COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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ADOPTED
Community Development Commission

1-D JUNE 15, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

June 15, 2010

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

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

Dear Supervisors and Commissioners:

APPROVE AGREEMENT FOR
TRAFFIC VIOLATOR SCHOOL MONITORING PROGRAM
(ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department and the Executive Director of the Community Development Commission (Commission) jointly recommend approval of an agreement between the County of Los Angeles, the Commission, and the Superior Court of the County of Los Angeles for the Traffic Violator School Monitoring Program.

JOINT RECOMMENDATION BY THE LOS ANGELES COUNTY SHERIFF AND THE COMMUNITY DEVELOPMENT COMMISSION THAT THE BOARD OF SUPERVISORS:

1. Approve and authorize the Sheriff to execute, on behalf of the County, the attached Agreement between the County of Los Angeles, the Community Development Commission, and the Superior Court of the County of Los Angeles for Traffic Violator School Monitoring and Administration. The Agreement shall be effective upon execution by all parties. The maximum annual reimbursement to the County from the Superior Court shall not exceed $975,000.

2. Authorize the Sheriff to execute any and all amendments, including amendments to adjust the annual reimbursement rates for services provided by the Sheriff's Department, provided such amendments do not increase the maximum annual reimbursement set forth in Section 3C of the Agreement.

JOINT RECOMMENDATION BY THE LOS ANGELES COUNTY SHERIFF AND THE COMMUNITY DEVELOPMENT COMMISSION THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Approve and authorize the Executive Director to execute the attached Agreement between the County of Los Angeles, the Community Development Commission, and the Superior Court of the County of Los Angeles for Traffic Violator School Monitoring and Administration. The Agreement shall be effective upon execution by all parties. The maximum annual reimbursement from the Superior Court to the Commission shall not exceed $1,900,000.

2. Authorize to the Executive Director to execute any and all amendments, including amendments to adjust the annual reimbursement rates for services provided by the Commission, provided such amendments do not increase the maximum annual reimbursement set forth in Section 3C of the Agreement.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to grant both the Sheriff and the Executive Director of the Community Development Commission the authority to execute the attached Agreement and any amendments associated with the Traffic Violator School Monitoring Program (TVSM).

IMPLEMENTATION OF STRATEGIC GOALS

This recommended action conforms to the County's Strategic Plan #1, Operational Effectiveness, by maximizing County processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT / FINANCING

There is no County cost involved in the approval of this action. The County will be fully reimbursed for all costs associated with the services provided by the Sheriff under the Agreement. The maximum annual reimbursement to the County from the Superior Court shall not exceed $975,000. The Commission will be fully reimbursed for all costs associated with the services provided by the Commission under the Agreement. The maximum annual reimbursement from the Superior Court to the Commission shall not exceed $1,900,000. The rates for services are determined by the County Auditor-Controller each fiscal year.

FACTS AND PROVISIONS

On April 15, 1997, the Board of Supervisors approved a Three Party Agreement between the County of Los Angeles, the Housing Authority, and the Association of Trial Court Administrators (Municipal Courts), authorizing the Housing Authority to administer the TVSM Program. The agreement allocated to the Housing Authority 25% of the $5.00 traffic referral fees collected from the traffic school students by each participating Municipal Court to provide for TVSM Program administration and monitoring.

The TVSM Program monitors telephone operations, classroom operations, business office practices, and investigates consumer complaints regarding traffic schools in unincorporated Los Angeles County to ensure the traffic schools meet the applicable California Code of Regulations. The TVSM Program is responsible for monitoring 180 traffic schools, as well as internet and home study courses.

On January 22, 2000, the Three Party Agreement was amended, substituting the Superior Court as a party to the agreement to replace the Association of Trial Court Administrators. This substitution was required when the judges of the Los Angeles Superior and Municipal Courts voted to unify all of the Los Angeles County trial courts into one court, the Superior Court of the County of Los Angeles.

On June 3, 2003, the Board of Supervisors directed the creation of a Multi-Jurisdictional Traffic School Committee (Committee) with representatives from the County Counsel, the Sheriff's Department, the District Attorney, the Housing Authority, the Chief Administrative Office, the Department of Motor Vehicles, and the Superior Court. The Committee was charged with answering, among other questions, whether the current monitoring system is effective and if the Superior Court should increase the traffic school monitoring fee to permit enhanced County monitoring and Superior Court administration.

On July 23, 2003, the Committee unanimously adopted a Report and Recommendation that the fee paid to the Superior Court by traffic school attendees should increase from $5.00 to $15.00. The Superior Court increased the traffic school fee to the recommended level.

On August 27, 2003, the Committee recommended approval of Amendment No. 2 to the Three Party Agreement which allocated a portion of the increased traffic school fee to the Housing Authority to continue the TVSM Program and implement enhanced monitoring. Enhanced monitoring included the Sheriff's Services Pilot Program, under which the Sheriff provided monitoring and fraud investigation services to the TVSM Program. The TVSM Program, prior to the approval of Amendment No. 2, investigated allegations of fraud, but did not possess the authority to enforce any laws when such activities were discovered. Sheriff's detective personnel were assigned to assist the TVSM Program in identifying, investigating, preparing criminal filings, and submitting for

prosecution those individuals within the County engaged in criminal acts of fraud relative to traffic schools and traffic school classes. Specifically, two investigators were selected from the Sheriff's Fraud Detail to conduct fraud and "sting-type" investigations. A supervisor at the rank of sergeant was selected to supervise the activities of the detectives assigned to the operation and to participate in the investigations. An administrative staff position was established to coordinate and process the paperwork, as well as prepare monthly reports for submission to the Superior Court.

On September 16, 2003, your Board approved Amendment No. 2 to the Three Party Agreement. The services provided by the Sheriff were originally intended as a pilot for a period of approximately two years. The program, due to its success, has been ongoing.

On April 4, 2004, your Board approved Amendment No. 3 to the Three Party Agreement to establish uniformity in Court-approved home study driver education programs by requiring home study programs to abide by standards similar to the standards required of Department of Motor Vehicle licensed classroom courses.

In July 1, 2006, Amendment No 4 to the Three Party Agreement was executed to increase the maximum annual reimbursement, as previously authorized by your Board.

On June 9, 2009, the TVSM program was transferred from the Housing Authority to the Commission as part of the annual budget approval for these entities. The attached Agreement will effectuate the transfer and restate the obligations of the parties related to the TVSM program. The Sheriff and the Executive Director of the Commission now seek authority from the Board to execute the Agreement and all future amendments on behalf of the County and the Commission, including amendments to adjust the annual reimbursement rates for services provided by the Sheriff's Department and the Commission.

The attached Agreement has been approved as to form by County Counsel. The Agreement will be effective upon execution by all parties and shall be automatically renewed thereafter for additional periods of one year, from year to year, unless any party provides written notice to the others at least 90 days prior to expiration of the Agreement, indicating that the Agreement will not be renewed as to that party.

IMPACT ON CURRENT SERVICES

There will be no impact on current services with the approval of this action.

CONCLUSION

Upon approval by your Board, please provide two certified copies of the Board-adopted letter to the Sheriff Department's Contract Law Enforcement Bureau, Captain Bruce Fogarty.

Respectfully submitted,

LEROY D. BACA
SHERIFF

SEAN ROGAN
Executive Director
Community Development Commission

AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, SUPERIOR COURT OF THE COUNTY OF LOS ANGELES, AND THE COUNTY OF LOS ANGELES FOR TRAFFIC VIOLATOR SCHOOL MONITORING AND ADMINISTRATION

This Agreement for Traffic Violator School Monitoring and Administration ("Agreement"), is made by and among the County of Los Angeles ("County"), a political subdivision of the State of California, by and through the Los Angeles County Sheriff's Department ("Sheriff's Department"), the Community Development Commission of the County of Los Angeles (“Commission”), and the Superior Court of the State of California for the County of Los Angeles ("Court").

WITNESSETH THAT:

WHEREAS, California Vehicle Code (“CVC”) section 41501 and Welfare & Institutions Code section 258, subdivision (a)(6) authorizes the Court to permit adults and juveniles to attend a Department of Motor Vehicles-licensed traffic violator school or other Court-approved program of driver education; and

WHEREAS, CVC section 11205, subdivision (l) contemplates the Court itself, or through the use of another nonprofit agency, providing for administration and monitoring services related to such traffic violator schools or other Court-approved program of driver education; and

WHEREAS, on or about April 15, 1997, a contract was entered into between the County, the Association of Court Administrators of Los Angeles County, and the Housing Authority of the County of Los Angeles (HACoLA) where HACoLA’s Traffic Violator School Monitoring Program (TVSM) was to provide such monitoring services, and the courts have been and continued to provide such administrative services; and

WHEREAS, on or about January 22, 2000, the Court was substituted as a party to replace the Association of Trial Court Administrators to reflect the fact that on or about that date all the former municipal courts in the County were unified into and became a part of a single Los Angeles Superior Court; and

WHEREAS, CVC section 11205, subdivisions (l) and (m), and section 11205.1 permit the Court to charge and collect a fee to defray the costs incurred in providing such administration and monitoring; and

WHEREAS, on June 9, 2009, the County and Commission approved reorganization that moved TVSM from HACoLA to the Commission; and

WHEREAS, the County, the Court, and the Commission wish to and agree to continue to work cooperatively to administer and monitor state-licensed traffic violator schools Court-approved home study traffic school programs, on behalf of the Court; and

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

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

1. **TERM**: This Agreement shall become effective upon execution by all parties and shall be automatically renewed thereafter for additional periods of one year, from year to year, unless any party provides written notice to the others at least ninety (90) days prior to expiration of the Agreement, indicating that the Agreement will not be renewed as to that party.

2. **PROGRAM FUNDING:**

a. **Court Traffic Administration and Monitoring Special Fund.** Pursuant to Section 11205(m) of the CVC, 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 agency for the monitoring reports and services provided to the Court. The Court shall retain said fees in a Court Traffic Administration and Monitoring Special Fund ("Traffic Court Special Fund") that it shall maintain and disburse.

b. **Traffic Administration and Monitoring Fee.** The Court shall approve, charge, regulate, and collect the Traffic Administration and Monitoring Fee in accordance with applicable law, and shall cause the proceeds from such fee to be deposited into the Traffic Court Special Fund to reimburse the costs of Court administration and of monitoring by the Commission and the Sheriff's Department as set forth in this Agreement, and for such other purposes for which the monies in the Traffic Court Special Fund may lawfully be expended.

3. **COMPENSATION AND METHOD OF PAYMENT**:

a. **Sheriff's Department Compensation.** The Sheriff's Department shall be reimbursed for its actual costs of performing monitoring services rendered at the rates and for the items set forth in Schedule B attached hereto, or as that schedule may be amended from time to time. The Sheriff's Department shall submit detailed invoices Commission Contract Representative for approval. The Commission shall forward the approved monthly invoices to the Contract Administrator quarterly along with the Commission's quarterly invoices, as defined in Schedule B, monthly in arrears identifying the authorized items to be reimbursed.

The overhead rate charged by the Sheriff's Department shall not exceed the certified indirect cost rate proposal approved by the County Auditor-Controller and, the actual reimbursement of overhead costs will be subject to available funding generated from traffic administration monitoring fees collected by the Court. If for any reason the Court is unable to fully

reimburse the Sheriff's Department for its overhead costs of performing its services pursuant to the Agreement, the Court shall give ninety (90) days advance notice of its inability to fully reimburse the Sheriff's Department overhead costs to the Sheriff's Department Contract Representative.

b. **Commission's Compensation**. The Commission shall be reimbursed for its actual costs of performing the monitoring 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 submit detailed invoices to the Contract Administrator quarterly in advance for approximately twenty-five percent (25%) of its annual anticipated monitoring budget, identifying the authorized items to be reimbursed. Annual adjustments will be made in the final quarter payment to reconcile reimbursement with actual allowable costs. The actual reimbursement of overhead costs will be subject to available funding generated from traffic administration monitoring fees collected by the Court. If for any reason the Court is unable to fully reimburse the Commission for its overhead costs of performing its services pursuant to the Agreement, the Court shall give notice of its inability to fully reimburse Commission overhead costs to the Commission Contract Representative, no later than ninety (90) days prior to the end of the quarter that funding will be reduced.

c. **Maximum Annual Reimbursement**. Except as set forth in subparagraph 3d, and unless the Contract Administrator and the Commission Contract Representative or the Sheriff's Department Contract Representative mutually agree to increase the amount to be annually reimbursed by a dated and signed amendment to this Agreement, the Court shall reimburse the Commission and the Sheriff's Department for the full cost of services provided up to the maximum amounts set forth herein. For Commission, the maximum annual reimbursement shall not exceed $1.90 million dollars. For the Sheriff's Department, the maximum annual reimbursement shall not exceed $975,000.

d. **One-Time Costs.** To the extent that the Contract Administrator determines there are or will be sufficient funds generated from traffic administration monitoring fees collected by the Superior Court, the Contract Administrator may mutually agree with the Commission Contract Representative with regard to the Commission's operations, and the Sheriff's Department Contract Representative with regard to the Sheriff's Department 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 maximum contract amount, 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 Traffic Court 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 shall consider anticipated future receipts and needs, and conclude that authorized reimbursements for one-time costs will not unreasonably interfere with the ability of the Contract Administrator to pay future administration and monitoring costs from the Traffic Court Special Fund.

The Contract Administrator shall respond to all requests for one-time funding in writing. The appropriate 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.

e. **Past Unreimbursed or Defrayed Costs.** At the end of each fiscal year ending June 30, the Contract Administrator determines in his or her discretion that there are sufficient monies in the Traffic Court 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 shall consider anticipated future receipts and needs, and conclude that authorized reimbursements for past costs will not unreasonably interfere with the ability of the Contract Administrator to pay future administration and monitoring costs from the Traffic Court Special Fund.

4. <u>COMPENSATION FOR HOME STUDY TRAFFIC SCHOOL APPLICATION REVIEW</u>.

a. **Commission.** As compensation for reviewing home study traffic school course applications and making recommendations in accordance to the attached Home Study Traffic School Policies and Procedures approved by the Court and the Commission shall collect and retain the $350 application fee provided for in the said Home Study Traffic School Policies and Procedures.

b. **Sheriff's Department.** Commission may allocate a portion of such fees to the Sheriff's Department to compensate the Sheriff's Department for actual costs of assisting Commission in conducting such review and making such recommendations.

c. **Required Accounting.** Commission shall maintain and provide the Court with an accounting in a form acceptable to the Court of all fees received, and of actual Commission and Sheriff's Department costs of reviewing the applications and making the recommendations contemplated herein.

d. **Unanticipated Costs.** To the extent that the annual application fees exceed the actual costs of reviewing the applications and making the recommendations, the excess amount over actual costs shall be transmitted annually to the Court. To the extent that that annual application fees are insufficient to pay the actual costs of reviewing the applications and making the recommendations, Commission and the

Sheriff's Department may be annually reimbursed for actual costs in excess of those reimbursed by the annual application fee from the Court Traffic Administration and Monitoring Special Fund by providing an accounting of such costs to the Court's Judicial Traffic Committee together with a recommendation as to the amount that the annual application fee should be increased or decreased to reflect the actual costs of reviewing the applications and making the recommendations.

5. **CONTRACT ADMINISTRATOR**: The Contract Administrator shall be the Executive Officer/Clerk of the Court, or his or her designate. 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 and the Sheriff's Department Contract Representative. Communications to the Contract Administrator shall be sent to the Executive Officer/Clerk, Los Angeles Superior Court, Room 105E, 111 N. Hill Street, Los Angeles, California 91102. The Contract Administrator shall have full authority to act for and on behalf of the Court with regard to this Agreement.

6. **CONTRACT REPRESENTATIVES:**

a. **Court Contract Representative.** The Court Contract Representative shall be the Senior Administrator of the Los Angeles Superior Court's Traffic Division or his or her designee. Any designation of all or part of the responsibilities of the Court Contract Representative shall be in writing and shall be sent to the Contract Administrator, the Commission Contract Representative, the Sheriff's Department Contract Representative. Communications to the Court's Contract Representative shall be sent to the Senior Administrator, Traffic Division, Los Angeles Superior Court, 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.

b. **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 designate. 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, the Court Contract Representative, and the Sheriff's Department Contract Representative. Communications to the Commission Contract Representative shall be sent to the Executive Director of the Community Development Commission, 2 Coral Circle, Monterey Park, California 91755. Commission's Contract Representative shall have full authority to act for and on behalf of the Commission with regard to this Agreement.

c. **Sheriff's Department Contract Representative.** The Sheriff's Department Contract Representative shall be the Sheriff of the County of Los Angeles, or his or her designee. Any designation of all or part of the responsibilities of the Sheriff's Department Contract Representative shall be in writing and shall be sent to the Contract Administrator, the Commission Contract Representative, and the Court Contract

Representative. Communications to the Sheriff's Department Contract Representative shall be sent to the Sheriff, Sheriff's Department Headquarters, 4700 Ramona Blvd., Monterey Park, California 91714. The Sheriff's Department Contract Representative shall have full authority to act for and on behalf of the Sheriff's Department with regard to this Agreement.

7. **INDEMNIFICATION**: The Court shall indemnify, defend, and hold harmless the County, Commission, and the Sheriff's Department, and their officers, employees and agents from and against all liability arising from or connected with claims and lawsuits for damages relating to the Court's acts and omissions related to the performance of this Agreement; and County shall indemnify, defend and hold harmless the Court, Commission and their officers, employees and agents from and against all liability arising from or connected with claims and lawsuits for damages in relation to County's, Commission's, and/or the Sheriff's Department's acts and omissions related to the performance of this Agreement.

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

9. **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 used in the following manner:

a. **Commission** equipment and supplies shall be retained by Commission and devoted to public purposes with their mission.

b. **Sheriff's Department** equipment and supplies shall be retained by the Sheriff but devoted to the extent feasible to furtherance of security services provided to the Court, without additional charge to the Court.

10. **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:

a. Notices, reports and statements to the Court shall be delivered to or sent to the following address:

Los Angeles Superior Court
ATTN: Traffic Violator School Program Administrator
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

b. Notices to the Commission shall be sent to the following address:

Traffic Violator School Monitoring Program
Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

c. Notices to the Sheriff's Department shall be sent to the following address:

Los Angeles Sheriff's Department
Attn: Contract Law Enforcement Bureau
4700 Ramona Blvd.
Monterey Park, California 91714

11. **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.

12. **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.

13. **CONFLICT OF INTEREST**: The County, the Court, the Commission, the Sheriff's Department and their agents and employees shall comply with all applicable federal, state, and local laws and regulations governing conflict of interest.

14. **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.

15. **COURT DUTIES**: The Court agrees to:

a. Approve, charge, regulate, and collect from persons opting to attend traffic violator school or take a Court-approved home study traffic school violator course the Traffic Administration and Monitoring Fee in accordance with applicable law, and shall cause the proceeds from such fee to be deposited into the Traffic Court Special Fund that it shall maintain and disburse to reimburse the costs of Court administration and of monitoring by the Commission and the Sheriff as set forth in this Agreement, and for such other purposes for which the monies in the Traffic Court Special Fund may lawfully be expended.

b. Pay the Commission and Sheriff's Department invoices quarterly within thirty (30) days after the date of receipt of said invoice. Each payment shall represent an amount estimated to be one quarter of the annual cost of services performed and program expenditures. Within ninety (90) days of the close of the County's fiscal year, the Commission and the Sheriff will each submit an annual statement which

itemizes the actual cost of all services performed. Within thirty (30) days of receipt of the annual statement, the Court will reconcile estimated payments with actual cost of services performed and will provide the Commission and the Sheriff with the balance payment due or with an invoice for reimbursement at the time.

c. Refer traffic violators to the Court's/Commission's Traffic Violator School Classroom Location List (herein after referred to as "List"), the Court's listing of Court-approved home study traffic school courses (herein after referred to as "Internet List") or to the general Department of Motor Vehicles ("DMV") traffic violators schools for other counties.

d. Employ and supervise staff at the Court to perform traffic school administrative functions.

e. Review monitoring and other reports from the Commission and inform the Commission, in accordance with the Traffic Violator School Monitoring Agreement, if the Court wishes to remove at traffic violator school from either the List or Internet List.

16. **<u>COMMISSION DUTIES</u>**: The Commission agrees to:

a. Monitor each Los Angeles County location of each traffic violator school on the Court's List at least once every 90 days in accordance with the guidelines set forth in Section 11205 of the Vehicle Code of the State of California.

b. Monitor each business location of each Court-approved home study traffic school on the Court's List and Internet List at least annually, in accordance with the Court's Home Study Traffic School Program Policies and Procedures, attached hereto.

c. Provide the Court with a biannually-published List of approved traffic violator schools and Court-approved home study traffic schools in Los Angeles County.

d. Pursuant to the decision and express direction from the Court or its designee, remove school(s) from the List.

e. In the event that the Court or its designee directs the Commission to permanently remove a school from the List or Internet List, the Court may require a reprinting of the List prior to the next biannual printing.

f. Provide copies of the monitoring reports to the DMV and to the Court.

g. Retain reasonably itemized and detailed work or job records covering the cost 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.

h. Submit quarterly invoices at the beginning of each quarter of the County's fiscal year for estimated cost of services performed and program expenditures for that quarter.

i. Perform a mid-year assessment of actual cost of services of actual cost of services performed and perform expenditures and provide pacing estimate to the County.

j. Submit an annual statement to the County 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.

17. <u>SHERIFF'S DEPARTMENT DUTIES</u>: The Sheriff's Department agrees to:

a. Assign detective personnel from the Sheriff's Department Fraud Detail, dedicated to enforcing the laws of the State of California and assist the Commission in seeking out, identifying, investigating, preparing criminal filings, and submitting for prosecution, those individuals within the County of Los Angeles engaged in criminal acts of fraud relative to traffic schools, traffic school classes and home study traffic schools. A supervisor at the rank of Sergeant will be dedicated to oversee the activities of the detectives assigned to this county-wide operation and to participate in the investigations as well.

b. Sheriff's Investigators assigned to work with Commission TVSM will conduct fraud and sting-type investigations. Retain reasonably itemized and detailed work or job records covering the cost 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.

c. Submit quarterly invoices at the beginning of each quarter of the County's fiscal year for estimated cost of services performed and program expenditures for that quarter.

d. Perform a mid-year assessment of actual cost of services of actual cost of services performed and perform expenditures and provide pacing estimate to the County.

e. Submit an annual statement to the County 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.

18. **<u>AMENDMENTS</u>**

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in the in the Agreement, and supersedes all prior agreements and amendments. The Contract Administrator, and the Contract Representatives for the Commission and Sheriff 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.

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AGREEMENT BETWEEN THE
COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES,
SUPERIOR COURT OF THE COUNTY OF LOS ANGELES, AND
THE COUNTY OF LOS ANGELES
FOR TRAFFIC VIOLATOR SCHOOL MONITORING AND ADMINISTRATION

IN WITNESS THEREOF, the County has by order of its Board of Supervisors, 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 Sheriff has caused this Agreement to be subscribed by the Sheriff and the seal of the Sheriff's Department affixed thereto; and the Executive Officer/Clerk of the Court has caused this Agreement to be subscribed in accordance with his authority to do so on behalf of the Court pursuant to the State Rules of Court; the Local Rules of the Court, and the lawful delegation from the Executive Committee of the Court on behalf of the judges of the Court.

COUNTY OF LOS ANGELES

LEROY D. BACA
Sheriff

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

SEAN ROGAN
Executive Director

COUNTY COUNSEL
Approved as to Form

Deputy

LOS ANGELES SUPERIOR COURT

JOHN A. CLARKE
Executive Officer/Clerk

COURT COUNSEL
Approved as to Form

BRETT BIANCO