



Sean Rogan
Executive Director

COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

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Commissioners

October 03, 2017

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE AGREEMENT FOR COURT ADMINISTRATION SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends approval of a three-year agreement (Agreement), with two optional one-year extensions, between the Community Development Commission (Commission) and the Superior Court of California, County of Los Angeles (Court) for court administration services. This Agreement will allow the Commission, through its Traffic Administration Services Program (TAS), to continue providing administration services related to the Court's traffic infraction caseload for up to five years, based on funding availability.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director or his designee to execute, amend, and if necessary, terminate a three-year Agreement between the Commission and the Court for court administration services, to be effective upon execution by all parties.
2. Authorize the Executive Director or his designee to extend the term of the Agreement for up to two additional years in one-year increments, and to execute any other amendments or related documents pursuant to the Agreement, following approval as to form by County Counsel.
3. Authorize the Commission to incorporate up to \$2,450,607 into the Commission's Fiscal Year 2017-2018 approved budget, pursuant to the Agreement.
4. Find that approval of the Agreement between the Commission and the Court, as described herein, is not subject to the provisions of the California Environmental Quality Act (CEQA) because it

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2-D October 3, 2017

LORI GLASGOW
EXECUTIVE OFFICER

will not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1997, the Commission has partnered with the Court on programs to enhance Court customer service throughout the County. From 1997 through 2012, the Commission's TAS (formerly known as the Traffic Violator School Monitoring Program, or TVSM) monitored classroom-based and home study traffic schools on behalf of the Court, and provided a number of related administrative services.

In September 2010, Assembly Bill 2499 was signed into law, transferring traffic violator school oversight authority from the Court to the California Department of Motor Vehicles (DMV). Under AB 2499, the Court's authority to monitor classroom-based traffic violator schools ended on September 1, 2011; and the Court's authority to monitor home study traffic school programs transferred to the DMV on December 31, 2012.

Section 11205.2 of the California Vehicle Code, as modified by AB 2499, preserved the Court's authority to contract with third-parties to provide services related to administration of the court's traffic infraction caseload.

On October 15, 2012, your Board approved a three-year Agreement (with two optional one-year extensions) between the Court and the Commission through which the Commission would continue to provide administrative services on behalf of the Court. These services include, but are not limited to, staffing and managing Traffic Court Specialist staff at several courthouses to provide public counter services to Court customers; the printing and distribution of classroom traffic violator school lists pursuant to Section 11205 (b) of the California Vehicle Code; providing traffic school information for the Court's customers who contact TAS Alhambra Office staff; and assisting Court customers, the Court and individual traffic schools in resolving traffic school completion certificate issues.

The current Commission/Court Agreement, as described above, ends on October 14, 2017. The Court seeks to contract with the Commission to continue providing those services beyond the current Agreement's end date.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund.

The Commission will be fully reimbursed for all costs associated with the provision of the services under the Agreement. The Court will collect fees from each traffic violator who elects to attend traffic violator school. These proceeds will be transferred to the Commission and held in a Traffic Violator Administration Special Fund. The Commission will maintain the Special Fund and account for all expenditures and revenues of the program.

Compensation for the Commission to oversee all court administrative functions in the subsequent fiscal years will be approximately \$2,450,607 per year. These funds will be included in the Commission's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement between the Court and the Commission has been reviewed by Commission Risk

Management and County Counsel, and is attached in substantially final form. The Agreement will be effective upon Board approval and execution by all parties, for a term of three years, with two optional one-year extensions.

Additionally, the Court has agreed to accept a mutual indemnification provision in this Agreement. Commission Risk Management believes that the risks and potential liabilities to the Commission are limited, because Commission staff will be responsible for the day to day operations to provide traffic violator administration services on behalf of the Court. Based on this analysis, the Commission believes the risks are acceptable with respect to the benefits from the proposed Agreement with the Court.

ENVIRONMENTAL DOCUMENTATION

This action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will allow the Commission's TAS to continue providing its high level of consumer protection and customer service to the Court and to the communities in the County.

Respectfully submitted,



SEAN ROGAN

Executive Director

SR:jp

Enclosures

AGREEMENT BETWEEN THE
COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES, AND THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES,
FOR TRAFFIC COURT ADMINISTRATION SERVICES

This Agreement for Traffic Court Administration Services (Agreement) is made by and among the Community Development Commission of the County of Los Angeles (“Commission”) and the Superior Court of California, County of Los Angeles (Court).

WITNESSETH THAT:

WHEREAS, California Vehicle Code (CVC) section 11205.2, subdivision (a) and (b) contemplates that the Court may under contract use a public or private nonprofit agency, identified as a Traffic Assistance Program (TAP), to assist the Court in performing services related to the processing of traffic violators; and

WHEREAS, CVC section 11205.2, subdivision (b) “services” means those services relating to the processing of traffic infraction cases at, and for, the Court, including printing and providing to the Court and traffic violators hard copy county-specific lists printed from the California Department of Motor Vehicles’ (DMV) Internet Web site, administratively assisting traffic violators, and any other lawful activity relating to the administration of the Court’s traffic infraction caseload; and

WHEREAS, CVC section 11205.2, subdivision (c) permits the Court to charge a traffic violator a fee to defray the costs incurred by a TAP for traffic court administration services provided to the Court; and

WHEREAS, CVC section 11205.2, subdivision (c) indicates the fees to be approved and regulated by the Court and shall not exceed the actual cost incurred by the TAP; and

WHEREAS, CVC section 11205.2, subdivision (c) indicates the Court may delegate collection of the fee to the TAP and therefore the Court will merely act as a pass-through for the fees collected and transmit the fees to the TAP; and

WHEREAS, the parties above wish to ensure that the Commission and the Court each receive the funds collected to defray the annual costs of traffic court administration to the maximum extent permissible under law.

NOW THEREFORE, in consideration of the mutual undertakings herein, the parties agree as follows:

1.0 TERM

This Agreement shall become effective on October 15, 2017 or upon execution by all parties, whichever occurs later. The Agreement shall be effective for a term of three years, and may be extended for up to two additional and successive

one-year terms with mutual agreement from both the Court and the Commission, upon execution of an Amendment, as specified in Section 20.0 Amendments.

2.0 CONTRACT ADMINISTRATOR

The Contract Administrator shall be the Executive Officer/Clerk of the Court, or his or her designee. Any designation of all or part of the responsibilities of the Contract Administrator shall be in writing and shall be sent to the Commission Contract Representative. Communications to the Contract Administrator shall be sent to the Executive Officer/Clerk, Superior Court of California, County of Los Angeles, Room 105E, 111 N. Hill Street, Los Angeles, California 90012. The Contract Administrator, or his or her designee, shall have full authority to act for and on behalf of the Court with regard to this Agreement.

3.0 CONTRACT REPRESENTATIVES

3.1 Court Contract Representative. The Court Contract Representative shall be the Senior Administrator of the Metropolitan Courthouse or his or her designee. Any designation of all or part of the responsibilities of the Court's Contract Representative shall be in writing and shall be sent to the Contract Administrator and the Commission's Contract Representative. Communications to the Court's Contract Representative shall be sent to the Senior Administrator, Traffic Division, Superior Court of California, County of Los Angeles, 1945 South Hill St. Los Angeles, CA 90007. The Court Contract Representative shall have full authority to act for and on behalf of the Court with regard to this Agreement.

The Court Contract Representative shall have overall responsibility for managing the Agreement and the work to be performed by the Commission and ensuring the objectives of the Agreement are met; and provide instruction to the Commission's Contract Representative regarding clerical staff facility assignments in accordance with Schedule A, Section 5, Traffic Court Administration Services.

3.2 Commission Contract Representative. The Commission Contract Representative shall be the Executive Director of the Community Development Commission of the County of Los Angeles, or his or her designee. Any designation of all or part of the responsibilities of the Commission Contract Representative shall be in writing and shall be sent to the Contract Administrator. Communications to the Commission Contract Representative shall be sent to the Executive Director of the Community Development Commission, 700 West Main Street, Alhambra, CA 91801. The Commission's Contract Representative shall have full authority to act for and on behalf of the Commission with regard to this Agreement.

4.0 PROGRAM FUNDING

4.1 Traffic Administration Services Special Program Fund. Pursuant to CVC section 11205.2 (c) the Court shall collect from traffic violators –

ordered by the Court to complete a traffic violator school pursuant to subdivision (a) or (b) of Section 42005 of the CVC – a fee to defray the costs incurred by the Commission for traffic court administration services provided to the Court; and for the purpose of administrative convenience and with the ability to delegate the collection of the fee to the Commission, the Court shall act as a pass-through for the fees collected and transmit the total fees collected to the Commission on a monthly basis to be held in a Traffic Administration Services Special Program Fund (Special Fund). The Commission shall retain said fees in the Special Fund that it shall maintain and account for all expenditures and revenues of the program. In the event that there is an unexpended balance remaining in the Court's Traffic School Monitoring Special Fund (Account #S4N) upon execution of this Agreement, the Court shall wire transfer or issue a check warrant to the Commission equivalent to the unexpended balance to be deposited into the Commission's Special Fund for the sole purpose of defraying the cost of traffic violator administration services provided by the Commission as set forth in this Agreement.

- 4.2 **Traffic Administration Fee.** Pursuant to CVC section 11205.2, subdivision (c), the Court shall approve, charge, regulate, and deposit the Traffic Administration Fee in accordance with applicable law. The proceeds from such fee shall be transferred from the Court to the Commission's Special Fund on a monthly basis by a wire transfer or check warrant entitled Clerk's Requisition for Distribution of Funds (CRDF) on the line identified as Special Districts/Agencies Commission Traffic Violator Administration Fee. The Commission will deposit the funds into the Special Fund that shall defray the cost of traffic court administration services provided by the Commission as set forth in this Agreement, and for such other purposes for which the monies in the Special Fund may lawfully be expended.

5.0 **COMPENSATION AND METHOD OF PAYMENT**

- 5.1 **Commission's Compensation.** The Commission shall defray the actual costs of performing traffic court administration services described at the rates and for the items as set forth in Schedule A attached hereto, as that Schedule may be amended from time to time. The Commission shall record and account for actual expenditures and revenues in the Special Fund. The Commission shall maintain a system of recordkeeping that will allow the Commission to provide detailed accounting and appropriate reports to the Contract Administrator quarterly, by the 20th business day following the end of the quarter, to account for all allowable expenditures and revenues.
- 5.2 **Annual Reimbursement.** Except as set forth in subparagraph 5.5, and unless the Contract Administrator and the Commission Contract Representative mutually agree to programmatic changes that increase the program costs by a dated and signed amendment to this Agreement, the Commission shall defray the full cost of services provided up to the amounts set forth in Schedule A.

- 5.3 **One-Time Costs.** To the extent that the Contract Administrator determines there are or will be sufficient funds generated from Traffic Administration Fees collected by the Court, the Contract Administrator may mutually agree with the Commission Contract Representative with regard to the Commission's operations to authorize the expenditure of one-time operating costs.

Any such requests for authorization of one-time purchases shall not exceed 1% of the full cost of services set forth in Schedule A, must be in writing, signed and dated by the appropriate Contract Representatives and must be submitted to the Contract Administrator ninety (90) days prior to the start of the new fiscal year.

The Contract Administrator, if he or she determines in his or her discretion that there are sufficient monies in the Special Fund to prudently authorize approval of the documented need for one-time program costs shall provide written notification of the amount authorized. In making any such determination, the Contract Administrator and Commission Contract Representative shall mutually consider anticipated future receipts and needs, and conclude that authorized reimbursements for one-time costs will not unreasonably interfere with the ability of the Commission to cover future costs from the Special Fund.

The Contract Administrator shall respond to all requests for one-time funding in writing. The Commission Contract Representative shall acknowledge and sign the Court's written notification and, if funding is provided, this Agreement shall be amended to reflect such one-time funding.

- 5.4 **Court Compensation.** The Commission shall reimburse the Court for the use of Court resources to support the traffic violator administration services provided by the Commission in Court locations as described at the rates and for the items as set forth in Schedule B attached hereto, as that Schedule may be amended from time to time.

If there are any other reasonable and necessary costs that are not specified in Schedule B, the Court shall notify the Commission in writing. If the Contract Administrator and Commission Contract Representative mutually agree in writing that the costs are appropriate and on-going, then the costs will be added to the quarterly invoices submitted to the Commission. The Court shall submit detailed invoices to the Commission on a quarterly basis. Payment shall be made by the Commission within thirty (30) days following receipt and approval of the claim for reimbursement. Payment shall be mailed to: Superior Court of California, County of Los Angeles, Revenue Management, 111 N. Hill Street, Room 119-A, Los Angeles, CA 90012.

- 5.5 **Past Unreimbursed or Defrayed Costs.** At the end of each fiscal year

ending June 30, if the Contract Administrator and Commission Contract Representative mutually determine in their discretion that there are sufficient monies in the Special Fund to prudently authorize reimbursement of documented past costs, which have not previously been reimbursed because of lack of sufficient funds, may authorize such reimbursement of documented past costs. In making any such determination, the Contract Administrator and Commission Contract Representative shall consider anticipated future receipts and needs, and conclude that authorized reimbursements for past costs will not unreasonably interfere with the ability of the Commission to defray future costs from the Special Fund.

6.0 COMMISSION STAFF

- 6.1 **Approval of Commission's Staff.** The Commission shall have all responsibility for managing its staff including any disciplinary actions that may arise from their staff working inside a Court facility. The Commission will work with the Court to ensure proper selections are made for Commission's staff performing work hereunder and any proposed changes in the Commission's staff.
- 6.2 **Commission's Staff Identification.** All Commission employees assigned to Court facilities are required to have a Commission identification (ID) badge on their person and visible at all times. The Commission bears all responsibility for the procurement, issuance, revocation and management of Commission ID badges.
- 6.2.1 The Commission shall provide all staff assigned to this Agreement with a photo identification badge in accordance with Commission specifications. The format and content of the badge is subject to the Court's approval prior to the Commission implementing the use of the badge. The Commission's staff, while on duty or when entering a Court facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 6.2.2 The Commission shall notify the Court Contract Representative within one business day when staff is terminated from working under this Agreement. The Commission is responsible to retrieve and immediately destroy the staff's Commission photo identification badge at the time of removal from their job.
- 6.3 **Background and Security Investigations.** Each of the Commission's staff performing services under this Agreement, who is in a designated sensitive position, as determined by the Court in the Court's sole discretion, shall undergo and pass a background investigation conducted by the Commission to the satisfaction of the Court as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background

investigation shall be at the expense of the Commission, regardless if the member of the Commission's staff passes or fails the background investigation.

- 6.4 **Deputy Clerk.** Each of the Commission's staff performing services in a Court facility under this Agreement must be formally appointed as a deputy to have access to the Court's databases and perform clerical work that is similar to that of a Court employee. The appointee must have attained the age of 18 and be a United States citizen. The Appointment of Deputy form and oath must be signed personally by an authorized principal of the Court. The appointee will take an oath to be performed by a qualified officer of the Court. The Court shall file the completed Appointment of Deputy Form and Oath with the Los Angeles County Registrar-Recorder/County Clerk. The Court shall also be responsible for the revocation of the appointment of Commission staff that has been terminated and/or no longer performs services in a Court location under this Agreement.

Deputized Commission staff shall be required to follow the same cash handling and other policy and procedures as deputized Court staff.

7.0 COURT RESPONSIBILITIES

- 7.1. Approve, charge, regulate, and collect the Traffic Administration Fee from persons opting to attend a DMV-approved traffic violator school course, in accordance with applicable law. A wire transfer or check warrant shall be issued to the Commission for the proceeds from such fee and shall be deposited by the Commission into the Special Fund. The funds shall be transferred on a monthly basis through a wire transfer or check warrant entitled Clerk's Requisition for Distribution of Funds (CRDF) on the line identified as Special Districts/Agencies Commission Traffic Violator Administration Fee. The Traffic Administration Fee deposited into the Special Fund shall defray the cost of traffic court administration services provided by the Commission as set forth in this Agreement, and for such other purposes for which the monies in the Special Fund may lawfully be expended.
- 7.2. Provide direction to Commission and the Commission's Traffic Administration Services Unit (TAS) in areas related to Court policy, information requirements and procedural requirements.
- 7.3. Provide initial orientation and training to Commission employees assigned to court locations. This includes ensuring that Commission staff are deputized and the oath is performed and the Appointment of Deputy form is authorized and filed with the Los Angeles County Registrar-Recorder/County Clerk. The Court shall also be responsible for the revocation of the appointment of Commission staff that has been terminated and/or no longer performs services in a Court location under this Agreement.

- 7.4. Provide Commission staff with work areas, telephone lines, computer and computer peripheral equipment necessary to perform work at Court locations. In order to prevent computer- and network-related problems such as viruses, the Court will NOT allow any non-Court-owned computers and peripherals – including those owned by the Commission or Commission staff – to be connected the Court's networks.
- 7.5 Provide back-up support for Commission staff for lunch or breaks and as needed for employees out sick on an as needed basis.
- 7.6 Permit Commission's employees access to Court lunch rooms and restrooms where available.
- 7.7 Allow Commission employees the same parking options as Court employees at the specific Court locations, subject to availability.
- 7.8. Provide necessary access and training to Court systems, including but not limited to the Court's Case Management System(s), the Court's Financial System(s) and California Department of Motor Vehicles (DMV).
- 7.9. Provide Court resources, for the purpose of administrative convenience, to support the traffic court administration services provided by the Commission in Court locations, as described at the rates and for the items as set forth in Schedule B.
- 7.10 Provide the Commission with a unique Court unit code, to be used by Commission staff assigned to Court locations, to order office supplies and court forms from the Court's Central Stockroom. The costs charged to this unique unit code, by Commission staff, shall be included on the Court's quarterly invoice to the Commission. Any office supply and/or form needs that are not available through the Court's Central Stockroom will be addressed/ordered by, and through, the Commission's regular process for ordering supplies.
- 7.11 Provide Cash Handling training and instruction on the Court's internal control procedures.
- 7.12. Assign Commission staff designated as a cashier a revolving fund known as a "bank" to be used by Commission employees in making change. Court will also provide appropriate money bags for safekeeping of banks/daily collections. Court shall immediately notify the Commission Supervisor, assigned to the Court region, of any shortages and/or variances. The Court shall request reimbursement for shortages via the quarterly invoice submitted to the Commission.
- 7.13. Accept the Commission employee's balanced daily collections and combine with the overall Court collections for armored car pickup (performed by Court bookkeeper).

- 7.14 Perform periodic internal cash control audits in accordance with Court policies and procedures.
- 7.15. Refer traffic violators to either (1) the Court's printed Traffic Violator School Classroom Location List (herein after referred to as "List") which lists both DMV-licensed traffic violator schools – as displayed on the Department of Motor Vehicles' (DMV) Occupational Licensing Status Information System (OLSIS) website; (2) the Commission's website for traffic violators, <http://www.latrafficschoolinfo.com> (herein after referred to as the "TAS Website"), where customers can access/download an electronic copy of the List; (3) the Court's website, www.lacourt.org (herein after referred to as "Court Website"); or (3) the DMV's OLSIS website for schools in other counties.

8.0 COMMISSION RESPONSIBILITIES

- 8.1. Provide the Court with a printed hardcopy of the DMV's approved traffic school list once every 60 days for distribution to traffic violators at the courthouses, in accordance with Section 11205, subdivision (b) of the California Vehicle Code.
- 8.2. Advise Court Contract Representative at a minimum of three (3) business days before terminating or suspending any Commission clerical staff assigned to work at a Court location.
- 8.3. Assign staff to be available at the Commission/TAS business office, from Monday through Friday from 8:00 A.M. to 5:00 P.M., excluding County-observed holidays, to handle customer service inquiries received via the Internet, mail and (800) 555-4452 toll free number.
- 8.4. Assign staff to provide assistance to customers who contact the Commission/TAS with questions or concerns beyond the general traffic school information. Whenever necessary, the assigned staff shall contact students, Court and/or traffic violator schools to gather additional information regarding a traffic school/traffic court issue, and shall determine if a consumer has a reportable complaint that can be handled by TAS, or if the issue needs to be routed to the DMV or the Court for appropriate resolution.
- 8.5. Design, maintain and make available the TAS Website to provide customers updated information regarding the traffic violator school program; including, but not limited to traffic school eligibility, traffic school listings, Court information, and useful links to information hosted by other pertinent agencies (i.e. DMV OLSIS).
- 8.6. Assign a minimum of sixteen (16) full-time clerical staff, which includes three (3) regional coordinators at various Court locations, pursuant to Schedule A, Section 5 to assist in services relating to the processing of traffic infraction cases at, and for, the Court. The regional coordinators will provide oversight, monitor performance and provide support to the clerical

staff. Commission staff shall be responsible for the types of assignments, including, but not limited to, those listed on Schedule A, Section 5. The Commission will be responsible for managing its staff including any disciplinary actions that may arise from their staff working inside a Court facility. Staff assigned to court locations shall be available from Monday through Friday from 8:00 A.M. to 5:00 P.M., excluding Court-observed holidays.

- 8.7. Ensure that Commission employees assigned to Court locations follow the same cash handling and other procedures as court employees (i.e., internal controls such as not co-mingling personal money with collections, signature evidence of custody transfer, properly securing collections, etc.).
- 8.8. Ensure that Commission employees assigned to Court locations secure collections, during break/lunch periods, in a locked cash drawer or take to the Court bookkeeper for safe keeping depending on the location.
- 8.9. Balance daily collections, at the time designated by the Court location, and turn in to the Court bookkeeper, the same as required by Court employees for deposit.
- 8.10. Access and review Commission employees' daily collections reports.
- 8.11. Reimburse the Court, from the Special Fund, for the costs associated with cashier variances, losses and other discrepancies between amounts collected and receipted by Commission staff, such as shortages, counterfeit bills, etc.
- 8.12. Reimburse the Court for the use of Court resources to support the traffic court administration services provided by the Commission in Court locations as described at the rates and for the items as set forth in Schedule B.
- 8.13. Retain reasonably itemized and detailed work or job records covering the costs of: (1) services performed, including salary, wages and other compensation for labor, and supervision services; (2) supplies; and (3) all additional items and expenses incidental to performance of such functions for audit purposes.
- 8.14. Submit a detailed accounting and appropriate reports to the Contract Administrator quarterly, by the 20th business day following the end of the quarter, to account for all allowable expenditures and revenues.
- 8.15. Perform a mid-year assessment of actual costs of services performed and provide pacing estimate to the Court.
- 8.16. Submit an annual statement to the Court which itemizes actual cost of services performed and program expenditures. Submit this statement within ninety (90) days of the close of the County's fiscal year.

9.0 CONSIDERATION OF HIRING COURT AND COMMISSION EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

10. CONFIDENTIALITY

10.1 In accordance with all applicable Federal, State, and local laws, regulation, ordinances and directives relating to confidentiality, Commission shall protect the security of, and keep confidential all records, materials, data and information received, obtained or produce under the provisions of this Agreement. Commission shall use whatever security measures are necessary to protect all such records, materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

10.2 Commission shall not disclose to any person or entity any information identifying, characterizing or relating to any trait, feature, function, risk, threat, vulnerability, weakness or problem regarding any data or system security in Court's computer systems or to any safeguard, counter-measure, contingency plan, policy or procedure for any data or system security contemplated or implemented by Court, without Court's prior written consent.

10.3 Commission shall ensure that only those Commission staff required to perform services under this Agreement shall have access to Court materials, data and information. All materials, documents, data and other information of any kind obtained from Court, and all reports developed by Commission under this Agreement are confidential to and are the sole property of the Court.

10.4 Commission shall take steps to ensure that said materials, documents and other information of any kind obtained from Court shall not be copied or reproduced by any method without the express written consent of Court's Contract Representative. Commission shall take steps to ensure that Commission staff performing services under this Agreement fully understand and adhere to all the provisions of this Section 10.0. The provisions of this Section 10.0 shall survive in perpetuity the expiration or other termination of this Agreement.

11.0 RELATIONSHIP STATUS

11.1 The Court and Commission are independent entities, and in the performance of this Agreement the relationship between the Court and

Commission is independent, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Court and the Commission. 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.

11.2 The Commission shall be solely liable and responsible for providing to, or on behalf of, all Commission personnel performing work pursuant to this Agreement all compensation and benefits. The Court 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 the Commission.

11.3 The Commission understands and agrees that all Commission personnel performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Commission and not employees of the Court. The Commission shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any Commission personnel as a result of injuries arising from or connected with any work performed by or on behalf of the Commission pursuant to this Agreement.

12.0 INDEMNIFICATION

The Court shall indemnify, defend, and hold harmless the Commission and its officers, officials, representatives, employees and agents from and against all liability arising from or connected with claims and lawsuits for damages to the extent caused by the Court's negligent acts or omissions related to the performance of this Agreement. The Commission shall indemnify, defend, and hold harmless the Court and its officers, employees and agents from and against all claims, losses and expenses arising from or in connection with the Commission's acts or omissions in the performance of this Agreement.

13.0 TERMINATION

Any of the parties may terminate this Agreement at any time for convenience upon ninety (90) days written notice.

14.0 DISPOSITION OF EQUIPMENT AND SUPPLIES

In the event that equipment and supplies purchased with funds provided by this program remain in usable condition at the time of termination, such supplies and equipment shall be retained by Court and/or Commission, as appropriate, and devoted to public purposes with their respective missions.

15.0 NOTICES

All notices shall be served in writing. Notices desired or required to be given hereunder or under any law now or hereafter in effect may at the option of the party giving the same, be given by enclosing same in a sealed envelope, addressed to the party for whom intended, and by depositing such envelope with postage prepaid, at the United States Post Office, or any substation thereof, or any public letterbox, and any such notice in the envelope containing the same shall be addressed as follows:

15.1 Notices, reports and statements to the Court shall be delivered to or sent to the Court Contract Administrator to the following address:

Superior Court of California, County of Los Angeles
ATTN: Traffic Violator Administration Program Contract Administrator
111 N. Hill Street, Room 105E
Los Angeles, CA 90012

With a copy to the Court Contract Representative at the following address:

Superior Court of California, County of Los Angeles
ATTN: Senior Administrator, Metropolitan Courthouse
1945 South Hill St., Room 101
Los Angeles, CA 90007

15.2 Notices to the Commission shall be sent to the following address:

Community Development Commission of the County of Los Angeles
Traffic Administration Services
700 West Main Street
Alhambra, CA 91801

16.0 COUNTY LOBBYIST ORDINANCE

Parties and each County Lobbyist firm, as defined in the Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Commission, shall fully comply with the requirements as set forth in said County Code.

17.0 COMPLIANCE WITH LAWS

All parties agree to be bound by applicable federal, state and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement.

18.0 CONFLICT OF INTEREST

The Court and the Commission and their agents and employees shall comply with all applicable federal, state, and local laws and regulations governing conflict of interest.

19.0 DISCRIMINATION

No person shall, on the grounds of race, sex, creed, age, handicap, color, religion, or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, program or employment supported by this Agreement.

20.0 AMENDMENTS

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in the Agreement, and supersedes all prior agreements and amendments. The Contract Administrator and the Commission Contract Representative may amend this Agreement at any time by mutual agreement. Any amendments hereto shall be in writing, consecutively numbered, signed by the appropriate party representatives, dated, and affixed to the original Agreement.

21.0 STATE AUDITOR AUDIT

This Agreement is subject to examinations and audit by the State auditor for a period of three (3) years after final payment.

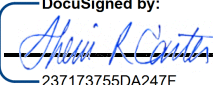
AGREEMENT BETWEEN THE
COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES, AND THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
FOR TRAFFIC COURT ADMINISTRATION SERVICES

IN WITNESS THEREOF, the County has by order of its Board of Supervisors, sitting as the Board of Commissioners, caused this Agreement to be subscribed thereto and attested to by the Executive Officer-Clerk of said Board; and the Commission has caused this Agreement to be subscribed by its Executive Director and the seal of the Commission affixed thereto; and the Superior Court of California, County of Los Angeles has caused this Agreement to be subscribed by its Executive Officer/Clerk in accordance with its authority to do so pursuant to the State Rules of Court; the Local Rules of the Court, and the lawful delegation from the Presiding Judge of the Court.

**COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES**

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES**

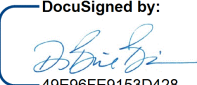
SEAN ROGAN
Executive Director

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SHERRIL R. CARTER
Executive Officer/Clerk

COUNTY COUNSEL
Approved as to Form

COURT COUNSEL
Approved as to Form

BEHNAZ TASHAKORIAN
Senior Deputy County Counsel

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D. BRETT BIANCO
Court Counsel

**SCOPE OF WORK BY THE COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF LOS ANGELES (CDC)**

The Community Development Commission of the County of Los Angeles (Commission) shall provide traffic court administrative services to the Superior Court of California, County of Los Angeles (Court) to assist the Court with its traffic infraction caseload, pursuant to Section 11205.2 of the California Vehicle Code (CVC).

Specifically, the Commission – through its Traffic Administration Services Unit (TAS) shall provide staff assigned to the Court's traffic court locations to provide services related to the processing of traffic violators, as determined by the Court. This staff will work cooperatively with Court staff to provide Court customers assistance in processing traffic payments and any other lawful activity relating to the administration of the Court's traffic infraction caseload.

The Commission shall also provide customer service via telephone, Internet and postal mail from the TAS home office (currently at 700 W. Main St., Alhambra, CA 91801). Commission staff shall provide Court customers with information regarding and assistance with traffic school-related matters - including, but not limited to requesting an extension from the Court; determining eligibility for traffic school; or to request a list of traffic schools.

The Commission shall also be responsible for the updating, publishing and distribution of the Traffic Violator School Location List (List) on behalf of the Court, pursuant to CVC Section 11205, subdivision (b). The List shall be published and distributed to the Court's traffic court locations once every 60 days, as directed by the Court.

The Commission shall also continue to update and make available a website (currently, <http://latrafficschoolinfo.com>) to provide traffic citation and traffic school information to Court customers.

PERSONNEL

- 1. Customer Services:** The Commission shall handle customer service inquiries and requests for assistance received by via the Internet, mail and TAS' (800) 555-4452 toll free number, from Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County-observed holidays. The Commission shall assign a TAS Program Director (Program Director) to supervise staff for quality assurance and provide assistance with answering telephone calls and responding to emails, as needed. CDC will also develop promotional material to advertise TAS's Customer Services to the general public.

2. **Traffic Violator School Location List:** The Commission shall coordinate the bi-monthly printing and delivery of the List to the Court. The Commission shall assign a Program Specialist to ensure that the List complies with CVC, and that the List is published and distributed in a timely manner. The Program Specialist shall also serve as the primary contact person for Court Administrators on matters regarding the List. The Commission an Analyst will be available to provide as-needed assistance in drafting and proofreading the countywide traffic school list.
3. **Traffic School Information Website:** The Commission shall continue to update and make available a website (TAS Website) to provide Court customers with information regarding traffic citation and traffic school information – including a frequently asked questions (or “FAQ”) section and an electronic copy of the List. The Commission shall assign a Program Specialist to ensure that TAS Website content is accurate, current, and clearly presented.
4. **Traffic Violator Completion Certificate Review:** The Commission shall assist the Court and its customers in researching and resolving issues regarding the transmission and processing of traffic violator school completion certificates, in order to mask a traffic violation conviction in accordance with Sections 1803.5, 1808.7, 41501 and 42005 of the California Vehicle Code. The Commission shall designate a Program Specialist to research traffic violator course completion information through the Court’s Traffic Violator Completion Certificate database system account (TVCC). To ensure continual support, the Commission shall also assign a Program Specialist to serve as back-up. Given the sensitive information provided through the TVCC, (1) the Program Specialist and back-up Program Specialist shall be deputized by the Court; and (2) TAS access to the TVCC shall be restricted to the Court-deputized Program Specialist and back-up Program Specialist.
5. **Traffic Court Administration Services:** The Commission shall assign a minimum of fourteen (14) full-time Traffic Court Specialists (TCS) and three (3) full-time Traffic Court Specialist regional coordinators (TCS Coordinators) to various Court locations to assist the Court with traffic violator administration services. The staff shall be responsible for the following types of traffic school-related assignments, including, but not limited to:

Traffic School/Public Counter Functions

- Provide Court customers with general information regarding traffic school.
- Process regular and out-of-court traffic school requests (TSR).
- Process full and partial out-of-court traffic school administrative fee payments.

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- Update out-of-court traffic school cases.
- Process traffic school extensions.
- Complete Revenue Distribution Override (RDO) for traffic school fund.
- Code in Payment and Revenue Distribution (PRD) for fund redistribution and/or refunds.
- Canvas traffic court customer lines and/or traffic court kiosks.

Traffic Court Desk Functions

- Process traffic school administrative fee payments received by mail or drop box.
- Manually update payments into the Expanded Traffic Records System (ETRS).
- Batch documents for scanning.
- Scan, index and verify Traffic School Requests (TSR)
- Manually enter traffic school completions into ETRS.
- Process Bail Forfeiture Set-Asides (BFSA).
- Complete RDO for traffic school fund code in PRD.
- Process incoming traffic school-related mail.
- Conduct Judicial Consideration Form prep-up and prep-down.
- Update out-of-court traffic school cases, and calculate fine totals.
- Process letters to defendants.
- Handle phone calls regarding traffic school-related matters.
- Process refunds.
- Process internal customer service inquiries and conduct miscellaneous back office work.

Traffic School Exception Queue Duties

- Process TSR.
- Process traffic school completions.
- Research duplicated traffic school completion submissions to ensure traffic school completion is correctly applied to defendant cases.
- Process DMV traffic school completion rejects (including running defendant driver's license and name information in ETRS or DMV system).
- Process letters to defendants.
- Process BFSA.
- Re-open and close cases with traffic school completions for completions filed up to 60-days late.
- Re-send disposition of traffic school dismissal to DMV.

To provide oversight of the TCS staff, the Commission shall assign a Program Director to oversee the field operations of the TCS staff. The Program Director, with the assistance of the TCS Coordinators, shall be responsible for managing the day-to-day activities of the TCS staff assigned to the court locations, and will monitor staff production, quality control and staff assignments. The Program Director will evaluate procedures, and ensure staff compliance with Court and CDC operating procedures. The TCS Coordinators will be responsible for the completion of staff performance plans, evaluations and personnel-related matters. The TCS Coordinators shall report directly to the Program Director, and will inform the Program Director of any and all internal and external issues pertaining to program operation and will deal with any personnel issues directly. The Program Director will maintain a strong working relationship with Court Administration staff and attend meetings as needed.

TCS tasks, as listed above, may vary depending on the court location to which the TCS staff are assigned. TCS staff assignments shall be determined by Court Management at each court location, in consultation with the respective TCS Coordinator overseeing TCS staff at the court location. TCS Coordinators shall be responsible for communicating to the Program Director any changes or modifications to TCS assignments in their assigned court locations.

TCS staffing levels and court location assignments will be based on the needs of the Court and available funding, as determined by the Senior Administrator of the Court, and upon mutual agreement with the Program Director.

6. **Program Director:** A Program Director shall oversee the administrative services provided by TAS to the Court and field operations. The Program Director is responsible for establishing and recommending goals for program production performance, and formulates operating and program budgets. Other tasks of the Program Director include resolution of difficult and complex program and policy issues, and the planning, preparation and presentation of special program reports.
7. **Administration:** The Commission will assign an Administrative Assistant to provide support to the off-site Traffic Court Specialist staff. The Administrative Assistant will provide information on time submittal and payroll related inquiries, provide resolution and/or act as liaison to the Commission's Information Technology (IT) and Human Resources (HR) departments to address issues with software/hardware and HR related inquiries, respectively. The Administrative Assistant will also ensure that office supplies and equipment needs are met, provide the Program Director with program specific

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reports on inquiries received via the department's toll free number and provide direct support to the Program Director.

The Commission shall assign an Analyst to proofread and edit reports and correspondence, as necessary; analyze legislation related to TAS and traffic court operations; assist in the development of policies; and assist the Program Director on projects designated throughout the year.

The Commission shall assign a Budget Analyst to prepare all fiscal reports, invoices, payroll, monitor TAS funding (namely, the Traffic Administration Services Special Program Fund, or "Special Fund"), and handling accounts payable related to the services rendered under this Agreement – keeping to strict accounting guidelines. The Budget Analyst shall report variances as they occur to the Program Director.

As a condition of the agreement between the Court and the Commission, this statement represents a summation of services provided by the Commission to the Court. The personnel needed to provide these services consist of the following:

Budgeted Positions	FTE's
TAS Staff	4
Traffic Court Staff (TCS)	18
Total FTE's & Budgeted Salary	22

Annual Budget Projection		
	Court Staff	
Personnel		\$1,741,139
Non-Personnel		\$709,468
Grand Total		\$2,450,607

**COURT RESOURCES UTILIZED BY THE COMMUNITY DEVELOPMENT COMMISSION
FOR THE PURPOSE OF SUPPORTING TRAFFIC VIOLATOR ADMINISTRATIVE SERVICES
PERFORMED IN COURT LOCATIONS**

Description	Basis for Cost Estimate	Estimated Annual Cost		
		One-Time	On-Going	Total
1. Office Supplies and Court Forms Commission staff can order office supplies and court forms from the Court's Central Court Stockroom. The stockroom order form can be filled out at the Court's Courtnet website (under "eForum"). The Organization Code to be used on the stockroom order forms will be provided by Court. The costs shown in the Stockroom Catalog will be billed to the Commission.	\$625.00 x 16.0 FTEs		\$10,000	\$10,000
2. Postage For the purpose of administrative convenience the Court will mail out the Traffic School Packet Mailers on behalf of the Commission. The postage costs will be calculated based on the number of Traffic School Referrals per month multiplied by the cost of postage.	10,000 mailers x 12 months x \$0.47		\$57,000	\$57,000
3. Data Lines Annual cost of 2 data lines necessary to operate each workstation.	\$120 annual fee x 16 PCs x 2 lines		\$3,840	\$3,840
4. Software Licensing Annual licensing fees for MS Office, Attachmate, McAfee and FPS/PRD will be charged per contract employee assigned to a court location.	\$299.48 x 16 PCs		\$4,792	\$4,792
5. Cashier Shortages Cashier variances caused by miscounting currency by cashier.			\$1,000	\$1,000
TOTAL:		<u><u>\$0</u></u>	<u><u>\$76,632</u></u>	<u><u>\$76,632</u></u>

NOTES:

* If there are any other reasonable and necessary costs that are not specified in Schedule B, the Court shall notify the Commission in writing. If the Court Administrator and Commission Contract Representative mutually agree that the costs are appropriate and on-going then the costs will be added to the quarterly invoices submitted to the Commission.

** The Court shall submit detailed invoices to the Commission on a quarterly basis. Payment shall be made by the Commission within thirty (30) days following receipt and approval of the claim for reimbursement. Payment shall be mailed to: Los Angeles Superior Court, Revenue Management, 111 N. Hill Street, Room 119-A, Los Angeles, CA 90012.