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

LEROY D. BACA, SHERIFF

A Tradition of Service

July 06, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
#39 JULY 6, 2010
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVE AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76056 WITH PENSKE TRUCK LEASING COMPANY, L.P., FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking your Board's approval and execution of Amendment Number One (Amendment) to Agreement Number 76056 (Agreement) with Penske Truck Leasing Company, L.P., (Penske) to provide specific labor rates for the Specialized Conversion Outfitting Services (Conversion Services) of converting Department Mobile Data Terminal (MDT) equipped vehicles to Mobile Data Computer (MDC) equipped vehicles.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with Penske to require the performance of Conversion Services and to add a Fee-For-Service Hourly Labor Rate of $95 in Exhibit C, Pricing Sheet, for converting Department vehicles equipped with MDTs to MDCs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow our current automotive fleet management and maintenance services contractor, Penske, to convert all existing Department vehicles equipped with MDTs to MDCs. The conversion to the MDCs will provide deputy personnel assigned to patrol our communities with updated communication equipment, which will allow them to ascertain vital restricted law enforcement information. Immediate access to information is necessary to keep our deputies and the public we serve safe. Penske can ensure that the conversion is completed in a timely and

efficient manner. In addition, Penske performing the conversions eliminates any conflict of responsibility to repair damage to the Department's vehicles that might result during the conversion process if performed by someone other than Penske.

Implementation of Strategic Plan Goals

The recommended action supports the Los Angeles County's (County) Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by ensuring that all Department vehicles are equipped with a secure and reliable mobile communications system that will enable our deputies to perform their duties in a more reliable and secure manner.

FISCAL IMPACT/FINANCING

Funding is included in the Department's Fiscal Year 2010-11 budget. The Conversion Services hourly labor rate is $95. The estimated cost to convert all Department vehicles from MDTs to MDCs is approximately $3,011,310.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement was originally entered into by and between the County and Penske on March 13, 2007, with a commencement date of May 1, 2007. This Agreement is in the first option year, which will expire on April 30, 2011. There is one additional option year plus a six-month option remaining on this Agreement.

Penske is in compliance with all Board, Chief Executive Office, and Living Wage Program (County Code Chapter 2.2001) requirements.

County Counsel has reviewed and approved the Amendment as to form.

Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure Department vehicles will be upgraded to the MDCs, which are a more reliable and secure data communications platform, in an efficient and timely manner by the Department's current automotive fleet management and maintenance services contractor.

The current supply of salvaged and refurbished MDT inventories is anticipated to run out, after which, patrol deputies will be forced to forfeit access to mission-critical data. This will severely impact our deputies' ability to perform their day-to-day duties. Further delays will result in additional overtime that will be incrementally incurred as we move to the less efficient "radio" and "paper log" system.

CONCLUSION

Upon approval by your Board, please return three adopted copies of this Board letter and three

original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
Sheriff

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Enclosures

COUNTY OF LOS ANGELES

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76056
AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

This Amendment Number One is entered into by and between the County of Los Angeles (hereinafter "County") and Penske Truck Leasing Co., L.P., a Limited Partnership organized under the laws of Delaware (hereinafter "Contractor"), effective upon execution by the County Board of Supervisors.

A. WHEREAS, on March 13, 2007, County and Contractor entered into Agreement Number 76056 (hereinafter "Agreement") with a Commencement Date of May 1, 2007 to provide automotive fleet management and maintenance services for the Los Angeles County Sheriff's Department (hereinafter "Department"); and

B. WHEREAS, the Agreement currently expires on April 30, 2011; and

C. WHEREAS, County desires, and Contractor agrees to perform, Specialized Conversion Outfitting services for the purpose of converting existing Department vehicles from Mobile Data Terminal (MDT) equipped vehicles to Mobile Data Computer (MDC) equipped vehicles; and

D. WHEREAS, County and Contractor desire to amend (1) Exhibit B, Statement of Work, (2) the rates and prices set forth in Exhibit C, Pricing Sheet, and (3) Exhibit E, Performance Standards of the Agreement; and

E. WHEREAS, the Agreement shall be amended to require Specialized Conversion Outfitting Services and to provide specific labor rates for the Specialized Conversion Outfitting services related to the conversion of MDT equipped vehicles to MDC equipped vehicles.

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

1. Exhibit B, Statement of Work, Section O.1, Vehicle Repairs/Maintenance, Sub-section O.1.d is deleted in its entirety and replaced as follows:

   O.1.d Contractor is responsible for the repair of mounted equipment and accessories to include but not limited to auxiliary engines, generators, refrigeration units, light bars, shotgun locks, lift gates, utility boxes, welders, wheel chair lifts, and other mounted equipment as specified by the County Project Manager. Initial installation of additional equipment installed part way through a vehicle's life-cycle shall be Fee-for-Service. Maintenance and repairs of the additional equipment, once installed, shall be performed under the Fixed-Price portion of this Agreement, unless specifically classified as Fee-for-Service, or determined by County to be

additional Fee-for-Service as a result of the County's conversion from the Mobile Data Terminal System to the Mobile Data Computer System. Classification of vehicles, equipment, or auxiliary equipment as either Fixed Price or Fee-for-Service shall be solely determined by County Project Manager. County shall maintain and repair the communications and computer equipment installed by County, as well as the radio, data, and power supply cables to trunk that support the Mobile Data Terminal/Radio Systems and/or the Mobile Data Computer/Radio Systems.

NOTE: The Department's planned Mobile Data Computer Conversion project is in process. The initial installation/conversion project will be performed by Contractor, or may be performed by an outside company, or in any combination of shared work thereof, as determined by the County Project Manager.

2. Exhibit B, Statement of Work, Section V V, Fee-For-Service, Sub-section V V.1.p is deleted in its entirety and replaced as follows:

V V.1.p. SPECIALIZED CONVERSION OUTFITTING

V V.1.p.1 Contractor shall outfit/convert existing vehicles from Mobile Data Terminal equipped vehicles to Mobile Data Computer equipped vehicles. This Specialized Conversion Outfitting shall include updating all associated equipment as determined by the County Project Manager or his/her designee.

V V.1.p.2 Vehicle outfitting/conversion determined by the County Project Manager or his/her designee to be part of the Department's conversion from Mobile Data Terminals to Mobile Data Computers shall be charged as Fee-for-Service, consistent with Section V V of this Statement of Work, at the Hourly Labor Rate or the Overtime Hourly Labor Rate specified in the "Specialized Conversion Outfitting" category of Exhibit C, Pricing Sheet, Section C, Fee-for-Service Hourly Labor Rates. Contractor shall perform "conversion" labor time studies for each type of vehicle, e.g. B&W Patrol sedan – Ford Crown Victoria, and upon agreement by the County Project Manager or his/her designee, shall charge Fee-for-Service for the approved estimated labor hours for each vehicle of that type converted.

V V.1.p.3 Contractor shall complete and deliver thirty-two (32) fully converted vehicles within any seven (7) calendar day period, or fewer if specified, when "conversion designated" vehicles are delivered to Contractor, and when requested by the County Project Manager, or his/her designees, as per this Section V V.1.p. The required completion rate shall be up to one hundred and twenty-five (125) vehicles per month, as provided and requested by the County Project Manager, or his/her designees, as per this Section V V.1.p.

V V.1.p.4 Once a vehicle is "converted" and returned to active service, any additional parts and labor costs determined to be part of the County's conversion from the Mobile Data Terminal System to the Mobile Data Computer System, such as additional "MDC conversion" apparatus, are to be covered under the Fee-for-Service portion of this Agreement, Section V V.1.p, as approved by the County Project Manager or his/her designee, and shall be charged as Fee-for-Service, at the Hourly Labor Rate or the Overtime Hourly Labor Rate specified in the "Specialized Conversion Outfitting" category of Exhibit C, Pricing Sheet, Section C, Fee-for-Service Hourly Labor Rates.

V V.1.p.5 Once installed and operational, any future maintenance and repair costs required to the Mobile Data Computer System are to be covered in accordance with the Fixed Price portion of this Agreement, as directed by the County Project Manager or his/her designee.

3. Section 57.0, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, and Section 58.0, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, are added to the Agreement as follows:

57.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206 as set forth in Exhibit I (Defaulted Property Tax Reduction Program) of this Agreement.

58.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 58.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute 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 ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

4. Exhibit C, Pricing Sheet, is deleted in its entirety and replaced with the attached revised Exhibit C, Pricing Sheet.

5. Exhibit E, Performance Standards, is deleted in its entirety and replaced with the attached revised Exhibit E, Performance Standards.

6. Exhibit I, Defaulted Property Tax Reduction Program, is added to the Agreement.

7. The term "Mobile Digital Computer" as used herein and throughout the Agreement shall be deleted and replaced with the term "Mobile Data Computer." Accordingly, all references to "MDC" shall be references to "Mobile Data Computer."

8. The term "Mobile Digital Terminal" as used herein and throughout the Agreement shall be deleted and replaced with the term "Mobile Data Terminal." Accordingly, all references to "MDT" shall be references to "Mobile Data Terminal."

9. Contractor represents and warrants that the person executing this Amendment Number One for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

10. Except as expressly provided in this Amendment Number One, all other provisions, terms, and conditions of the Agreement will remain the same and in full force and effect.

COUNTY OF LOS ANGELES

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76056
AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number One to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number One, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: Gloria Molina
Chair, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Deputy

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

By: Deputy

PENSKE TRUCK LEASING CO., L.P.

Signed: Brad L. Earle

Printed: Brad L. Earle

Title: Contractor Project Manager

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: Michele Jackson
Michele Jackson
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 JUL 06 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

76056 SUPPLEMENT 1

AMENDMENT NUMBER ONE

EXHIBIT C

PRICING SHEET

A. FIXED PRICE FOR FLEET MAINTENANCE

Effective upon execution of this Amendment Number One, Contractor's annual price for Fixed-Price services is **$12,726,985** for the Adjusted Fleet size of **4,772** units, refer to Table A.2 of this section for the adjusted quantities for Groups 1, 2, and 3.

Contractor shall invoice County one-twelfth of the annual Fixed Price portion of the Agreement in arrears on a monthly basis, beginning thirty (30) days after the Commencement Date. This base price, per unit increases and/or decreases, and Fee-for-Service labor rates may be adjusted as described in the Agreement, Paragraph 8., Prices and Fees.

Contractor's annual price for Fixed-Price services beginning the **fourth** year of this Agreement is **$11,608,081.** The amount of **$11,608,081**, is for the **Fixed Price Base Fleet size of 4,216 units**, in the quantities specified below for Groups 1, 2, and 3. This will remain as the set price and set fleet size from which all **future** Fixed-Price adjustments will be made.

Month to month extensions will be at the price of the Agreement at the time the extension is exercised.

A.1 FIXED PRICE BASE FLEET

FIXED PRICE BASE FLEET SIZE	NUMBER OF UNITS
Group 1 - Non-emergency sedans, trucks, vans, and other vehicles/equipment with a GVW rating of 10,000 lbs. or less, and all on-road trailers	**2,300**
Group 2 - Emergency Patrol/Rescue Sedans, trucks, and vans with a GVW rating of 10,000 lbs. or less, and On-road motorcycles, Off-road motorcycles, and ATV's,	**1,677**
Group 3 - Trucks, buses, and other vehicles/equipment with a GVW rating of 10,001 lbs. or higher	**239**
TOTAL	**4,216**

A.2 ADJUSTED FLEET SIZE FROM TABLE A.1 - FIXED PRICE BASE FLEET (AS OF 06/01/10)

ADJUSTED FLEET SIZE	CHANGE MADE	ADJUSTED NUMBER OF UNITS
Group 1 - Non-emergency sedans, trucks, vans, and other vehicles/equipment with a GVW rating of 10,000 lbs. or less and all on-road trailers	+206	2,506
Group 2 - Emergency Patrol/Rescue Sedans, trucks, and vans with a GVW rating of 10,000 lbs. Or less, and On-road motorcycles, Off-road motorcycles, and ATV's	+341	2,018
Group 3 - Trucks, buses, and other vehicles/equipment with a GVW rating of 10,001 lbs or higher	+9	248
	TOTAL	4,772

B. ADJUSTMENTS TO BASE FLEET FIXED PRICE AMOUNT

B.1 CHANGE IN FLEET SIZE

PRICE COMPONENT	PER UNIT PRICE
Group 1 - Non-emergency sedans, trucks, vans, and other vehicles/equipment with a GVW rating of 10,000 lbs. or less, and all on-road trailers	$1,166
Group 2 - Emergency Patrol/Rescue Sedans, trucks, and vans with a GVW rating of 10,000 lbs. or less, and On-road motorcycles, Off-road motorcycles, and ATV's	$2,437
Group 3 - Trucks, buses, and other vehicles/equipment with a GVW rating of 10,001 lbs. or higher	$5,299

The current equipment type numbers of vehicles/equipment assigned to each group are as follows:

Group 1: 4, 7, 10, 13, 25, 39, 40, 43, 46, 47, 48, 49, 50, 52, 55, 58, 61, 64, 67, 70, 71, 73, 80, 91, 92, 93, 94, 95, 96, and 98

Group 2: 1, 2, 15, 16,19, 22, 28, and 97

Group 3: 3, 5, 6, 29, 30, 31, 34, 37, 66, 68, 69, 72, 74, 76, 79, 82, 85, 86, 87, 88 and 90

The description of each of the equipment type numbers is shown in Exhibit B, Statement of Work, Attachment 7. Additional equipment type numbers may be added during the course of this Agreement by the County Project Manager or his/her designee, as needed, and in accordance with the Price Component descriptions for Groups 1, 2, and 3 listed above.

The per unit prices for Group 1, Group 2, and Group 3 units are applicable for each vehicle or piece of equipment added to or deleted from the Fixed Price fleet, regardless of where the unit is allocated or assigned. The adjustment amount for the increases or decreases to the Fleet Base Price, which was confirmed at Agreement signing, shall be calculated based on per unit prices and shall be added to the annual fixed price in the manner set forth below. An initial Fixed Price fleet size adjustment from the **Base Fleet Size of 4,216 units** will be made within the first (5) business days of Agreement start, and will be effective as of the first day of the Agreement. Additionally, Fixed Price fleet size adjustments shall be made semi-annually, effective the first of the month every six (6) months thereafter. Interim Fixed Price fleet size adjustments may be made, when requested in writing by Contractor or by County, when increases or decreases equating to $60,000 annually occur within a semi-annual period. The interim price adjustment shall become effective for the first whole month following the date the increase/decrease is approved by the County Project Manager or his/her designee, and shall remain effective until the next adjustment is made. Changes in the CPI and/or the average salary movement granted to County employees will be applied to these Change in Fleet Size rates as specified in the Agreement, Paragraph 8., Prices and Fees.

Any vehicle or piece of equipment found, during a fleet inventory review, to be an exception to its group assignment by equipment type, i.e. incorrectly assigned, or any vehicle and/or piece of equipment/attached refrigeration units, will be assigned to the correct group at that time. The fleet size adjustment price for any unit, when removed, corrected, and/or added to the fleet, will be according to its correct group assignment, and shall become effective for the first whole month following the date the adjustment is approved. Any and all fleet size adjustments, corrections, and/or additions must be approved by the County Project Manager or his/her designee.

B.2 FIXED PRICE CHANGE FOR MINIMUM STAFFING INCREASE/DECREASE

The Contractor's price for Fixed-Price services shall be adjusted for increases or decreases in the Agreement mandated Minimum Staffing level, when required by County. This shall be accomplished through the Change Order process, as specified in Section 6.0 of the Agreement. An addition or reduction of journeyman vehicle, equipment, body/fender mechanics, or automotive painters, above or below the total minimum staffing requirement of ninety-seven (97) personnel in these job classifications, as specified in Exhibit B, Attachment 3, Repair Locations/Minimum Staffing, shall increase or decrease the Contractor's Base Price for Fixed-Price services by **$52,988** annually per minimum staff employee. One example would be if the Department should open a new repair facility, and the County Project Manager determines that this requires an additional minimum staff

mechanic, and not just the transfer of existing personnel. This would require an increase in the Contractor's Base Price for Fixed-Price services. Conversely, should the Department close a repair facility or require less minimum staff due to fewer contract cities, etc., and the County Project Manager determines that this requires a reduction of minimum staff mechanics, this would require a decrease in the Contractor's Base Price for Fixed-Price services. Changes in the CPI and/or the average salary movement granted to County employees will also be applied to this rate, in accordance with the Agreement, Paragraph 8., Prices and Fees.

C. FEE-FOR-SERVICE HOURLY LABOR RATES

The following hourly labor rates shall apply to Fee-for-Service charges, in accordance with Section V V of Exhibit B, Statement of Work. Increases in the CPI or the average salary movement granted to County employees as specified in the Agreement, Paragraph 8, Prices and Fees, will be applied to these rates in accordance with the same schedule of rate increases.

CATEGORY	HOURLY LABOR RATE	OVERTIME HOURLY LABOR RATE
Light and Medium vehicle, trailer, and Boat Mechanical Repair, Outfitting, and Preparation for Disposal	**$ 43.45**	**$ 54.31**
Heavy Vehicle Mechanical Repair, Outfitting, and Preparation for Disposal	**$ 47.69**	**$ 59.61**
Mechanical Repair and Body Repair/Painting of Off Highway and Auxiliary Equipment	**$ 47.69**	**$ 59.61**
Mechanical Repair and Body Repair/Painting of On-road motorcycles, Off-road motorcycles, and ATV's	**$ 44.51**	**$ 55.64**
Body Repair/Painting Light and Medium vehicles and Boats	**$ 44.51**	**$ 55.64**
Body Repair/Painting Heavy Vehicle, Semi-Trailer and Bus	**$ 47.69**	**$ 59.61**
Specialized Conversion Outfitting for Light, Medium, and Heavy Vehicles, Semi-Trailers, and Buses * Specifically for converting Mobile Digital Terminal equipped vehicles to Mobile Digital Computer equipped vehicles and updating all associated equipment (refer to Section **V V.1.p)**	**$ 95.00**	**$ 95.00**

D. FEE-FOR-SERVICE PAINT MATERIAL COSTS

The following price per estimated paint hour rates shall apply to accident repair Fee-for-Service charges, in accordance with Section V V of Exhibit B, Statement of Work. Increases in the CPI or the average salary movement granted to County employees as specified in the Agreement, Paragraph 8, Prices and Fees, will be applied to these rates in accordance with the same schedule of rate increases. Inordinate changes in auto and truck paint material costs, due to environmental and/or market price mandates, may justify interim rate changes, when documented by Contractor, and approved by the County Project Manager and described in Paragraph 8 of the Agreement

CATEGORY	COST PER ESTIMATED PAINT HOUR
Single Stage Paint Rate	$ 25.43
Multiple Stage Paint Rate	$ 43.94

AMENDMENT NUMBER ONE

EXHIBIT E

PERFORMANCE STANDARDS

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
1		**QUALITY CONTROL PLAN--**			
1.a	**SOW: Section G - Quality Control/Agreement Compliance**	Provide Quality Control Plan/Provide Revisions to the Quality Control Plan, that is approved by County's Project Manager.	100%	$50	$100
1.b	**SOW: Section G -Quality Control/Agreement Compliance**	Perform Quality Control, to include minimum requirements as specified in Agreement.	100%	$20 per minimum requirement and/or per vehicle	$40 per minimum requirement and/or per vehicle
1.c	**SOW: Section G.4 - Quality Control/Agreement Compliance**	Maintain records regarding the Quality Control Plan.	100%	$50	$100
2		**NORMAL HOURS OF OPERATION/STAFFING LEVELS--**			
2.a	**SOW: Section H - Hours of Operation** **Attachment 3 - Repair Locations/Minimum Staffing Levels**	Provide service as per Agreement every County workday, on schedule. Exceptions must be approved by County's Project Manager.	100%	$30 per minimum requirement and/or per hour	$50 per minimum requirement and/or per hour

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
2.b	**SOW: F.1 - Staffing Levels, Training, and Safety Requirements**	Contractor shall not close any stations/facilities without prior authorization from the County's Project Manager.	100%	$30 per business hour	$50 per business hour
2.c	**SOW: Section F - Staffing Levels, Training, and Safety Requirements** **SOW: Attachment 3 - Repair Locations/Minimum Staffing Levels**	Failure to meet total minimum staffing requirements, and/or minimum staffing/shift requirements by location.	100%	$25 per business hour per employee	$50 per business hour per employee
3		**HOURS OF OPERATION IN EMERGENCY SITUATIONS--**			
3.a	**SOW: Section H.3 - Emergencies**	Staffing requested at facilities designated with time frame.	100%	$500	$1000
4		**SERVICE INTERRUPTIONS--**			
4.a	**SOW: Section H.4 - Service Interruptions**	Continue service by whatever means available and incur reasonable costs.	100%	Contract Termination	
5		**CONTRACTOR PROVIDED ITEMS--**			
5.a	**SOW: Section J - Contractor Furnished Items**	Personnel, equipment, tools, vehicles, services, supplies and materials specified.	100%	$50 per item per week not provided	$100 per item per week not provided

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
5.b	**SOW: Section J.7 - Security**	Security.	100%	$50 + actual damages	$100 + actual damages
5.c	**SOW: Section K - Contractor Use of County Vehicles, Equipment, Radios, and Facilities**	Equipment - misuse of vehicles, radios, etc.	100%	$50 + actual damages	$100 + actual damages
5.d	**SOW: Section F.7 - Staffing Levels, Training, and Safety Requirements**	Personnel certifications and training, to include e.g.,licenses, endorsements, brake and lamp certifications, Chief Frame Machine and Genesis Measuring System, Active and Passive Restraint System training, etc.	100%	$25 per business day, per employee certification, license, training	$50 per business day, per employee certification, license, training
5.e	**SOW: Section J - Contractor Furnished Items, R.6.d - County Training and Use of ShopFax: Access to Fleet Records and CC.2.c - Facility Equipment**	Most current updates for (8) scanners, CCC Crash Estimating System, Genesis Measuring System, Chief Frame Machine, All Data Systems, and B.A.R. smog machines.	100%	$50 per update per week not provided	$100 per update per week not provided
5.f	**SOW: Section N - Employee Assignment**	Employee Assignment.	100%	$50	$100
6		**REPAIRS--**			
6.a	**SOW: Section O.2.a - Vehicle Repair Time Requirements**	Prepare mechanical cost estimates within one (1) business day.	100%	$25 per business day, per estimate not provided	$50 per business day, per estimate not provided

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
6.b	**SOW: Section O.2.b - Vehicle Repair Time Requirements**	Mechanical repairs completed within three-ten days.	100%	$25 per business day per vehicle	$50 per business day per vehicle
6.c	**SOW: Section O.3 - Quick Fix Repairs and Appointments**	Provide "Quick-Fix" repairs and appointment service within prescribed time frames.	100%	$10 per business hour delayed, per vehicle	$20 per business hour delayed, per vehicle
6.d	**SOW: Section O.3.a and b - Quick Fix Repairs and Appointments**	Record "Quick Fix" repairs, to include "turnaround" time, in the Fleet Management Information System - ShopFax.	100%	$10	$20
6.e	**SOW: Section O.1.a - Vehicle Repair Time Requirements**	Perform vehicle/equipment maintenance and repairs as per OEM or as instructed by COUNTY Project Manager or his/her designee.	100%	$50	$100
6.f	**SOW - Sections O.1.f and g Vehicle Repairs/Maintenance** **Exhibit A, Additional Terms and Conditions: Paragraph 1.0 - Subcontracting**	Provide vendor agreements/service.	100%	$50	$100
6.g	**SOW: Section Q.2 - Vehicle Abuse**	Record and document vehicle abuse in the Fleet Management Information System - ShopFax.	100%	$20	$40
6.h	**SOW: Section O.4 - Out of Service Rate Requirements - By Category**	Categorize and record "out-of-service" data in the Fleet Management Information System - ShopFax in "real time".	100%	$50 per "out of' service" vehicle without correct open repair order	$100 per "out of' service" vehicle without correct open repair order

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
6.i	**SOW: Section O - Service Requirements**	Furnish supervision, labor, tools, parts, and supplies at stations, repair facilities, and for mobile mechanics to maintain fleet.	100%	$50	$100
6.j	**SOW: Sections II - Daily Report, JJ - Monthly Report, KK - Quarterly Report, and LL - Annual Reports**	Report all requirements in Daily, Monthly, Quarterly, and Annual Reports.	100%	$50 per item not provided	$100 per item not provided
6.k	**SOW: Section O.4 - Out of Service Rate Requirements - By Category and Section R.2 - Operation of the Fleet Management Information System**	Ensure actual labor times for separate vehicle system repairs and correct repair order Repair Reasons are accurately recorded on all repair orders. Exceptions for actual labor times on accident repair, administrative, and direct purchase repair orders can be authorized by the COUNTY Project Manager, or his/her designee.	100%	$50	$100
6.l	**SOW: Section O.5.e - Rework/Preventive Maintenance/Quality Control Comebacks**	Incur all expenses, including transportation for "comeback/rework" repairs as defined.	100%	$50 + expenses	$100 + expenses
6.m	**SOW: Section O.5.g - Rework/Preventive Maintenance/Quality Control Comebacks**	Achieve less than a 3% "comeback/rework" rate for all repairs, by the repair location where original work was done.	100%	$50	$100
6.n	**SOW: Section O.4.c - Out of Service Rate Requirements - By Category**	Contractor shall ensure that the "out-of-service rate" does not exceed the maximum number of vehicles/equipment allowed to be out-of-service for any Department Unit of Assignment.	100%	$50 per day per Unit of Assignment	$100 per day per Unit of Assignment

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
7		**ACCIDENT REPAIRS--**			
7.a	**SOW: Section WW.2 - Accident Repairs**	Estimates prepared within two (2) business days of Contractor receipt of vehicle.	100%	$50	$100
7.b	**SOW: WW.4 - Accident Repairs**	Make repair vs. replace recommendation within two (2) business days of receipt of vehicle.	100%	$25	$50
7.c	**SOW: Section WW.5 - Accident Repairs** **Exhibit A, Additional Terms and Conditions, Paragraph 1.0 - Subcontracting**	Ensure all vendor repairs meet OEM and/or Agreement standards.	100%	$50	$100
7.d	**SOW: Section WW.6 - Accident Repairs**	Require "County Standard Accident Report" prior to beginning work on a vehicle, when required by County.	100%	$50	$100
7.e	**Agreement, Paragraph 11.0 - Liquidated Damages**	Correctly calculate out of service time and automatic deductions by category, and submit documentation with accurate invoices.	100%	$50 + deduction, per deduction missed	$100 + deduction, per deduction missed
7.f	**SOW: Sections WW.8 and WW.12 - Accident Repairs**	Track vehicle movement from one repair section to another in ShopFax, the Management Information System, based on original date received, and section transfer dates.	100%	$50	$100
7.g	**SOW: Section WW.11 - Accident Repairs, Out of Service Time**	Minor Accident Repairs to be completed within seven (7) business days. Minor Accident repair is defined as a body/paint repair that is ten (10.0) hours or less.	100%	$50 per business day per vehicle	$50 per business day per vehicle

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
7.h	**SOW: Section WW.11 - Accident Repairs, Out of Service Time**	Major Accident Repairs to be completed within twenty-one (21) business days. Major Accident repairs is defined as a body/paint repair that is ten (10.1) hours or more.	100%	$20 per business day per vehicle	$40 per business day per vehicle
7.i	**SOW: Section WW.10 - Accident Repair**	Submit individual summarized list of accident repair costs by vehicle, by accident, when requested by County.	100%	$50	$100
7.j	**SOW: Section F.7.e - Staffing Levels, Training, and Safety Requirements**	Provide trained and certificated technician for frame rack/measuring system at Eastern Avenue repair facility.	100%	$20 each business day out of compliance	$40 each business day out of compliance
8		**PREVENTATIVE MAINTENANCE (PM) AND INSPECTIONS--**			
8.a	**SOW: Section S.3 - Preventive Maintenance (PM) and Inspections**	Perform correct PM when vehicle is in the shop, and/or when PM is within 500 miles/30days of being due.	100%	$25	$50
8.b	**SOW: Section S.2 - Preventive Maintenance (PM) and Inspections**	Perform Contractor or Department generated campaigns within 120 days, unless otherwise specified by the County Project Manager, or his/her designee.	100%	$10 per day overdue, per campaign not performed, per vehicle	$20 per day overdue, per campaign not performed, per vehicle
8.c	**SOW: Section S.1 - Preventive Maintenance (PM) and Inspections**	Maintain an automated detailed PM program in the Fleet Management Information System - ShopFax, and update PM checklists, PM assignments/lead times, and similar operations within two (2) business days.	100%	$100	$200

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
8.d	**SOW: Section S.2 - Preventative Maintenance (PM) and Inspections** **SOW: Attachment 5, Preventive Maintenance Vehicle Classifications**	Ensure timeliness of local, state and federal, safety and PM inspections.	100%	$50	$100
8.e	**SOW: Section S.4 - Preventive Maintenance (PM) and Inspections**	Schedule, notify user, and perform preventive maintenance.	100%	$25 per Unit of Assignment not notified	$50 per Unit of Assignment not notified
8.f	**SOW: Section S.5 - Preventative Maintenance (PM) and Inspections**	Advise County's Project Manager in the monthly report which Units of Assignment, vehicle numbers, and drivers (if known), that failed to respond to 2nd notice.	100%	$50	$100
8.g	**SOW: Section F.7.d - Staffing Levels, Training and Safety Requirements**	Ensure that at least one (1) State licensed smog technician is on-site during business hours at each of the three (3) Department smog testing facilities; Eastern Avenue, Pitchess Detention Center, and STAR Center.	100%	$10 per business hour without smog technician	$20 per business hour without smog technician
8.h	**SOW: Section F.9 - Staffing Levels, Training and Safety Requirements**	Perform joint brake/mechanical/electrical inspections of vehicles, by Contractor brake certified mechanic, as requested, by County within two (2) business days, or immediately, if required.	100%	$20 per vehicle, per hour exceeded	$40 per vehicle, per hour exceeded

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
8.i	**SOW: Section F.7.a - Staffing Levels, Training and Safety Requirements**	Ensure all mechanics who perform brake system work on Department vehicles be at a minimum ASE and or /State of California, Bureau of Automotive Repair, certified in brakes. Must have appropriate license for the vehicle/equipment they are required to inspect or repair.	100%	$50 per incident	$100 per incident
8.j	**SOW: Section F.7.e - Staffing Levels, Training and Safety Requirements**	Perform State certified lamp adjusting.	100%	$50 per vehicle	$100 per vehicle
8.k	**SOW: Section JJ.c - Monthly Report**	Report PM compliance rate in Monthly Reports.	100%	$50	$100
8.l	**SOW: Section S.1 - Preventative Maintenance (PM) and Inspections**	Achieve a PM compliance rate of 97% per month.	100%	$250	$500
8.m	**SOW: Section CC.1.f - Facility**	Pay telephone line expense, including BAR equipment.	100%	$10 each business day delayed past ten (10) business days + invoice	$20 each business day delayed past ten (10) business days + invoice
9		**ROAD SIDE SERVICE & TOWING--**			
9.a	**SOW: Section T - Field Services and Towing**	Provide emergency road service assistance, including towing 24-hours, 7 days a week, in time frames specified in the Agreement.	100%	$20 per requirement and/or per hour delayed	$40 per requirement and/or per hour delayed

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
9.b	**SOW: Section T.4 - Field Services and Towing**	Track all towing breakdown information in the Fleet Management Information System - ShopFax, and supply this information in report form as part of each Quarterly Report.	100%	$20 per requirement and/or per day delayed	$40 per requirement and/or per day delayed
9.c	**SOW: Section T.7 - Field Services and Towing**	Notify County's Project Manager 24 hours prior to a change in tow telephone number.	100%	$100	$200
10		**CAR WASHES--**			
10.a	**SOW: Section U - Car Wash Service**	Provide car wash service at Eastern Avenue.	100%	$25	$50
10.b	**SOW: Section U - Car Wash Service**	Keep area surrounding Eastern Avenue car wash clean.	100%	$25	$50
10.c	**SOW: Section U - Car Wash Service**	Service and maintain car wash clarifier at Eastern Avenue car wash.	100%	$25 per day not maintained	$50 per day not maintained
11		**SECURITY OF VEHICLES AND EQUIPMENT--**			
11.a	**SOW: Section V.2 - Security of Vehicles and Equipment**	If equipment found to be damaged/missing from a vehicle and not noted on inspection form.	100%	$100 + repair/replacement cost	$200 + repair/replacement cost
11.b	**SOW: Section V.3 - Security of Vehicles and Equipment**	Report incidents of theft or vandalism to County's Project Manager, and local law enforcement agency.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
12		**REPAIR PARTS MANAGEMENT--**			
12.a	**SOW: Section W - Repair Parts Management**	Procure repair parts in a timely manner, and in order to meet the Performance Standards of this Agreement.	100%	$50	$100
12.b	**SOW: Sections W.1, W.2 and W.3 - Repair Parts Management**	Maintain adequate inventory to meet operational needs including emergencies and other emergency vehicle parts.	100%	$50	$100
12.c	**SOW: Section W.3 - Repair Parts Management**	Ensure sufficient quantities of spare parts to preclude out of stock situations for Emergency Response Vehicles during emergency situations.	100%	$50	$100
12.d	**SOW: Section W.2 - Repair Parts Management**	Install parts which meet or exceed OEM specifications.	100%	$100 + actual damages	$200 + actual damages
12.e	**SOW: Sections W2.a through W.2.f - Repair Parts Management**	Obtain County Project Manager's approval of tire and brake specifications, and ensure the approved parts are installed on the correct vehicle types.	100%	$100 per incorrect part installation + actual damages	$200 per incorrect part installation + actual damages
12.f	**SOW: Section W.5 - Repair Parts Management**	Identify all repair parts on vehicle work orders by manufacturer, part number, description, VMRS code, and cost.	100%	$50	$100
12.g	**SOW: Section W.8 - Repair Parts Management**	Ensure all parts/components warranty information is managed by Fleet Management Information System - ShopFax.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
12.h	**SOW: Section W.4 - Repair Parts Management**	Monitor and control all repair parts inventory/usage in the automated Fleet Management Information System - ShopFax.	100%	$100	$200
12.i	**SOW: Section W.4 - Repair Parts Management**	Ensure complete repair parts inventory, VMRS, and parts usage reports are available to County Project Manager, County Supervising Monitor, and their designees at all times upon their request.	100%	$50	$100
12.j	**SOW: Section X - New Vehicle Preparation (Outfitting)**	Maintain minimum inventory of specialized equipment such as packages of outfitting equipment identified in Section X, Exhibit B, SOW; also, deep cycle batteries for MDT's, MDC's, outfitting components and parts, radio, computer, and electrical cabling, etc. for trunk installations.	100%	$50	$100
12.k	**SOW: Section W.5 - Repair Parts Management**	Record parts usage history for 100% of stocked and non-stocked parts in Fleet Management Information System - ShopFax.	100%	$10 per part not recorded	$20 per part not recorded
12.l	**SOW: Section W.9 - Repair Parts Management**	Charge for labor costs only if County obtains repair parts independently.	100%	$100	$200

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
13		**NEW VEHICLE PREPARATION - OUTFITTING–**			
13.a	**SOW: Section X.1 - New Vehicle Preparation (Outfitting)**	Prepare for service (outfit) up to sixty (60) vehicles per month, of which forty (40) may be fully outfitted vehicles (Fixed Price), and up to a total of five-hundred-fifty (550) vehicles per year, of which three-hundred-fifty (350) may be fully outfitted vehicles (Fixed Price); the balance of two-hundred (200) vehicles are to be charged Fee-for-Service as specified by County's Project Manager.	100%	$50 per each non-fully outfitted vehicle less than requested that month. $300 per each fully outfitted vehicle less than requested that month.	$100 per each non-fully outfitted vehicle less than requested that month. $600 per each fully outfitted vehicle less than requested that month.
13.b	**SOW: Section X - New Vehicle Preparation (Outfitting)**	Contractor shall complete and deliver up to fifteen (15) "fully outfitted' vehicles within any fifteen (15) calendar day period to County, when requested by County Project Manager.	100%	$50 per day per vehicle	$100 per day per vehicle
13.c	**SOW: Section X - New Vehicle Preparation (Outfitting)**	Contractor shall complete and deliver up to ten (10) vehicles with less than six (6) hours of required outfitting within any seven (7) calendar day period to COUNTY, when requested by County Project Manager.	100%	$50 per day per vehicle	$100 per day per vehicle
13.d	**SOW: Section R - Fleet Management Information System (MIS) Requirements**	Record accurate vehicle information/ repair history in Fleet Management Information System - ShopFax.	100%	$50	$100
13.e	**SOW: Section X.4 - New Vehicle Preparation (Outfitting)**	Paint and apply vehicle numbers on vehicle.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
13.f	**SOW: Section X.6 - New Vehicle Preparation (Outfitting)**	Provide on-site lock-smithing and key making.	100%	$50	$100
13.g	**SOW: Section X.7 - New Vehicle Preparation (Outfitting)**	Deliver three sets of keys to County Project Manager.	100%	$50	$100
13.h	**SOW: Section X.5 - New Vehicle Preparation (Outfitting)**	Install decals provided by County.	100%	$50	$100
13.i	**SOW: Section X.2.b - New Vehicle Preparation (Outfitting)**	Coordinate and document radio and other electronic equipment installation with Department Electronic Equipment Installers.	100%	$50	$100
14		**INSTALLATION AND FABRICATION--**			
14.a	**SOW: Section AA - Installations**	Install push bars, lights, locks, secure idle, intersection clearance lights, command boxes, utility boxes, lift gates, A/C cut outs, black out switches, sirens, gun racks, radio racks, and radio/data/power cables, auxiliary fuel tanks etc.	100%	$50	$100
14.b	**SOW: Section AA - Installations**	Contractor shall provide certain installations, to include but not limited to, window tinting, alarms and lift gates, etc.	100%	$50	$100
14.c	**SOW: Section Y - Fabrication**	Fabricate components.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
15		**REPAIR VS. REPLACE RECOMMENDATIONS--**			
15.a	**SOW: Section P - Replace versus Repair Recommendations**	Make vehicle repair vs. replace recommendations when repairs exceed pre-established guidelines.	100%	$50	$100
16		**VEHICLE DISPOSAL PREPARATION--**			
16.a	**SOW: Section BB - Vehicle Disposal Preparation**	Remove spotlights, light bars, security screens, sirens, computers, brackets, radios, and other County equipment.	100%	$50	$100
16.b	**SOW: Section BB.3 - Vehicle Disposal Preparation**	Remove insignias and lettering without damaging metal or other material, so that there is no "shadow" remaining, and paint doors to a glossy black finish (single stage paint), or primer, when authorized,.	100%	$50	$100
16.c	**SOW: Section BB.2 - Vehicle Disposal Preparation**	Department radios, computers, trackers , cables (not to be cut), and sirens etc. are to be identified by vehicle number, boxed and turned over to Department.	100%	$25 per incident	$50 per incident
16.d.	**SOW: Section BB.6 - Vehicle Disposal Preparation**	Ensure auction vehicles meet minimum safety/public sale requirements.	100%	$50	$100
16.e	**SOW: Section BB.7 - Vehicle Disposal Preparation**	Perform cost-effective minor repairs to increase resale value.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
16.f	**SOW: Section BB - Vehicle Disposal Preparation**	Prepare for disposal up to sixty (60) vehicles per month and up to a total of five-hundred and fifty (550) vehicles per year (Fixed Price). Of the sixty (60) vehicles per month, forty (40) may be fully outfitted vehicles, and of the five-hundred and fifty (550) vehicles per year, three-hundred and fifty (350) may be fully outfitted vehicles. The vehicles to be prepped for disposal will be as specified by County's Project Manager, or his/her designee. These quantities are under the Fixed Price portion of the Agreement.	100% of vehicles requested each month	$50 per each vehicle less than requested that month	$100 per each vehicle less than requested that month
17		**REPAIR FACILITY AND FACILITY EQUIPMENT MAINTENANCE--**			
17.a	**SOW: Section CC.2.c - Facility Equipment**	Furnish equipment, tools and technical service manuals to perform work.	100%	$50	$100
17.b	**SOW: Section CC1.d - Facility**	Shall not work on vehicles not owned or leased by Department and/or County.	100%	$50	$100
17.c	**SOW: Section CC1.e - Facility**	Ensure cost efficient energy utilization and report annually to County's Project Manager.	100%	$50	$100
17.d	**SOW: Section CC1.b - Facility**	Make no alterations/improvement to facilities without approval of County's Project Manager.	100%	$50	$100
17.e	**SOW: Section HH.g - Fleet Performance Monitoring and Operational Plan**	Ensure Facility Environmental Compliance Plan is provided with Operational Plan.	100%	$100 + fines	$250 + fines

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
18		FACILITY EQUIPMENT--			
18.a	**SOW: Section CC.2.l and CC.2.m - Facility Equipment**	Add facility equipment only upon approval of County's Project Manager.	100%	$50	$100
18.b	**SOW: Section CC.2.f, g, and h - Facility Equipment** **SOW: Attachment 6, Shop Equipment**	Purchase and install all equipment listed in within ninety (90) days of the commencement of this Agreement.	100%	5% of item price, per week delay, per item	10% of item price, per week delay, per item
18.c	**SOW: Section HH.h - Fleet Performance Monitoring and Operational Plan, Section CC.3.c and CC.4.b - Maintenance**	Service and maintain all facility and shop equipment in accordance with Industry standards and COUNTY approved Operational Plan.	100%	$20 each business day delayed per category + actual repair costs	$40 each business day delayed per category + actual repair costs
18.d	**SOW: Section CC.2.b - Facility Equipment**	Assume risk of loss, damage or destruction of all furnished County equipment and tools.	100%	$50	$100
18.e	**SOW: Section CC.2.k - Facility Equipment**	Return County equipment and tools in original condition, less wear, upon contract termination.	100%	$50	$100
18.f	**SOW: Section CC.2.l - Facility Equipment**	Coordinate enhancement of existing County equipment with County's Project Manager.	100%	$50	$100
18.g	**SOW: Section CC.2.m - Facility Equipment**	Receive approval of County's Project Manager for sharing cost of new equipment prior to acquisition.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
18.h	**SOW: Section CC.2.n - Facility Equipment**	Acquire replacement equipment and tools through competitive bid process approved by County Project Manager.	100%	$50	$100
18.i	**SOW: Section CC.2.o - Facility Equipment**	Acquire replacement equipment and tools after approval of County's Project Manager.	100%	$50	$100
18.j	**SOW: Section CC.2.o - Facility Equipment**	Amortize new equipment purchases using method acceptable to County's Project Manager.	100%	$50	$100
18.k	**SOW: Section CC.2.p - Facility Equipment**	Ensure that ShopFax, the Fleet Management Information System is a full production version and identical copy of program upon termination.	100%	$50	$100
19		**MAINTENANCE--**			
19.a	**SOW: Section CC.3.b - Maintenance**	Perform internal maintenance, cleaning, light bulbs, glass, minor plumbing at facilities/stations.	100%	$50	$100
19.b	**SOW: Section CC.3.c - Maintenance**	Perform maintenance for County furnished equipment.	100%	$50	$100
19.c	**SOW: Section CC.3.e - Maintenance**	Perform daily sweeping, mopping, dusting, waste and rubbish removal, etc..	100%	$50	$100
19.d	**SOW: Section CC.3.e - Maintenance**	Perform all operations to present a clean, safe and sanitary work environment.	100%	$50	$100
19.e	**SOW: Section CC.3.d and e - Maintenance**	Place all rubbish, waste material, and oily rags in approved containers.	100%	$50	$100
19.f	**SOW: Section CC.3.g - Maintenance**	Furnish all supplies/materials to perform facility/equipment maintenance.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
19.g	**SOW: Section CC.3.g - Maintenance**	Store all maintenance supplies/materials in authorized/secure areas.	100%	$50	$100
20		**FACILITY EQUIPMENT SECTION OF OPERATIONAL PLAN--**			
20.a	**SOW: Section CC.4.a - Facility and Facility Equipment Section of Operational Plan**	Include courses of action for remedying existing facility violations/report quarterly.	100%	$50	$100
20.b	**SOW: Section CC.4.c - Facility and Facility Equipment Section of Operational Plan**	Include and implement an Energy Conservation Program.	100%	$50	$100
20.c	**SOW: Section CC.4.c - Facility and Facility Equipment Section of Operational Plan**	Report energy conservation measures and telephone expenses in the Annual Report.	100%	$50	$100
20.d	**SOW: Sections F.2 and F.5 - Staffing Levels, Training, and Safety Requirements** **SOW: Section EE.3 - Hazardous Waste**	Provide a written Hazard Communication Program Safety Manual to all employees annually.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
21		**FACILITY MAINTENANCE REPORTING--**			
21.a	**SOW: Section CC.5 - Facility Maintenance Reporting**	Report conditions of facilities and stations in Monthly reports.	100%	$50	$100
21.b	**SOW: Section CC.5 - Facility Maintenance Reporting**	Include description, amortization, serial no., cost, purchase date of equipment in Quarterly Report.	100%	$50	$100
21.c	**SOW: Section CC.5 - Facility Maintenance Reporting**	Report in a like manner any equipment traded, sold or otherwise disposed.	100%	$50	$100
22		**PERMITS--**			
22.a	**SOW: Section DD - Permits**	Obtain all licenses/permits required.	100%	$50	$100
23		**HAZARDOUS WASTE--**			
23.a	**SOW: Section EE.1 - Hazardous Waste**	Dispose of all trash and hazardous waste in accordance with local, state and federal law.	100%	$50	$100
23.b	**SOW: Section EE.2 - Hazardous Waste**	Maintain records of all hazardous chemicals and waste.	100%	$50	$100
23.c	**SOW: Section EE.2 - Hazardous Waste**	Ensure hazardous material records contain materials origin, use, distribution, and disposal.	100%	$50	$100
23.d	**SOW: Section EE.3 - Hazardous Waste**	Provide training and management for employees handling hazardous materials.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
23.e	**SOW: Section EE.1 - Hazardous Waste**	Dispose of used tires and parts in accordance with applicable rules and regulations.	100%	$50	$100
24		**FLEET RECORD MANAGEMENT**			
24.a	**SOW: Section R.1.a - Fleet Management Information System Administration**	Provide/maintain permanent, detailed automated record system containing data elements listed.	100%	$50	$100
24.b	**SOW: Section R - Fleet Management Information System Administration**	Provide/maintain permanent, detailed automated record system with capabilities listed.	100%	$50	$100
24.c	**SOW: Section R.2.b.9 - Operation of the Fleet Management Information System**	Vehicle odometer reading taken directly from vehicle for each repair order.	100%	$25	$50
24.d.	**SOW: Section R.2.b.8 - Operation of the Fleet Management Information System**	Provide Purchase Order/Requisition tracking in Fleet MIS.	95%	$50	$100
24.e	**SOW: Section R - Fleet Management Information System (MIS) Requirements**	Maintain a Bar Code Module to facilitate all bar-coding operations in Fleet MIS.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
24.f	**SOW: Section R.1.c & g - Fleet Management Information System Administration**	Maintain minimum staffing requirements for Information Technology Administrator and Assistant.	100%	$25 per hour	$50 per hour
24.g	**SOW: Section R.1.a - Fleet Management Information System Administration and Section R.6.d - County training and Use of ShopFax: access to Fleet Records**	Install and maintain terminals, software/networking at service locations.	100%	$50	$100
24.h	**SOW: Section R.2.b.29 & 30 - Operation of the Fleet Management Information System**	Contractor site employees, at all locations, to enter all service and repair work into ShopFax in "real time".	100%	$25	$50
24.i	**SOW: Section R.2.b.30 - Operation of the Fleet Management Information System**	Include all information in primary MIS system headquartered at Eastern Avenue.	100%	$50	$100
24.j	**SOW: Section R.5.a - Fleet Management Information System Data Security**	Ensure Fleet MIS records are secured and protected, to include a well-maintained backup Uninterruptible Power Supply (UPS) with parachute software to shut down computer properly.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
24.k	**SOW: Section R.3.k - Fleet Management Information System Procedures**	Ensure fleet MIS users experience less than 20 hours system downtime per year and 20 hours per terminal downtime per year.	100%	$50	$100
24.l	**SOW: Section JJ.g - Monthly Report**	Report Fleet MIS system downtime in Monthly Report.	100%	$25	$50
24.m	**SOW: Section R.5.a - Fleet Management Information System Data Security**	Provide data back-up and back-up tape storage procedures in accordance with this Agreement, and as approved by County Project Manager.	100%	$100	$200
24.n	**SOW: Section R.4 - Fleet Management Information System Expansion and Upgrades**	Ensure all VMRS coding is performed correctly and in the time frames specified..	100%	$50	$100
24.o	**SOW: Section R.6.c - County Training and Use of ShopFax: Access to Fleet Records**	Allow County unlimited access to Fleet MIS data.	100%	$50	$100
24.p	**Exhibit A, Additional Terms and Conditions, Paragraph 42.1 - Records and Audits**	Allow County access to personnel data, books, records, invoices, correspondence, and instructions, plans, drawings, receipts, vouchers and documentation for audit purposes.	100%	$50	$100
24.q	**SOW: Section R - Fleet Management Information System (MIS) Requirements**	Train Sheriff's Fleet personnel to utilize the Fleet Management Information System, ShopFax and provide a procedures manuals.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
24.r	**SOW: Section YY - Records Keeping Requirements**	Keep/maintain all records for five (5) years after completion of contract.	100%	$50	$100
24.s	**Exhibit A, Additional Terms and Conditions, Paragraph 42.1 - Records and Audits**	Pay County for travel if records outside of the County of Los Angeles.	100%	$50	$100
24.t	**Exhibit A, Additional Terms and Conditions, Paragraph 42.1 - Records and Audits**	Provide County annual audited financial statements if requested.	100%	$50	$100
24.u	**SOW: Section R.4 - Fleet Management Information System and Upgrades**	Provide all ShopFax, Fleet Management Information System training, programming changes, VMRS parts coding requirements, and Cognos training within 180 days of commencement of this Agreement.	100%	$250 + cost of each requirement	$500 + cost of each requirement
25		**CLEAN FUEL FLEET PROGRAM ASSISTANCE--**			
25.a	**SOW: Section GG.1 - Clean Fuel Program Assistance**	Assist in the development of a Clean Fuel Fleet Program Plan to ensure compliance with mandates.	100%	$50	$100
25.b	**SOW: Section GG.2 - Clean Fuel Program Assistance**	Identify Clean Fuel Funding Programs that may assist the Department in meeting Clean Fuel Fleet Program goals/mandates.	100%	$50	$100
25.c	**SOW: Section GG.4 - Clean Fuel Program Assistance**	Include status of all Clean Fuel Fleet Programs that currently affect or could affect the Department in Annual Report.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
25.d	**SOW: Section GG.5 - Clean Fuel Program Assistance**	Assist with the Department's Clean Fuel Fleet Program goals and mandates.	100%	$50	$100
26		**FLEET PERFORMANCE MONITORING--**			
26.a	**SOW: Section HH - Fleet Performance Monitoring and Operational Plan**	Supply Operational Plan within time frames specified, the first year Operational Plan within thirty (30) calendar days following the commencement of this Agreement, and the second and subsequent year(s) Operational Plans within sixty (60) calendar days following the anniversary date each year of this Agreement.	100%	$20 per section of plan, per day, not provided, or incomplete	$40 per section of plan, per day, not provided, or incomplete
26.b	**SOW: Section JJ - Monthly Report**	Supply COUNTY Project Manager with a Monthly Report, within five (5) business days of the end of each month, covering the requirements listed.	100%	$10 per section of report, per day, not provided, or incomplete	$20 per section of report, per day, not provided, or incomplete
26.c	**SOW: Section KK - Quarterly Report**	Supply Quarterly Report covering the requirements listed, within ten (10) business days of end of quarter.	100%	$10 per section of report, per day, not provided, or incomplete	$20 per section of report, per day, not provided, or incomplete
26.d	**SOW: Section LL - Annual Reports**	Supply Annual Report covering requirements listed within thirty (30) calendar days following the anniversary date each year of this Agreement.	100%	$20 per section of report, per day, not provided, or incomplete	$40 per section of report, per day, not provided, or incomplete
26.e	**SOW: Section OO.2 - Performance Evaluation Meetings**	Meet with designated representative of the Department regarding performance as requested by County Project Manager.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
27		**WARRANTY MANAGEMENT--**			
27.a	**SOW: Section MM.1 - Warranty Work**	Administer vehicle and parts warranties.	100%	$50	$100
27.b	**SOW: Section MM.1 - Warranty Work**	Deliver and/or make available vehicles and parts for warranty work warranties.	100%	$50	$100
27.c	**SOW: Section MM.2 - In-house Warranty Work**	Credit payments and adjustments for any in-house warranty work to County, in accordance with any future, signed agreement that may be negotiated between Contractor Project Director and County Project Manager.	100%	$50	$100
27.d	**SOW: Section MM.3 - Fleet MIS Tracking of Warranty Work**	Track warranty claims and reimbursements for parts and vehicles in ShopFax, the Fleet Management Information System.	100%	$50	$100
27.e	**SOW: Section MM.4 - Reporting**	Report revenue received from warranty reimbursements in Monthly Reports by type.	100%	$50	$10
28		**MANUFACTURER'S RECALL PROGRAM MANAGEMENT / TECHNICAL BULLETINS--**			
28.a	**SOW: Section NN.1 - Manufacturer's Recalls**	Administer vehicle and parts recall programs.	100%	$50	$100
28.b	**SOW: Section NN.1 - Manufacturer's Recalls**	Deliver and/or make available vehicles and parts for recalls.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
28.c	**SOW: Section NN.1 - Manufacturer's Recalls**	Complete all recall programs within 120 calendar days, or a shorter time period when specified by the County Project Manager.	100%	$10 per vehicle recall per day exceeding 120 days, or other specified time period	$20 per vehicle recall per day exceeding 120 days or other specified time period
28.d	**SOW: Section NN.2 - Fleet MIS Tracking of Manufacturer's Recalls**	Track recall programs for parts and vehicles in the Fleet Management Information System - ShopFax.	100%	$50	$100
28.e	**SOW: Section NN.3 - Reporting**	Provide status of all manufacturer's recall programs in Monthly Report.	100%	$50	$100
28.f	**SOW: Section NN.4 - Manufacturer's Technical Service Bulletins**	Acquire and disseminate all manufacturer's technical bulletins for Department vehicle recalls.	100%	$50	$100
29		**OTHER**			
29.a	**SOW: Section ZZ.1.a - Vehicle/Equipment Receiving and Licensing Work**	Process all paperwork for titles, registrations and licenses, and send to DMV, within time periods specified.	100%	$10 per item not processed within time period specified	$20 per vehicle not processed within time period specified
29.b	**SOW: Section ZZ.1.b - Vehicle/Equipment Receiving and Licensing Work**	Process up to sixty (60) vehicles per week.	100%	$10 per vehicle not processed within time period specified	$20 per vehicle not processed within time period specified

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
29.c	**SOW: Section ZZ.2.b - Preparation of Disposable Vehicles and Documents for Sale at Auction and/or Cannibalization**	Provide all disposal of vehicles/equipment services and completed forms, in the manner required.	100%	$10 per item not processed within time period specified	$20 per item not processed within time period specified
29.d	**SOW: Section ZZ.2.b - Preparation of Disposable Vehicles and Documents for Sale at Auction and/or Cannibalization**	Process up to sixty (60) vehicles, and all related documents per month.	100%	$10 per vehicle not processed within time period specified	$20 per vehicle not processed within time period specified
29.e	**SOW: Section ZZ.3 - Vehicle/Equipment Cleaning and Detailing**	Clean and detail up to five (5) vehicles per business day, in the manner required.	100%	$20 per vehicle not cleaned/detailed within time period specified	$40 per vehicle not cleaned/detailed within time period specified
29.f	**Exhibit A - Additional Terms and Conditions, Paragraph 9.2, Transition Services**	Provide all transition services in accordance with the agreed upon transition plan, while ensuring no interruption in providing the Work in this Agreement on the Department's day-to-day operation	100%	$100 per day, per transition service not provided	$200 per day per transition service not provided
29.g		Compliance with all other Agreement provisions, as determined by County Project Manager.	100%	$50	$100

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT 1ST EVENT	DEFICIENCY CREDIT 2nd & Subsequent Events
30.a	**SOW: Section V V.1.p.3 - Specialized Conversion Outfitting**	Convert One Hundred and Twenty-Five (125) MDT Outfitted Vehicles to One Hundred and Twenty-Five (125) MDC Outfitted Vehicles per month, as provided and requested by the County Project Manager, or his/her designee, as per Section V V.1.p..	100%	$100 per each vehicle less than the number of vehicles requested, up to 125 vehicles per month that is not fully converted for each five (5) business day period the vehicles are not completed	$200 per each vehicle less than the number of vehicles requested, up to 125 vehicles per month that is not fully converted for each five (5) business day period the vehicles are not completed
30.b	**SOW: Section V V.1.p.3 - Specialized Conversion Outfitting**	Contractor shall complete and deliver up to thirty-two (32) fully converted vehicles within any seven (7) calendar day period, when "conversion designated" vehicles are delivered to Contractor, and when requested by the County Project Manager, or his/her designee, as per Section V V.1.p.	100%	$100 per each vehicle less than the number of vehicles requested, up to 32 vehicles within any seven (7) calendar day period, that is not fully converted for each three (3) calendar day period the vehicles are not completed	$200 per each vehicle less than the number of vehicles requested, up to 32 vehicles within any seven (7) calendar day period that is not fully converted for each three (3) calendar day period the vehicles are not completed

EXHIBIT I

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.)