THE DATE OF THIS LETTER, OUR REVIEW WILL BE BASED SOLELY UPON THE DOCUMENTATION ALREADY AT HAND.

AT THE CONCLUSION OF THIS REVIEW, YOU WILL BE NOTIFIED OF THE RESULTS IN WRITING.

PARKING ENFORCEMENT DETAIL

CITATION NUMBER(S):

SAMPLE CORRESPONDENCE
NO. 5

TITLE: DEPOSIT OF FINE PRIOR TO HEARING

WE HAVE RECEIVED YOUR REQUEST TO BE SCHEDULED FOR AN ADMINISTRATIVE HEARING REGARDING THE CITATIONS LISTED BELOW. HOWEVER, WE DID NOT RECEIVE THE REQUIRED PAYMENT IN FULL. WE ARE THEREFORE, UNABLE TO PROCESS YOUR REQUEST.

IN ORDER TO BE SCHEDULED FOR A HEARING, YOU MUST FILL OUT THIS HEARING REQUEST FORM AND ENCLOSE PAYMENT IN FULL. **PLEASE NOTE THAT PAYMENT MUST BE RECEIVED WITHIN 21 CALENDAR DAYS FROM THE DATE OF THIS LETTER OR YOU WILL FORFEIT YOUR RIGHT TO A HEARING.**

YOU MAY MAKE PAYMENT IN PERSON AT ONE OF OUR CASHIERING LOCATIONS, OR BY MAIL AT THE ADDRESS LISTED ABOVE. PLEASE WRITE YOUR CITATION NUMBER ON YOUR CHECK OR MONEY ORDER.

*** * * * DO NOT SEND CASH * * * ***

PARKING ENFORCEMENT DETAIL

CITATION NUMBER(S): PLATE:

SAMPLE CORRESPONDENCE
NO. 6

TITLE: 5204(a) EQUIPMENT VIOLATION

12:00 AM

DATE

LETTER # 184

LETTER NUMBER 484

LICENSE PLATE:

FINE AMOUNT: PAYMENTS:
PENALTY FEE: AMOUNT DUE:

THANK YOU FOR YOUR INQUIRY REGARDING THE CITATION (S) LISTED ABOVE. YOU WERE CITED FOR VIOLATION OF CALIFORNIA VEHICLE CODE 5204 (A), NO CURRENT TABS DISPLAYED. PURSUANT TO SECTION 40225 OF THE CALIFORNIA VEHICLE CODE, YOU MUST PROVIDE:

1. **PROOF OF CORRECTION AND,**
2. **PROOF THAT THE VEHICLE REGISTRATION IS CURRENT.**

UPON RECEIPT OF THIS DOCUMENT, THE FINE AMOUNT MAY BE REDUCED TO $10. TO OBTAIN PROOF OF CORRECTION, PLEASE TAKE THIS LETTER TO YOUR LOCAL SHERIFF'S STATION, OR OTHER LAW ENFORCEMENT AGENCY.

PER GOVERNMENT CODE SECTION 26746, THERE IS A $15 FEE TO INSPECT THE VEHICLE AND HAVE THE CITATION SIGNED OFF. THIS FEE IS IN ADDITION TO THE FINE AMOUNT.

UNLESS WE RECEIVE THIS LETTER, PROOF OF CORRECTION, AND PAYMENT WITHIN 21 DAYS FROM THE DATE OF THIS LETTER, OR BY THE DUE DATE ON THE NOTICE OF DELINQUENT PARKING VIOLATION, NORMAL PROCESSING OF THE CITATION (S) WILL RESUME, AND A PENALTY WILL BE APPLIED. ONCE THE PENALTY HAS BEEN APPLIED, YOU WILL BE LIABLE FOR BOTH THE PENALTY AND THE FINE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL US AT THE PHONE NUMBER LISTED ABOVE.

PARKING ENFORCEMENT DETAIL

CERTIFICATION OF CORRECTION

SEC. VIOLATED	CERTIFYING SIGNATURE	BADGE #	AGENCY	DATE
5204				

SAMPLE CORRESPONDENCE
NO. 7

TITLE: STOLEN VEHICLE

THIS LETTER IS IN RESPONSE TO YOUR INQUIRY CONCERNING PARKING CITATION (S) ISSUED DURING THE TIME YOUR VEHICLE WAS STOLEN/ EMBEZZLED. IN ORDER FOR THE CITATION(S) TO BE DISMISSED, YOU MUST PROVIDE DOCUMENTATION SUBSTANTIATING YOUR CLAIM, SUCH AS A POLICE REPORT INDICATING THE DATES THE VEHICLE WAS STOLEN/ EMBEZZLED AND RECOVERED. IF THE VEHICLE HAS NOT BEEN RECOVERED, YOU MAY SUBMIT AN INSURANCE REPORT DOCUMENTING THE DATE YOUR CLAIM WAS SETTLED.

PLEASE FORWARD YOUR DOCUMENTATION TO THE ADDRESS ABOVE, **ATTENTION: CORRESPONDENCE DEPARTMENT,** ALONG WITH A COPY OF THIS LETTER.

UNLESS WE RECEIVE THIS DOCUMENTATION WITHIN 45 CALENDAR DAYS FROM THE DATE OF THIS LETTER, THE ADMINISTRATIVE REVIEW WILL BE BASED SOLELY ON THE DOCUMENTATION AT HAND. YOU WILL STILL HAVE THE OPTION OF REQUESTING A HEARING BEFORE A HEARING OFFICER AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE RESULTS OF YOUR ADMINISTRATIVE REVIEW. THE WRITTEN NOTIFICATION WILL PROVIDE YOU WITH INFORMATION ON HOW TO REQUEST A HEARING.

PARKING ENFORCEMENT DETAIL

CITATION NUMBER(S): PLATE:

Exhibit B

Attachment C

LASD Desktop Computing Workstation Baseline

LASD DESKTOP COMPUTING WORKSTATION BASELINE
(FEB 2009)

General:
Dell Configuration - one Intel E8400 3.00 GHz dual-core CPU - 2 GB RAM - includes connections and software for dual-monitors.

Specifications:

OPTIPLEX 760
Std Desktop
Processor/Front Side Bus
“Intel Core 2 Duo E8400 (3.00GHz, 6M V.T 1333MHz FSB)
BOIS CONFIG: BOOT TO HARD DISK DR.

Operating System
Windows Vista Business w/NTFS & down grade option to XP Pro”
RAM Std 2GB DDRA2 NON.-ECC SDRAM 800 MHz (2DIMM)
DIMM Slots: 4

Hard Disk / Controller:
160 GB SATA 3.0 GB/s 8MB DataBurst
Cache 7200 RPM.
NCQ, Smart IV”

Removable Storage:
“16X DVD+/-RW/SATA Cyberlink Power DVD Video Graphics: 256 MB
ATI Radeon HD 3450 Graphics dual DVI and VGA and TV Out,
FH Sound High Def Audio Network Interface
Intel Gigabit LAN
10/100/1000 PCI Slot/ Connections
2 USB 2.0 Connections
4 Parallel Connections
1 Serial Connection
1 Stereo Line-in connection
1 Microphone-in connection
1 Stereo Audio Speaker line-out
Mouse: USB 2-button optical w/ scroll
Keyboard: USB

Minitower case

Monitor:

19” 4:3 Aspect Ratio Config
Samsung (or similar)
920BM

Viewable image: 19 inches
Analog: Yes
Digital: Yes
Aspect Ratio: 4:3
1280 x 1024 Resolution Supported: Yes
Built-in / Attachable Speakers: Yes
Audio out: NA
Viewing Angle – Horiz: 160 degrees
Viewing Angle – Vert: 160 degrees
Height Adjustable: NA
Tilt Up: 23 degrees
Tilt down: 1 degree
Swivel: +/- 90 degrees
Security Slot: Yes
VESA wall mount compliant: Yes
3-year NBD Advanced Exchange: Yes
Dot pitch (mm): 0.285
White luminance (cd/m2): 300
Contrast ratio: 1000:1
Pixel response rate (ms): 5
USB 2.0 Hub (ports): NA
Pivot capable: NA

Printer:

Printer specification shall meet or exceed HP LaserJet 4000N performance standard.

PARKING ENFORCEMENT DETAIL - STAFFING PROFILE

	Management	Administrative Staff	PCOs
Sheriff:			
HQs	2	6	0
Various Patrol Stations	0	0	59
Totals:	**2**	**6**	**59**

'Management' – Department employees that need to have complete access to all System operational features. This will be the core group of experts that will be able to train other users.

'Administrative Staff' – Department employees who are not 'Management', but will nonetheless need limited-role access for the purpose of querying and report writing.

'PCOs' – Parking Control Officers –Sheriff's parking enforcement line staff. They will be charged with the day-to-day operation of handheld computing devices and the automated license plate recognition systems (Field Equipment). They will not require System training.

Staffing levels are dynamic. Variances from the above figures should not be significant at the time of implementation.

Available Training Locations:

Sheriff's Administrative Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754

The Sheriff's STARS Center
11515 South Colima Road
Whittier, California 90604

* * *

Attachment E

LINK2GOV Interface

LINK2GOV INTERFACE

Link2Gov Interface: There will be one approved way of accessing Link2Gov payment services, via a three page passthrough API which utilizes a HTTPS post of name/value pair based information in which the user (County or Customer) is passed from the storefront application to a Link2Gov set of payment information gathering pages. An additional web service post back of transaction information may also be utilized.

Sample Pass through API

Within the HTTPS post, three fields are required and must be provided by the customer. **Fields highlighted in yellow require the entry of instructional values by the customer.**

Required Information		
Link2Gov Field	**Description**	**Customer Required Information**
MerchantAmount	Dollar amount of transaction.	
ReturnURL	The URL address to direct the user to after the payment is completed and the receipt page is displayed.	
UserPart1	A unique identifier for the transaction that has meaning to the system sending the information. Examples include an account number, a driver's license number, etc. This element is stored in User Part 1. The unique identifier may be a combination of User Part 1, User Part 2, etc., but limiting the unique identifier to one element is preferred. Format should be designated.	

Additional required, conditional, and optional fields are available. These fields can be utilized at the customer's discretion and used to store additional data for reporting analysis and data collection.

Exhibit C

PRICE SHEET

Parking Citation Processing Services (PCPS)

PARKING CITATION PROCESSING SERVICES (PCPS)

EXHIBIT C
PRICE SHEET

County shall pay to Contractor the fixed-rate, per-citation processing fees, equipment usage fees, and one-time implementation costs set forth below for providing the Parking Citation Processing Services as set forth in the Agreement.

I. PER-CITATION PROCESSING COST

YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	6-MONTH OPTION
$1.34	$1.34	$1.36	$1.36	$1.38	$1.38

II. EQUIPMENT USAGE

IIa. Desktop Computing Systems (inclusive of CPUs, Monitors, Laser Printers)

The following rates are per month, per system provided.

AGREEMENT YEAR	1-2 SYSTEMS	3-4 SYSTEMS	5-8 SYSTEMS
1	$ 24	$ 21	$ 19
2	$24.42	$21.37	$19.33
3	$24.85	$21.74	$19.67
Option Year 1	$25.28	$22.12	$20.02
Option Year 2	$25.72	$22.51	$20.37
6 Month Extension	$26.17	$22.90	$20.72

Initial

IIb. Handheld Ticket-Writer Computers

The following rates are per month, per device provided.

AGREEMENT YEAR	1-10 DEVICES	11-20 DEVICES	21-30 DEVICES	31-40 DEVICES
1	$ 82	$ 81	$ 80	$ 79
2	$83.44	$82.42	$81.40	$80.38
3	$84.90	$83.86	$82.82	$81.79
Option Year 1	$86.38	$85.33	$84.27	$83.22
Option Year 2	$87.89	$86.82	$85.75	$84.68
6 Month Extension	$89.43	$88.34	$87.25	$86.16

Initial

IIc. Automated License Plate Recognition (ALPR) Systems

The following rates are per month, per device provided.

AGREEMENT YEAR	1-3 DEVICES	4-6 DEVICES	7-10 DEVICES	11-15 DEVICES	16-20 DEVICES
1	$ 373	$ 337	$ 312	$ 293	$ 275
2	$379.53	$342.90	$317.46	$298.13	$279.81
3	$386.17	$348.90	$323.02	$303.34	$284.71
Option Year 1	$392.93	$355.00	$328.67	$308.65	$289.69
Option Year 2	$399.80	$361.22	$334.42	$314.05	$294.76
6 month	$406.80	$367.54	$340.27	$319.55	$299.92

Initial

III. ONE-TIME IMPLEMENTATION COSTS

The one-time cost information in this section to install and/or provide the IVR subsystem and Pay-by-Web website, and to configure and install /provide the ALPR, as described in the SOW and in Attachment A, County's Functional Business Requirements, to the SOW is as follows:

PRICE COMPONENT	ONE-TIME PRICE
IVR subsystem	$ 0
Pay-by-Web Website	$ 0
ALPR law-enforcement package configuration	$ 0
TOTAL AMOUNT	$ 0

CONTRACTOR ACKNOWLEDGEMENT

Contractor acknowledges that the costs represented in this Exhibit C as ALL INCLUSIVE. County shall not pay for any taxes, special fees*, surcharges, document processing charges, PCPS help and support functions, Contractor's equipment and software purchasing costs, Contractor's software and equipment maintenance costs, Contractor's training costs, and/or any other costs not represented in this Exhibit C.

*ACS's special collection fee of 30% (as defined in the SOW) shall be passed to the customer (citation holder, or 'violator').

Contractor's representative authorized to bind Contractor to the fees represented herein is:

(PRINT NAME) Mark J. Talbot TITLE Vice President

Signed

Date 12/31/09

EXHIBIT D

TECHNICAL EXHIBITS

Parking Citation Processing Services (PCPS)

EXHIBIT D
TECHNICAL EXHIBITS

TABLE OF CONTENTS

Attachments Page

D.1 CONTRACT PERFORMANCE DISCREPANCY REPORT.....1

D.2 PERFORMANCE REQUIREMENTS SUMMARY CHART.....2

Exhibit D.1

CONTRACT PERFORMANCE DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: **Prepared by County:** _____ **Received by Contractor:** _____

Returned by Contractor: _____ **Action Completed:** _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Exhibit D.2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
SOW: Section 3.0 (Program Implementation)	Contractor shall deliver PCD within 10 days of contract Effective Date (*if applicable*).	Inspection & Observation
SOW: Section 3.0 (Program Implementation)	Contractor shall deliver Training Plan within 10 days of contract Effective Date (*if applicable*).	Inspection & Observation
SOW : Paragraph 6.9	Contractor shall provide clearly readable facsimiles of all citations within seven (7) days of a request from County Program Director.	Inspection & Observation
SOW : Paragraph 6.10	Contractor shall scan all handwritten citations to the System within two (2) business days of receipt.	Inspection & Observation
SOW : Paragraph 6.11	Contractor shall process data-entry correction, with revisions, within three (3) business days	Inspection & Observation
SOW : Subparagraph 7.3.4	Contractor shall provide additional Notices and/or Correspondences, and textual changes to such documents, when requested by LASD, must be available for use within seven (7) business days of such request.	Inspection & Observation

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SOW : Subparagraph 11.1.1	Contractor shall release vehicle registration 'Holds' via on-line, real-time transmission to DMV, within 24 hours of disposition of the citation, or upon request of LASD.	Inspection & Observation
SOW : Subparagraph 11.6.6	Contractor shall ensure that the IVR component of the telephone system is accessible 24 hours per day, 7 days per week.	Inspection & Observation
SOW : Subparagraph 11.7.5	Contractor shall ensure that the website is accessible 24 hours per day, 7 days per week.	Inspection & Observation
SOW : Subparagraph 12.3.1	Contractor shall provide County with written reconciliation control procedures to the County's Program Director for review and approval within 15 days of Contract execution.	Inspection & Observation
SOW : Paragraph 14.8	Contractor's Program Manager and/or alternate shall be replaced within thirty (30) days when, as determined by County's Program Director, either individual fails to perform effectively.	Inspection & Observation
SOW : Paragraph 16.1	Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) plan. Contractor shall submit the Q.C. Plan to the County Project Manager within 15 business days after contract award.	Inspection & Observation

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SOW : Section 17.0	Contractor shall submit the Q.A. plan to the County Project Manager within 15 business days after contract award.	Inspection & Observation

EXHIBIT E

INVOICE DISCREPANCY REPORT

Parking Citation Processing Services (PCPS)

EXHIBIT E

INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Program Director

   Today's Date:_____

   Contractor:_____._____

   Phone Number:_____

   Date of Subject Invoice: _____

   Description of Issues with Subject Invoice:

   _____

   _____

   _____

   Signed: _____ Date: _____
   County Program Manager (CPM)

2. **REVIEWED**:

   Signed: _____ Date: _____
   County Program Director (CPD)

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Program Director)

   Date received from CPD: _____

   Explanation regarding Issues with Subject Invoice: _____

   _____

   _____

   Corrective Action Taken: _____

   _____

   _____

   Signed:_____ Date:_____
   Contractor Program Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

   _____

   _____

   _____

5. **Approved by COUNTY**:
   _____ Date: _____

   _____ Date: _____

6. **Contractor Notified on**_____ (Date)

INSTRUCTIONS
CPM : Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

Copy Department [Master Contract File]

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

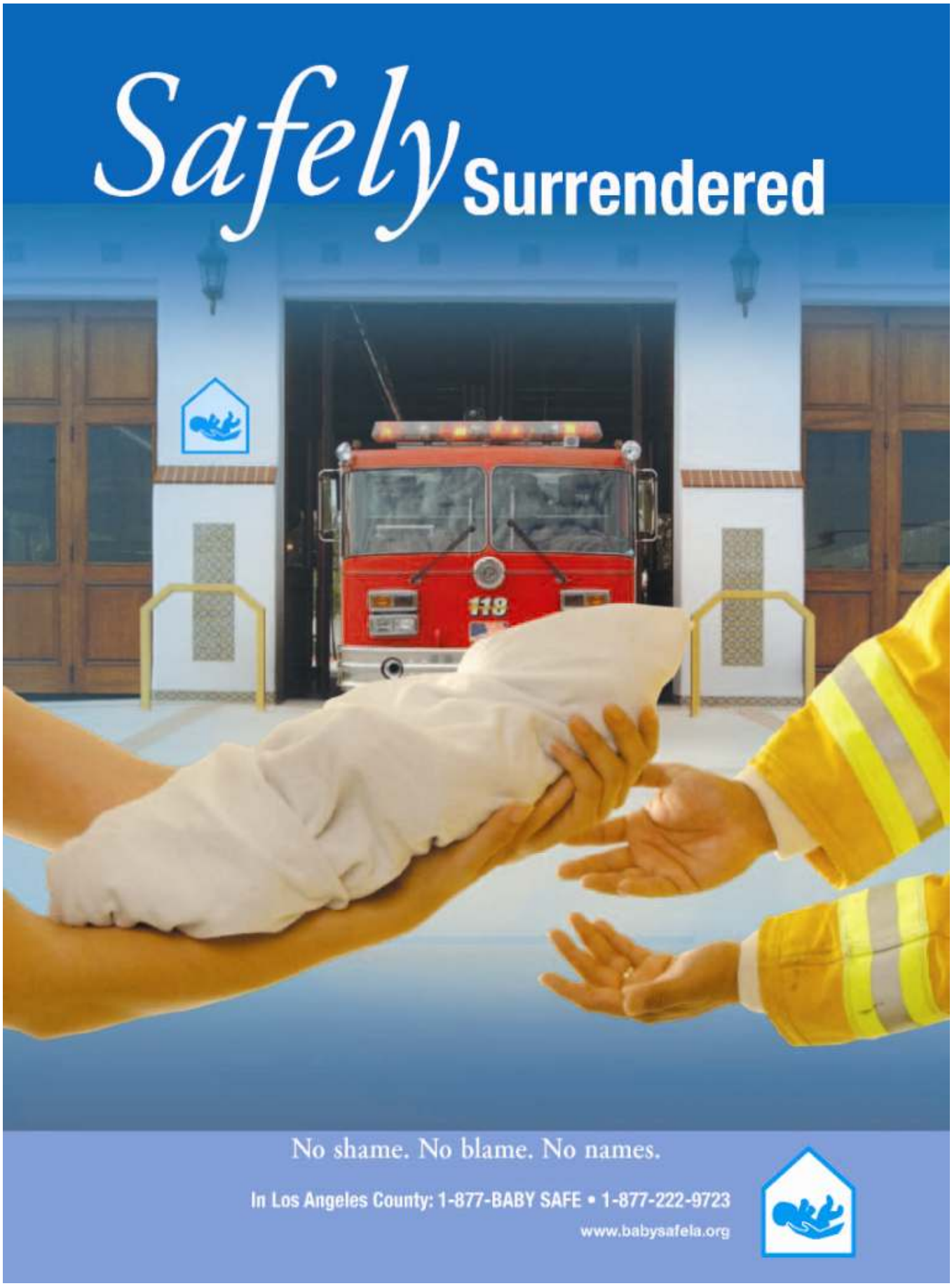
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

CONTRACTOR'S EEO CERTIFICATION

ACS STATE AND LOCAL SOLUTIONS
Contractor Name

12410 Milestone Center Drive, Germantown, Maryland 20876
Address

13-1996647
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(✓)	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	( )
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective Action, to include establishment of goal and/or timetables.	(✓)	( )

Mark J. Telbizoff VP
Authorized Official's Printed Name and Title

10/2/09
Authorized Official's Signature

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME **ACS State and Local Solutions, Inc.** Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health and criminal records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 11/02/09

PRINTED NAME: Mark J. Talbot

POSITION: VP

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name **ACS State and Local Solutions, Inc.** Contract No._____

Employee Name Mark J. Talbot

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health and criminal records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 11/02/09

PRINTED NAME: Mark J. Talbot

POSITION: VP

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name **ACS State and Local Solutions, Inc.** Contract No._____

Non-Employee Name Alton Shaw

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health and criminal records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Alton C DATE: 11/09/09

PRINTED NAME: Alton W Shaw

POSITION: Vice President

EXHIBIT H5

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: ACS State and Local Solutions, Inc.		
Company Address: 12410 Milestone Center Drive		
City: Germantown	State: Maryland	Zip Code: 20876
Telephone Number: 213-439-6211 Email address: ann.muenster-nuiry@acs-inc.com		
Solicitation/Contract For Parking Citation Processing Services: 334SH		

Contractor certifies that:

☑ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ Contractor is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Mark J. Talbot	Title:	Vice President
Signature:	[signature]	Date:	11/02/09

Date: _____

EXHIBIT I

Project Control Document (PCD)

Exhibit J

Defaulted Property Tax Reduction Program

Title 2 ADMINISTRATION
Chapter 2.206.010 through 2.206.080
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

CIO ANALYSIS

AGREEMENT FOR PARKING CITATION PROCESSING SERVICES WITH ACS STATE AND LOCAL SOLUTIONS

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 3 Yrs # of Options Two 1-yr terms and one 6-month term

Contract Components:
☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Sharon Billbrey, Manager, Parking Enforcement Detail

Budget Information :

Y-T-D Contract Expenditures	N/A
Requested Contract Amount	N/A
Aggregate Contract Amount	N/A

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☐	☒	Is this project subvented? If yes, what percentage is offset? The processing costs for parking will be 100% recovered from the parking citation fines and penalties. There is no Net County Cost required to fund this Agreement.
☒	☐	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? Under this Agreement, all electronic payments (online and via Interactive Voice Recording) will be performed using an interface with the County's standard, Link2Gov, for electronic payments.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan? The services provided under this Amendment will assist the Sheriff's Department in implementing a community-based web-site in support of the County's Strategic Goal 1 – Operational Effectiveness.

Yes	No	Question
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan? This project was identified in the Sheriff's FY 2008-09 Business Automation Plan.
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The Agreement complies with the IT Directions document by utilizing web-based enterprise solutions to meet department needs.
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards? Under the Agreement, ACS will utilize the County's standard for online payments, Link2Gov.
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Sheriff's Department (Sheriff) is seeking Board approval for an Agreement with ACS State and Local Solutions (Agreement) to perform Parking Citation Processing Services.

Background:

The Sheriff's current Agreement with ACS State and Local Solutions (ACS) for Parking Citation Processing Services (PCPS) is set to expire on February 11, 2010. In anticipation of the expiration of this Agreement, the Sheriff issued a Request for Proposal (RFP) for PCPS in April 2009. Included in the RFP was a requirement to utilize the County standard, Link2Gov, for electronic credit card payments. ACS was selected as the most qualified to meet the Sheriff's business requirements among four proposals received from the RFP.

Project Justification/Benefits:

Approval of this Agreement will allow ACS to provide parking citation processing services to the Sheriff for the County's unincorporated areas. The Agreement provides the following benefits to the County:

- All fees due to ACS will be recovered from the revenue generated from parking citation fines and penalties. The Sheriff estimates approximately $8 million is generated annually from parking citations.

- The Sheriff does not have to incur ongoing staffing and operations cost for processing parking citations.

- PCPS will utilize the County's standard (Link2Gov) for processing all electronic payments thereby recovering all associated costs based on County approved convenience and processing fees.

Project Metrics

The Statement of Work includes clearly defined deliverables and service levels for processing parking citations. All payments collected will be transmitted to County and all associated fees due to ACS are subject to review and approval by the Sheriff's Parking Enforcement Detail.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

The Sheriff is authorized by the State of California to collect fees for parking violations within the unincorporated areas of the County. As such, there will be significant service disruptions to processing parking citations if this Agreement is not approved.

Alternatives Considered:

ACS was selected as the most qualified vendor to meet the Sheriff's business requirements from four proposals received from a competitive RFP solicitation administered by the Internal Services Department.

Project Risks:

There are minimal risks associated with this project since ACS is the incumbent vendor with well established processes and supporting systems providing parking citation processing services to the Sheriff since November 2002.

Risk Mitigation Measures:

The Agreement has been reviewed by the Chief Executive Office's Risk Management Branch and includes service credits for not meeting service level performance requirements and liquidated damages for non-performance.

Financial Analysis:

No Net County Cost will be incurred as a result of this Agreement. All costs due to the Contractor and processing of electronic payments will be recovered from the parking fines and County approved convenience fees.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: December 27, 2009

Prepared by: Peter Loo

Date: January 4, 2010

Approved: Thomas Melendez

Date: 1/5/2010