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

A Tradition of Service

LEROY D. BACA, SHERIFF

March 19, 2013

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

Dear Supervisors:

**APPROVE AGREEMENT WITH SIERRA SYSTEMS, INCORPORATED
FOR AN AUTOMATED CIVIL ENFORCEMENT SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval of an agreement (Agreement) for an Automated Civil Enforcement System (ACES) with Sierra Systems, Incorporated (Sierra), for the Department's Court Services Division. Under this Agreement, the County of Los Angeles (County) will procure: (a) commercial off-the-shelf (COTS) software and (b) services to implement and maintain the system. It will be 100 percent funded by the Department's Automation Fund.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to sign the attached Agreement with Sierra, effective upon Board approval. The Term of the Agreement includes implementation followed by five years of maintenance ("Initial Term"), with an option to extend up to three additional one-year periods (each an "Option Term"), for a contract sum not to exceed $12,141,643 ("Maximum Contract Sum").

2. Authorize the Sheriff or his designee to execute all change notices, change orders, and amendments to the Agreement as specified in Section 6.0 of the Agreement, including the use of Pool Dollars with the concurrence of the Chief Information Officer (CIO), the Department's Project Management Office (PMO), and County Counsel.

3. Delegate authority to the Sheriff or his designee to execute change notices, change orders, and amendments to the Agreement as set forth throughout the Agreement, including: (1) approve assignment of the Agreement to a new contracting entity upon determining that such assignment is in the best interest of the County and execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; (2) modify the Agreement to include new or revised standard County contract provisions adopted by the Board as required from time to time, including all applicable documents; and (3) execute any of the extension options if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ACES will support the Department's civil-enforcement functions, i.e., serving protective orders, carrying out court-ordered garnishments, evictions, and property levies and sales; serving process (including criminal subpoenas); inspecting vehicles cited for fix-it tickets; and other civil-enforcement activities. ACES will also provide the cashiering and accounting functions for financial transactions associated with these activities.

ACES will replace a 25-year-old system known as the Modified Automated Process and Accounting System (MAPAS). MAPAS is built on an obsolescent technical platform that is becoming unmaintainable and unauditable; it requires laborious error-checking and corrections, does not easily adapt to changes in law and business practices, has inadequate analysis capabilities, and does not support modern business practices such as: electronic fund transfers, lockbox services, credit/debit card transactions, scanned images, electronic recording, and electronic document transmission.

In July 2009, the Auditor-Controller conducted a review of MAPAS. That Audit identified twenty nine control weaknesses. The Sheriff responded to those findings in a letter dated July 2, 2009, with a series of proposed corrective measures, including a recommendation to replace MAPAS with ACES. As of March 2013, twenty three of the recommendations have been fully implemented; the remaining six will be fully addressed through the implementation of ACES.

ACES will be based on a state-of-the-art COTS software product that is already being used for civil-enforcement functions in other counties. With further adaptations it will be suited to the structure and workload volume of the County.

Implementation of Strategic Plan Goals

The procurement and services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 2, Fiscal Sustainability, by enabling the Department to provide and operate an efficient and effective system that will service the entire County in the civil enforcement functions.

FISCAL IMPACT/FINANCING

No General Fund dollars will be needed for this Agreement. ACES is 100 percent funded by revenue generated from civil-enforcement service fees mandated and earmarked by State law reflected in the Department's Automation Fund.

The Department will administer the funds and authorize all payments in accordance with the Agreement.

The Agreement costs are as follows:

COTS software license fee (includes access to source code)	$ 1,388,889
Materials (printer form stock)	$ 1,050
Implementation services	$ 5,495,000
Post-implementation services—five years	$ 1,341,845
Post-implementation services—three additional option years	$ 689,859
Optional Pool Dollars for additional software or other professional services during and/or after implementation (see first paragraph below)	$ 2,225,000
Optional Pool Dollars for maintaining current systems until replaced by ACES (see second paragraph below)	$ 1,000,000
Total of the above—Maximum Contract Sum	$12,141,643

Pool Dollars will be needed to update ACES to accommodate the continual stream of new legislation and judicial mandates affecting civil-enforcement practices. If the Pool Dollar amount is insufficient to keep pace with these external developments, an amendment for additional Pool Dollars will be submitted to the Board for approval.

The Agreement also provides $1,000,000 for an additional, separately tracked set of Pool Dollars for Sierra's services to maintain and support several current systems that feed data to and from MAPAS until those systems are replaced by ACES.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will become effective upon Board approval and will continue for the Initial Term which includes system development and implementation followed by five years for maintenance and support. It is anticipated that system development and implementation, including all necessary training, will be completed during the first two years, unless sooner completed or extended as provided in this Agreement. Prior to the end of the Initial Term, at the County's sole option, the Agreement may be extended for up to three additional one-year periods.

The Agreement contains all the applicable Board-mandated provisions, including for example, those pertaining to consideration of hiring qualified County employees targeted for layoffs, consideration of hiring qualified GAIN/GROW participants, contractor responsibility and debarment, compliance with defaulted property tax reduction program, County quality assurance plan, recycled bond paper, and compliance with the Jury Service Program, Safely Surrendered Baby Law, and the Child Support Program. In addition, Sierra is required to notify the County when the Agreement Term is within six months from expiration and when it has reached 75 percent of the authorized Maximum Contract Sum.

This Agreement also contains certain applicable information technology provisions to protect the County in the event of Sierra's deficient performance and/or breach of warranties, including: intellectual property indemnification, assessment of service credits against maintenance and support for Sierra's failure to timely correct deficiencies, and payment withholds.

As a result of the negotiations, the parties agreed to the following deviation from the County standard or preferred agreement provisions:

1. Performance Bond: The standard performance bond requirement was eliminated due to the exorbitant cost of procuring such a bond. In lieu of a Performance Bond, Sierra agreed to: (a) 16 percent holdback, (b) a Limitation of Liability in an amount that would pay for the cost of a new system, and (c) Liquidated Damages for failure to conform to the schedule deliverable dates.

County Counsel has reviewed and approved the Agreement as to form. In addition, in accordance with the Board's policy, outside counsel (Hanson Bridgett LLP) assisted in the review and negotiation of the Agreement. The Chief Executive Office Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

The CIO concurs with the Department and recommends approval of this Agreement (see attached CIO Analysis).

This Board letter has been reviewed by County Counsel.

CONTRACTING PROCESS

On June 23, 2011, the Department posted a Request for Proposals (RFP) for an Automated Civil Enforcement System (ACES). The RFP identified 2,297 system requirements.

Two proposals were received by the proposal submission due date. The highest scoring proposal was selected, which was also the lowest cost proposal. Sierra met the requirements and was selected for recommendation of the Agreement award.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Upon approval by the Board, please return two adopted copies of the Board letter and two original executed copies of the Agreement to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA

Sheriff

RICHARD SANCHEZ

Chief Information Officer

LDB:MEM:mem

Enclosures

	Office of the CIO	NUMBER:	DATE:
RICHARD SANCHEZ CHIEF INFORMATION OFFICER	**CIO Analysis**	CA 13-04	2/11/2013

SUBJECT:

APPROVE AGREEMENT WITH SIERRA SYSTEMS, INCORPORATED FOR AN AUTOMATED CIVIL ENFORCEMENT SYSTEM

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☒ New Contract ☐ Sole Source
☐ Amendment to Contract #: ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software ☐ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Sheriff Leroy D. Baca

Description: The Sheriff's Department is requesting approval for a proposed Agreement with Sierra Systems for an Automated Civil Enforcement System (ACES) for the Sheriff's Court Services Division.

Contract Amount: Funding Source: Civil-enforcement Service Fees

☐ Legislative or Regulatory Mandate ☒ Subvened/Grant Funded: 100%

Strategic and Business Analysis	PROJECT GOALS AND OBJECTIVES: Under this Agreement, the Sheriff's Department (Sheriff) will procure commercial off-the-shelf (COTS) software and services to implement, adapt, and extend the software, convert prior data into the new system, train users, and maintain the system.
	BUSINESS DRIVERS: ACES will replace a 25-year-old system built on a technical platform that has since become obsolete. The current system requires laborious error-checking and corrections, difficult to adapt to changes in law and business practices, has inadequate data analysis capabilities, and does not lend itself to modern business practices. ACES will be used for serving protective orders (restraining orders); court-ordered garnishments, evictions, property levies, and sales; serving process (including criminal subpoenas); and inspecting vehicles and other civil-enforcement activities.

PROJECT ORGANIZATION:

The Sheriff's Court Services Division will be the programmatic owner of ACES and will assign a dedicated Project Manager to manage the implementation of ACES.

PERFORMANCE METRICS:

The Agreement has fixed-price deliverables, and includes a Service Level Agreement that defines the metrics for implementation services, application management software maintenance, and data migration.

STRATEGIC AND BUSINESS ALIGNMENT:

The ACES application is strategically aligned with the Sheriff's Court Services Division.

PROJECT APPROACH:

This Project will be completed in two phases:

- Phase I: Implement the COTS system with existing functionality, interfaces, training, and data conversion (approximately 15-17 months); and

- Phase II: Implement new functionality and make enhancements to the system (Approximately 15-17 months).

ALTERNATIVES ANALYZED:

Sierra Systems was selected via a competitive bid process.

Technical Analysis	ANALYSIS OF PROPOSED IT SOLUTION: ACES will be on a web-based COTS software product that is already being used for civil-enforcement functions in other counties, with further adaptations suited to the structure and workload volume of Los Angeles County (County). ACES software will be built upon Microsoft's technical architecture ("dot-NET" framework, SQL-Server database, etc.) consistent with the County's technical direction. ACES will be hosted in the Sheriff's Data Center and will operate using the Sheriff's Virtualized Server Infrastructure. The application will be maintained by Sierra and the servers will be supported by the Data Systems Bureau.

Financial Analysis	BUDGET:
	
	Contract costs
	  One-time costs:
	      Software .... $ 1,388,889
	      Materials.................................. $ 1,050
	      Services .... $ 5,495,000
	      Pool dollars............................. $ 3,225,000 *
	  Ongoing annual costs:
	      Services .... $ 2,031,704 **
	  Sub-total Contract Costs: **$ 12,141,643**
	
	Other County costs:
	  One-time costs:
	      Hardware .... $ 238,592
	      Software .... $ 239,715
	      Other DSB costs .... $ 50,000
	      County staff (existing) .... $ 1,041,620
	      County staff (net new) .... $ 192,000
	  Sub-total one-time County costs: **$ 1,761,927**
	
	  Ongoing annual costs:
	      Hardware................................ $ 59,648
	      Software .... $ 59,929
	      Other DSB costs .... $ 12,500
	      County staff (existing) .... $ 343,567
	  Sub-total ongoing County costs: **$ 475,644**
	
	Total one-time costs: **$ 11,871,866**
	Total ongoing annual costs: **$ 2,507,348**
	
	Notes:
	* Pool dollars of $3,225,000 is comprised of:
	
	    • $2,225,000 for ACES enhancements.
	
	    • $1,000,000 for legacy maintenance.
	
	** Ongoing contract services of $2,031,704 is comprised of:
	
	    • $1,341,845 for post-implementation services for first five years of operations.
	
	    • $689,859 for post-implementation services for three additional option years.

Risk Analysis	RISK MITIGATION: 1. There are minimal risks to this proposed Agreement using the COTS Aystem. Data conversion will remain challenging and delays will affect the implementation date. Availability of the Subject Matter Experts and Sheriff's operational staff commitment is very important to ensure application functionality meets business requirements. 2. The Chief Information Security Officer (CISO) has reviewed the Agreement and did not identify any IT security or privacy related issues.
CIO Approval	PREPARED BY: *Fred Nazbey* 2-21-13 Fred Nazarbegian, Sr. Associate CIO Date APPROVED: *R. Sanchez* 2-21-13 Richard Sanchez, County CIO Date
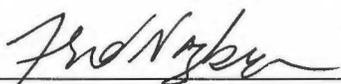
Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at http://ciointranet.lacounty.gov/

AGREEMENT FOR

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SIERRA SYSTEMS INC.

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SIERRA SYSTEMS INC.

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EXHIBITS

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SIERRA SYSTEMS INC.

THIS AGREEMENT ("Agreement") is made and entered into this *19th* day of *March*, 2012, by and between the County of Los Angeles ("County") and **Sierra Systems Inc.**, a Washington corporation located at 222 N. Sepulveda Boulevard, El Segundo, California 90245 ("Contractor"), to provide an Automated Civil Enforcement System for the County's Sheriff's Department ("Department").

RECITALS

WHEREAS, County, through the Department, desires to engage Contractor for the provision of an Automated Civil Enforcement System ("ACES") for the Department's Court Services Division;

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

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

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

1. **AGREEMENT AND INTERPRETATION**

   1.1 **Agreement**

   This base document along with Exhibits A, B, C, D, E, F, G, H, I, and L attached hereto, Exhibits J and K incorporated by reference, and any attachments hereto or thereto, all described in Paragraph 1.2 (Interpretation) below and incorporated herein by reference, collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

   1.2 **Interpretation**

   In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other

Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto according to the descending priority listed below:

1.2.1 Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work

> Exhibit B-1 – Background
>
> Exhibit B-2 – Technical Requirements
>
> Exhibit B-3 – Functional Requirements
>
> Exhibit B-4 – General Requirements
>
> Exhibit B-5 – Maintenance and Support Services
>
> Exhibit B-6 – Process for Receiving, Reviewing, and Accepting Deliverables
>
> Exhibit B-7 – Workflows

1.2.3 Exhibit C – Price and Schedule of Payments

1.2.4 Exhibit D – Contractor's EEO Certification

1.2.5 Exhibit E1 – Contractor's Employee Acknowledgement and Confidentiality Agreement

1.2.6 Exhibit E2 – Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.2.7 Exhibit F – Safely Surrendered Baby Law

1.2.8 Exhibit G – Jury Service Ordinance

1.2.9 Exhibit H – Defaulted Property Tax Program

1.2.10 Exhibit I – Task/Deliverable Acceptance Certificate

1.2.11 Exhibit J – Contractor's Proposal for RFP #399-SH (incorporated by reference)

1.2.12 Exhibit K – Request for Proposals (RFP) #399-SH (incorporated by reference)

1.2.13 Exhibit L – SoftCode Software License Agreement

1.3 Additional Terms and Conditions

Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction

1.4.1 The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

1.4.2 References in this Agreement to Application Software, Baseline Application Software, Infrastructure Software, Additional Software, System Hardware, System Software, Third Party Software, Custom Programming, Interfaces, Additional Interfaces, Data Conversions, or the System may include one or more Components or modules thereof, or the entirety of such Application Software, Baseline Application Software, Infrastructure Software, Additional Software, System Hardware, System Software, Third Party Software, Custom Programming, Interfaces, Additional Interfaces, Data Conversions, or System, as the case may be, in or comprising the System.

1.4.3 References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. DEFINITIONS

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

2.1 "Acceptance" shall mean County's written approval of any and all Work provided by Contractor to County in accordance with Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables).

2.2 "Acceptance Test(s)" or "Acceptance Testing" shall mean a formal process to thoroughly assess System functionality, reliability, performance capability, and conformance with requirements, as further described in Task 9 (System Integration Testing), Task 10 (User Acceptance Testing), and Task 11 (Performance Testing) of Exhibit B (Statement of Work).

2.3 "ACES" shall mean Automated Civil Enforcement System, the name of the System for the Court Services Division of the Sheriff's Department, to be procured, developed, implemented, maintained, and supported through this Agreement.

2.4 "Additional Interfaces" shall mean Interfaces, including all components and Documentation, which may be provided by Contractor upon request by County's request pursuant to Paragraph 19 (Other Professional Services and Additional Software). The Additional Interfaces are and shall become Components of the System Software.

2.5 "Additional Software" shall mean software, tools, and other products relating to the System Software provided by Contractor upon County's request pursuant to Paragraph 19 (Other Professional Services and Additional Software). The Additional Software are and shall become Components of the System Software.

2.6 "Agreement" shall have the meaning set forth in Paragraph 1.1 (Agreement).

2.7 "Amendment" shall have the meaning set forth in Paragraph 6 (Change Notices, Change Orders, and Amendments).

2.8 "Application Software" shall mean any off-the-shelf and/or custom-developed computer programs that define and process information specific to ACES. This includes the following:

2.8.1 Both Contractor-developed software and Third Party Software furnished or implemented by Contractor;

2.8.2 Interfaces, configuration files, database setup coding, database stored procedures, Data Conversion programs, lookup tables,

objects, widgets, and built-in reports, as well as conventional software modules and programs;

2.8.3 Source Code, Object Code, and Documentation for the above;

2.8.4 Any modifications, Updates, Enhancements, corrections, patches, fixes, new releases, or revisions of the above;

2.8.5 Any interfaces, additions, or modifications made to Infrastructure Software to specifically accommodate this project or System, other than changes to the Department's general computer environment not initiated by this project or System.

2.9 "Baseline Application Software" shall mean any commercial off-the-shelf (COTS) Application Software product Contractor provides to County. This includes:

2.9.1 Source code, Object Code and related Documentation;

2.9.2 All released versions of the COTS product that have been used in this project.

2.10 "Board of Supervisors" or "Board" shall mean the Board of Supervisors of the County of Los Angeles.

2.11 "Business Day" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding County observed holidays.

2.12 "Change Notice" shall have the meaning set forth in Paragraph 6 (Change Notices, Change Orders, and Amendments).

2.13 "Change Order" shall have the meaning set forth in Paragraph 6 (Change Notices, Change Orders, and Amendments)

2.14 "Components" shall mean, individually and collectively, each and every component of the System, including System Software.

2.15 "Confidential County Data" shall have the meaning set forth in Paragraph 3.0 (Confidentiality) of Exhibit A (Additional Terms and Conditions).

2.16 "Contractor" shall have the meaning set forth in the Recitals.

2.17 "Contractor Project Director" shall have the meaning set forth in Paragraph 4.1 (Contractor Project Director).

2.18 "Contractor Project Manager" shall have the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

2.19 "Corrective Maintenance" shall have the meaning set for the in Exhibit B-5 (Maintenance and Support Services).

2.20 "COTS Software" shall mean commercial off-the-shelf software that a software vendor develops and maintains as a standardized, ready-made product, and licenses to multiple customers.

2.21 "County" shall have the meaning set forth in the Recitals.

2.22 "County Counsel" shall mean County's Office of the County Counsel.

2.23 "County Project Director" shall have the meaning set forth in Paragraph 3.1 (County Project Director).

2.24 "County Project Manager" shall have the meaning set forth in Paragraph 3.2 (County Project Manager).

2.25 "County's Remedial Acts" shall have the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.26 "CSD" shall mean Court Services Division of the Department.

2.27 "Custom Programming" shall mean custom-developed software and modifications to other software, including Source Code, Object Code and related Documentation, which Contractor provides in accordance with the Statement of Work or which County may request, and which Contractor shall provide, in accordance with Paragraph 19 (Other Professional Services and Additional Software), including but not limited to Additional Interfaces and Data Conversions. The Custom Programming is and shall become Components of the System Software.

2.28 "Data Conversion" shall mean the Tasks, Deliverables, data, and System Software, including Source Code, Object Code and related Documentation, which allow the conversion and migration of electronic data from existing County systems into the System.

2.29 "Deficiency" shall mean and include defects in design, development, implementation, materials, or workmanship; errors; omissions; deviations from published or mutually agreed upon standards, any of the Specifications or any County-approved Deliverables; any other error or malfunction, including the provision of negligent or substandard workmanship; or other problems which result in the system or any part thereof not performing in accordance with the provisions of this Agreement, including the Specifications.

2.30 "Deliverable" shall mean items, services, products, or goods to be provided by Contractor to County under this Agreement and identified as a

numbered Deliverable in the Statement of Work or any approved Change Orders or Amendment.

2.31 "Department" shall mean the Sherriff's Department of the County of Los Angeles.

2.32 "Disabling Device" shall have the meaning set forth in Paragraph 16 (Work Quality/Further Warranties).

2.33 "Dispute Resolution Procedure" shall have the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.34 "Documentation" shall mean any and all written materials (including the electronic versions thereof), training materials, Specifications, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs and all other instructions and reference materials relating to the capabilities, operations, installation and use of the System and/or applicable System Components.

2.35 "Downtime" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

2.36 "Effective Date" shall mean the date on which this Agreement has been approved by the County's Board of Supervisors after having been executed by all parties.

2.37 "Enhancements" shall mean a modification of, or addition to, System Software, in order to:

   2.37.1 Provide for additional business uses of the System; or

   2.37.2 Improve the means by which users interact with the System; or

   2.37.3 Provide for System access through additional types of devices; or

   2.37.4 Add or expand Interfaces to other Application Software or databases; or

   2.37.5 Move the Application to a different Infrastructure or a different data center.

2.38 "Excessive Downtime" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

2.39 "Final System Acceptance" shall have the meaning set forth in Paragraph 5.4 (Final System Acceptance).

2.40 "Holdback Amount" shall have the meaning set forth in Paragraph 10.7 (Holdbacks).

2.41 "Hourly Labor Rate" shall mean, for Contractor's personnel, the fully burdened hourly rates including direct and indirect costs, overhead, profit, and administrative expenses attributable to each personnel hour worked.

2.42 "Implementation Phase" shall mean the phase of the project commencing upon execution of this Agreement through the completion of the System Warranty Period.

2.43 "Implementation Services" shall mean Contractor services related to the Implementation Phase of this project, as set forth in Exhibit B (Statement of Work).

2.44 "Infrastructure Software" shall mean software that underlies the Application Software, including the following:

    2.44.1 Commercial off-the-shelf software for operating systems, database management systems, browsers, email, printer drivers, networks, power conservation, and server virtualization;

    2.44.2 County modifications or supplements to the above, when used for multiple systems or projects, or when considered part of the Department's general computer environment and not specific to ACES or initiated by this project

    2.44.3 Standard Microsoft and Adobe software installed on user workstations.

2.45 "Infringement Claims" shall have the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.46 "Initial Term" shall have the meaning set forth in Paragraph 7 (Term).

2.47 "Interfaces" shall mean the software, including Source Code, Object Code and related Documentation, which allows or effects the transfer of electronic data, processing flows, parameters, and/or software commands between computer systems, applications or modules. The Interfaces are and shall become Components of the System Software.

2.48 "Invoice Discrepancy Report" or "IDR" shall have the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).

2.49 "Jury Service Program" shall have the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.50 "License" shall have the meaning set forth in Paragraph 14 (Ownership and License).

2.51 "Maintenance and Support Fees" shall mean the amount charged by Contractor for Maintenance and Support Services as set forth in Part D (Post-Implementation Maintenance and Support) of Exhibit C (Price and Schedule of Payments).

2.52 "Maintenance and Support Services" shall have the meaning set forth in Paragraph 18 (Maintenance and Support Services), as further described in Exhibit B-5 (Maintenance and Support Services).

2.53 "MAPAS" shall mean the Modified Automated Process and Accounting System which served as the predecessor civil enforcement case management system to ACES.

2.54 "Maximum Contract Sum" shall have the meaning set forth in Paragraph 8 (Prices and Fees).

2.55 "Object Code" shall mean compiled computer programs which can be executed on a computer and are produced from Source Code using compilers.

2.56 "Option Term" shall have the meaning set forth in Paragraph 7 (Term).

2.57 "Other Professional Services" shall mean services not identified as to be performed hereunder in the Statement of Work or the initial detailed work plan, or specifically identified as optional at County's election therein, including but not limited to, additional Custom Programming, Additional Interfaces, training, consulting or System close-out/shut-down services that are provided by Contractor to County hereunder in accordance with Paragraph 19 (Other Professional Services and Additional Software).

2.58 "Other Professional Services and Additional Software Warranty Period" shall have the meaning set forth in Paragraph 15.1 (Warranty Services and Warranty Periods).

2.59 "Pool Dollars" shall mean the aggregate funds set forth in Paragraph 8.3 (Pool Dollars) which are reserved under this Agreement for Other Professional Services, Additional Software, and Maintenance and Support Services in respect of Additional Software, and other software acquired in accordance with a duly executed Change Order or Amendment.

2.60 "Post Implementation Phase" shall mean the phase of the project commencing upon the end of the System Warranty Period and continuing for a period of five years for the purposes of Maintenance and Support Services.

2.61 "Preapproved Subcontractor" shall have the meaning set forth in Paragraph 1.0 (Subcontracting) of Exhibit A (Additional Terms and Conditions).

2.62 "Preventive Maintenance" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

2.63 "Production Environment" shall mean the version of ACES that has been released for Production Use. The Production Environment may contain several technical environments for transaction-processing, reporting, etc.

2.64 "Production Use" shall mean the actual use of the System to perform County's applicable normal business operations.

2.65 "Project Control Document" or "PCD" shall have the meaning set forth in Exhibit B (Statement of Work).

2.66 "Project Status Report(s)" shall have the meaning set forth in Paragraph 4.4 (Project Status Reports by Contractor).

2.67 "Release" shall mean a particular version of Application Software that is put into Production Use. Software is typically developed as a series of Releases with each Release containing more or better functions and features.

2.68 "Release Conditions" shall have the meaning set forth in Paragraph 14.5 (Source Code Release Conditions).

2.69 "Replacement Product" shall have the meaning set forth in Paragraph 21.4 (Continuous Product Support).

2.70 "Scheduled Downtime" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

2.71 "Service Credits" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

2.72 "Service Request Tracking System" or "SRTS" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

2.73 "Sheriff" shall mean the elected official who is the Sheriff of the County of Los Angeles.

2.74 "Source Code" shall mean computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, and includes code for all Application Software, including all modifications, Updates, Enhancements, corrections, patches, fixes, improvements, new releases, Custom

Programming, and Interfaces thereto, and also includes the tools, compilers, and developers' kits that enable understanding, use and compilation of the Source Code and creation of additional Source Code or Object Code.

2.75 "Specifications" shall mean any or all of the following, as applicable, at County's discretion:

(a) All specifications, requirements, and standards set forth in the System Requirements and elsewhere in this Agreement;

(b) All Documentation, to the extent not inconsistent with any of the foregoing in this Paragraph 2.75;

(c) All manufacturer specifications and Updates thereto denominated as such by respective manufacturer(s), to the extent not inconsistent with any of the foregoing in this Paragraph 2.75;

(d) All specifications identified as such by Contractor, only to the extent (i) not inconsistent with any of the foregoing in this Paragraph 2.7.5 and (ii) acceptable to County in its sole discretion; and

(e) All written or electronic materials furnished by or through Contractor regarding Contractor's pre-developed and generally available software products, or otherwise agreed to by Contractor and County, which pertain to any element of the System, and which outline, describe or specify functionality, features, capacity, availability, response times, accuracy or any other performance or other criteria for the System or any element of the System, but only to the extent (i) not inconsistent with any of the foregoing in this Paragraph 2.7.5 and (ii) acceptable to County in its sole discretion.

2.76 "Statement of Work" or "SOW" shall mean the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto.

2.77 "Subtask" shall mean one or more sub-areas of Work to be performed under this Agreement and identified as a numbered Subtask in Exhibit B (Statement of Work).

2.78 "Successor Event" shall have the meaning set forth in Paragraph 21.4 (Continuous Product Support).

2.79 "System" shall mean all technical components installed into the ACES Test Environment and/or Production Environment, including hardware, software, electronic data, automated process flows, built-in reports, and interfaces, along with the human hands-on tasks directly involving those technical components, including but not limited to System Hardware,

System Software, Implementation Services, Other Professional Services, Maintenance and Support Services, and any other services described in this Agreement or as otherwise agreed to by County and Contractor as collectively comprising the System. Reference to the System may include one or more Components or modules thereof or the entire System.

2.80 "System Component" shall mean, individually and collectively, each and every Component of the System.

2.81 "System Hardware" shall mean all hardware provided by County in accordance with Contractor's specifications for meeting System Requirements. Reference to the System Hardware may include one or more components thereof or all System Hardware in the System.

2.82 "System Requirements" shall mean ACES functions and features specified in Exhibit B-2 (Technical Requirements), Exhibit B-3 (Functional Requirements), and Exhibit B-4 (General Requirements), with any subsequent Updates, Enhancements, and refinements.

2.83 "System Reliability Percentage" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

2.84 "System Response Time Levels" shall have the meaning set forth in Exhibit B-2 (Technical Requirements)

2.85 "System Software" shall mean all software, whether provided hereunder by Contractor, County, or third parties, needed to meet the Specifications and System Requirements, including but not limited to Application Software, the Infrastructure Software that underlies the Application Software, Third Party Software, and Additional Software, including all components and Documentation thereof.

2.86 "System Warranty Period" shall have the meaning set forth in Paragraph 15.1 (Warranty Services and Warranty Periods).

2.87 "Task" shall mean one or more areas of Work to be performed under this Agreement and identified as a numbered Task in Exhibit B (Statement of Work).

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

2.89 "Term" shall have the meaning set forth in Paragraph 7 (Term).

2.90 "Test Environment" shall mean the version of ACES that has been delivered to County for Acceptance Testing. The Test Environment may be contained in several technical environments for transaction-processing, reporting, etc.

2.91 "Third Party Software" shall mean all the software, including all Source Code, if available, Object Code and related Documentation, which are developed and owned by third parties and are supplied by Contractor pursuant to this Agreement. The Third Party Software is and shall become a Component of the System Software.

2.92 "Update" shall mean any significant change to Application Software, or any component thereof, available or made subsequent to the time the component was initially installed in the System , and shall include System Software Enhancements, new version releases, upgrades, revisions, improvements, bug fixes, patches, Deficiency corrections, modifications resulting for legal changes, statutory changes regulatory changes, and other modifications, whether required for the System Software to remain incompliance with applicable Federal or State and local laws and regulations or otherwise. Reference to updates may include one or more components or modules thereof or all Updates in the System.

2.93 "User" shall mean any person to whom County grants the privilege to access the System through the assignment of a unique identifier and password. Users shall be County employees or agents of any organization that may for time to time be authorized by County.

2.94 "Warranty Period" shall have the meaning set forth in Paragraph 15.1 (Warranty Services and Warranty Periods).

2.95 "Work" shall mean any and all Tasks, Subtasks, Deliverables, Interfaces, Modifications, goods, and other services performed by or on behalf of Contractor, including the Work required pursuant to this Agreement.

2.96 "Workaround" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

2.97 "Work Day(s)" shall mean 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays, except that for Maintenance and Support Services, the term "Working Days" shall mean twenty-four (24) hours per day, seven (7) days per week, as provided in Exhibit B-5 (Maintenance and Support Services).

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

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

> Christopher Reed, Lieutenant
> Los Angeles County Sheriff's Department
> Court Services Division, Civil Management Unit
> 1000 S. Fremont Avenue, Bldg. A9E 5th Floor
> Alhambra, California 91803
> (626)300-3103
> cjreed@lasd.org

3.1.2 County shall notify Contractor in writing of any change in the name or address of County Project Director.

3.1.3 County Project Director shall be responsible for ensuring that the objectives of this Agreement are met.

3.1.4 Except as set forth in Paragraph 6 (Change Notices, Change Orders, and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the Terms and Conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.5 County Project Director shall have the right at all times to inspect any System Hardware, System Software, and all Work provided by or on behalf of Contractor.

3.2 **County Project Manager**

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

> Sam Saad, IT Specialist
> Los Angeles County Sheriff's Department
> Court Services Division, Civil Management Unit
> 1000 S. Fremont Avenue, Bldg. A9E 5th Floor
> Alhambra, California 91803
> (626)300-3103
> sssaad@lasd.org

3.2.2 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above

or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Paragraph 3.2.3.

3.2.3 County shall notify Contractor of any change in the name or address of County Project Manager.

3.2.4 County Project Manager shall be responsible for ensuring that the technical standards and requirements of this Agreement are met.

3.2.5 County Project Manager shall interface with Contractor and further shall have the duties from time to time given to such person by County.

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

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

3.2.8 Whenever a discrepancy is identified, County Project Manager shall issue either (a) a Deliverable Response through the Process for Receiving, Reviewing, and Accepting Deliverables as set forth in Exhibit B (Statement of Work), or (b) a Contract Performance Discrepancy Report as soon as possible to Contractor.

3.3 **Consolidation of Duties**

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

3.4 **County Personnel**

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, project schedule, and performance hereunder are premised solely on the work of Contractor's personnel, except as and only to the extent otherwise expressly provided in this Agreement.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

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

> Joe Siegel
> Vice President
> 222 N. Sepulveda Blvd., Suite 1310
> El Segundo, CA 90245
> Phone: 310.743.8252
> Fax: 310.536.6282
> Email: JoeSiegel@SierraSystems.com

4.1.2 Contractor shall notify County of any change in the name or address of Contractor Project Director.

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

4.1.4 Contractor Project Director shall be available to meet and confer with County Project Director at least monthly, in person or by telephone, to review project progress and discuss project coordination. The meeting shall be conducted at a time and place, or by telephone, convenient to County Project Director.

4.2 Contractor Project Manager

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

> Dan Fisher
> Director
> 222 N. Sepulveda Blvd., Suite 1310
> El Segundo, CA 90245
> Phone: 310.743.8252
> Fax: 310.536.6282
> Email: DanFisher@SierraSystems.com

4.2.2 Contractor shall notify County of any change in the name or address of Contractor Project Manager.

4.2.3 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4.

4.2.4 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than weekly.

4.3 **Approval of Contractor's Staff**

4.3.1 County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff on this project, including Contractor Project Director and Contractor Project Manager listed in Paragraphs 4.1.1 and 4.2.1. If Contractor desires to replace, or if County, at its discretion, requires removal of, Contractor Project Director, Contractor Project Manager, or other key members of Contractor's project team, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its reviews of Contractor's proposed staff replacements. County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Director and Contractor Project Manager.

4.3.2 Contractor shall endeavor to assure continuity of Contractor personnel performing key functions under this Agreement. Notwithstanding the foregoing, County Project Director may require removal of any Contractor staff from the project team.

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

4.3.4 Contractor shall promptly fill any vacancy in Contractor project team with individuals having qualifications or relevant capabilities at least equivalent to those being replaced.

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

4.4 **Project Status Reporting by Contractor**

Contractor Project Manager shall keep County fully informed about project plans, status, forecasts, issues, and risks, including Contractor's internal

matters that could affect the project. Contractor Project Manager shall provide County Project Director and County Project Manager with written biweekly status reports as set forth in the Statement of Work. Contractor Project Manager shall promptly provide other information as County Project Director or County Project Manager may from time to time reasonably request. Contractor Project Manager shall take any other measures necessary to keep County fully informed.

4.5 **Subcontractor Status Reporting by Contractor**

Not less than two (2) weeks prior to the date upon which a contract or contract amendment is to be executed between Contractor and SoftCode (including any successors and assigns of SoftCode) regarding or affecting ACES, Contractor shall provide County with a copy of that contract or contract amendment for review and approval by the County Project Director, such approval by County shall not be unreasonably withheld, delayed or conditioned. Pricing and confidential data may be redacted. The division of responsibilities, the commitments of the parties to each other and to County, and the conflict-resolution provisions shall adhere to, and be consistent with provisions established in this Agreement.

5. **WORK**

5.1 **General**

Contractor shall, on a timely basis, provide, complete, deliver and implement all Tasks, Subtasks, Deliverables, goods, services and other Work set forth in this Agreement and Exhibit B (Statement of Work), including, but not limited to, the System Software (including Updates), Implementation Services, Maintenance and Support Services, and Other Professional Services. Contractor shall perform such Tasks, Subtasks, Deliverables, goods, services and other Work in accordance with this Agreement, including but not limited to as set forth in Exhibit B (Statement of Work), in each case at the rates and prices specified in Exhibit C (Price and Schedule of Payments), on the schedule set forth in the Project Control Document.

5.2 **Approval of Work**

Contractor acknowledges that Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables) of Exhibit B (Statement of Work) sets forth the process by which Deliverables are to be received, reviewed and accepted by County. Upon completion of particular Work to be provided by Contractor pursuant to this Agreement, including Exhibit B (Statement of Work), Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit I (Task/Deliverable Acceptance Certificate) to County Project Manager, together with any

supporting documentation reasonably requested by County, for written approval by both County Project Director and County Project Manager. All Work must be approved by County, as evidenced by County Project Director's and County Project Manager's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for any payment for any Work prior to its approval of such Work. Contractor shall fully provide, complete and deliver all Work in accordance with the System Requirements, Specifications and timetables set forth in this Agreement and shall complete and deliver the System to County in accordance with the terms and conditions set forth in this Agreement.

Upon County's approval of a Task/Deliverable Acceptance Certificate in accordance with the terms of this Agreement pursuant to which County will have given its Acceptance with respect to the relevant Task, Deliverable, Acceptance Certificate, Work, or Final System Acceptance, neither Party will have the right to change any such Task, Deliverable, Acceptance Certificate, Work, or Final System Acceptance except through the Change Order process set out in Paragraph 6 (Change Notices, Change Orders, and Amendments) of this Agreement.

5.3 **Unapproved Work**

If Contractor provides any goods or services to County other than the Work required under this Agreement, or if Contractor submits an invoice for payment in respect of any Work, other than Maintenance and Support Services, without first having obtained an approved Task/Deliverable Acceptance Certificate by County Project Manager in respect of such Work, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County therefor. County shall furthermore have no obligation to approve Work hereunder before the due date in respect of such Work as set forth in Exhibit B (Statement of Work), Project Control Document, or applicable Change Order. Contractor acknowledges that all Work performed under this Agreement is payable in accordance with the terms and conditions of this Agreement, including Paragraph 8 (Prices and Schedule of Payments) and Paragraph 10 (Invoices and Payments).

5.4 **Final System Acceptance**

Contractor shall achieve Final System Acceptance on or before the date set forth in the Project Control Document as approved by County, provided that such date may be extended in accordance with Paragraph 6 (Change Notices, Change Orders, and Amendments). Contractor shall achieve "Final System Acceptance" upon successful completion of all the following:

(a)   The System Warranty Period has successfully commenced and successfully ended;

(b)   All Priority Level I and II Deficiencies (as defined in Exhibit B-5) that were identified prior to the end of the System Warranty Period shall have been brought to Final Resolution (as defined in Exhibit B-5 (Maintenance and Support Services));

(c)   County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work;

(d)   All such Work has been provided and the System operates in County's Production Environment and meets the criteria for completing the System Warranty Period as defined in paragraph 15.1.2

(e)   County Project Director and County Project Manager have provided Contractor with written approval, as evidenced by County Project Director's and County Project Manager's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Final System Acceptance.

5.5   **Deemed Acceptance**

Notwithstanding Sub-sections 5.4(c) and (e) above, County acknowledges and agrees that if County has failed to provide a Deliverable Response as indicated in Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables) Step 5 with respect to any Task, Deliverable, Acceptance Certificate, Work, a countersigned Task/Deliverable Acceptance Certificate or Final System Acceptance within the agreed time set out in the Project Control Document, then Contractor may provide County with written notice of its failure to timely respond, and specify a period of not less than five (5) days, or such longer period of time as agreed between the parties, in which County shall be required to provide a Deliverable Response or a countersigned Task/Deliverable Acceptance Certificate. Contractor shall provide such written notification to the County's Project Manager and to the County's Project Director. If, after receiving written notification of its failure to timely respond, County fails to provide a Deliverable Response or a countersigned Task/Deliverable Acceptance Certificate within the time set out in the written notice, then the County will be deemed to have given its Acceptance with respect to such Task, Deliverable, Acceptance Certificate, Work or Final Systems Acceptance and Contractor shall have the right to take the appropriate next steps as a result of such Acceptance.

6. CHANGE NOTICES, CHANGE ORDERS, AND AMENDMENTS

6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Notices, Change Orders, and Amendments).

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

6.2.1 Change Notices

For any change that is clerical or administrative in nature (for example: changes to Contractor or County contact information, or to correct or clarify any published statements, or clerical corrections, etc.), and which does not materially affect the scope of Work, Term of this Agreement, period of performance, amount of payments, payment schedule, or any other term or condition included under this Agreement, a Change Notice shall be mutually agreed to and executed by County Project Director and Contractor Project Director.

6.2.2 Change Orders

For any change in the project's structure, methodology, procedures, resources, technologies, facilities, personnel, tasks, task assignments, or deliverable requirements, which does not materially affect the scope of Work, Term of this Agreement, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be mutually agreed to and executed by County Project Director and Contractor Project Director. Any use of Pool Dollars shall be authorized by a Change Order that may require concurrence by the Department's Program Management Office (PMO), the County's Office of the Chief Information Officer (CIO), and County Counsel.

6.2.3 Amendments Executed by Contractor and Board

For any change that exceeds the available Pool Dollars, increases the Maximum Contract Sum, or materially affects the scope of Work, period of performance, amount of payments or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.

6.2.4 Amendments Executed by Contactor and Sheriff

Notwithstanding Paragraph 6.2.3 above, for (1) any Option Term extension of the Agreement beyond the Initial Term, as defined in Paragraph 7 (Term) below, or (2) any assignment of Contractor rights or delegation of duties pursuant to Paragraph 21 (Prohibition Against Delegation and Assignment; Continuous Product Support), an Amendment to this Agreement shall be executed by Sheriff and Contractor.

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

6.3 County is entitled to audit, in accordance with Paragraph 42.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Notices, Change Orders, and Amendments) in respect of Work performed pursuant to a Change Order.

7. TERM

The Term of this Agreement shall commence upon the Effective Date and shall terminate five (5) years after the end of the System Warranty Period, unless sooner terminated or extended as provided in this Agreement (the "Initial Term"). County has the option, at County's sole discretion and upon notice to Contractor prior to the end of the current period of the Term of this Agreement, to extend the Term of this Agreement for up to three (3) additional one (1) year periods (each such one (1) year period, an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such Term extension shall be in the form of a written Amendment pursuant to Paragraph 6.2.4 above.

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

8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement payable by County to Contractor for performing all Tasks, Deliverables, goods, services and any other Work required under this Agreement shall be as set forth on Exhibit C

(Price and Schedule of Payments). Such prices and fees are good for the Term as set forth in Paragraph 7 (Term). Contractor shall not be entitled to payment or reimbursement for any Tasks, Deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2   **Maximum Contract Sum**

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, including all extension periods. The schedule of payments with respect to Work provided hereunder, shall be as set forth in Exhibit C (Price and Payment Schedule), which payments shall be paid in accordance with and upon satisfaction of, the term and conditions of this Agreement. The Maximum Contract Sum for this Agreement, which is inclusive of all Pool Dollars, and including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed the sum of Twelve Million, One Hundred Forty-One Thousand, Six Hundred Forty-Two Dollars and Sixty Cents ($12,141,642.60) and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments).

8.3   **Pool Dollars**

The aggregate amount of Pool Dollars available under this Agreement shall not exceed Three Million, Two Hundred Twenty-Five Thousand Dollars ($3,225,000), plus any net reduction in the total price of all System Software and Maintenance and Support Fees under the Agreement resulting from any Change Order or Amendment executed in accordance with Paragraph 6 (Change Notices, Change Orders and Amendments), plus any net surplus remaining after the completion of budgeted professional services for less total expenditure than what was budgeted.

8.4   **Taxes**

The Maximum Contract Sum listed in Paragraph 8.2 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Work, including System Software and other goods and services procured by County pursuant to or otherwise due as a result of this Agreement. All sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely responsible for, and shall pay directly to the state or other taxing authority sales/use taxes for all other items including Application Software, Baseline Software, Infrastructure Software, Custom Programming, Interfaces, Data Conversions, Implementation Services, Other Professional Services, and

Maintenance and Support Services. Contractor shall indemnify, defend, and hold County harmless from any and all such California and other state and local sales/use taxes.

8.5 **Service Credits**

Contractor acknowledges that Contractor's adherence to the service level standards described in Exhibit B-5 (Maintenance and Support Services) and otherwise in the Specifications, will each help ensure that County maintains a reliable System and is able to utilize the System to fulfill its functions in a timely fashion, a goal as to which time is of the essence. If Contractor fails to adhere to such Specifications, it is mutually agreed that such failure renders County unable to rely on or utilize the System to perform mission-critical tasks on a timely basis, creates a higher risk of errors, and adds delays to the treatment process, leaving both the Department and County residents at risk of significant errors and omissions. In each instance where, commencing upon Production Use of the System, Contractor fails to adhere to the foregoing service level Specifications, County will accrue Service Credits in accordance therewith and with Paragraph 18.0 (Maintenance and Support Services) but shall in no event exceed the Maximum Liability for maintenance and support as set out in Paragraph 13.4.3 (Maximum Liability for Maintenance and Support) of the Additional Terms and Conditions of this Agreement. Any Service Credits accrued pursuant to this Paragraph 8.5 are in addition to, and do not limit, any other rights and remedies available to County, either pursuant to this Agreement, at law, or in equity, in respect of Contractor's failure to meet such Specifications. Further, any Service Credits that accrue pursuant to this Paragraph 8.5 do not limit Contractor's obligation to promptly and diligently cure Contractor's failure to adhere to the Specifications, including all service level standards. For the avoidance of doubt, the County acknowledges and agrees that Service Credits may only apply and accrue following the commencement of the Maintenance and Support Services.

8.6 **Notification When 75% of Maximum Contract Sum Incurred**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County Project Director and County Project Manager at the addresses herein provide in Paragraph 3 (Administration of Agreement –County).

9. **COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS**

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance

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

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of either County Project Director or County Project Manager, as evidenced by a countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. County shall be entitled to a two percent (2%) discount for payments made by County to Contractor within thirty (30) days of receipt by County of Contractor's invoice. All invoices under this Agreement shall be submitted to County Project Manager at the address set forth in Paragraph 3 (Administration of Agreement—County).

10.2 Detail

Each invoice submitted by Contractor shall include the Tasks, Subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Price and Schedule of Payments) for which payment is claimed, the date, the fully executed Exhibit I, Task/Deliverable Acceptance Certificate, and the amount of payment therefor, including indication of any applicable Holdback Amount and/or Service Credits due County under the terms of this Agreement.

10.3 No Out-of-Pocket Expenses

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

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. All required information and documentation shall be submitted with the invoice. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 Invoice Discrepancy Report

County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 County's Right to Withhold Payments

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon written notice to Contractor, withhold payment for any Work which is not in compliance with the Specifications while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work with respect to the following Deliverables under this Agreement, which parties agree are material:

(a) Release 1 – Deliverable 2.4.1. Functional System Design Document (with Fit-Gap Analysis);

(b) Release 1 – Deliverable 5.6.2. Configuration Report;

(c) Release 1 – Deliverable 8.1.1. Data Conversion Test-Run Report;

(d) Release 1 – Deliverable 10.1.3. User Acceptance Test Record;

(e) Release 1 – Deliverable 14.6.1. First Post-Cutover Report;

(f) Release 1 – Deliverable 14.6.2. Second Post-Cutover Report;

(g) Release 2 – Deliverable 5.2.1. Detailed Software Design Document;

(h) Release 2 – Deliverable 5.6.2. Configuration Report;

(i) Release 2 – Deliverable 10.1.3. User Acceptance Test Record;

(j) Release 2 – Deliverable 14.6.1. First Post-Cutover Report; and

(k) Release 2 – Deliverable 14.6.2. Second Post-Cutover Report.

10.7 Holdbacks

Holdbacks are applicable to Work performed under this Agreement. Except for invoices for Maintenance and Support Fees, County will withhold sixteen percent (16%) of the amount of each invoice (hereinafter

"Holdback Amount") approved by County pursuant to Paragraph 5.2 (Approval of Work), which Holdback Amount is payable at later dates in accordance with this Paragraph 10.7. Other than for any Work provided pursuant to a Change Order or Amendment that in each instance the parties agree will be completed after Final System Acceptance, such Holdback Amounts shall be due and payable to Contractor upon Final System Acceptance.

Holdback Amounts due and payable shall be subject in each instance to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraph 10.6 (County's Right to Withhold Payment), and any partial termination of any Task set forth in Exhibit B (Statement of Work) as provided hereunder. As to Change Order or Amendments that are to be completed after Final System Acceptance, the aggregate Holdback Amount for such Change Order will be due and payable to County upon Acceptance by County of the Work provided under each such Change Order.

11. LIQUIDATED DAMAGES

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

11.2   Subject to Section 11.4 below, if County Project Director determines that the project is more than six (6) months behind schedule and Contractor is not making sufficiently steady progress on this project due to inefficient or inadequate resources, strategies, tactics, or efforts on the part of Contractor, County Project Director may issue a written notice to Contractor indicating specific deficiencies that must be corrected and a specified deadline for each Deficiency. Should Contractor fail to correct deficiencies within said time frame, County Project Director may hold Contractor liable for liquidated damages. For the avoidance of doubt, liquidated damages shall only apply to the Contractor with respect to those deficiencies which are caused by the Contractor or the Contractor's employees, subcontractors or agents. If the County or any third party, other than the Contractor, the Contractor's employees, subcontractors or agents, is responsible either partially or wholly for such Deficiency, then the parties acknowledge and agree that the Contractor shall be responsible only for those corresponding liquidated damages specifically

related to the Contractor's proportional share of responsibility for such Deficiency. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a Deficiency by the specified deadline. The parties hereby agree that if deficiencies are not corrected within the specified deadlines, a reasonable estimate of such damages is one hundred dollars ($100) per day per Deficiency, up to a maximum of one thousand dollars ($1,000) per day, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor. If a Deficiency still has not been corrected for more than thirty (30) days after the specified deadline, then upon giving five (5) days' prior written notice to Contractor for failure to correct the deficiencies, County may correct any and all outstanding deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

11.3   Subject to section 11.4 below, for recurring Deliverables such as status reports and project plan updates that are due to be delivered by Contractor to County on a weekly, biweekly, or monthly basis: if County Project Director determines, acting reasonably, that project communication or coordination is impeded because these Deliverables are late or contain major inconsistencies, omissions, or errors, then County may deduct from Contractor payments a maximum of one hundred dollars ($100) per day between the due date and the date that an acceptable Deliverable is received—provided that County Project Director has emailed a notice to Contractor within one (1) Business Day following the due date (for a late recurring Deliverable) or receipt (for a recurring Deliverable containing major inconsistencies, omissions, or errors), identifying the specific deficiencies to be corrected. For the avoidance of doubt, any issues relating to the Deliverables being late or containing such major inconsistencies, omissions, or errors must be caused by the Contractor or the Contractor's employees, subcontractors or agents in order to attract any liquidated damages. If the County or any third party, other than the Contractor, the Contractor's employees, subcontractors or agents, is responsible either partially or wholly for the Deliverables being late or containing such major inconsistencies, omissions, or errors, then the parties acknowledge and agree that the Contractor shall be responsible only for those liquidated damages specifically related to the Contractor's proportional share of responsibility for such late delivery of the Deliverables or major inconsistencies, omissions, or errors.

11.4   The parties acknowledge and agree that notwithstanding the application of any liquidated damages against the Contractor as contemplated in Sections 11.2 and 11.3 above, in no event will the Contractor's total

maximum liability for any and all liquidated damages under this Agreement exceed a total maximum amount of $250,000.

11.5 The action noted in Paragraphs 11.2 and 11.3 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.6 This Paragraph 11 shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law and shall not, in any manner, restrict or limit County's right to terminate the Agreement as set forth in this Agreement. Notwithstanding any such liquidated damages assessed by the County under this provision, the Contractor's total liability under this Agreement shall not exceed the maximum liability amount set out in Section 13.4 (Limitation of Contractor's Liability) of Exhibit A (Additional Terms and Conditions) to this Agreement.

12. **NOTICES**

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

To County: (1) Sam Saad
Los Angeles County Sheriff's Department
Court Services Division, Civil Management Unit
1000 S. Fremont Avenue, Bldg. A9E, 5th Floor
Alhambra, California 91803

with a copy to:

(2) Los Angeles County Sheriff's Department
Assistant Director, Contracts

4700 Ramona Boulevard, **Room 214**
Monterey Park, CA 91754-2169
Facsimile: (323) 267-6687
Email: scousins@lasd.org

To Contractor:

Sierra Systems Inc.
Attention Joe Siegel
222 N. Sepulveda Boulevard, Suite 1310
El Segundo, California 90245
Facsimile: (310) 536-6282
Email: JoeSiegel@Sierrasystems.com

with a copy to:

(2)   Sierra Systems Inc.
ATTENTION: Legal Department
2500 – 1177 West Hastings Street
Vancouver, BC, Canada, V6E 2K3
Facsimile: (604) 688-6482
Email: legal@sierrasystems.com

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

13. ARM'S LENGTH NEGOTIATIONS

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

14. OWNERSHIP AND LICENSE

14.1 Hardware Ownership

County owns all System Hardware previously owned and installed at County Facilities or acquired pursuant to Contractor's specifications set forth in this Agreement

14.2 Software Ownership and License

All rights, title, and interests, including all copyrights, patents, and trade secrets, in and to the System Software and each Component thereof, provided to County pursuant to this Agreement, other than COTS

Software and Third Party Software, shall be solely owned by the County. Title to the System Software, and each Component thereof other than COTS Software and Third Party Software, shall automatically transfer from Contractor to County upon creation.

Upon request by County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title, and interest, including all copyrights, patents, and trade secrets, in and to the System Software, and each Component thereof other than COTS Software and Third Party Software. County shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all of County's rights, title, and interest, including copyrights, patents, and trade secrets, in and to the System Software, and each Component thereof other than COTS Software and Third Party Software.

For COTS Software and Third Party Software, Contractor shall provide to County an enterprise-wide, perpetual, nonexclusive license, for all Users, unrestricted except as expressly restricted in this Agreement, non-transferable except as provided in this Agreement (the "License"), solely as part of any Deliverable and not independent of such Deliverable, to:

(i)   use the Software, utilizing all of the Software's functions and features including those not specifically called out in the System Requirements and Specifications, on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of Users, including use by any and all other governmental agencies and other organizations and entities that County may call to access the System, except that the use of certain Third Party Software shall be subject to limitations on the number of concurrent Users as set forth in Paragraph 17 (Third Party Software); and

(ii)   permit third-party access to the System Software and Documentation as necessary or appropriate for County fully to enjoy the right granted under this Agreement, including the provision of Maintenance and Support Services, customizations or other support of the System.

14.3   **Source Code and Documentation**

Contractor shall provide to County a complete and current copy of all Source Code, Object Code, and Documentation of the Application Software and all Updates thereto in accordance with Exhibit B (Statement of Work) and elsewhere in this Agreement. Further, Contractor shall

provide a complete and current copy of all Source Code, Object Code, and Documentation of the Application Software and all Updates thereto (1) within thirty (30) days of Final System Acceptance, (2) within ten (10) days after release of each Update to the System Software, (3) upon expiration of this Agreement, and (4) within fifteen (15) days after any County request from time to time. Further, Contractor shall assure that County has a complete and current copy of all Source Code, Object Code, and Documentation of the System Software and all Updates thereto at all times after Final System Acceptance and during the Post-Implementation Phase. Contractor's duty to provide to County all Source Code, Object Code, and Documentation of the System Software and all Updates thereto shall continue throughout the Term of this Agreement and for a period of one hundred and eighty (180) days thereafter. Contractor shall provide to County all Source Code, Object Code, and Documentation of the System Software and all Updates thereto in a hard copy format, electronically, and on read-only medium, as specified by County.

In addition, for all Documentation which is not owned by County, Contractor shall provide to County a perpetual, no-cost, royalty-free, nonexclusive, unrestricted, and irrevocable right to reproduce in a hard copy format, electronically, and on read-only medium as specified by County, such Documentation related to the System Software.

15. SYSTEM SOFTWARE WARRANTY

15.1 Warranty Services and Warranty Periods

15.1.1 Contractor's warranty services provided during the System Warranty Period shall be those warranty services set forth in Paragraph 15.2 (Warranty Service Response) and Paragraph 15.3 (Notification of Deficiencies for Warranty Services) for the System Software, and each Component thereof, installed by Contractor. Contractor shall provide warranty services to County at no cost during the Warranty Period.

15.1.2 As used in this Agreement, "System Warranty Period" means the one hundred and eighty (180) day period commencing when: (a) Deliverables 14.3.1 (Technical Readiness Report), 14.4.1 (Organizational Readiness Report) and 14.5.1 (Cutover Test Report) have been accepted; and (b) all features and functions that are in scope for the Implementation Phase, as specified in Deliverables 2.4.1 (Functional System Design Document) and 3.1.1 (Technical Architecture Report), including any subsequent refinements specified in Change Orders, Change Notices, or Amendments, have been put into the County's Production Environment therefore being available for access by all users. Contractor shall bring to Final Resolution all Deficiencies of

Priority Level I, II and III (all as defined in Exhibit B-5 (Maintenance and Support Services)) that have been identified prior to the end of the System Warranty Period, at no cost to County. All Deficiencies that are identified following the end of the System Warranty Period will be handled under the Post-Implementation provisions of Exhibit B-5 (Maintenance and Support Services).

15.1.3 As used in this Agreement, "Other Professional Services and Additional Software Warranty Period" means, with respect to Components delivered pursuant to Paragraph 19 (Other Professional Services and Additional Software), the period commencing on the delivery of each applicable Component and continuing until the end of the System Warranty Period, or for a Component delivered after the ninetieth (90th) day of the System Warranty Period, until such Component has operated with no Deficiencies of Level I, Level II, or Level III Priority, as such Priority Levels are defined in Exhibit B-5 (Maintenance and Support Services), for one ninety (90) day period. Deficiencies reported during the Other Professional Services and Additional Software Warranty Period shall be corrected in accordance with Exhibit B-5 (Maintenance and Support Services) at no cost to County.

15.1.4 As used in this Agreement, "Warranty Period" means, as the context requires, the System Warranty Period or Other Professional Services and Additional Software Warranty Period.

15.2 **Warranty Service Response**

15.2.1 If a Deficiency is discovered in the System, as determined by County Project Director in relation to the specifications or requirements hereunder, in County Project Director's sole judgment, acting reasonably, Contractor promptly shall commence corrective measures as specified in Exhibit B-5 (Maintenance and Support Services) during the System Warranty Period.

15.2.2 If a Deficiency is discovered in Other Professional Services or Additional Software covered under the Other Professional Services and Additional Software Warranty Period, as determined by County Project Director in relation to the specifications or requirements hereunder, in County Project Director's sole judgment, acting reasonably, Contractor promptly shall commence corrective measures as specified in Exhibit B-5 (Maintenance and Support Services) during the Other Professional Services and Additional Software Warranty Period

15.2.3 If a Deficiency is discovered in the case of System Hardware or Infrastructure Software supplied by County for the purpose of this

Agreement in accordance with Contractor recommended specifications, Contractor shall identify to County the particular System Components causing the Deficiency.

15.3 **Notification of Deficiencies for Warranty Services**

In the event of the discovery of any Deficiency by County during the applicable System Warranty Period or Other Professional Services and Additional Software Warranty Period, and in accordance with Exhibit B-5 (Maintenance and Support Services), as determined by County's Project Director, County's Project Director will notify Contractor in writing of the problem(s) within three (3) Working Days, but failure by County to notify Contractor within such time period shall not affect Contractor's warranty obligations under this Agreement. Upon the earlier of County notifying Contractor of such Deficiency, or Contractor becoming aware of same, Contractor shall undertake corrective action within the applicable time specified in Paragraph 15.2 (Warranty Service Response). If such notice to Contractor is given orally by County, County also shall provide written confirmation of the corrective action request to Contractor within three (3) Working Days of such oral notification. Contractor's response (including any Service Credits arising in respect thereof) shall not be stayed pending receipt of County's written confirmation.

15.4 **Breach of Warranty Obligations**

In the event Contractor fails to timely perform its obligations set forth in this Paragraph 15, such failure shall constitute a material breach of this Agreement upon which County may exercise, without limitation, any of the rights and remedies set forth in Paragraph 5 (Termination for Default) of Exhibit A (Additional Terms and Conditions).

In the event that Contractor breaches the Response Time Warranty set forth in Paragraph 15.5 (Response Time Warranty), Contractor shall promptly, at no cost to County, replace or supplement the System Software until its computing capacity is sufficient to support the System at the System Response Time Levels set forth in Exhibit B-2 (Technical Requirements) as confirmed by the System tests set forth in Task 9 (System Integration Testing), Task 10 (User Acceptance Testing), and Task 11 (Performance Testing) of Exhibit B (Statement of Work). In the event County must incur any expense to conform the System to the Specifications, County shall be entitled to withhold such amount in accordance with Paragraph 10.6 (County's Right to Withhold Payments). Upon Contractor's completion of any warranty services as contemplated under this section 15.4, and provided (i) such completed warranty services materially satisfy the requirements set out in this Agreement, and (ii) are performed by Contractor in a diligent and timely manner consistent with the requirements set out in Exhibit B-5 (Maintenance and Support

Services), then the County acknowledges and agrees that it shall have no right to exercise any other right or remedy under this Agreement with respect to such warranty claim.

15.5 **Response Time Warranty**

Contractor represents, warrants and covenants that during the Term of this Agreement, the System, when configured in accordance with the Specifications, as updated from time to time in accordance with Exhibit B-5 (Maintenance and Support Services), shall provide sufficient computing capacity to support the System at the System Response Time Levels required for Contractor to satisfy Acceptance Testing in Tasks 9 through 11 of Exhibit B (Statement of Work) and to meet the requirements set forth in Exhibit B-2 (Technical Requirements). Service Credits accruing under Paragraph 8.5 (Services Credits) for failures to maintain the required System Response Time Levels shall not in any event exceed the maximum liability for Service Credits referenced in Paragraph 8.4 of this Agreement.

16. WORK QUALITY/FURTHER WARRANTIES

16.1 Contractor further represents, warrants, covenants and agrees that throughout the Term:

16.1.1 The System shall strictly perform in accordance with, and Contractor shall comply strictly with, the descriptions and representations (including Documentation, performance capabilities, accuracy, completeness, characteristics, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in the Statement of Work and Specifications.

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

16.1.3 All Documentation developed under this Agreement shall be uniform in appearance, whenever appropriate, as determined in the sole judgment of County's Project Director, acting reasonably.

16.1.4 The System Components shall be capable of interconnecting and interfacing with each other, and the System Components, when taken together, shall be capable of delivering all of the functionality for the System as set forth in this Agreement (including but not limited to Exhibit B-2 (Technical Requirements), Exhibit B-3 (Functional Requirements), and Exhibit B-4 (General Requirements)), and other Specifications for the System, when taken as a whole.

16.1.5 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, the use of a virus, lockup, time bomb, or key lock, worm, device or program, or disabling code, which has the potential or capability of compromising the security of County's or any third party's confidential or proprietary information or of purposefully causing any interruption of the operations of, or accessibility of the System or any System Component to County or an User, or which could alter, destroy, or inhibit the use of the System, any System Component, or the data contained therein (collectively referred to for purposes of this Paragraph 16.1.5 as "Disabling Device(s)"). Contractor further represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on or in any System Component provided to County under this Agreement, nor shall Contractor permit any subsequently delivered System Component to contain any Disabling Device.

16.1.6 Contractor shall support all Application Software installed at any County facility in full accordance with Exhibit B-5 (Maintenance and Support Services), and generally accepted principles for supporting and maintaining large-scale core business applications.

16.1.7 Prior to the expiration of the System Warranty Period, or the Other Professional Services and Additional Software Warranty Period, as the case may be, and at all times otherwise provided that County is paying any applicable Maintenance and Support Fees, Maintenance Enhancements of and Updates to the Application Software, or any Component or module of such Application Software, and all Documentation related thereto, shall be provided to County, at no additional cost over and above the sums otherwise payable by County under this Agreement, promptly after the creation thereof, and in no event later than thirty (30) day after County's request thereof.

16.1.8 Subject to the County's compliance with any and all terms and conditions contained in any License, including without limitation those License terms and conditions related to the use of any COTS Software or Third Party Software, County will be entitled to use the System and all System Components without interruption of System use by Contractor, subject only to County's obligation to make the required payments under this Agreement. Contractor further represents and warrants that this Agreement and the Work performed or provided by Contractor is neither subject nor subordinate to any right or claim of any third party, including Contractor's creditors. Further, Contractor represents and warrants that during the Term, it shall not subordinate this Agreement or any

of its rights hereunder, including the License to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System and System components in accordance with this Agreement. Neither Contractor's performance of this Agreement nor the License to, and use by, County and its User of the System (or any component thereof) in accordance with this Agreement will in any way violate any nondisclosure agreement, nor constitute any infringement, misappropriation or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral rights, or other rights of any third party.

16.1.9 Contractor shall supply County, subject to the provisions of Paragraph 14 (Ownership and License), with all Source Code for all Application Software and all corresponding Documentation and other proprietary information related to such Source Code for the entire term of the License (other than Source Code and Documentation for any System Components which are proprietary to a third party or for which Contractor does not have the right to provide Source Code). Subject to the foregoing, Contractor shall ensure that County has at all times been delivered the most current version of the Source Code, as well as Object Code for all Application Software.

16.1.10 Contractor has the full power and authority to grant to County all rights, including, license and ownership rights as appropriate, granted by this Agreement with respect to all Application Software.

16.1.11 Contractor shall not sell, assign, convey, sublicense, or otherwise transfer its interest in the System or any Component thereof without the prior written consent of County.

16.1.12 Up until Final System Acceptance, the System and the tasks performed by the System upon execution by a User, provided such User is using the System in an authorized manner, shall comply with federal, state, and local laws and regulations (including the Privacy Regulations), which are deemed necessary by or through federal, state, and local agencies and shall further comply with all applicable rules, regulations, and directives.

16.1.13 Contractor shall assign to County the benefits of any applicable warranty or indemnity offered by any manufacturer of any of the System Software, or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

16.2 **Location**

16.2.1 Contractor must physically locate Contractor Project Manager and other key members of Contractor's project team at an office within forty (40) miles of the Department's CSD headquarters in Alhambra, California, unless alternative arrangements can bring an equivalent level of project communication and coordination.

16.3 **Intentionally Deleted**

17. THIRD PARTY SOFTWARE

17.1 Contractor hereby represents and warrants that it has full right of all Application Software and all proprietary rights therein, and that none of the Application Software other than the SoftCode COTS Software and the Third Party Software is licensed from third parties. Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor foresee any need to modify, Third Party Software in order for the System to fully perform in accordance with all requirements of this Agreement, except as expressly indicated in Contractor's proposal. Contractor represents and warrants that it does not have any license or other right to modify Third Party Software and that Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the Application Software, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

17.2 County acknowledges that it may have to execute certain third party license agreements in respect of the SoftCode COTS Software and the Third Party Software, which license agreements, upon execution by County thereof, are incorporated herein by this reference. These third party license agreements shall be at no additional cost to County, other than any third-party costs itemized in this Agreement's payment schedule, and shall include reasonable terms and conditions as determined by County, but shall not otherwise limit the terms of the License hereunder, or restrict County's ability to exercise its rights in respect of the System, except in such agreements. Without limiting the generality of the foregoing, to the extent that any such Third Party Software license agreements conflict with this Agreement as it applies to County's right to use the System, Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use the System afforded by this Agreement as it applies to County's right to use the System, Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use the System afforded by this Agreement. The licenses acquired and delivered to County pursuant to this Paragraph 17.2 do not and shall not in any way limit County's rights pursuant to Paragraph 14 (Ownership and License).

17.3 In the event it nonetheless becomes necessary to modify Third Party Software to satisfy any of the requirements of this Agreement, Contractor shall promptly, at no cost to County, either: 1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or 2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's determination, in lieu of modifying such Third Party Software.

18. MAINTENANCE AND SUPPORT

18.1 Contractor shall provide County with Maintenance and Support Services as described in Exhibit B-5 (Maintenance and Support Services). Maintenance and Support Services shall commence with respect to each Component of the Application Software on County's Acceptance thereof. Maintenance and Support Services in respect of the Application Software and of each Component shall be provided by Contractor at no cost to County until the end of the System Warranty Period, and thereafter at the annual Maintenance and Support Fees set forth in Exhibit C (Price and Schedule of Payments). Updates provided to County and implemented by Contractor as part of Maintenance and Support Services shall be deemed part of the Application Software for all purposes hereunder. Except as otherwise agreed between the parties, provision of Updates under this Agreement shall not increase County's Maintenance and Support Fees.

18.2 During all periods when County pays Maintenance and Support Fees, County may apply Service Credits against Maintenance and Support Fees owed to Contractor, as more fully described in Exhibit B-5 (Maintenance and Support Services), in the event Contractor fails to timely resolve a Deficiency.

19. OTHER PROFESSIONAL SERVICES AND ADDITIONAL SOFTWARE

Upon the written request of County's Project Director made at any time and from time to time during the Term, Contractor shall provide to County "Other Professional Services," including additional Custom Programming, Additional Interfaces, and Data Conversions, and "Additional Software" set forth in a Change Order prepared and executed in accordance with Paragraph 6 (Change Notices, Change Orders, and Amendments). Other Professional Services and Additional Software shall be payable out of, and shall not exceed, the Pool Dollars available as set forth in Exhibit C (Price and Schedule of Payments), excepting any optional Fixed Price professional Services included in the Maximum Contract Sum, and shall be payable at the rates of applicable fixed prices set forth in Exhibit C (Price and Schedule of Payments). Approval of any and all Other Professional Services and payment therefore shall be in

accordance with Exhibit B-6 (Process for Receiving, Reviewing, and Approving Deliverables) and Paragraph 10 (Invoices and Payments).

20. PRODUCTION USE

Subject to County's obligation of Acceptance set forth in Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables) and the Agreement, following a complete ACES installation by Contractor and prior to Final System Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Final System Acceptance.

21. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT; CONTINUOUS PRODUCT SUPPORT

21.1 Limitation on Assignment

Contractor shall not have any right to, and shall not, assign its rights and/or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall voidable by County in County's sole and absolute discretion. For purposes of this Paragraph 21, County consent shall require a written amendment to this Agreement which is formally approved and executed by the Sheriff and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

21.2 Changes of Control

Shareholders, partners, members or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein, at the time of execution of this Agreement, such disposition is an assignment requiring an assignment requiring the prior written consent of County in accordance with Paragraph 21.1 above.

21.3 Termination

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

21.4 **Continuous Product Support**

If (i) Contractor assigns this Agreement in accordance with Paragraph 21 (Prohibition Against Delegation and Assignment), or (ii) Contractor sells, assigns, or transfers its interest in the System in accordance with Paragraph 16.1.11, and in either case, subsequent to such event, the System is not supported to at least the same level that Contractor supported the System as determined by County Project Director (because, for example, Contractor's assignee chooses to support other products with similar functions), or (iii) Contractor markets a successor software product which replaces the System Software (other than the Third Party Software), and with the consent of County in its sole discretion, ceases to provide Maintenance and Support Services for such System Software during the Term (each of conditions (i), (ii), and (iii) referred to as a "Successor Event"), then County, at its sole option, may elect to transfer the License, without cost or penalty, to another similar product ("Replacement Product") within Contractor's or its assignee's or successor's product offering. The assignee or successor, if applicable, by taking benefit (including acceptance of any payment under this Agreement) shall be deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product, including Contractor's obligations in respect of warranties and Maintenance and Support Services. In addition, the following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:

21.4.1 Any prepaid Maintenance and Support Fees for the System shall transfer in full force and effect for the balance of the Replacement Product's Maintenance and Support Services term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's Maintenance and Support Fee for the same term, the credit balance shall be applied to future Maintenance and Support Fees or returned to County, at County's option. Under no circumstances is County obligated to pay Maintenance and Support Fees in excess of the amounts expressly agreed hereunder and set forth in Exhibit C (Price and Schedule of Payments);

21.4.2 Any and all modules offered separately, and needed to match the original System's level of functionality, as determined by County Project Director shall be supplied by Contractor's assignee or successor without additional cost or penalty, and shall not affect the calculation of any Maintenance and Support Fees;

21.4.3 County shall receive reasonable training for Users, for purposes of learning the Replacement Product. Training shall be provided at no cost to County or Users;

21.4.4 All License terms and conditions shall remain as granted herein with no additional fees imposed on County; and

21.4.5 The definition of System Software shall then mean the Replacement Product.

22. SURVIVAL

The following paragraphs of this Agreement shall survive its expiration or termination for any reason: Paragraph 1 (Agreement and Interpretation); Paragraph 2 (Definitions); Paragraph 8 (Prices and Fees); Paragraph 10 (Invoices and Payments); Paragraph 12 (Notice); Paragraph 13 (Arm's Length Negotiations); Paragraph 14 (Ownership and License); Paragraph 15 (System Software Warranty); Paragraph 18 (Maintenance and Support Services); and Paragraph 22 (Survival); and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SIERRA SYSTEMS INC.

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

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

By _____
Deputy

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

Contractor: SIERRA SYSTEMS INC.

Signature: _____

Title: _____ COO

77924

APPROVED AS TO FORM:
JOHN KRATTLI
County Counsel

By _____
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39   MAR 1 9 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT A:
ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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

1.0   SUBCONTRACTING

1.1   General

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

1.2   Procedure for Subcontracting

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

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

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

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

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

a) A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior

written approval of the County Project Director, which approval shall not be unreasonably withheld; and

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

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

1.2.5   Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Agreement)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3   Contractor Responsibilities.

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

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

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

1.3.4   Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their

officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

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

2.2 Continued Work

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

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

2.3 Dispute Resolution Procedures

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

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

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

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

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

2.4 Documentation of Dispute Resolution Procedures

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

2.5 Not Applicable to County's Right to Terminate

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

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1 to the Agreement) for each of its employees, and subcontractors' employees if any, who are performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.1.4 For the avoidance of doubt confidential information as used hereunder shall not include information which is: a) already in the possession of the receiving party; b) independently developed by the receiving party; c) in the public domain or already known to the general public; d) disclosed by a third party to the recipient under no obligation of confidentiality and the recipient was not aware of any confidentiality obligations on such third party regarding such information; or e) which the recipient is required to disclose at law or by the order of an administrative agency or judicial agency.

3.2   Disclosure of Information.

      3.2.1   With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

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

3.3   Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

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

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

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

3.4 Use of County Name

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

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

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

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

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

3.5 Injunctive Relief

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

4.0 TERMINATION FOR INSOLVENCY

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

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

States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

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

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

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

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

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

5.0   TERMINATION FOR DEFAULT

5.1   County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

    (a) Contractor has materially breached this Agreement; or

    (b) Contractor fails to timely provide and/or perform any task, deliverable, service, or other work required either under this Agreement; or

    (c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

5.2   In the event that County terminates this Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County acting reasonably, for such similar

goods and services. Notwithstanding the foregoing, the Contractor's total liability under this Agreement shall not, in any event, exceed the Contractor's Maximum Liability amount set out in Section 13.4 (Limitation of Contractor's Liability) of this Exhibit A. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).

5.4 The rights and remedies of County provided in this Paragraph 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 <u>Termination for Convenience</u>.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 <u>No Prejudice; Sole Remedy</u>

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

8.0 INTENTIONALLY DELETED

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration) of this Exhibit, then:

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

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work, but Contractor's total liability under this provision shall not, in any event, exceed the total amount paid to Contractor up to the date of such claim under this Agreement, and furthermore the Contractor's total liability under this Agreement shall not exceed the Maximum Liability amount set out in Section 13.4 (Limitation of Contractor's Liability) of this Exhibit A;

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

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

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

9.2   Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services within a maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3   Remedies Not Exclusive

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

10.0   WARRANTY AGAINST CONTINGENT FEES

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

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

11.0 AUTHORIZATION WARRANTY

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

12.0 ADDITIONALWARRANTIES

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

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

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

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

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

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

12.6 Except for the representations and warranties made in this Agreement, the Contractor makes no representation, condition or warranty of any kind whatsoever under this Agreement or otherwise, including without limitation, any statutory, express, implied or other warranties or any warranty of merchantability or fitness for any particular purpose regarding any Service, Work or any other product delivered to County under this Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions,

fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13.2   General Provisions for All Insurance Coverage

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

13.2.1   **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) business days following the renewal of Contractor's policy.

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

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

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contracts Monitoring, Manager
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

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

13.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

13.2.3 Cancellation of Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation at least ten (10) days in advance of such date. Failure to provide written notice of cancellation may constitute a material breach of the Contract, in the sole discretion of County, acting reasonably, upon which County may suspend or terminate this Contract.

13.2.4 Failure to Maintain Insurance

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

13.2.5 Insurer Financial Ratings

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

13.2.6 Contractor's Insurance Shall Be Primary

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

13.2.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. Such waiver of subrogation shall not be required with respect to the Contractor's professional liability insurance.

13.2.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

13.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR.

13.2.10 Claims Made Coverage

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

13.2.11 Application of Excess Liability Coverage

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

13.2.12 Separation of Insureds

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

13.2.13 Alternative Risk Financing Programs

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

13.2.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13.3 Insurance Coverage

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

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

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

13.3.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per

accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.3.4 **Professional Liability/Errors and Omissions Insurance** covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13.4 <u>Limitation of Contractor's Liability</u>

13.4.1 **Limitation.** Notwithstanding the foregoing or anything to the contrary in this Agreement, in no event shall the Contractor be liable for any claims made by County or any third party for any special, indirect, incidental, punitive or consequential damages or loss including negligence or breach of contract, including loss of business opportunities, profits or revenues, whether or not the possibility of such damages or loss of opportunities, profits or revenues has been disclosed to the Contractor in advance or could have been reasonably foreseen by the Contractor.

13.4.2 **Definition of Maximum Liability.** For the purposes of this Agreement, the term "Maximum Liability" shall mean the maximum amount for which Contractor will be liable under this Agreement for the specific damages or claims contemplated hereunder. For the avoidance of doubt, the Maximum Liability for the Implementation Phase and Post-Implementation maintenance and support are separate and completely independent of one another such that each specific part of the project has its own liability cap amount which will not be applicable with respect to the other parts of the project.

13.4.3 **Maximum Liability for Implementation Services.** The parties acknowledge and agree that Contractor's Maximum Liability for any and all damages arising under this Agreement during the implementation of Releases 1 and 2, including without limitation any liquidated damages, service credits or other liabilities, shall not exceed an amount equal to one hundred and fifty percent (150%) of the revenue paid or payable by County to Contractor for Implementation Services under this Agreement.

13.4.4 **Maximum Liability for Post-Implementation Maintenance and Support.** The parties acknowledge and agree that Contractor's Maximum Liability for any and all damages arising during the Post-Implementation Maintenance and Support portion of the project shall not exceed the Maximum Liability of $475,000.

13.4.5 **Exclusions**. Notwithstanding the foregoing, the parties acknowledge and agree that the limitations on Contractor's liability set out in this Paragraph 13.4 shall not apply with respect to any claims arising under Paragraph 14 (Intellectual Property Indemnification) or 22.2 (Employment liability) of this Exhibit A to the Agreement, or to any claims for breaches of confidence or for harm to persons or damage to property arising under this Agreement.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

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

14.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product

of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Paragraph 14.2 above within forty-five (45) days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the Software or damages or other costs or expenses (in this Paragraph 14.3, "County's Remedial Acts"). Contractor shall indemnify County under Paragraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

15.0 BUDGET REDUCTIONS

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

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient

time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0   CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

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

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

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

17.7 These terms shall also apply to subcontractors of County contractors.

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

http://lacounty.info/doing_business/DebarmentList.htm

18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines,

directives, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

19.0 FAIR LABOR STANDARDS

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

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

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

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in

compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

      20.4.1   Title VII, Civil Rights Act of 1964;

      20.4.2   Section 504, Rehabilitation Act of 1973;

      20.4.3   Age Discrimination Act of 1975;

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

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

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

20.5   Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph

20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures).

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

21.0 NONDISCRIMINATION IN SERVICES

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

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

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

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

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

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

26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

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

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

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

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

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

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

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

32.0 RECYCLED-CONTENT PAPER

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

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

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

33.2 Written Employee Jury Service Policy.

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

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

Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 Each of Contractor's staff performing work under this Agreement who is in a designated sensitive position, as determined by County in county's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to work under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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

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

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

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 COUNTY FACILITIES OFFICE SPACE

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

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

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

40.0 INTENTIONALLY DELETED

41.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

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

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable written notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the

Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

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

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

Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

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

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

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

44.0 NO THIRD PARTY BENEFICIARIES

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

45.0 MOST FAVORED PUBLIC ENTITY

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

46.0 COUNTY'S QUALITY ASSURANCE PLAN

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

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

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

48.0 INTENTIONALLY DELETED

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

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

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

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

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

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

52.0 PUBLIC RECORDS ACT

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

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

53.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

53.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

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

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

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

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

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

54.0 WAIVER

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

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the

Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

56.0 SEVERABILITY

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

57.0 RIGHTS AND REMEDIES

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

58.0 NON EXCLUSIVITY

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

59.0 FACSIMILE

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

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

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

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

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

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

61.0   LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

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

62.0   TERMINATION FOR NON APPROPRIATION OF FUNDS

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

any and all Implementation Services, Maintenance and Support Services, and Other Professional Services performed up to the effective date of termination for such non-appropriation of funds, or upon the Contractor's receipt of notice of such termination for non-appropriation.

63.0 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, attached as Exhibit H (Defaulted Property Tax Reduction Program) .

64.0 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 Paragraph 63.0 (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.

65.0 NOTICE OF DELAYS

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

* * * * *

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT B:
STATEMENT OF WORK

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SECTION I. INTRODUCTION

A. Function of this Document

1. This Statement of Work defines the scope of work that the Contractor shall perform for the development, customization, implementation, deployment, support, and maintenance of ACES, under an Agreement by and between County and Contractor.

2. For ease of reference, this document's main paragraphs are numbered continuously without restarting.

B. Background

3. The Sheriff's Department (Department) of the County of Los Angeles (County) is replacing its existing civil enforcement case management system, the Modified Automated Process and Accounting System (MAPAS), with a web-based, user-friendly application, the Automated Civil Enforcement System (ACES).

4. Please see Exhibit B-1 (Background) for background information about the business and organizational environment in which ACES is to reside.

C. Project Goal

5. The goal of this project is to replace the current MAPAS system with a new system to be called ACES. ACES is expected to support roughly the same business functions as MAPAS, but to enable the Department to significantly improve its efficiency, transparency, and customer service in performing those business functions. This will be accomplished in the following ways.

    a. ACES will capture, store, and organize much more information about the business functions, thus providing better reporting and business intelligence.

    b. ACES will turn paper-based processes into electronic processes, enabling the Department's Civil Management Unit to better allocate work to resources in its various branch offices, and ultimately allowing some functions to be organized around "virtual offices." Electronic processes will include:

        1. Electronic rather than paper case files, with scanned images integrated into structured data

        2. Controlled workflows, with in-process work routed through a sequence of steps from user to user

3. Access from any computer on the Department's network

4. User-friendly, intuitive user interface via web browser

c. ACES will improve clerical efficiency and transparency.

d. ACES will provide mechanisms for customers to inquire about their cases using the internet, both improving customer service and freeing staff for other tasks.

D. System Context

Business Functions

6. ACES shall support the following business functions, including an electronic database containing all information the Department uses in performing the following business functions. (Please see Exhibits B-3, Functional Requirements, and B-4, General Requirements, for more detail.)

a. Service of Process

b. Bank Garnishments (Bank Levies)

c. Wage Garnishments (Earnings Withholding Orders)

d. Personal and Real Property Seizures and Sales

e. Evictions

f. Installation of a Keeper

g. Protective and Temporary Restraining Orders

h. Motor Vehicle Inspections

i. Collection and Disbursement of Levied Funds

j. Cashiering, Accounting, and Recordkeeping associated with the above

Users

7. ACES Users shall include the following:

User Type   *Estimated Number*
                                                          to be Trained

a. Sheriff's Civil Management Unit

  • Clerical, field, and supervisory personnel in the Civil
  Management Unit, who will be the primary user community 300

b. Sheriff personnel other than Civil Management Unit

  • Patrol station personnel, for certain functions such as fix-it
  tickets (vehicle inspections) and investigations; detectives may
  want to query evictions at certain addresses.......................... less than 50

  • Various personnel, for temporary restraining orders and
  bench warrants... less than 10

  • Fiscal Administration Bureau, for audits, funds transfers, and
  Sheriff's Department employees' witness fees......................... less than 10

  • Data Systems Bureau for system administration functions
  including customer access via CSDWeb and email; employee
  access via mobile workstations in vehicles, SharePoint,
  CSDNet, etc. .... less than 20

c. Other Los Angeles County departments

  • Auditor and Treasurer/Tax Collector Department for financial
  activity, audits, and electronic payment transactions (such as
  credit cards, debit cards, electronic fund transfers, etc.) .... less than 10

  • Public Defender's Office and Alternate Public Defender's
  Office for subpoenas .... less than 20

  • Registrar/Recorder to record levies and releases................ less than 10

  • Internal Services Department for some system administration
  functions... less than 10

  • County's GIS service provider, for geocoding .... less than 10

County of Los Angeles • Sheriff's Department   *Exhibit B. Statement of Work*
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Technical Platform

8. ACES shall reside on servers in County's data center, and shall be accessed through user workstations on County's internal network. County will host the platform. Please see Exhibit B-2 (Technical Requirements) for more detailed information about the technical platform.

Interfaces

9. ACES shall interact with the following external systems. (See the External Interfaces section in Exhibit B-4 (General Requirements) for more detailed interface requirements.)

a. CARPOS (California Restraining and Protective Order System), via the Justice Data Interface Controller (JDIC)—see the Protective Order and Temporary Restraining Order Workflow document for more information about the CARPOS interface

    i. Outbound: None.

    ii. Inbound: ACES shall continuously monitor CARPOS for new or updates to restraining/protective orders, and proofs of service for those orders; ACES shall copy the relevant data into the ACES database.

b. SharePoint

    i. Outbound: After ACES creates a Service Ticket for serving a protective or restraining order, ACES shall push this Service Ticket as an image file to SharePoint. SharePoint will then be used to print the paperwork package for serving the restrained party. ACES shall also send a corresponding text file to SharePoint.

    ii. Inbound: None

c. TROWeb

    i. Outbound: ACES shall send scanned images of the completed proof of service to TROWeb. TROWeb shall be updated within ten (10) minutes of the file being entered into ACES.

    ii. Inbound: None.

d. CSDWeb

    i. Outbound: ACES shall send to CSDWeb text files of updated Case data. CSDWeb shall be updated within ten (10) minutes of the file being updated in ACES.

    ii. Inbound: None.

    iii. In lieu of an interface to CSDWeb, County may consider replacing CSDWeb with a public query function built directly into ACES.

e. Countywide Accounting and Purchasing System (eCAPS)

    i. Outbound: In nightly batches, ACES shall send to eCAPS a text file containing approved check requisitions that ACES generated that day.

    ii. Inbound: In nightly batches, ACES shall receive from eCAPS a text file containing warrants (checks) written against previously sent check requisitions, and possibly other payments that have been applied to ACES Cases. ACES shall then update its database accordingly.

f. Geocode: ACES shall query Geocode with a list of new Service Requests that will require service, along with selected data including service addresses and constraints on service (morning, afternoon, evening, etc.). Geocode will devise optimal routings and CMU Office assignments for those Service Requests, and immediately return this information to ACES. ACES shall then incorporate this into its database and send the Service Requests to their assigned CMU Offices for further processing.

g. Link2Gov/FIS: ACES shall access Link2Gov/FIS for the processing of credit and debit card payments. After ACES has determined the amount to be paid (or refunded) by credit or debit card, the API shall pass the user from ACES to Link2Gov/FIS pages, utilizing an HTTPS post of name/value pair-based information, with the following data fields (at a minimum): MerchantAmount (dollar amount for this transaction); ReturnURL (URL address to be displayed after the Link2Gov/FIS receipt page is displayed); UserPart1 (a unique identifier for the transaction in ACES). A web-service post-back of transaction information shall also be utilized.

E. System Requirements

10. Please see Exhibits B-2, B-3, and B-4 for the functional and technical requirements for ACES. Contractor's approach to System Requirements is described and clarified in Contractor's Proposal for Automated Civil Enforcement System (ACES) dated September 1, 2011, in response to County's RFP 399-SH-2011, Section C.

(The remainder of this page is intentionally blank.)

F. Project Governance

11. This project will be overseen by the ACES Executive Steering Committee (Steering Committee), County's ACES Project Director (County Project Director) and County's ACES Project Manager (County Project Manager), who will monitor Contractor activities, personnel, and progress on this project, pursuant to the Agreement. Below is a project organization chart:

```
┌─────────────────────────────────────────────────┐
│ ACES Executive Steering Committee (ESC)—         │
│ chaired by Court Services Division Chief (executive │
│ sponsor); includes Project Directors and Project │
│ Managers                                          │
│  • Allocates project resources                    │
│  • Provides project direction and oversight       │
│  • Addresses cross-functional issues              │
└─────────────────────────────────────────────────┘
                        │
┌─────────────────────────────────────────────────┐
│ Project Management Team (PMT)—led by County      │
│ Project Manager; includes Contractor Project     │
│ Manager and team leads                            │
│  • Manages project resources                      │
│  • Manages day-to-day project activities          │
│  • Implements ESC directives and decisions        │
│  • Identifies, resolves, escalates issues         │
└─────────────────────────────────────────────────┘
            │                           │
┌──────────────────────────┐  ┌──────────────────────────┐
│ Functional Team—led by   │  │ Technical Team—led by     │
│ County Functional Lead;  │  │ Contractor Technical Lead;│
│ includes County and      │  │ includes County and       │
│ Contractor project       │  │ Contractor project        │
│ personnel                │  │ personnel and technical   │
│  • Responsible for       │  │ operations staff          │
│    delivery of the       │  │  • Responsible for the    │
│    overall business      │  │    delivery of the        │
│    solution              │  │    overall technology     │
│  • Provides functional   │  │    solution               │
│    and subject-matter    │  │  • Provides IT expertise  │
│    expertise             │  │  • Defines technical      │
│  • Defines business      │  │    requirements and       │
│    requirements and      │  │    ensures that they are  │
│    ensures that they     │  │    met                    │
│    are met               │  │                           │
└──────────────────────────┘  └──────────────────────────┘
```

G. Project Responsibilities

12. Contractor will be responsible for performing the Tasks and providing the Deliverables stated in Section II of this Statement of Work document.

13. Specific Deliverables will be formally transmitted, evaluated, and approved using the process described in Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables).

14. County will be responsible for:

a. Coordinating all activities of, information from, and decisions made by County personnel

b. Subject-matter expertise

c. Requirements clarification

d. Project oversight

e. Executive sponsorship and user buy-in

f. Acceptance testing

g. Providing the infrastructure, servers, network, and user workstations for ACES

h. Hosting ACES at County's data center

i. Providing space on a County server for project-management databases such as an issues log, SharePoint site, etc.

j. Providing office space and network connectivity for the project team to work onsite

k. Providing system administration functions for the production environment

l. Designating a County Project Manager who shall serve as County's primary point of contact for Work covered under this Statement of Work

m. Ensuring the timely availability of County resources as identified and agreed to in the Project Control Document

H. Project Phases

15. The project's phases are as follows:

a. The **Implementation Phase** includes all activities and Deliverables prior to the end of the System Warranty Period, as defined in Paragraph 15.1 of the Agreement.

b. The **Post-Implementation Phase** includes continuing Maintenance and Support Services that occur subsequent to the System Warranty Period.

16. The Implementation Phase may be further subdivided into Implementation Cycles in which a subset of the system's functions and features are developed and implemented in each Cycle. Any such subdivisions and Cycles shall be detailed in the Project Control Document.

I. Assumptions

17. This project is being undertaken with the following assumptions:

a. Funding has been budgeted for the project.

b. The underlying legal and institutional basis for the business functions will not significantly change during the course of the project.

c. ACES will be able to accommodate evolutionary changes in civil procedures primarily by changing configuration parameters during the long-term life of the system.

d. The MAPAS data schema, screens, and processing routines will be made available to the ACES Contractor.

e. Key members of Contractor's project team will have sufficient experience in civil management systems, so that they can provide practical business expertise in discussions with County's subject-matter experts.

f. All work shall be done at County facilities unless otherwise authorized in writing by County Project Manager.

g. ACES will be hosted at a County data center.

h. Contractor Project Manager will be assigned full-time to the project and remain full time until the first full month after cutover to Production Use (actual business use).

i. Deliverables will follow the procedure in Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables), and Contractor Project

Manager will informally review proposed formats and contents of Deliverables with County Project Manager in order to ensure shared expectations.

j. ACES could be built either (a) as a from-the-ground-up wholly custom software application, or (b) by adapting and customizing a COTS (commercial off-the-shelf) application software product. Because a COTS product will still need significant custom development to meet ACES requirements, the scope of work is very similar for both alternatives, with the following differences between alternatives:

1. In the Prototype (Deliverable 2.2.1): If ACES is to be developed using a COTS application software product or a pre-existing civil-management system as the baseline software, then a demonstration version of that software should be used as the prototype. If ACES is to be a ground-up custom development, the prototype or mockup will be developed using prototyping tools.

2. In the Functional System Design (Deliverable 2.4.1): If ACES is to be developed from a COTS application software product, then Contractor shall include in this deliverable a fit-gap analysis, which is a detailed comparison of System Requirements against the functionality of the COTS software, highlighting the differences. A fit-gap analysis is not applicable for a ground-up wholly custom development.

3. In the Detailed Software Design Document (Deliverable 5.2.1): If ACES is to be based on a COTS application software, that Deliverable shall indicate specific locations in the software where the COTS software code is to be changed or additional code is to be written, and specific configuration settings of the COTS software. This is not applicable for a ground-up wholly custom development.

4. In System Development (Task 5): If ACES is to be based on a COTS application software, then Contractor shall configure the COTS application by training County personnel to assist in configuring the COTS product, leading and supporting County personnel in configuring the software, and ensuring that the software has been optimally and properly configured. This is not applicable for a ground-up wholly custom development.

k. Contractor has proposed CivilServe, CivilMobile, and CivilView by SoftCode, Inc. as the COTS software product to be adapted for ACES.

l. County's Link2Gov/FIS agreement provides a County-approved secure transaction environment, compliant with the Payment Card Industry Data Security Standard (PCI-DSS), for transferring all forms of credit and debit card payments directly to County's electronic payment account. ACES shall process point-of-sale credit and debit card payments via this Link2Gov/FIS

transaction environment. Contractor shall establish a working relationship and coordinate with personnel who will be implementing and supporting Link2Gov/FIS for processing ACES credit/debit card transactions.

m. ACES is to be implemented in two Releases. Release One will include modifications of the COTS SoftCode CivilServe baseline package to include all functions and features currently in MAPAS Production Use along with all required system interfaces, and will allow the MAPAS users to migrate to ACES so that County can stop using MAPAS for Production Use. Release Two will include all remaining functions and features prescribed in the ACES RFP; Deliverable 2.1.1 will specifically map the MAPAS functions and features to the ACES releases.

n. Release One shall be considered completed when all functions and features in MAPAS Production Use, along with all required system interfaces, have been put into Production Use in ACES, and the MAPAS users can migrate to ACES; Deliverable 2.1.1 will specifically map the MAPAS functions and features to the ACES releases.

o. County and Contractor agree that Subtask 2.1 of the Contractor's Proposal submitted on September 1, 2011 is intended to validate and refine the functional requirements and workflows; Pool Dollars are intended to be used for expanding System functionality, or expand Contractor responsibilities, beyond the original Statement of Work and/or Contractor's Proposal, not for refinements within the original scope of work or the scope of work as defined in accepted deliverables.

p. Throughout the Term of this Agreement, and prior to Final System Acceptance, Contractor shall ensure that it does not undertake or deploy personnel assigned to the Project hereunder to any other projects which will impede Contractor's ability to deliver the Work hereunder in a timely and efficient manner.

q. County will provide software licenses for document-management, operating-system, and database-management COTS software to be a component of ACES.

r. Post-Implementation maintenance and support prices are based on a delivered System as characterized in the Statement of Work and Contractor's Proposal. If through change orders the delivered System is significantly more complex or covers significantly more functionality, a proportionally higher annual price may need to be arranged.

s. Post-Implementation maintenance and support prices are based on a mutual understanding that Contractor is the only party allowed to modify the Application Software that Contractor maintains in the Production Environment.

J. Deliverable Preparation and Submittal Procedures

18. Please see Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables) regarding Deliverable preparation and submittal procedures.

K. Overview of Contractor's Scope of Work

19. The Scope of Work is defined in Section II of this document, and outlined below.

a. For a COTS-based implementation approach:

Task	Subtask	Deliverable
Task 1. Project Management	Subtask 1.1. Plan the Project and Establish Mechanisms for Managing the Project	Deliverable 1.1.1. Baseline Project Control Document (PCD)
		Deliverable 1.1.2. Issues Tracking Log
	Subtask 1.2. Manage the Project	Deliverable 1.2.1. Monthly Status Reports
	Subtask 1.3. Participate in Weekly Status Meetings	No formal deliverable for this subtask
Task 2. Functional Assessment	Subtask 2.1. Review System Requirements	Deliverable 2.1.1. System Requirements Review Report
	Subtask 2.2. Develop a Functional Prototype	Deliverable 2.2.1. Prototype Software
		Deliverable 2.2.2. Prototype Demonstration Scripts
	Subtask 2.3. Conduct Prototype Walkthroughs and Trials	Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials
	Subtask 2.4. Develop a Functional System Design with Fit-Gap Analysis	Deliverable 2.4.1. Functional System Design Document with Fit-Gap Analysis
Task 3. Technical Assessment		Deliverable 3.1.1. Technical Architecture Report
Task 4. Implementation Assessment	Subtask 4.1. Analyze External Data Sources for Data Conversion and Interfaces	Deliverable 4.1.1. External Data Sources Analysis Report
	Subtask 4.2. Develop an Integrated Set of Strategies for Developing and Implementing ACES	Deliverable 4.2.1. Implementation Strategies
Task 5. System Development	Subtask 5.1. Initialize Each Technical Environment	Deliverable 5.1.1. Technical Environment Initialization Report
	Subtask 5.2. Design the Application	Deliverable 5.2.1. Detailed Software Design Document
	Subtask 5.3. Set Up the Database	Deliverable 5.3.1. Physical Database Documentation
	Subtask 5.4. Provide and Install the COTS Application Software (	Deliverable 5.4.1. COTS Software
		Deliverable 5.4.2. COTS Installation Memo
	Subtask 5.5. Modify the COTS Software and Build Custom Software Components	Deliverable 5.5.1. Customized Application Software
		Deliverable 5.5.2. Customization Report

	Subtask 5.6. Configure the Application Software	Deliverable 5.6.1. Configured Application Software
		Deliverable 5.6.2. Configuration Report
Task 6. External Interfaces		Deliverable 6.1.1. Interface Software
		Deliverable 6.1.2. Interface Report
Task 7. Production Reports		Deliverable 7.1.1. Report Specifications
		Deliverable 7.1.2. Reports Software
Task 8. Data Conversion and Database Initialization	Subtask 8.1. Convert Data from MAPAS into ACES	Deliverable 8.1.1. Data Conversion Test-Run Report
	Subtask 8.2. Initialize the ACES Database	Deliverable 8.2.1. Database Initialization Report
Task 9. System Integration Testing	Subtask 9.1. Develop Integration Test Plans	Deliverable 9.1.1. Integration Test Plans
	Subtask 9.2. Conduct Integration Tests	Deliverable 9.2.1. Integration Test Results Report
Task 10. User Acceptance Testing	Subtask 10.1. Support User Acceptance Testing	Deliverable 10.1.1. User Acceptance Test Methodology
		Deliverable 10.1.2. User Acceptance Test Readiness Statement
		Deliverable 10.1.3. User Acceptance Test Record
Task 11. Performance Testing	Subtask 11.1. Perform Stress Tests	Deliverable 11.1.1. Stress Test Plans
		Deliverable 11.1.2. Stress Test Record
	Subtask 11.2. Tune the Production Environment	Deliverable 11.2.1. Production Environment Tuning Report
Task 12. Documentation and Online Help	Subtask 12.1. Develop System Documentation	Deliverable 12.1.1. Technical Documentation
		Deliverable 12.1.2. User Manuals and Training Materials
	Subtask 12.2. Provide the Online Help Features	Deliverable 12.2.1. ACES Online Help Features
Task 13. Training	Subtask 13.1. Develop Detailed Training Plan	Deliverable 13.1.1. Training Plan
	Subtask 13.2. Conduct On-Site System Administrator/Operator Training	Deliverable 13.2.1. System Administrator/Operator Training Report
	Subtask 13.3. Conduct On-Site User Training	Deliverable 13.3.1. User Training Report
Task 14. Cutover	Subtask 14.1. Plan the Cutover Process	Deliverable 14.1.1. Cutover Plan
	Subtask 14.2. Support the Rollout of the Production Environment to Users	No formal deliverable for this subtask
	Subtask 14.3. Assess Technical Readiness	Deliverable 14.3.1. Technical Readiness Report
	Subtask 14.4. Assess Organizational Readiness	Deliverable 14.4.1. Organizational Readiness Report
	Subtask 14.5. Test the Cutover Process	Deliverable 14.5.1. Cutover Test Report
	Subtask 14.6. Orchestrate the	Deliverable 14.6.1. First Post-Cutover Report

	Cutover Process	Deliverable 14.6.2. Second Post-Cutover Report
Task 15. Maintenance and Support	Subtask 15.1. Maintain and Support the System During the Implementation Phase	No formal deliverable for this subtask
	Subtask 15.2. Transfer the System Administration Responsibilities	Deliverable 15.2.1. Post-Implementation Transition Plan
	Subtask 15.3. Assist in and Achieve Final System Acceptance	No formal deliverable for this subtask
	Subtask 15.4. Maintain and Support the System During the Post-Implementation Phase	No formal deliverable for this subtask

b. For a "ground-up" wholly custom development approach:

Task 1. Project Management	Subtask 1.1. Plan the Project and Establish Mechanisms for Managing the Project	Deliverable 1.1.1. Baseline Project Control Document (PCD)
		Deliverable 1.1.2. Issues Tracking Log
	Subtask 1.2. Manage the Project	Deliverable 1.2.1. Monthly Status Reports
	Subtask 1.3. Participate in Weekly Status Meetings	No formal deliverable for this subtask
Task 2. Functional Assessment	Subtask 2.1. Review System Requirements	Deliverable 2.1.1. System Requirements Review Report
	Subtask 2.2. Develop a Functional Prototype	Deliverable 2.2.1. Prototype Software
		Deliverable 2.2.2. Prototype Demonstration Scripts
	Subtask 2.3. Conduct Prototype Walkthroughs and Trials	Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials
	Subtask 2.4. Develop a Functional System Design	Deliverable 2.4.1. Functional System Design Document
Task 3. Technical Assessment		Deliverable 3.1.1. Technical Architecture Report
Task 4. Implementation Assessment	Subtask 4.1. Analyze External Data Sources for Data Conversion and Interfaces	Deliverable 4.1.1. External Data Sources Analysis Report
	Subtask 4.2. Develop an Integrated Set of Strategies for Developing and Implementing ACES	Deliverable 4.2.1. Implementation Strategies
Task 5. System Development	Subtask 5.1. Initialize Each Technical Environment	Deliverable 5.1.1. Technical Environment Initialization Report
	Subtask 5.2. Design the Application	Deliverable 5.2.1. Detailed Software Design Document
	Subtask 5.3. Set Up the Database	Deliverable 5.3.1. Physical Database Documentation
	(Subtask 5.4 is not used for a "ground-up" custom-development approach)	
	Subtask 5.5. Build Custom Software Components	Deliverable 5.5.1. Customized Application Software
		Deliverable 5.5.2. Customization Report
	Subtask 5.6. Configure the Application Software	Deliverable 5.6.1. Configured Application Software

		Deliverable 5.6.2. Configuration Report
Task 6. External Interfaces		Deliverable 6.1.1. Interface Software
		Deliverable 6.1.2. Interface Report
Task 7. Production Reports		Deliverable 7.1.1. Report Specifications
		Deliverable 7.1.2. Reports Software
Task 8. Data Conversion and Database Initialization	Subtask 8.1. Convert Data from MAPAS into ACES	Deliverable 8.1.1. Data Conversion Test-Run Report
	Subtask 8.2. Initialize the ACES Database	Deliverable 8.2.1. Database Initialization Report
Task 9. System Integration Testing	Subtask 9.1. Develop Integration Test Plans	Deliverable 9.1.1. Integration Test Plans
	Subtask 9.2. Conduct Integration Tests	Deliverable 9.2.1. Integration Test Results Report
Task 10. User Acceptance Testing	Subtask 10.1. Support User Acceptance Testing	Deliverable 10.1.1. User Acceptance Test Methodology
		Deliverable 10.1.2. User Acceptance Test Readiness Statement
		Deliverable 10.1.3. User Acceptance Test Record
Task 11. Performance Testing	Subtask 11.1. Perform Stress Tests	Deliverable 11.1.1. Stress Test Plans
		Deliverable 11.1.2. Stress Test Record
	Subtask 11.2. Tune the Production Environment	Deliverable 11.2.1. Production Environment Tuning Report
Task 12. Documentation and Online Help	Subtask 12.1. Develop System Documentation	Deliverable 12.1.1. Technical Documentation
		Deliverable 12.1.2. User Manuals and Training Materials
	Subtask 12.2. Provide the Online Help Features	Deliverable 12.2.1. ACES Online Help Features
Task 13. Training	Subtask 13.1. Develop Detailed Training Plan	Deliverable 13.1.1. Training Plan
	Subtask 13.2. Conduct On-Site System Administrator/Operator Training	Deliverable 13.2.1. System Administrator/Operator Training Report
	Subtask 13.3. Conduct On-Site User Training	Deliverable 13.3.1. User Training Report
Task 14. Cutover	Subtask 14.1. Plan the Cutover Process	Deliverable 14.1.1. Cutover Plan
	Subtask 14.2. Support the Rollout of the Production Environment to Users	No formal deliverable for this subtask
	Subtask 14.3. Assess Technical Readiness	Deliverable 14.3.1. Technical Readiness Report
	Subtask 14.4. Assess Organizational Readiness	Deliverable 14.4.1. Organizational Readiness Report
	Subtask 14.5. Test the Cutover Process	Deliverable 14.5.1. Cutover Test Report
	Subtask 14.6. Orchestrate the Cutover Process	Deliverable 14.6.1. First Post-Cutover Report
		Deliverable 14.6.2. Second Post-Cutover Report

Task 15. Maintenance and Support	Subtask 15.1. Maintain and Support the System During the Implementation Phase	No formal deliverable for this subtask
	Subtask 15.2. Transfer the System Administration Responsibilities	Deliverable 15.2.1. Post-Implementation Transition Plan
	Subtask 15.3. Assist in and Achieve Final System Acceptance	No formal deliverable for this subtask
	Subtask 15.4. Maintain and Support the System During the Post-Implementation Phase	No formal deliverable for this subtask

L. Personnel with Experience in the Specific COTS Software

20. The term "CivilServe Engineer" shall mean any information-technology professional or technician who can demonstrate having (A) knowledge of CivilServe's data schema, functionality, and user interface, and (B) experience in providing CivilServe design, development, or maintenance services for SoftCode or its customers.

21. For the ACES project, the following work shall be supported by CivilServe Engineers:

a. Providing on-site technical expertise in the joint application requirements workshops defined in Subtask 2.1 of Contractor's Proposal submitted on September 1, 2011 (except for workshops that are tangential to the CivilServe software or database);

b. Designing the modifications and extensions of the CivilServe software product for ACES;

c. Modifying, adapting, configuring, and extending the CivilServe software and database;

d. Testing and troubleshooting CivilServe installation, configuration, modifications, and extensions;

e. Developing target-data specifications for data conversion and interfaces, where there are corresponding or related data elements in the CivilServe database;

f. Developing, documenting, and troubleshooting the CivilServe side of interfaces;

g. Troubleshooting CivilServe issues encountered during integration, user-acceptance, and performance testing;

h. Documenting the CivilServe software as-installed, the base COTS product and the ACES customizations;

i. Reviewing training materials to ensure that they are consistent with the CivilServe software as-installed;

j. Providing second-level application support for system maintenance and troubleshooting;

k. Providing periodic updates to the CivilServe software product; and

l. Ensuring that Contractor's technical architect and software developers have sufficient knowledge of CivilServe software and data schema.

M. Proof of Concept

22. Subtasks 2.2 (Develop a Functional Prototype) and 2.3, (Conduct Prototype Walkthrough and Trials) shall include a representative demonstration of the technical efficacy of integrating SoftCode software with the workflow solution architecture proposed in Contractor's Proposal.

SECTION II. TASKS AND DELIVERABLES

23. Unless specified otherwise, all Tasks and Subtasks described in this Section II of the Statement of Work shall be performed by Contractor. Contractor shall prepare and deliver all Deliverables described in this Statement of Work, using the Deliverable numbers and titles indicated. Exhibit B-6 describes the process that shall be used for receiving, reviewing, and accepting the Deliverables.

24. Contractor's approach to these Tasks and Deliverables is defined and clarified in Contractor's Proposal for Automated Civil Enforcement System (ACES) dated September 1, 2011, in response to County's RFP 399-SH-2011, Section C.

Task 1. Project Management

Subtask 1.1. Plan the Project and Establish Mechanisms for Managing the Project

25. Contractor shall plan the activities to be carried out in the project, the assignment of resources to those activities, the dependencies among those activities, and their timing.

26. Contractor shall establish a project control and reporting system to provide routine and realistic assessments of the project progress through the completion of the project, including the Warranty Period, against approved milestones and detailed plans.

27. With the advice and consent of County Project Manager, Contractor shall set up roles, responsibilities, record-keeping systems, lines of communication, and procedures for managing the project, assuring quality, managing technical configuration, and controlling project changes.

28. Contractor shall set up and administer a SharePoint site accessible by County to store and disseminate project materials and documents. County shall host the SharePoint site on a sever within the Department's network.

29. Contractor shall provide County with sufficient access and guidance to enable County to oversee and assess project processes and mechanisms.

30. Contractor shall track and control changes in the following:

  a. Technical components of the System, including (but not limited to):

    1. Hardware

2. Software

3. Configuration

4. Parameter settings

5. Data loaded into database tables (other than what is input or processed through normal user entries or interfaces)

b. System specifications, including (but not limited to) requirements and design documents

31. The change-control mechanism shall track (at a minimum) the following information about the System's technical components and configuration:

a. Component names and descriptions

b. Component breakdown structure (hierarchical composition of components, sub-components, etc.)

c. Component or configuration change requests, including history and status

d. History of changes made to the Test Environment's components and configuration

e. History of changes migrated from the test environment into the Production Environment, including testing activities and results, approvals, and subsequent outcomes

f. History of other changes to the Production Environment

32. Contractor shall identify each version of the System by a release number, build number, or version number.

33. The change-control mechanism shall ensure that each new version is thoroughly tested in a County-accessible Test Environment before being migrated to the Production Environment.

34. Contractor shall provide a mechanism to reverse a change, or roll back the System to a previous version, if, after a change is applied, it is found to be problematic.

Deliverable 1.1.1. Baseline Project Control Document (PCD)

35. This Deliverable shall be a detailed project-management plan and project schedule, containing the following (at a minimum):

a. A review of the shared vision for Contractor/County relationship and the strategic goals of the implementation effort.

b. Confirmation and documentation of project scope and automation objectives.

c. Overall project approach and strategy.

d. Project risks and mechanisms to mitigate these risks in a risk management plan.

e. Contractor's project team and project organization including, the roles and responsibilities of the project team members.

f. Detailed description of the roles, responsibilities, record-keeping systems, lines of communication, and procedures for managing the project, assuring quality, managing technical configuration, and controlling project changes

g. Detailed project schedule for the whole project, in the form of (a) a Gantt chart and (b) a Microsoft Project file (version 2003 or later), including start and end dates for all Tasks, Subtasks, and Deliverables in this Statement of Work, Deliverable submission and approval dates, work breakdown structure, task dependencies, and resource assignments. Completion dates must be derived from task duration and task dependencies (and not using constraints or hard-coding specific completion dates).

36. The PCD must clearly map to this Statement of Work. The sequencing and timing of Tasks, Subtasks, and Deliverables shall be apparent in the PCD.

37. Once the Baseline PCD has been accepted, any re-baselining or substantial changes to the project schedule must be formally approved by County Project Director.

38. Any modifications significantly affecting project scope, cost, timing, or risk may require County approval via a Change Notice, Change Order or Amendment as set forth in Section 6 (Change Notices, Change Orders and Amendments) of the body of the Agreement, which may be granted or withheld at County's discretion.

Deliverable 1.1.2. Issues Tracking Log

39. This Deliverable shall be a small-scale online database or application set up on a file server or SharePoint site, for tracking project issues and system deficiencies. Contractor shall ensure that the Issues Tracking Log is updated on a daily basis. Authorized members of County and Contractor project teams shall be able to view and print information about the status of project issues and system deficiencies. The ongoing Issues Tracking Log shall provide fields for the following information about each issue or deficiency:

a. Issue title

b. Issue description

c. Issue type (based on a scheme for classifying issues)

d. Date the issue was first identified

e. Date the issue was first entered into the Issues Tracking Log

f. Persons(s) involved in initially discovering or reporting the issue

g. Person assigned to manage the resolution of the issue

h. Date of assignment to manage the resolution of the issue (allow for multiple dates to indicate transfer of assignment from one person to another)

i. Strategy or plan for resolving the issue (allow for revisions, and show revision history)

j. Special instructions or constraints regarding issue resolution (allow for revisions, and show revision history)

k. Date that a resolution to the issue is expected (allow for revisions, and show revision history)

l. Actions taken in attempting to resolve the issue (allow for multiple actions, and show the date of each action, the person(s) taking each action, and the result or outcome of each action)

m. History of splits and mergers among issues (this could be a cross-referencing scheme or a more elaborate hierarchical tracking scheme)

n. Current status

Subtask 1.2. Manage the Project

40. Under the oversight of County Project Manager, Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project milestones. Contractor shall manage project activities and resources; track, analyze, and report project status; and manage and track all issues.

41. Contractor shall update and review the Issues Tracking Log on a daily basis so that it accurately, completely, and clearly reflects current status of project issues and system deficiencies.

Deliverable 1.2.1. Monthly Status Reports

42. Every month, Contractor shall deliver a Monthly Status Report, including (at a minimum):

    a. The period covered by the report

    b. Summary of project progress and changes since the previous Status Report

    c. Work completed during that period

    d. Work scheduled for completion which was not completed

    e. Work expected to be completed during the upcoming period

    f. Status of issues that were reported as open in the previous Status Report

    g. Re-opened issues that had been closed as of the previous Status Report

    h. New issues

    i. Readiness assessments

    j. Any other information that County may from time to time reasonably require

    a. Revised PCD, updated to reflect current project status

    b. Explanation of (a) what has changed since the previous month's updated PCD, and (b) what has changed since the Baseline PCD.

43. Contractor shall take care to ensure that each change from previous versions of the PCD are called out and explained. County reserves the right to ignore any change that has not been clearly and completely called out in this Deliverable. Each Monthly Update of the PCD shall incorporate Contractor's best information about project status and best projection of future events; however, County acceptance of a Monthly Update shall NOT constitute a re-baselining of the project or an approved change of project scope or schedule.

Subtask 1.3. Participate in Weekly Status Meetings

44. Contractor shall attend and participate in weekly status meetings with County Project Manager and other appropriate attendees. Contractor shall be prepared to discuss in detail the status of the project and major issues. Unless otherwise approved by the County Project manager, weekly status meetings shall take place onsite (not via teleconference or video conference). County Project

Manager may decide to cancel a particular week's meeting if (in County Project Manager's judgment) it would serve no purpose.

45. Contractor shall establish agendas for these meetings, with the advice and consent of County Project Manager. Contractor shall take minutes of major discussion points, decisions, action items, and their rationale. (Agendas and minutes are not treated as formal Deliverables, but they are subject to County Project Manager's approval.)

Task 2. Functional Assessment

Subtask 2.1. Review System Requirements

46. Contractor shall review ACES System Requirements (see Exhibits B-2 through B-4) and Workflows (Exhibit B-7), validate them, and refine them as needed to ensure that System Requirements and Workflows are:

a. Technically feasible

b. Functionally sufficient

47. County Project Manager will designate key members of County's ACES Project Team, especially subject-matter experts, to participate in this review.

48. Contractor shall identify, analyze, and document any requirements beyond those specified in this Statement of Work or in the requirements documents.

49. Changes in scope may require a formal Change Notice, Change Order, or Amendment pursuant to Agreement Paragraph 6 (Change Notices, Change Orders, and Amendments).

50. In carrying out this Subtask, Contractor shall perform the following activities:

a. Review, discuss, clarify, and understand requirements in Exhibits B-2 through B-4, and B-7.

b. Suggest changes or refinements of the above, based on initial discussions.

Deliverable 2.1.1. System Requirements Review Report

51. This Deliverable shall be a detailed record of the activities performed in this subtask, along with suggested changes or refinements of ACES System Requirements.

Subtask 2.2. Develop a Functional Prototype

52. Contractor shall develop and install a prototype or mock-up of ACES on Contractor hardware (or County hardware if Contractor and County agree)—see Deliverable 2.2.1, Prototype, below. Contractor hardware shall remain the property of Contractor.

53. If ACES is to be developed using a COTS application software product or a pre-existing civil-management system as the Baseline Software, then a demonstration version of that software should be used as the prototype. For customized features and functions, the prototype may be developed using the same toolset that will be used to develop the production system, or using a prototyping tool in a server environment or on a standalone personal computer. **If ACES is to be developed as a ground-up wholly custom development,** then the prototype should be developed using a prototyping tool in a server environment or on a standalone personal computer.

54. Contractor shall develop scripts to be used with the prototype to demonstrate system behavior in all workflows and business processes.

Deliverable 2.2.1. Prototype Software

55. This Deliverable shall be a working prototype or mock-up of ACES, with sample data, for use in demonstrating the user interface and system behavior in day-to-day use. The prototype shall simulate how the system would be used in day-to-day business processes, and how it would behave in both routine and unusual circumstances.

Deliverable 2.2.2. Prototype Demonstration Scripts

56. This Deliverable shall be a set of scripts for using the prototype to demonstrate how ACES will behave functionally.

Subtask 2.3. Conduct Prototype Walkthroughs and Trials

57. Contractor shall conduct detailed walkthroughs of the prototype and facilitate prototype trials with subject-matter experts, based on the scripts developed.

58. Contractor shall use these prototype review sessions to further clarify, validate, and refine requirements, and explore alternative ways to address them.

Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials

59. This Deliverable shall be a detailed record of the prototype walkthrough and trial activities, noting who participated, what scripts were used, and what was learned from each session.

Subtask 2.4. Develop a Functional System Design (with Fit-Gap Analysis for COTS if applicable)

60. Based on the above Subtasks, Contractor shall develop the following deliverable.

Deliverable 2.4.1. Functional System Design Document (with Fit-Gap Analysis if ACES is COTS-based)

61. This Deliverable shall be an update of the ACES System Requirements (Exhibits B-2 through B-4). This shall contain (at a minimum) the following:

a. Executive Summary

b. Detailed description of the initial prototype, and of the changes made to the prototype in its most refined version

c. Update of the System Requirements (Exhibits B-2 through B-4), pointing out changes from the RFP, and rationale giving assurance that the updated requirements are technically feasible and well-suited to business needs, and can be economically implemented

d. A non-detailed functional design for ACES, showing the technical architecture and key functional mapped to the System Requirements

62. If ACES is to be developed from a COTS application software product, then Contractor shall include in this deliverable a fit-gap analysis, which is a detailed comparison of System Requirements against the functionality of the COTS Software, highlighting the differences. **If ACES is to be developed as a ground-up wholly custom development,** then a fit-gap analysis is not applicable and may be omitted from the Functional System Design.

Task 3. Technical Assessment

63. Contractor shall validate, refine, and elaborate the proposed technical architecture based on results of the Functional Assessment, as well as County's technical infrastructure and system performance requirements for ACES.

Deliverable 3.1.1. Technical Architecture Report

64. This Deliverable shall be the detailed documentation of the work performed in this Subtask. This shall contain (at a minimum) the following:

a. Executive Summary

b. Update of the technical architecture, pointing out changes from the proposal, and rationale giving assurance that the updated technical

architecture is technically feasible and well-suited to business needs, and can be economically implemented

c. Explanation of the tiers or layers into which the various System Components are to be organized, and how they will be integrated

d. Specific off-the-shelf or pre-existing software components to be used for ACES (if any)

      1. Application software

      2. Middleware and operating systems (excluding User workstations)

      3. Development toolsets and maintenance utilities

e. Suitability of County's technical infrastructure as a basis for implementing, operating, and maintaining ACES

f. Planned topology and environments (see paragraph 73. a)

g. Specifications for platform size, hardware and software components, configuration, and set-up

h. Conclusions and Recommendations

Task 4. Implementation Assessment

Subtask 4.1. Analyze External Data Sources for Data Conversion and Interfaces

65. County shall provide Contractor with specific locations, paths, and access to existing sources of data for Data Conversion and Interfaces.

66. County shall provide Contractor with available descriptions and metadata for these external data sources, including a MAPAS data dictionary or file layout, and list of codes and abbreviations used in MAPAS data.

67. County shall provide Contractor with subject-matter experts to assist Contractor in interpreting and assessing external data.

68. Contractor shall analyze and assess the quality, completeness, consistency, and integrity of external data for Data Conversion and Interfaces.

69. Contractor shall map source data elements to ACES data elements for Data Conversion and Interfaces.

Deliverable 4.1.1. External Data Sources Analysis Report

70. This Deliverable shall contain (at a minimum) the following:

  a. A detailed record of the activities performed in this subtask

  b. A detailed assessment of the quality, completeness, consistency, and integrity of external data for Data Conversion and Interfaces

  c. A table showing the relationship of source data elements to ACES data elements for Data Conversion and Interfaces

Subtask 4.2. Develop an Integrated Set of Strategies for Developing and Implementing ACES

71. Contractor shall develop the following Deliverable.

Deliverable 4.2.1. Implementation Strategies

72. This Deliverable shall contain an integrated set of strategies for developing and implementing ACES. These strategies shall be comprehensive and detailed enough to guide the work to be done during remainder of the Implementation Phase. The following strategies shall be included:

Software Strategy

73. This strategy shall provide a roadmap for Task 5, System Development, including (at a minimum):

  a. Specific customizations to be developed

      1. Modifications of pre-existing software (if any)

      2. New modules to be developed

  b. Software configurations, stored procedures, and table-driven parameters to be set up

  c. Toolsets, standards, formats, processes, and specifications for:

      1. Delivering, installing, configuring, customizing, and testing off-the-shelf software (if any)

      2. Designing, developing, and testing custom software (if any)

  d. A matrix showing which software modules will be utilized for each major ACES function

  e. Test plans and draft test scripts

  f. Significant differences from the proposal or previous Deliverables (if any)

External Interface Strategy

74. This strategy shall provide a roadmap for Task 6, External Interfaces, describing inbound and outbound Interfaces to external systems, for Interfaces that will continue to operate after the production database has been put into Production Use (actual business use). The following (at a minimum) shall be included:

a. Approach, toolsets, processes, and specifications for developing the Interfaces

b. Mapping of data elements from external systems to ACES

c. ETL (extract–transform–load) procedures including data mapping, transformation algorithms, and exception-handling routines

d. Specifications for integrating ACES security into the Department's technical environment

e. Test plans and criteria for certifying the interfaces, sufficient to verify that interfaces are functioning properly and meet all System Requirements and Specifications

f. Significant differences from the proposal or previous Deliverables (if any)

Data Conversion and Database Initialization Strategy

75. This strategy shall provide a roadmap for Task 8, Data Conversion and Database Initialization, describing (at a minimum):

a. Objectives, assumptions, and scope of the Data Conversion and database initialization effort

b. Approach, toolsets, processes, and specifications for

1. Converting data from predecessor systems into ACES, including data mapping, extraction, clean-up, transformation, etc.

2. Initializing the content of the ACES database

c. Table or diagram showing conceptually how MAPAS source data will be transformed into ACES database tables, with annotations to aid in interpreting the codes, abbreviations, formats, etc. in the source-data content

d. Detailed description of the planned ETL (extract–transform–load) procedure including transformation algorithms and exception-handling routines

e. Detailed description of the planned data cleansing (cleanup) process, identifying subject-matter experts' tasks and responsibilities

f. Test plans for Data Conversion and database initialization (test plans to be refined after the application design has been developed)

g. Acceptance criteria

h. Contingency plan

i. Responsibilities and resource requirements

j. Projected schedule, including:

    1. Test runs prior to cutover to Production Use

    2. Integration with other cutover activities

k. Significant differences from the proposal or previous Deliverables (if any)

Reporting and Business Intelligence Strategy

76. This strategy shall describe:

a. Approach, toolsets, processes, and specifications for developing and testing reports and providing business-intelligence capability using existing County resources (Cognos, Microsoft Office, etc.)

b. Canned reports, including layouts and criteria for filtering (selecting) records to be included in the report

c. Ad hoc reporting facilities

d. Significant differences from the proposal or previous Deliverables (if any)

Integration and Deployment Strategy

77. This strategy shall provide a roadmap for system integration and deployment, with a detailed description and discussion of the following topics (at a minimum):

a. Technical environments to be established and used during the Implementation and Post-Implementation Phases:

    1. Development environment

    2. Conversion ETL environment (for the extract–transform–load processes used in data conversion and database initialization)

3. System Integration Test environment

4. Acceptance Test environment

5. Training environment

6. Production environment

7. Production ETL environment (for the extract–transform–load processes used for Interfaces)

b. Purpose and intended use of each technical environment

c. Projected loads and system performance (throughput and response time) targets for each technical environment

d. Specific components, configuration, and sizing of each technical environment

e. Security and access controls for each technical environment

f. Backup, recovery, and business continuity for each technical environment

g. Processes for:

1. Setting up the technical environments

2. Controlled migration of software, data, user profiles, etc. from one environment to another, closely coordinated with the data center's migration procedures and tools

3. Integration and change control

4. Security administration

5. Database administration

6. Performance monitoring

7. Incident tracking

8. Helpdesk and troubleshooting

9. Platform change-control and updates

h. Criteria and procedures to verify the successful operation and integration of ACES components

i. Criteria and procedures for System Performance Testing or stress testing

j. Criteria and procedures for User Acceptance Testing

k. Significant differences from the proposal or previous Deliverables (if any)

Documentation and Training Strategy

78. This strategy shall provide a roadmap for Task 12, Documentation, and Task 13, Training, including (at a minimum):

a. Discussion of the approach for training County personnel

b. Outline of the System Documentation to be delivered, including technical references, user manuals, system administration manuals, training materials, lesson plans (curricula), etc.

c. Specification for the training environment

d. Procedures, roles, and responsibilities for administering the training environment

e. Curriculum outline for the various User roles

f. Mock schedule showing training sessions arranged on a hypothetical calendar, and projecting the specific individuals who will attend (assuming no change in Department's Civil Management Unit staffing)

g. Logistics that County will need to arrange (classrooms, material distribution, user list, etc.)

h. Significant differences from the proposal or previous Deliverables (if any)

Transition Strategy

79. This strategy shall provide a roadmap for making the technical and organizational transition from the current systems and business process to the ACES System and the new business processes. This shall contain (at a minimum) the following:

a. Communication Plan (to prepare the user community, data center, technical support personnel, and management for the transition)

b. Access Control Plan (identifying the rules and mechanisms which will authenticate users and limit particular users' access to particular fields and records)

c. User Account Setup Plan (mapping specific functions to specific roles, and roles to individuals)

d. Training Approach

e. Infrastructure Readiness Checklist

f. Software and Interface Readiness Checklist

g. Database Readiness Checklist

h. Organizational Readiness Checklist

i. User Support Plan

j. Cutover Plan (steps to be taken to stop using MAPAS, move in-process cases to ACES, and begin processing actual business in ACES)

k. Significant differences from the proposal or previous Deliverables (if any)

Support Strategy

80. This strategy shall describe the approach, processes, and staffing for System maintenance and technical support during the Implementation and Post-Implementation Phases. This must clearly map to the various components and processes described in the other Strategy deliverables.

Task 5. System Development

81. Although Testing is called out as separate Tasks in this Statement of Work, it is understood that development and testing are intertwined activities in a project of this nature. Contractor shall coordinate development and testing as needed to ensure efficient use of project resources and optimal quality assurance.

82. Reporting and online help features may be omitted from this Task, because they are covered in subsequent Tasks.

Subtask 5.1. Initialize Each Technical Environment

83. County shall be responsible for hosting the system. County shall provide, install, set up, and maintain:

a. System Hardware, infrastructure, and physical facilities

b. Operating-system, virtualization, network, and database-management software

c. Utilities used for County applications, not specific to ACES

d. Network connectivity within the scope needed for this project

e. Access controls as appropriate for authorized Contractor and County project team members to install, configure, maintain, and use application software and middleware

f. Backup and recovery operations

g. Platform updates and change-control

84. Contractor shall initialize, support, and administer the ACES technical environments, however County shall administer the Production Environment. (See paragraph 73. Integration and Deployment Strategy, for a list of technical environments to be set up.) Each of the technical environments should be created at the time when it will be needed. All deviations from the Integration and Deployment Strategy shall be documented and submitted to County Project Director for approval.

85. Contractor shall provide, install, set up, and maintain:

a. Off-the-shelf software specific to ACES, including middleware and tools if applicable

b. Processes and mechanisms for integration and change control, including controlled migration of software, data, user profiles, etc. from one environment to another, closely coordinated with the data center's change-control procedures and tools

c. Processes and mechanisms for ACES security administration, including applicable integration with network security, workstation sign-on, data center security, etc.

d. Processes and mechanisms for ACES database administration

e. Processes and mechanisms for ACES performance monitoring

f. Processes and mechanisms for ACES incident tracking and troubleshooting

Deliverable 5.1.1. Technical Environment Initialization Report

86. This Deliverable shall:

    a. Certify that the Development Environment has been fully initialized

    b. Describe in detail the processes and mechanisms indicated in Paragraph 81.

Subtask 5.2. Design the Application

87. Contractor shall design the ACES software and database, meeting all relevant System Requirements and Specifications.

Deliverable 5.2.1. Detailed Software Design Document

88. This Deliverable shall contain the following (at a minimum):

    a. Workflows (sequence of steps in the business process, including conditional divergences and loops, referencing the screens to be used and the key data to be entered in each step)

    b. Screen layouts

    c. Description of each component or control on each screen, and its function

    d. Field-level validation, form-level validation, and system (case) level validation

    e. Navigation paths and links

    f. Mapping of screen fields to data elements in the physical database

    g. Functions of each software module or major section of software

    h. Interactions between software modules or major sections

    i. If ACES is to be based on a COTS application software:

        1. Specific locations where the COTS Software code is to be changed or additional code is to be written

        2. Specific configuration settings of the COTS Software

    j. If ACES is to be developed as a ground-up wholly custom development: Detailed specification for the technical design of the code.

k. Entity Relational Diagram (ERD) depicting all logical data elements (minor elements not inherently meaningful to the underlying business process may be omitted)

l. Data dictionary, including the meaning and usage of each data element in relation to business processes, and (iii) the interrelationships among data elements

m. Views

n. Specific routines and procedures used to set up the physical database

o. Interfaces, mapping the flow of data from source to destination, and the ETL processes

p. Deviations from previously stated requirements and strategies (if any)

q. Rationale for key design choices

Subtask 5.3. Set Up the Database

89. Contractor shall set up the database to be used by the ACES Application Software, meeting all relevant System Requirements and Specifications. This shall include all physical database table structures, views, stored procedures, metadata, etc. needed for the functions, installed as called for in Strategy and Design deliverables. Any deviations from previous deliverables shall be documented and submitted to County Project Director for approval, and the ERD and Data Dictionary shall be updated accordingly.

90. Contractor shall populate the database with sample data.

Deliverable 5.3.1. Physical Database Documentation

91. This Deliverable shall contain (at a minimum) the following:

a. Detailed description of the physical database set up in this Subtask

b. Detailed description of changes or deviations from the Detailed Software Design Document, with updates of the affected sections of the Software Design Document

Subtask 5.4. Provide and Install the COTS Application Software (if applicable)

92. This Subtask and its associated Deliverable are applicable only to a COTS implementation approach, and may be omitted if ACES is to be developed as a from-the-ground-up wholly custom development.

93. Contractor shall acquire, deliver, receive, and install the COTS Application Software components.

94. Contractor shall test and verify that COTS Application Software components are properly installed and are ready for subsequent Subtasks.

Deliverable 5.4.1. COTS Software (if applicable)

95. This Deliverable shall be the COTS Application Software installed in the ACES Development Environment.

Deliverable 5.4.2. COTS Installation Memo (if applicable)

96. This Deliverable shall document in detail the activities performed by Contractor and County to carry out and complete this Subtask.

Subtask 5.5. Modify the COTS Software (if applicable) and/or Build Custom Software Components

97. Contractor shall modify the installed COTS software, if applicable and as appropriate to meet relevant System Requirements and Specifications.

98. Contractor shall build and install custom software components, as needed to meet relevant System Requirements and Specifications.

99. Contractor shall ensure that custom-developed Application Software is easily decipherable, efficient, and adhere to agreed-upon coding standards and conventions.

Deliverable 5.5.1. Customized Application Software

100. This Deliverable shall be the installed Application Software with customizations.

Deliverable 5.5.2. Customization Report

101. This Deliverable shall:

a. Document in detail the activities performed by Contractor and County to carry out and complete this Subtask

b. Contain an updated version of the of the Software Design Document, with the following additional material:

    i. Annotated code for all customizations developed

    ii. Deviations from previously stated requirements and strategies (if any)

c. Give evidence showing that the installed Application Software (including database stored procedures) meets the relevant System Requirements and Specifications

Subtask 5.6. Configure the Application Software

102. Contractor shall configure the installed core Application Software so that it performs the functions of ACES, meeting all relevant System Requirements and Specifications. This shall include the business rules, screens, menus, data validations, stored procedures, indexes, triggers, etc.

103. Contractor shall ensure that the installed Application Software does not deviate from the Software Strategy, design documents, and other previously submitted Deliverables, except as approved in writing by County Project Director.

104. Contractor shall demonstrate the installed Application Software to County Project Manager and other members of County's project team, and enable them to exercise the Application Software in a Test Environment or sandbox environment, as an informal prelude to User Acceptance Testing.

105. Contractor shall conduct a code walkthrough with County Project Manager and other County personnel.

106. If ACES is to be based on a COTS application software, then Contractor shall also:

a. Train County personnel to assist in configuring the COTS Software.

b. Lead and support County personnel in configuring the COT Software.

c. Ensure that the COTS Software has been optimally and properly configured.

Deliverable 5.6.1. Configured Application Software

107. This Deliverable shall be the installed Application Software with all configurations applied.

Deliverable 5.6.2. Configuration Report

108. This Deliverable shall document in detail:

a. The activities performed by Contractor and County to carry out and complete this Subtask

b. Contain an updated version of the Software Design Document, with the following additional material:

i. All configuration settings and their rationale

Task 6. External Interfaces

109. Contractor shall:

a. Design, develop, test, and integrate the external Interfaces, meeting all relevant System Requirements and Specifications.

b. Test the Interfaces.

c. Ensure that the software does not deviate from the External Interface Strategy and other previously submitted Deliverables, except as approved in writing by County Project Director

d. Demonstrate the Interfaces with County Project Team to verify that all relevant System Requirements and Specifications have been met.

e. Ensure that the Interfaces are ready for System Integration Testing, User Acceptance testing, and Performance Testing.

Deliverable 6.1.1. Interface Software

110. This Deliverable shall be the Interface software integrated into the Application Software and ready for User Acceptance Testing. The Interfaces shall conform to relevant System Requirements and Specifications, and be thoroughly tested and certified.

Deliverable 6.1.2. Interface Report

111. This Deliverable shall describe in detail the Interface specifications and annotated Documentation of the interface code.

Task 7. Production Reports

112. Contractor shall develop reports to meet System Requirements.

Deliverable 7.1.1. Report Specifications

113. This Deliverable shall specify in detail the reports to be developed, the intended use, and guidelines for interpreting report data.

Deliverable 7.1.2. Reports Software

114. This Deliverable shall consist of specific reports that can be run in the Production Environment, with annotated code. Contractor shall accompany this

Deliverable with updated Report Designs as well as Documentation evidencing testing to ensure that the reports are consistent with their designs.

Task 8. Data Conversion and Database Initialization

Subtask 8.1. Convert Data from MAPAS into ACES

115. Data to be converted from MAPAS (the predecessor system) into ACES shall include:

a. All MAPAS case records that are open or active at cutover, estimated at 200,000 (two hundred thousand) service requests and real-estate cases

b. All inactive (or closed) case records from MAPAS, estimated at 5,000,000 (five million) service requests and real-estate cases

116. In addition to the County responsibilities set forth in Subtask 4.1 (Analyze External Data Sources for Data Conversion and Interfaces), County shall carry out the following responsibilities:

a. Indicate the path for extracting data from MAPAS and moving it to the staging location or conversion ETL environment.

b. Perform acceptance tests to verify that converted data meets specifications.

117. In addition to the Contractor responsibilities set forth in Subtask 4.1 (Analyze External Data Sources for Data Conversion and Interfaces), and paragraph 71. (Data Conversion and Database Initialization Strategy), Contractor shall carry out the following responsibilities:

a. Systematically coordinate, track, and administer the Data Conversion process, including County responsibilities.

b. Map the data from its source in MAPAS to its destination in ACES.

c. Extract data from MAPAS to the staging location.

d. Transform the staged data into the ACES data schema.

e. Convert the data in conformance with ACES data codes, business rules, and data validation rules.

f. Assess the extracted data, identifying any anomalies and formulating procedures for resolving them.

g. Load the converted data into all applicable technical environments.

h. Document the business rules, algorithms, formulas, and procedures used to extract, stage, transform, convert, and assess the data.

i. Develop specifications and tests for converted data, to enable County to verify that the converted data is complete, error free, and compatible with ACES screens, functions, queries, operations, and reports.

118. Contractor shall ensure that the Data Conversion process is tested and refined as needed for a successful and timely cutover to Production Use.

119. When the Data Conversion process has been successfully proven, Contractor shall explain and demonstrate the Data Conversion process to County Project Manager and other members of County project team, and enable them to validate the process.

120. If County decides to cutover from MAPAS to ACES in multiple cutover cycles, such as one office at a time, or function by function, Contractor shall convert the corresponding data as part of each cutover cycle.

121. Contractor shall ensure the Data Conversion process and results do not deviate from the Data Conversion and Database Initialization Strategy and other previously submitted Deliverables and documented expectations, except as approved in writing by County Project Director.

Deliverable 8.1.1. Data Conversion Test-Run Report

122. This Deliverable shall document:

a. Procedures used (in detail, including scripts used for extracting, transforming, loading, and validating the data)

b. Sample data used in the test runs

c. Results and conclusions for each test run

d. Deviations from previously stated requirements and strategies (if any)

e. Contractor's statement certifying that the Data Conversion process is ready for cutover to Production Use and that the Data Conversion that is performed as part of the cutover process will be successful, complete, timely, and error free

Subtask 8.2. Initialize the ACES Database

123. Contractor shall initialize the content of the ACES database (a) prior to cutover to Production Use as part of the development and testing process, and (b) as part of the cutover process.

124. Contractor shall ensure that the ACES database contains all data needed for a smooth, successful cutover into Production Use (actual business use), including converted data, User accounts, User profiles, master files, parameters, lookups, reference data, etc.

125. Contractor shall perform as many test runs of the database initialization process as necessary to ensure that the cutover database will be complete, error free, and ready as planned. Contractor shall inform County of these test runs as part of the formal and informal status-reporting and issue tracking processes.

Deliverable 8.2.1. Database Initialization Report

126. This Deliverable shall document in detail the data content and procedures for initializing the ACES database, excluding data being converted from MAPAS and data entered through normal business processes.

Task 9. System Integration Testing

Subtask 9.1. Develop Integration Test Plans

127. Contractor shall develop test plans to ensure that all ACES System Components are complete, integrated, and error free, and meet System Requirements and Specifications.

Deliverable 9.1.1. Integration Test Plans

128. This Deliverable shall be a set of detailed plans for System Integration Testing, including scripts, procedures, and expected results.

129. Test scripts shall contain the following information (at a minimum):

    a. The screen, module, function, or component being tested

    b. The related business and/or functional requirements

    c. Script or steps to be taken in running through the test scenario

    d. Expected results

Subtask 9.2. Conduct Integration Tests

130. Contractor shall conduct testing needed to ensure that all ACES System Components are complete, integrated, and error free, and meet System Requirements and Specifications. Progressive test cycles shall be repeated until all bugs and anomalies are resolved and the System Components are proven to meet all applicable criteria, Specifications, and System Requirements.

131. Contractor shall ensure that technical environments are set up to fully support System Integration Testing.

Deliverable 9.2.1. Integration Test Results Report

132. This Deliverable shall document all activities and results of the System Integration Testing, including the following (at a minimum): test activities including date, tester, location, and equipment; scripts used; expected results; actual results; variances; explanation of variances.

133. Test results shall describe in detail:

    a. Test procedures, testers, and dates

    b. Actual results compared to expected results

    c. Explanations of any variances

134. This Deliverable shall include a matrix relating test results to the System Requirements, to provide assurance that the testing accounted for all relevant System Requirements.

Task 10. User Acceptance Testing

135. Please note the distinction between:

    a. <u>User Acceptance Testing</u>, which occurs **prior to** cutover into Production Use (actual business use); and

    b. <u>Final System Acceptance</u>, which occurs **after** ACES has been proven in Production Use (actual business use), in accordance with Paragraph 5.4 (Final System Acceptance) of the Agreement and marks the end of the Implementation Phase.

136. Contractor shall inform the County Project Manager when the System is ready for User Acceptance Testing, which shall occur when Contractor has determined that the System is fully functional with no deficiencies at Priority Level I or II (as defined in Exhibit B-5, Maintenance and Support Services).

Subtask 10.1. Support User Acceptance Testing

137. Contractor shall:

    a. Recommend a methodology for User Acceptance Testing.

    b. Ensure that technical environments are set up to fully support User Acceptance Testing.

c. Train the members of the project team who will be involved in User Acceptance Testing, so that those individuals have sufficient knowledge of ACES to understand specific testing objectives, test all operational functions of ACES, and interpret test results.

d. Coordinate personnel who will be involved in User Acceptance Testing.

e. Monitor the project's readiness for User Acceptance Testing

f. Provide on-site assistance during the User Acceptance Testing.

g. Monitor and track System events during User Acceptance Testing.

h. Track and resolve issues and incidents reported during User Acceptance Testing

Deliverable 10.1.1. User Acceptance Test Methodology

138. This Deliverable shall be a detailed description of the recommended approach for User Acceptance Testing.

Deliverable 10.1.2. User Acceptance Test Readiness Statement

139. When Contractor has determined that the project is ready for User Acceptance Testing, Contractor shall deliver County this Deliverable giving evidence that the project is ready for User Acceptance Testing, including:

a. System Hardware and infrastructure

b. Database and Application Software

c. Documentation (including instructions, manuals, logs, etc.)

d. Project team (including a detailed description of training given to each of County's participants in User Acceptance Testing)

Deliverable 10.1.3. User Acceptance Test Record

140. This Deliverable shall be a summary of the methodology, activities, system events, issues, incidents, and results of User Acceptance Testing, after the System has passed the User Acceptance Test (as determined by County). This Deliverable shall be delivered within five (5) business days after County Project Manager has notified Contractor that the System has passed the User Acceptance Test.

Task 11. Performance Testing

Subtask 11.1. Perform Stress Tests

141. Contractor shall develop test plans and carry out tests to ensure that the production System will meet all response-time requirements when deployed to all Users and used during peak workloads. Stress testing shall be carried out after satisfactory completion of component testing and System Integration Testing. Stress-test cycles shall be repeated until all bugs and anomalies are resolved. Stress testing shall be considered completed when Contractor and County Project Manager both concur that the Production Environment will meet performance requirements during peak workloads.

142. Stress testing shall be carried out in the Production Environment.

143. Contractor shall provide the tools needed for this Task, including load-simulation hardware and software if needed. Contractor-provided tools shall remain the property of Contractor.

Deliverable 11.1.1. Stress Test Plans

144. This Deliverable shall be a set of detailed plans for stress testing, including scripts, procedures, and expected results.

Deliverable 11.1.2. Stress Test Record

145. This Deliverable shall document all activities and results of the stress testing, including the following (at a minimum): test activities including date, tester, location, and equipment; scripts used; expected results; actual results; variances; explanation of variances.

Subtask 11.2. Tune the Production Environment

146. Contractor shall tune Application Software and database for optimal performance, based on stress test results.

147. Contractor shall ensure that the Production Environment will accommodate full-scale business use.

Deliverable 11.2.1. Production Environment Tuning Report

148. This Deliverable shall be a summary of the tuning performed in response to performance testing.

Task 12. Documentation and Online Help

Subtask 12.1. Develop System Documentation

149. Contractor shall develop and provide detailed technical Documentation for ACES.

Deliverable 12.1.1. Technical Documentation

150. Technical Documentation shall be of sufficient depth and clarity to enable County technical personnel to understand the underlying structure and function of all ACES System Components, to troubleshoot the Application Software and all its Interfaces (including platform, network, and security interfaces) in a step-by-step manner, to support Users (helpdesk), to perform all System-administration and operation duties, and to plan for potential future integration with other applications.

Deliverable 12.1.2. User Manuals and Training Materials

151. User manuals shall be of sufficient depth and clarity to enable all Users to utilize all relevant System features in the course of their work duties. Training materials shall include instructional aids and exercises geared for classroom training of Users. User materials shall be consistent with online help.

Subtask 12.2. Provide the Online Help Features

152. Contractor shall provide and set up the online help features of the system. Help features shall be:

a. Consistent with System Specifications in the various requirements and design documents

b. Consistent with general conventions typically used in online help functions

Deliverable 12.2.1. ACES Online Help Features

153. This Deliverable shall be the online help features of ACES, including:

a. An overall guide to the various types of business operations and how each operation is handled in ACES

b. Help on specific screens and screen objects including fields

c. A help index that can be searched by keywords

Task 13. Training

154. Training shall take place in County facilities. County shall furnish the hardware used for training.

155. Contractor shall prepare materials to be used in training, such as manuals, sample data, etc., and provide to County electronically.

156. County shall print the paper copies of user manuals and training materials.

Subtask 13.1. Develop Detailed Training Plan

157. Contractor shall plan the training needed for rollout to the User community and support personnel.

Deliverable 13.1.1. Training Plan

158. This Deliverable shall include (at a minimum):

a. Curricula and hourly training schedule for each User role

b. Specific learning objectives for each User and support role, to be used to assess each individual's readiness to perform their expected roles

c. Lists of materials, facilities, equipment, User profiles, access procedures, work samples, and other items needed for each training session, including items that County is to furnish

d. Training calendar indicating the specific attendees and locations for all user training sessions

Subtask 13.2. Conduct On-Site System Administrator/Operator Training

159. Contractor shall conduct System administrator and System operator training for no less than twenty (20) individuals.

Deliverable 13.2.1. System Administrator/Operator Training Report

160. This Deliverable shall be a summary of the system administrator/operator training provided.

Subtask 13.3. Conduct On-Site User Training

161. Contractor shall conduct expert-user training (Train the Trainer) for no less than sixty (60) County personnel who will in turn train the rest of the User population.

162. This Deliverable shall be a summary of the user training provided.

Task 14. Cutover

Subtask 14.1. Plan the Cutover Process

163. The **cutover process** is the sequence of activities in which actual business processes are migrated from MAPAS to ACES. This includes the following events:

    a. MAPAS stops being used for actual business transactions.

    b. Data is converted and the ACES production database is fully initialized.

    c. ACES starts being used for actual business transactions, including any transactions-in-process that were initiated in and converted from MAPAS.

164. Contractor shall plan all cutover activities.

165. Contractor shall abide by County's preferences as to whether cutover is orchestrated all at once versus in stages or cycles, and whether it will be rolled out to pilot groups before being released to all Users.

Deliverable 14.1.1. Cutover Plan

166. This Deliverable shall lay out in detail the step-by-step activities and timeline for the cutover process. This plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.

Subtask 14.2. Support the Rollout of the Production Environment to Users

167. Contractor shall support County in rolling out the Production Environment to all Users.

Subtask 14.3. Assess Technical Readiness

168. Contractor shall assess the readiness of all technical elements for cutover to Production Use (including ACES and MAPAS, as well as other systems and equipment to be used for the cutover process and for processing work in ACES), and communicate findings to County as part of the cutover process.

Deliverable 14.3.1. Technical Readiness Report

169. This Deliverable shall be delivered prior to cutover, when the Contractor has determined that all technical elements are ready for cutover. This report shall describe the technical readiness for the cutover process, the activities involved in making this assessment, and the rationale for this assessment.

Subtask 14.4. Assess Organizational Readiness

170. Contractor shall assess the readiness of the organization and individuals involved in the cutover process, and communicate findings to County as part of the cutover process.

Deliverable 14.4.1. Organizational Readiness Report

171. This Deliverable shall be delivered prior to cutover, when the Contractor has determined that the organization is ready for cutover. This report shall describe the organization's readiness for the cutover process, the activities involved in making this assessment, and the rationale for this assessment.

Subtask 14.5. Test the Cutover Process

172. Contractor shall test or "dry run" the cutover process and ensure that it will be successful when executed.

Deliverable 14.5.1. Cutover Test Report

173. This Deliverable shall be delivered prior to cutover, containing a report on the activities involved in testing the cutover process, and the Contractor's assurance that the cutover process has been adequately tested.

Subtask 14.6. Orchestrate the Cutover Process

174. Contractor shall coordinate and oversee the cutover process, including the activities of County personnel.

Deliverable 14.6.1. First Post-Cutover Report

175. This Deliverable shall be delivered no more than five (5) business days after the System has reached the following milestone: all business processes are in fully functional Production Use in three (3) CMU branch offices and in the Protective Order Section at Court Services Division Headquarters, with no deficiencies at Priority Level I, II, or III (as defined in Exhibit B-5, Maintenance and Support Services).

176. This deliverable shall describe in detail:

   a. The cutover process that actually took place

b. An evaluation of the cutover process and outcomes

c. The criteria used for evaluating cutover

d. Problems and anomalies encountered and resolved during the cutover process, detailing the activities (including time, place, and personnel) involved in identifying, communicating, troubleshooting, and resolving these matters

e. Remaining problems, deficiencies, issues, and risks, the plans for their resolution, and the anticipated timetable for their resolution

Deliverable 14.6.2. Second Post-Cutover Report

177. This Deliverable shall be delivered no more than five (5) business days after the System has reached the following milestone: all business processes are in fully functional Production Use for all categories of users in all offices, with no deficiencies at Priority Level I, II, or III (as defined in Exhibit B-5, Maintenance and Support Services).

178. This Deliverable shall cover the same set of topics as the First Post-Cutover Report, with the addition of the following:

Preventive-maintenance checklist, describing:

- Routine, periodic assessments of the System, that Contractor shall perform

- Routine, periodic adjustments to Application Software components, where appropriate for preventing Deficiencies or security exposures from occurring in the future, that Contractor shall perform

Task 15. Maintenance and Support

Subtask 15.1. Maintain and Support the System During the Implementation Phase

179. Contractor shall maintain and support the System during the Implementation Phase. Maintenance and Support Services during the Implementation Phase shall be provided in accordance with the Exhibit B-5 (Maintenance and Support Services).

180. During the System Warranty Period (the period between cutover and Final System Acceptance), Contractor shall provide intensive, on-site support for the System. Maintenance and Support Services shall include those defined in Exhibit B-5 (Maintenance and Support Services), plus all additional technical support needed to refine the System so as establish its ongoing stability and reliability in full Production Use mode.

Subtask 15.2. Transfer the System Administration Responsibilities

181. From project inception through the first sixty (60) days after cutover, Contractor shall be responsible for System administration and System operations. During this period, Contractor shall transfer System administration and System operation responsibilities to County personnel. Contractor shall be responsible for knowledge transfer to County support personnel. Following the successful transition, County shall take responsibility for System administration and System operations.

Deliverable 15.2.1. Post-Implementation Transition Plan

182. This Deliverable shall be a detailed plan for transition to Post-Implementation Maintenance and Support Services following Final System Acceptance.

Subtask 15.3. Assist in and Achieve Final System Acceptance

183. Contractor shall monitor ACES during the System Warranty Period and continue to maintain incident logs and track issues. Contractor shall analyze and communicate System performance and usage. Contractor shall assist County in verifying that the System meets Final System Acceptance criteria (as defined Paragraph 5.4 of the Agreement). As soon as County verifies that those criteria are met, County will execute a Task/Deliverable Acceptance Certificate evidencing achievement of Final System Acceptance.

Subtask 15.4. Maintain and Support the System during the Post-Implementation Phase

184. During the Post-Implementation Phase, Contractor shall provide Maintenance and Support Services as defined in Exhibit B-5 (Maintenance and Support Services).

Subtask 15.5. Maintain and Support MAPAS during the Implementation Phase

185. During the Implementation Phase, until MAPAS has been replaced by ACES, Contractor shall provide preventive-maintenance and defect-correction services for the Adabas-Natural components of MAPAS, and shall modify the Adabas-Natural components of MAPAS as required to support legally mandated annual updates of the California Code of Civil Procedure, at no additional cost to County. Such support will be provided under the assumption that no additional enhancements or changes will be made to MAPAS during the support period.

186. With respect to this Subtask, Contractor shall provide a reasonable level of service as needed to maintain the Adabas-Natural components of MAPAS as to performance levels, reliability, and availability sufficient to handle the normal day-

to-day business of the Court Services Division Civil Management Unit, exclusive of Infrastructure-related support. .

Subtask 15.6. Maintain and Support MAPAS Ancillary Systems during the Implementation Phase

187. During Implementation Phase, Contractor shall maintain and support the ancillary systems whose primary function is to prepare and feed data into MAPAS or extract data from MAPAS (namely Lockbox Web, POSSE SharePoint, CSD Web, TRO Web, SCIF Reporting Database, and the Civil.LASD.org website), make minor adjustments to MAPAS or its ancillary systems to meet any urgent mandates such as changes in judicial forms, and assist in resolving any infrastructure or hosting problems affecting the performance, reliability, or availability of MAPAS or its ancillary systems.

188. Work performed under this Subtask shall be authorized by Change Orders in accordance with Agreement paragraph 6.2.2.

189. Work performed under this Subtask shall be administered, tracked, and accounted separately from other Work on this project.

190. This Subtask is not subject to the provisions of Exhibit B-5 (Maintenance and Support Services),

End of Document

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT B-1:
BACKGROUND

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)
BACKGROUND

Table of Contents

1. GOAL

The Department's goal to acquire, implement, and support a new Automated Civil Enforcement System (ACES) to replace the existing legacy system (Modified Automated Process and Accounting System, or MAPAS). ACES is to be a state-of-the-art, web-based, intuitive, automated tracking, workflow, accounting and document management system to facilitate the civil enforcement processes in keeping with California civil rules.

2. BUSINESS FUNCTION

The Department is charged with the enforcement of both criminal and civil law within the county. This project is primarily concerned with the civil law enforcement function.

3. ORGANIZATION

3.1. OVERVIEW

The Civil Management Unit (CMU) is the operational unit that carries out the Department's civil law enforcement responsibilities and is the largest such organization in the nation. CMU is part of the Department's Court Services Division and has twenty branch offices housed in courthouses throughout the county, with its headquarters in Alhambra. The number of employees assigned to each branch office depends on the volume of work and ranges from four employees at the Pomona Branch to 60 employees at the Los Angeles Branch.

Although CMU is the primary focus of civil law enforcement in the county, law enforcement officers and other employees, in multiple agencies, have roles in the civil law enforcement process. CMU offices are closed on weekends and holidays, but due to various off-hours activities ACES needs to be available on a 24/7 basis, other than for scheduled maintenance (see Exhibit B-5, Maintenance and Support Services).

3.2. HISTORY

Beginning in 1994, each California county's marshal's office was merged into its sheriff's department. Los Angeles County, with 34 Marshal's Office locations, was the first county to carry out this merger.

Civil law enforcement was the core business of the Marshal's Office, but in the Sheriff's Department these civil functions must take their place alongside criminal law enforcement and jail operations. As a separate agency, Marshal's Office managers (lieutenants) and supervisors (sergeants) developed deep expertise in civil law enforcement statutes, case law, policies, and procedures. However, in an integrated Sheriff's Department, personnel tend to transfer across the various department functions. As former Marshal's Office employees retire, the gradual loss of in-house expertise in civil law enforcement has been addressed through several strategies:

- The number of civil law enforcement locations has been reduced from 34 to 20.

- A new series of professional staff supervisors, the Head Court Records Systems Clerk and Supervising Court Records Systems Clerk, was created to replace sergeants and lieutenants who had previously supervised the clerical staff.

- The Civil Management Unit was created to provide a unity of command and improve the management and supervision of 20 offices that performed the same functions but in dissimilar ways.

- The processing of protective orders (restraining orders) was centralized into the Protective Order Section to ensure that the orders were processed timely and correctly.

3.3. DUTIES

The main duties of the Civil Management Unit include:

- Levying on personal property (wages, bank accounts, motor vehicles, equipment, inventory, business sales proceeds, etc.) pursuant to writs of execution, attachment, and claim and delivery

- Levying on real property pursuant to writs of execution, sale, and attachment

- Conducting execution sales of personal and real property

- Serving judicial process (subpoenas, orders for appearance, orders to show cause, summonses and complaints)

- Conducting evictions

- Enforcing protective orders (restraining orders—domestic violence, civil harassment, elder abuse, family law, workplace violence) by:

  - Electronically receiving all protective orders directly from the Los Angeles Superior Court—in 2005 CMU became the pivotal law enforcement agency for the enforcement of protective orders within the County. Protective orders are delivered to CMU (rather than local police agencies) for entry into the state protective order system (California Restraining and Protective Order System)

  - Entering the protective orders into the California restraining and protective order system (CARPOS)

  - Publishing the protective orders and proofs of service on the Department's website (civil.lasd.org) for use by police agencies to validate arrests for court order violations

  - Serving protective orders

  - Publishing proofs of service on the website

- Receipting fees for services

- Collecting and disbursing levied monies to judgment creditors

- Complying with post-levy supplemental procedures such as bankruptcy, exemptions, homesteads, third party claims, and undertakings

- Monitoring and proposing legislation concerning civil law enforcement issues, e.g., fee increases, civil warrant enhancements, improved methods of levy and manner of service of process

3.4. STRUCTURE

The Civil Management Unit (CMU) is part of the Court Services Division, which is headed by a Division Chief. An Area Commander reports to Chief and oversees a Lieutenant who serves the unit commander of CMU. CMU is a countywide organization with 20 Branch offices and a headquarters.

The Lieutenant oversees an Operations Sergeant and 9 Field Sergeants, who, in turn, supervise 10 Bonus I Deputies. The Operations Sergeant performs administrative tasks and supervises the administrative staff and the Bonus I Deputy in charge of the Protective Order Service Section Employees (POSSE). Fifteen (15) Court Records Systems Clerks staff the POSSE. The Field Sergeants and Field Bonus I Deputies supervise 40 Field Deputies and 66 Court Services Specialists (CCSs). Field Deputies perform civil law enforcement tasks, e.g., seize property, conduct evictions, serve and enforce protective orders.

CSS's serve non-enforcement process, e.g., such as garnishments, subpoenas, and earnings withholding orders.

The Lieutenant also oversees 9 Head Court Records Systems Clerks, who, in turn, supervise fifteen Supervising Court Records Systems Clerks. The Supervising Court Records Systems Clerks supervise 140 Court Records System Clerks (CRSC's). The CRSC's intake process for service includes: collects fees and collections, process supplemental procedures, e.g., bankruptcy, exemption third party claims and disburse funds. One (1) Supervising Courts Records Systems Clerk supervises two (2) Court Records Systems Clerk III's assigned to the Information Support Section (ISS.) ISS provides support to users of MAPAS, CMU's current case management system (see page 7).

CMU Branch operations are divided into two functions: office and field.

- Office functions are performed by professional staff employees (Court Records System Clerks) and include: receipting fees and levied monies (collections); preparing service requests for field personnel; processing supplemental proceedings, e.g., bankruptcy, exemptions, etc.; and, disbursing collections. Each branch office is supervised by a Supervising Court Records Systems Clerk and managed by a Head Court Records Systems Clerk.

- Field functions are performed by professional staff employees (Court Services Specialists) and Deputy Sheriffs. Court Services Specialists serve non-enforcement process, e.g., subpoenas, earnings withholding orders, small claims orders, garnishments, etc. Deputies execute enforcement process, e.g., property seizures, bench warrant arrests, evictions, restraining orders, etc. Field personnel are supervised by a Bonus I Deputy Sheriff and managed by a Sergeant.

Headquarters operations include: personnel and equipment management, MAPAS user support and restraining order processing.

The Unit Commander of CMU is a Lieutenant and is responsible for managing 308 employees at twenty-one different locations. The Lieutenant promulgates orders governing unit operations. An Operations Sergeant assists the Lieutenant with administrative matters and provides guidance to line personnel on problematic civil enforcement situations.

The Information Systems Section (ISS) provides support to MAPAS users, oversees bank deposit activities and liaises with Sierra Systems, the MAPAS support and maintenance contractor.

The Protect Order System Section Employees (POSSE) processes all restraining orders issued by the Los Angeles Superior Court.

3.5. REVENUE

The law requires payment for fees for civil enforcement services, excluding subpoenas issued in criminal and juvenile court actions, fees waived by court order and fees payable by certain government agencies. In fiscal year 2007/2008, CMU earned $18,164,435 in fees for civil law enforcement services, $9,496,431 of which was remitted to the County general fund with the balance ($8,668,004) deposited in Sheriff's Department special fund accounts dedicated to funding civil law enforcement operations. In addition, $1,075,425 was earned for the inspection of vehicles cited for equipment violations.

3.6. COLLECTIONS

A major function of CMU is the enforcement of writs of execution by levying on the personal and real property of judgment debtors. Last year, CMU collected 389,732 payments totaling $105,412,332 from 57,771 employers, banks, garnishees and execution sales that were placed in trust and disbursed to judgment creditors.

4. CURRENT SYSTEM—MAPAS

4.1. HISTORY

In 1985 the Los Angeles County Marshal's Office, which handled 85% of the civil cases in the county at the time, deployed a state of the art case management system, the Marshals Automated Process and Accounting System (MAPAS). MAPAS provided much needed automation for civil process operations and was renamed the Modified Automated Process Accounting System in 1994 when the Marshal's Office was merged into the Sheriff's Department. Some of the original MAPAS functions have been replaced by newer technologies, e.g., e-mail, courthouse security data collection, employee personal history record maintenance, and training record maintenance.

4.2. TECHNICAL ENVIRONMENT

The Sheriff obtains some services through the Los Angeles County Internal Services Department (ISD), which serves all County departments. ISD provides wide-area network services throughout Los Angeles County, and County-level information security oversight. ISD also provides some hosting services, particularly for web-facing applications or those requiring 24/7 on-site support.

ISD provides hosting services to MAPAS. MAPAS, resides on a mid-range computer at the ISD data center, running on an HP Unix operating system, Adabas database management software, Natural development environment, and Natural programming language. The users have PCs running Windows 2000/XP with Dynacomm connectivity software.

Some portions of the technical environment are provided by the Sheriff's Department's Technical Services Division, such as the Sheriff's Data Network provides network connectivity.

4.3. INTERFACES

The Temporary Restraining Order (TRO) process interfaces with MAPAS and TRO Web, a web application that provides access to the public and law enforcement to view status on restraining orders.

eCAPS is the Countywide financial system. Checks are paid through eCAPS based on transactions generated from MAPAS. Payments and status of payments are exchanged between MAPAS and eCAPS through two way interface files.

5. GENERAL TECHNOLOGY IN PLACE AT THE SHERIFF / ISD

- User Desktops and Laptops

  - Desktops: Dell Optiplex, HP
  - Laptops: Dell Latitude Series
  - Printers: LaserJet Series from HP
  - Windows 2000, XP Professional, Windows 7
  - Microsoft Internet Explorer 6.0 or later

- Servers

  - Server OS: Windows 2008 / Windows 2003
  - Web Server: IIS, ColdFusion
  - GroupWare: SharePoint 2007
  - Virtualization: Hyper-V
  - Development: Microsoft .NET suite
  - Document Management: Case 360 by Global 360
  - Image Storage: Windows file structure

- Database Server Software

  - Oracle Database 10g/11g
  - Microsoft SQL Server 2000/2005

- Email Related

  - Exchange Server 2003 migrating to 2007 or 2010
  - Outlook 2000/ 2003/ 2007 migrating to 2007 exclusively
  - BlackBerry Smartphone Servers to support between 1500 to 2000

6. ACES CONCEPT

The County is committed to promoting technologies that improve and/or expand services, improve communications, and improve interdepartmental collaboration and data sharing. These improvements can be accomplished by several means, including web-based information systems, better user interfaces, more robust collaboration and messaging tools, and improved data exchange and reporting capabilities, all of which are expected of ACES.

Without limiting the specific functional and technical requirements set forth in the Requirements, ACES is expected to achieve the following:

6.1. Data Sharing

- Improved coordination of service delivery and planning activities across Civil Management Unit (CMU) branches

- Improved ability to exchange data electronically and securely with other County departments and government agencies

- A data repository or data warehouse to accommodate a greatly expanded scope of data available through the ACES

6.2. Efficiency

- Reduced time spent indexing, storing, and retrieving paper records, by utilizing document imaging

- Less physical space devoted to storage of paper records

- Improved ability to schedule, plan and document services

- Improved response to regulatory and business changes

- Improved management reporting

- Improved information for planning and management decision making

6.3. Financial

- Improved management process

- Improved revenue capture

- Reduced system support and maintenance costs

- Reduced overtime and backlogs

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT B-2:
TECHNICAL REQUIREMENTS

18.0	**18. Technical Requirements**
18.1	**Platform**
18.2	For all normal user functions, users access ACES via networked workstations running any common web browser (including Microsoft Internet Explorer 7 and above) set to a medium-high privacy setting, with no additional software or special configuration needed on the workstation.
18.3	ACES can be accessed from any user workstation running Windows XP or Windows 7.
18.4	ACES does not allow persistent cookies.
18.5	ACES does not allow cross-site scripting.
18.6	ACES requires SSL for internet transactions.
18.7	The ACES software can run on a physical server or a virtual server running VMware or MS Hyper-V.
18.8	The system will concurrently accommodate (X) number of users (Please refer to Appendix B Statement of Work Section I-D for number fo users)
18.9	The system will not have a hard limit of the number of concurrent users connected based on software.
18.10	**Programming and Data Standards**
18.11	ACES modules other than commercial off-the-shelf software components are developed on a Microsoft .NET ("dot net") development platform.
18.12	Tables and columns follow a consistent naming convention, other than tables originating in commercial off-the-shelf software components.
18.13	The following types of data follow a consistent, standardized formatting or parsing throughout ACES:
18.14	Persons' names
18.15	Addresses (including state and zip code)
18.16	Phone numbers
18.17	Dates
18.18	Dollar figures
18.19	Social security numbers
18.20	E-mail address
18.21	Name fields accommodate hyphenated, dual, monikers, and long first and last names
18.22	Parameters used in business rules are table-driven rather than hard-coded.
18.23	The program code, including embedded annotations and comments, contains no sensitive information (user names, passwords, descriptions of security mechanisms, etc.).
18.24	The application uses database stored procedures to access the transaction-processing database, to the extent that this is more secure than using ADO record sets or SQL statements.
18.25	**System Environments**
18.26	ACES can be set up with various technical environments—test environment, production environment, etc., with a controlled migration of software, data, user profiles, etc. from one technical environment to another.
18.27	ACES has a built-in mechanism for the controlled migration of software and data from one technical environment to another.
18.28	The test environment can contain all access controls, including user profiles.
18.29	**Database Management**

18.30	The ACES database resides on an Oracle or Microsoft SQL Server database server.
18.31	The ACES database can be queried with Structured Query Language (SQL).
18.32	The ACES database can be rolled back if needed to resolve problems associated with new code releases.
18.33	The database stores the following data elements as encrypted data:
18.34	Social security number
18.35	Bank account numbers including credit and debit card accounts
18.36	User name
18.37	Security identifiers such as passwords, PINS, etc.
18.38	**User Login**
18.39	ACES is linked to the Sheriff's Department's network services so that Windows single sign-on can be used with ACES, but the user must login to start an ACES session.
18.40	The system can pull readily available user information from an LDAP directory, if and when the Sheriff's Department puts an LDAP server into operation.
18.41	ACES does not allow a user to use the browser back button to log in, or cookie-based logins.
18.42	A user's access to ACES can be suspended or revoked without deleting the user.
18.43	ACES displays a list of users who are currently logged in. Only users authorized to access this list can view it.
18.44	ACES terminates a login session after a certain number of minutes of user inactivity, with the number of minutes set by the County. (The session is said to have "timed out" after the "timeout period.")
18.45	ACES terminates a user's login account if it has not been used for a certain number of consecutive days, with the number of days set by the County.
18.46	**Authorization of User Access to Data, Screens, and Functions**
18.47	ACES limits access to particular functions, screens, data fields, and data records based on authorization rules which the County can specify.
18.48	Authorization rules distinguish different types of access rights—viewing data using online forms, printing data using canned reports, using data in ad-hoc queries and reports, downloading data, editing data in existing records, creating new records, deleting records, etc.
18.49	For the purpose of administering authorization, system administrators define user roles or groups, and then individual users are assigned to one or more of these roles or groups.
18.50	Users' default roles are based on their rank/position.
18.51	Users with multiple roles with varied attribute level will always be granted the higher level.
18.52	A user can be assigned multiple roles.
18.53	Once a user's role(s) are assigned, system administrators can individualize a user's access rights.
18.54	In addition to user roles or groups, system administrators can set other authorization rules based on a combination of:
18.55	Attributes of the user seeking access
18.56	The module, operation, or function to be accessed
18.57	Specific database fields (table columns) to be accessed (for example, only certain users can access Social Security Numbers and Bank Account Numbers)
18.58	Data values within the database fields to be accessed (for example, users can access only cases where the Case Control Office is the same as the User Assigned Office)

18.59	IP address or other identifier of the user's workstation
18.60	Time of day
18.61	Emergency levels
18.62	Although each user is assigned to only one CMU Office at any point in time, system administrators can grant some users access rights to multiple offices within ACES.
18.63	Authorization rules can be administered by County system administration staff.
18.64	ACES temporarily prevents users from editing a record when another user is editing it.
18.65	ACES tracks changes to authorization rules and the specific access rights granted to users. This includes:
18.66	Supervisor who approved the change
18.67	Date and time of the change
18.68	Reason for the change
18.69	System administrators can generate a report showing access rights currently granted, and change history.
18.70	Users can flag a case as confidential.
18.71	System sends a message to a designated management user when a user who is not authorized to view confidential cases attempts to view a confidential case.
18.72	**Audit Log**
18.73	ACES contains an audit log showing the complete, precise history of all user activity, including records and fields viewed, data changed, deletions, etc. Log entries identify the user, time, date, and activity detail.
18.74	The audit log can be queried and filtered by user, user group, type of activity, date range, time of day range, IP address, data-field values, MAC address, etc.
18.75	The audit log tracks the before-and-after values of data changed.
18.76	The audit log identifies events in which a user process was interrupted or abnormally ended.
18.77	The audit log tracks system administrator activity.
18.78	The audit log cannot be changed by anyone including system administrators.
18.79	Database tables, columns, and metadata cannot be changed except by a security-controlled process.
18.80	**System Response Time**
18.81	For a transaction-processing screen to load: 99.5% of the time, the screen is fully displayed within one (1) second after the user has clicked on the link for that screen, or after a condition is met that is supposed to trigger the screen to be displayed.
18.82	For a drop-down menu or auto-suggest list to appear: 99.5% of the time, the menu or list is fully displayed within one (1) second after the cursor has been moved into the relevant field (if the drop-down menu or auto-suggest list is always displayed for that field) or the user requests the menu or list via button or key (if the menu or list is only displayed upon user request).
18.83	For field-level validation: 99.5% of the time, the user receives an indication that the data entered has been accepted or rejected (or receives a warning) within one-half (½) second of completing the entry of data in the field.
18.84	For form-level validation and system (case) level validation: 99.5% of the time, the user receives an indication that the data entered has been accepted or rejected (or receives a warning) within one (1) second of completing the form.
18.85	**Maintenance, Troubleshooting, and Upgrades**
18.86	ACES screens, menus, and data tables can be modified, updated, and customized by the Contractor for maintenance and enhancement purposes during and after implementation.

18.87	ACES authorization rules (for access control) can be modified, and new rules can be added.
18.88	Online help can be further customized in the future, to incorporate County policies and procedures associated with the overall business process.
18.89	**Failure Recovery and Business Continuity**
18.90	ACES can create synchronized instances of the system at a recovery data center.
18.91	When a failover component or recovery data center is brought into live production use, the recovered system (including data, audit logs, security credentials, access rules, etc.) will be current as of moment of the proximate failure.
18.92	**Technical Documentation Delivered with the System**
18.93	Technical documentation is delivered in the form of searchable, printable PDF or Microsoft Word files.
18.94	Technical documentation accurately and fully corresponds to the as-implemented system.
18.95	Documentation covers all user functions and all system-administration functions.
18.96	Documentation includes troubleshooting guides to aid in diagnosing known problems and quirks.
18.97	Database documentation includes the following:
18.98	Entity Relationship Diagram
18.99	Data dictionary, with clear, meaningful descriptions of all data tables, each table's attributes, all primary keys and foreign-key references, any data elements that were implemented in the database but not actually used (i.e., always null or always a constant value), and with an alphabetical index of all non-trivial data elements
18.100	Database views
18.101	Database stored procedures
18.102	**User Interface**
18.103	ACES has a consistent look and feel.
18.104	All ASCII printable characters (including lower and upper case letters) can be entered and displayed in text fields.
18.105	Data entry screens approximate the layout of paper input documents such as Judicial Council forms, writs, Sheriff's Instructions form, etc.
18.106	Each screen has a unique title or identifier (to assist Help Desk resolve user problems).
18.107	Users can use the Windows clipboard to copy, cut, and paste into and out of text fields.
18.108	Users can choose whether to search, filter, or query with or without case sensitivity.
18.109	ACES provides menus or other means for users to easily and quickly get to the screen corresponding to the business function desired.
18.110	When a data field is not relevant to a particular case, it is not displayed (or is grayed out). For example, garnishment data fields are not applicable for writs of sale.
18.111	Warning and error messages have a consistent look, location, and vocabulary. The information in the messages in sufficient to enable the average user to understand the reason for the problem and recover.
18.112	Users can open multiple browser windows within ACES, utilizing large monitors or dual monitors, to view several screens or attached documents simultaneously.

18.113	ACES provides a means to send broadcast messages (short notes sent to all users, such as "New CMU Directive 99 was issued May 1, 2012") either in a box on the login screen or as a banner on all screens.
18.114	The system remembers the last 10 cases each user accessed, and displays these as "recent documents" (or a similar moniker) so that the user can navigate right back to those cases.
18.115	The system remembers the last 10 searches each user ran, and displays these as "recent searches" (or a similar moniker) so that the user can quickly re-run the queries.
18.116	The system has an undo feature for most actions.
18.117	For actions that cannot be undone, the system prompts the user for a confirmation before performing the action.
18.118	**Data Validation**
18.119	Data entry and data validation are facilitated by drop-down lists, search features, auto-complete, auto-suggest, type-ahead find, or other mechanisms.
18.120	When a user enters data into a form, ACES validates what was entered prompts the user to correct any irregularities.
18.121	Data validation includes:
18.122	Valid values for each particular data field
18.123	Consistency and completeness across the whole form (screen)
18.124	Consistency across the whole case record
18.125	ACES provides a means for spelling and grammar checking for free-text fields.
18.126	**Online Help**
18.127	ACES includes online user help to minimize the need for users to deal with non-intuitive, system-specific codes, commands, navigation paths, abbreviations, terminology, etc.
18.128	ACES provides mouse-over hovers or other means to explain specific fields, buttons, etc. on screens.
18.129	ACES includes online help that does not require internet access to retrieve the help information.
18.130	**Saving In-Process Work**
18.131	ACES provides a way for a user to save in-process work, log out, then later log in and resume the work saved.
18.132	Any saved in-process work is automatically discarded if the user's login authorization expires or is suspended or terminated.
18.133	**Attachments, Scanning, Images and OCR**
18.134	The system will allow users to attach scanned documents, digital photos, spreadsheets, and similar files to ACES records.
18.135	Users link an attached file to a specific ACES data record (writ, motor vehicle, proof of service, etc.).
18.136	Attachments contain metadata (property) attributes including:
18.137	Creation date
18.138	Last opened date
18.139	Document type, selected from a list of valid types
18.140	Users can view a list of relevant attachments, and view each attachment for approval or comparison, without exiting the application.
18.141	ACES can support OCR features including data capture and auto-indexing. (This requirement indicates that the system should have OCR capabilities, however the implementation of OCR functions is a future project that is not included in this implementation phase.)
18.142	ACES will utilize a SharePoint, Global 360 or Windows file structure for storing images.

18.143	The system will drive the scanning function for all files that are to be attached to a case.
18.144	The system will save scanned files to a server environment.
18.145	The system will link and label the scanned files to the current active case the user was working on
18.146	**Printing**
18.147	Users can print ACES forms, reports, notices, packets, etc. via any Windows-compatible printer or fax in the Windows printers folder on the user's workstation.
18.148	Users can create PDF files as a substitute for printing ACES forms, reports, packets, etc. on paper.
18.149	The system will print proof of service forms, notice of dispositions and other outputs in the format of the Judicial Council forms.
18.150	A user can have ACES redact (black out) certain sensitive data (such as social security numbers and bank account numbers) when printing the following types of documents. (This data is printed on an original notice of levy, but redacted on reprints.)
18.151	Reports or forms generated by ACES
18.152	Scanned-in documents or attached files
18.153	**Workflow**
18.154	ACES includes a facility to automatically route in-process work through a defined sequence of steps, with different users (or user groups) performing various steps in the process, and with some of the steps conditional (i.e., if such-and-such condition occurs, then go to step "x").
18.155	ACES provides each user (or user group where appropriate) with a queue or in-basket containing in-process work that has been routed to that user (or user group).
18.156	For certain steps in a workflow, ACES uses algorithms to (a) prioritize in-process work and (b) automatically route it to a logged-in user.
18.157	Only authorized users (supervisors) can view queues other than their own.
18.158	When a work item is routed to a user, or a user selects an item in his or her queue or in-basket, ACES displays the appropriate screen and populates it with the appropriate data for the user to perform the needed work step for that item.
18.159	Workflow routing is cognizant of authorization rules, so that work is not routed to a user unless that user is authorized to access the data needed to do the work.
18.160	Workflow routing is cognizant of queue backlogs, so that work is routed to an alternate user when (a) the primary user's queue is full, or (b) the primary user's account has been deactivated or temporarily suspended (such as for a leave of absence) .
18.161	When a user is to go through a series of steps in a single session, ACES provides a wizard (or similar feature) to steer the user from step to step.
18.162	Users can bypass the wizard and do their own navigation.
18.163	ACES tracks history for major milestones and key events in the life of a particular case, service request, etc., and displays this history in an easily readable manner.
18.164	Workflows are not hard coded; they can be changed by County system administrators.
18.165	Work is routed to various users for approval based on key parameters such as dollar amounts, bankruptcy, etc. For example, a basic approval path for disbursements under $5,000, more approvals needed for disbursements between $5,000 to $25,000, etc. The parameters and approval paths can be configured by system administrators.

18.166	System must have a process flow for all edits, deletions, and update. (This would include items such as reason for update, minute order attachment, etc.)
18.167	The system will prompt the user when items need to be sent to court, plaintiff, creditor and/or etc. and prompt the user to enter the date sent.
18.168	The system must have a work queue that shows tasks assigned to that particular user, group, and/or department and has that particular privilege.
18.169	The system must display work available for the logged in user, group, and/or department.
18.170	The system must have the ability to show a manager work queue to show all pending tasks for their group.
18.171	The system will validate necessary actions in the workflow to ensure they are done within their due dates.
18.172	The system will track all service workflows tp ensure that status and key data (such as manner of service for each of the items in the process) is captured.
18.173	The system calculates mandatory deadlines and due dates and tracks status based on these. For example, the number of days to appeal an Order Determining a Claim of Exemption is as follows:
18.174	• 180 days from the entry of judgment
18.175	• 60 days from mailing of Order determining Claim of Exemption
18.176	• 60 days from mailing of Notice of Ruling
18.177	• 30 days from personal service of Order determining Claim of Exemption/Notice of Ruling
18.178	The system will proceed to the next step in the process following appropriate approval. (After the approval the system will submit a requisition to eCAPS to generate a warrant.)
18.179	**Reporting**
18.180	In addition to the specific canned reports implemented, users can use common report-writing software such as Crystal, Microsoft Access, etc., to create and run reports. The ACES database includes views to facilitate report creation by sophisticated users.
18.181	Canned and user-created reports contain only data that the user is authorized to use or view.
18.182	ACES contains a reporting repository, data mart, or other mechanism to separate routine report processing from the transaction-processing database.
18.183	ACES includes controlled procedures to regularly: (a) extract data from the transaction-processing database; (b) transform the data into a format and structure optimized for ad-hoc queries, reports, and analysis; (c) load this data into the reporting repository; (d) quality-control the extract-transform-load process.
18.184	Users can export data into the following formats: (a) Excel; (b) PDF; (c) HTML; (d) XML.
18.185	Users can schedule jobs to automatically generate and email reports on a periodic basis (weekly, monthly, quarterly, etc..)
18.186	ACES reports include page numbers (page # of ##).
18.187	ACES reports wrap text to fit within the margins (word wrap).
18.188	ACES reports show time values in 12- or 24-hour format, per user-selected option.
18.189	ACES reports show currency values in $NNN,NNN.NN format.
18.190	ACES reports show date values in MM/DD/YYYY format.
18.191	**Fault Tolerance**
18.192	The system continues operating properly in the event of a failure with some of its components.
18.193	The system recovers from errors back to the earliest saved version or state.

18.194	All system errors are logged.

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT B-3:
FUNCTIONAL REQUIREMENTS

1.0	**1. Key Data Elements**
1.1	The system provides a means for capturing, storing, maintaining, using, searching, querying, and displaying the key data elements listed below. In addition, the system incorporates the logical relationships, data validation, default values, change histories, and other data properties and business rules as indicated for the data elements listed below. This data element list uses indentations to show how broad categories of data are broken down (decomposed) into more specific components. Each broad data category is shown at the left margin, then its components are shown indented under it, with further indentations showing even more granular breakdowns. This is an initial attempt to describe the key data that ACES is to include, but it is not a complete statement of all the data elements, data relationships, data formats, and business rules needed for a fully operational system. The Contractor is to develop a more elaborate data model as part of the system design task. The actual database structure is not required to exactly mirror these data elements as long as it provides equivalent functionality.
1.2	**Court or Authority.**
1.3	**Abbreviation or Code.**
1.4	**Name.**
1.5	**Type.** Valid values: court; police department; public defender's office; State of California agency (such as Franchise Tax Board); government agency other than State of California
1.6	**Authority Level.** Valid values: limited; unlimited; small claims; probate; divorce; other.
1.7	**Address**—parsed into standard Address elements.
1.8	**Room Number.** Show change history.
1.9	**Telephone Number.**
1.10	**Out-of-State Flag.** Auto-calculated based on Address (State), may be user-entered if Address has been left blank.
1.11	**CMU Office** (a particular branch office of the Sheriff's Department Civil Management Unit).
1.12	**Abbreviation.**
1.13	**Name.**
1.14	**Address**—parsed into standard Address elements.
1.15	**Telephone Number.**
1.16	**Employee or User.**
1.17	**Name**—parsed into standard Name elements (Title, First, Middle, Last, Suffix).
1.18	**Employee Number.**
1.19	**Type—a person can be more than one type.** Valid values: officer; Sheriff civilian employee; public defender; other
1.20	**Sworn Flag.**
1.21	**Confidential Flag.** Indicates that the user is authorized to view confidential cases (Case's Confidential Flag = true).
1.22	**Rank/Position.**
1.23	**Assigned Office.** Must be a valid CMU Office. Show change history.
1.24	**Emai Address.**
1.25	**Telephone Number.**
1.26	**User Name** (like "jsmith").
1.27	**ACES User Group or Role—can have several.**
1.28	**Deactivation Flag.** Indicates that this employee or user is no longer active in ACES-related processes.
1.29	**Keeper.**
1.30	**Name**—parsed into standard Name elements (Title, First, Middle, Last, Suffix).
1.31	**Employee or Contractor Number.**

1.32	**Social Security Number.**	
1.33	**Contact Information.**	
1.34	**Address**—parsed into standard Address elements. Show change history.	
1.35	**Telephone Number—can have several.**	
1.36	**Type.** Valid values: home; work; mobile.	
1.37	**Fax.**	
1.38	**Email.**	
1.39	**Description.**	
1.40	**Sex.** Valid values: male; female.	
1.41	**Birth Date.**	
1.42	**Age.** Auto-calculated.	
1.43	**Race.**	
1.44	**Hair.**	
1.45	**Eye Color.**	
1.46	**Weight.**	
1.47	**Height.**	
1.48	**Drivers License or other ID.**	
1.49	**Type.**	
1.50	**Issued-By.**	
1.51	**Number.**	
1.52	**Other.**	
1.53	**Deactivation Flag.** Indicates that this person is no longer available as a keeper.	
1.54	**Real Property Parcel.**	
1.55	**Assessor's Parcel Number.**	
1.56	**Legal Description.**	
1.57	**Other Description.**	
1.58	**Block Map.**	
1.59	**Address**—parsed into standard Address elements. Show change history.	
1.60	**Dwelling Count.** Valid values: dwelling for 1 to 4 families; dwelling for more than 4 families; non-dwelling.	
1.61	**Owner of Record—can have several.** Show change history.	
1.62	**Name**—parsed into standard name elements (Title, First, Middle, Last, Suffix).	
1.63	**Address**—parsed into standard Address elements.	
1.64	**Occupant—can have several.** Show change history.	
1.65	**Lien—can have several.**	
1.66	**Type.** Valid values: mortgage or deed of trust; special assessment property tax or Mello-Roos tax lien (judgment creditor is a public entity); assessment lien by a common interest development association (or homeowners association); mechanic's lien; state tax lien; other	
1.67	**In-Effect Dates.**	
1.68	**Senior-to-Judgment-Creditor Flag.** Indicates that when the property is sold, this more senior lien would be paid off before paying the creditor's judgment.	
1.69	**Lienholder.** Must be a Principal Party in a Case to which this Parcel has been associated.	
1.70	**Lien Amount.**	
1.71	**Received Date** (when Sheriff received Lienholder information from creditor).	
1.72	**Statement that No Liens Currently Exist–Received Date.**	
1.73	**Map (scanned image)—can have several.**	

1.74	**Motor Vehicle.** Can apply to a seizure, sale, or inspection.	
1.75	**VIN.**	
1.76	**License Plate.** Show change history.	
1.77	**State.**	
1.78	**Number.**	
1.79	**Make.**	
1.80	**Model.**	
1.81	**Color.**	
1.82	**Description.**	
1.83	**Legal Owner.** Show change history.	
1.84	**Name.**	
1.85	**Address**—parsed into standard Address elements.	
1.86	**Telephone Number.**	
1.87	**Court Hearing (Planned or Actual).**	
1.88	**Description.**	
1.89	**Reference to a Writ, Service Request, Claim of Exemption, etc.**	
1.90	**Creditor-Will-Appear Flag.** Equals true if the creditor will appear at a planned hearing; false if creditor will not appear. Default is null.	
1.91	**Actual Flag.** Indicates that the Court Hearing was actually held on the date and time indicated.	
1.92	**Date and Time.** Show change history.	
1.93	**Court.** Must be a valid Authority. Show change history.	
1.94	**Department/Division.** Show change history.	
1.95	**Room Number.** Show change history.	
1.96	**Court Order.**	
1.97	**Issue Date.**	
1.98	**Received Date.** Must be no earlier than Issue Date.	
1.99	**Court.** Must be a valid Court or Authority.	
1.100	**Description.**	
1.101	**Verbatim Text.** Users will also scan the physical document as an image attachment.	
1.102	**Reference to a Writ, Claim of Exemption, or Service Request.** Must be a valid Writ, Claim of Exemption, or Service Request.	
1.103	**Stipulation Flag.** Indicates that there was a stipulation in the case.	
1.104	**Appeal-Waived Flag.** Indicates that the litigant/creditor was waived by the court.	
1.105	**Off-Calendar Flag.** Indicates that the hearing was taken off calendar.	
1.106	**Case** (a court case from which are issued Writs, Service Requests, etc.; also for minor non-court cases such as fix-it tickets).	
1.107	**Number.** Auto-generated.	
1.108	**Authority.** Show change history. Must be a valid Court or Authority.	
1.109	**Authority's Case Number.** Combination of Authority + Authority's Case Number must be unique. Not used for "unnumbered process" such as notice to pay rent of quit. Show change history.	
1.110	**Title.** Accommodate at least 200 characters.	
1.111	**Type,** Valid values: order to show cause; child support; for contempt; spousal support; child custody; order shortening; injunctive order; for modification; attorney fees; visitation; application for order & supporting declaration; income & expense declaration completed; property declaration; points & authorities; declaration for contempt; confidential counseling statement; temporary restraining order; others to be determined	

1.112	**Control Office.** User entered; default = Intake User's Assigned Office from the first Writ pertaining to the Case. Must be a valid CMU Office. <u>Show change history.</u> The access matrix should indicate that only users who are assigned to this Control Office may: (a) disburse monies; (b) <u>release property; (c) return writs; etc.</u>	
1.113	**Reason for Reassigning Control Office—separate value for each change in Control Office.** Must be entered whenever Control Office is changed.	
1.114	**Confidential Flag.** Indicates that user access to the Case is restricted to users who are authorized to view confidential cases.	
1.115	**Principal Party—can have several.**	
1.116	**Capacity.** Valid values: natural person (individual); corporation; partnership; limited liability company (LLC); limited liability partnership (LLP); unincorporated association; public entity; defunct corporation; minor; conservatee.	
1.117	**Type (Role)—can have several.** Valid values: defendant; attorney; judgment creditor; judgment debtor; employer; premises; plaintiff; financial institution; garnishee; witness; Arrieta claimant; third party; vendor; lienholder; spouse; conservator; conservatee; vessel; parent/guardian; trustee; trustee, bankruptcy; minor; legal owner.	
1.118	**Attorney Who Represents This Party in This Role.** Must be a valid Principal Party in the same Case, with Principal Party Type = attorney. <u>Show change history.</u>	
1.119	**Deactivation Flag.** Indicates that this party acting in this Role should no longer receive notices, etc.	
1.120	**Contact Information.**	
1.121	**Address—can have several—**parsed into standard Address elements. <u>Show change history.</u>	
1.122	**Type.** Valid values: residence; temporary residence; occasional residence; mailing; business; other.	
1.123	**Service-Address Flag.** Indicates that this is the address for serving process to this party. .	
1.124	**Mailing-Address Flag.** Indicates that this is the address for mailing notifications to this party.	
1.125	**Telephone Number—can have several.**	
1.126	**Type.** Valid values: home; work; mobile.	
1.127	**Fax.**	
1.128	**Email.**	
1.129	**Person.** Used when Capacity = natural person or minor.	
1.130	**Social Security Number.**	
1.131	**Name—**parsed into standard name elements (Title, First, Middle, Last, Suffix).	
1.132	**Fictitious Name or Alias—can have several.**	
1.133	**Name.**	
1.134	**Source.** Valid values: listed on writ; listed in additional received document.	
1.135	**Document.** Used when Source = listed in additional received document. Must be a valid Additional Received Document for this Case.	
1.136	**Description.**	
1.137	**Sex.** Valid values: male; female.	
1.138	**Birth Date.**	
1.139	**Age.** Auto-calculated.	
1.140	**Race.**	
1.141	**Hair.**	
1.142	**Eye Color.**	
1.143	**Weight.**	
1.144	**Height.**	

1.145	**Drivers License or other ID.**	
1.146	**Type.**	
1.147	**Issued-By.**	
1.148	**Number.**	
1.149	**Other.**	
1.150	**Title.**	
1.151	**Business.** Used when Capacity ≠ natural person, minor, or public entity.	
1.152	**Name.**	
1.153	**Fictitious Business Name.**	
1.154	**Government Agency.** Used when Capacity = public entity.	
1.155	**Name.** Examples: county recorder; department of motor vehicles (DMV); secretary of state; department of housing and community development; federal aviation administration (FAA)	
1.156	**Fee-Exempt Flag.**	
1.157	**Affidavit of Identity Flag.** Indicates an account name that is not the same as the debtor name, so an affidavit of identity or fictitious business name needs to be included in the notification to the employer or bank to show that the wage or account can be legally levied.	
1.158	**Bankruptcy—can have several.**	
1.159	**Type.** Valid values: chapter 7 (liquidation) ; chapter 7 (involuntary); chapter 9 (municipal); chapter 11 (reorganization); chapter 11 (involuntary); chapter 12 (farmer); chapter 13 (wage earner); chapter 15 (foreign); removal/remand; dischargeability order.	
1.160	**Notice.**	
1.161	**Received Date/Time.**	
1.162	**Receiving Employee.** Must be a valid Employee.	
1.163	**Manner.** Valid values: verbal; written.	
1.164	**Verification.**	
1.165	**PACER Date/Time.**	
1.166	**VISCIS Date/Time.**	
1.167	**Verifying Employee.** Must be a valid Employee.	
1.168	**Filing Date.**	
1.169	**Discharge, Dismissal, or Closing Date.**	
1.170	**Lift-Order Received Date.**	
1.171	**Deactivation Flag.** Indicates that this party should no longer receive notices, etc.).	
1.172	**Pauperis Flag.** Indicates that plaintiff is not charged fees for sheriff's services.	
1.173	**Writ—can have several.**	
1.174	**Judgment Entry Date.**	
1.175	**Judgment Expiration Date.** Auto-calculated—usually 10 years from judgment-entry date.	
1.176	**Renewal of Judgment—can have several.**	
1.177	**Renewal of Judgment Date—can have several.**	
1.178	**Issue Date.**	
1.179	**Received Date.**	
1.180	**Levy Date.**	
1.181	**Last Day for Service Date.** Auto-calculated.	
1.182	**Tentative Return Date.**	
1.183	**Accounting Date.** The day when an accounting is sent to the court.	
1.184	**Writ Expiration Date.** Auto-calculated—usually 6 months after Issue Date.	

1.185	**Writ Review Date.** Auto-calculated—if Type = execution/sale or wattantfor collection, then 180 days after Issue Date; if Type = attachment, then 60 days after Receipt Date; if Type = claim & delivery, then Issue Date + 60 days or Levy Date + 30 days, whichever is earlier; if Type = assistance, then 90 days after Issue Date.	
1.186	**Levy Lien Expiration Date.** Auto-calculated—if Type = attachment or claim & delivery, then Levy Date + 3 years; if Type = execution or warrant for collection or sale, then Levy Date + 2 years; If Type = execution, then 10 years from application for extension filing date (certified copy of the application for renewal must be received prior to judgment expiration date); If Type = writ of attachment, then 1 year per extension but not more than 8 years after issuance of the writ. Show change history.	
1.187	**Intake Office.** Must be a valid CMU Office. Auto-generated based on Intake User's Assigned Office.	
1.188	**Name of Judge/Commissioner** (who signed the order)	
1.189	**Description.** Accommodate at least 200 characters.	
1.190	**Levy Method.** Valid values: garnishment; seizure; eviction; lien; recording; property in custody of sheriff.	
1.191	**Type.** Valid values: attachment after hearing (AT-135) (prejudgment court order issued with notice to the defendant);	
1.192	attachment ex parte (AT-135) (prejudgment court order issued without notice to the defendant);	
1.193	execution (money judgment) (EJ-130) (post-judgment court order to collect money);	
1.194	execution possession of personal property (EJ-130) (post-judgment court order to give possession of personal property to creditor);	
1.195	execution possession of real property (EJ-130) (post-judgment court order to restore possession of real property to creditor (eviction);	
1.196	possession (claim & delivery) after hearing (CD-130) (prejudgment court order to seize specific personal property issued with notice to the defendant);	
1.197	possession (claim & delivery) ex parte (CD-130) (prejudgment court order to seize specific personal property without notice to the defendant);	
1.198	sale of personal property (EJ-130) (post-judgment court order to sell specific property);	
1.199	sale of real property (EJ-130) (post-judgment court order to sell specific property;	
1.200	warrant for collection (state agency order to collect money);	
1.201	writ of assistance (post-judgment court order to give possession of real property to government agency creditor (eminent domain);	
1.202	execution (money judgment) + sale of personal property (EJ-130);	
1.203	execution (money judgment) + possession of personal property (EJ-130);	
1.204	execution (money judgment) + possession of real property (EJ-130)	
1.205	**Ex-Parte Flag.**	
1.206	**Post-Hearing Flag.**	
1.207	**Cause of Action.**	
1.208	**Sister-State Flag.**	
1.209	**Joint Debtor.**	
1.210	**Identity.** Must be a valid Principal Party in this Case.	
1.211	**Date.**	
1.212	**Additional Cost—itemized (can have several).**	
1.213	**Debtor—can have several.** Must be a valid Principal Party in this Case, with Type = judgment debtor.	
1.214	**Judgment Amount for this Debtor.**	
1.215	**Amount to Satisfy.**	
1.216	**Judgment Amount.**	
1.217	**Projected Costs and Fees—itemized (can have several).**	

1.218	**Writ-Issuance Fee.**
1.219	**Credits.**
1.220	**Interest or Penalty Charges—can have several.**
1.221	**Type.** Valid values: interest; penalty.
1.222	**Description.**
1.223	**Period Length.** Valid values: daily; monthly; one-time.
1.224	**Per-Period Rate.**
1.225	**Per-Period Dollar Amount.**
1.226	**Effective Date.**
1.227	**Actually Incurred—can have several.**
1.228	**Date.**
1.229	**Amount.**
1.230	**Projected Fees—itemized (can have several).** Auto-calculated.
1.231	**Total Amount to Satisfy.** Sum of Total Judgment Amounts, Costs, Interest, and Fees. Auto-calculated. Show change history.
1.232	**Sheriff's Instructions or Directions.**
1.233	**Received Date.**
1.234	**Requestor.** Must be a valid Principal Party with Type = plaintiff or attorney (if attorney, must be plaintiff's attorney).
1.235	**Levy Flag.** Indicates that the document contains a statement instructing the levying officer to levy.
1.236	**Sell Flag.** Indicates that the document contains a statement instructing the levying officer to sell.
1.237	**Real Property Flag.** Indicates that property is a real estate parcel.
1.238	**Short-Leasehold Flag.** Indicates that the document contains a statement that the property is a leasehold estate with an unexpired term of less than 2 years at time of levy.
1.239	**No-Dwelling Flag.** Indicates that the document contains a statement that the property does not contain a dwelling.
1.240	**Defendant.** Must be a valid Principal Party with Type = defendant.
1.241	**Served Flag.** Indicates whether the summons and complaint has been served 488.020(c).
1.242	**Appeared Flag.** Indicates whether defendant appeared in the action.
1.243	**Defendant Owner Flag.** Used for levies on real property. Indicates whether the defendant is the property's owner of record.
1.244	**Appeal Period End Date.** Auto-calculated based on Court Authority Level, Amount to Satisfy, and Notice Date (or lack thereof).
1.245	**Bankruptcy Override Flag.** Indicates that an eviction or other action can proceed even if bankruptcy is filed.
1.246	**Real Property—can have several.** Used when Type = sale of real property.
1.247	**Parcel.** Must be a valid Real Property Parcel.
1.248	**Type.** Valid values: real property; leasehold estate interest with unexpired term less than 2 years; leasehold estate interest with unexpired term more than 2 years; leasehold estate interest with unknown unexpired term (at time of levy)
1.249	**Dwelling Flag.** Indicates that this parcel is used as a dwelling.
1.250	**Lease Expiration Date.** Used when Parcel Type = leasehold estate interest
1.251	**Lease Term at Time of Levy.** Auto-calculated.
1.252	**Stay—can have several.**
1.253	**Receiving.**
1.254	**Office.** Must be a valid CMU Office.
1.255	**Employee.** Must be a valid Employee.

1.256	Date/Time.
1.257	Type. Valid values: stay on process; stay on collection; stay on POC disbursements.
1.258	Applies-To—can have several. Valid values: receipt collected monies; disburse collected monies; initiate a new service request; enforce an existing service request.
1.259	Referenced Service Request. Used when Type = enforce an existing service request.
1.260	Status. Valid values: stay per court order; stay pending expiration of appeal period; no stay; no stay with EWO exemption granted
1.261	Reason.
1.262	Court Order. Must be a valid Court Order.
1.263	Issue Date.
1.264	Stipulation Flag. Indicates that the court has ordered a stipulation.
1.265	Appeal-Waived Flag.
1.266	Notice-Waived Flag.
1.267	Off-Calendar Flag. Indicates that the hearing was taken off calendar.
1.268	Notices.
1.269	Recipient. Must be a valid Principal Party in the Case.
1.270	Type. Valid values: plaintiff or creditor; defendant or debtor.
1.271	Mailed Date.
1.272	Number of Days to Appeal. Mike to add business rules by which system will calculate.
1.273	Stay Period.
1.274	Number of Days to Stay.
1.275	Beginning Date.
1.276	Ending Date.
1.277	EWO Effect. Valid values: modify EWO; terminate EWO; not applicable. Used when Levy Method = garnishment and Referenced Service Request Type = EWO.
1.278	Void.
1.279	Date.
1.280	Comments. Must not be null if the Stay was voided.
1.281	Lift or Annul.
1.282	Source. Valid values: court order lifting stay; court order annulling stay; notice of dismissal or closure; exception to automatic stay (11 USC 362(b)), writ of mandate (715.050 CCP), other court order; other.
1.283	Court Order. Must be a valid Court Order.
1.284	Description.
1.285	Short. The shorter description is for the case summary screen or report.
1.286	Long.
1.287	Receiving.
1.288	Office. Must be a valid CMU Office.
1.289	Employee. Must be a valid Employee.
1.290	Manner. Valid values: in person; mail; electronic.
1.291	Date/Time.
1.292	Effective Date.
1.293	Void. Used when the Lift is voided (there is another data element to use when the Stay itself is voided).
1.294	Date.
1.295	Comments. Must not be null if the Stay was voided.

1.296	**Release.**
1.297	**Portion.** Valid values: partial release; total release; not applicable.
1.298	**Date.**
1.299	**Reason.**
1.300	**Extension.**
1.301	**Date.**
1.302	**Extended-to Date.**
1.303	**Actual Return Date** (when the writ is returned to the court after either executed or expired).
1.304	**Fund Balances.** Auto-calculated. Show change history.
1.305	**General Trust** (Received Funds minus Outgoing Funds for disbursements to plaintiff/creditor or defendant/debtor). Auto-calculated.
1.306	**Collection Trust.**
1.307	**Exemption Trust** (received funds minus outgoing funds for disbursements to plaintiff/creditor or defendant/debtor).
1.308	**Third-Party Trust** (received funds minus outgoing funds for payments top third parties).
1.309	**Documentary Transfer Tax Trust.**
1.310	**Fees** (fee charges minus fee payments).
1.311	**Claim of Exemption—can have several.**
1.312	**Receiving Office.** Must be a valid CMU Office.
1.313	**Receiving Employee.** Must be a valid Employee.
1.314	**Issue Date.**
1.315	**Receipt Date.** "Pursuant to court order (1005 CCP)."
1.316	**Claiming Party.** Must be a valid Principal Party in this Case, with Capacity = natural person, and Type = spouse or defendant.
1.317	**Property Description.** (Some descriptions are lengthy, and would be attached scanned documents.)
1.318	**Property Reference.** Must be a valid item of Real Property, Motor Vehicle, Personal Property, Bank Garnishment), EWO (non-support), or estate of a decedent—associated with this Case.
1.319	**Exemption Amount.**
1.320	**Is-Willing-To-Pay Amount.** Used if Service Request Type = EWO. Indicates the amount the debtor is willing to pay as specified in a Claim of Exemption for an Earning Withholding Order.
1.321	**Pay Period.** As shown in the claim of exemption.
1.322	**Signature Flag.** Indicates that paperwork was signed and dated by debtor or spouse.
1.323	**Family-Support Flag.** Indicates that this claim is made to support debtor's family. Cannot = true if Financial Statement has not been received.
1.324	**Financial Statement.** This is an attached scanned document.
1.325	**Received Date.**
1.326	**Third-Party Claim of Exemption—can have several.**
1.327	**Receiving Office.** Must be a valid CMU Office.
1.328	**Receiving Employee.** Must be a valid Employee.
1.329	**Issue Date.**
1.330	**Receipt Date.**
1.331	**Claiming Party.** Must be a valid Principal Party in this Case.
1.332	**Type.** Valid values: claim for ownership; claim for security interest; claim as a lienholder.

1.333	**Property Description.** (Some descriptions are lengthy, and would be attached scanned documents.)
1.334	**Property Reference.** Must be a valid item of Real Property, Motor Vehicle, Personal Property, Bank Garnishment), EWO (non-support), or estate of a decedent—associated with this Case.
1.335	**Description of Claimant's Interest in the Property.**
1.336	**Property's Estimated Market Value.** Used if claim is based on security interest.
1.337	**Exemption Amount.**
1.338	**Pay Period.** As shown in the claim of exemption.
1.339	**Signature Flag.** Indicates that paperwork was signed and dated by debtor or spouse. (CMU is supposed to receive an original and two copies of the claim.)
1.340	**Executed-Under-Oath Flag.**
1.341	**Undertaking—can have several.** This is a deposit to be paid in the event that the property is sold before the claim is settled, and the claim is later sustained.
1.342	**Type.** Valid values: creditor; third party; debtor.
1.343	**Date.**
1.344	**Amount.** Must be the lesser of $10,000 or the execution amount.
1.345	**Service-to-Third-Party Date.** Auto-generated from proof of service.
1.346	**Hearing Objecting to the Undertaking.** Must be a valid Court Hearing.
1.347	**Notice-of-Hearing Received Date.**
1.348	**Court Order Indicating Undertaking is Inadequate.** Must be a valid Court Order.
1.349	**Not-Required Flag.** Indicates that undertaking is not required by the government agency.
1.350	**Sent-to-Court Date.** Indicates date that Sheriff sends the third-party claim and undertaking to the court.
1.351	**Determination Hearing.** Must be a valid Court Hearing.
1.352	**Notice-of-Hearing Received Date.**
1.353	**Disposition.** Valid values: release to debtor - failure of creditor to post undertaking; release to debtor – 3rd party posted undertaking; proceed to sale; release to debtor – creditor's instructions ; stay – per court order; stay – pending justification of sureties; release to debtor – creditor's undertaking determined inadequate; proceed to sale – 3rd parties undertaking determined adequate.
1.354	**Received Date.**
1.355	**Receiving Employee.**
1.356	**Third-Party-Release Date.** Indicates that property was released to third party because debtor did not obtain custody of property within 10 days after release.
1.357	**Statement of Invalidity.**
1.358	**Received Date.**
1.359	**Creditor's Demand.**
1.360	**Secured Party.**
1.361	**Name**—parsed into standard name elements.
1.362	**Address**—parsed into standard address elements.
1.363	**Creditor.**
1.364	**Name**—parsed into standard name elements.
1.365	**Address**—parsed into standard address elements.
1.366	**Property Description.**
1.367	**Levy Date.**
1.368	**Demand-for-Payment-Within-30-Days Flag.**

1.369		Statement of Waiver of Priority.
1.370		Property Release—can have several.
1.371		Type. Valid values: release to debtor – court order (3rd party claim granted); release to debtor – failure to post creditor's undertaking; release to debtor – 3rd party's undertaking posted; release to 3rd party – unavailability of debtor.
1.372		Property. Must be a valid property item (real property, personal property, motor vehicle, bank account, etc.) in the Case.
1.373		Description.
1.374		Partial Flag. Indicates that the property is being partially released.
1.375		Reason. Valid values: insufficient bids (below minimum bid); judgment and cost paid; creditor's release; failure to file application for order of sale; court order; order determining claim of exemption; minute order; failure to file opposition; failure to pay fees; other.
1.376		Amount.
1.377		Reference. Must be a valid Service Request, Claim of Exemption, etc. in the Case.
1.378		Order Determining Claim of Exemption. Must be a valid Court Order.
1.379		Served Date.
1.380		Order Granting Third-Party Claim. Must be a valid Court Order.
1.381		Served Date.
1.382		Creditor's Instructions to Release.
1.383		Receipt Date.
1.384		Authorization. Must be a valid Court Hearing or Court Order pertaining to the Case.
1.385		Date.
1.386		Protective Order—can have several. Includes temporary restraining orders (TROs).
1.387		Type. Valid values: move out; in custody; in court.
1.388		Protected Party—can have several. Must be a valid Principal Party in the case.
1.389		Restrained Person. Must be a valid Principal Party in the case, with Type = natural person or minor.
1.390		File Control Number (FCN). Indicates the record location in CARPOS/JDIC/SharePoint.
1.391		Issue Date.
1.392		Last Day for Service Date.
1.393		Period.
1.394		Beginning Date.
1.395		Expiration Date.
1.396		Service Flag. Indicates service or no-service.
1.397		Comments—can have several.
1.398		Arrieta Claim—can have several (third-party's assertion of a right to possession, not subject to eviction, when not named on writ of possession).
1.399		Received Date and Time.
1.400		Receiving Office. Must be a valid CMU Office.
1.401		Received by. Must be a valid Employee.
1.402		Claimant. Must be a valid Principal Party in this Case, with Type = Arrieta claimant.
1.403		Sent-to-Court Date.
1.404		Court Hearing. Must be a valid Court Hearing.
1.405		Court Order (after Arrieta claim has been processed). Must be a valid Court Order.
1.406		Eviction-Ordered Flag.
1.407		Evict-by Date.

1.408	**Comments.**
1.409	**Void Date and Time.**
1.410	**Miscellaneous Notes—can have several.**
1.411	**Date.**
1.412	**Author.**
1.413	**Text.**
1.414	**Received Document**. Electronic document file, photo, or scanned image of paper document, to be attached to a particular Service Request, Court Hearing, Claim of Exemption, etc.
1.415	**Relevant Case, Writ, Service Request, Stay, etc.** Must be a valid Case, Writ, Service Request, Claim of Exemption, etc.
1.416	**Type.** Valid values: sheriff's instructions or directions; affidavit in support of writ; court order; order of appearance; declaration in re failure to attend; order for sale hearing; spousal affidavit; fictitious business name statement; notice of attachment; order for issuance of writ; temporary protective order; order directing transfer; undertaking; probable cause order; others to be determined.
1.417	**Issue Date.**
1.418	**Received Date.**
1.419	**Rejected Flag.**
1.420	**Notice Date.** Entered when Sheriff has been shown proof that creditor or court mailed notice to debtor.
1.421	**Forwarded-to-Court Date.** Used when Type = declaration in re failure to attend order for sale hearing.
1.422	**Memo.** Accommodate at least 200 characters.
1.423	**Service Request.**
1.424	**Number.** Auto-generated.
1.425	**Writ.** If applicable. Must be a valid Writ. A Writ can spawn several Service Requests.
1.426	**Protective Order.** If applicable. Must be a valid Protective Order. A Protective Order can spawn several Service Requests.
1.427	**Case.** A Case can have several Service Requests. If the Service Request is spawned from a Writ or Protective Order, then the Case is automatically derived from those.
1.428	**Void Flag.** Indicates that the Service Request was voided.
1.429	**Void Reason.** Used when Void Flag = true.
1.430	**Process Type.** Valid values: enforcement; non-enforcement; TRO; arrest warrant.
1.431	**Service Request Type.** If Writ Levy Method = ...Then valid values are:
1.432	garnishment......bank; earnings withholding order (EWO)
1.433	seizure. ......keeper; vehicle; vessel; mobilehome; airplane; tap-till; other
1.434	eviction. ......unlawful detainer; writ of assistance
1.435	lien. ......secretary of state; dept motor vehicles; dept housing and development
1.436	recording. ......real property; leasehold estate; growing crops, minerals, etc.
1.437	property in custody of sheriff. ......property in sheriff's custody.
1.438	other or not applicable......notice to pay rent or quit; notice to quit; fix-it ticket; subpoena
1.439	**Fee-Exemption (Fee Waiver) Flag.** True if Case Forma Pauperis Flag is True. (User based privilege)
1.440	**Memo.** Accommodate at least 200 characters.
1.441	**Service Address**—parsed into standard Address elements.
1.442	**Disposition Service Address**—parsed into standard Address elements.

1.443	**Notice Type.** Valid values: public place posting; service to debtor; service to occupant; service to lienholder; service to creditor; service to person requesting notice per writ; person requesting notice per verbal/written request; notice to creditor's attorney; notice to debtor's attorney; order to show cause dwelling for issuance of order for sale of a dwelling; order for sale of a dwelling; second chance hearing; notice to vacate; notice of final lockout	
1.444	**Location.**	
1.445	**Manner of Service.** Valid values: personal; substitution small claims; substitution summons; posting 5 day notice; posting sale personal property; posting sale real property; posting tenant notice; posting personal property levy; posting real property levy; recording realm property; mailing us mail; mailing certified mail; posting summons unlawful detainer; left with 416.46 CCP (please refer to the CCP 416.46 for more details); publish sale real property; lien mailed to secretary of state or DMV; mail criminal subpoena; email; fax.	
1.446	**Creditor Notification of Keeper/Seizure or Arrest.**	
1.447	**Hearing for Process.** Must be a valid Court Hearing.	
1.448	**Last-Day-to-Serve Date.** Auto-calculated.	
1.449	**Nightime-Service-OK Flag.**	
1.450	**Promise-to-Appear-OK Flag.**	
1.451	**Responsible Employee—can have several.** Must be a valid Employee.	
1.452	**Role.** Valid values: field service; levy supervisor; othes to be determined.	
1.453	**Third-Party Notification Request—can have several.**	
1.454	**Recipient.** Must be a valid Principal Party in this Case, with Type = third party.	
1.455	**Received Date.** Indicates the date the request was received.	
1.456	**Additional Notification—can have several.**	
1.457	**Recipient.** Must be a valid Principal Party in this Case.	
1.458	**Type.** Valid values: public place posting; service to debtor; service to occupant; service to lienholder; service to creditor; service to person requesting notice per writ; person requesting notice per verbal/written request; notice to creditor's attorney; notice to debtor's attorney; order to show cause dwelling for issuance of order for sale of a dwelling; order for sale of a dwelling; second chance hearing; notice to vacate; notice of final lockout	
1.459	**Manner of Service.** Valid values: personal; substitution small claims; substitution summons; posting 5 day notice; posting sale personal property; posting sale real property; posting tenant notice; posting personal property levy; posting real property levy; recording realm property; mailing us mail; mailing certified mail; posting summons unlawful detainer; left with 416.46 CCP (please refer to the CCP 416.46 for more details); publish sale real property; lien mailed to secretary of state or DMV; mail criminal subpoena; email; fax.	
1.460	**Date.**	
1.461	**Received Information—can have several.**	
1.462	**Received Date.**	
1.463	**Sender.** Must be a valid Principal Party in the Case.	
1.464	**Type.** Valid values: sale instructions; lienholder instructions; others to be determined.	
1.465	**Disposition.** Valid values:	
1.466	served (s)-- service request was successfully completed (served,) e.g., garnishment was served or keeper was installed.	
1.467	not found (x)--service request was not completed because the person or property could not be found at the given address.	
1.468	cancelled (z)-- the service request was cancelled.	
1.469	no service (y)-- the service request was not completed and a fee was not earned, e.g., unable to make diligent attempts to service before the last day to serve.	
1.470	investigation (i)-- the service request was attempted and investigated but disposed of.	

1.471		arrest (a)-- the arrestee was arrested and not released on a promise to appear. Only available for civil warrants.
1.472		cite (c)-- the arrestee was arrested and released on a promise to appear. Only available for civil warrants.
1.473		surrender (g)-- the arrestee surrendered (gave up) prior to being arrested. Only available for civil warrants.
1.474		**Reason.** Used only when Disposition Result = x, y, or z.
1.475		**Final-Disposition Flag.**
1.476		**Comments.**
1.477	**Service Attempt.**	
1.478		**Service Request.** Must be a valid Service Request.
1.479		**Served Party.** Must be a valid Principal Party for the Service Request's Case.
1.480		**Individual Served on Behalf of Served Party.**
1.481		**Principal Party Reference.** Used when the individual is a Principal Party for this Case; Type must be Natural Person.
1.482		**Name.** Used when the individual is not an identified Principal Party for this Case.
1.483		**Title or Relationship to Served Party.**
1.484		**Date and Time.**
1.485		**Address**—parsed into standard Address elements.
1.486		**Person-is-in-Military Flag.**
1.487		**Named Occupant per 415.416 CCP.**
1.488		**Process Server.**
1.489		**Planned Non-Employee Flag.** Indicates whether a private process server is planned for this service.
1.490		**Type.** Valid values: employee, creditor, other.
1.491		**Employee.** Used when a notification or process document is served or posted by an Employee. Must be a valid Employee.
1.492		**Non-Employee.** Used when a process document is served by a non-Employee.
1.493		**Name**—parsed into standard name elements.
1.494		**Address**—parsed into standard address elements.
1.495		**Telephone.**
1.496		**Signature Flag.** Indicates that signature is on file or scanned as attachment.
1.497		**Returned Flag.** Indicates whether private process server returned the documents.
1.498		**Successful Flag.**
1.499		**Need-for-Proof-of-Service Flag.** True if proof of service must be notarized or certified by County Clerk.
1.500		**Proof of Service.** Captured from paper service ticket.
1.501		**Served Person.**
1.502		**Name.**
1.503		**Address.**
1.504		**Type.** Valid values: defendant; third party; occupant (700.015 CCP)
1.505		**Service Date.**
1.506		**Manner of Service.** Valid values: personal; mail; leaving with agent; posting. If Served Person Type = debtor or third party, then Manner of Service must be personal or mail.
1.507		**Serving Person's Name.** This can be a Sheriff employee or a registered process server.
1.508		**Notarized-Required Flag.** True if proof of service must be notarized or certified by County Clerk.
1.509		**Attorney Notification.**

1.510	**Requirement Flag.**
1.511	**Confirmation.**
1.512	**Criminal Summons Flag.** Indicates whether original summons was shown to defendant at time of service.
1.513	**Comment.**
1.514	**Notarization.**
1.515	**Service Request.** Must be a valid Service Request.
1.516	**Document Description.**
1.517	**Scanned image.** Attached file such as JPG, PDF, etc.
1.518	**Notary Date.**
1.519	**Notary Name.**
1.520	**Paying Employee.** Must be a valid Employee.
1.521	**Payment or Charge Reference.** Expense Reimbursement Claim or Outgoing Funds transaction.
1.522	**Fee Amount.** Automatically copied from Expense Reimbursement Claim or Outgoing Funds transaction.
1.523	**Bench Warrant or Arrest.**
1.524	**Subpoena.** .
1.525	**Service Request.** Must be a valid Service Request, with Type = subpoena.
1.526	**Type.** Valid values: subpoena duces tecum; subpoena
1.527	**Declaration-in-Support Flag.**
1.528	**Attorney Whose Office Is Creating the Subpoena.** Must be a valid Principal Party for this Case.
1.529	**Special Instructions from the Attorney.**
1.530	**Court Hearing.** Must be a valid Court Hearing, planned for a future date.
1.531	**Party to be Served (Witness).** Must be a valid Principal Party.
1.532	**Service Attempt History.** Derived from Service Attempt data.
1.533	**Five-Day Flag.** Indicates that date of service was at least 5 days before date of hearing. Auto-calculated.
1.534	**Witness Telephone Call**
1.535	**Date and Time.**
1.536	**Witness-Provided Drivers License or DMV ID Number.**
1.537	**Employee Receiving Call.** Must be a valid Employee or User.
1.538	**Witness Fee.**
1.539	**Mileage/Expense Reimbursement.**
1.540	**Eviction.** Used when Service Request Type = unlawful detainer; writ of assistance..
1.541	**Service Request.** Must be a valid Service Request with Type = unlawful detainer; writ of assistance
1.542	**Parcel—can have several.** Must be a valid Real Property Parcel.
1.543	**Address.** Snapshot from Parcel, at the time that Service Request is active.
1.544	**Cause of Action.**
1.545	**Out-by-Date.** Auto-calculated.
1.546	**No-Lockout-Prior-to-Date.**
1.547	**Claim-of-Objection Hearing Date.**
1.548	**CCP 415.46 Flag.** Indicates summons and complaint were served per CCP 415.46.
1.549	**Last-Day-of-Possession Date.**
1.550	**Planned Eviction.** Show change history.
1.551	**Agent** (person who will take possession of property from sheriff and represent litigant).

1.552	**Name** (Title, First, Middle, Last, Suffix).
1.553	**Telephone Number.**
1.554	**Computed Eviction Date.** Auto-computed.
1.555	**Scheduled Eviction Date and Time.** Must be ≥ Out-by Date.
1.556	**Enforcement Letter Flag.** Indicates whether notice has been printed and mailed to creditor so creditor or agent can be present at eviction.
1.557	**Actual Eviction.**
1.558	**Date and Time.**
1.559	**Employee.** Must be a valid Employee.
1.560	**Flag indicating real property had already been vacated.**
1.561	**Comments** (regarding phone conversations to creditor about eviction).
1.562	**Keeper Installation.**
1.563	**Service Request.** Must be a valid Service Request, with Type = keeper.
1.564	**Hours of Operation.**
1.565	**Keeper—can have several.** Must be a valid Keeper. Show change history.
1.566	**Installation Date Range** (start and end dates).
1.567	**Type**—valid values: primary; relief.
1.568	**Shift Times.**
1.569	**Local Police Department.**
1.570	**Name.**
1.571	**Address**—parsed into standard Address fields.
1.572	**Telephone.**
1.573	**Daily Keeper Fee.**
1.574	**Daily Levy Fee.**
1.575	**Daily Record—can have several.**
1.576	**Date.**
1.577	**In Time.**
1.578	**Out Time.**
1.579	**Cash Intake Amount.**
1.580	**Cash Outgo Amount.**
1.581	**Money-on-Hand Amount.** (Change left at business)
1.582	**Check Intake Amount.**
1.583	**Inventory** (paper document listing items in the store on a particular day).
1.584	**Mailed-Out Date.**
1.585	**Received Date.**
1.586	**Fee Request Amount.**
1.587	**Expense Reimbursement Request—itemized (can have several).**
1.588	**Description.**
1.589	**Amount.**
1.590	**Wage Garnishment.** Used when Service Request Type = EWO.
1.591	**Service Request.** Must be a valid Service Request, with Type = EWO.
1.592	**EWO Application.**
1.593	**Date.**
1.594	**Box Flag** indicating that box 6a, 6b(1), or 6b(2) have been checked.
1.595	**Party to be Served (Employer).** Must be a valid Principal Party with Type = employer.
1.596	**Service Attempt History.** Derived from Service Attempt data.

1.597	**Employer-Return-Received Date.**
1.598	**Notification History—can have several.** Derived from Additional Notification. Notification should be sent to Creditor.
1.599	**EWO Amount.**
1.600	**Special-Instructions Amount.**
1.601	**Child-Support Flag.**
1.602	**Spousal-Support Flag.**
1.603	**Spousal-Order Flag.** (Indictes receipt of court order to levy on wages of spouse.)
1.604	**Employer-Return-Received Date.**
1.605	**Plaintiff-Copy-Sent Date.**
1.606	**Bank Garnishment.** Used when Service Request Type = bank garnishment.
1.607	**Service Request.** Must be a valid Service Request, with Type = bank.
1.608	**Preferred Levy Date.**
1.609	**Party to be Served (Bank).** Must be a valid Principal Party with Type = financial institution or garnishee.
1.610	**Account Number.**
1.611	**Type.** Valid values: deposit account; direct deposit public benefits/social security account; others to be determined.
1.612	**Property Description** (narrative). (This field needs to be sized appropriately, MAPAS is currently too small)
1.613	**Safe Deposit Box Flag.**
1.614	**Spousal Affidavit Flag** (indicates that some of the funds in the bank account may belong to the spouse and thus may not be taken unless a spousal affidavit is received; the affidavit scanned image would be an Additional Received Document).
1.615	**Notification Documents.**
1.616	**To-Bank.**
1.617	**Date.**
1.618	**Method of Service.**
1.619	**To-Debtor.**
1.620	**Date.**
1.621	**Method of Service.**
1.622	**To-Creditor.**
1.623	**Date.**
1.624	**Method of Service.**
1.625	**Third-Party Court Order.**
1.626	**Name.**
1.627	**Address**—parsed into standard Address fields.
1.628	**Preferred Levy Date.**
1.629	**Vessel, Aircraft, or Personal Property—can have several.** Can apply to a seizure or sale—used when Writ Type = sale of personal property; execution possession of personal property; possession (claim & delivery) after hearing; possession (claim & delivery) ex parte; execution (money judgment) + sale of personal property; execution (money judgment) + possession of personal property.
1.630	**Service Request.** Must be a valid Service Request with Writ Type = sale of personal property; execution possession of personal property; possession (claim & delivery) after hearing; possession (claim & delivery) ex parte; execution (money judgment) + sale of personal property; execution (money judgment) + possession of personal property.
1.631	**Property Description.**
1.632	**Identifying Numbers—can have several.**

1.633	**Type.** Valid values: boat number; tail number; serial number; model number; others to be determined.	
1.634	**Number.** May include letters and other keyboard characters.	
1.635	**Taken-From Address.**	
1.636	**Stored-At Address.**	
1.637	**Motor Vehicle Seizure.**	
1.638	**Service Request.** Must be a valid Service Request with Type = vehicle.	
1.639	**Motor Vehicle.** Must be a valid Motor Vehicle.	
1.640	**Taken-From Address**—parsed into standard address elements.	
1.641	**Stored-At Address**—parsed into standard address elements.	
1.642	**Towing.**	
1.643	**Towing Service.**	
1.644	**Name.**	
1.645	**Address.**	
1.646	**Telephone Number.**	
1.647	**Date and Time.**	
1.648	**Miles.**	
1.649	**Fee.**	
1.650	**Garage Storage.**	
1.651	**Garage.**	
1.652	**Name.**	
1.653	**Address**—parsed into standard Address elements.	
1.654	**Telephone Number.**	
1.655	**Dollars per Day.**	
1.656	**Days.**	
1.657	**Last Day for Storage Date** (based on towing and daily storage costs). Auto-calculated.	
1.658	**Stolen Vehicle System (SVS) Entry—can have several.** (State of Calif. Dept. of Motor Vehicles system.)	
1.659	**Status.** Indicates what happened—vehicle was seized, vehicle was sold, vehicle was released, etc.	
1.660	**Date and Time.**	
1.661	**User Making the Entry.** Must be a valid Employee.	
1.662	**Vehicle Inspection.**	
1.663	**Service Request.** Must be a valid Service Request with Type = fix-it ticket.	
1.664	**Motor Vehicle.** Must be a valid Motor Vehicle.	
1.665	**Inspection Date.**	
1.666	**Citation Number—can have several.**	
1.667	**Inspection Result.**	
1.668	**Certificate of Correction Printed Flag.**	
1.669	**Void Flag.**	
1.670	**Void Reason.**	
1.671	**Property Sale.** Can apply to vehicle, aircraft, vessel, personal property, or real property.	
1.672	**Service Request.** Must be a valid Service Request with Writ Type = sale of personal property; execution (money judgment) + sale of personal property; sale of real property	
1.673	**Property.**	
1.674	**Real Property.**	
1.675	**Parcel—can have several.** Must be a valid Real Property Parcel.	

1.676	**Address.** Snapshot from Parcel, at the time that Service Request is active.
1.677	**Daily-Rental Value.**
1.678	**Comments.**
1.679	**Real Property Limitations.** Used when Writ Type = sale of real property; execution (money judgment) + sale of personal property.
1.680	**Dwelling-Is-Exempt Flag.** Indicates that the court has or has not determined that the dwelling is exempt; this affects the minimum bid and the distribution of proceeds.
1.681	**Judgment Type.** Valid values: foreclosure; partition the interest of persons in real property.
1.682	**Personal Property.**
1.683	**Description.**
1.684	**Motor Vehicle.** Must be a valid Motor Vehicle.
1.685	**Sale Date and Time.** (Time should be between 9 am and 5 pm.) Show change history.
1.686	**Planned-vs.-Actual Flag.**
1.687	**Place.**
1.688	**Postponement—can have several.**
1.689	**Oral Request Received Date and Time.**
1.690	**Written Request Received Date and Time.**
1.691	**Requestor.** Must be a Principal Party in this Case.
1.692	**Announcing Employee.** Must be a valid Employee.
1.693	**Rescheduled Sale Date and Time.**
1.694	**Levying Officer's Oral Notice.**
1.695	**Interest Sold.**
1.696	**Fair Market Value.**
1.697	**Exemption Amount** (also homestead exemption amount for real estate—to obtain the benefits of a declared homestead, the owner must execute a "Homestead Declaration" that complies with the law. It must be properly signed, notarized, and recorded in the appropriate county recorder's office.)
1.698	**Estimated Costs at Time of Closing—itemized (can have several).**
1.699	**Minimum Bid Amount.** Must be the higher of (a) 90% of the Fair Market Value, or (b) the sum of Current and Estimated Costs plus the Exemption Amount.
1.700	**Admonition to Prospective Buyers.**
1.701	**Conducted-by Employee.** Must be a valid Employee.
1.702	**Bid—can have several.**
1.703	**Bidder.**
1.704	**Name**—parsed into standard Name elements.
1.705	**Address**—parsed into standard Address elements.
1.706	**Amount.**
1.707	**Creditor Flag.** Indicates that bidder is the creditor in the Writ.
1.708	**Creditor Name** (If not captured in principal parties)
1.709	**Winner Flag.** Indicates that bidder is the purchaser.
1.710	**Insufficient-Bids Flag.**
1.711	**Release to Debtor.**
1.712	**Date.**
1.713	**Reason.** Valid values: insufficient bids (below minimum bid); judgment and cost paid; creditor's release; fail to file application for order of sale; court order; other.
1.714	**Buyer.** Must be a valid Bidder.

1.715	**Sale Amount.**
1.716	**Deposits—can have several.**
1.717	**Date and Time.**
1.718	**Amount.**
1.719	**Interest.** Auto-calculated.
1.720	**Balance.** Auto-calculated.
1.721	**Wooden-Money Flag.**
1.722	**Credit Bid Flag.**
1.723	**Cost—can have several.** Derived from Outgoing Funds items.
1.724	**Total of Sales Costs.** Auto-calculated.
1.725	**Proceeds Distribution—can have several.** Derived from Outgoing Funds items.
1.726	**Lien.** Must be a valid Lien for this parcel.
1.727	**Total of Sales Proceeds.** Auto-calculated.
1.728	**Deed or Title Document.**
1.729	**Issued-to-Seller Date.**
1.730	**Publication.**
1.731	**Service Request.** Must be a valid Service Request.
1.732	**Newspaper Name.**
1.733	**News Service Provider or Publisher.**
1.734	**Name.**
1.735	**Address**—parsed into standard Address elements.
1.736	**Date.**
1.737	**Publisher's Reference Number.**
1.738	**Ad Copy.**
1.739	**Invoice.** This would be redundant with an Expense Reimbursement Claim or Third-Party Invoice, or Outgoing Funds transaction, associated with this Publication.
1.740	**Number.**
1.741	**Date.**
1.742	**Amount.**
1.743	**Recording at County Recorder.**
1.744	**Service Request.** Must be a valid Service Request.
1.745	**Description.**
1.746	**Delivery Date.**
1.747	**Delivery Method.** Valid values: mail; in person; electronically.
1.748	**Recording Date** (as evidenced by Recorder's stamp).
1.749	**Recording Employee.** Must be a valid Employee.
1.750	**Recording Number.**
1.751	**Recording Fee Amount.** Payment of this fee would be shown as an Outgoing Funds item, referencing this Recording item.
1.752	**Scanned Image(s).**
1.753	**Fee Charge** (Sheriff's charge for services).
1.754	**Service Request.** Must be a valid Service Request.
1.755	**Date.** Auto-generated.
1.756	**Type.** Auto-generated; may also be user-entered. Valid values: disbursement processing fee; bad check fee; vehicle inspection fee; others to be determined.

1.757	Amount. Default is auto-calculated; user may edit. Example of default rules: If Case Type = child support, then zero. For fees associated with Disbursements (Outgoing Funds): if Reference Type ≠ payment to creditor, then zero; if Paid-Out Amount ≤ $10, then zero.
1.758	Reason. Must be entered when Fee Amount ≠ default.
1.759	Received Funds (incoming funds including collections, fee deposits, and fee payments).
1.760	Date and Time. Auto-generated.
1.761	Received Amount. Must equal total of Service Request Amounts.
1.762	Method. Valid values: cash; check processed by CMU; check processed by lockbox service; cashier's check; certified check; credit card; debit card; electronic funds transfer. [In MAPAS: [P – Personal Check, B – Business Check, C- Cash, M- Money Order, T-Travelers Check, K-Cashier's Check or Certified Check]
1.763	Receiving Location. Auto-generated. Must be a valid CMU Office.
1.764	Receiving Mode. Valid values: counter; mail; electronic.
1.765	Receipt Printed Flag. Indicates that a receipt was physically printed.
1.766	Manual Receipt Flag. Used if system was down and receipt was handwritten.
1.767	Received From (the drawer—person or entity on whose bank account the check or charge is drawn—or person providing cash or a cashier's check). If this is a Principal Party in a Case referenced by the Fund-Accounting Entry, then that specific Principal Party must be indicated.
1.768	Drawee (the bank or other financial institution where the check can be presented for payment).
1.769	Check Number.
1.770	ABA Routing Number.
1.771	Fund-Accounting Entry—can have several.
1.772	Service Request. Must be a valid Service Request.
1.773	Fund Type. Auto-generated based on Fund Balances and "pecking order" rules. Valid values: general trust; exemption trust; third-party trust; fees.
1.774	Amount.
1.775	Memo.
1.776	Dishonored Date.
1.777	Demand to Redeem Payment (sent out to recover funds from bad checks and similar items).
1.778	Item (reference to the bad check or other such item).
1.779	Recipient. Must be a valid Principal Party in a Case associated with the Item.
1.780	Redemption Amount (including bad-check fees).
1.781	Redemption Deadline Date.
1.782	Referral to Tax Collector—Mailed Date.
1.783	Bank Deposit.
1.784	Expense Reimbursement Claim or Third-Party Invoice.
1.785	Service Request. Must be a valid Service Request.
1.786	Cost Type. Valid values: keeper fee; publication cost; survey monument fee, documentary transfer tax, recorder fee, title insurance, notary fee; sale cost; witness fee; mileage reimbursement; prior costs; preliminary change of ownership; certificate of sale (RCS) ordered; RPC recorder fee & additional pages; city & county taxes; refund; others to be determined.
1.787	Invoice or Receipt.
1.788	Date.
1.789	Payor. Must be either a valid Employee or a Principal Party in the Case.
1.790	Payee. Can be a Principal Party for that Service Request, or another payee.

1.791	**Address**—parsed into standard address elements. Snapshot from Principal Party if available, otherwise key entered.
1.792	**Telephone**. Snapshot from Principal Party if available, otherwise key entered.
1.793	**Email**. Snapshot from Principal Party if available, otherwise key entered.
1.794	**Amount.**
1.795	**Description or Reason.**
1.796	**Outgoing Funds** (payments to a third party, or disbursed to a creditor or debtor).
1.797	**Date and Time.** Auto-generated.
1.798	**Paid-Out Amount.**
1.799	**Method.** Valid values: county warrant; cash; eCAPS journal voucher; EFT.
1.800	**Warrant.** Used when Method = county warrant.
1.801	**Number.**
1.802	**Issue Date.**
1.803	**eCAPS Journal Voucher Number.** Used when Method = eCAPS journal voucher.
1.804	**Responsible Employee.** Must be a valid Employee.
1.805	**Payee.** If this is a Principal Party in a Case referenced by the Fund-Accounting Entry, then that specific Principal Party must be indicated; otherwise the Payee's name and address must be properly captured as needed based on Method.
1.806	**Name**—parsed into standard name elements.
1.807	**Address**—parsed into standard address elements.
1.808	**Payee Type.** Valid values: creditor; debtor; third party; CMU fee.
1.809	**Location.** Auto-generated. Must be a valid CMU Office.
1.810	**Cancellation.**
1.811	**Date.** Auto-generated.
1.812	**Reason.**
1.813	**Fund-Accounting Entry—can have several.** This is to distribute (apportion) the payment into multiple accounting categories.
1.814	**Service Request.** Must be a valid Service Request.
1.815	**Expense Reimbursement Claim or Third-Party Invoice.** If applicable. Must be a valid Claim or Invoice.
1.816	**Fund Type.** Auto-generated based on Fund Balances and "pecking order" rules. Valid values: general trust; exemption trust; third-party trust; fees.
1.817	**Cost Type.** Valid values: survey monument fee, documentary transfer tax, recorder fee, title insurance, notary fee; sale cost; witness fee; witness mileage reimbursement; prior costs; preliminary change of ownership; certificate of sale (RCS) ordered; RPC recorder fee & additional pages; city & county taxes; refund
1.818	**Amount.**
1.819	**Invoice Number.**
1.820	**Memo.**
1.821	**Reference** (associates the cost with a particular item within a Service Request).
1.822	**Type.** Valid values: lien; refund; reimbursement or third-party payment; recording at county recorder; others to be determined.
1.823	**Item.** Must be a valid item for the data element indicated by Reference Type. If Type = refund, must be a valid Received Funds Fund-Accounting Entry.
2.0	**2. Basic Case Information**
2.1	The system ensures that ISS or administrator approval is obtained for any changes in a Case's Court or Authority, Authority's Case Number, and Control Office once the Case has been created.

2.2	For all screens where basic Case information is displayed, the system displays the Case's Court or Authority Name and Address.
2.3	If a user's Assigned Office is different from a Case's Control Office, then the system does not allow that user to edit that Case.
2.4	The system provides a query screen by which users can view a list of Cases that meet user-specified criteria. Users can specify criteria from any relevant data element, and from multiple data elements. Users can then select a Case from the list, and view the Case detail data.
2.5	While creating a Case in ACES, when the user enters the Court or Authority and the Authority's Case Number, the system checks to see if there is already a Cases in the system with that combination of values, and if so prompts the user to view the existing case. The system requires that every case have a unique combination of these values.
3.0	**3. Cashiering**
3.1	A user can void a transaction.
3.2	RECEIVED FUNDS
3.3	The system requires a valid Service Request for all Received Funds.
3.4	The system provides the user with relevant Case and Service Request information to apply funds collected.
3.5	The system can apply Received Funds collected from one source to multiple Cases (for example, one check from an employer containing funds for several employees' wage garnishments).
3.6	The system provides the means for users to provide payers with a paper receipt and/or an electronic receipt.
3.7	Receipts contain Date, Received Amount, and Method, and may also contain other data.
3.8	The system warns users whenever a collection amount exceeds the Amount to Satisfy.
3.9	The system tracks dishonored checks, and adjusts Case Fund Balances accordingly. The system requires users to cancel any in-process disbursements that would therefore lack sufficient funds.
3.10	The system provides the means for users to print a Demand to Redeem Payment that shows relevant data.
3.11	The system provides the means for users to print a Referral to Tax Collector on required forms as shown in Appendices A, B, C, and D. (The Treasurer-Tax Collector then performs collection actions.)
3.12	The system processes credit/debit card payments through an interface with Link2Gov. (Interface requirements are described in Statement of Work Exhibit B-2, Technical Requirements.)
3.13	Credit/debit card processing conforms to the most current payment card industry data security standard (PCI-DSS) encryption.
3.14	ACES does not record or store credit/debit card numbers, personal identification numbers (PINS), or similar sensitive information from credit/debit card transactions.
3.15	The system must automatically add convenience fee(s) based on received funds method.
3.16	The system processes electronic fund transactions, capturing approval code, date/time approved, rejection code, rejection description.
3.17	OUTGOING FUNDS
3.18	The system sets the default Requisition Date based on Payment Method, Paid-Out Amount, and Writ Type. System adminstrators can change the algorithm for setting this default.
3.19	The system blocks collections and payouts for Cases or Service Requests that have a Stay Order applied to them, depending on the verbiage in the Stay Order

3.20	FEES	
3.21	The system automatically calculates fees based on fee-charging rules and schedules, and automatically debits/credits the Case's fund balances accordingly.	
3.22	If Outgoing Funds are disbursed to a creditor (Payee Type = creditor, and Fund Type = general trust or collection trust), then the system automatically charges a disbursement processing fee to the Case account.	
3.23	The system provides a means for system administrators to update default fee schedules, including the disbursement processing fee.	
3.24	Users can adjust the Amount charged for a disbursement processing fee, and then must enter the reason for this change.	
3.25	The system distinguishes fee-exempt government agencies and then processes their Service Requests without a fee.	
3.26	The system distinguishes fee-advance government agencies and then processes their Service Requests without a fee advance.	
3.27	The system charges no fee for Service Requests to serve criminal subpoenas.	
3.28	BANKING	
3.29	Only certain users can enter bank adjustments. (must be a privilige based field)	
3.30	Users can enter bank deposits. The system calculates and prints receipt list (detailed) and the bank deposit list.	
3.31	The system requires that authorized users confirm bank deposits.	
3.32	The system must be able to print a counter receipt and/or an electronic receipt or the option to not print a receipt if just a dropoff.	
3.33	Access to functions for processing outgoing funds (disbursements, refunds, vendor payments, etc.) is assigned only to a select set of users, and the process is controlled through an approval workflow.	
3.34	System records all financial transactions against various funds including:	
3.35	• Fees, including fee deposits received and refunded, and fees earned for specific service requests	
3.36	• Expense payments for specific service requests, including deposits, accruals, and payments to vendors	
3.37	• Collections from debtors, employers, purchasers, and others, and disbursements to creditors and third parties	
3.38	• Exemptions	
3.39	• Documentary Transfer Tax, including deposits received and payments made	
3.40	• Third Party Claims	
3.41	• Cash bonds	
3.42	• Other funds that may be added from time to time during the life of the System	
3.43	Users can adjust or cancel financial transactions in a manner consistent with generally accepted accounting practices.	
3.44	Users can change fees to be charged, or fees already earned, for a particular service request.	
3.45	Users can make entries (adjustments) for:	
3.46	• Dishonored Check	
3.47	• Counterfeit money	
3.48	• Incorrect Amount	
3.49	• Applied to wrong case and/or fund	
3.50	• Overage fund error	
3.51	• Escheatment	
3.52	System cross-references a dishonored check with subsequent funds collected against that dishonored check.	
3.53	System maintains and displays a running balance of funds.	

3.54	System tracks any funds that the Treasurer/Tax Collector Department receives for the dishonored checks. System excludes bad-check penalties from CMU accounts.
3.55	System shows the transaction history for funds and accounts.
3.56	If the creditor/litigant is a forma pauperis, the system waives (does not charge) a service request transaction fee. However, the system does not waive non-waivable fees and charges such as keeper's fee, towing fee, storage fee, etc.
3.57	System deducts Sheriff Fees from the collection received from a forma pauperis service request.
3.58	System automatically deducts Superior Court fee listed on writ of execution 19b and sets up payment to designated court.
3.59	System does not charge fees for any service request with the associated fee status of "Criminal or Juvenile Subpoena".
3.60	Authorized users can cancel a payment requisition at any step in the process.
3.61	If an authorized users cancels a payment requisition after it has been already been transmitted to ECAPS (for processing into checks or warrants), then the system requires the user to enter information attesting that the corresponding ECAPS transaction was also cancelled.
3.62	The system generates invoices for agencies of the County of Los Angeles. Users can edit and reissue any invoice in case of contested charges.
3.63	The system reconciles ECAPS journal vouchers received against invoices sent, and makes adjustments consistent with generally accepted accounting practices. The system displays on one screen multiple invoices to be reconciled.
3.64	Based on service-request activity, the system automatically calculates amounts to be paid out or collected, and initiates payment requisitions, journal vouchers, fees, charges, invoices, and financial transactions.
3.65	System requires supervisory approval for a disbursement that would create a negative fund balance for the case.
3.66	The system automatically adjusts the Date Received/Interest To Date on a Collection
3.67	The system aids the user in determining the Interest Cease Date based on:
3.68	• Amount, e.g., lump sum amount is equal to or greater than the Amount to Satisfy.
3.69	• Writ Type, e.g., no interest is allowed for a writ of attachment
3.70	• Service Request Type, e.g., date to cease interest for an earnings withholding order is not the same as a bank garnishment.
3.71	System automatically adjusts the "Amount to Satisfy" based on the calculated interest.
3.72	The system generates and prints a bank deposit list for receipted monies daily, and tracks bank deposits.
3.73	The system does not permit disbursements to be approved by the same user who received the corresponding collection.
3.74	System automatically calculates and charges the debtor the Disbursement Processing Fees (DPF) for issuing the warrant for the monies collected. This fee is applied to the balance of the judgment.
3.75	Users can refund an overpayment received for collections, or refund a cash bond.
3.76	Users can generate disbursements for the following:
3.77	• Pay Exemption Amounts
3.78	• Pay Labor Claim
3.79	• Pay Lien Holder Amount
3.80	• Pay Other Trust
3.81	• Pay Third Party Claim
3.82	Refunds are cross-referenced with the received-fund transaction being refunded.
3.83	Received funds are applied to specific service requests when applicable.

3.84	System ensures that users enter the reason for the refund of collection (i.e. due to overpayment, cash bond etc).
3.85	System applies a fund balance to fees before allowing any refunds against that fund.
3.86	Financial transactions pertaining to the case, including refunds, are displayed on the case summary view.
3.87	Fund balances are calculated each time a transaction hits a fund, and the fund balance at that point in time is stored along with the transaction history.
3.88	System cross-references disbursements with all corresponding items relevant to the disbursement, such as exemptions, labor claims, liens, etc.
3.89	System charges the creditor for the cost of services performed by third parties (such as storage fees, keeper fees etc) regardless of whether the creditor is "Forma Pauperis" or government.
3.90	System automatically generates invoices to bill government agencies for services charged to their cases.
3.91	System adjusts the ATS (Amount to Satisfy) for the case with all monies that have been collected by the levy or levies.
3.92	System update each warrant's status daily from the postback file from eCAPS.
3.93	System alerts an appropriate user when fund balances reach a certain amount (the amount will be based on business rules projecting future costs of services currently in use such as a keeper, storage fees, etc.)—"low fund balance alert."
3.94	The low fund balance alert calculates all levies with ongoing services against fund balance of the case.
3.95	The trust fund balance distinguishes between: (a) funds that have been cleared, and (b) pending funds, I.e., monies received but not yet available for disbursement or refund, showing the date they will become available.
4.0	**4. Principal Party**
4.1	The system associates each Principal Party with a Case.
4.2	The system provides a means to view deactivated Principal Parties.
5.0	**5. Eviction**
5.1	System ensures that the Writ of Possession includes all of the following information : [CCP 153, 715.020, 715.010]
5.2	• Seal of the Court
5.3	• Date of issuance of Writ
5.4	• Title of court where judgment was entered
5.5	• Basic Case Information (i.e. Case Number)
5.6	• Cause of Action
5.7	• No lock out prior to
5.8	System prints the following Levy Notification packet to be served:
5.9	• Copy of the Writ of Possession of Real Property
5.10	• Copy of Claim of Right to Possession (unless a summons, complaint and prejudgment claim of Right to Possession was served upon the occupants in accordance with the CCP 415.46, 715.010 (c))
5.11	• Claim of Right to Possession and Notice of Hearing Claim
5.12	• Notice to Vacate
5.13	o Date of the service
5.14	o Date of posting
5.15	o Last day of possession
5.16	o Address of Levying Officer
5.17	o Telephone number of Levying Officer
5.18	Restoring Possession (Eviction) & Computation of time

5.19	System computes the date of Eviction (i.e. 5 days from the service of the Notice to vacate) using the following guidelines:
5.20	• If the last day (5th day) falls on a Saturday or Sunday or other holiday then system extend to and including the next day which is not a holiday. Please refer to CCP 12(a) for more details
5.21	• System calculate the 5 days by excluding the first day, and including the last, unless the last day is a holiday and then it is also excluded.
5.22	Notice to Vacate Served After filling Petition in Bankruptcy
5.23	• System does not schedule an eviction if there is a bankruptcy filed on the case which has resulted into an automatic stay on the case.
5.24	• System will schedule serving a 5 day notice once the lift order has been received and the eviction will be scheduled using the same 5 day guidelines provided above.
5.25	Users can void an Arietta Claim once it is processed on a given case.
5.26	System will produce a unique code on the eviction notice letter for the creditor to cancel if necessary. (unique code must be a searchable searchable data element)
6.0	**6. Service Request**
6.1	The system includes a wizard to guide users through creating a Service Request, so that only the relevant data fields are presented, based on what is relevant for each Service Request Type, and other business rules.
6.2	The user is able to select a Service Request Type based on Judicial Council form name or form number.
6.3	The system warns a user if there is insufficient time to perform the Service Request, by comparing the current date with the Last Day to Serve Date.
6.4	The system prints a Service Request Ticket that provides needed information to the enforcing deputy. The Ticket also provides blanks for the deputy to record enforcement efforts. The layout, fields, and queries used to generate the Ticket can be revised from time to time by system administrators. The Ticket information needed is:
6.5	Service Request Number
6.6	Service Request Title/Description
6.7	Service Request Type
6.8	Intake Office
6.9	Control Office
6.10	Serving Office actually doing the serving
6.11	Serving Office in whose territory the service address is located (automatically calculated)
6.12	Office serving area
6.13	Case Number
6.14	Case Title
6.15	Court or Authority Name And Address
6.16	Requestor
6.17	Attorney Of Record Name, Address, Telephone, Email
6.18	Levy Instructions
6.19	Description Of Property To Be Levied
6.20	Service address
6.21	Property address
6.22	Preferred Date To Levy
6.23	Special instructions
6.24	Available fee or unearned fee (other than for a fee-exempt process)
6.25	Disposition

6.26	The system captures the name of the supervisor who reviewed the Service Request for accuracy.	
6.27	The system tracks changes (corrections) after the Service Request has been created.	
6.28	FICTITIOUS BUSINESS NAME STATEMENT	
6.29	The system:	
6.30	a. Captures the fictitious business name and address listed in the fictitious business name statement (relevant data elements are within Principal Parties section)	
6.31	b. Requires the user to validate that the fictitious business name statement is certified.	
6.32	c. Requires the user to validate that the fictitious business name statement is not expired.	
6.33	d. Requires the user to validate that no third parties are listed in the fictitious business name statement.	
6.34	e. Displays an error message and prevent the user from proceeding if b, c, or d are not validated.	
6.35	f. Provides a means for the user to scan any supporting documents and have them related to their appropriate section.	
6.36	The system warns the user when a Preferred Levy Date is less than a system-administrator-set number of days after the current date.	
6.37	LEVY PACKET - WRIT OF ATTACHMENT	
6.38	The system generates and prints the below for service on the garnishee bank:	
6.39	a. Writ of attachment	
6.40	b. Right to Attach Order	
6.41	c. Notice of Attachment (AT-165) containing:	
6.42	i. Attorney of Record/Plaintiff in Pro Per	
6.43	1. Name	
6.44	2. Address	
6.45	3. Telephone	
6.46	4. FAX	
6.47	5. E-mail address	
6.48	6. Name of Attorney's client	
6.49	ii. Court Branch :	
6.50	1. Name	
6.51	2. Address	
6.52	iii. Sheriff Control Branch:	
6.53	1. Name	
6.54	2. Address	
6.55	3. Telephone	
6.56	iv. Case Title	
6.57	v. Case number	
6.58	vi. Levying Officer Number	
6.59	vii. Person Notified: name of garnishee bank	
6.60	viii. Description of the property	
6.61	ix. Claim and costs amount	
6.62	x. Date of printing	
6.63	xi. Name employee who printed the Notice of Attachment	
6.64	d. Memorandum of garnishee containing:	
6.65	i. Attorney of Record/Plaintiff in Pro Per	

6.66	1. Name
6.67	2. Address
6.68	3. Telephone
6.69	4. FAX
6.70	5. E-mail address
6.71	6. Name of Attorney's client
6.72	ii. Court Branch :
6.73	1. Name
6.74	2. Address
6.75	iii. Sheriff Control Branch:
6.76	1. Name
6.77	2. Address
6.78	3. Telephone
6.79	iv. Case Title
6.80	v. Case number
6.81	vi. Levying Officer Number
6.82	vii. Person Notified: name of garnishee bank
6.83	viii. Description of the property
6.84	LEVY PACKET - WRIT OF EXECUTION
6.85	The system generates and prints the below documents for service on the garnishee bank.
6.86	a. Notice of Levy (EJ-150) containing:
6.87	i. Person Notified: Name of bank garnishee
6.88	ii. Debtor name
6.89	iii. Description of the property
6.90	iv. Common street designation (if applicable)
6.91	v. Creditor Attorney, if any :
6.92	1. Name
6.93	2. Address
6.94	3. Attorney for:
6.95	a. Creditor
6.96	b. Assignee
6.97	vi. Total amount due
6.98	vii. Levy fee
6.99	viii. Sheriff's disbursement fee
6.100	ix. Total
6.101	x. Daily interest
6.102	xi. Statement, "The amount necessary to satisfy the creditors judgment is x dollars plus x dollars interest per day from issuance date of garnishment to the date of service".
6.103	xii. Capacity as Garnishee
6.104	xiii. Issuance date of notice of levy
6.105	xiv. Name of employee signing
6.106	xv. Court:
6.107	1. name
6.108	2. address
6.109	3. Branch Name

6.110	xvi. Case title
6.111	xvii. Levying officer:
6.112	1. Name
6.113	2. Address
6.114	3. Telephone
6.115	xviii. Court case number
6.116	xix. Levying Officer File Number
6.117	xx. designation as writ of execution (money judgment)
6.118	b. Writ of Execution (money judgment)
6.119	c. Affidavit of Identity, if any, 699.545, 700.010 CCP
6.120	d. Affidavit for issuance of writ for support, if any 5104 FAM
6.121	e. Attachment 20, if any
6.122	f. Exemptions list and list of exemption amounts if the debtor or third party is a natural person. See WRIT component.
6.123	g. Memorandum of Garnishee containing:
6.124	i. Person Notified: Name of bank garnishee
6.125	ii. Creditor Attorney, if any :
6.126	1. Name
6.127	2. Address
6.128	3. Attorney for:
6.129	a. Creditor
6.130	b. Assignee
6.131	iii. Capacity as garnishee
6.132	iv. Court:
6.133	1. name
6.134	2. address
6.135	3. Branch Name
6.136	v. Case title
6.137	vi. Levying officer:
6.138	1. Name
6.139	2. Address
6.140	3. Telephone
6.141	vii. Court case number
6.142	viii. Levying Officer File Number
6.143	DEFENDANT NOTIFICATION PACKET - WRIT OF ATTACHMENT
6.144	The system generates and prints the below for service on the defendant's attorney of record (defendant in pro per/attorney):
6.145	a. Writ of Attachment
6.146	b. Right to Attach Order
6.147	c. Copy of undertaking unless waived by the court
6.148	d. Notice of Attachment (AT-165) with the below contents:
6.149	i. Attorney of Record/Plaintiff in Pro Per
6.150	1. Name
6.151	2. Address
6.152	3. Telephone
6.153	4. FAX
6.154	5. E-mail address

6.155	6. Name of Attorney's client
6.156	ii. Court Branch :
6.157	1. Name
6.158	2. Address
6.159	iii. Sheriff Control Branch:
6.160	1. Name
6.161	2. Address
6.162	3. Telephone
6.163	iv. Case Title
6.164	v. Case number
6.165	vi. Levying Officer Number
6.166	vii. Person Notified: name of garnishee bank
6.167	xviii. Description of the property:
6.168	xiv. Capacity as a Defendant
6.169	xv. Claim and costs amount
6.170	xvi. Date of printing
6.171	xvii. Name of employee who printed the Notice of Attachment
6.172	The system prints two copies of the duplex two-page Earnings Withholding Order or Earnings Withholding Order for Support.
6.173	The system generates and prints one copy of the Employer's Return
6.174	The Earnings Withholding Order and Employer's Return must contain:
6.175	a. Requestor name, address, telephone, Bar Number, fax and email
6.176	b. Court name
6.177	c. Title (Plaintiff, Defendant)
6.178	d. Levying Officer Number
6.179	e. Court Case Number
6.180	f. Employer name and address
6.181	g. Debtor employee name and address
6.182	h. Employee social security number, if any
6.183	i. Name of the Sheriff's employee who printed the EWO
6.184	j. Judgment and costs amount
6.185	k. Periodic payment amount, if any.
6.186	l. date of printing
6.187	The system captures, stores, and displays a Notice of Lien directed to other agencies (DMV, Secretary of State, Fair Housing Dept., etc.).
6.188	Users can identify the last day for an arrestee to voluntarily appear on a warrant. See MAPAS form MA1CW20.
6.189	The system calculates and prints the last day to respond to the letter on the "Notice to appear on Warrant letter".
6.190	The user can select, display and print the days, times and the court address where the arrestee may appear.
6.191	1. Days and times of court hours will vary between different courts. System has a way to change.
6.192	Promise to Appear
6.193	The system prints three copies of the Promise to Appear if the arrestee can be released on a promise to appear.
6.194	The system prints a box to memorialize each data element that must be captured or displayed on the DISPOSITION SCREEN for each SERVICE REQUEST.

6.195	The system prints the INFORMATION GUIDE on the back of the SERVICE TICKET. The INFORMATION GUIDE generally is a training aid that summarizes the procedures for properly performing the SERVICE REQUEST.
6.196	The system has parameters that print data elements on the notice of DISPOSITION form that is specific for each SERVICE REQUEST type.
6.197	If a Principal Party has been set up with more than one Role (or Type) in the Case, then the user is prompted to select which Role (or Type) applies to this Service Request.
6.198	Entering a Keeper's number in their field will auto populate their information.
7.0	**7. Disposition**
7.1	The system prints the Service Request Number as a barcode on Service Tickets, and users with barcode readers on their workstations can scan the barcode to display the associated Service Request's data.
7.2	The system displays a single screen (disposition screen) containing the following data:
7.3	Authority
7.4	Case number
7.5	Case title
7.6	Serving, Intake, and Control Offices
7.7	Service Request number and description
7.8	Unearned fee available for a service request, other than fee exempt process
7.9	Earned fee calculated by the system upon entry of a final disposition, other than fee exempt process
7.10	Fee deposit prior to entry of a disposition
7.11	Fee deposit remainder calculated by the system after entry of a final disposition
7.12	Name and identifier of the serving Registered Process Server
7.13	Name and employee number of the employee responsible for the disposition.
7.14	Date and time of disposition
7.15	Name and employee number the employee entering the disposition.
7.16	Date and time of entry of disposition
7.17	An additional service address at which the disposition occurred if it is different from the service address.
7.18	System administrators can set access controls so that only supervisors can modify a final disposition.
7.19	The System calculates the daily levy fee beginning on the second day of a keeper installation.
7.20	Upon entry of the keeper fee request, the system calculates the keeper's fee based on in and out times.
7.21	The system prints on the service ticket an acknowledgement to be signed by the keeper indicating that the keeper has received the ATS printout and has read the service ticket and Sheriff's Instructions.
7.22	The system prints Sheriffs instructions for attachment to the service ticket.
7.23	Users can scan, store, display, and print the marked-up service ticket.
7.24	The system prints statutory language regarding notary on proof of service.
7.25	The system automatically schedules reimbursement of the revolving fund if the witness fee was paid from the revolving fund upon entry of a final Disposition.
7.26	The system prints the Notice of Capacity with the following information:
7.27	Name and capacity of the person served, e.g., Mike Torres, A1 Company, a corporation.

7.28	Name and title of the person who is served on behalf of the person to be served (authorized agent), e.g., Tom Jones, agent for Mike Torres or Mike Torres, President of A1 Company, Incorporation.
7.29	CCP section (416.10 (Corporation), 416.60 (Minor), 416.20 (Defunct Corporation), 416.70 (Conservatee), 416.40 (Assoc/Partnership), 416.90 (Individual), Other, 416.30 (Joint Stock Co./Assoc.), 416.50 (Public Entity), 415.46 (Occupant), 415.95 (Business Org., Form unknown)
7.30	Name and title of the person the process was left with if service is by substitution or constructive service.
7.31	Date of mailing
7.32	Name of mailed document
7.33	Name, title and address of the addressee
7.34	Service Address
7.35	Trial Court Reduction date
7.36	Fictitious name (Doe)
7.37	Name and identifier of additional document(s)
7.38	The system calculates the fee amount to be refunded based on business rules, and users can schedule the refund.
7.39	The system automatically schedules the number of days to refund fees depending on the type of service request.
7.40	The system should prevent refunds until disposition of service request
8.0	**8. Real Estate**
8.1.1	The system ensures that the following **INTAKE DOCUMENTS** are scanned into the case record, with the applicable key data elements entered as structured data:
8.1.2	For any real estate attachment and/or sale:
8.1.3	■ Original writ of attachment, execution, or sale
8.1.4	■ Recorder's map
8.1.5	■ Recorder's face sheet, if any
8.1.6	■ Sheriff's Instructions containing:
8.1.7	- name, address and telephone number of requestor (creditor's attorney or creditor without an attorney
8.1.8	- legal entity of debtor (or defendant) if not a natural person
8.1.9	- common street address, if any
8.1.10	- name and last known address of debtor (or defendant) whose interest is being levied upon
8.1.11	- description of the debtor's (or defendant's) interest to levied
8.1.12	- expiration date of leasehold estate (if applicable)
8.1.13	- whether property contains a dwelling
8.1.14	For a writ of attachment, the sheriff's instructions also contains:
8.1.15	- statement instructing the levying officer to levy
8.1.16	For a writ of execution, the sheriff's instructions also contains:
8.1.17	- statement instructing the levying officer to levy and/or sell
8.1.18	For a writ of sale, the sheriff's instructions also contains:
8.1.19	- statement instructing the levying officer to levy and sell
8.1.20	For a writ of sale on a foreclosure, the sheriff's instructions also contains:
8.1.21	- name of third party in whose name the debtor's interest stands
8.1.22	For a writ of sale on a Mello-Roos assessment foreclosure, the sheriff's instructions also indicates:
8.1.23	- whether property contains dwellings for more than 4 families

8.1.24	For a writ of attachment (either ex parte or after hearing):
8.1.25	■ Order for issuance of writ of attachment
8.1.26	■ Summons and complaint, if any
8.1.27	For a writ of attachment ex parte:
8.1.28	■ Affidavit in support of ex parte application
8.1.29	For a writ of execution:
8.1.30	■ Affidavit for support, if applicable (FC 5104)
8.1.31	■ Attachment 20, if any
8.1.32	For a writ of execution in which (a) debtor is a natural person, AND (b) NOT a leasehold estate with unexpired term of LESS THAN 2 years, AND (b) property contains a dwelling:
8.1.33	■ Certified order to sell
8.1.34	■ Application for order to sell (can be submitted later in the process)
8.1.35	For a writ of sale on a judgment of partition:
8.1.36	■ Interlocutory judgment containing:
8.1.37	- order to sell the property 872.820 CCP
8.1.38	- division of the sale proceeds 872.820 CCP
8.1.39	- legal description of the property
8.1.40	- any public way, road or street that shall not be sold 873.080(c) CCP
8.1.41	- amount owed by one party to another 873.250 CCP
8.1.42	- specifies sale shall by public and/or private auction 873.520, 873.530 CCP
8.1.43	- any manner, terms or conditions of sale 873.610 CCP
8.1.44	- whether lots or parcels shall be sold separately 873.620 CCP
8.1.45	- any terms for selling the property on credit 873.630 CCP
8.1.46	- any manner of notice of sale in addition to the notice of sale required for an execution sale 873.640 CCP
8.1.47	- contents of the notice of sale including: 873.650 CCP
8.1.48	.property description
8.1.49	·time and place of sale
8.1.50	·statement of the principle terms of the sale
8.1.51	·date and place where bids for a private sale will be received
8.1.52	For a writ of sale on a foreclosure:
8.1.53	■ Decree of foreclosure (**certified copy** of judgment for sale) containing: 726 CCP, 716 CCP
8.1.54	- date of receipt of decree of foreclosure - legal description of property
8.1.55	- direction to sell one or more parcels situated in two or more counties as if all the property were situated in the county 726(d) CCP
8.1.56	For a writ of sale on a foreclosure with a deficiency judgment (typically includes right of redemption), the decree of foreclosure also:
8.1.57	- declares deficiency judgment
8.1.58	- declares the amount of the indebtedness
8.1.59	For a writ of sale on a foreclosure with NO deficiency judgment (typically no right of redemption), other than a Mello-Roos assessment foreclosure, the decree of foreclosure also:
8.1.60	- states deficiency judgment is waived by the creditor or prohibited by 580a CCP
8.1.61	For a writ of sale on a Mello-Roos assessment foreclosure, the decree of foreclosure also:

8.1.62	- states amount of judgment for assessment or reassessment 8832(a) STS HWY
8.1.63	For a writ of sale on a Mello-Roos assessment foreclosure in which the property does NOT contain a dwelling for more than 4 families, the decree of foreclosure also:
8.1.64	- directs notice of sale to be given not less than 20 days after the notice of levy is served on the judgment debtor
8.1.65	- directs request for lienholder instructions 10 days after levy
8.1.66	For a writ of sale on a Mello-Roos assessment foreclosure in which the property contains a dwelling for more than 4 families, the decree of foreclosure also:
8.1.67	- directs sale 120 days after levy
8.1.68	For a writ of execution or a writ of sale:
8.1.69	■ Sale Instructions
8.1.70	The system indicates the date of receipt of all documents in the case record.
8.2.1	The system generates and prints a **LEVY PACKET** containing the following documents:
8.2.2	■ Writ
8.2.3	■ Recorder's Map
8.2.4	■ County Recorder's Face sheet as required by the County Recorder
8.2.5	■ Notice of Levy (or Notice of Attachment if writ of attachment) containing:
8.2.6	–name, address and telephone number of requestor (creditor's attorney or creditor without an attorney
8.2.7	–LA County Recorder name and address as person notified as county recorder's office
8.2.8	–name and last known address of debtor (or defendant)
8.2.9	–legal description of the property
8.2.10	–Assessor's Parcel Number (APN)
8.2.11	–common street address, if applicable
8.2.12	–Control Branch name, address and telephone number
8.2.13	–name and address of the requestor (plaintiff's attorney or plaintiff without an attorney)
8.2.14	–Authority name and address
8.2.15	–case number of court or state agency
8.2.16	–levying officer file number
8.2.17	–date of issuance of this Notice
8.2.18	–name of person issuing Notice of Levy (levying officer or registered process server)
8.2.19	For a writ of attachment:
8.2.20	• the notice of attachment also contains:
8.2.21	–amount to satisfy (writ amount plus levying officer fees—"claim and costs")
8.2.22	–name and address of any record owner other than the defendant
8.2.23	• the levy packet also contains:
8.2.24	■ Order for Issuance of Writ of Attachment and Right to Attach Order
8.2.25	■ Affidavits in support of ex parte application—if writ of attachment is ex parte
8.2.26	For a writ of execution:
8.2.27	• the notice of levy also contains:
8.2.28	–name and address of record owner other than debtor, if applicable

8.2.29		–amount to satisfy (writ amount plus daily interest plus levying officer fees)
8.2.30		• the levy packet also contains:
8.2.31		■ Attachment 20, if any
8.2.32		■ Affidavit for support (FC 5104), if applicable
8.2.33		■ Affidavit of identity, if applicable
8.2.34		For a writ of sale on a Mello-Roos assessment foreclosure:
8.2.35		• the notice of levy also contains:
8.2.36		–amount of judgment for assessment or reassessment
8.3.1		The system captures the following information regarding the **DELIVERY OF THE LEVY PACKET TO THE COUNTY RECORDER, AND THE RECORDING OF THE LEVY:**
8.3.2		– date Levy Packet sent to recorder's office
8.3.3		– method of delivery to recorder's office
8.3.4		-mail
8.3.5		-in person
8.3.6		-electronically
8.3.7		– date and time of recording as evidenced by the recorder's stamp
8.3.8		– recorder's document number
8.3.9		– name and title of person (levying officer or registered process server) who recorded the levy
8.3.10		– Control Branch name and address
8.3.11		– Recorder fee:
8.3.12		-Amount
8.3.13		-Method of payment:: Cash; County warrant number
8.3.14		– ECAPS transfer
8.3.15		-Payment date
8.4.1		The system generates and prints a **LEVY NOTIFICATION PACKET** containing the levy packet documents/data with the following exclusions and additions:
8.4.2		Excludes:
8.4.3		■ Recorder's map
8.4.4		■ County Recorder's face sheet
8.4.5		Adds:
8.4.6		– CMU employee name issuing notice
8.4.7		– Date and manner of service (personal, mail) of the Levy Notification Packet
8.4.8		– Date of recording
8.4.9		– Name and title of person (levying officer or registered process server) who recorded the levy
8.4.10		– Name(s) and address(es) of person(s) served, e.g., defendant, defendant's attorney, record owner
8.4.11		For writs of execution or sale, in which debtor is a natural person OR writ is not for support, also adds:
8.4.12		– Exemption list and exemption amount list
8.5.1		The system captures the following information from the paper service ticket or the registered process server's proof of service for the **LEVY NOTIFICATION PACKET SERVICE:**
8.5.2		– Debtor (or defendant)
8.5.3		–name and address of debtor (or defendant)
8.5.4		–date of service

8.5.5	—manner of service: personal or mail
8.5.6	—name of person (levying officer or registered process server) who served the Levy Notification Packet
8.5.7	— Third Party(ies) (includes owner of record if different than debtor or defendant)
8.5.8	—name and address of third party
8.5.9	—date of service
8.5.10	—manner of service: personal or mail
8.5.11	—name of person (levying officer or registered process server) who served the Levy Notification Packet
8.5.12	— Occupant 700.015 CCP
8.5.13	—name and address of occupant party
8.5.14	—date of service
8.5.15	—manner of service: personal or leaving with agent, with name of person (levying officer or registered process server) who served the Levy Notification Packet
8.6.1	The system generates and prints a **REQUEST FOR LIENHOLDER INSTRUCTIONS**(requesting instructions to mail a notice of sale to the holders of liens on the property to be sold7 01.540(h) CCP 701.540 CCP) except for either a writ of attachment OR a writ of sale on a judgment of partition. The request for lienholder instructions contains the following information:
8.6.2	— a statement that the requestor must provide the levying officer with either (a) the name(s) of all lienholders on the property as of the date of the levy, pursuant to 701.540(h), OR (b) a statement indicating there no lienholders, if applicable
8.6.3	— Control Office employee issuing Notice of Sale
8.6.4	— Control Office name, address and telephone number
8.6.5	— name and address of the requestor (plaintiff's attorney or plaintiff without an attorney)
8.6.6	— Authority name and address
8.6.7	— case number of court or state agency
8.6.8	— levying officer file number
8.6.9	— date of mailing the Request For Lienholder Instructions
8.6.10	— name and address of creditor to whom the Request was mailed
8.6.11	— name of employee who mailed the Request
8.6.12	For a writ of sale on a foreclosure, the request for lienholder instructions also contains:
8.6.13	— statement requesting the name of any third person in whose name the judgment debtor's interest stands on the date the levy was recorded
8.7.1	For a writ of sale on a foreclosure (other than on a Mello-Roos assessment) with a deficiency judgment the system prompts the user to mail the request for lienholder instructions after the date of entry of the Decree of Foreclosure, AND within 2 days after levy. 729.010(b)(3), 701.545 CCP
8.8.1	The system verifies that the request for lienholder instructions is mailed no earlier than:
8.8.2	For a writ of execution in which the debtor is a natural person AND the property is NOT a leasehold estate with unexpired term of less than 2 years AND the property does NOT contain a dwelling: 120 days after the date of recording of the levy, plus mailing (5 days for in-state, 10 days for other states, 20 days for international)
8.8.3	For a writ of sale on a foreclosure (other than on a Mello-Roos assessment) without a deficiency judgment: same as above

8.8.4	For a writ of sale on a foreclosure on a Mello-Roos assessment, in which the property does NOT contain a dwelling for more than 4 families: 10 days after the date of recording of the levy 8832 STRS HWYS
8.8.5	For other conditions in which a request for lienholder instructions is generated: 30 days after the date of recording of the levy 701.540 CCP
8.9.1	The system captures the receipt of **LIENHOLDER INSTRUCTIONS** from the requestor (instructing the levying officer to mail a Notice of Sale to the lienholder(s) listed for the return of the instrument creating the lien record at the recorder's office as of the date of recording the levy 701.540 CCP), with a scanned image and the following data:
8.9.2	– date of receipt of Lienholder Instructions
8.9.3	– Lienholders as of date of entry of levy lien (or Decree of Foreclosure):
8.9.4	- name
8.9.5	- address
8.9.6	- lien on date of entry of levy lien (or Decree of Foreclosure)
8.9.7	- whether that lien is senior to the levy lien
8.9.8	– statement instructing levying officer to mail notice of sale to lienholders OR statement that there are no lienholders
8.10.1	The following items are applicable only for a writ of execution in which the debtor is a natural person AND the property is not a leasehold estate with unexpired term of less than 2 years AND property contains a dwelling:
8.10.2	The system generates and prints a **DEMAND FOR APPLICATION FOR SALE OF DWELLING** 704.750 CCP containing:
8.10.3	–Case Title
8.10.4	–Levying Officer Number
8.10.5	–Statement advising requestor that the property will be released if the levying officer does not receive an Application for Sale of Dwelling within 20 days after the mailing date on the Demand For Application to Sell Dwelling
8.10.6	–Date of service of the Demand for Application for Sale of Dwelling
8.10.7	–Last day to file a copy of the application with levying officer
8.10.8	The system generates and prints a Service Ticket to document the service of the Demand for Application for Sale of Dwelling
8.10.9	The system calculates the date by which the Application for Sale of Dwelling must be received by the levying officer: last day to receive application = date of service of Demand For Application + 20 days + 5, 10 OR 20 days for mailing.
8.10.10	The system advises the user to issue a release if the Application for Sale of Dwelling is not received by the last date to receive application.
8.10.11	The system captures the receipt of **APPLICATION FOR SALE OF DWELLING** 704.750, 704.760 CCP with a scanned image and applicable data:
8.10.12	–declaration under oath
8.10.13	–statement whether or not the records of the county tax assessor indicate that there is a current homeowner's exemption or disabled veteran's exemption for the dwelling and the person or persons who claimed any such exemption, abstract of judgment and/or certified copy of judgment.
8.10.14	–statement whether the dwelling is a homestead and the amount of the homestead exemption, if any
8.10.15	–statement whether or not the records of the county recorder indicate that a homestead declaration under Article 5 (704.910 et seq CCP)) that describes the dwelling has been recorded by the judgment debtor or the spouse of the judgment debtor.

8.10.16	—statement of the amount of any liens or encumbrances on the dwelling, the name of each person having a lien or encumbrance on the dwelling, and the address of such person used by the county recorder for the return of the instrument creating such person's lien or encumbrance after recording.
8.10.17	- Order to Show
8.10.18	- Notice of Hearing
8.10.19	- if the dwelling is located in a county other than the county where the judgment was entered:
8.10.20	—abstract of judgment required by 674 CCP
8.10.21	—certified copy of the judgment required by 697.320 CCP
8.10.22	- hearing date
8.10.23	The system generates and prints a **DEBTOR NOTIFICATION OF ORDER FOR SALE OF DWELLING HEARING** containing:
8.10.24	- Order to Show Cause
8.10.25	- Application for Order for Sale of Dwelling
8.10.26	- Notice of Hearing on Right to Homestead Exemption (EJ-180)
8.10.27	The system validates that the service of the debtor notification of order for sale of dwelling hearing on the debtor is not less than 30 days before the hearing:
8.10.28	If served by the levying officer, the system captures the service ticket to document the service on the debtor of the including:
8.10.29	- date of service
8.10.30	- manner of service: personal or mail
8.10.31	- name and address of debtor
8.10.32	- document(s) served
8.10.33	- employee making the service
8.10.34	If served by the requestor (creditor), the system scans and stores the **CREDITOR'S PROOF OF SERVICE** and capture:
8.10.35	- date of service (not later than 30 days before hearing)
8.10.36	- manner of service: personal or mail
8.10.37	- name and address of debtor
8.10.38	- documents served
8.10.39	- name of person making the service
8.10.40	The system generates and prints **OCCUPANT NOTIFICATION OF ORDER FOR SALE OF DWELLING HEARING**—same requirements as the above debtor notification of order for sale of dwelling hearing, except that manner of service is personal or posting.
8.10.41	The system scans and stores and any proof of service of **DECLARATION FOR REHEARING ON HOMESTEAD EXEMPTION** (EJ 182) (service by creditor 704.790 CCP).
8.10.42	DEBTOR NOTIFICATION
8.10.43	The system generates and prints a service ticket for serving **ORDER FOR SALE OF DWELLING AND DECLARATION FOR REHEARING ON HOMESTEAD EXEMPTION** (EJ 182) on the debtor, and captures:
8.10.44	- date of service
8.10.45	- names of documents served
8.10.46	- manner of service: personal or mail
8.10.47	- name of debtor served
8.10.48	- name of spouse served, if any
8.10.49	- name of attorney served, if any

8.10.50	The system generates and prints a service ticket for serving **ORDER FOR SALE OF DWELLING AND DECLARATION FOR REHEARING ON HOMESTEAD EXEMPTION** (EJ 182) on the occupant—same requirements as above for service on debtor, except that manner of service is personal or posting, and spouse and attorney are excluded.
8.10.51	The system validates that the date of service on the occupant was not later than 10 days after the issuance of the Order for Sale of Dwelling.
8.10.52	The system scans, and captures relevant data from, the **DECLARATION FOR REHEARING ON HOMESTEAD EXEMPTION** (EJ 182) completed by the debtor, spouse or attorney, and filed with the levying officer 704.790 CCP.
8.10.53	- date of receipt of the Declaration for Rehearing on Homestead Exemption (EJ 182)
8.10.54	- date of filing the Declaration for Rehearing on Homestead Exemption (EJ 182) with the court
8.10.55	- employee filing the with the court
8.10.56	If a declaration for rehearing on homestead exemption is received, the system:
8.10.57	validates that the Declaration for Rehearing on Homestead Exemption (EJ 182) was received no later than 10 days after service of Order for Sale of Dwelling and Declaration for Rehearing on Homestead Exemption (EJ 182) on the debtor, spouse or attorney;
8.10.58	if valid, stays the setting of a sale until receipt of a further court order.
8.10.59	The system scans the **ORDER FOR SALE OF DWELLING** CCP 704.780, capturing:
8.10.60	- date of issuance
8.10.61	- name of Judge/Commissioner who signed the order
8.10.62	- date of receipt
8.10.63	- whether the debtor, debtor's spouse or their attorney appeared at the hearing
8.10.64	- clerk's certificate
8.10.65	- if order to sell granted:
8.10.66	—if homestead exemption granted:
8.10.67	- statement ordering sale
8.10.68	- statement granting exemption
8.10.69	- homestead exemption amount
8.10.70	- fair market value
8.10.71	- lienholder liens:
8.10.72	- amount
8.10.73	- name and address of lienholders
8.10.74	—If homestead exemption denied:
8.10.75	- statement denying exemption
8.10.76	- statement ordering sale
8.10.77	- if order to sell denied:
8.10.78	—statement denying order for sale
8.10.79	—statement that sale is not likely to produce a bid high enough to satisfy any part of the judgment creditor's judgment CCP § 704.780(b)
8.10.80	If the levying officer failed to receive a bid for the property's fair market value at the original sale, and an **ADDITIONAL ORDER FOR SALE** (CCP 704.800(b)) is received, the system scans it and capture the relevant data.
8.10.81	- Grants permission to accept a bid exceeding the total liens and encumbrances only
8.10.82	- New Order For Sale

8.11.1	The system captures the following information in setting a **SALE DATE**:
8.11.2	–date of sale
8.11.3	–time of sale (warn user if not between 9:00 a.m. and 5:00 p.m.)
8.11.4	–place of sale (warn user if not within LA County)
8.11.5	The system validates that the sale date is no earlier than 30 days from the date it is set (20 days from the date the notices of sale are mailed, posted, and published, plus 10 days to prepare the notices)
8.11.6	The system prevents a user from setting a sale date if:
8.11.7	– Release option (stops all processes and releases the levy)
8.11.8	– Lienholder instructions have not been received
8.11.9	– Pending stay for:
8.11.10	–bankruptcy
8.11.11	–third party claim
8.11.12	–court order
8.11.13	– Levy lien period expires before sale date (levy lien expiration date = writ issuance date + 2 years)
8.11.14	– Judgment period expires before sale
8.11.15	– Writ has already been returned
8.11.16	For a writ of execution in which the debtor is a natural person AND the property is not a leasehold estate with unexpired term of less than 2 years AND property contains a dwelling, the system also prevents a user from setting a sale date if:
8.11.17	–application, OSC, application and notice of hearing have not been received timely
8.11.18	–proof of service of declaration for rehearing on homestead exemption (EJ 182) has not been received timely
8.11.19	–there is a pending stay for second chance hearing
8.11.20	The system also prevents a user from setting a sale date until at least 120 days after service of notice of levy on debtor (plus mailing extension of 5, 10, or 20 days) for:
8.11.21	• a writ of execution in which the debtor is an artificial entity AND/OR the property is a leasehold estate with an unexpired term of less than 2 years AND/OR the property does NOT contain a dwelling
8.11.22	• a writ of sale on foreclosure WITHOUT a deficiency judgment 701.545 CCP
8.11.23	• a writ of sale on a foreclosure on a Mello-Roos assessment AND the property contains a dwelling for more than 4 families 701.540, 545 CCP; 8832 STS HWYS
8.12.1	For a writ of execution or a writ of sale, the system calculates a **MINIMUM BID** by totaling various items (see Statement of Work Exhibit B-7, Workflows): 701.620, CCP
8.12.2	The System advises the user to confirm Creditor's instructions to accept a bid for an amount not less than the total the above (labor claims, state tax liens and third party pay off).
8.12.3	The system advises the user to issue a release if the total liens and encumbrances amount is not bid.
8.12.4	For foreclosures, the system calculates the amount of each indebtedness with interest and costs on the date of sale. 726 CCP
8.12.5	For foreclosures, the system calculates the total indebtedness with interest and costs on the date of sale.
8.13.1	For a writ of sale on a judgment of partition, the system prompts the user to mail a notice of sale to every party who has appeared in the action (listed in the interlocutory judgment). 726, 716.020

8.14.1	The system generates and prints a **NOTICE OF SALE** containing:
8.14.2	– date of sale
8.14.3	– time of sale between 9:00 a.m. and 5:00 p.m.
8.14.4	– place of sale within the county
8.14.5	– description of the interest to be sold
8.14.6	– legal description of the property
8.14.7	– Assessor's Parcel Number (APN)
8.14.8	– common address, if applicable
8.14.9	– directions to the property or a statement in the notice that the officer will provide directions upon written or oral request.
8.14.10	– Control Branch employee issuing Notice of Sale
8.14.11	– Control Branch name, address and telephone number
8.14.12	– name and address of the requestor (plaintiff's attorney or plaintiff without an attorney)
8.14.13	– Authority name and address
8.14.14	– case number of court or state agency
8.14.15	– levying officer file number
8.14.16	– date of issuance of Notice of Sale (EXCEPT MATRIX D)
8.14.17	– name of employee issuing Notice of Sale (EXCEPT MATRIX D)
8.14.18	– statement "Prospective bidders should refer to CCP 701.510 to 701.680, inclusive, for provisions governing the terms, conditions, and effect of the sale and the liability of defaulting bidders." 701.547 CCP
8.14.19	– minimum bid amount, if any 701.620 CCP
8.14.20	For a writ of execution in which the debtor is an artificial entity AND/OR property is a leasehold estate with an unexpired term of less than 2 years, the notice of sale also contains:
8.14.21	– principal parties that show in favor of what party and show against which principal party
8.14.22	For a writ of sale on a judgment of partition, the notice of sale also contains:
8.14.23	– statement that sale shall by public and/or private auction as provided by the interlocutory judgment 873.520, 873.530 CCP
8.14.24	– any manner, terms or conditions of sale as provided by the interlocutory judgment 873.610 CCP
8.14.25	– whether lots or parcels shall be sold separately as provided by the interlocutory judgment 873.620 CCP
8.14.26	– any terms for selling the property on credit as provided by the interlocutory judgment 873.630 CCP
8.14.27	– any manner of notice of sale in addition to the notice of sale required for an execution sale as provided by the interlocutory judgment 873.640 CCP
8.14.28	– prescribes the contents of the notice of sale as provided by the interlocutory judgment including: 873.650 CCP
8.14.29	·property description
8.14.30	·statement of the principal terms of the sale
8.14.31	·date and place where bids for a private sale will be received date of sale
8.14.32	For a writ of sale on a foreclosure with a deficiency judgment, the notice of sale also contains:
8.14.33	– statement indicating the property is subject to redemption
8.14.34	– redemption period
8.14.35	– amount of secured indebtedness with interest and costs

8.14.36	– amount of indebtedness with interest and costs per parcel on the date of sale
8.14.37	– total amount of indebtedness with interest and costs per parcel on the date of sale
8.14.38	For a writ of sale on a foreclosure WITHOUT a deficiency judgment, the notice of sale also contains:
8.14.39	– amount of indebtedness with interest and costs
8.15.1	The system records information regarding the service, publication, and posting of the notice of sale:
8.15.2	Service on each lienholder and third party—does not apply where there is no minimum bid
8.15.3	– date and time of service by mail of the Notice of Sale
8.15.4	– name(s) and address(es) of party served
8.15.5	– name employee making the service
8.15.6	Service on debtor
8.15.7	– date and time of service of the Notice of Sale
8.15.8	– method of service: personal or mail
8.15.9	– name(s) and address(es) of debtor(s) served
8.15.10	– name employee making the service
8.15.11	Service by publication 701.540 CCP, 6063 GC
8.15.12	–name and address of the News Service Provider responsible for the publications
8.15.13	–electronic copies of all publications
8.15.14	–date of publication and name of the general circulation newspaper's for the 1st publication
8.15.15	–date of publication and name of the general circulation newspaper's for the 2nd publication
8.15.16	–date of publication and name of the general circulation newspaper's for the 3rd publication
8.15.17	–electronic copy newspaper invoice
8.15.18	–newspaper invoice amount(s) and date(s)
8.15.19	–invoice amount
8.15.20	–name employing capturing completing the service ticket
8.15.21	Public posting 701.540 CCP
8.15.22	– date, time and address of posting
8.15.23	– employee who posted the Notice of Sale
8.15.24	Posting on property
8.15.25	– date and time the Notice of Sale was posted on the property
8.15.26	– address posted
8.15.27	– additional parcel posted
8.15.28	– employee who posted the Notice of Sale
8.15.29	Service on occupant
8.15.30	– date, time and address of service
8.15.31	– name of occupant served, if any
8.15.32	– method of service on the occupant: personal, leaving with occupant's agent, or no service
8.15.33	– additional parcel posted
8.15.34	– employee who posted the Notice of Sale
8.15.35	– requestor on the writ
8.15.36	– any other requestor submitting a written request

8.15.37	– date of mailing the Notice of Sale to the requestor
8.15.38	– employee mailing the Notice of Sale
8.16.1	The system validates that the:
8.16.2	– 1st publication is not less than 20 court day days prior to the sale
8.16.3	– 2nd publication is not more than two weeks prior to the sale and not less than 5 days after the 1st publication
8.16.4	– 3rd publication is not more than one week prior to the sale but not less than 5 days after the 2nd publication.
8.16.5	The system validates that the date of posting is not less than 20 days prior to the date of sale.
8.16.6	The system validates that posting was made in the:
8.16.7	- city where the property is to be sold if it is to be sold in a city, or
8.16.8	- county in which the property is to be sold if it is not to be sold in a city.
8.17.1	The system requires the user to reschedule a sale if the Notices of Sale were sent less than 20 days prior to the Sale Date that was set: (729.010 701.540 CCP)
8.17.2	• Mailed or served on Debtor
8.17.3	• Mailed or served on Occupant
8.17.4	• Mailed to lienholders
8.17.5	•Posted in public place and on property
8.17.6	• Published
8.18.1	The system captures the **SALE** information:
8.18.2	– date of sale
8.18.3	– name and address of purchaser
8.18.4	– sale amount, and price paid for each parcel
8.18.5	– wooden money amount greater than the minimum bid
8.18.6	– credit bid:
8.18.7	–deposit amount
8.18.8	–interest
8.18.9	–balance
8.18.10	–due date for credit bid
8.18.11	–date balance received
8.19.1	The system calculates the credit bid: 701.590 CCP
8.19.2	– deposit = $5000 or 10% of the purchase price whichever is greater
8.19.3	– remainder = purchase price – deposit
8.19.4	– interest = 10% from date of sale to date of payment
8.19.5	– total = remainder + interest
8.20.1	The system calculates Documentary Transfer Tax—current rates are:
8.20.2	Culver City $4.50 $1,000
8.20.3	Los Angeles City $4.50 $1,000
8.20.4	Los Angeles County $0.50 $500
8.20.5	Pomona $2.20 $1,000
8.20.6	Redondo Beach $2.20 $1,000
8.20.7	Santa Monica $3.00 $1,000
8.20.8	The system prints a Declaration of Documentary Transfer Tax in the following format:
8.20.9	– DDT amount agency $ ___ computed on full value of property conveyed (purchase price)
8.20.10	– date of receipt of the Documentary Transfer Tax

8.20.11	– name and address of purchaser
8.20.12	– amount
8.20.13	– date of payment to Recorder
8.20.14	– manner of payment: county warrant; ECAPS journal voucher; Purchaser's check
8.20.15	The system validates receipt of the correct DTT amount from the purchaser.
8.21.1	For writs of sale on Mello-Roos assessment foreclosures:
8.21.2	• If the property is sold for less than the original minimum bid required by 8832 STS HWY, the system scans the purchaser's certificate indicating compliance with 8836(f) STS HWY (bar against purchase by defendant or security holder.)
8.21.3	•The system advises the user that the DTT is not required if the city creditor is the purchaser. 11922 REV
8.22.1	The system generates and prints a **DEED** containing: 701.660, 701.670 CCP
8.22.2	– name and address of the purchaser
8.22.3	– statement indicating the sale was made pursuant to a writ of execution (money judgment)
8.22.4	– document tax
8.22.5	– name and address of purchaser
8.22.6	– name and last known address of the debtor
8.22.7	– name and address of the creditor (or creditor's attorney)
8.22.8	– date of issuance of the writ
8.22.9	– date of entry of judgment
8.22.10	– date(s) of renewal of judgment
8.22.11	– legal description of the property
8.22.12	– Assessor's Parcel Number (APN)
8.22.13	– common address of the property, if any
8.22.14	– authority name and address (court or state agency)
8.22.15	– case number
8.22.16	– Case Title
8.22.17	– date of sale
8.22.18	– amount of sale
8.22.19	– issuance date of the deed
8.22.20	– name of the employee issuing the deed
8.22.21	– Levying Officer Name and Address
8.22.22	For a writ of sale on a foreclosure with a deficiency judgment, the deed also contains: 729.040 CCP
8.22.23	– statement that the property is subject to redemption
8.22.24	– redemption period
8.22.25	– issuance date of the Certificate of Sale
8.22.26	– name of the employee issuing the Certificate of Sale
8.23.1	The system captures the following information on **RECORDING THE DEED:**
8.23.2	– method of recording: personal, mail, electronic (27390 GC)
8.23.3	– date of recording of notarized deed
8.23.4	– recorder's number
8.23.5	– Documentary Transfer Tax:
8.23.6	–date paid to county recorder
8.23.7	–Amount
8.23.8	–employee making payment

8.23.9	—method of payment: warrant, cash, ECAPS journal voucher
8.23.10	The system captures the following information from the notarized deed or release:
8.23.11	– name of document notarized
8.23.12	– date of notarization
8.23.13	– method of notarizing: personal, electronic
8.23.14	– amount of notary fee
8.23.15	– employee paying the notary fee
8.23.16	– method of payment: cash, warrant
8.23.17	If the deed is recorded electronically, the system captures:
8.23.18	– name of the notary
8.23.19	– the words "Notary Public"
8.23.20	– the name of the county where the bond and oath of office of the notary are filed
8.23.21	– The sequential identification number assigned to the notary, if any
8.23.22	– the sequential identification number assigned to the manufacturer or vendor of the notary's physical or electronic seal, if any.
8.24.1	The system captures the following information on the **RELEASE** of the levy:
8.24.2	– Pursuant to one of the following:
8.24.3	- requestor's instructions
8.24.4	- court order
8.24.5	- bankruptcy code
8.24.6	- expiration of the levy lien period—485.510 CCP—writ of attachment = 3 years; writ of execution or sale = 2 years; could be extended
8.24.7	- expiration of the judgment
8.24.8	- minimum bid not reached (if applicable)
8.24.9	- judgments and costs paid
8.24.10	- failure to pay third party claim by lienholder
8.24.11	For a writ of sale on a foreclosure with a deficiency judgment, the following are additional grounds for release:
8.24.12	- failure to deposit redemption amount 729.080 CCP
8.24.13	- failure to deposit additional redemption amount 729.080 CCP
8.25.1	The system generates and prints a document for **RECORDING THE RELEASE**, containing:
8.25.2	–document/instrument number
8.25.3	– date the levy was recorded
8.25.4	– legal description of the property to be released
8.25.5	– Assessor's Parcel Number (APN)
8.25.6	– reason for Release
8.25.7	– document that Release is pursuant to (if any)—requestor's instructions, court order, or receipt of claim and cost
8.25.8	– issuance date of release
8.25.9	– employee issuing release
8.25.10	– Control Office name, address and telephone number
8.25.11	– Case number
8.25.12	– Case Title
8.25.13	The system captures the following information on recording the release:
8.25.14	– date and time of recording as evidenced by the recorder's stamp
8.25.15	– recorder's document number

8.25.16	– name and title of person (levying officer or registered process server) who recorded the levy
8.25.17	– Control Branch name and address
8.25.18	– Recorder fee:
8.25.19	–Amount
8.25.20	–Method of payment: cash or warrant
8.25.21	– County warrant number (if warrant)
8.25.22	– ECAPS transfer (if warrant)
8.25.23	– payment date
8.26.1	The following items apply only to a writ of sale on foreclosures with a deficiency judgment:
8.26.2	**REDEMPTION NOTICE** 729.050 CCP—The system must calculate the redemption period:
8.26.3	– 3 months after the date of sale if the sale proceeds satisfy the indebtedness with interest and costs: indebtedness and costs satisfied = sale date + 3 months
8.26.4	– 1 year after the date of sale if the sale proceeds do not satisfy the indebtedness with interest and costs: indebtedness and costs unsatisfied = sale date + 1 year
8.26.5	The system must print the **NOTICE OF RIGHT TO REDEMPTION**.
8.26.6	The system must generate and print a **NOTICE OF SALE** containing:
8.26.7	– date of sale
8.26.8	– description of the interest to be sold
8.26.9	– legal description of the property
8.26.10	– Assessor' s Parcel Number (APN)
8.26.11	– common address, if applicable
8.26.12	– name and last known address of debtor
8.26.13	– Control Branch employee issuing Notice of Sale
8.26.14	– Control Branch name, address and telephone number
8.26.15	– Authority name and address
8.26.16	– case number of court or state agency
8.26.17	– levying officer file number
8.26.18	– date of mailing the notice of right to redemption
8.26.19	– name of employee issuing the notice
8.26.20	– statement indicating the property is subject to redemption
8.26.21	– redemption period
8.26.22	– amount of secured indebtedness with interest and costs
8.26.23	The system must capture:
8.26.24	– date of mailing of the notice of sale
8.26.25	– manner of service—personal or mail
8.26.26	– name and address of debtor to whom the notice of sale was mailed
8.26.27	– name of employee mailing notice.
8.26.28	The system must print a **CERTIFICATE OF SALE** 701.670, 729.040 CCP containing:
8.26.29	– name and address of the purchaser
8.26.30	– statement indicating the sale was made pursuant to a writ of sale
8.26.31	– name and address of the purchaser
8.26.32	– statement indicating the sale was made pursuant to a writ of sale
8.26.33	– name and last known address of the debtor

8.26.34	– name and address of the creditor
8.26.35	– date of issuance of the writ
8.26.36	– date of entry of judgment
8.26.37	– date(s) of renewal of judgment
8.26.38	– legal description of the property
8.26.39	– Assessor's Parcel Number (APN)
8.26.40	– common address of the property, if any
8.26.41	– authority name and address (court or state agency)
8.26.42	– case number
8.26.43	– Case Title
8.26.44	– date of sale
8.26.45	– price for each parcel
8.26.46	– total price
8.26.47	– statement that the property is subject to redemption
8.26.48	– redemption period
8.26.49	– issuance date of the Certificate Of Sale
8.26.50	– name of the employee issuing the Certificate of Sale
8.26.51	– Levying Officer Name and Address
8.26.52	The system must prompt the user to promptly issue and print a **CERTIFICATE OF REDEMPTION** (729.080 CCP) and a duplicate certificate of redemption when the redemption amount or court ordered redemption amount is tendered to the purchaser containing:
8.26.53	– name and address of the purchaser
8.26.54	– statement indicating the sale is terminated and the redeemer is restored to the estate
8.26.55	– name and last known address of the debtor
8.26.56	– name and address of the creditor
8.26.57	– date of issuance of the writ
8.26.58	– date of entry of judgment
8.26.59	– date(s) of renewal of judgment
8.26.60	– legal description of the property
8.26.61	– Assessors Parcel Number (APN)
8.26.62	– common address of the property, if any
8.26.63	– authority name and address (court or state agency)
8.26.64	– case number
8.26.65	– Case Title
8.26.66	– date of sale
8.26.67	– issuance date of the certificate of redemption
8.26.68	– name of the employee issuing the certificate of redemption
8.26.69	– Levying Officer Name and Address
8.26.70	If the purchaser refuses the tender of the redemption amount, the system must:
8.26.71	• capture the date of receipt of the tendered redemption (county warrant payable to the purchaser.) 729.080 CCP
8.26.72	• advise the user to deposit the returned in the county treasury payable to the purchaser.
8.26.73	The system must prompt the user to print the deed when:
8.26.74	– the redemption amount is not received by the end of the redemption period

8.26.75	- the additional amount required by court is not received within 10 days after issuance of the order.
9.0	**9. Vehicle Inspection**
9.1	Vehicle inspection date defaults to current date, but user can edit.
9.2	The system directs user to select the agency that issued the Certificate of Correction as the authority, and the citation number as the authority's case number.
9.3	The system directs the user to enter the name of the employee who actually conducted the inspection in the appropriate data field.
9.4	When a customer brings a vehicle to be inspected with more than one fix-it ticket, the user can process all the citations without having to re-enter the repeating data.
9.5	The user can void a vehicle inspection once it is entered on a given case. System must capture appropriate reason for voiding the vehicle inspection process.
9.6	System must record the voided transaction in the Case Summary system component once it is processed.
10.0	**10. Writ**
10.1	The screen for capturing Writ information is mapped to the layout of the Judicial Council form for each Writ Type. (See Appendix A.)
10.2	All of the information on the Judicial Council form has a corresponding data element in ACES. (This may involve additional data elements beyond the key data elements specified in this document)
10.3	If the Case's Court or Authority Type ≠ government agency, then the system allows only one Writ to be associated with that Case.
10.4	The system auto-calculates various dates, amounts, etc. based on rules, such as those indicated in the data elements list above. These rules are table-driven, so that system administrators can revise these rules from time to time without having to change program code.
10.5	The system calculates monthly interest, penalties, etc.
10.6	The system calculates daily interest based on a determination of the daily interest rate x each day's judgment balance.
10.7	TOTAL INTEREST (CCP685.030)
10.8	The system calculates total amount of interest:
10.9	a. LUMP SUM PAYMENT
10.10	Not EWO = TOTAL INTEREST = DAILY INTEREST AMOUNT X NUMBER OF DAYS FROM ISSUANCE OF WRIT TO DATE OF LEVY
10.11	EWO = TOTAL INTEREST = ISSUANCE OF ORDER TO DATE OF ISSUANCE OF WITHHOLDING
10.12	b. PARTIAL PAYMENT
10.13	TOTAL INTEREST = ISSUANCE DATE OF WRIT TO DATE OF RECEIPT
10.14	The system calculates projected fees, based on rates and formulas that system administrators can change from time to time. Current formulas and rates are:
10.15	=Vehicle levy fee + daily storage rate x 15 days + towing + sale cost
10.16	= Extended Keeper Levy Fee + $480.00 Keeper's Fee x Number of Levy Days + Daily Levy Fee (excluding first levy day) + Locksmith fee + Miscellaneous
10.17	= 8 hour Keeper Levy Fee + $120.00 Keeper's Fee + Locksmith fee + Miscellaneous
10.18	= 12 hour Keeper Levy Fee + $240.00 Keeper's Fee + Locksmith fee + Miscellaneous
10.19	The system calculates costs based on the levying officer costs (statutory sheriff's costs)--see appendix B.
10.20	The system tracks all fees and costs pertaining to the Writ (from Service Requests, etc.).
10.21	The system includes a sales calculator to calculate the projected ATS and a detailed ledger displaying the various projected costs after sale including:
10.22	• Collections To Date

10.23	• Projected Costs & Interest to Date
10.24	o Interest
10.25	o Sheriff's Costs (includes)
10.26	• Prior costs
10.27	• Sale Costs
10.28	• Preliminary change of ownership
10.29	• Notary fees for issuance of deed
10.30	• Survey Monument Fee
10.31	• RPC Recorder Fee & Additional pages
10.32	• County and/or City Document Transfer Tax (based on purchase price)
10.33	o Collections to date
11.0	**11. Public Defender**
11.1	Public Defenders and Alternate Public Defenders access only the "Public Defender" components of ACES, primarily to enter and search subpoenas.
11.2	System should allow the adding of additional agencies. (Outside Agencies would have limited viewing/editing of data)
11.3	System administrator can activate or deactivate user rights to create subpoenas.
11.4	System distinguishes a public defender from an alternate public defender.
11.5	Access controls prevent Public-Defender users from viewing cases (subpoenas, witnesses, etc.) entered by Alternate Public Defender, and vice versa.
11.6	Subpoenas can be searched based on any data field associated with the subpoena.
11.7	System routes the subpoena to a default CMU office for service, based on the geographical location of the service address.
11.8	System must display the Subpoena transaction in the Case Summary.
11.9	System generates a service request for the subpoena.
11.10	System prints the following:
11.11	• Service Ticket with barcode of service request number
11.12	• Subpoena Duces Tecum & Declaration in support.
11.13	• Subpoena
11.14	System must allow the user to enter more than one service attempt for each Service request.
11.15	System displays the disposition of the subpoena in the Case Summary.
11.16	System ensures that the service return for the court is sent to the subpoenaing party.
11.17	If the service is being made for a minor (underage witness) system prints two copies of the subpoena need to be served.
11.18	Parent will be served as well, could be at a different location.
12.0	**12. Supplementals**
12.1	Users can enter information about supplemental proceedings: exemptions, third-party claims, bankruptcies, and court-ordered stays.
12.2	The system associates supplemental proceedings with all service request(s) that are affected by the supplemental proceeding.
12.3	The system warns the user if a claim of exemption that is being entered has a receipt date beyond the time to file a claim of exemption.
12.4	Based on business rules that system administrators can configure, the System automatically calculates the last day for
12.5	• The creditor to file an opposition to exemption and
12.6	• Notice of Exemption hearing
12.7	System automatically schedules any refund of collections to the debtor within one business day.

12.8	For a court order other than an EWO levy, the system must calculate the release date based on the manner of service of the Order Determining the Claim of Exemption.
12.9	System automatically calculates release date based on business rules that system administrators can configure. Release dates can be displayed on reports.
12.10	System generates a report identifying all releases that have not been processed.
12.11	Users can print the following types of "Release Notices" (See Appendix ????? for a sample of "Release Notice Letter")
12.12	• Release directed to a vendor that includes storage costs e.g. Garage
12.13	• Release directed to a garnishee
12.14	• Modification of Earning Withholding Order
12.15	For a claim of exemption, the system automatically calculates and stores the projected release date, and recalculates this whenever any change is made to claim.
12.16	The system automatically indicates that a claim of exemption is approved when the associated court order was taken off calendar.
12.17	The system calculates the appeal expiration date.
12.18	The system maintains a daily calendar showing projected events such as appeal expiration dates, release dates, etc.
12.19	Users can view and print a list of all appeals that have not been processed.
12.20	Users can view a list of service requests on which a third-party claim of exemption is based.
12.21	System invalidates a thrid-party claim of exemption if it is enterd after the associated property has been sold or if the property has been paid or released.
12.22	Users can generate a letter to the creditor demanding payment of a third-party undertaking, including payment due date and amount of third-party claim.
12.23	System advises the user to send the third-party claim and undertaking to the court on the date of receipt of the notice of hearing.
12.24	Users can generate a report listing cases in which a third-party claim and undertaking have not been sent to court. Users can select other data elements to be included in the report.
12.25	The system automatically calculates future release dates, deadlines, etc. based on business rules that system administrators can configure.
13.0	**13. Case Management**
13.1	The system displays a list of all active levies/writs on a case, so the user can select the one of these for more detail displayed. When there is only one, the system displays the detail for it and notes that there is only one active levy/writ on that case.
13.2	If the user indicates that a stay results in a partial release of property, then the system automatically displays the relevant information and recalculates the ATS.
13.3	If a bankruptcy is added onto a case, the system automatically adds all three types of stay on the case.
13.4	System administrators can configure the case summary display, and select various data elements to include. Selected stay data, lift data, etc. can be among these data elements.
13.5	The case summary contains current status as well as the history of selected types of transactions in the case. Selected transactions could include stays, lifts of stays, etc.
13.6	The system automatically schedules payouts (disbursements) for funds collected, when they are ready to be paid out.
13.7	The system must allow a user to prevent a payout at any point in the process.
13.8	ACES must allow one case (court case) to have multiple levies

13.9	The levies assigned to a case must be independent of other levies. (Closing one levy does not effect the status of the other levies)
14.0	**14. Restraining Orders**
14.1	The system must have parameters to utilize check boxes for documents received and documents that are required.
14.2	The system must capture the date of receipt, date of termination order and termination reason.
14.3	The system must capture the date of receipt of proof of service and date and time of service by whom and agency
14.4	The system must have parameters for warning the user of dates that does not allow the minimum amount of service time, e.g., date is less than 5 days for a hearing.
14.5	The system must calculate the last day for service for the Sheriff to exclude weekends and holidays for service ticket.
14.6	The system must indicate whether the order is for "move out" "In Custody" "In Court" on the process screen.
14.7	The system must allow entry of the same FCN with a different court code.
14.8	The system must capture the court that issued a document and the court that held the hearing.
14.9	The system must be able take items assigned to a case and reassign them to another valid case. (Court could consolidate two case numbers into one).
14.10	Show the protected persons and restrained persons name on case summary screen.
14.11	System must allow the editing of the Protective Party and Restrained Party.
14.12	The system must handle multiple FCNs for more than 9 additional Protected Persons.
14.13	For cases that have multiple FCNs the system must list all of the associated FCNs and corresponding Restrained Persons.
14.14	The system must allow the user to change the court code.
14.15	The system must capture alias sent from CARPOS
14.16	The system must create a log of creation, update, etc.. to the process.
14.17	The system must include timestamp on all comments.
14.18	The system must have the FCN# viewable on the case screen.
14.19	The system must allow the selection of multiple trust account types with the ability to change to a fee waiver for Forma Pauperis transactions.
14.20	The system will warn the user if hearing/expiration date for CH-120 or WV-120 exceeds 22 calendar days from the Issue Date
14.21	The system will warn the user if hearing/expiration date for DV-110 or EA-120 exceeds 25 calendar days from the Issue Date
15.0	**15. Bankruptcy**
15.1	BANKRUPTCY DATA ENTRY FORMS
15.2	• The system displays a matrix resembling the following federal forms to capture data elements:
15.3	o Bankruptcy petition
15.4	o Schedule H (Co-Debtor) form
15.5	o Lift Documents, e.g. Clerk certificate In ER 11USC362(b)(22), (23): Court Orders
15.6	o Removal
15.7	o Remand
15.8	o Abandonment
15.9	o Conversion
15.10	• Users can enter the data elements for each type of bankruptcy action as depicted the Bankruptcy Petition Matrix Table.

15.11	PENDING ACTIVITIES
15.12	When a user enters a bankruptcy, the system displays a summary of the associated:
15.13	• Unserved SERVICE REQUESTS
15.14	• Served LEVY SERVICE REQUESTS
15.15	• Collections not scheduled for disbursement
15.16	• Scheduled disbursements for approval
15.17	• Supplemental proceedings
15.18	STAY FEATURE
15.19	As soon as a bankruptcy is established in the system, the system by default suspends (STAY) all of the following actions associated with that bankruptcy:
15.20	• Collecting levied funds
15.21	• Disbursing levied funds
15.22	• Transferring levied property
15.23	• Selling levied property
15.24	As soon as a bankruptcy is established in the system, the system prompts the appropriate user to cancel any unserved service requests except support EWOs.
15.25	As soon as a bankruptcy is established in the system, the system prompts the appropriate user to release any levy service request served during the automatic stay period, stay any unserved service request, and prompt user to pull service ticket.
16.0	**16. Case Archival**
16.1	Periodically (daily, weekly, monthly, etc., which system administrators can select) the system automatically launches a process to (a) identify cases that meet the following conditions, and (b) initiate a controlled workflow to authorize the "closing" of those cases:
16.2	• There is no stay or hold on the case
16.3	• There are no future expiration dates pertaining to the case
16.4	• Case fund balances are zero (ATS should be 0)
16.5	• There are no pending fees, charges, invoices, or warrants related to the case
16.6	• There has been no activity for more than 90 days
16.7	The system presents an appropriate user with a listing of cases identified as ready to be closed (meeting the conditions shown above), along with selected data about each case. The user may query for more details, then selects the cases to be closed.
16.8	When a case is "closed": (a) the case is no longer subject to transaction-processing workflows, (b) the case and all its associated service orders, writs, attachments, etc. can no longer be edited or added to, and (c) the case is no longer included in queries of open (active) cases.
16.9	By default queries are limited to open cases, however authorized users may also query closed cases if they so elect.
16.10	If a user needs to add or change data or attachments for a case that has been closed, the user initiates a system-controlled workflow to request and approve the temporary reopening of the case for a single update session.
16.11	If a case has been prematurely closed, the user initiates a system-controlled workflow to request and approve restoring the case to open status. The restored case contains all data and attachments as before it was closed.
16.12	Users can search closed cases using search criteria for the following data:
16.13	• Case number
16.14	• Authority or Court
16.15	• CMU Office
16.16	• Principal Party

16.17	• Service Request
16.18	• Comments
16.19	The system must keep all records after they are closed for 10 years.
16.20	The system must have an ability to export/save cases that are closed for 10 years or longer.
17.0	**17. System Administration**
17.1	System administrators can add and edit user accounts.
17.2	ACES is linked to the Sheriff's Department's network services so that single sign-on can be used with ACES.
17.3	The system pulls readily available user information from the LDAP directory.
17.4	The system will add new accounts and suspend terminated accounts to ACES based on the information pulled from the LDAP directory.
17.5	The system distinguishes read-only access rights from read-write access rights.
17.6	Access to ACES screens and functions derives from the user's assigned role.
17.7	A user's default role is based on his or her rank/position.
17.8	In addition to roles, access can vary based on additional factors such as the matching of the user's assigned CMU Office to the Case's Control Office, transaction dollar amount, etc.
17.9	Although each user is assigned to only one CMU Office at any point in time, some users can be given access rights to multiple offices within ACES.
17.10	System administrators can configure access roles and rights. (Roles will be based on system functions examples: edit, delete, approve, add users, etc... Rights will be based on the different types of service requests a user can perform.)
17.11	Once a user's default role is established, system adminstrators can individualize a user's access rights and customize actions they can perform.
17.12	An authorized user can generate a report showing users' roles, access rights, and individualized access (deviations from the user's default role).
17.13	System administrators can end active user sessions.
17.14	System administrators must have access to change all default data element values.
17.15	System administrators will be able to change the predefined system workflows.
17.16	The system administrators will be able to add, delete modify all forms, reports, notices, packets, etc.
17.17	The system will have user management components such as sorting by, searching by, and group by.

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT B-4:
GENERAL REQUIREMENTS

19.0	**19. General Requirements**
19.1	**Search Functions**
19.2	Users can search for any major data entity (case, service request, keeper, transaction, etc.) with the search criteria based on any data element directly or indirectly associated with that entity. For example, search for all cases with an eviction service request. The search returns a list of items that meet the criteria.
19.3	Users can perform Boolean searches using multiple data elements as criteria.
19.4	The system not only returns a list of items that meet the search criteria, but also allows the user to select some additional data elements to be displayed for each item in the search results list. For example, in returning a list of cases, the system not only displays the case number but also the case title, control office, filing date, and creditor's name.
19.5	Users can sort search results by any data field returned.
19.6	Users can use wildcards in search queries.
19.7	When search results are displayed, the user can select one of the items to view more detail about it ("visit" the item). After the user is finished visiting an item the system re-displays the search results.
19.8	When search results are re-displayed, recently visited items are indicated.
19.9	When a user requests a search, the system does not display or query on any information outside of that user's access rights.
19.10	**GIS (Geographic Information System)**
19.11	System interfaces to the County GIS system (ArcGIS Server 10.0) for the following functions:
19.12	Validate the address for service.
19.13	Obtain an X & Y or a latitude and longitude set of coordinates for the service address.
19.14	Assign a Service Request to a Serving Office based on (a) the default territory assigned to each Serving Office, and (b) out-of-territory assignments when needed to equalize the workload backlog among Serving Offices.
19.15	Display a map showing the service location.
19.16	System indicates whether the address is a commercial or residential building. (This will allow the scheduling office to optimize the field service personnel's route, with Residential scheduled for morning or evening and commercial scheduled for day.)
19.17	The system can be used to maintain a daily schedule of field personnel (sworn and unsworn) availability, and to assign the Service Requests that each of those employees is to deliver on that day.
19.18	The daily schedule incorporates various business rules such as scheduling service at residential addresses during the morning and evening hours, and commercial addresses during business hours. System administrators can configure these business rules.
19.19	System must print a daily map for each field employee showing the scheduled Service Request stops assigned to that individual.
19.20	**Miscellaneous Functions**
19.21	Users can set personal reminders.
19.22	System maintains a calendar to schedule and display events including court holidays.
19.23	The system displays the user's queued tasks.
19.24	Supervisors (or higher) can assign tasks to users, within the scope of users' access rights.

19.25	When a warning or error messages is displayed to a user, that message is captured for ACES support personnel to later analyze.
19.26	Users can enter comments on items being reviewed or conversations. However, system administrators can configure some workflows so that reviewer comments cannot be entered.
19.27	Comments can only be edited by originator and/or a system administrator.
19.28	Users can scan, store, view, track and print the image of any document used by the system.
19.29	Users can display multiple related items for comparison. (Can view the Writ or Sheriff's instructions with the relevant data entry screen.)
19.30	From within the system, users can email documents to principal parties.
19.31	From within the system, users can fax documents to principal parties.
19.32	The system does not allow editing on the same case by two different users at the same time. (Viewing is allowed.)
19.33	The system logs all notifications, mailings, etc with the date, time, case, service request, and to whom it is directed.
19.34	**Producing Envelopes for Mailing**
19.35	For items to be delivered via U.S. Mail, the system calculates postage and prints certified mail labels or envelopes.
19.36	When the system prints addresses for envelopes to be sent via U.S. Mail, these addresses comply with U.S. Postal Service standards and regulations.
19.37	The system applies the correct capitalization to addresses.
19.38	**External Interface Requirements**
19.39	The system must manage error handling for inbound and outbound transmissions to all interfaces.
19.40	**Inbound**
19.41	**JDIC/CARPOS**
19.42	The system must monitor JDIC to capture all CARPOS information listed below.
19.43	Service Ticket Data
19.44	Service Ticket Number
19.45	FCN
19.46	Case Number
19.47	Date of Service
19.48	Time of Service
19.49	Served by (First and Last name)
19.50	Agency
19.51	Misc.
19.52	The system must capture new entry of service information from CARPOS.
19.53	The system must capture update entry of service information from CARPOS.
19.54	The system must capture termination of service information from CARPOS.
19.55	The system must capture proof of service information from CARPOS.
19.56	**CSDWeb** (This allows the public to view system records online.)
19.57	The system must monitor CSDWEB on a particular port and captures data.
19.58	REQUEST TYPE
19.59	CASE NUMBER
19.60	FCN
19.61	LAST NAME
19.62	**ECAPS**
19.63	A txt file is transferred (FTP) to ECAPS server by a nightly batch program.

19.64	File includes approved requisitions per day. There are 4 record types for one requisition that is linked to a case. There is also 1 trailing record type at the end of the file that shows the total number of records and money amount. Each record is 1670 character long. (Required fields are listed below)
19.65	1st record type
19.66	AMS-DOCUMENT
19.67	RECORD-TYPE
19.68	DOC-CAT
19.69	DOC-TYP
19.70	DOC-CD
19.71	DOC-DEPT-CD
19.72	DOC-UNIT-CD
19.73	DOC-ID
19.74	DOC-VERS-NO
19.75	AUTO-DOC-NUM
19.76	DOC-IMPORT-MODE
19.77	FILL
19.78	2nd record type
19.79	ABS-DOC-HDR
19.80	RECORD-TYPE
19.81	DOC-CD
19.82	DOC-DEPT-CD
19.83	DOC-UNIT-CD
19.84	DOC-ID
19.85	DOC-VERS-NO
19.86	DOC-NM
19.87	DOC-REC-DT-DC
19.88	DOC-BFY
19.89	DOC-FY-DC
19.90	DEC-PER-DC
19.91	DOC-DSCR
19.92	BANK-ACCT-CD
19.93	EXT-DOC-DSCR
19.94	3 rd record type
19.95	ABS-DOC-VEND
19.96	RECORD-TYPE
19.97	DOC-CD
19.98	DOC-DEPT-CD
19.99	DOC-UNIT-CD
19.100	DOC-ID
19.101	DOC-VERS-NO
19.102	DOC-VEND-LN-NO
19.103	VEND-CUST-CD
19.104	LGL-NM
19.105	ALIAS-NM
19.106	AD-ID
19.107	AD-LN-1

19.108	AD-LN-2	
19.109	CITY	
19.110	ST	
19.111	ZIP	
19.112	CTRY	
19.113	CNTY	
19.114	CNTAC-ID	
19.115	PRIN-CNTAC	
19.116	VOICE-PH-NO	
19.117	VOICE-PH-EXT	
19.118	EMAIL-AD	
19.119	FAX-PH-NO	
19.120	FAX-PH-EXT	
19.121	WEB-AD	
19.122	VEND-DISB-CAT	
19.123	SCHED-PYMT-DT	
19.124	DISB-PRTY-CD	
19.125	DFLT-DISC-FRMT	
19.126	HDLG-CD	
19.127	VEND-SNGL-CHK-FL	
19.128	PAY-THIRD-PTY	
19.129	DISC-FLDS	
19.130	LGCY-SYSTM	
19.131	LGCY-REF-CD	
19.132	FILL	
19.133	4th record type	
19.134	ABS-DOC-ACTG	
19.135	RECORD-TYPE	
19.136	DOC-CD	
19.137	DOC-DEPT-CD	
19.138	DOC-UNIT-CD	
19.139	DOC-ID	
19.140	DOC-VERS-NO	
19.141	DOC-VEND-LN-NO	
19.142	DOC-ACTG-LN-NO	
19.143	EVNT-TYP-ID	
19.144	ACTG-TMPL-ID	
19.145	ACTG-LN-DSCR	
19.146	LN-AM	
19.147	BFY	
19.148	FY-DC	
19.149	PER-DC	
19.150	VEND-INV-NO	
19.151	VEND-INV-LN-NO	
19.152	VEND-INV-DT	
19.153	TRKG-DT	
19.154	CHK-DSCR	

19.155	RFED-GROUP	
19.156	FUND-CD	
19.157	SFUND-CD	
19.158	DEPT-CD	
19.159	UNIT-CD	
19.160	PROT-FLD	
19.161	BSA-CD	
19.162	PROT-FLD2	
19.163	SVC-FRM-DT	
19.164	SVC-TO-DT	
19.165	SPC-INST-CD	
19.166	FILL	
19.167	5th record type	
19.168	TRL-RECORD	
19.169	TRL-ID	
19.170	TRL-FILE-NAME	
19.171	TRL-COUNT-ALL	
19.172	TRL-COUNT-HDR	
19.173	TRL-SUM-AMT1	
19.174	TRL-SUM-AMT2	
19.175	FILL	
19.176	**Outbound**	
19.177	**TROweb**	
19.178	ACES shall send scanned images of the completed proof of service to TROWeb. TROWeb shall be updated within ten (10) minutes of the file being entered into ACES.	
19.179	**SharePoint**	
19.180	The system must submit a delimited text file to SharePoint whenever scanned images are entered for a TRO in the system.	
19.181	Service Ticket Data	
19.182	Service Ticket Number	
19.183	FCN	
19.184	Case Number	
19.185	The system must push the data elements from the Service Ticket Data to the SharePoint system in a recognizable delimited format.	
19.186	**ECAPS**	
19.187	The System transfers (FTP) a text file to the ECAPS server by a nightly batch program. File contains approved payment requisitions for that day. There are 4 record types per payment requisition. There is also 1 trailing record type at the end of the file that shows the total number of records and money amount. Each record is 1670 character long. Required fields are listed below.	
19.188	ECAPS-WARRANT-POSTBACK	
19.189	FILL1	
19.190	ORG	
19.191	FILL1A	
19.192	CHK-NO	
19.193	CHK-ISS-DT	

19.194	REDEFINE CHK-ISS-DT
19.195	CHK-ISS-DT-MM
19.196	SLASH1
19.197	CHK-ISS-DT-DD
19.198	SLASH2
19.199	CHK-ISS-DT-CCYY
19.200	REDEFINE #CHK-ISS-DT-CCYY
19.201	CHK-ISS-DT-CC
19.202	CHK-ISS-DT-YY
19.203	CHK-AMT
19.204	REDEFINE #CHK-AMT
19.205	CHK-AMT-3
19.206	CHK-AMT-12
19.207	FILL2A
19.208	MAPAS-KEEPER
19.209	FILL2B
19.210	APPL
19.211	LGCY-REF
19.212	REDEFINE
19.213	LGCYREF-CSE
19.214	LGCYREF-DIV
19.215	LGCYREF-CRT
19.216	LGCYREF-SFX
19.217	DISB-STATUS
19.218	DISB-UPDATE-DATE
19.219	ACTG-LN-DSCR
19.220	REDEFINE #ACTG-LN-DSCR
19.221	MAPAS-REQ-NUM
19.222	**Interactive**
19.223	**GEOCODE**
19.224	ACES shall query Geocode with a list of new Service Requests that will require service, along with selected data including service addresses and constraints on service (morning, afternoon, evening, etc.). Geocode will devise optimal routings and CMU Office assignments for those Service Requests, and immediately return this information to ACES. ACES shall then incorporate this into its database and send the Service Requests to their assigned CMU Offices for further processing.
19.225	A user enters request type + address + service code
19.226	**LINK2GOV/FIS**
19.227	ACES shall access Link2Gov/FIS for the processing of credit and debit card payments. After ACES has determined the amount to be paid (or refunded) by credit or debit card, the API shall pass the user from ACES to Link2Gov/FIS pages, utilizing an HTTPS post of name/value pair-based information, with the following data fields (at a minimum): MerchantAmount (dollar amount for this transaction); ReturnURL (URL address to be displayed after the Link2Gov/FIS receipt page is displayed); UserPart1 (a unique identifier for the transaction in ACES). A web-service post-back of transaction information shall also be utilized.

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT B-5:
MAINTENANCE AND SUPPORT SERVICES

Contents

1.   INTERPRETATION AND CONTACTS

1.1.   Capitalized terms used in this Exhibit B-5 without definition herein shall have the meanings given to such terms in the body of the Agreement and Exhibit B (Statement of Work).

1.2.   For Maintenance and Support Services, County's primary contacts shall be the County Project Manager and County staff who have been delegated responsibility for each major Component or group of Components of the System. Once identified, County shall notify Contractor of any change to the identified Maintenance and Support Services contacts for County.

1.3.   Contractor shall provide County with a complete organizational chart for all Contractor personnel in the escalation hierarchy or otherwise involved in the provision of Maintenance and Support Services hereunder. The organizational chart shall include staff name, position, telephone and e-mail address. Contractor shall provide County with and updated organizational chart as support or management changes occur.

2.   CONTRACTOR RESPONSIBILITIES

2.1.   General

2.1.1.   Contractor shall perform all Maintenance and Support Services outlined in this Exhibit B-5, Maintenance and Support Services, unless expressly indicated otherwise. Contractor shall provide Maintenance and Support Services at no additional cost beyond the Maintenance and Support Fees expressly set forth in the Agreement.

2.1.2.   Maintenance and Support Services shall commence in accordance with Paragraph 18 (Maintenance and Support Services) of the Agreement and shall continue for the Term hereof.

2.1.3.   Contractor shall support all Application Software in the version(s) running at the site where County hosts the System.

2.1.4.   Throughout the Term, Contractor shall provide Maintenance and Support Services for the System from Contractor's business premises and/or from County facilities as further set forth below, twenty-four (24) hours per day, seven (7) days per week.

2.1.5.   County acknowledges and agrees that Contractor shall have no obligation to provide Maintenance and Support Services with respect to any Application Software or any related Source Code, Object Code, Update, Enhancement, upgrade, modification, or other contribution to the Application Software made by anyone other than Contractor, or Contractor's employees, agents or subcontractors unless the parties otherwise agree in writing.

2.2.   Application Software Updates

2.2.1.   Contractor shall provide updated Application Software components as needed to maintain System performance, reliability, usability, and functionality, and to correct any Deficiencies or failure of the System to operate properly, within the scope of System Requirements and Specifications. Contractor shall provide updated Documentation (subject to Section 2.3.1 of this exhibit B-5) and procedures to maintain consistency with Application Software Updates. These items shall be at no additional cost to County beyond the Maintenance and Support Fees unless the updated Application Software components are outside of the scope of the Project as determined by the

parties acting reasonably, or if the updated Application Software components, a Deficiency, or a failure of the System to operate properly are the result of an act or omission of County or a third party other than an employee, agent or subcontractor of Contractor in which case the parties shall execute a change order to engage Contractor to provide such updates..

2.2.2.   (a) Contractor shall assist County in acquiring and reviewing semi-annual SoftCode COTS software product Updates, new releases, and related items pursuant to the software license agreements that Contractor has delivered to County. For the avoidance of doubt, Contractor's obligation to assist County in acquiring the relevant Updates, new releases and related items is strictly limited to Contractor contacting SoftCode to ascertain the status of the next Update, new release or related items, and making reasonable efforts to facilitate such SoftCode deliveries to County in the event that SoftCode has not yet delivered the items to County..

(b) Subject to Section 2.2.2(c) of this Exhibit B-5 below, at County's written request, Contractor shall install and implement any SoftCode COTS software product Update or release intended to repair or prevent Deficiencies, to improve performance, or to maintain compliance with applicable laws and regulations as in force at the time of implementation, as part of the scope covered by the fixed annual maintenance fee.

(c) Maintenance and Support Services for installing and implementing SoftCode COTS software product Updates intended as Enhancements will require additional fees (authorized via Change Orders or Amendments).

(d) The parties acknowledge and agree that some SoftCode COTS software product Updates may not be compatible with County needs and the System's technical architecture, and would therefore not be provided as part of the Maintenance and Support Services hereunder.

2.2.3.   Contractor shall provide Maintenance and Support Services for Custom Programming, including reports, Interfaces, and Data Conversions provided by Contractor (including Updates to all of the foregoing). Contractor shall perform any Work required to maintain compatibility of data, reports, Interfaces, and Custom Programming with any Enhancements provided in accordance with this Agreement, in each case at no additional cost to County unless such Work is the result of an act or omission of County or a third party other than an employee, agent or subcontractor of Contractor in which case the parties shall execute a Change Order to engage Contractor to perform such Work..

2.2.4.   Contractor shall create and provide all necessary Updates to Application Software to keep current with generally accepted security standards and that are consistent with ACES architecture as of Final System Acceptance. County shall notify Contractor in writing within forty-five (45) days of the adoption or modification of any such standard affecting the Application Software. Any required Updates in respect of such new technology standards shall be provided within a reasonable time, but not more than sixty (60) days after County's notice to Contractor regarding the adoption thereof, unless the parties otherwise agree in writing.

2.2.5.   The delivery of Application Software Enhancements and Updates shall be controlled through (i) Contractor's process for developing, testing, certifying, releasing, documenting, and supporting Enhancements, and the (ii) County's change-control process for receiving, evaluating, installing, integrating, and using Application Software components. County will implement the following change-control process:

a)   Contractor shall notify County of an upcoming or proposed change to the Application Software, including a new release of a COTS Software component. This notification shall include a precise description of the change, including costs and schedule implications and the rationale.

b) County will weigh cost, benefit, risk, timing, and other factors in the context of County's situation, and coordinate with Contractor for further steps to be taken.

c) County will oversee all installation and migration of software into the ACES technical environments. Due to County policies for segregation of duties, Contractor personnel may be prohibited from directly updating the ACES servers. Contractor may be required to transmit software Updates into a County-furnished staging location, and go through a procedure that authenticates the transmission.

d) If Contractor asserts that the change is very minor (such as correcting a misspelling in screen text) and County concurs in writing, then the Application Software change may be installed directly into the Production Environment. For other changes, Contractor shall work with County according to County's change-control process.

e) County may, at its option, choose whether or not to install an Update or Enhancement into its Production Environment. If County chooses to not install an Update or Enhancement, County acknowledges and agrees that Contractor shall have no responsibility with respect to the provision of Maintenance and Support Services or any other liability arising as a result of the fact that such Update or Enhancement has not been installed.

2.2.6. In the event of any security problem(s) (for example, discovery of a back door) in the database or Application Software, or other intrusion-related problems relating to Application Software, whether identified by Contractor, County or third party, Contractor shall work with County and third parties (when applicable) to identify the risk, coordinate resolution and promptly validate any required System patches, unless otherwise agreed by County as specified herein. Such services that are inconsistent with ACES architecture as of Final System Acceptance will require additional fees authorized via Change Orders.

2.2.7. Contractor shall monitor all third-party components of the Application Software to assess if they are a version currently supported by the third-party component's vendor.

2.2.8. In the event it is determined by County and Contractor acting reasonably that any Update is required in order to maintain support from a Third Party Software vendor or to maintain compatibility of the Application Software with System components or infrastructure, Contractor, shall provide County with a Workaround (as defined in 2.9.5 of this Schedule B-5) to protect the integrity of the Application Software and related data until such time as the required Update is implemented or another solution is found. The County Project Manager (or designee) must approve the Workaround prior to its being implemented. Compatibility issues with Third Party Software will be subject to Section 2.9 (Corrective Maintenance) of this Schedule B-5. Contractor shall provide the Workaround at no additional cost to County unless the Workaround is required due to an act or omission of County or a third party other than an employee, agent or subcontractor of Contractor, in which case the parties shall execute a change order to engage Contractor to perform such Work.

2.3.   Documentation and Training Updates

2.3.1. Contractor shall maintain the specific Documentation provided under Task 12 of the SOW as authored and maintained by Contractor. so as to include all Enhancements, ensuring that it is up to date and available at all times throughout the Term. Contractor shall update and deliver Documentation simultaneously with the delivery to County of any Enhancement or change to the System.

2.3.2.   Documentation shall be delivered in printable, text-searchable electronic format or other electronic format as agreed to by all parties.

2.3.3.   Contractor shall provide a walkthrough of each Application Software release for County's application support staff and system administration staff so that these staff members can continue to carry out their responsibilities when Updates, major software releases or any other System Enhancement involves significant new or different functionality or procedures.

2.4.   Service Requests, Problem Reports, and Inquiries

2.4.1.   Contractor shall provide SupportApps™ for authorized County staff to submit maintenance- and support-related service requests, problem reports, and inquiries twenty-four (24) hours per day, seven (7) days per week.

   a)   Contractor shall provide a toll-free telephone number for authorized County staff to make inquiries about maintenance and support services, report problems, or submit service requests.

   b)   Contractor shall provide an email address or website for authorized County staff to make inquiries, submit service requests, report problems.

   c)   Contractor will require County to report Level-I priority problems (as defined in Section 2.9.7 of this Schedule B-5) via telephone call or text message in addition to entering those into SupportApps™.

2.4.2.   A qualified Contractor technician shall reply to all inquiries, service requests, and problem reports within one (1) Working Day, indicating status.

2.4.3.   Contractor shall maintain an electronic database or application (SupportApps™) for tracking maintenance and support services (referred to herein as a Service Tracking System) that County can access and easily interpret. The Service Tracking System shall include the following information:

   a)   A description of each service request—a service request can be a problem report, bug, anomaly, change request, or inquiry

   b)   Information about the source of each service request (who submitted it, how and when the issue was discovered, etc.)

   c)   The planned responses to each service request

   d)   The current status of each service request

   e)   A description of the steps taken to diagnose and resolve any technical problems, bugs, or anomalies, sufficiently detailed and annotated to be used as a troubleshooting guide if similar problems are encountered in the future

   f)   Date and time that each of the above entries are made

   g)   A tracking number assigned to each service request

2.4.4. Contractor shall ensure that the Service Tracking System information is complete, accurate, and up to date on a daily basis.

2.4.5. Contractor shall provide County with access to the Service Tracking System, and assist in interpreting its contents.

2.5.   Contractor Proficiency

2.5.1. Contractor shall maintain a historical knowledge base of application related problems to identify patterns and facilitate timely resolution.

2.5.2. Contractor shall make available technically qualified personnel for all maintenance and support services.

2.6.   Issue Resolution

2.6.1. Should Contractor determine that County personnel are consistently inquiring about non-Deficiency related matters, based upon references in the Documentation, or consistently miscategorizing the Priority Level of the reported issues, Contractor shall promptly contact County's Project Manager and the Parties shall, in good faith, cooperate in an effort to avoid or reduce inquiries with respect to such matters. In the event that the Parties are unable to reach agreement, the issues shall be addressed pursuant to the procedures set forth in the Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 2.0 (Dispute Resolution Procedure).

2.6.2. In the event that an issue requiring Corrective Maintenance (as defined below) is not remedied by Contractor in an expedient manner, County's Project Manager or designee, in County's sole judgment, may escalate the Corrective Maintenance issue within Contractor's service management levels and, if necessary, application or contract management levels.

2.6.3. Contractor shall include for escalation purposes access to technical management personnel all of whom shall respond by telephone to Level I Priority issues, twenty-four (24) hours per day, seven (7) days per week.

2.7.   Contractor Access to the System

2.7.1. Contractor's access to all ACES environments shall be limited to specific individuals who have each passed a Sheriff's Department background check.

2.7.2. Contractor shall seek and receive express permission from County Project Manager or designee to access the System each time that access is needed.

2.7.3. Contractor may access non-production environment(s) remotely for the purpose of maintenance and support. However, for access to the Production Environment, Contractor shall use only methods that the County Project Manager (or designee) has authorized for Contractor access to the Production Environment.

2.7.4. Contractor shall be responsible for all costs and expenses, including travel expenses, incurred in the provision of on-site support.

2.7.5. Contractor shall coordinate ACES maintenance schedules with County data center's platform maintenance activities.

2.7.6. Contractor agrees that all Application Software, including Updates and Enhancements, and all related Documentation and training materials, shall be fully delivered to County via direct upload to County computer(s). County agrees to facilitate this process by: (a) providing secure authorized access to upload facilities to designated Contractor technical staff responsible for delivering such software; (b) providing appropriate high-speed internet connectivity; (c) providing a method to backup and recover such software; and (d) providing or acquiring other items or services reasonably required, as determined by County Project Manager, to assure such software deliveries are adequately protected and processed. Except to the extent otherwise agreed by County Project Manager in advance in writing, Contractor shall not deliver or provide any Application Software, related Documentation, or training materials in print, on tangible electronic media, or in any manner other than via direct upload. Failure by County to reject items not delivered via direct upload shall not be construed as Acceptance by County or as completed delivery by Contractor.

2.8.   Preventive Maintenance

2.8.1. Contractor shall develop and maintain the following electronic files, applications, or databases, accessible to County, and mutually agreed upon by County and Contractor:

   a) a preventive-maintenance checklist specifying preventive-maintenance activities, initially developed as Deliverable 14.6.2 (Second Post-Cutover Report);

   b) a preventive maintenance schedule specifying dates, times, and assignments for preventive maintenance activities; and

   c) a preventive maintenance log as a history of activities actually preformed and results.

2.8.2. On an ongoing basis and at least once per month, Contractor shall monitor and/or review the Application Software and perform preventive maintenance as indicated in the preventive-maintenance checklist.

2.8.3. Contractor will require additional fees authorized via Change Orders for County-requested services that fall outside the scope of Contractor's preventive-maintenance responsibilities.

2.8.4. County and Contractor shall coordinate their respective preventive maintenance activities and schedules by:

   a) Communicating to the County any hosting or workstation issues of which the Contractor is aware where County action is needed to sustain the Application Software's performance, reliability, functionality, accessibility, and security;

   b) Communicating with respect to the County's performance of preventive maintenance of the System hardware, operating system, network and database management system, so as to prevent conflicts in activities; and

   c) Providing initial consultation with the County for the County's support, testing, training and deployment of databases and database changes.

2.9. Corrective Maintenance

2.9.1. Contractor shall perform "<u>Corrective Maintenance</u>" to correct any failure of the Application Software and to remedy all Deficiencies such that the System will operate in full accordance with the Specifications and/or to restore County to normal business operations in the event of any disruption, unless such Deficiency is the result of an act or omission of County or a third party other than an employee, agent or subcontractor of Contractor, or is not in the scope of the System as of Final Systems Acceptance, in which case the parties shall execute a Change Order to engage Contractor to perform such Corrective Maintenance. Contractor shall re-assign Deficiencies to County responsibility where such Deficiencies are found in County managed components (e.g. network, hardware, SQL Server).

2.9.2. Whenever County discovers a need for Corrective Maintenance, County shall notify Contractor of the need for Corrective Maintenance. Whenever Contractor discovers a need for Corrective Maintenance on any Component of the System, Contractor shall notify County immediately.

2.9.3. As soon as a need for Corrective Maintenance has been discovered by Contractor or communicated to Contractor, Contractor shall utilize the Service Tracking System described in Section 2.4 of this Schedule B-5 to log, track, and report all Corrective Maintenance.

2.9.4. <u>Final Resolution</u> means, for purposes of this Exhibit B-5, a change to System Components such that the Deficiency causing the identified problem has been fully resolved without significantly deviating from functional or technical requirements, specifications, or standards, and without the need for Workarounds for that Deficiency.

2.9.5. <u>Workaround</u> means, for purposes of this Exhibit B-5, an alternative System procedure made available by Contractor to County to provide alternative functional operation to ameliorate or relieve the effects of a System Deficiency, without fully conforming to functional or technical requirements, specifications, or standards.

2.9.6. The determination of whether any proposed or actual Corrective Maintenance comprises a Workaround or Final Resolution of the applicable deficiency shall be at the sole discretion of County Project Director, acting reasonably.

2.9.7. Notwithstanding anything to the contrary set out in this Exhibit B-5 (Maintenance and Support Services) or in the Agreement generally, County acknowledges and agrees that the Service Credits (as defined below) shall not be applicable to Contractor under any circumstances until after the expiration of the Warranty Period.

2.9.8. County Project Manager or designee, in such person's sole judgment, acting reasonably, will determine the severity level of an error, malfunction or other Deficiency and designate it as Priority Level I, Level II, Level III, or Level IV, as defined below. Contractor shall provide Corrective Maintenance in accordance with the time periods described below. For Deficiencies of Priority Level I, the time periods shall begin when Contractor discovers or is informed of a Deficiency (whichever occurs first). For Deficiencies of other Priority Levels, the time period shall begin at the start of the next Working Day after Contractor discovers or is informed of the Deficiency (whichever occurs first). If time periods are exceeded, then without limiting County's other rights or remedies hereunder, "<u>Service Credits</u>"—deductions from fees that County has paid or would ordinarily pay to Contractor—shall accrue to County's benefit as set forth below in accordance with Paragraph 8.5 (Service Credits) of the Agreement, but in no event exceed the Maximum Liability for Post-Implementation Maintenance and Support as set out in Paragraph

13.4.3 in Exhibit A (Additional Terms and Conditions) of this Agreement. County will notify Contractor in writing within five (5) business days of imposing any Service Credits as described below.

a) **Level I Priority** means an error, malfunction or other Deficiency that meets both of the following criteria:

   (i) The Deficiency significantly impairs County's normal business operations; diminishes employee safety or well-being; exposes County to significant liability or risk; significantly increases the cost, decreases the value, or impedes the efficiency of County resources or operations; or significantly inconveniences County customers.

   (ii) No Workaround is currently developed, implemented, and Accepted to alleviate the Deficiency's impact.

b) For Level I Priority Deficiencies, Contractor shall begin taking action toward a resolution within a time period of one (1) hour of notification as in accordance with Section 2.4.1 (c), if requested by the County Project Manager or by 8:05 am of the subsequent business day if agreed to by both parties.

c) For Level I Priority Deficiencies, Contractor shall use continuous best effort until the problem is resolved. Contractor shall successfully implement an acceptable Final Resolution or an acceptable temporary Workaround within a time period of four (4) hours. If this time period is exceeded, then for each subsequent four (48) hour period or fraction thereof, County shall accrue a Service Credit of one three-hundred-sixtieth ($1/360^{th}$) of the annual fees for maintenance and support services, for each such Deficiency.

d) If an acceptable temporary Workaround for a Level I Priority Deficiency is in place, then Contractor shall successfully implement an acceptable Final Resolution within five (5) working days after implementing the acceptable Workaround. If this time period is exceeded, then for each subsequent five (5) working day period, or fraction thereof, County shall accrue a Service Credit of one three-hundred-sixtieth ($1/360^{th}$) of the annual fees for maintenance and support services, for each such Deficiency.

e) **Level II Priority** means, an error, malfunction or other Deficiency that meets both of the following criteria:

   (i) The Deficiency causes substantial inconsistencies, irregularities, inefficiencies, or potential for mistakes, but does not meet the criteria for a Level I Priority.

   (ii) No Workaround is currently developed, implemented and Accepted to alleviate the Deficiency's impact.

f) For Level II Priority Deficiencies, Contractor shall provide ongoing and diligent action to correct the Deficiency, and shall successfully implement an acceptable Final Resolution or an acceptable temporary Workaround within a time period of twenty-four (24) hours. If this time period is exceeded, then for each subsequent twenty-four (24) hour period or fraction thereof, County shall accrue a Service Credit of one three-hundred-sixtieth ($1/360^{th}$) of the annual fees for maintenance and support services, for each such Deficiency.

g) If an acceptable temporary Workaround for a Level II Priority Deficiency is in place, then Contractor shall successfully implement an acceptable Final Resolution within ten (10) working days after implementing the acceptable Workaround. If this time period is exceeded, then for each subsequent ten (10) working day period, or fraction thereof, County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.

h) **Level III Priority** means, an error, malfunction or other Deficiency that does not meet the criteria for Level I or Level II Priority, but causes System Response Time to fall below fifty percent (50%) of System Response Time Requirements for more than four (4) hours per month (other than planned Downtime).

i) For Level III Priority Deficiencies, Contractor shall successfully implement a Final Resolution within a time period of ninety (90) days. If this time period is exceeded, then for each subsequent thirty (30) day period, or fraction thereof, County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.

j) **Level IV Priority** means, an error, malfunction or other Deficiency that has little or no immediate impact on County's business operations, costs, risks, employees, or customers, but is required for the long-term viability and utility of the System.

k) For Level IV Priority Deficiencies, Contractor shall successfully implement a Final Resolution within a time period of twelve (12) months. If this time period is exceeded, then for each subsequent thirty (30) day period, or fraction thereof, County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.

2.9.9. Various factors may be used in determining Priority Level, such as (without limitation):

a) Frequency of occurrence—the more frequently a Deficiency occurs, the more serious it is.

b) Predictability—the more erratic a Deficiency is, the more serious it is.

c) Number of users—the more personnel resources affected, the more serious a Deficiency is.

2.9.10. A Deficiency's Priority Level may be changed as more information is gathered about the Deficiency and its effects. Whenever a Deficiency's Priority Level is adjusted from a less serious to a more serious level, then time periods shall be restarted accordingly.

2.9.11. County and Contractor shall keep each other apprised of relevant information and changes in Priority Level.

2.9.12. Corrective Maintenance shall be carried out in accordance with change-control procedures (see Section 2.2).

2.9.13. Any attempted repair, reconfiguration of, or other Enhancement to the Application Software in order to resolve a Deficiency shall be deemed effective only if the Application Software thereafter complies with the Specifications hereunder in all respects applicable to such Deficiency, including any applicable System Response Time or volume metric, for an uninterrupted fifteen (15) day period in full Production Use subsequent to such repair

Enhancement. If the System fails to complete this fifteen (15) day period of uninterrupted compliance, such repair or Enhancement shall be deemed to be and treated as if ineffective to cure the original Deficiency, and Service Credits, if any, shall continue to accrue from the date of the originally reported Deficiency in question.

2.9.14. Contractor shall not deem closed or remedied a reported Deficiency until the root case is documented and County has Accepted a correction in accordance herewith.

3.   SYSTEM FUNCTIONALITY, AVAILABILITY, AND RELIABILITY

3.1.   As soon as a portion of the System has been put into Production Use, and during the Warranty Period and Post-Implementation Phase, Contractor shall provide maintenance and support services to ensure that all aspects of the System are functional, available, and reliable for all users at all locations twenty-four (24) hours per day, seven (7) days per week, except for Scheduled Downtime per Section 3.2.

3.2.   Downtime means the elapsed time (in minutes) for any period when ACES is unavailable to most of its users for more than one (1) minute due to Preventive or Corrective Maintenance activities or System Deficiencies, excluding time periods when network, infrastructure, or workstations are not available to users.

3.3.   Scheduled Downtime means the elapsed time (in minutes) when ACES is planned to be unavailable to users due to maintenance activities. Scheduled Downtime for routine preventive and corrective maintenance shall be coordinated with County data center's platform maintenance activities. Scheduled Downtime shall not take place Monday through Friday 8 am to 5 pm, excepting Department holidays. Scheduled Downtime shall not exceed 30 minutes per day Monday through Friday (excepting Department holidays), or 60 minutes per day on Saturday, Sunday, and Department holidays.

3.4.   Excessive Downtime means the day's Downtime excluding the day's Scheduled Downtime.

3.5.   The System Reliability Percentage shall be calculated for each calendar month, as follows:

a) Operational Coverage Time: number of days in the calendar month, multiplied by 1440 minutes per day.

b) Uptime: Operational Coverage Time minus the total Excessive Downtime for the month.

c) System Reliability Percentage: Uptime divided by Operational Coverage Time, expressed as a percentage—i.e., 0% to 100%—rounded to the nearest tenth of a percent.

3.6.   County will notify Contractor in writing within five (5) business days, of any failure, during a calendar month, to maintain the System Reliability Percentage at 99.9% or above. Service Credits shall be accrued in accordance with the following:

a) For the second consecutive month in which the System Reliability Percentage is less than 99.9%, County will accrue five (5) days of Service Credits;

b) For the third consecutive month in which the System Reliability Percentage is less than 99.9%, County will accrue five (5) days of Service Credits; and

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c) For the fourth consecutive month and any additional consecutive months in which the System Reliability Percentage is less than 99.9%, County will accrue ten (10) days of Service Credits.

    3.6.1. Each day of Service Credits is equivalent to one three-hundred-sixtieth (1/360th) of the annual fees of the annual Maintenance and Support Fees specified in Exhibit C (Price and Schedule of Payments). This amount shall be in addition to any amounts for Contractor's failure to meet required Corrective Maintenance response times (see Section 2.9).

    3.6.2. In the event that County does not notify Contractor of any failure to maintain the System Reliability Percentage at 99.9% or above within the five (5) business-day period contemplated in this provision, then Contractor shall have no liability related to such failure

3.7. Without limiting any other rights and remedies available to County, Service Credits shall accrue under this Exhibit B-5 for Contractor's failure to maintain System reliability for functions that have been released into Production Use, for Contractor's failure to provide timely Corrective Maintenance Response Time Requirements, all as described in more detail elsewhere in this Exhibit B-5. The amount of the Service Credit will depend on the extent and duration of Contractor's continuing failures.

3.8. To the extent Downtime or other Deficiencies result from use of the System by County other than in accordance with the Specifications, County's entitlement to any Service Credits in respect of such Deficiencies shall be accordingly reduced, provided and only to the extent that Contractor notifies County, in writing, of the details of the alleged misuse within twenty-four (24) hours of Contractor's reasonably timely discovery thereof. County shall review such allegation and shall notify Contractor in writing, within five (5) Working Days, of County's agreement or disagreement therewith. In the event County disagrees with Contractor's allegation(s) of misuse, County shall apply Service Credits in accordance herewith, subject to the provisions of Paragraph 59 (Dispute Resolution Procedure) of the Agreement.

4. COUNTY RESPONSIBILITIES

4.1. County will provide Contractor with information and assistance requested by Contractor as necessary to detect, simulate and correct any Deficiency or other failure of the System to operate in accordance with Specifications. Notwithstanding the foregoing, without limiting County's rights pursuant to Paragraph 12 (Notices) of the Agreement and regardless of the level of assistance provided by County, Contractor is solely responsible for timely correction of all Deficiencies in accordance with Section 2.9 (Corrective Maintenance) of this Exhibit B-5.

4.2. County shall provide Contractor with access to the System as needed for maintenance and support purposes. (However, paragraph c) notes some possible limitations on Contractor access to ACES servers.)

4.3. County shall identify County Staff authorized to initiate service requests. County shall notify Contractor in writing of all authorized personnel.

4.4. County shall be responsible for reasonably determining the severity level assigned to each service request or Deficiency discovered by County or Contractor.

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4.5.	After the completion of the requested Work, County's Project Manager or designee shall be solely responsible for approval of Work provided in response to service requests.

4.6.	Prior to contacting Contractor for second-level support in response to a Deficiency, County shall triage and reasonably determine such Deficiencies are caused by a defect in the Application Software (e.g. defect in the ACES .NET software) and not caused by components managed by County including, without limitation, the Infrastructure Software.

4.7.	Prior to County releasing update patches (e.g., Microsoft operating system patches) to production workstations, County shall perform tests on County test workstations to identify any adverse impacts of the workstation patches on current Application Software functionality. County shall enter any such adverse impacts as defects into the Service Tracking System. County shall not release workstation patches to production workstations until all identified Deficiencies are resolved in the Service Tracking System.

4.8.	County shall provide first-level support for Application Software. Such support shall include, but not be limited to, the following: desktop support issues, responding to questions about the use of ACES, entering second-level support issues into the Service Tracking System

4.9.	County shall administer and maintain Production Environment including:

a)	System hardware, infrastructure, workstations, and physical facilities

b)	Operating-system, virtualization, network, and database-management software

c)	Utilities used for County applications, not specific to ACES

d)	Network connectivity within the scope needed for this project

e)	Access controls as appropriate for authorized Contractor and County project team members to install, configure, maintain and use application software and middleware

f)	Backup and recovery operations

g)	Platform updates and platform change-control

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT B-6:
PROCESS FOR RECEIVING,
REVIEWING, AND ACCEPTING
DELIVERABLES

Introduction

Deliverables, as identified in the Statement of Work, Change Orders, or Amendments (collectively called "Authorizing Documents" in this Exhibit B-6) shall be subject to the following Process for Receiving, Reviewing, and Accepting Deliverables ("Process").

For the purpose of this Process, the **Contractor Project Director or Contractor Project Manager** shall act on behalf of the Contractor unless otherwise stated herein; and the **County Project Manager,** or a person that the County's Project Manager formally designates, shall act on behalf of the County unless otherwise stated herein.

To ensure timely communication between Contractor and County, the parties may each designate, by delivering a notice in writing to the other party, a person or persons to receive copies of notices and transmissions in this Process.

Step 1. Notifying County of an Expected Delivery

At least one week prior to the time that a Deliverable is to be delivered to County in accordance with the schedule set out in the Project Control Document, Contractor shall notify County via email of the planned delivery, indicating the name of the Deliverable, the Deliverable number as listed in the Authorizing Document (which is also identified for invoicing), the item number as listed in the work breakdown structure in the Project Control Document (if applicable), the version number, and the expected date of delivery. Contractor may include or attach a list of recommended criteria for County to use in reviewing the Deliverable, although County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project.

Contractor may skip this step for Deliverables that are maintained on an ongoing basis or regularly submitted on a monthly or more frequent basis, such as status reports and schedule updates.

Step 2. Preparing the Deliverable

For document Deliverables, Contractor shall prepare the document as an electronic PDF file, with the file name as follows: ACES Deliverable [name of deliverable] version [version number].pdf. (Brackets are not to be included in the file name.) The header or footer of each page of the document shall contain the phrase "ACES Deliverable" and the name of the deliverable, the Deliverable number as listed in the Authorizing Document (which is also identified for invoicing), the item number as listed in the work breakdown structure in the Project Control Document, the version number, the date delivered, and the page number. Contractor shall also deliver five (5) paper copies of any charts or tables that exceed 11x17 inches. PDF files must be openable, text-searchable, and printable using Adobe Acrobat Reader.

For desktop-software Deliverables, such as large data tables, Microsoft Project or Excel files, System mock-ups, etc., where the Deliverable cannot be fully reviewed as a PDF file but can be opened or executed on a Department desktop computer, Contractor shall prepare a file using the same file-naming convention as for document Deliverables.

For software or data Deliverables to be installed into the System, Contractor shall prepare the file(s) in accordance with a naming convention and change-control procedure to be determined.

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Automated Civil Enforcement System (ACES)   *Sierra Systems Inc.*

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Step 3. Transmitting the Deliverable

For document and desktop-software Deliverables, Contractor shall email the Deliverable to County. The email shall have the Deliverable's name and version number in the email's subject line, and the body of the email shall serve as a cover letter indicating that this is a formal delivery. If a file is too large to send via email attachment, Contractor shall place the file on the project's SharePoint site (or similar arrangement) and insert the link to that specific file into the body of the email.

For software or data Deliverables to be installed into the System, Contractor shall electronically load and install the files into the ACES test environment through a formal change-control process to be determined, closely coordinated with the data center's change-control procedures and tools. Contractor shall notify County by email as soon as the software has been delivered, with the Deliverable's name and version number in the email's subject line.

When the Deliverable is transmitted, Contractor shall also submit a Task/Deliverable Acceptance Certificate in accordance with Paragraph 5.2 (Approval of Work) of the Agreement. The County Project Manager and County Project Director will sign this form when the Deliverable is accepted (at Step 9 below).

Step 4. Reviewing the Deliverable

A Deliverable is considered "out of sequence" when preceding Deliverables (based on the dependencies shown in the Project Control Document's project schedule) have not yet been delivered and accepted. County may, at its option, postpone its review of an out-of-sequence Deliverable until all preceding Deliverables have been accepted.

For document Deliverables, County shall distribute copies of the Deliverable to designated reviewers, who will identify any deficiencies and needs for improvement.

For software or data Deliverables to be installed into the System, County shall, with Contractor assistance, exercise or test the System with the delivered software installed, and make detailed notes of any deficiencies, anomalies, and needs for improvement.

For other Deliverables, County may require Contractor to conduct a demonstration or walkthrough of the Deliverable as part of its review.

Step 5. Preparing the Deliverable Response

County shall consolidate and integrate reviewer notes into a well-organized written Deliverable response that clearly explains what in particular is deficient, questionable, or needs improvement, and if relevant references any specific requirements or criteria (the "Deliverable Response"). The Deliverable Response shall indicate either that (a) the Deliverable is accepted, or (b) the Deliverable needs to be revised and go through another review cycle. If the County, acting diligently and in good faith during the preparation of the Deliverable Response, concludes that the Deliverable has so many Deficiencies that a full review cannot be completed within the allotted timeframe for County's Deliverable Response, then the County shall deliver the Deliverable Response setting out all the Deficiencies which it has identified in the Deliverable Response in accordance with the requirements of this Schedule B-6, and include in that Deliverable Response a statement that an addendum to the Deliverable Response

identifying all remaining Deficiencies will be delivered to Contractor within five (5) Business Days, or such longer period of time as agreed between the parties.

Step 6. Transmitting the Deliverable Response

County shall email the Deliverable Response to Contractor, and/or hold a conference to present and discuss the Deliverable Response, within the following timeframes:

Deliverable	Timeframe for County's Deliverable Response
Deliverable 1.1.1. Baseline Project Control Document (PCD)	1 week
Deliverable 1.1.2. Issues Tracking Log	1 week
Deliverable 1.2.1. Monthly Status Reports	next business day
Deliverable 2.1.1. System Requirements Review Report	1 week
Deliverable 2.2.1. Prototype Software	1 week
Deliverable 2.2.2. Prototype Demonstration Scripts	1 week
Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials	1 week
Deliverable 2.4.1. Functional System Design Document with Fit-Gap Analysis	2 weeks
Deliverable 3.1.1. Technical Architecture Report	1 week
Deliverable 4.1.1. External Data Sources Analysis Report	1 week
Deliverable 4.2.1. Implementation Strategies	2 weeks
Deliverable 5.1.1. Technical Environment Initialization Report	1 week
Deliverable 5.2.1. Detailed Software Design Document	2 weeks
Deliverable 5.3.1. Physical Database Documentation	1 week
Deliverable 5.4.1. COTS Software	1 week
Deliverable 5.4.2. COTS Installation Memo	1 week
Deliverable 5.5.1. Customized Application Software	1 week
Deliverable 5.5.2. Customization Report	2 weeks
Deliverable 5.6.1. Configured Application Software	1 week
Deliverable 5.6.2. Configuration Report	1 week
Deliverable 6.1.1. Interface Software	1 week
Deliverable 6.1.2. Interface Report	1 week
Deliverable 7.1.1. Report Specifications	1 week
Deliverable 7.1.2. Reports Software	1 week
Deliverable 8.1.1. Data Conversion Test-Run Report	2 weeks
Deliverable 8.2.1. Database Initialization Report	1 week
Deliverable 9.1.1. Integration Test Plans	1 week
Deliverable 9.2.1. Integration Test Results Report	2 weeks
Deliverable 10.1.1. User Acceptance Test Methodology	2 weeks
Deliverable 10.1.2. User Acceptance Test Readiness Statement	1 week
Deliverable 10.1.3. User Acceptance Test Record	2 weeks
Deliverable 11.1.1. Stress Test Plans	1 week
Deliverable 11.1.2. Stress Test Record	1 week

Deliverable	Timeframe for County's Deliverable Response
Deliverable 11.2.1. Production Environment Tuning Report	1 week
Deliverable 12.1.1. Technical Documentation	2 weeks
Deliverable 12.1.2. User Manuals and Training Materials	2 weeks
Deliverable 12.2.1. ACES Online Help Features	1 week
Deliverable 13.1.1. Training Plan	2 weeks
Deliverable 13.2.1. System Administrator/Operator Training Report	1 week
Deliverable 13.3.1. User Training Report	1 week
Deliverable 14.1.1. Cutover Plan	2 weeks
Deliverable 14.3.1. Technical Readiness Report	1 week
Deliverable 14.4.1. Organizational Readiness Report	1 week
Deliverable 14.5.1. Cutover Test Report	1 week
Deliverable 14.6.1. First Post-Cutover Report	2 weeks
Deliverable 14.6.2. Second Post-Cutover Report	2 weeks
Deliverable 15.2.1. Post-Implementation Transition Plan	1 week
Deliverables not listed here	As agreed in the Authorizing Document

Step 7. Discussing the Deliverable Response

If desired, Contractor may discuss the Deliverable Response with County, and County may revise the Deliverable Response.

Step 8. Revising and Resubmitting the Deliverable

If the Deliverable Response indicated that the Deliverable needs to go through another review cycle, Contractor shall revise the Deliverable based on County's feedback in the Deliverable Response. Contractor shall submit the revised Deliverable using sequential version numbers (or release numbers) to identify each revision submitted. Along with the revised Deliverable, Contractor shall submit:

- A Response Tracking Sheet which indicates how each item on the Deliverable Response was addressed in revising the Deliverable

- A Deliverable Change Log which clearly points out (a) what has changed since the previous version of the Deliverable, and (b) all cumulative changes from the initial version that was submitted

Contractor shall take care to ensure that each change from previous versions of a Deliverable is called out in the Deliverable Change Log. County reserves the right to ignore or make retroactive changes to any item where a change has not been clearly and completely called out.

Each time a revised version of the Deliverable is submitted, it shall go through all the steps in this Process.

Step 9. Accepting the Deliverable

When the Deliverable Response indicates that the Deliverable is accepted, the County Project Manager and County Project Director will sign the Task/Deliverable Acceptance Certificate and the Process ends. **For document deliverables,** the word "final" is added to the file name.

Step 10. Maintaining the Deliverable

After a Deliverable has been accepted, any further changes shall be made by adding edits or attachments that County and Contractor both agree to in writing, in accordance with a process defined in the Project Control Document, or if no such process is defined in the Project Control Document then through the Change Order Process set out at Section 6 of the Agreement. County shall own the Deliverable and may incorporate its contents, or portions thereof, into any subsequent work products as County deems fit. Contractor shall keep a copy of the final Deliverable, and any edits or attachments, in its project records.

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AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT B-7:
WORKFLOWS

Table of Contents

Introduction to the Workflow Tables

A workflow is a recurring sequence of steps in a business process. The workflow tables show:

- various situations that could occur in each business process
- actions to be taken in response to those situations
- the system's role in carrying out those actions
- the system's role in controlling the flow of action

A workflow table is essentially a listing of each step in the process, in a parsed format. This is the format:

WHEN	WHO	WHAT
If belongings are left in the rental unit	Field Employee	Describes in the comments section of the paperwork.

Each row reads like a regular English sentence. (Action verbs must be in "third-person active voice" for this to read properly.)

The "WHEN" column indicates the conditions for a step (or a block of steps) to occur. Horizontal lines show the boundary for a block of steps that fall under one condition. Sometimes conditions are nested—a condition within another condition. A nested condition is indicated by indenting it within the "WHEN" column. Most conditions are "if" statements, indicating that the step (or block of steps) is skipped if the condition is not met. An "after" or "when" condition means that the process waits until the condition is met, then continues with that step. A "whenever" condition is similar to an "if" condition but can occur at any further point in the process. A "for each" condition indicates that the work being processed in that step may be subdivided into components parts, and the step may be repeated for each component. "Otherwise" indicates that the step (or block of steps) is taken when the immediately previous "if" condition is <u>not</u> met.

The "WHO" column indicates the "actor" who performs the step. The actor can be a person or a system. The person is usually identified by generic role within the business process (not necessarily the ACES user role). The system is identified by the name of the system—usually it is ACES.

The "WHAT" column is the action step to be taken when the "WHEN" condition occurs, by the actor in the "WHO" column. **Boldface** indicates an action in which a user is using ACES.

The "COMMENTS" column is used for additional notes.

Unless otherwise indicated, action flows sequentially from step to step—step number "x" can occur once step "x minus 1" has been completed, except for steps skipped based on conditions in the "WHEN" column. When a predecessor step is not immediately obvious, it is called out (for example, "from Step 27").

The workflow tables may occasionally identify data-validation rules, calculation formulas, etc., but generally these details are not included in the workflow tables. Specific screens, data fields, user commands, etc. are generally not shown in the workflow tables.

These workflow tables are at an intermediate level of detail. The level of detail may vary because this is a business process vision rather than a refined specification.

These workflows give a simplified sketch of how day-to-day business operations will take place using ACES. They are not intended as a complete specification or as a precise statement of system usage and behavior, or a comprehensive list of business rules. As more information becomes available about the particular features of ACES, workflows are likely to be refined and updated. Workflow revisions are expected as part of Task 2 (Functional Assessment) in the Statement of Work.

Intake Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Customer	1. Makes request for service.	
	Counter Clerk	2. **Creates Service Request.** 3. **Selects a service type.** 4. **Enters initial data.**	
	ACES	5. Displays checklist for the paperwork needed. 6. Calculates whether there is sufficient time to perform the service by comparing the current date with the Last Day to Serve Date.	
If there is NOT sufficient time to perform the service (from Step 6)	ACES	7. Displays warning to Clerk.	This is called a "short-dated order."
	Counter Clerk	8. Tells Customer that there is only enough time for one service attempt, and CMU will refund fee if service is not completed. Asks Customer whether or not that is acceptable.	
If Customer does not accept	Counter Clerk	9. **Cancels the Service Request.** 10. PROCESS ENDS.	
Always	Counter Clerk	11. **Checks sufficiency of paperwork:** 12. **Searches for an existing Case corresponding to the information in the paperwork.** 13. **Either:** a. **Selects an existing Case, or** b. **Creates a new Case**	
	ACES	14. Calculates and displays: a. fees and fee deposit required b. expense deposit required c. account balance d. money now due	
If Customer's paperwork included a forma pauperis, OR Customer is a County agency	ACES	15. Waives fees that can be waived based on business rules.	
If Customer is a Creditor or a Third-Party Claimant	ACES	16. Accrues the waived fee so that it will be deducted from any subsequent disbursement to the Customer (or written off if the Case does not result in collected funds applied toward the Customer's judgment or claim).	
Always	Counter Clerk	17. Informs Customer of the charges if any (from Steps 14-15).	
If Customer does not agree to charges	Counter Clerk	18. Cancels the Service Request. 19. PROCESS ENDS.	
If money is now due	Counter Clerk	20. Starts FUND INTAKE WORKFLOW.	
Later in the day, or the next day	Intake Clerk	21. **Scans paperwork as attached image.** 22. **Enters additional data (such as new Principal Parties, etc.).**	
If the Court or Authority is not already in the database	Intake Clerk	23. Calls or emails Information Systems Section (ISS).	
	ISS User	24. **Either:** a. **Adds a new Court or Authority and associates it to the Case.** b. **Selects an existing Court or Authority.**	
If there are unresolved issues with the Service Request	Intake Clerk	25. **Returns paperwork to Customer.** 26. **Determines whether fees or deposit are to be refunded.**	
If fees or deposit are to be refunded	Intake Clerk	27. **Sets up the refund, which will be subsequently processed via the TRUST DISBURSEMENT WORKFLOW.**	
	Intake Clerk	28. **Cancels the Service Request.**	

END OF WORKFLOW

Eviction Workflow

Prior to an eviction, a Landlord may request the Sheriff to serve a Notice to Pay Rent or Quit via the PERSONAL SERVICE WORKFLOW.
The BANKRUPTCY WORKFLOW can stay an eviction at any point in the process; and can resume or restart the eviction when the stay is lifted.

WHEN	WHO	WHAT	COMMENTS
Always	Landlord	1. Sues tenant for unlawful detainer in superior court.	
	Court	2. Issues a Writ of Possession to Landlord.	
	Landlord	3. Starts INTAKE WORKFLOW.	

	Intake Clerk	4. In the "no-lockout-prior-to" field, enters*:
		  a. a specific date, OR
		  b. a specific number of days (excluding weekends & court holidays) after service of the Five-Day Notice to Vacate (Step 8).
			*This is taken off the writ; typically "b" is 5 days.

	ACES	5. Creates a Service Request for Five-Day Notice to Vacate. 6. Routes Service Request to Serving Office.	
	Serving Office Clerk or Field Employee	7. Prints Service Package for Five-Day Notice to Vacate.	

	Field Employee	8. Serves Five-Day Notice to Vacate —either:
		  a. Posts on property AND mails to Debtor; OR
		  b. Serves Debtor via PERSONAL SERVICE WORKFLOW:
		9. Closes Five-Day Notice to Vacate Service Request by entering a final disposition and how, where, when, and to whom it was served.	

Weekly	ACES	10. Identifies Lockouts ready to be performed the following week.	
	Clerk or Field Employee	11. Verifies readiness for lockout and Creates Service Requests for Lockouts. 12. Schedules the Lockouts. 13. Prints Notices of Final Lockout (enforcement letter) to each Landlord indicating the date and time of the lockout. Each Notice has a unique number printed on it. 14. Mails the notices.	Landlord (or agent) must be present at the lockout..

For each Lockout Scheduled in Step 12	Clerk or Field Employee	15. Prints Lockout Service Package:
		  a. Writ image
		  b. "Red tag" form to be taped to door
		  c. Landlord's receipt form
		  d. Service Ticket form
			Forms include pre-populated data as well as blanks for field notes.

If Landlord decides to cancel the lockout	Landlord	16. Informs Serving Office employee.	
	Clerk or Field Employee	17. Verifies identity of caller —unique number printed in Step 13 can help with this. 18. Cancels the Lockout service. 19. Closes the Service Request by entering a final disposition. . 20. Starts WRIT RETURN WORKFLOW. 21. PROCESS ENDS.	

Always	Field Employee	22. Performs Lockout:
		  a. Tapes "red tag" to door.
		  b. Gives Landlord's receipt to Landlord.
		  c. Writes information on Service Ticket.
		23. Enters data.
		24. Scans Service Ticket as attached image.
		25. Closes the Service Request by entering a final disposition.
		26. Starts WRIT RETURN WORKFLOW.
		27. PROCESS ENDS.
			Landlord takes possession of the premises at this point. If tenant returns, Landlord calls local police.

END OF WORKFLOW

Writ Return Workflow

WHEN	WHO	WHAT	COMMENTS
When <u>any</u> of the following conditions occur: (i) this workflow is invoked by another workflow; (ii) a Writ is expired (2 years for a writ of execution, 3 years for a writ of attachment); (iii) the Judgment Creditor sends a written request for a writ return; (iv) no levy has taken place for 180 days after the Writ issuance date; (v) the time for enforcement of the money judgment has expired	ACES	1. Determines whether the writ's disbursement balance exceeds "x."	"x" is set by law, which changes from time to time.
If the writ's disbursement balance exceeds "x"	ACES	2. Alerts user. 3. PROCESS ENDS.	

Otherwise (balance ≤ "x")	ACES	4. Displays:
		    a. Summary of open items for this Writ (money judgments, levies, protective orders, disbursements, etc. that have not yet been fully carried out or cancelled)
		    b. Whether Creditor has instructed Sheriff to retain the Writ until it expires
		    c. A listing of items served, judgments, charges, collections, disbursements, and balances pertaining to the Writ
		5. Indicates whether Writ is ready for return, based on business rules.
			One of the business rules is that if all conditions are met for writ return except that it has a disbursement balance of less than "x", that amount can be transferred from the Trust Fund to the CMU Overage Account and the Writ returned.

	User	**6. Reviews relevant information.** **7. Indicates whether or not to return the Writ at this time.**	
If decision is NOT to return Writ		8. PROCESS ENDS.	
Otherwise (return Writ)	ACES	9. Produces a financial report pertaining to the Writ (similar to the financial information from Step 4). 10. Combines the financial report and the Writ image into a PDF file.	
	User	**11. Views and verifies.** **12. Prints.*** **13. Has messenger bring to Court.***	*In the future, this will be transmitted electronically to the Court.
	ACES	14. Transfers the writ's disbursement balance from the CMU trust fund to the CMU overage account.	

END OF WORKFLOW

Arrieta Claim Workflow

WHAT IS AN ARRIETA CLAIM?

When the Sheriff attempts to perform the final lockout in an eviction, a third party may hand a Claim of Right to Possession form to the Sheriff in which that individual claims to have been an occupant of the property but was not named in the unlawful detainer complaint.

If the eviction writ was issued pursuant to California Code of Civil Procedures § 415.46, then the Sheriff will reject the claim.

But if the writ was **not** issued pursuant to California Code of Civil Procedures § 415.46, then the Sheriff must immediately stop the lockout until the court hears the occupant's allegations at a hearing within a week or if the occupant posts 15 days rent (10 days plus five to answer the summons), the hearing will take place anywhere from one to two weeks later.

If the Court decides that the claim is valid, the Landlord must start the whole eviction process over again as to that tenant by serving a new notice followed by the summons and complaint which the occupant can contest by filing any one of the above responses. If the claim is denied, the court will order the Sheriff to continue with the lockout.

The only way to prevent an Arrieta claim is to either serve everyone in possession or to serve a form with the summons and complaint known as a Pre-judgment Claim of Right to Possession. This form gives any unnamed occupant the right to identify himself or herself so that the Landlord can proceed against them.

WHEN	WHO	WHAT	COMMENTS
Always	Claimant	1. Fills out a claim form and files it in person at a CMU Office counter OR hands the claim form to the Deputy in the field.	
	Clerk or Deputy	2. Reviews form for completeness. 3. **Identifies applicable eviction Service Request on ACES or from paperwork.**	
	Clerk or Deputy (consulting supervisor)	4. **Views data showing whether eviction process was served per CCP §415.46 (e).** 5. **Views data showing whether a previous Arrieta claim for this eviction had been denied for reasons other than nonpayment of court fee (from Step 20).** 6. **Determines whether a third party may object to an enforcement of the eviction.**	Text of CCP §415.46 is shown at the end of this workflow.
If this eviction is <u>not</u> subject to the Claim (from Steps 4 and 5)	Clerk or Deputy	7. Returns form to Claimant. 8. PROCESS ENDS.	
Otherwise (eviction <u>is</u> subject to the Claim, from Step 4)	Clerk or Deputy	9. Fills in levying officer portion of claim form. 10. **Stays the eviction.** 11. **Enters data, including new Principal Party.** 12. **Scans hard copy as attached images:** a. **Completed form**	Currently this is photocopied rather than scanned
If in CMU Office		b. **Claimant's drivers license or ID**	
If the Service Package has been sent to the Field	Clerk	13. Notifies the field employee by telephone.	
	Clerk	14. Sends original claim form to the Court.	
	Claimant	15. Pays fee to the court.	
If Claimant does not pay fee to court (Step 15) by due date	Court	16. Issues court order denying the claim for reasons of nonpayment of court fee.	
Otherwise (fee was paid)	Court	17. Issues court order either granting or denying the claim. 18. Messengers that court order to CMU.	
	Clerk	19. Receives Court order on the claim. 20. Enters data and scans court order as an attached image.	
If the Court granted the claim	Clerk	21. Starts WRIT RETURN WORKFLOW.	
Otherwise (the Court issued an order to proceed with the eviction)	Clerk	22. **Removes the stay (from Step 10).**	
	Deputy	23. **Resumes the eviction.**	

END OF WORKFLOW

FULL TEXT OF CALIF. CODE OF CIVIL PROCEDURE §415.46:

(a) In addition to the service of a summons and complaint in an action for unlawful detainer upon a tenant and subtenant, if any, as prescribed by this article, a prejudgment claim of right to possession may also be served on any person who appears to be or who may claim to have occupied the

premises at the time of the filing of the action. Service upon occupants shall be made pursuant to subdivision (c) by serving a copy of a prejudgment claim of right to possession, as specified in subdivision (f), attached to a copy of the summons and complaint at the same time service is made upon the tenant and subtenant, if any.

(b) Service of the prejudgment claim of right to possession in this manner shall be effected by a marshal, sheriff, or registered process server.

(c) When serving the summons and complaint upon a tenant and subtenant, if any, the marshal, sheriff, or registered process server shall make a reasonably diligent effort to ascertain whether there are other adult occupants of the premises who are not named in the summons and complaint by inquiring of the person or persons who are being personally served, or any person of suitable age and discretion who appears to reside upon the premises, whether there are other occupants of the premises.

If the identity of such an occupant is disclosed to the officer or process server and the occupant is present at the premises, the officer or process server shall serve that occupant with a copy of the prejudgment claim of right to possession attached to a copy of the summons and complaint. If personal service cannot be made upon that occupant at that time, service may be effected by (1) leaving a copy of a prejudgment claim of right to possession attached to a copy of the summons and complaint addressed to that occupant with a person of suitable age and discretion at the premises, (2) affixing the same so that it is not readily removable in a conspicuous place on the premises in a manner most likely to give actual notice to that occupant, and (3) sending the same addressed to that occupant by first-class mail.

In addition to the service on an identified occupant, or if no occupant is disclosed to the officer or process server, or if substituted service is made upon the tenant and subtenant, if any, the officer or process server shall serve a <u>prejudgment claim of right to possession</u> for all other persons who may claim to occupy the premises at the time of the filing of the action by (1) leaving a copy of a prejudgment claim of right to possession attached to a copy of the summons and complaint at the premises at the same time service is made upon the tenant and subtenant, if any, (2) affixing the same so that it is not readily removable in a conspicuous place on the premises so that it is likely to give actual notice to an occupant, and (3) sending the same addressed to "all occupants in care of the named tenant" to the premises by first-class mail.

The person serving process shall state the date of service on the prejudgment claim of right to possession form. However, the absence of the date of service on the prejudgment claim of right to possession does not invalidate the claim.

(d) Proof of service under this section shall be filed with the court and shall include a statement that service was made pursuant to this section. Service on occupants in accordance with this section shall not alter or affect service upon the tenant or subtenant, if any.

(e) If an owner or his or her agent has directed and obtained service of a <u>prejudgment claim of right to possession</u> in accordance with this section, no occupant of the premises, whether or not such occupant is named in the judgment for possession, may object to the enforcement of that judgment as prescribed in Section 1174.3.

(f) The prejudgment claim of right to possession shall be made on the following form: [The Prejudgment Claim of Right to Possession form appears in the hard-copy publication of the chaptered bill. See Chapter 57, pages 159-162, Statutes of 1991.]

Bank Garnishment Workflow

In a bank garnishment (also called a bank levy) a CMU employee serves on a financial institution (bank, savings and loan, or credit union) a levy requesting funds or property in all accounts and safe deposit boxes under the judgment debtor's name that are held by the financial institution. Once funds have been received by CMU, the Creditor is notified and a check mailed within 30 days for the amount received minus the sheriff's processing fee on each disbursement of money paid to the Creditor. This fee is added on to the balance owed and paid by the judgment debtor. The Sheriff's responsibilities are limited to serving the levy and receiving and disbursing collected monies. The Sheriff cannot compel a financial institution to comply with the levy. If the financial institution does not comply, an order can be served on the financial institution to appear in court.

WHEN	WHO	WHAT	COMMENTS

Always	Creditor/Plaintiff	1. Submits paperwork:
		  a. writ of execution (money judgment) OR a writ of attachment (either ex parte or after hearing)
		  b. bank name/address bank account number and/or social security number (optional)*
		  c. fictitious business name statement (optional)
		  d. court order authorizing a levy on a third party bank account (optional)
		  e. whether or not a safe deposit box is to be levied,** with instructions on what CMU should do with the box's contents
			Principal Parties needed: Debtor/Defendant, Creditor/Plaintiff, Bank, Attorneys if any.
			
			*The account number and/or social security number is not required to make the levy but this information is helpful in identifying accounts held by the judgment debtor.
			
			**This requires a $500 fee deposit for locksmith costs.

If the account stands in an alias name of the judgment debtor that was added by the court when the writ was issued		f. affidavit of identify	
If the account is in the name of a spouse who is not a named judgment debtor AND the account is not shared with the judgment debtor		g. spousal affidavit	
Always	Intake Clerk	2. Starts INTAKE WORKFLOW.	
	ACES	3. Assigns Service Request to a Serving Office.	The levy must be served at the specific branch where the account is maintained (or alternatively at a central location for all that banks' in-state branches, if the bank has designated such) and only attaches those funds in the account at the time of service.
If Creditor/Plaintiff requests a safe deposit box levy AND did not supply appropriate instructions and fees	Intake Clerk	4. Informs Creditor/Plaintiff. 5. Temporarily suspends the process.	
	Customer	6. Submits the instructions and fees.	
	Intake Clerk	7. Scans paperwork and enters data. 8. Starts FUND INTAKE WORKFLOW for fees. 9. Resumes the process.	
If the suspended process has not been resumed after 7 days	ACES	10. Cancels any levy on safe deposit box. 11. Resumes the process.	
Always	Serving Office Clerk	12. Prints Service Package. 13. Gives Service Package to a Field Personnel for service to the Bank.	
	Field Personnel	14. Serves bank manager or authorized agent via PERSONAL SERVICE WORKFLOW.	
If this is a writ of attachment issued ex parte, AND Debtor/Defendant is a natural person, AND has NOT "generally appeared" in the action***	Field Personnel	15. Serves Debtor/Defendant via PERSONAL SERVICE WORKFLOW.	***If the Sheriff served the summons & complaint, a written response is considered an appearance.
Otherwise	Field Personnel	16. Mails notice (from Service Package) to Debtor/Defendant. 17. Enters data indicating when notices were mailed.	
Always	Field Personnel	18. Emails status to Creditor/Plaintiff (or attorney if known) and Debtor/Defendant's attorney (if known).	Creditor can view status on Website.

WHEN	WHO	WHAT	COMMENTS
Within 10 days after service (Step 14)	Bank	**19.** On Memorandum of Garnishee form, indicates the status of the account: a. whether it exists b. whether it is closed c. accountholder(s) including third parties d. whether it is a social security direct deposit account or a public-benefit deposit account. e. any other reason that precludes garnishment f. whether a safe deposit box has been located **20.** Sends Memorandum of Garnishee to Serving Office.	
If Bank determined that account can be garnished	Bank	**21.** Freezes the garnished bank account minus any exemption amount (see Step 30). **22.** Charges its own "levy fees" (usually $75-150) to the account. **23.** Mails notice(s) to the accountholder(s), which may include third parties.	
Always	Serving Office Clerk	**24.** Receives Memorandum of Garnishee from Bank. **25. Enters data.** **26. Scans Memorandum of Garnishee into electronic attachment.** **27. Emails a copy to the Creditor (or Creditor's Attorney).**	
If Bank indicated that the account is closed or does not exist	Serving Office Clerk	**28. Closes the Service Request by entering a final disposition.** **29. PROCESS ENDS.**	
If this is a social security direct deposit account or a public-benefit deposit account	ACES and Bank	**30.** Sets an automatic Claim of Exemption for the exemption amount (currently $1600). Any excess over that exemption amount can be garnished from that account.	
If there are any third parties on the account (shown on the Memorandum of Garnishee)	Clerk	**31. Prints Notice of Levy(including affidavit of identify if any) to third parties.** **32. Mails.**	
Within "x" days	Third Party	**33.** May start THIRD PARTY CLAIM WORKFLOW.	
Within "x" days after notice to Debtor (from Step 16)	Debtor/Defendant	**34.** May start CLAIM OF EXEMPTION WORKFLOW for hardship.	"x" = 10 days plus: 5 for in-state mailing;10 for other states, 20 for international
If amount to satisfy changes	Control Office Clerk	**35. Enters data.** **36. Prints notification to bank.** **37. Mails notification to bank.**	
If a Writ of Execution has been filed for this levy		Continue below.	
"x" days after Debtor was notified (Step 16 or 15) AND "x" days after Notice of Levy was mailed to third parties (from Step 32)	ACES	**38.** Alerts Clerk.	
	Control Office Clerk	**39.** Notifies bank, instructing it to release funds to the levying officer.	
	Bank	**40.** Remits the frozen funds to CMU Office via check sent first class mail.	
	Control Office Clerk	**41.** Receives check. **42. Starts FUNDS INTAKE WORKFLOW.** **43. Starts TRUST DISBURSEMENT WORKFLOW to disburse funds to Creditor.**	
	ACES	**44.** Determines whether or not enough money has been collected to satisfy judgment.	
When judgment has been satisfied (from Step 44)	ACES	**45.** Emails notice to Creditor. **46.** Determines any overage due the Debtor. **47.** Alerts Clerk.	
If overage (from Step 46)	Clerk	**48. Starts TRUST DISBURSEMENT WORKFLOW to disburse funds to Debtor.**	

WHEN	WHO	WHAT	COMMENTS
If a safe deposit box is to be opened	Clerk	49. Schedules a date and time to open the box, with Creditor/Plaintiff and bank. 50. **Enters data.** 51. **Prints Service Ticket.**	
	Field Deputy	52. Arranges for a storage company to pick up and store the items to be seized.	
If no key is found	Field Deputy	53. Arranges for a locksmith to open the box.	
	Plaintiff/Creditor and Field Deputy	54. Are present when box is being opened.	
	Locksmith or Field Deputy	55. Opens the box.	
	Field Deputy	56. Inventories the items taken from the box. 57. Puts items into a metal box. 58. Gives the items, along with a copy of the inventory, to the storage company.	
	Storage company employee	59. Makes its own inventory. 60. Gives a copy of the inventory to the Field Deputy.	
	Field Deputy	61. Enters data and scans paperwork.	
When release is permitted	Clerk	62. **Releases the seized items to the Creditor/Plaintiff.** 63. **Prints release authorization.** 64. Notifies storage company. 65. Gives release authorization to Creditor/Plaintiff.	
	Creditor/Plaintiff	66. Picks up items from storage company.	
When no further action is to be taken on this bank garnishment	Clerk	67. **Closes the Service Request by entering a final disposition.** 68. **Starts WRIT RETURN WORKFLOW.** 69. PROCESS ENDS.	
If account was frozen through Writ of Attachment AND EITHER court releases that Writ OR Writ has expired (no Writ of Execution was issued)		70. To be determined.	

END OF WORKFLOW

Wage Garnishment (EWO) Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Creditor	1. Starts INTAKE WORKFLOW.	Principal Parties needed: Debtor, Creditor, Employer, Attorneys if any.
	Intake Clerk	2. Prints Service Package. 3. Sends to Employer by either: a. First-class mail b. Certified mail (for out-of-state federal employers) c. PERSONAL SERVICE WORKFLOW	EWO must be initiated within 180 days from Writ issue date.
If Employer response is not received within "x" days	ACES	4. Alerts Clerk.	ACES must distinguish between support and non-support EWOs, which have different forms and rules.
	CMU Employee	5. Starts PERSONAL SERVICE WORKFLOW.	
Always	Clerk	6. Receives either certified mail return or employer response. 7. Enters data (date of service, mailing date, received date, etc.). 8. Scans employer response as attached image.	
Always	CMU Employee	9. Emails Creditor image of employer response.	
If no affirmative Employer response AND 180 days since writ was issued	ACES	10. Alerts Clerk.	
	Clerk	11. Closes the Service Request by entering a final disposition. 12. Starts WRIT RETURN WORKFLOW. 13. PROCESS ENDS.	
Whenever Employer takes pay from Debtor for this EWO	Employer	14. Sends check to Sheriff.	
	Clerk or Lockbox	15. Receives the check. 16. Starts FUND INTAKE WORKFLOW.	
	ACES	17. Sends funds to Creditor via TRUST DISBURSEMENT WORKFLOW. 18. Determines whether judgment is satisfied.	Court Clerk can deem it satisfied if less than $10 remains unsatisfied.
If court modifies the EWO (such as a change in monthly amount or grand total)	Court or any party	19. Notifies CMU Office.	
	Clerk	20. Updates Case record. 21. Scans court order as attached image. 22. Prints Notification of Termination of EWO. 23. Mails to Employer.	
When the amount to satisfy is less than "x"	ACES	24. Alerts Clerk.	A formula will be devised to calculate "x". Employers sometimes stop garnishing too early or too late; this will save phone calls.
	Clerk	25. May email a reminder to Employer showing the remaining amount to be garnished.	
When the EWO writ is about to expire (10 years) but judgment has not been satisfied	Creditor	26. Applies to the court for a renewal of judgment.	
	Court	27. Issues a certificate indicating that Creditor has applied for a renewal of judgment.	
	Creditor	28. Brings certificate to CMU Office.	
	Clerk	29. Updates Case record. 30. Scans certificate and application for renewal as attached image. 31. Prints Employer notification. 32. Mails Employer notification.	
When the judgment has been satisfied (from Step 18) OR the EWO writ is 10 years old and not renewed (except Support EWOs which lack a statutory time limit)	ACES	33. Calculates any overage to be refunded. 34. Sends an email to Creditor and Employer. 35. Alerts Clerk.	
	Clerk	36. Prints notices to Creditor and Employer. 37. Mails notices.	
If overage (from Step 46)	Clerk	38. Starts TRUST DISBURSEMENT WORKFLOW to send funds to Employer.	
	Clerk	39. Closes the Service Request by entering a final disposition. . 40. Starts WRIT RETURN WORKFLOW.	
Any time	Creditor and Employer	41. May query a customer-accessible database to view accounting history for this EWO.	

END OF WORKFLOW

Personal Property Seizure & Sale Workflow

<u>Writ of Possession (Claim and Delivery)</u> directs the Sheriff to seize and store the property for 10 days. If the defendant does not post a redelivery bond (undertaking), the property is transferred to the plaintiff. An undertaking is a bond (usually a monetary deposit) that a party posts with the Sheriff or court, as a substitute for levied property. Undertakings are usually 1½ to 2 times the judgment. <u>Writ of Possession (Personal Property)</u> authorizes the Sheriff to seize specific personal property for immediate delivery to the creditor. <u>Writ of Execution (Money Judgment)</u> authorizes the Sheriff to seize and sell specific personal property and disburse the proceeds toward a money judgment.

WHEN	WHO	WHAT	COMMENTS
Always	Creditor	1. Starts INTAKE WORKFLOW.	Documents may include: Order Directing Transfer; Summons & Complaint.
	Intake Office Clerk	2. Estimates towing and/or storage costs. **3. Verifies that the fee deposit is sufficient to cover projected towing and/or storage costs.**	
If additional fee deposit is needed	Intake Office Clerk	**4. Requests and receives fee deposit from Customer. 5. Starts FUNDS INTAKE WORKFLOW.**	
Always	ACES	6. Assigns Service Request to a Serving Office.	
	Serving Office Clerk	**7. Prints Service Package, including Notice of Levy to be served on Defendant/Debtor.** 8. Gives Service Package to a Field Deputy.	
If this is a writ of possession (claim and delivery) AND within 10 days of writ issuance	Creditor	9. May post an undertaking with the court.	This plaintiff's (i.e., the Creditor's) undertaking authorizes the Sheriff to release the
If Creditor posted an undertaking	Creditor	10. Submits proof to CMU.	vehicle to the Creditor. If the court rules for the Debtor, the undertaking is compensation for the seized property. If the court rules for the Creditor, the undertaking is returned to the Creditor.
	Clerk	**11. Scans paperwork and enters data. 12. Notifies Debtor (defendant).**	
	Debtor	13. May file an objection in court within 10 days of the posting of the Creditor's undertaking.	
If objection is filed	Debtor	14. Submits proof to CMU.	
	Clerk	**15. Scans paperwork and enters data.**	
	Court	16. Rules on the Debtor's objection.	
If court rules that Creditor's undertaking is insufficient	Creditor	17. May post an additional undertaking to attain sufficiency within "x" days of the court's ruling, and submit proof of this to CMU.	
	Clerk	**18. Scans paperwork and enters data.**	
If deadline passed AND Creditor's undertaking is not made sufficient	ACES	19. Indicates that there is NO Creditor undertaking.	
If Creditor's undertaking is ruled sufficient OR no objection is filed	ACES	20. Indicates that there is a Creditor undertaking.	
	Debtor	21. May post an undertaking with the court.	The defendant's (i.e., the Debtor's) undertaking authorizes the Sheriff to release the vehicle to the Debtor. If the court rules for the Creditor, the undertaking goes toward the judgment. If the court rules for the Debtor, it is returned to the Debtor.
If Debtor posted an undertaking	Debtor	22. Submits proof to CMU.	
	Clerk	**23. Scans paperwork and enters data.**	
	Creditor	24. May file an objection in court within 10 days of the posting of the Debtor's undertaking, and submit a proof of this to CMU.	
If objection is filed	Debtor	25. Submits proof to CMU.	
	Clerk	**26. Scans paperwork and enters data.**	
	Court	27. Rules on the Creditor's objection.	
If court rules that Debtor's undertaking is insufficient	Debtor	28. May post an additional undertaking to attain sufficiency within "x" days of the court's ruling, and submit proof of this to CMU.	
	Clerk	**29. Scans paperwork and enters data.**	
If deadline passed AND Debtor's undertaking is not made sufficient	ACES	30. Indicates that there is NO Debtor undertaking.	
If Debtor's undertaking is ruled sufficient OR no objection is filed	ACES	31. Indicates that there is a Debtor undertaking.	

WHEN	WHO	WHAT	COMMENTS
If this is a writ of possession (claim and delivery) AND there is a Debtor undertaking	ACES	32. Prompts the Clerk to redeliver the property to the Debtor.	
	Clerk	33. Releases property to the Debtor. 34. Closes Service Request with a final disposition. 35. Starts WRIT RETURN WORKFLOW. 36. PROCESS ENDS.	
If this is a writ of possession (personal property)	Deputy	37. Calls Creditor to meet in the field and receive property right after it is seized.	
Always	Deputy	38. Attempts to locate property.	About half of the motor vehicles are not located.
If property is not yet located	Deputy	39. Attempts to contact Defendant/Debtor at the door, to serve the court order requiring Defendant/Debtor to produce the property.	
If Defendant/Debtor was served in Step 39	Deputy	40. Notes this on the Service Ticket. 41. Enters data (this might be done later).	
	ACES	42. Adds fee for Personal Service of Turnover Order.	
If property is not located after "due diligence" attempt to locate it	Deputy	43. Notes this on the Service Ticket. 44. Closes the Service Request by entering a final disposition. 45. Starts WRIT RETURN WORKFLOW. 46. PROCESS ENDS.	
If this is a motor vehicle AND this is a writ of execution	Serving Office Clerk	47. Checks DMV database to determine: a. the vehicle's registered owner b. any liens on the vehicle c. the number of vehicles registered to the Debtor/Defendant 48. Enters data from above step.	For motor vehicles, levy instructions can be "in possession of" Defendant/Debtor" or "registered to" Defendant/Debtor.
If levy instructions = vehicle "registered to" Defendant/Debtor, AND registered owner is a different party	ACES	49. Displays warning.	
	Serving Office Clerk	50. Closes the Service Request by entering a final disposition. 51. PROCESS ENDS.	
If property is locked	Deputy	52. Attempts to locate key; may contact Defendant/Debtor.	
If levy instructions include a private-place order AND property is locked up	Deputy	53. Arranges for locksmith. 54. Notes these services on Service Ticket.	These costs will be added to the judgment.
If this is not a writ of possession (personal property)	Deputy	55. Arranges for movers or towing service to remove property from current location and put into storage. 56. Notes these services on Service Ticket.	
If Defendant/Debtor is present	Deputy	57. Serves Notice of Levy.	
Otherwise—Defendant/Debtor is not present	Deputy	58. Tapes Notice of Levy to area where seized. (This will also be mailed in Step 70.)	
If property is to be delivered to Creditor in the field (from Step 37)	Deputy	59. Delivers the seized property to the Creditor. 60. Scans paperwork as attached image. 61. Closes the Service Request by entering a final disposition. 62. Starts WRIT RETURN WORKFLOW. 63. PROCESS ENDS.	
If property is taken into custody	Deputy	64. Writes an inventory, describing property, contents, condition, etc. 65. Makes a copy of the inventory. 66. Gives the copy of the inventory to the movers or tow driver.	Property would be taken into custody with a writ of possession (claim & delivery) or writ of execution (sale)
Always	Deputy or Clerk	67. Enters data indicating what was done. 68. Scans paperwork (such as inventory write-up, Service Ticket, tow or mover receipt, etc.) as attached image 69. Mails a copy of the paperwork, including inventory, to the Creditor.	

WHEN	WHO	WHAT	COMMENTS
If Defendant/Debtor was not served in Step 57	Deputy or Clerk	70. **Prints Notice of Levy to Defendant/Debtor.** 71. **Mails.**	
If there are liens on the property	Deputy or Clerk	72. **Prints Notice of Levy to Lienholders.** 73. **Mails.**	
If levy instructions include selling		Continue below.	
If a motor vehicle, aircraft, or vessel was seized	Deputy or Clerk	74. **Enters data into Stolen Vehicle System (SVS) or FAA system to indicate that the item was seized by a levying officer and not stolen.**	
	Clerk	75. **Tracks towing, moving, and/or storage costs paid out for this Service Request (see VENDOR PAYMENT WORKFLOW).**	
	Lienholders or other interested parties	76. May request that CMU send the Notice of Sale (Step 85).	
If request is made (from Step 76)	Clerk	77. **Enters the requestor's contact information.**	
If this is a motor vehicle AND this is Defendant/Debtor's only vehicle (from Steps 47-48)	ACES	78. Indicates that the automatic exemption is to be included in the minimum bid.	
If this is a motor vehicle AND it has liens (from Steps 47-48)	ACES	79. Indicates that the liens are to be included in the minimum bid.	
	Deputy or Clerk	80. **Itemizes costs, liens, exemptions, etc.** 81. **Sets a date and time for sale to be held.**	
	ACES	82. Validates that sale date is "x" days after posting. 83. Sets minimum bid to cover costs, liens, exemptions, etc.	

	Clerk	84. **Creates and prints Notice of Sale.**
		85. **Mails it to:**
		    a. Defendant/Debtor (and/or attorney)
		    b. Creditor (and/or attorney)
		    c. Lienholders (from Steps 47 and 77)
		    d. Others who requested such notices	

	Deputy	86. Posts the Notice of Sale.	Must be $\geq$ 10 days before Sale Date.
If a Claim of Exemption or Third-Party Claim has been filed within the deadline	ACES	87. Alerts Deputy and Clerk.	
	Deputy	88. Awaits Court orders. 89. **May cancel the sale.**	Sale won't be canceled if Creditor pays off third party's claim.
If sale was cancelled then the claim is not upheld	Deputy	90. Re-starts the sale—Step 80.	
10 days after Notice of Sale was posted	Deputy	91. **Prints Sale Ticket.** 92. Reads Notice of Sale to bidders. 93. Receives bids. 94. Enters data. 95. **Scans Sales Ticket and attaches as image.**	
	ACES	96. Displays whether minimum bid was reached. 97. Displays whether judgment has been paid off.	
	Defendant/Debtor	98. May pay off the judgment just prior to sale.	
If minimum bid was NOT reached OR judgment has been satisfied	Clerk	99. **Releases the property to the Defendant/Debtor.** 100. **Prints notices.** 101. Mails the notices. 102. **Closes the Service Request by entering a final disposition.** 103. **Starts WRIT RETURN WORKFLOW.** 104. PROCESS ENDS.	The Clerk must take caution to release only this property, not all properties involved in the case.

WORKFLOW IS CONTINUED ON NEXT PAGE

WHEN	WHO	WHAT	COMMENTS
	Deputy	105. Determines the buyer (highest bidder).	

	Buyer	106. Pays cash or cashier's check for:
		   a. Full price, OR
		   b. Down payment of the greater of $2,500 or 10% of the sale price	

If the Buyer is the Creditor	Buyer	c. May use "wooden money" (credit from the judgment) for amount over minimum bid.	
	Deputy	107. Issues "miscellaneous receipt."	
	Clerk	108. Enters data (sale date, buyer, etc.). 109. Starts **FUND INTAKE WORKFLOW**.	
If less than full payment was made	Buyer	110. Submits payment for the balance.	Full payment must be received within 10 days of the sale.
	Clerk	111. Starts **FUND INTAKE WORKFLOW**.	
If full payment is not received within 10 days	Clerk	112. **Applies deposit to costs following the order of precedence in CCP 701.5xx; does not refund the deposit.** 113. Re-starts the sale—Step 80.	
"x" days after the Certificate of Sale was generated	ACES	114. Alerts Clerk.	
	Clerk	115. **Generates and prints Certificate of Sale and Certificate of Release.** 116. **Calls Buyer.** 117. **Updates SVS or FAA to show change from "stored" to "released."** 118. Notifies storage facility to release item to Buyer.	Also CLETS?
	Buyer	119. Picks up Certificate of Sale and Certificate of Release from CMU Office. 120. Picks up item from storage facility.	
If seized property is not sold		Continue below.	
If court order directs redelivery OR this is a writ of execution (sale)	Deputy	121. **Releases property to Defendant/Debtor.**	
If this is a writ of possession (claim and delivery) AND it is "x" days after the Notice of Levy was served/mailed to Defendant/Debtor	ACES	122. Alerts Clerk.	
	Clerk	123. **Releases property to Plaintiff/Creditor.**	
Always	Clerk or Deputy	124. **Closes the Service Request by entering a final disposition. .** 125. Starts **WRIT RETURN WORKFLOW**.	

END OF WORKFLOW

Real Estate Workflow

Overview: (1) Court issues a writ authorizing Sheriff to levy on debtor's property, and in some cases to sell it. (2) Sheriff records the levy. (3) Sheriff serves on relevant parties. (4) If authorized, Sheriff sells the property and records the sale. (5) Sheriff disburses the proceeds of the sale.

The following types of writs are used to start the process:

Writ Type	Purpose	Time Limit for Lien to be Recorded	Time Limit for Lien to be Extinguished
Attachment	Issued pre-judgment, preventing the debtor from concealing or transferring assets prior to judgment, but not authorizing the Sheriff to sell the property.	60 days	3 years
Execution	Issued post-judgment for a money judgment, authorizing the Sheriff to sell the property to pay off the judgment.	180 days	2 years
Sale	Issued post-judgment for a foreclosure on a mortgage, authorizing the Sheriff to sell the property to pay off the mortgage.*	180 days	2 years

*Most foreclosures are "non-judicial" and do not involve the courts or the Sheriff, but the lender may not take further action to recover a "deficiency" (when sale proceeds will be less than the amount owed on the mortgage). In a "judicial" foreclosure, which does involve the courts and the Sheriff, a lender may get a "deficiency judgment" UNLESS the mortgage was for purchase money, the debtor is a natural person, AND the property is a dwelling with 1-4 units. With a deficiency judgment the debtor has a right to redeem (buy back) the property within 1 year after foreclosure (90 days if the sale proceeds were sufficient to cover the deficiency).

WHEN	WHO	WHAT	COMMENTS
Always	Creditor	1. Researches liens on the property to be attached or sold. 2. Starts INTAKE WORKFLOW.	Some liens will be extinguished with a Sheriff's sale, others will be assumed by the Buyer.

	Real Estate Clerk	3. Completes INTAKE WORKFLOW. This includes:
		    a. Creation of a Service Request
		    b. FUND INTAKE WORKFLOW for deposits for fees and anticipated costs
		    c. Data entry including parcels to be attached and/or sold, writ instructions, etc.
		    d. Scanning of paperwork such as writ etc.**
		4. Generates and prints Levy Packet.
		5. Starts RECORDING WORKFLOW to record Levy Packet (establishing a lien on the property).
		6. Generates and prints Levy Notification Packets for (a) owner of record, (b) Debtor, (c) Creditor, (d) occupant, (e) third parties if any.
		7. Mails Levy Notification Packet to owner of record, Creditor, and third parties if any.
			**A Writ of Attachment must have a Right to Attach Order After Hearing. A Writ of Sale must be accompanied by a Certified Judgment for Sale (also known as a Foreclosure Decree).

If this is a Writ of Attachment ex parte AND Debtor has no attorney of record	ACES	8. Creates a Service Request for service of Levy Notification Packet on Debtor. 9. Assigns to a Serving Office.	
	Serving Office Employee	10. Starts PERSONAL SERVICE WORKFLOW to serve Levy Notification Packet on Debtor.	Ex parte writs are issued prior to a hearing
Otherwise	Real Estate Clerk	11. Mails Levy Notification Packet to Debtor's attorney (or Debtor if no known attorney).	
Always	ACES	12. Creates a Service Request for service of Levy Notification Packet on occupant. 13. Assigns to a Serving Office.	
	Serving Office Employee	14. Starts PERSONAL SERVICE WORKFLOW to serve Levy Notification Packet on occupant.	
If occupant was NOT served (from Step 14)	Field Employee	15. Posts notice on property. 16. Observes whether property contains a dwelling.	
If property contains a dwelling	Field Employee	17. Ensures that ACES indicates it as a dwelling.	

WHEN	WHO	WHAT	COMMENTS
Whenever the judgment has been satisfied	ACES	18. Alerts Clerk.	
	Real Estate Clerk	19. PROCESS CONTINUES AT STEP 23.	

Whenever the Debtor has paid off the lien directly to Creditor, OR the court orders the lien released, OR other release conditions are met	Creditor or Court	20. Brings appropriate paperwork to CMU:
		    a. requestor's instructions, OR
		    b. court order, OR
		    c. receipt of claim and cost, OR	

	Real Estate Clerk	21. Enters data. 22. Scans and attaches paperwork. 23. identifies any open Service Requests associated with the lien. 24. Calls Creditor's attorney to verify information and actions to be taken.	
	Creditor's attorney	25. May request that the Writ be held full term. 26. May seek "certified memorandum of costs."	
	Real Estate Clerk	27. Enters data regarding the conversation with the Creditor's attorney.	
If action is pending in the field that needs to be cancelled	Real Estate Clerk	28. Calls the field employee to cancel the action.	
If a sale is pending (from Step 78)	ACES	29. Displays a list of publications (from Steps 83-85).	
	Real Estate Clerk	30. Cancels any publications not yet in press. 31. Indicates publications cancelled. 32. Cancels the sale.	
	Real Estate Clerk	33. Generates and prints Release. 34. Starts RECORDING WORKFLOWS to release the property. 35. Closes the Service Request(s) by entering a final disposition.	
If request (from Step 25) was NOT received	ACES	36. Starts WRIT RETURN WORKFLOW.	
		37. PROCESS ENDS.	

WORKFLOW IS CONTINUED ON NEXT PAGE

County of Los Angeles • Sheriff's Department
Automated Civil Enforcement System (ACES)

Exhibit B-7. Workflows
Sierra Systems Inc.

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WHEN	WHO	WHAT	COMMENTS
If this is a writ of execution OR a writ of sale		Continue below.	CMU is actually just selling the Debtor's interest in the property.
If property is a dwelling (from intake instructions or Step 17), AND Debtor is a natural person	ACES	**38.** Alerts Clerk.	
	Real Estate Clerk	**39. Prints notice to Creditor that Sheriff will release property unless CMU receives a copy of the** <u>Application for Sale of Dwelling</u> **within 26 days.** Mails.	
Within 26 days	Creditor	**40.** Submits copy of <u>Application for Sale of Dwelling</u>.	
	Real Estate Clerk	**41. Enters data.** **42. Scans and attaches paperwork.**	
If this is NOT received within 26 days	Real Estate Clerk	**43.** PROCESS ENDS VIA STEPS 28-37.	
	Creditor	**44.** Serves hearing notice on Debtor.	
	Court	**45.** Conducts hearing on the Application for Sale of Dwelling; orders the sale.	
If Debtor did not appear at hearing on the Application for Sale of Dwelling (Step 45)	Creditor	**46.** Serves <u>Second-Chance Hearing Notice</u> on Debtor. **47.** Submits <u>Proof of Service of Second-Chance Hearing</u>.*	*Until Creditor performs this step, the process is suspended until the Writ expires, then continues at Step 165.
	Creditor	**48.** Submits the court order for the sale.*	
	Real Estate Clerk	**49. Enters data, including whether Debtor has a right of redemption.** **50. Scans and attaches paperwork.**	
Whenever Creditor and Debtor have both requested in writing that sale be cancelled or postponed	Real Estate Clerk	**51. Scans in the correspondence.** **52. Cancels or postpones sale.**	Sale can be postponed or cancelled at any time upon receipt of a faxed instruction signed by Debtor and Creditor. Cancelling the sale does not release the lien.
If a sale is pending (from Step 78)	ACES	**53.** Displays a list of publications (from Steps 83-85).	
	Real Estate Clerk	**54. Cancels any publications not yet in press.** **55. Indicates publications cancelled.** **56. Cancels the sale.**	
If postponed		**57.** PROCESS RETURNS TO STEP 78.	
If cancelled	Real Estate Clerk	**58. Closes the Service Request by entering a final disposition.** **59.** PROCESS WAITS UNTIL LIEN IS EXTINGUISHED, THEN CONTINUES AT STEP 165.	

WORKFLOW IS CONTINUED ON THE NEXT PAGE

WHEN	WHO	WHAT	COMMENTS
If this is a writ of execution		Continue below.	
If (debtor is a natural person, AND this is NOT a leasehold estate with an unexpired term of less than 2 years, AND property does NOT contain a dwelling	ACES	60. Waits 120 days after levy was recorded (Step 5), plus mailing time, before Step 67.	Mailing time: 5 days if debtor's address is in California, 10 days if in other states, 20 days if out of the USA Calif. Code of Civil Procedure § 701.540 - 545
Otherwise	ACES	61. Waits 30 days after levy was recorded (Step 5), plus mailing time, before Step 67.	
If this is a writ of sale		Continue below.	
If this is a foreclosure with a deficiency judgment	ACES	62. Alerts Clerk that Step 67 must be mailed within 2 days after levy.	Calif. Code of Civil Procedure § 729.010(b)(3)
If this is a foreclosure WITHOUT a deficiency judgment	ACES	63. Waits 120 days after levy was recorded (Step 5), plus mailing time, before Step 67.	
If this is a foreclosure on a Mello-Roos assessment		Continue below	
If property contains a dwelling for more than 4 families	ACES	64. Waits 30 days after levy was recorded (Step 5), plus mailing time, before Step 67.	Calif. Code of Civil Procedure § 701.540
Otherwise	ACES	65. Waits 10 days after levy was recorded (Step 5), plus mailing time, before Step 67.	Calif. Code of Streets & Highways § 8832
If this is NOT a writ of sale on a judgment of partition	ACES	66. Alerts Clerk.	
	Real Estate Clerk	67. Generates and prints Request for Lienholder Instructions. Mails to Creditor.	A Third-Party Claim could stay the process, although most are ultimately denied.
	Creditor	68. Submits Lienholder Instructions—list of liens, lien data, and Lienholder contact data.	
	Real Estate Clerk	69. Enters data and scans paperwork.	
If Writ expiration date is less than "x" days after today	ACES	70. Alerts Clerk.	Sale date must be prior to Writ expiration date.
	Real Estate Clerk	71. Decides whether or not it is too late for a sale.	
If too late		72. PROCESS WAITS UNTIL LIEN IS EXTINGUISHED, THEN CONTINUES AT STEP 165.	
Whenever desired	Third party	73. May submit written Request by Third Party to be sent a Notice of Sale.	
If this is a writ of sale on a judgment of partition	Third party	74. May submit the request orally.	
If oral request	Real Estate Clerk	75. Writes a note in lieu of a written request.	
	Real Estate Clerk	76. Scans paperwork and enters data.	

WORKFLOW IS CONTINUED ON THE NEXT PAGE

WHEN	WHO	WHAT	COMMENTS
If <u>Lienholder Instructions</u> have been requested (Step 67) but NOT received, OR a release option is pending, OR a stay is pending, OR the writ has been returned	ACES	77. Does not allow a <u>sale date</u> to be set.	

Otherwise	Real Estate Clerk	78. Sets a <u>sale date</u>—must be:
		  a. prior to Writ expiration date (2 years after Writ issue date)
		  b. prior to expiration of judgment period	

If this is one of the following: ■ a foreclosure: (a) without deficiency, OR (b) on a Mello-Roos assessment AND property contains a dwelling for more than 4 families ■ a writ of execution: (a) Debtor is an artificial entity, OR (b) property contains a dwelling AND is NOT a leasehold estate with unexpired term less than 2 years		c. at least 120 days after <u>Levy Notification Packet</u> was served or mailed to Debtor, plus mailing time	
Otherwise		d. at least 4 weeks after today (20 days after sale date is set, plus mailing time for <u>Notice of Sale</u>, and time for publications to run)	

If this is (a) NOT a sale with right of redemption (from Step 49) AND (b) NOT a writ of sale on a judgment of partition (from Step 3)	Real Estate Clerk	79. Sets <u>"a" minimum bid</u> to cover:
		  a. liens* (from Step 69)
		    i. preferred labor claims
		    ii. state tax liens superior to Creditor's lien
		  b. sale costs to be paid by Debtor (and added to the amount to satisfy the judgment)
		  c. sale costs to be paid by Buyer including documentary transfer tax
		  d. exemptions (including any homestead)
			*Calif. CCP §1206

For Mello-Roos fore-closures		e. interests
		  f. costs after issuance of writ
		  g. levying officer costs	

For a Buyer other than the Creditor		h. deposits (undertaking) paid by Creditor pursuant to CCP § 720.260 plus 10% interest from deposit date to sale date	
If this is a sale on a judgment of partition	Real Estate Clerk	80. Refers to interlocutory judgment for terms of sale.	
If this is a writ of execution AND property is a dwelling AND Debtor is a natural person	Real Estate Clerk	81. Sets a <u>"b" minimum bid</u> (higher than "a") to 90% of fair market value.	

	Real Estate Clerk	82. Generates and prints:
		  a. <u>Notice of Sale</u> for
		    • Lienholders
		    • Debtor
		    • Creditor
		    • Third-party requestor (from Step 76)
			Publication must run for 3 consecutive weeks: 20, 10, and 5 days prior to sale. It is possible that in the future, web publication might suffice in lieu of print publication. Currently Metropolitan News Co. is used

If this is a judgment of partition		• Every party who has appeared in the action (listed in the interlocutory judgment)	
		b. Service Ticket to post the <u>Notice of Sale</u> 83. Emails publication notice. 84. Faxes publication notice. 85. Starts PERSONAL SERVICE WORKFLOW to serve <u>Notice of Sale</u> on Occupant (one attempt)	
	Field Employee	86. Posts <u>Notice of Sale</u> (a) on property AND (b) in a public place.	

WHEN	WHO	WHAT	COMMENTS
"x" days before the sale date	ACES	87. Alerts Clerk.	

	Real Estate Clerk	88. Verifies that <u>sale date</u> is at least 20 days after:
		  a. the first publication
		  b. mailings to or service on Debtor
		  c. mailings to lienholders
		  d. service on Occupant or posting on property
		  e. posting in a public place	

If criteria from Step 89 are NOT met	ACES	89. Prompts Clerk to reschedule sale.	
	Real Estate Clerk	90. Reschedules sale.	
Otherwise	Real Estate Clerk	91. Generates and prints <u>Confirmation of Sale Date</u> with itemized additional costs to be taken out of the proceeds from the sale. 92. Reviews for completeness. 93. Mails to Creditor.	
	Creditor	94. May submit an advance bid in writing.	
If Creditor submits advance bid	Real Estate Clerk	95. Enters bid data. 96. Scans and attaches written bid.	
On the sale date	ACES	97. Alerts Clerk.	
	Real Estate Clerk	98. Generates and prints <u>Sale Ticket</u>. 99. Reads <u>Notice of Sale</u> to bidders. 100. Conducts the auction: receives oral bids and writes down each bid when it is given. 101. Enters bid data. 102. Calls Creditor's attorney to inform of sale results.	Bidders must be present, except for an advance bid by the Creditor.
If the "a" minimum bid from Step 79 was NOT reached	ACES	103. Alerts Clerk. 104. PROCESS ENDS VIA STEPS 33-37.	
If highest bid fell below the "b" minimum bid from Step 81	Real Estate Clerk	105. Takes no action—lien remains in place; sale is NOT completed; property is NOT released.	
	Creditor's attorney	106. May obtain <u>court order</u> to repeat the sale process without a "b" bid.	
If Creditor's attorney obtains that court order	Creditor's attorney	107. Submits paperwork to CMU.	
	Real Estate Clerk	108. Enters data; scans and attaches paperwork. 109. PROCESS RETURNS TO STEP 78.	
Otherwise (no court order received)	Creditor's attorney	110. May request another sale attempt.	
If Creditor requests another attempt	Real Estate Clerk	111. Enters data. 112. PROCESS RETURNS TO STEP 68.	
Otherwise		113. PROCESS WAITS UNTIL LIEN IS EXTINGUISHED, THEN CONTINUES AT STEP 165.	
	Real Estate Clerk	114. Determines the buyer (highest bidder).	

	Buyer	115. Pays cash or cashier's check for:
		  a. Full price, OR
		  b. Down payment of the greater of $5,000 or 10% of the sale price	

If the Creditor is the Buyer		c. Full price ("a" above) or down payment ("b' above) <u>minus</u> credit against the judgment* for any amount in excess of the minimum bid	*Credit against the judgment is called "wooden money." Wooden money cannot be used until the minimum bid amount has been paid in cash or cashier's check.
If "wooden money" is used	ACES	116. Deducts "wooden money" credit from amount to be disbursed to Creditor as proceeds of this sale.	
	Real Estate Clerk	117. Enters <u>sale</u> data. 118. Performs FUND INTAKE WORKFLOW and issues receipt.	

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Exhibit B-7. Workflows
Sierra Systems Inc.

WHEN	WHO	WHAT	COMMENTS
If less than full price was paid	ACES	**119.** Adds to sale price: interest from date of sale to date balance is paid—10% annual interest rate on unpaid balance.	
	Buyer	**120.** Submits payment for the balance.	
	Real Estate Clerk	**121. Performs FUND INTAKE WORKFLOW.**	
If balance is not paid within 10 days of the sale	ACES	**122.** Alerts Clerk.	
	Real Estate Clerk	**123. Applies defaulting buyer's forfeited deposit:** **a. interest on amount bid, from date of bid** **to date resold, at 10% per annum** **b. liens and encumbrances** **c. Debtor's applicable exemption pursuant** **to Calif. Code of Civil Proc. § 704.720** **d. CMU's sale costs not yet reimbursed** **e. judgment (to be disbursed to Creditor)** **f. documentary transfer tax** **g. any excess (CMU overage fund)** **124. PROCESS RETURNS TO STEP 78.**	
"x" days after the sale	ACES	**125.** Alerts Clerk.	
	Real Estate Clerk	**126.** Calls Buyer. **127. Generates and prints documents to be recorded:**	
If this is a Writ of Sale With Redemption		a. <u>Certificate of Sale</u> b. Conformed copy of <u>Deed of Sale</u>	
Otherwise (other Writ type)		c. <u>Deed of Sale</u>	
		d. <u>Preliminary Change of Ownership Form</u>	If Prelim. Change of Ownership Form is recorded with the Deed, the Assessor waives a $20 recording fee. For an additional $20 Buyer may skip this form
	Employee and Buyer	**128.** Sign the documents to be recorded.	
	Real Estate Clerk	**129. Starts RECORDING WORKFLOW for above documents (includes NOTARIZATION WORKFLOW).** **130.** Mails documents to Buyer. **131. Releases the property to the Buyer.**	
	ACES	**132.** Generates planned disbursement of proceeds of the sale, in the following order of priority: a. preferred labor claims (1206 CCP) b. superior state-tax liens (7162 GC) c. third-party payoff (plus 10% if the Creditor is NOT the Buyer) (720.260 CCP) d. consensual liens and encumbrances, and any liens for labor or materials that are subordinate to the judgment creditor's e. subordinate state tax lien on such property (subject to 688.030 CCP), provided the notice of state tax lien on the property is recorded or filed before the levying officer receives the proceeds of the sale or collection	
If there is a homestead exemption		f. all other liens and encumbrances g. Debtor's applicable exemption	CCP § 704.720, 704.850
		h. levying officer's (CMU) sale costs not prepaid i. Creditor's costs, plus interest from date Writ was issued j. Creditor's judgment, plus interest as indicated on Writ k. other judgment creditors or claimants who delivered other writs to the levying officer before the sale, accompanied by instructions to levy upon the judgment debtor's property or the proceeds from its sale or collection l. other persons known by levying officer to have a junior lien m. any excess—to Debtor or deposited in Court (727CCP)	
	Real Estate Clerk	**133. Reviews planned disbursement of sale proceeds. May add or edit planned disbursements from sale proceeds.**	Clerk must disburse sale proceeds as directed in interlocutory judgment if any..
If edited	ACES	**134. PROCESS RETURNS TO STEP 133.**	

WHEN			WHO	WHAT	COMMENTS
If property was sold with right of redemption				Continue below.	
	If sale proceeds were sufficient to cover the judgment (amount owned on the mortgage)		ACES	135. Sets redemption expiration to 90 days after the sale	
	Otherwise (deficiency remains)		ACES	136. Sets redemption expiration to 1 year after the sale.	
			Real Estate Clerk	137. **Prints notice to Debtor. Mails.**	
	If redemption is desired		Person redeeming	138. Submits written request.	
		If person redeeming is successor in interest to Debtor	Person redeeming	139. Also submits certified copy of a recorded conveyance or copy of an assignment or any other evidence of interest verified by an affidavit	
			Real Estate Clerk	140. **Verifies that redemption period has not expired.**	
		If redemption period has expired	Real Estate Clerk	141. Informs Person redeeming. (Steps 159-164 would have already occurred; the process will end via Steps 165-166.)	
		Otherwise (not expired)	Real Estate Clerk	142. **Enters data and scans paperwork.** 143. **Prints notice to Buyer.** 144. Mails.	
			Buyer	145. Submits claim for any additional amount to be added to redemption amount (see Step148).	
			Real Estate Clerk	146. **Enters data and scans paperwork.** 147. **Calculates the redemption amount:** a. Purchase price paid by Buyer b. Buyer's payments of assessments, taxes, insurance, maintenance, repairs, and improvements c. Buyer's payments on prior obligations secured by the property d. Buyer's subordinate liens e. Interest on the above f. Rents, profits, and usage value (subtracted) 148. **Prints notice to person redeeming. Mails.**	
			Person redeeming	149. May dispute in court.	
		If disputed in court	Court	150. May order a change in redemption amount, etc.	
		If Court orders changes	Any party	151. Submits court order to CMU.	
			Real Estate Clerk	152. **Enters data and scans paperwork.**	
			Person redeeming	153. Submits cash or cashier's check for the redemption amount.	
			Real Estate Clerk	154. **Re-verifies that redemption period has not expired.**	
		If redemption period has expired	Real Estate Clerk	155. Informs Person redeeming. (Steps 159-164 would have already occurred; the process will end via Steps 165-166.)	
		Otherwise (not expired)	Clerk	156. **Starts FUND INTAKE WORKFLOW.** 157. **Prints and starts RECORDING WORKFLOW** for _Deed of Sale_ to person redeeming.	TRUST DISBURSEMENT WORKFLOW will get redemption payment to Buyer.
	When redemption period has expired AND property has not been redeemed		ACES	158. **Alerts Clerk.**	The Buyer had already acquired legal title when the sale was recorded, but the deed now needs to be recorded.
			Real Estate Clerk	159. Notifies Buyer, requesting recording fee.	
			Buyer	160. Submits payment for recording fee.	
			Real Estate Clerk	161. **Starts FUND INTAKE WORKFLOW.** 162. **Prints and starts RECORDING WORKFLOW** for _Deed of Sale_ to Buyer.	
Always			Real Estate Clerk	163. **Closes the Service Request by entering a final disposition.**	
When lien is extinguished			ACES	164. Alerts Real Estate Clerk	
			Real Estate Clerk	165. **Starts WRIT RETURN WORKFLOW.**	

END OF WORKFLOW

Notarization Workflow

WHEN	WHO	WHAT	COMMENTS
If Customer requests that the Sheriff serve a process and notarize the proof of service	Clerk	1. Determines whether or not Customer has provided for notary fee.	
If notary fee NOT provided	Clerk	2. Will process without notarization.	

	Clerk	3. Receives an appropriate fee deposit for notary service when the Service Request was created.
		4. Enters the following when the Service Request was created:
		    a. Instruction to notarize the proof of service
		    b. Whether or not notarization is needed if disposition is "not served"
		    c. Timeframe for serving the item and returning the notarized proof of service
			These steps need to have occurred as part of the Intake Workflow.

	ACES	5. Adds the box calling for a notary's signature & stamp when the Service Ticket was printed.	
If service was not completed AND Customer did not instruct Sheriff to notarize a "not served" disposition	ACES	6. Reminds Clerk to refund notary service fee deposit to Customer.	
	Clerk	7. Refunds notary service fee deposit to Customer. 8. PROCESS ENDS.	
Always	Employee	9. From the Service Ticket, identifies item(s) to be notarized. 10. Requests cash to pay notary from petty cash revolving fund.	
	Clerk	11. Gets cash from petty cash* in safe. 12. Makes entry in log. 13. Gives cash to Field Employee.	
	Employee	14. Takes paperwork to Notary.	
	Notary	15. Notarizes Field Employee's signature on paperwork.	
	Employee	16. Gets notary seal on document(s) to be notarized (proof of service, deed of sale, etc.). 17. Pays Notary. 18. Gets receipt.	

	Employee	19. Scans as attached image:
		    a. Documents notarized
		    b. Receipt
		20. Enters data including notary fees paid.	

	ACES	21. Adds notary fee to actual costs incurred.	
	Clerk	22. Restores petty cash.	
If notarized item is to be mailed	Clerk	23. Mails original notarized item.	
If notarized item is to be recorded	Clerk	24. Starts RECORDING WORKFLOW.	

END OF WORKFLOW

*Petty cash is a revolving fund. The Head Clerk does a monthly audit of petty cash.

Recording Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Clerk	1. Prints documents to be notarized and record-ed.	
If document needs to be notarized before recording	Clerk	2. Starts **NOTARIZATION WORKFLOW.**	Leases, deeds, etc., not liens
	Real Estate Clerk	3. Prints 2 sets of the scanned images of the documents to be recorded—each set is called a "conformed copy." 4. Mails one conformed copy to the Buyer (or person redeeming). 5. Gets cash from petty cash* in safe. 6. Makes an entry in petty cash log. 7. Brings documents to County Recorder's Office. a. Original document to be recorded b. Conformed copy 8. Pays: a. Recorder fee b. Documentary transfer tax	County Recorder has various branches—Norwalk, Lancaster, LAX, etc. In the future, documents will be electronically transmitted to the County Recorder.
	Recorder	9. Examines and accepts the documents. 10. Stamps the documents. 11. Gives to Real Estate Clerk: a. Stamped conformed copy b. Receipt	
	Real Estate Clerk	12. Enters data including: a. Recorder's document number b. Recorder fees paid c. Documentary transfer tax paid 13. Scans and attaches: a. Stamped conformed copies b. Receipt	
	ACES	14. Adds Recorder fee and documentary transfer tax to actual costs incurred.	
	Clerk	15. Restores petty cash*.	
	Recorder	16. Scans the recorded documents into the Recorder's image database. 17. Mails the originals to Buyer (or person redeeming) in 4-6 weeks.	

END OF WORKFLOW

*Petty cash is a revolving fund. The Head Clerk does a monthly audit of petty cash.

Keeper Installation Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Creditor	**1.** Starts the INTAKE WORKFLOW.	
	ACES	**2.** Assigns Service Request to a Serving Office.	
	Serving Office Clerk	**3.** Prints Service Package. **4.** Gives to Deputy.	
	Deputy	**5. Assigns a Keeper and schedules on calendar.** **6. May also assign a Relief Keeper.**	
If property is to be seized when Keeper is installed	Deputy	**7.** Arranges for other resources such as movers. **8. Starts PERSONAL PROPERTY SEIZURE & SALE WORKFLOW.**	
On the scheduled day	Deputy	**9. Prints Case status including deposit balances.** **10.** Brings Keeper to the business location. **11.** Makes demand for the amount to satisfy the judgment.*	*See note at end of this workflow.
If Debtor pays the amount	Deputy	**12.** Collects the money. **13.** Does NOT install the Keeper. **14.** Turns in the money (to any CMU office).	
	Clerk	**15. Starts FUND INTAKE WORKFLOW.** **16.** PROCESS ENDS.	
Always	Deputy	**17.** Installs the Keeper.	
If Debtor has locked the entrance	Deputy	**18.** Checks Case status printout to determine whether: **a.** Court has issued a private place order **b.** Creditor has deposited enough money to cover locksmith costs.	
If there is a private place order		Continue below.	
If not enough money deposited to cover locksmith costs	Deputy	**19.** Calls Creditor to request additional deposit to cover locksmith costs.	
	Creditor	**20.** Chooses whether or not to make the additional deposit; informs Deputy.	
If Creditor makes the deposit	Clerk	**21. Starts FUND INTAKE WORKFLOW.**	
If no private place order (from Step 18) OR Creditor chose not to cover locksmith costs (from Step 20)	Deputy	**22. Closes the Service Request by entering a final disposition.** . **23. Scans paperwork as attached image.** **24. Starts WRIT RETURN WORKFLOW.** **25. PROCESS ENDS.**	
	Deputy	**26.** Calls locksmith.	
	Locksmith	**27.** Opens the door. **28.** Gives Deputy invoice.	
	Deputy	**29.** Approves invoice. **30.** Gives Clerk invoice.	
	Clerk	**31. Starts VENDOR PAYMENT WORKFLOW.**	
	ACES	**32.** Adds locksmith costs to judgment.	
Always	Deputy	**33. Brings Service Package to Clerk.**	
	Clerk	**34.** Calls the Creditor to inform of status. **35. Enters data into Service Request:** **a.** Date, time, Keeper name, etc. **b. Cash on hand at time of installation** **c. Other data** **36. Scans paperwork as attached image.**	
At 4:30 pm, if the Keeper's shift will go past the CMU Office closing time	Clerk	**37.** Notifies: **a.** Local police **b.** Sheriff's headquarters **c.** CMU Office field supervisor. **38. Enters data indicating who was notified.**	

WHEN	WHO	WHAT	COMMENTS
At the end of each shift	Keeper	39. Takes the money from the business and puts into envelope.	This step could be combined for multiple days over a weekend.
If the Writ calls for the seizure of property	Keeper	40. Takes the property into custody.	

	Keeper	41. Fills in Daily Record form:
		   a. Money collected
		   b. Inventory
		   c. Property in custody
		   d. Keeper fee request
		   e. Expenses to be reimbursed
		42. Turns in money and property collected, along with Daily Record form.
		43. May also fill in and turn in Fee Request form and/or Expense Reimbursement form.	

	Serving Office Clerk	44. Enters data from Daily Record. 45. Scans Daily Record as an attached image. 46. **Starts FUND INTAKE WORKFLOW based on what was received in Step 42.**	
	ACES	47. Records the charge for each day's keeper fees. 48. Determines whether the balance of deposited funds will cover the projected costs.	
If deposited funds will NOT cover projected costs	ACES	49. Alerts Clerk.	
	Clerk	50. Calls Creditor to request more funds.	
If Creditor does not deposit sufficient funds	Clerk	51. Continues with Step 52.	
If the business is to be released back to the Debtor	Serving Office Clerk	52. Releases the keeper. 53. Enters data. 54. Updates status to those notified in Step 37.	
	Serving Office Clerk	55. **Starts VENDOR PAYMENT WORKFLOW to pay the Keeper.**	
	Control Office Clerk	56. **Starts TRUST DISBURSEMENT WORKFLOW to disburse funds to Creditor.**	
	ACES	57. Determines whether or not enough money has been collected to satisfy the judgment.*	*See footnote at end of this workflow.
When judgment has been satisfied (from Step 57)	ACES	58. Emails notice to Creditor. 59. Determines any overage due the Debtor.	
If overage (from Step 46)	ACES	60. Alerts Clerk.	
	Clerk	61. **Starts TRUST DISBURSEMENT WORKFLOW to disburse funds to Debtor.**	
Always	Clerk	62. **Closes the Service Request by entering a final disposition.** 63. **Starts WRIT RETURN WORKFLOW.**	

END OF WORKFLOW

*Calif. CCP 695.210. The amount required to satisfy a money judgment is the total amount of the judgment as entered or renewed with the following additions and subtractions:

(a) The addition of costs added to the judgment pursuant to Section 685.090.
(b) The addition of interest added to the judgment as it accrues pursuant to Sections 685.010 to 685.030, inclusive.
(c) The subtraction of the amount of any partial satisfactions of the judgment.
(d) The subtraction of the amount of any portion of the judgment that is no longer enforceable.

Public Defender Subpoena Workflow

WHEN	WHO	WHAT	COMMENTS

Always	Public Defender's Office	1. Creates:
		  a. Subpoena
		  b. Service Request
			Only Public Defender users can use ACES to create subpoenas.

If the Subpoena is NOT for a peace officer to appear as a witness	ACES	2. Calculates whether there is sufficient time to perform the service by comparing the current date with the Last Day to Serve Date.	
If not enough time to attempt service (from above step)	ACES	3. Displays a warning to the user, indicating that CMU may be able to make only one service attempt.	
If the Public Defender does not want to proceed	Public Defender's Office	4. Cancels the Service Request. 5. PROCESS ENDS.	

Always	Public Defender's Office	6. Searches for an existing Case corresponding to the information in the paperwork.
		7. Either:
		  a. Selects an existing Case, or
		  b. Creates a new Case
		8. Scans paperwork as attached images.
			The original paperwork will be sent to court along with the proof of service.

If the Subpoena is for a peace officer to appear as a witness	Appropriate user	9. Prints the Service Package. 10. Mails to the peace officer.	
Otherwise (NOT a peace officer witness)	ACES	11. Determines optimal Serving Office based on service address and backlogs. 12. Sends the Service Request to the appropriate Serving Office.	
	Serving Office Clerk	13. Prints the Service Package. 14. Starts PERSONAL SERVICE OF PROCESS WORKFLOW.	

END OF WORKFLOW

Protective Order and Temporary Restraining Order (TRO) Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Petitioner	**1.** Requests restraining order from a court.	

	Court	**2.** Issues a court order—one of the following:
		   a. New order
		   b. Order modifying of a previous order
		   c. Re-issue (an updated expiration date, and an updated issued date)
		   d. Order after hearing
		   e. Renewal of order after hearing
		3. May include a form regarding fee payment (fee waiver; fee paid by court; fee paid by petitioner).
			Typically there are one or more temporary orders.

	Court or CMU Office	**4.** Checks court order paperwork to ensure that it is:
		   a. Complete
		   b. Not a duplicate
		5. Inquires into ACES but does not enter ACES data.
		6. Submits to supervisor for review and approval. (CMU Only)
		7. Scans court order paperwork into SharePoint.	

If Petitioner wants Sheriff to serve the restraining order	Petitioner	**8.** Makes request for service; brings paperwork (court order; sheriff's instructions; any accompanying documents)	

	Intake Clerk	**9.** Checks Petitioner's paperwork to ensure that it is:
		   a. Complete
		   b. Not altered by Petitioner
		10. Verifies address.
		11. Determines whether a fee is due from the Petitioner (from Step 3).
		12. Starts INTAKE WORKFLOW.
			It is possible that the paperwork has not yet been scanned into SharePoint at this point.

If a fee is due from the Petitioner (from Step 11)	Intake Clerk	**13.** Receives fee from Petitioner. **14. Starts FUND INTAKE WORKFLOW.**	
Always	ACES	**15.** Creates Service Request(s)—one for each restrained party to be served.	The Service Request will wait until Step 24 to be further processed.
	Intake Clerk	**16.** Submits to supervisor for review and approval.	
When paperwork can be approved	Supervisor	**17.** Signs or stamps paperwork. **18.** Returns paperwork to Intake Clerk.	
Always	Intake Clerk	**19.** Scans paperwork into SharePoint.	
	POS Clerk	**20.** Looks in SharePoint to find court orders scanned from Step 6. **21. Inquires into ACES but does not enter ACES data.** **22.** Enters relevant data into CARPOS (California Restraining and Protective Order System) via the Justice Data Interface Controller (JDIC) interface.	For a brief description of JDIC, see the note at the end of this workflow. CARPOS creates an FCN (file control number) as its unique identifier.
	ACES	**23.** Monitors CARPOS and imports new court-order data (data filter and interface to be determined).	

WORKFLOW IS CONTINUED ON NEXT PAGE

WHEN	WHO	WHAT	COMMENTS
For each Service Request created in Step 15	ACES	**24.** Matches the CARPOS data with its corresponding Service Request (if any), using court case number as a common identifier. **25.** Copies CARPOS data (includes the FCN) into the ACES record. **26.** Accrues a fee for each CARPOS entry that CMU has made, to be billed to the State of Calif. Dept. of Justice. **27.** Sends Service Request to POS for review.	
	POS Clerk	**28. Reviews Service Request.** **29.** Compares with SharePoint. **30. May enter additional data into ACES.** **31. Creates a Service Ticket as an image file in ACES.** **32.** Pushes completed Service Ticket into SharePoint.	
	ACES	**33.** Sends Service Request to a Service Office based on location where the order is to be served.	
	Service Office Clerk, Deputy, or Field Supervisor	**34.** In SharePoint, creates and prints Service Package including Service Ticket created in Step 32. **35.** Assigns to a Field Deputy.	
	Field Deputy	**36. Starts PERSONAL SERVICE workflow.**	
	Field Deputy or Clerk	**37.** Enters proof of service into CARPOS via JDIC interface. **38. Scans proof of service and any other relevant paperwork into ACES.**	
	ACES	**39.** Monitors CARPOS, listening for new data. **40.** Matches the CARPOS data with its corresponding Service Request. **41.** Copies relevant data into ACES. **42.** Copies data, along with scanned image of proof of service, to TROWeb (lag time ≤ 10 minutes).	
If served by someone other than the Sheriff	CMU Office Clerk or POS Clerk	**43.** Receives paperwork from court or process server. **44.** Scans proof of service paperwork into SharePoint.	
	POS Clerk	**45.** Looks in SharePoint to find proofs of service scanned from Step 44. **46.** Enters data into CARPOS via JDIC interface.	
	ACES	**47.** Monitors CARPOS and imports new proof-of-service data (data filter and interface to be determined).	

END OF WORKFLOW

JDIC Note: JDIC (Justice Data Interface Controller) is a message switching system mandated by the Department of Justice (DOJ) to provide access to the California Law Enforcement Telecommunication System (CLETS), National Crime Information Center (NCIC), and National Law Enforcement Telecommunications System (NLETS) data files for law enforcement and criminal justice agencies within Los Angeles County. JDIC provides access to local, state, and federal law enforcement information from a single user interface. The JDIC system was implemented in 1977 and currently supports the Sheriff's Department, all municipal police departments, the District Attorney, the Superior Court, the Probation Department, and a variety of other local, state, and federal agencies within the County. JDIC is managed by the Sheriff's Data System Bureau, 12440 E. Imperial Hwy. 4th Floor East, Norwalk, CA 90650, 323-881-8210.

Vehicle Inspection Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Customer	1. Receives one or more "fix-it tickets" (Citations) for a vehicle. 2. Drives vehicle to CMU Office. 3. Parks vehicle in the inspection area. 4. Brings Citation(s) into the office or hands to Deputy in the inspection area. 5. Requests vehicle inspection.	
	Clerk or Deputy	6. Verifies that Citation(s) are appropriate for a CMU vehicle inspection.	CSD Web shows the list of appropriate violations.
If Clerk is performing Step 6	Clerk	7. Gives Citation(s) to Deputy.	
	Deputy and Customer	8. Walk to the Customer's vehicle in the inspection area.	
Always	Deputy	9. Inspects Customer's vehicle. 10. Determines whether vehicle passes or fails the inspection for each Citation.	
If vehicle passes inspection for a particular Citation	Deputy	11. Writes his or her own employee number on the Citation OR orally communicates to Clerk.	
Always	Deputy	12. Returns Citation(s) to Customer	
If vehicle did not pass inspection for any of the Citations		13. PROCESS ENDS.	If you don't pass, you don't pay.
For Citations that have passed inspection, as evidenced in Step 11	Customer	14. Takes Citation back to the office. 15. Pays fee.	
If ACES is not down	Clerk	**16. Creates Case record for the vehicle inspection service, entering data from Citation.** **17. Receives fee via FUND INTAKE WORKFLOW.** **18. Prints Certificate(s) of Correction.**	
If ACES is down	Clerk	19. Issues a paper receipt with a unique number, and a paper Certificate of Correction..	
When ACES is back up	Clerk	**20. Enters information retroactively, from paper into ACES.**	
Always	Clerk	21. Signs Certificate(s) of Correction. 22. Gives Customer: Certificate(s) of Correction.	
	Customer	23. Submits Certificate(s) of Correction to Court.	

END OF WORKFLOW

"Personal Service of Process" Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Clerk	1. Requests a Service Package to be printed.	
	ACES	2. Calculates whether there is sufficient time to perform the service by comparing the current date with the Last Day to Serve Date.	This step was already performed in the Intake Workflow, and is repeated here.
If not enough time to attempt service (from Step 2)	ACES	3. Displays warning to Clerk.	
	Clerk	4. May contact Customer. 5. **Decides whether or not to attempt service.**	
If not attempting service		6. PROCESS ENDS.	
Always	Clerk	7. **Prints the Service Package.** 8. Gives to Supervisor for approval.	
	Supervisor	9. Either approves or returns to Clerk for correction.	
If approved	Supervisor	10. Gives to Field Deputy.	
	Field Deputy	11. Attempts to serve the item.	If named party is an artificial entity such as a corporation, the designated agent is served
If address not found	Field Deputy	12. Indicates date and time of attempt on Service Ticket.	
If named party not found at address		13. Indicates date and time of unsuccessful attempt on Service Ticket.	
If substitution service is allowed*	Field Deputy	14. Attempts substitution service (for example, spouse in lieu of named party).	*Substitute service cannot be made if failure to appear or respond to process is punishable by arrest, e.g., subpoena, protective order or debtor examination.
If successful	Field Deputy	15. Indicates date, time, and name of substitution service on Service Ticket.	
If this was the first or second attempt	Field Deputy	16. Makes another attempt later in the day or the next day.	Supervisor should monitor service attempts to ensure adequate effort (such as trying at different times of day)
If successfully served	Field Deputy	17. Indicates on date and time of successful service on Service Ticket.	

Always	Field Deputy or Clerk	18. **Enters data from notes written on Service Ticket**
		    a. **Disposition**
		    b. **Service attempts**
		    c. **Substitution service**
		19. **Scans Service Ticket as attached image.**
		20. **Notifies Customer via email.**
			Dispositions: (1) service (including posting, sub-service, personal, constructive, publishing, recording, mail); (2) not found (cannot be served at address using due diligence); (3) no service (time to serve expired before completion of due diligence); and, (4) cancellation (customer cancelled service)

	Field Deputy	21. **Emails or faxes Notice of Service (or Notice of Non-Service) to Customer.**	This shows the history of service attempts, substitutions, etc. ("due diligence")
If physical proof of service document needs to be delivered to court	Field Deputy	22. **Prints Proof of Service document.** 23. Sends to court via messenger (U.S. Mail to out-of-county courts).	In the future this will be sent electronically.
If disposition was not found, no service, or cancelled	Field Deputy	24. Mails unserved documents to Customer.	
If the Service Request is only for service of process (no levy, eviction, protective order, etc.)	Field Deputy	25. **Closes the Service Request by entering a final disposition.**	

END OF WORKFLOW

Appeal Workflow

WHEN	WHO	WHAT	COMMENTS

Always	Court	1. Issues:
		   a. an order determining a claim of exemption
		   b. an order determining a third-party claim, OR
		   c. a judgment.	

	Debtor	2. Files an appeal at the court.	
If NOT appealing (a) a small-claims judgment OR (b) an order determining a claim of exemption	Debtor	3. Posts an undertaking with the court.	An undertaking is a bond (usually a monetary deposit) that a party posts with the Sheriff or court, as a substitute for levied property. Undertakings are usually 1½ to 2 times the judgment.
	Court	4. Issues a document confirming that the undertaking was filed.	

Always	Debtor	5. Ensures that Creditor is served notice of the appeal and undertaking (if applicable).
		6. Brings documentation to CMU Office:
		   a. Court filing of appeal
		   b. Court filing of undertaking (if applicable)
		   c. Proof of service on Creditor	

	Intake Clerk	7. Identifies the applicable Service Request(s). 8. Reviews the sufficiency of the documents.	No appeals are accepted for cases the Sheriff is not currently servicing.
Always	Intake Clerk	9. Scans the documents as attached image. 10. Stays action to prevent the disbursement, transfer, or sale of the levied property.	
If an undertaking was posted in Step 3 AND Creditor believes the undertaking is insufficient AND less than "x" days after Creditor was served in Step 5	Creditor (or protected party to whom Creditor assigned the judgment)	11. May file an objection with the Court.	
If Creditor filed an objection	Court	12. Rules on the sufficiency of the undertaking. (If not sufficient, gives 5 days for Debtor to make it so.) 13. Issues a certificate with instructions to Sheriff.	Sheriff is called the levying officer in levy actions.
If the Court rules that the undertaking is insufficient (not justified)	Creditor	14. Brings certificate to CMU Office.	
	Intake Clerk	15. Finds the applicable Service Request(s). 16. Scans documentation as attached image. 17. Resumes the levy action in the Service Request(s). 18. PROCESS ENDS.	
If an undertaking was posted AND court has ruled it sufficient for releasing the property	Debtor	19. Brings certificate to CMU Office.	
	Intake Clerk	20. Verifies that the certificate is appropriate for releasing the property. 21. Finds the applicable Service Request(s). 22. Scans documentation as attached image. 23. Lifts the stay. 24. Releases the property to the Debtor (or party from whom it was taken). 25. Closes the Service Request by entering final disposition(s). 26. PROCESS ENDS.	
When appeals court decision on the levy	Any party	27. Brings court document to CMU Office.	
	Intake Clerk	28. Verifies the document. 29. Finds the applicable Service Request(s). 30. Scans documentation as attached image.	
If appeal was granted		31. Lifts the stay. 32. Releases the lien. 33. Releases the property to the Debtor (or party from whom it was taken). 34. Closes the Service Request by entering a final disposition.	
Otherwise (levy was upheld)		35. Resumes the levy action in the Service Request(s).	

END OF WORKFLOW

Code of Civil Procedure §917.1 through .9: "Unless an undertaking is given, the perfecting of an appeal shall not stay enforcement of the judgment of order... if the judgment or order is for... money, and also, certain costs... delivery or sale of personal property, foreclosure of a mortgage... delivery of real property... a right to attach order... cases not covered above if required by the court."

Code of Civil Procedure §116.810 (a): "Enforcement of the judgment of a small claims court, including the issuance or recording of any abstract of the judgment, is automatically suspended, without the filing of a bond by the defendant, until the expiration of the time for appeal."

Manual of Civil Procedure

28.5.1 Limited Civil Cases

To appeal a judgment or order in a limited case to the appellant division of the superior court:

    a. the appellant must:
        (1) file and serve a Notice of Appeal
        (2) pay the filing fee
        (3) on or before the earliest of:

            30 days after the court clerk mails the "Notice of Entry" of judgment or a file-stamped copy of the judgment to the appellant
            30 days after the appellant serves or is served by a party with the "Notice of Entry" of judgment or a file-stamped copy of the judgment,
            90 days after the entry of judgment.

    b. the court clerk must mail notice of the filing of the Notice of Appeal on all parties and the appellant division
    c. the time to appeal may be extended in limited instances

28.5.2 Appeal to Court of Appeal

To appeal an unlimited civil case superior court judgment or order to the Court of Appeal:

    a. the appellant file a notice of appeal in the superior court
    b. The superior court clerk must mail notice of filing of the notice of appeal to the parties and Court of Appeal clerk
    c. the appellant must:
        (1) file and serve a Notice of Appeal
        (2) pay the filing fee
        (3) on or before the earliest of:

            60 days after the superior court clerk serves the appellant with the "Notice of Entry" of judgment or a file-stamped copy of the judgment,
            60 days after the appellant serves or is served by a party with the "Notice of Entry" of judgment or a file-stamped copy of the judgment,
            180 days after entry of judgment

    d. the court clerk must mail notice of the filing of the Notice of Appeal on all parties and the appellant division

28.5.3 Small Claims Court

The Sheriff is not concerned with a small claims appeal because a writ of execution cannot be issued until the time to appeal has expired or, if an appeal is filed, until the appeal is dismissed or the court affirms the denial of a motion to vacate.

Third-Party Claim Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Claimant (Third Party)	1. Is not the Debtor, AND claims a right, title, or interest in the levied property. 2. Files a Third-Party Claim with a CMU Office. 3. May post an *undertaking*.	Paperwork differs for claim of: (a) ownership or possession; (b) secured interest.
	Clerk	4. Starts INTAKE WORKFLOW. 5. Stays action to prevent the disbursement, transfer, or sale of the levied property.	An *undertaking* is a bond (usually a monetary deposit) that a party posts with the Sheriff or court, as a substitute for levied property.
If Claimant is posting an *undertaking* (from Step 3)	Clerk	6. Starts FUND INTAKE WORKFLOW.	

Within 5 days after Claim was filed	Clerk	7. Notifies (a) Creditor, and (b) Debtor, by either:
		  a. PERSONAL SERVICE WORKFLOW
		  b. Mail
			Notification includes a copy of the Claim and information on the *undertaking* (if any).

If no response from Creditor within "x" days	Clerk	8. Releases the levy—process continues at Step 35.	

If Claimant posted an *undertaking* in Step 3	Creditor	9. May choose one of the following options:
		  a. Agree to the Claimant's undertaking and release the levy—process continues at Step 35
		  b. Object to the Claimant's *undertaking*—process continues at Step 22 (for court to resolve the objection; process then will resume at Step 23).
			Objection must state reason—usually that the amount is insufficient to cover the objector's interest in the property.

If Claimant did NOT post an *undertaking* in Step 3	Creditor	10. May choose one of the following options:
		  a. Agree to the claim and release the levy—process continues at Step 35
		  b. Post a Creditor's *undertaking* with CMU.
			If subsequently Claimant does not post a Claimant's undertaking, then levy will proceed.

If Creditor is a public entity		c. Post a zero *undertaking* but gives CMU notice of opposition—stay remains in place and process continues at Step 12	If subsequently Claimant does not post a Claimant's undertaking, then levy will proceed.

If Creditor is posting an *undertaking* in Step 10	Clerk	11. Starts FUND INTAKE WORKFLOW.
		12. Notifies:
		  a. Claimant
		  b. Debtor	

If no response from Claimant within "x" days after Step 12	Clerk	13. Proceeds with the levy. 14. PROCESS ENDS.	

Within "x" days after Step 12	Claimant	15. May choose one of the following options:
		  a. Let CMU proceed with the levy
		  b. Post a Claimant's *undertaking* with CMU*
		  c. Object to the Creditor's *undertaking*—stay remains in place, and process continues at Step 22.
			*If subsequently there is no valid Creditor objection, then levy will be released.

If Claimant is a public entity		d. Post a zero *undertaking*—stay remains in place and process continues at Step 22 (for court to resolve the claim; process will then end).	
If proceeding with levy in Step 15	clerk	16. Proceeds with the levy. 17. PROCESS ENDS.	

If Claimant is posting an *undertaking* in Step 15	Clerk	18. Starts FUND INTAKE WORKFLOW.
		19. Notifies:
		  a. Creditor
		  b. Debtor	

If no response from Creditor within "x" days	Clerk	20. Releases the levy—process continues at Step 35.	

	Creditor	21. May choose one of the following options:
		  a. Release the levy—process continues at Step 35
		  b. Object to the Claimant's *undertaking*—stay remains in place, and process continues at Step 22 (for court to resolve the objection).	

WHEN	WHO	WHAT	COMMENTS
Whenever an objection to an undertaking is made (from Steps 9, 15, or 21)	Objecting party (Claimant or Creditor)	22. Files paperwork with court. 23. Notifies other parties (Claimant, Creditor, Debtor) by mail or personal service. 24. Brings paperwork to CMU.	
	Clerk	25. Reviews paperwork submitted. 26. Scans documentation as attached image. 27. Enters data. 28. Stays action until CMU receives the court ruling on the objection (Step 31).	
	Court	29. Rules on objection.	
	Any party	30. Notifies CMU of ruling.	
	Clerk	31. Enters Court Ruling. 32. Follows Court order.	
If this court ruling was to resolve an objection to an undertaking		33. PROCESS RETURNS TO THE STEP AT WHICH THE OBJECTION WAS MADE.	
If this court ruling was to resolve the Third-Party claim itself		34. PROCESS ENDS.	
If levy is to be released	Clerk	35. Closes the Service Request by entering a final disposition. relevant to this Third-Party Claim. 36. Determines whether there are additional levies, liens, or court orders requiring the Sheriff to hold that property.	
If no additional levies, liens, or court orders requiring Sheriff to hold the property	Clerk	37. Releases the claimed property to the party from whom it was taken (usually the Debtor).	
If property was not picked up 10 days after it was released	Clerk	38. Releases the claimed property to the Claimant	
Always	Clerk	39. Closes the Service Request by entering a final disposition. 40. Returns writ. 41. Starts TRUST DISBURSEMENT WORKFLOW.	
If court has instructed CMU to disburse an undertaking	Clerk	42. Starts TRUST DISBURSEMENT WORKFLOW.	
Otherwise (no court order instructing disbursement of undertaking)	Clerk	43. Sends undertaking(s) to the court	

END OF WORKFLOW

Where Creditor's Demand Personally Served (CCP 720.510 et seq.) The judgment creditor may make a demand for a third party claim by a secured party or lienholder, by delivering the demand, together with a copy, to the levying officer who levied on the personal property. The demand shall contain all the following: (1) The name and address of the secured party or lienholder. (2) The name and address of the creditor. (3) A detailed description of the personal property levied upon and the date of levy. (4) A statement that if the secured party or lienholder does not file a third party claim within 30 days after service of the demand, the secured party or lienholder shall be deemed to have waived any priority the security interest or lien may have over the creditor's lien on the property levied upon unless the property levied upon is released from the creditor's lien. (5) A statement that if any priority of the security interest or lien is waived, the secured party or lienholder may have a right to share in any excess proceeds of an execution sale of the property as provided in CCP 701.810.

Promptly after receiving the demand, and a copy thereof, the levying officer shall personally serve the original demand on the secured party or lienholder. If, because of the service address, the demand must be served by another levying officer, such levying officer's costs shall be paid out of the costs prepaid to the levying officer who levied on the property. The levying officer's certificate of service of the demand shall be promptly filed with the court after the service is completed. Unless otherwise required to release or the third party claim is sooner filed, the levying officer may not sell or otherwise dispose of the personal property described in the demand before expiration of 30 days after service of the demand on the secured party or lienholder. If the secured party or lienholder does not file a third party claim with the levying officer within 30 days after personal service of the demand, such person shall be deemed to have waived any priority the security interest or lien may have over the creditor's lien on the personal property levied upon and the property may be applied toward the satisfaction of the judgment free of the security interest or lien. If the creditor's lien on the property is subsequently released, the security interest or lien is restored to its former position of priority.

County of Los Angeles • Sheriff's Department
Automated Civil Enforcement System (ACES)

Exhibit B-7. Workflows
Sierra Systems Inc.

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Creditor Demand for Third-Party Claim Workflow

A Creditor Demand for Third-Party Claim is a notice that the Creditor sends to party holding a lien or secured interest in a particular piece of <u>personal property</u> that has been levied under a writ of attachment or execution. This notice requires that party to "speak now or forever hold your peace"—file a third-party claim in the next 30 days or else lose any possible seniority in the distribution of proceeds from the sale of the property.

WHEN	WHO	WHAT	COMMENTS
Always	Creditor	1. Submits paperwork to CMU.*	*Calif. Code of Civil Procedures §720.530 contains details about this paperwork.
	Intake Clerk	2. **Determines whether or not the property has already been sold or released.**	
If the property has been sold or released	Intake Clerk	3. Informs Creditor that it is too late to serve this Demand for Third-Party Claim. 4. PROCESS ENDS.	
Otherwise (property not yet sold or released)	Intake Clerk	5. **Starts INTAKE WORKFLOW.**	
	ACES	6. Creates Service Request.	
	Intake Clerk	7. **Starts PERSONAL SERVICE OF PROCESS WORKFLOW to serve the Demand for Third-Party Claim on the third party.**	
	ACES	8. Prevents the levied property from being sold or released for 30 days.	
If the third-party files a Third-Party Claim	Claimant (Third Party)	9. Starts THIRD-PARTY CLAIM WORKFLOW.	
If the third party does NOT file a Third-Party Claim <u>within 30 days</u> after being served the Demand for Third-Party Claim	ACES	10. Sets the priority of any subsequent Third-Party Claim by that party as junior to the Creditor's interest in the levied property.	

END OF WORKFLOW

Claim of Exemption Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Debtor	1. Submits Claim form to CMU Office (original plus 2 copies).	
	Intake Clerk	2. Reviews form for completeness. 3. Ensures that it is filed by a natural person (an artificial entity is not permitted to file a claim of exemption). 4. **Identifies applicable Service Request(s).** 5. **Enters Claim data.** 6. **Scans the form as attached image.**	CMU always waits for an appeal period to lapse before carrying out a writ or court order, except "EWO granted."
If levy is NOT an EWO AND Claim is being submitted more than "x" days after Notice of Levy was mailed or served*	ACES	7. Indicates that Claim is too late.	
	Intake Clerk	8. **Rejects Claim.** 9. Informs Debtor that it is too late to file a Claim of Exemption, however the Debtor can still get a court order to get Sheriff to accept a late filing.	*See note at end of this workflow regarding the number of days for "x."
Always	ACES	10. Calculates due date for Creditor to file an opposition.	Depends on type of levy,
If levy involves storage of personal property	ACES	11. Estimates additional storage fees that will need to be collected from Creditor while waiting for the hearing on the Claim. Sets a deadline for Creditor to pay that amount to CMU.	
Always	Intake Clerk	12. **Stops disbursements (but not collections).** 13. **Prints Notice of Filing a Claim of Exemption to Creditor.** 14. **Mails notice.**	
	Creditor	15. May submit a Notice of Opposition (combined with a Notice of Hearing) to CMU Office.	
If Creditor is to pay additional money (from Step 11)	ACES	16. Alerts the Control Office Clerk.	
	Control Office	17. **Notifies Creditor.**	
If money not received within "x" days after notice	Control Office	18. **Releases the property.**	
If Notice of Opposition is submitted	Intake Clerk	19. Reviews form for completeness. 20. **Identifies applicable Service Request(s).** 21. **Enters data.**	These steps are taken regardless whether or not the property has already been released.
If submitted more than 10 days after Step 14**	ACES	22. Prompts Intake Clerk to reject the form.	
If form is not rejected	Intake Clerk	23. **Scans the form as attached image.** 24. Mails the original paperwork to the court, with statement describing property CMU is holding. 25. **Schedules hearing to be held within 15 days.** 26. **Prints Notice of Opposition and Notice of Hearing.** 27. Chooses method of service for each party to be served—either: a. Mail b. **PERSONAL SERVICE WORKFLOW**	**5 days if the levied property is a direct deposit social security or public benefit account
	Court	28. Makes a decision on the Claim.	Court could grant all, part, or none of what was requested in the Claim.
	Court or Defendant	29. Submits the document bearing the court order to CMU.	
	Control Office Clerk	30. **Enters data.** 31. **Scans the form as attached image.**	
	Debtor or Creditor	32. May submit paperwork to show that an appeal has been filed.	Wages ordered released in a EWO levy must be immediately released to the debtor, regardless of appeal.

WHEN	WHO	WHAT	COMMENTS
If an appeal is filed	Court	33. Makes a decision on the Claim.	Court could grant all, part, or none of what was requested in the Claim.
	Any party	34. Submits the document bearing the court order.	
	Control Office Clerk	35. Enters data. 36. Scans the form as attached image.	
If appeal period expires without an appeal filed, OR court rules on appeal	ACES	37. Alerts the Control Office Clerk.	
If opposition is upheld AND no appeal was filed, OR appeal decision is to uphold opposition	Control Office Clerk	38. Releases the stay. 39. Adjusts levy per court order, if any.	Does not affect judgment itself, just enforcement.
If due date has arrived AND no opposition has been filed (from Step 15), OR Court has upheld the Claim	ACES	40. Alerts the Control Office Clerk.	
	Control Office Clerk	41. Makes adjustments to the levy as the Claim instructs.	Does not affect judgment itself, just enforcement.
If Employer must take some action	Control Office Clerk	42. Generates a notice to Employer. 43. Mails the notice.	
If the trust account has excess funds (more money collected than is supposed to have been)	Control Office Clerk	44. Starts TRUST DISBURSEMENT WORKFLOW to return the funds to the Employer (or whoever it came from).	

END OF WORKFLOW

The deadline for submitting a claim of exemption is as follows.

- Normally the deadline is 10 days plus mailing time. Mailing time is 5 days for in-state mail, 10 for out-of-state, and 20 for international. Personally served items have no mailing time.

- If the levy is from a writ of attachment ex parte, the deadline is 30 days rather than 10 days.

- If the levy is from a writ of attachment ex parte AND the levied property is for farm products and inventory AND the debtor is a natural person, there is no deadline.

Stay Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Control Office Clerk	1. Receives information indicating a stay that applies to an action pursuant to a Writ 2. Identifies the affected Service Request(s). 3. Enters data 4. Scans paperwork (if any) as attached image. 5. Takes action to prevent violation of stay: a. Contacting Service Office personnel	The table at the end of this workflow lists the different types of stays.

	ACES	6. Prevents further action for affected activities:
		    a. Service of process
		    b. Eviction
		    c. Collection
		    d. Disbursement
		    e. Seizure, sale, or transfer of personal property or real estate
		    f. Keeper
		    g. EWO
		    h. Bank garnishment
		7. Sends an alert to the Serving Office.
			Stay does not necessary affect every action in the Case.

	Serving Office Clerk	8. Receives alert. 9. Reviews data and attached images.	
If Service Package is in field room waiting to be taken into the field	Serving Office Clerk	10. Physically retrieves the Service Package.	
If a Field Employee is en route to perform the service	Serving Office Clerk	11. Telephones the Field Employee.	
If the Field Employee has not yet performed the service	Field Employee	12. Does not perform the service 13. Returns the Service Package to the office.	If CMU performs a duty in violation of a stay, then CMU can issue a release.
Always	Control Office Clerk	14. Coordinates with Serving Office. 15. Verifies compliance with stay order. 16. May resume action on some or all Service Requests, and/or change instructions.	
If the Stay Order has a set expiration date, then when the Stay Order has expired (see the table at the end of this workflow)	ACES	17. Sends an alert to the Serving Office.	
	Control Office Clerk	18. Receives alert. 19. Reviews Stay Order and Service Request(s). 20. May remove stay and resume or reschedule actions affected.*	*Usually CMU will wait for a Lift Order before resuming action that was stayed.
When stay is lifted (see the table at the end of this workflow)	Control Office Clerk	21. Receives the Lift Order. 22. Identifies the affected Service Request(s). 23. Enters data. 24. Removes stay. 25. Scans paperwork as attached image. 26. Resumes or reschedules actions affected.	
	ACES	27. Sends an alert to the Serving Office.	
	Serving Office Clerk	28. Receives alert. 29. Takes action as needed.	

END OF WORKFLOW

See next page for table listing different types of stays.

TYPE OF STAY	HOW SHERIFF IS ADVISED OF MODIFICATION OR TERMINATION
A. Court Order (original paper document with court seal specifically directed to the Sheriff staying further action)	CMU receives another court order (sometimes called a "lift order") modifying or terminating the stay order
B. Statutory:	
1. Bankruptcy Automatic Stay	CMU receives documentation indicating that bankruptcy is dismissed, closed, or discharged—see Bankruptcy Workflow
2. Claim of Exemption	Time to appeal expires OR CMU receives documentation indicating that appeal has been adjudicated—see Claim of Exemption Workflow
3. Third-Party Claim	Period to post bond (undertaking) expires—see Third-Party Claim Workflow
4. Removal to Federal Court	CMU receives documentation indicating that case is remanded to federal court
5. Appeal with bond	CMU receives documentation indicating that appeal has been adjudicated—see Appeal Workflow
6. Bankruptcy Co-debtor	CMU receives documentation indicating that bankruptcy is dismissed, closed, or discharged—see Bankruptcy Workflow
C. Administrative:	
1. Dishonored check (received via FUND INTAKE WORKFLOW)	Check is redeemed
2. Administrative review, e.g., system malfunction	Problem is resolved
3. Special handling	Need for special handling ends

Bankruptcy Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Debtor (or other party)	1. Informs Sheriff of bankruptcy. 2. Identifies cases affected.	

	Intake Clerk	3. Verifies bankruptcy information in PACER system or VCIS system (for LA County bankruptcy court).
		    a. Verifies that bankruptcy was not dismissed, lifted, or discharged since being filed.
		    b. Identifies the type of bankruptcy (chapter 7, 11, 12, 13, or 15).
		4. Retrieves Case(s) in which this party is involved as a debtor.	

	ACES	5. Displays checklist for the required and optional information and/or paperwork:
		    a. Bankruptcy petition
		    b. Schedule H (co-debtors who are protected during the automatic stay period—only for chapter 13 bankruptcies)
		    c. Removal notice (changes a case from state to bankruptcy court)
		    d. Remand notice (after removal, returns the case to state court)
		    e. Stay order
		    f. Lift order*
		    g. Demand for release from attachment
		    h. Annulment order
		    i. Lien avoidance (order avoiding lien)
		    j. Dismissal order
		    k. Closing order
		    l. Discharge order
		    m. Confirmation order
		    n. 362 order granting motion for relief from the automatic stay
			* When a bankruptcy is filed there is an automatic stay on certain types of levies and evictions; the court may grant a motion to lift the stay on one or more of these.

	Intake Clerk	6. Checks paperwork. **7. Enters data, including source of Sheriff's "reasonable notice" of bankruptcy filing, and date/time such notice was received.** **8. Scans and attaches paperwork to the Case.**	

	ACES	9. Identifies and displays actions that could be stayed (or otherwise affected) by this bankruptcy:
		    a. Service Requests not yet served
		    b. Collections and disbursements of levied funds
		    c. Levied property that has not yet been transferred or sold	

For each <u>unserved Service Request</u> identified	ACES	10. Prompts Control Office to cancel OR stay the Service Request 11. Prompts Serving Office to pull Service Ticket.	

	Control Office Clerk	12. Chooses:
		    a. Cancel the Service Request, OR
		    b. Start STAY WORKFLOW.	

WHEN		WHO	WHAT	COMMENTS
For each eviction identified			Continue below.	
	If Creditor requests a delay in the eviction	Creditor	**13.** Sends written request to Control Office.	
		Control Office Clerk	**14. Enters and scans the request.**	
		ACES	**15.** Stays the eviction. **16.** Prompts Serving Office to pull Ticket/Package. **17.** Prompts Control Office to send a Notice of Sheriff's Procedure in Bankruptcy to: Creditor, Debtor, and Trustee. **18.** PROCESS CONTINUES AT STEP 43.	
	If Writ of Possession's entry of judgment date is on or after bankruptcy filing date		Continue below.	
	If paperwork includes a 362 order	ACES	**19.** Takes no action; CMU will continue with eviction.	11 USC 362 (d) (4)
	Otherwise (no 362)	ACES	**20.** Stays the eviction—see Steps 15–17.	
	Otherwise (bankruptcy filed after judgment)		Continue below.	
	If Service Request contains 715.040 instructions	ACES	**21.** Takes no action; CMU will continue with eviction.	
	If property is residential	Landlord	**22.** May file Endangerment/Drug Certification	Can be filed after bankruptcy filing.
	If Landlord filed Endangerment/ Drug Certification (Step 22)	Intake Clerk	**23.** Reviews and verifies paperwork. **24. Scans paperwork and enters data.**	Assumes that this is filed with CMU, not the court.
		ACES	**25.** Stays the eviction—see Steps 15–17.	
		Debtor (tenant)	**26.** May file an Objection.	
	If Objection is NOT granted within 14 days	ACES	**27.** Prompts Control Office Clerk to resume eviction.	
		Control Office Clerk	**28.** Verifies no Objection granted. **29. Resumes the eviction.**	
	If Bankruptcy Petition does NOT contain eviction judgment	ACES	**30.** Takes no action; CMU will continue with eviction.	
	Otherwise (contains eviction judgment)	Debtor (tenant)	**31.** May file a Right to Cure Certification along with funds for 30 days rent.	
	If Debtor filed Right to Cure Certification (Step 31)	Intake Clerk	**32.** Reviews and verifies paperwork and rent. **33. Scans paperwork and enters data.** **34. Starts FUND INTAKE WORKFLOW.**	Assumes that this is filed with CMU, not the court.
		ACES	**35.** Stays the eviction—see Steps 15–17.	
		Debtor (tenant)	**36.** May file a Cure Certification during the 30-day stay period.	
	If Cure Cert. filed (Step 36)	Landlord	**37.** May file an Objection.	
	If Objection granted	Control Office Clerk	**38. Resumes the eviction.**	
	If Cure Cert. is NOT filed (Step 36) within 30 days	ACES	**39.** Prompts Control Office Clerk to resume eviction.	
		Control Office Clerk	**40. Resumes the eviction.**	
	If property is NOT residential		Continue below.	
	If Service Request contains 362 instructions	ACES	**41.** Takes no action; CMU will continue with eviction.	11 USC 362 (b) (10)
	Otherwise	ACES	**42.** Stays the eviction—see Steps 15–17.	

WHEN	WHO	WHAT	COMMENTS
If the eviction has been stayed in the above steps	ACES	43. Tolls the time—stops the clock that is counting the number of days between the 5-Day Notice and the lockout.	

If the Court issues a Lift Order	Clerk	44. Receives paperwork.
		45. Scans paperwork and enters data, including:
		  a. Whether the Lift Order waives the 14-day stay period
		  b. If so, whether the Lift Order requires re-serving the 5-Day Notice to Vacate	

If 14-day say is waived	ACES	46. Prompts Control Office to resume the eviction.	
	Control Office Clerk	47. Resumes the eviction.	
Otherwise (NOT waived)	ACES	48. Waits until 14 days after the date of the Lift Order.	
If Notice to Vacate must be re-served (from Step 45)	ACES	49. Prompts Control Office to restart the EVICTION WORKFLOW at the Notice to Vacate step.	
Otherwise	ACES	50. Prompts Control Office to resume the eviction.	
	Control Office Clerk	51. Resumes or restarts the eviction as prompted.	
When the bankruptcy has been dismissed, closed, or discharged	Clerk	52. Receives paperwork. 53. Scans paperwork and enters data. 54. Resumes the eviction.	
For each Writ of Execution identified for property in custody, bank garnishment, or pending sale		Continue below.	
If the Writ was served outside of the "automatic stay period"—before the bankruptcy filing date OR after the bankruptcy closing date	ACES	55. Stays any delivery of the bankrupt party's property to a Creditor under that Writ. 56. Stays any disbursements on that Writ? 57. Prompts Serving Office to pull any Ticket/Package for delivery of property under that Writ. 58. Prompts Control Office to cancel any sale that is scheduled or in progress under that Writ. 59. Prompts Control Office to send a Notice of Sheriff's Procedure in Bankruptcy, to: Creditor, Debtor, and Trustee, indicating what CMU is holding and what will be released to Trustee if CMU receives a Trustee Demand Letter.*	Sheriff is the custodian of seized property and collected monies, holding this property under judicial lien in favor of the Creditor, and is obligated to turn these over to the Trustee. CMU continues to take in collections and hold property as a custodian, until further action is authorized by trustee demand letter, bankruptcy dismissal, discharge, lift order, order avoiding lien, or writ expiration.
	Serving Office Clerk	60. Pulls any Ticket/Package as prompted above.	
	Control Office Clerk	61. Carries out the above prompts. 62. Notifies appropriate field personnel. 63. Verifies Service Request Status.	

If CMU receives a Trustee Demand Letter	Control Office Clerk	64. Reviews and verifies the letter.
		65. Scans paperwork and enters data.
		66. Identifies:
		  a. Property to be transferred to Trustee
		  b. Funds to be disbursed to Trustee
		67. Releases property to Trustee.
		68. Sets up disbursement.
			*99% of the time the Trustee does not want to take possession of property or money.

	ACES	69. Carries out the disbursement via the TRUST DISBURSEMENT WORKFLOW.	

Otherwise (Writ was served during "automatic stay period"—on or after bankruptcy filing date AND before or on bankruptcy closing date)	ACES	70. Prompts Control Office to:
		  a. Cancel the Service Request
		  b. Release the levy to Debtor or Trustee
		  c. Notify Creditor and any third parties
		  d. Stop any further collections on that Service Request	

	Control Office Clerk	71. Carries out the above prompts.	

WHEN	WHO	WHAT	COMMENTS
For each EWO identified		Continue below.	
If this is a support EWO	ACES	72. Takes no action—not affected by bankruptcy.	

Otherwise (non-support)	ACES	73. Stops any disbursements for that EWO.
		74. Prompts Control Office to send:
		    a. To employer: Notice of Modification or Termination of Earnings Withholding Order, explaining under item (c) that Sheriff has received a Notice of Automatic Stay pursuant to Title 11 USC 362, bankruptcy
		    b. To Creditor, Debtor, and Trustee: Notice of Sheriff's Procedure in Bankruptcy.	

	Control Office Clerk	75. Carries out the above prompts.	
For each Writ of Attachment identified	Debtor in Possession or Trustee	76. May post an undertaking with bankruptcy court.	
If an undertaking was posted	Debtor in Possession or Trustee	77. Files Demand for Release with CMU, with proof that undertaking was posted.	

	Control Office Clerk	78. Reviews paperwork.
		79. Scans paperwork and enters data.
		80. Prints letter to Plaintiff/Creditor, either:
		    a. Informing of undertaking and release, OR
		    b. Notifying of plan to release and opportunity to object
		81. Mails letter.	

	Creditor	82. May file an objection with the court.	
If objection was filed	Court	83. Rules on objection.	
	Any party	84. Informs CMU of ruling	
	Control Office Clerk	85. Scans paperwork and enters data.	
If no objection was filed within "x" days, OR objection was NOT granted	ACES	86. Releases the levy to Debtor or Trustee through Steps 70–71.	

If an undertaking was NOT posted (Step 76) OR a Demand for Release was NOT filed (Step 77) OR an objection was granted (Step 83)	ACES	87. Cancels any disbursements associated with that Writ.
		88. Prompts Control Office to send:
		    a. Notice of Sheriff's Procedure in Bankruptcy, to: Creditor, Debtor, and Trustee.
		    b. Sheriff's Notice of Intent to Release under Writ of Attachment, to Creditor	

	Control Office Clerk	89. Carries out the above prompts.	
For each Service Request that was successfully cancelled	Field Deputy	90. Returns any paperwork to the Control Office Clerk.	
	Control Office Clerk	91. Confirms that Service Request was not carried out. 92. Enters that confirmation into ACES.	
Whenever the Court issues a Lift Order (grants a motion to lift the automatic stay on particular levies)	Clerk	93. Receives paperwork. 94. Scans paperwork and enters data, including whether the Lift Order waives the 14-day stay period.	§4001 FRBP and § 62 FRCP
If 14-day say is NOT waived	ACES	95. Waits until 14 days after the date of the Lift Order.	
	ACES	96. Prompts Control Office to resume the service	
	Control Office Clerk	97. Resumes the service.	
Whenever court avoids the judicial lien by issuing an order avoiding lien (applies to property levied prior to the bankruptcy)	Any party	98. Submits court order to CMU.	
	Control Office Clerk	99. Reviews paperwork. 100. Enters data. 101. Scans and attaches paperwork. 102. Releases affected property to Debtor or Trustee.	

WHEN	WHO	WHAT	COMMENTS
Whenever a party desires CMU to take other actions	Any party	103. May obtain court order and submit to CMU.	Needed for debts that survive bankruptcy (fraud, student loans, etc.)
	Control Office Clerk	104. Reviews paperwork.	
		105. Enters data.	
		106. Scans and attaches paperwork.	
		107. Performs the applicable actions.	
When the bankruptcy is discharged or dismissed (or a Confirmation Order is received)	Any party	108. Brings paperwork to CMU.	
		109. Instructs CMU to release to appropriate party.	
	Control Office Clerk	110. Reviews checklist.	
		111. Enters data.	
		112. Scans and attaches paperwork.	
For levies to be released	Control Office Clerk	113. Releases property to appropriate party per instructions.	
For judgments that have survived the bankruptcy (on paperwork from Step 108)	Control Office Clerk	114. Restarts Service Request and resumes applicable actions that had been stayed or canceled.	
When writ expires OR property has not been released after 2 years	ACES	115. Sends alert to Control Office	
	Control Office Clerk	116. Releases property to the party from whom it was taken.	

END OF WORKFLOW

Fund Intake Workflow

This workflow <u>excludes</u> lockbox collections.

WHEN	WHO	WHAT	COMMENTS
Always	Employee, letter, email, or website	**1.** Notifies Customer of amount due for fee payment, fee or expense deposit, levy payment, etc.	

	Customer	**2.** Tenders money:
		    a. At counter (cash, check, or card*)
		    b. By mail (check)
		    c. By telephone (card)
		    d. By website** (card or e-check)
			* "card" = valid credit card, debit card, or ATM card
			
			** future implementation, not currently in scope

	Clerk	**3.** Verifies tender received from Customer.	
If tender is a card	Clerk	**4.** Inputs transaction into card-processing system. **5.** Receives confirmation from card-processing system.	Currently the County uses Link2Gov for card processing.
If customer is at counter	Customer	**6.** Signs card slip and returns it to the Clerk.	
	Clerk	**7.** Gives Customer duplicate copy of slip.	
Always	Clerk	**8. Enters money received, showing the specific amount for each check, card, etc.**	
If tender is a check AND customer has a history of bounced checks	ACES	**9.** Alerts Clerk.	
	Clerk	**10.** May refuse to take the check.	
	ACES	**11.** Calculates and displays the total amount received in Step 8. **12.** Puts an "x"-day hold on checks—those funds cannot be disbursed until the hold is released, in case of the need to reverse the collection for a returned check.	Currently "x" is 21 days.

	Clerk	**13. Applies funds to:**
		    a. Fee deposits for specific Service Requests
		    b. Trust fund collections for specific levies
		    c. Undertakings (cash bonds) for specific levies
		    d. Reimbursable expenses (towing, etc.) related to specific Service Requests
			Policy is to collect in advance for anticipated expenses and fees, but it is possible that these would be collected after the charges were incurred. However, disbursements to Creditors are never done in advance of collecting the funds.

	ACES	**14.** For each fund to which money was applied, subtracts the amount applied from the amount to satisfy. **15.** Indicates any change due. **16.** Reallocates fees based on business rules, for example, with a $35 fee, $15 goes to the 26731 special fund for CMU, and the balance of $25 goes to the County general fund. **17.** Accounts for fees earned (for CMU services actually rendered) against fees deposited. **18.** Accrues zero interest for trust funds to be disbursed to Creditors and Debtors.	
If the total of the itemized amounts ≠ the tender amount, OR fund application is problematic (from Step 13)	ACES	**19.** Alerts the Clerk.	Partial application of funds or suspense accounts are not currently allowed.

	Clerk	**20. Either:**
		    a. Rejects the payment
		    b. Reapplies the funds	

If rejected		See next condition.	
If tender is a check received by mail or dropped off	Clerk	**21.** Writes a letter of explanation. **22.** Returns the check, enclosing the letter.	
		23. PROCESS ENDS.	
If the amount applied exceeds the amount to satisfy (from Step 14)	ACES	**24.** Alerts the Clerk. **25.** Allows the Clerk to reapply funds or cancel the transaction.	

WHEN	WHO	WHAT	COMMENTS
If amount is applied to a fee deposit AND the amount is less than the amount required (from Step 14)	ACES	26. Allows the Clerk to reapply funds or cancel the transaction. 27. Requires supervisory approval to accept a payment for less than the required amount for a fee deposit.	
If funds cannot be reapplied	Clerk	28. Returns the funds to the customer.	
Always	Clerk	29. **Closes the transaction.**	
If Customer is physically present	Clerk	30. **Prints receipt.** 31. Gives receipt to Customer. 32. Gives customer any change due.	
Always	Clerk	33. Puts cash into cash drawer. 34. **Scans check as attached image.** 35. **Stores check and card slips.**	
At the end of the shift	Clerk	36. Counts cash in drawer. 37. Totals other items. 38. **Enters totals.** 39. **Prints cash drawer close-out record.** 40. Locks cash in safe.	
Next day	Supervisor	41. **Reconciles daily receipts to totals entered.** 42. **Enters bank deposit data.** 43. **Prints deposit slip.**	
	Employee	44. **Makes deposit at bank (with supervisor approval).**	
When bank data is received	Supervisor	45. Confirms deposit.	
If a check is dishonored	Bank	46. Mails copy of check with reason (such as NSF) and date processed.	Face of check shows a receipt number to indicate the ACES transaction associated with that payment.
	ISS Clerk	47. Enters data.	
	ACES	48. Determines whether the check was applied toward collected funds to be disbursed.	
If the check was applied to funds to be disbursed	ACES	49. Determines whether the collected funds were disbursed.	This condition is unlikely due to hold in Step 12.
If the collected funds were not disbursed	ACES	50. Stays any disbursement of those funds.	No dishonored check fee yet.
Otherwise (funds have been disbursed)	ACES	51. Adds a dishonored check fee to the party who wrote the check. 52. Prompts Clerk to send a demand letter.	
	ACES	53. Prompts Clerk to send a notice to Creditor.	
	ISS Clerk	54. **Prints letter(s) as prompted above.** 55. Sends via certified mail.	
If the check was applied to fees or costs for a Service Request	ACES	56. Adds a dishonored check fee. 57. Prompts Control Office to print demand letter.	Purchases require cash or cashier's check, so dishonored checks would not occur for those transactions.
If a hearing related to the Service Request has been scheduled	ACES	58. Prompts Control Office to call court to cancel the hearing.	
If Service Request has not been completed	ACES	59. Prompts Serving Office to pull ticket from field.	
	Serving Office Clerk	60. Pulls ticket from the field. 61. **Enters data (disposition is no service).**	
	Control Office Clerk	62. **Prints Demand to Redeem Payment letter to Creditor or Customer, indicating actions taken in response to the returned check.** 63. Sends via certified mail.	
Whenever Customer redeems the check	Clerk	64. Restarts Service Request via INTAKE WORKFLOW, including the fee from Step 56.	
If Creditor or Customer does NOT redeem the check within "x" days	ACES	65. Adds cancelled service fee. 66. Prompts ISS to print demand letter.	
	ISS Clerk	67. **Prints demand letter;** mails.	
If check is not redeemed after 30 days	ISS Clerk	68. Sends check to Treasurer–Tax Collector for collection.	

WHEN	WHO	WHAT	COMMENTS
When a writ is ≥ 2 years old	ACES	69. Alerts designated user.	
	Designated user	**70. Prints report to court showing financial transactions on the writ.** 71. Sends to court.	

END OF WORKFLOW

Vendor Payment Workflow

This is used to pay movers, towers, keepers, locksmiths, etc.

WHEN	WHO	WHAT	COMMENTS
If a vendor cost estimate is desired	Employee	**1.** Telephones vendor to ask for cost estimate.	
	Vendor	**2.** Provides estimate.	
Always	Employee	**3. Checks to see if Creditor has deposited enough money to cover costs.**	
If the item to be purchased is discretionary to the Creditor	Employee	**4.** Calls Creditor and asks for approval to purchase.	Items that are known in advance, such as Recorder
If purchase is NOT to be made		**5.** PROCESS ENDS.	fees, pre-sale publication
If there is not enough money to cover costs (from Step 3)	Employee	**6.** Tells Creditor to make additional deposit to cover costs.	fees, etc., are not considered discretionary, and
If Creditor makes the deposit	Clerk	**7. Starts FUND INTAKE WORKFLOW.**	would have already been
If Creditor does not make the deposit	Employee	**8. Takes appropriate action such as closing the Service Request, releasing property, etc.** **9.** PROCESS ENDS.	deposited when the Service Request was initiated.
Always	Employee	**10.** Orders goods or services from Vendor.	
	Vendor	**11.** Provides goods or services. **12.** Submits claim or invoice for payment.	
	Employee	**13.** Either approves or rejects claim or invoice.	
If rejected	Employee and Vendor	**14.** Resolve issue and revise the claim or invoice.	
When approved	Clerk	**15. Enters data from claim or invoice.**	
	ACES	**16.** Adds the cost to the judgment amount.	

Daily	ACES	**17.** Accrues to each Service Request any projected costs for:
		    a. Storage of seized property
		    b. Delayed billings for vendors' services rendered for towing, moving, etc.
		18. Reverses any accruals for actual payments made on accrued items.
		19. Identifies payments to be made in this check-run.	

For each payment to be made:	ACES	**20.** Determines whether or not items Creditor's account is sufficient to cover payment.	
If not sufficient to cover payment	ACES	**21.** Suspends the item. **22.** Notifies appropriate Employee.	
	Employee	**23. Resolves and reinstates the item.**	
Always		Process continues with TRUST DISBURSEMENT WORKFLOW starting at Step 1.	
Daily	ACES	**24.** Projects storage fees, keeper fees, etc. based on monthly and daily rates. **25.** Calculates the number of storage days that Creditor 's deposit will cover.	The initial deposit is usually for 15 days.
If deposit is insufficient for another 10 days (from Step 25)	ACES	**26.** Alerts Clerk.	
	Clerk	**27. Prints a letter requesting additional fees.** **28.** Mails letter to Creditor.	
If deposit is insufficient for another 4 days (from Step 25)	ACES	**29.** Alerts Clerk.	
	Clerk	**30.** Calls Creditor. **31. Memos the event in a call log.**	
If deposit is insufficient for another day, AND Creditor was notified at least 3 days prior	ACES	**32.** Alerts Clerk.	
	Clerk	**33. Releases property to party from whom it was taken.** **34. Prints notification letters.** **35.** Mails the letters. **36.** Calls the party to whom the property is released. **37. Closes the Service Request by entering a final disposition.** . **38.** Starts WRIT RETURN WORKFLOW.	

END OF WORKFLOW

Trust Disbursement Workflow

WHEN	WHO	WHAT	COMMENTS
Daily	Clerk	**1. Requests a Payout Batch.**	

	ACES	2. Identifies fee refunds to be disbursed—Service Requests with a final disposition and a fee deposit balance
		3. Identifies collections to be disbursed:
		  a. Were collected ≥ 21 days ago
		  b. Have not yet been disbursed
		  c. Are still disbursable (no stays, etc.)
		    Have amount that exceeds some small minimum amount "x"
		4. Calculates the amount—the lesser of:
		  a. Collected amount
		  b. Disbursements allowed*
		5. Flags EWO disbursements where there was no change in the EWO Service Request or collection amount since its last disbursement.
		6. Generates Payout Batch, including vendor payment items from VENDOR PAYMENT WORKFLOW.
			* Disbursements allowed could have been changed by court order (such as Claim of Exemption) after collection has been made.

For disbursements NOT flagged in Step 5	Clerk	7. Verifies the Listing against Case data, including scanned electronic images of paperwork.**	**Typical errors: • Employer jumbles multiple garnishments.
If corrections are needed	Clerk	**8. Edits Case data.** 9. PROCESS RETURNS TO STEP 1.	• Bankruptcy not entered correctly.
When no further corrections are needed	ACES	10. Sends Payout Report to Supervising Clerk.	• Wrong payee.
	Supervising Clerk	**11. Approves or rejects Payout Batch.**	• Wrong address, suite
If Supervising Clerk did not approve	Clerk	**12. Edits Case data.** 13. PROCESS RETURNS TO STEP 1.	number, or zip code. • Typos.
Otherwise (approved)		Continue below.	• Change of attorney.
For payments $5,000 to $10,000†	ACES	14. Generates a Payment Approval List for Head Clerk to approve in Step 17.	Ideally ACES would flag errors earlier in the levy lifecycle.
For payments $10,001 to $20,000†	ACES	15. Generates a Payment Approval List for Civil Advisor or Operations Sgt. to approve in Step 17.	
For payments > $20,000†	ACES	16. Generates a Payment Approval List for Unit Commander to approve in Step 17.	†Dollar thresholds will be changed from time to time.
Always	Each Approver	**17. Approves or rejects each item; may enter comments but may not edit.**	
If an item is rejected in any of the approval steps above	ACES	18. Alerts Clerk. 19. Removes the item the Payout Batch.	
	Clerk	**20. Resolves as needed for the item to be approved in the next daily cycle.**	
Always	ACES	21. Generates Payment Request File for warrants (checks) to be issued.	
	Authorized User	**22. Accepts or rejects Payment Request File.**	
If the user rejects the Payment Request File		23. PROCESS RETURNS TO STEP 1 to be repeated either today or the next daily cycle.	
Always	ACES	24. Sends to ECAPS: Payment Request File.	
For each trust disbursement check over $12	ACES	25. Deducts a $12 disbursement fee from the funds collected, and adds to the amount to satisfy the judgment).	
	ECAPS	26. Sends to ACES: Postback File showing status of warrants requested.	
	Daily Approver	**27. Reconciles ECAPS Postback File with approved payments.** **28. Approves warrants to be issued in ECAPS.**	

WHEN	WHO	WHAT	COMMENTS
If a payment needs to be stopped after the Payment Requisition was sent to ECAPS but before the check was mailed	Authorized Employee	**29. Identifies the Payment Requisition.** **30. Indicates that payment is to be stopped.** 31. Faxes the Auditor-Controller.	
If a payment was made erroneously after the check was mailed	Head Clerk	32. Sends letter to payee requesting that funds be returned.	

	Payee	**33. Either:**
		    a. Sends back the check uncashed.
		    b. Remits money (via the FUND INTAKE WORKFLOW)	

If a party is not paid on time	Party	34. Submits a written demand via registered mail, certified mail, or over-the-counter delivery.	
	Clerk	**35. Enters data and scans paperwork.** **36. Attempts to identify and resolve issue.** **37. Determines whether timely payment was not made.**	
If timely payment was not made	ACES	**38. Adds 25% penalty and interest at 10% per annum to the amount to be paid.**	
If payment is to be made	ACES	**39. Adds the item to the next check run.**	
If a payment is contested	Contesting party	**40. Submits a letter contesting a planned disbursement.**	Usually based on a recorded lien or a divorced party involved in a judgment.
	Clerk	**41. Enters data and scans paperwork.** **42. Deposits the money with the court.**	
	Court	43. Makes decision. 44. Disburses money.	

END OF WORKFLOW

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT C:
PRICE AND SCHEDULE OF PAYMENTS

1. Payments for the Implementation Phase

1.1. Project phases are defined in Exhibit B (Statement of Work) section H (Project Phases). For those tasks in Exhibit B(Statement of Work) that occur during the Implementation Phase, County will pay Contractor a fixed implementation price of $6,884.939.00 which includes all software licenses, materials, development services, Implementation Services, hosting services (if any), Maintenance and Support Services, warranty services, incidental expenses, travel expenses, carrying costs, taxes, and other costs.

1.2. During the Implementation Phase, County will make milestone-based progress payments according to the **Implementation Phase Payment Schedule** below. Payments will be subject to the Holdback provisions stated in Agreement paragraph 10.7 (Holdbacks) and Deliverable acceptance process stated in Exhibit B-6.

Implementation Phase Payment Schedule: Deliverable	Progress Payment for Deliverable When Accepted
Release-One Payments	
Deliverable 1.a. All SoftCode licenses including CivilServe, CivilMobile, and CivilView, and source code for that software	1,388,900
Deliverable 1.b. LaserSubstrate 2,500 forms	1,100
Deliverable 1.1.1. Baseline Project Control Document (PCD)	68,700
Deliverable 1.1.2. Issues Tracking Log	68,700
Deliverable 2.1.1. System Requirements Review Report	17,200
Deliverable 2.2.1. Prototype Software	17,200
Deliverable 2.2.2. Prototype Demonstration Scripts	17,200
Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials	17,200
Deliverable 2.4.1. Functional System Design Document (with Fit-Gap Analysis)	17,200
Deliverable 3.1.1. Technical Architecture Report	17,200
Deliverable 4.1.1. External Data Sources Analysis Report	17,200
Deliverable 4.2.1. Implementation Strategies	17,200
Deliverable 5.1.1. Technical Environment Initialization Report	31,700
Deliverable 5.2.1. Detailed Software Design Document	31,700
Deliverable 5.3.1. Physical Database Documentation	31,700
Deliverable 5.4.1. COTS Software	31,700
Deliverable 5.4.2. COTS Installation Memo	31,700
Deliverable 5.5.1. Customized Application Software	31,700
Deliverable 5.5.2. Customization Report	31,700
Deliverable 5.6.1. Configured Application Software	31,700
Deliverable 5.6.2. Configuration Report	31,700
Deliverable 6.1.1. Interface Software	31,700
Deliverable 6.1.2. Interface Report	31,700
Deliverable 7.1.1. Report Specifications	31,700
Deliverable 7.1.2. Reports Software	31,700
Deliverable 8.1.1. Data Conversion Test-Run Report	98,100
Deliverable 8.2.1. Database Initialization Report	98,100
Deliverable 9.1.1. Integration Test Plans	98,100
Deliverable 9.2.1. Integration Test Results Report	98,100
Deliverable 10.1.1. User Acceptance Test Methodology	98,100
Deliverable 10.1.2. User Acceptance Test Readiness Statement	98,100

County of Los Angeles • Sheriff's Department   *Exhibit C. Price and Schedule of Payments*
Automated Civil Enforcement System (ACES)   *Sierra Systems Inc.*

Page **2**

Deliverable 10.1.3. User Acceptance Test Record	98,100
Deliverable 11.1.1. Stress Test Plans	45,800
Deliverable 11.1.2. Stress Test Record	45,800
Deliverable 11.2.1. Production Environment Tuning Report	45,800
Deliverable 12.1.1. Technical Documentation	45,800
Deliverable 12.1.2. User Manuals and Training Materials	45,800
Deliverable 12.2.1. ACES Online Help Features	45,800
Deliverable 13.1.1. Training Plan	45,800
Deliverable 13.2.1. System Administrator/Operator Training Report	45,800
Deliverable 13.3.1. User Training Report	45,800
Deliverable 14.1.1. Cutover Plan	82,400
Deliverable 14.3.1. Technical Readiness Report	82,400
Deliverable 14.4.1. Organizational Readiness Report	82,400
Deliverable 14.5.1. Cutover Test Report	82,400
Deliverable 14.6.1. First Post-Cutover Report	82,400
Deliverable 14.6.2. Second Post-Cutover Report	549,500
Release-Two Payments	
Deliverable 5.2.1. Detailed Software Design Document	62,100
Deliverable 5.3.1. Physical Database Documentation	62,100
Deliverable 5.4.1. COTS Software	62,100
Deliverable 5.4.2. COTS Installation Memo	62,100
Deliverable 5.5.1. Customized Application Software	62,100
Deliverable 5.5.2. Customization Report	62,100
Deliverable 5.6.1. Configured Application Software	62,100
Deliverable 5.6.2. Configuration Report	62,100
Deliverable 9.1.1. Integration Test Plans	165,500
Deliverable 9.2.1. Integration Test Results Report	165,500
Deliverable 10.1.1. User Acceptance Test Methodology	165,500
Deliverable 10.1.2. User Acceptance Test Readiness Statement	165,500
Deliverable 10.1.3. User Acceptance Test Record	165,500
Deliverable 12.1.1. Technical Documentation	82,800
Deliverable 12.1.2. User Manuals and Training Materials	82,800
Deliverable 12.2.1. ACES Online Help Features	82,800
Deliverable 13.3.1. User Training Report	82,800
Deliverable 14.1.1. Cutover Plan	99,300
Deliverable 14.3.1. Technical Readiness Report	99,300
Deliverable 14.4.1. Organizational Readiness Report	99,300
Deliverable 14.5.1. Cutover Test Report	99,300
Deliverable 14.6.1. First Post-Cutover Report	99,300
Deliverable 14.6.2. Second Post-Cutover Report	540,900
Deliverable 15.2.1. Post-Implementation Transition Plan	54,539
Total for Implementation Phase	6,884,939

2. Payments for the Post-Implementation Phase

2.1. For Maintenance and Support Services as described in Exhibit B-5, County will pay Contractor a fixed annual maintenance and support fee in the **Post-Implementation Phase Maintenance and Support Payment Schedule** below. These annual fees will

be paid in advance in twelve (12) monthly installments by the fifth business day each month. The first annual period will begin at the end of the System Warranty Period.

Post-Implementation Phase Maintenance and Support Payment Schedule:
Fixed annual price during **first** Post-Implementation annual period $377,579.72
Fixed annual price during **second** Post-Implementation annual period $296,817.22
Fixed annual price during **third** Post-Implementation annual period......... $230,699.65
Fixed annual price during **fourth** Post-Implementation annual period....... $218,374.05
Fixed annual price during **fifth** Post-Implementation annual period $218,374.05

2.2. Total payments for five (5) years of Post-Implementation services will be **$1,341,844.69** excluding the Pool Dollars described in Paragraph 4 below.

3. Total Payments for Both Phases

Total payments for the Implementation Phase plus five (5) years of Post-Implementation Services will be **$8,226,783.69** excluding the Pool Dollars described in Paragraph 4 below.

4. Payments for Option Terms

For Maintenance and Support Services that occur during the Option Terms (extensions of Term, pursuant to Paragraph 7, Term, of the Agreement), the fixed annual Maintenance and Support Fees shall be as follows:

Fixed annual price during **first** Option Term $229,952.97
Fixed annual price during **second** Option Term.. $229,952.97
Fixed annual price during **third** Option Term $229,952.97

5. Pool Dollars

5.1. County may pay Contractor up to **$2,225,000.00** utilizing Pool Dollars for Additional Software, Other Professional Services, additional Maintenance and Support Services, Enhancements, and/or related Work that may be arranged via Change Orders and/or Amendments during the Term of the Agreement. County may, at its option, utilize all, none, or a portion of these Pool Dollars.

5.2. County may pay Contractor up to **$1,000,000.00** utilizing an additional, separately tracked set of Pool Dollars for services provided under Subtask 15.6 (Maintain and Support MAPAS Ancillary Systems during the Implementation Phase) of Exhibit B (Statement of Work). Any such Work will be arranged via Change Orders. County may, at its option, utilize all, none, or a portion of these Pool Dollars. For Work provided under Subtask 15.6, Contractor's hourly rate shall be the same as that scheduled in the County's previous contracting vehicle for MAPAS maintenance services, Information Technology Support Services Master Agreement (ITSSMA) Work Order N01-0155, through December 31, 2013.

6. Maximum Contract Sum

The Maximum Contract Sum of this Agreement shall not exceed **$12,141,642.60** which shall be inclusive of all Implementation Services, Maintenance and Support Services and other services during the Post-Implementation Phase and all Option Terms if so exercised by County, and additional work utilizing Pool Dollars if so exercised by County.

7. Payment Processing

Payments will be processed according to County's general procedures for invoice and disbursement processing.

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT D:
CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Sierra Systems Inc.
Company Name

222 North Sepulveda Boulevard, #1310, El Segundo, CA 90245
Address

98-0061802
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )
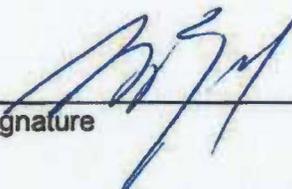
_____
Signature

Jan 21/13
Date

Shayne Boyd, Vice President, Justice & Public Safety
Name and Title of Signer (please print)

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBITS E1 AND E2:
CONTRACTOR'S
EMPLOYEE AND NON-EMPLOYEE
ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENTS

AGREEMENT FOR

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____   DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR

EQUIPMENT MAINTENANCE SERVICE

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT F:
SAFELY SURRENDERED BABY LAW

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered
Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.
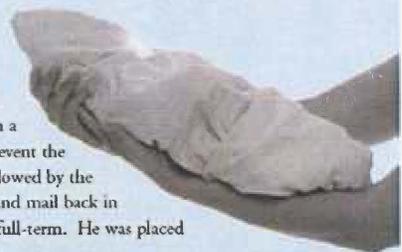
Ley de Entrega de Bebés Sin Peligro
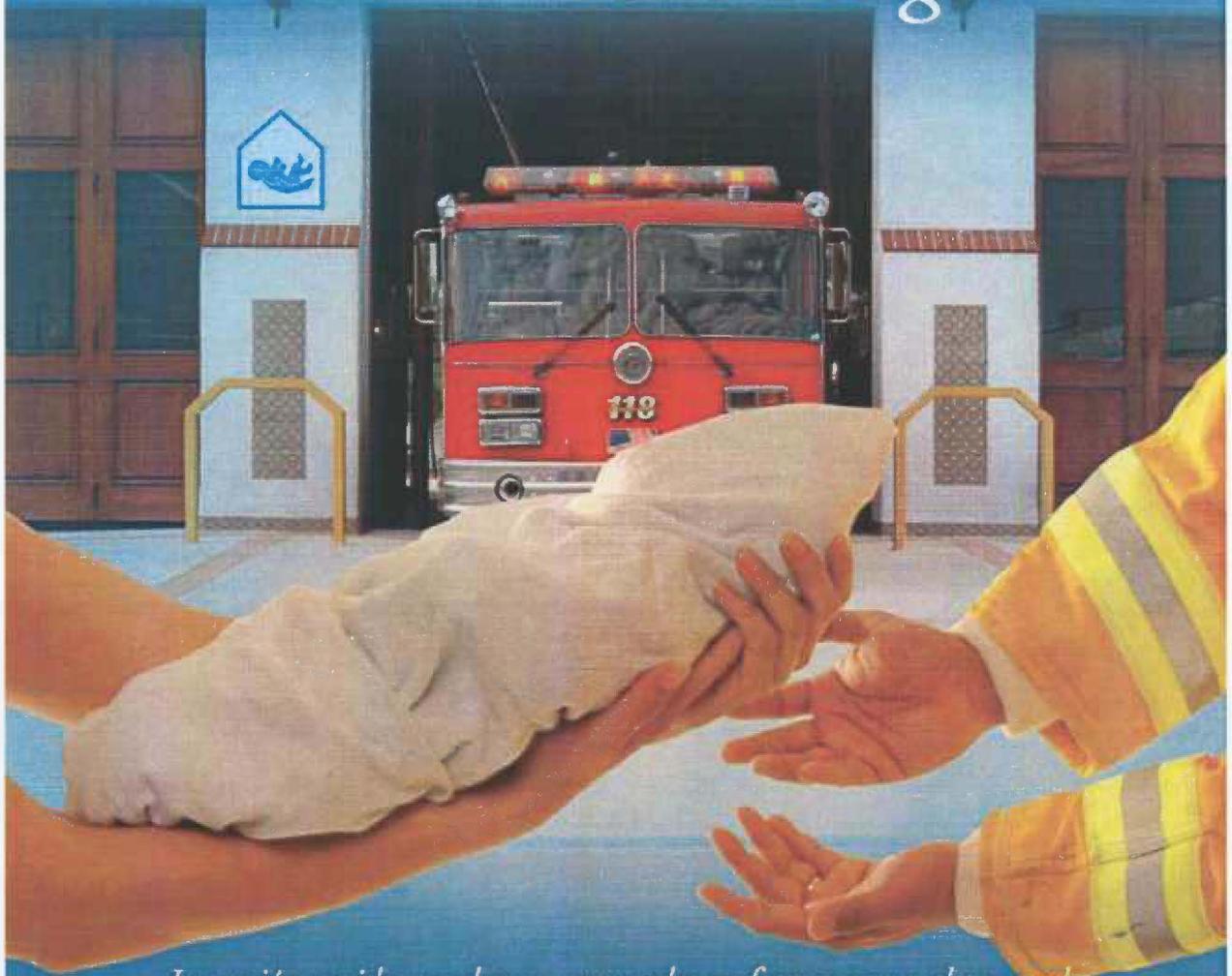
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés
Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?
El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?
No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?
El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?
La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT G:
JURY SERVICE ORDINANCE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A.   "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B.   "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C.   "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

   1.   A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

   2.   A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

   3.   A purchase made through a state or federal contract; or

   4.   A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

   5.   A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

   6.   A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

   7.   A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A.   Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B.   Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C.   Small Business. This chapter shall not be applied to any contractor that meets all of the following:

    1.   Has ten or fewer employees during the contract period; and,

    2.   Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

    3.   Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT H:

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.)

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT I:
TASK/DELIVERABLE
ACCEPTANCE CERTIFICATE

Los Angeles County Sheriff's Department
ACES Project

Task/Deliverable Acceptance Certificate

Contract Number: _____

Contract Date: _____

Deliverable Identifier from Statement of Work: _____

Deliverable Identifier from Project Control Document: _____

Deliverable Name: _____

Submission History:

Date Submitted	Accepted or Rejected	Reason for Rejection

CERTIFICATION BY CONTRACTOR: By its signature below, Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has completed all Tasks and/or Subtasks associated with the Deliverable indicated above and all preceding Tasks and Subtasks, pursuant to the Agreement, Statement of Work, and Project Control Document. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Agreement and the Statement of Work.

_____   _____
Signature of Contractor Project Director   Date

ACCEPTANCE BY COUNTY: By the signatures below, the County accepts the Deliverable.

_____   _____
Signature of County Project Manager   Date

_____   _____
Signature of County Project Director   Date

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT J:
REQUEST FOR PROPOSALS
FOR RFP #399-SH
(incorporated by reference)

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT K:
CONTRACTOR'S PROPOSAL
FOR RFP #399-SH
(incorporated by reference)

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT L:
SOFTCODE
SOFTWARE LICENSE AGREEMENT

Note: This software license is a Deliverable that Contractor will provide to County.

*Soft*Code, Inc.

ENTERPRISE SOFTWARE LICENSE AGREEMENT

SoftCode, Inc., a Massachusetts corporation, 33 Boston Post Road W Suite 360, Marlborough, Massachusetts 01752 ("SoftCode"), is entering into this Enterprise Software License Agreement ("Agreement") with the **County of Los Angeles** ("Licensee"), **by and through its Sheriff's Department, 4700 Ramona Boulevard, Monterey Park, California 91754 (Attention Contracts Unit: Telephone (323) 526-5251; Facsimile:(323) 267-6687; Email scousins@lasd.org)**, who wishes to license the software Product ("Products" as defined below) from SoftCode to Licensee, subject to the terms and conditions of this Agreement and the terms of any Product Order ("Order" as defined below) submitted to and accepted by SoftCode.

1. **DEFINITIONS**

    "Live Date" means the date the system is used in a production environment.

    "Anniversary Date" means the annual recurrence of the Live Date of a Product.

    "Delivery Date" means the date a Product is installed or delivered to customer site.

    "Enhancement" means any standard modifications or additions that, when made or added to the Product, changes its utility, efficiency, functional capability or application, but that does not constitute solely an Error Correction.

    "Error Correction" means a modification, addition, patch, work around or procedure that, when made or added to the Product will bring the Product into conformity with the documentation.

    "Orders" for Product licenses may be submitted by Licensee in a form acceptable to SoftCode. Any Orders shall expressly incorporate the terms and conditions of this Agreement, must be authorized by Licensee and are subject to acceptance by SoftCode.

    "License" means a license, which has a term commencing on the Delivery Date of a Product and continuing in perpetuity, subject to the terms of this Agreement.

    "Product" means Softcode's CivilServe, CivilMobile, and CivilView software programs, which shall be delivered to Licensee in machine-readable form, including Source Code. The Product means the version of the Product delivered on the Delivery Date and all subsequent Error Corrections, Updates and Enhancements. "Product" does not include any hardware included, bundled or sold in conjunction with any software program product.

Note: This software license is a Deliverable that Contractor will provide to County.

"Source Code" means the human-readable computer programs that can be run through a standard compiler, interpreter, or development toolset to generate executable computer files which in turn actually process data and business transactions; Source Code allows engineers to modify, customize, and enhance the software.

"User License" means a license to use the Product on any Licensee owned and operated workstation in North America.

"Update" means any new release of the Product which may include any Enhancements or Error Corrections.

"Node" means each server in the network and each desktop computer and thin client connected or connecting to the server(s) or the network.

2. GRANT

A. SoftCode hereby grants to Licensee, and Licensee accepts from SoftCode, a perpetual, non-assignable, non-exclusive enterprise license to the Product, to use, modify, revise, amend, add, delete or otherwise alter the Product solely for Licensee's own internal business purposes, but without the right to grant sub-licenses. Licensee's use of the Product shall not be restricted as to the number of User Licenses. Products may be installed on any single un-networked workstation or personal computer or network of computers owned and operated by Licensee in North America.

B. Licensee may reproduce, at no additional charge, for disaster recovery purposes, a reasonable number of copies of the Product. Licensee will reproduce all confidentiality and proprietary notices on the Product and maintain an accurate record of the location of each copy of the Product.

C. Licensee agrees that it will not reverse engineer or decompile the Product except to validate Source Code. Licensee shall not sell, lease, license, rent, loan, permit the use of or otherwise transfer, with or without consideration, the Product to any third party. Licensee agrees not to copy the Licensed Product except as expressly permitted above or permit any third party other than identified Licensee to reproduce or copy the Product. Licensee agrees not to permit any third party (other than third parties under contract with Licensee which contains nondisclosure obligations no less restrictive than those set forth herein) to use the Product in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the Licensed Product is made. Licensee may not permit third parties to benefit from the use or functionality of the Licensed Product via a timesharing, service bureau or other arrangement, except to the extent such use is expressly specified in the Order. No Error Corrections shall be provided for any portion of the Licensed Product which has been modified by, or for, Licensee without the prior written consent of SoftCode. Nothing contained herein will constitute or be construed as a grant of any express or implied transfer or grant of any other right by SoftCode to the Licensee under any of SoftCode's patents, copyrights or other intellectual property rights. For the avoidance of doubt, SoftCode owns and retains all right, title and interest in and to the Licensed Product, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein.

D. It is understood that Licensee plans to adapt and extend the Product into a customized system based on the Product. In order to assist with that effort, SoftCode will furnish Licensee with a complete technical reference manual for

Note: This software license is a Deliverable that Contractor will provide to County.

the Product, which is a highly structured document that explains in detail the source code logic, including stored procedures, and the data structure, including all tables and fields in the database, their relationships, usage, and the datatype and constraints for each field. Such documentation will be electronically delivered as a text-searchable, printable electronic document such as a PDF file. SoftCode will also furnish Licensee with an entity-relationship diagram for the Product's database. Licensee agrees to treat this material as confidential information subject to the nondisclosure provisions of this license agreement. Any and all adaptations, modifications, enhancements, changes and customizations of the Product performed by Licensee or Licensee's contractor, and all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein, are the property of Licensee and except as otherwise agreed to in writing by the parties, provided, however, (i) such customized system, including, but not limited to the Product and any and all adaptations, modifications, enhancements, changes and customizations of the Product performed by Licensee or Licensee's contractor may only be used on any single un-networked workstation or personal computer or network of computers owned and operated by Licensee in North America, (ii) Licensee shall not sell, lease, license, rent, loan, permit the use of or otherwise transfer, with or without consideration, the customized system, or any components thereof to any third party and (iii) SoftCode shall have the right to incorporate and adapt those modules or innovations into its Product, and to sell, lease, license, rent, loan, permit the use of and/or otherwise transfer the Product with the integrated modules and innovations, without paying a royalty or other additional consideration to Licensee.

E. On a semi-annual basis, for eight (8) years starting from the Live Date, SoftCode will assemble and deliver to Licensee, at no additional cost, a package containing: (a) all Updates since the previous such package delivery (or Product delivery); (b) corresponding Source Code (including C#, APSX, and database code such as stored procedures, functions, and views, but excluding any proprietary third-party Source Code not owned or modified by SoftCode) in a compressed format; (c) corresponding release notes; (d) corresponding documentation as described in paragraph D above; and (e) a SQL Server script that Licensee can use to create a shell database to identify schema changes.

3.   **TERMS OF PAYMENT**

In consideration of the software license under this Agreement, Licensee, or a third party authorized by Licensee, shall pay SoftCode a one-time license fee. The fee quoted is based on SoftCode's being paid in full for this license within 90 days of the signed contract. Source Code will be released when the license fee is paid in full.

Service charges in the amount of the lesser of the maximum rate permitted by law or one and one-half percent (1-1/2%) per month, may accrue on all accounts past due by more than forty-five (45) days. Licensee agrees that SoftCode is not responsible for any sales, personal property, use, VAT, excise, withholding or any other taxes that may be imposed, based on the license, use or possession of any Product licensed hereunder, excluding taxes based upon net income payable by SoftCode.

4.   (THIS SECTION HAS BEEN INTENTIONALLY DELETED)

Note: This software license is a Deliverable that Contractor will provide to County.

5.   **LIABILITY/WARRANTY**

A.   SoftCode warrants, for one (1) year from the Live Date, (i) the media (for example diskettes) delivered by SoftCode to the Licensee on which the Product is contained will be free from defects in materials and workmanship, and (ii) any Product licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation that accompanies the Product.

B.   SoftCode warrants that it has the right to license the Product to Licensee without restriction. SoftCode also warrants that the licensed Product does not infringe on any United States patent, trademark, or copyright of a third party and SoftCode hereby agrees to indemnify, protect, defend, and hold Licensee harmless from all claims, suits, actions, losses, damages, judgments, costs and expenses which may be sustained by Licensee for such infringement of a United States patent, trademark, trade secret, or copyright by SoftCode; provided that (i) Licensee gives written notice of any suit to SoftCode within two (2) business days from the date of Licensee's receipt of service, (ii) SoftCode shall have sole control of the defense of any action or claim and all negotiations for settlement or compromise thereof and (iii) Licensee reasonably cooperates in the defense of such action or claim. Licensee may elect to participate in any such action with an attorney of its own choice and at its own expense. In the event Licensee is precluded by a court of competent jurisdiction from using a Product as a result of the infringement by SoftCode of any such patent, trademark, trade secret, or copyright of a third party, SoftCode may, in its reasonable discretion, (i) obtain the right to use the Product for the Licensee, or (ii) replace or modify the Product so that it no longer infringes, or (iii) if neither (i) or (ii) above is commercially feasible, in SoftCode's reasonable discretion, then SoftCode may terminate the License for the affected Product and issue to Licensee a pro-rata refund of the License fees paid by Licensee based on a useful life of five (5) years. If Licensee does not notify SoftCode, as required herein, Licensee's rights under this Section shall terminate.

C.   Licensee agrees that, except as provided in Paragraph 5 B above, SoftCode's liability for direct damages, if any, shall not exceed the License fees paid to SoftCode by Licensee for use of the Product(s) under this Agreement.

D.   THE FOREGOING CONDITIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, BY SOFTCODE OR ANY OTHER PARTY INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. SOFTCODE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, IN CONNECTION WITH OR ARISING FROM THE FURNISHING, PERFORMANCE, OR USE OF THE PRODUCT(S) OR SERVICES PROVIDED HEREIN, REGARDLESS OF ANY LAW AND/OR REGULATION WHICH STATES OTHERWISE. SOFTCODE SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES THAT ARISES FROM THE USE OF THE PRODUCT AS PART OR IN COMBINATION WITH ANY DEVICES, PARTS OR SOFTWARE NOT APPROVED BY SOFTCODE FOR USE IN COMBINATION WITH THE PRODUCT. THE ABOVE EXCLUSIONS APPLY TO THE EXTENT THAT THE DAMAGES WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE OR COMBINATION.

Note: This software license is a Deliverable that Contractor will provide to County.

6.   **EXPORT LAW COMPLIANCE**

Licensee has been advised that Products are subject to the U.S. Export Administration Regulations. Licensee shall not export, import or transfer Products contrary to U.S. or other applicable laws, whether directly or indirectly, and will not cause, approve or otherwise facilitate others such as agents or any third parties in doing so.   Licensee represents and agrees that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Licensee's export privileges. Licensee agrees not to use or transfer the Products for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license.   The parties agree to cooperate with each other with respect to any application for any required licenses and approvals, however, Licensee acknowledges it is Licensee's ultimate responsibility to comply with any and all export and import laws and that SoftCode has no further responsibility after the initial sale to the Licensee within the original country of sale.

7.   **NONDISCLOSURE**

A.   Licensee agrees to receive and hold in confidence and not disclose in any manner to third parties (other than third parties under contract with Licensee which contains nondisclosure obligations no less restrictive than those set forth herein) all proprietary and confidential documents, disclosures and written or oral statements disclosed to it by SoftCode which SoftCode has protected as a trade Secret in accordance with the Uniform Trade Secrets Act (collectively the "Confidential Information") shall be deemed confidential by SoftCode under any License unless clearly marked otherwise or is non-confidential pursuant to Section 7B. Licensee shall use any Confidential Information only internally within its own company in the pursuit of its own internal business interests. Licensee shall not sell, lease, license or otherwise transfer, with or without consideration, any Confidential Information to any third party or permit any third party (other than third parties as set forth above) to reproduce or copy or otherwise use or see any Confidential Information in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of any Confidential Information is made. In addition, Licensee agrees that it will not reverse engineer or de-compile any Product except to validate Source Code.

B.   Licensee shall provide reasonable assistance to SoftCode in the prosecution of any third parties who violate any of SoftCode's rights under this Agreement or rights provided by law with respect to any Product licensed hereunder to Licensee. SoftCode shall bear any associated cost and expense provided that such violation is not the result of a breach by Licensee of its obligations hereunder. Licensee shall not have any obligation to hold any information in confidence if the information was (1) rightfully disclosed to Licensee without any obligation to keep such information confidential prior to execution of this Agreement, (2) in the public domain through no fault of Licensee, (3) is developed by Licensee independently of any proprietary information contained in the Confidential Information, or (4) required to be disclosed pursuant to court order or applicable law, including, but not limited to, the California Public Records Act.

8.   **LICENSEE REFERENCE**

SoftCode may identify Licensee as a Licensee of SoftCode and may also issue one or more mutually agreeable press releases containing an announcement

of the relationship. No such release shall include any information considered Confidential by Licensee. Licensee's approval to any such document or release shall not be unreasonably withheld and shall be deemed given unless Licensee indicates otherwise in writing within ten (10) days of delivery to and acknowledgement of receipt by Licensee of the proposed document or release.

9.   **GOVERNING LAW; ATTORNEY'S FEES**

This Agreement, including any Order, shall for all purposes be deemed subject to the laws of the Commonwealth of Massachusetts, USA and tried in the courts of Middlesex County. In the event that any action or proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10.   **AUDIT**

Upon reasonable written notice to Licensee, SoftCode reserves the right to periodically audit Licensee to ensure that Licensee is not using any Product in violation of this Agreement or any Order. During Licensee's standard business hours and upon prior written notice, SoftCode may visit Licensee and Licensee will make available to SoftCode or its representatives any records pertaining to the Product to SoftCode. The cost of any requested audit will be solely borne by SoftCode, unless such audit discloses an underpayment or amount due to SoftCode in excess of five percent (5%) of the initial license fee for the Product, in which case Licensee shall pay the cost of the audit.

11.   **SEVERABILITY; WAIVER**

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect, such enforceability shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision(s) had never been contained herein. No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by both parties.

12.   **ASSIGNMENT**

Licensee may not assign this Agreement or any Order or otherwise convey any rights or obligations under this Agreement. SoftCode may assign this Agreement, in whole or in part, including without limitation, in connection with the transfer of assets to a wholly or majority owned business unit of SoftCode which sells one or more of the Products.

13.   **NOTICE**

Any notice or other communication required or permitted hereunder shall be given in writing to the other party at such address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given when (i) delivered personally, (ii) sent via certified mail (return receipt requested) (iii) sent via cable, telegram, telex, telecopier, fax (all with confirmation of receipt), or (iv) by recognized air courier service.

Note: This software license is a Deliverable that Contractor will provide to County.

14. **TERM AND TERMINATION**

The terms of this Agreement shall commence on the date it is executed by SoftCode and shall continue in effect until terminated as provided herein. Except with respect to a default in payment(s) due to SoftCode, this Agreement and any License for a Product may be terminated by SoftCode in the event that Customer is in default hereunder. Upon termination of any License hereunder, Customer shall return the Product (and any copies made pursuant to Section 2) and all related documentation to SoftCode. The provisions of Sections 3. Terms of Payment, 5. Liability/Warranty, 6. Export Law Compliance, 7. Nondisclosure, 9. Governing Law; Attorney's Fees and 10. Audit, shall survive termination of this Agreement or any individual License.

15. **ENTIRE AGREEMENT**

The Agreement and the applicable Order(s) constitute the entire agreement between the parties for a License to use a Product, and will become binding upon SoftCode when signed by an authorized representative of SoftCode. SoftCode shall not be bound by any additional provisions that may appear in Licensee's purchase order, acknowledgment of the purchase order, or any other communication between Licensee and SoftCode. This Agreement supercedes any license agreement delivered with the Product or any update or revision thereto. There are no understandings, agreements or representations not specified herein or in any Order with respect to a License or a Product licensed hereunder. This Agreement or any Order may not be modified, except by a written addendum signed by duly authorized representatives of both parties.

BY SIGNING BELOW, BOTH PARTIES AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

SOFTCODE, INC.	LICENSEE—COUNTY OF LOS ANGELES
By:	By:
Name: Steven R. Magoun	Name:
Title: President	Title:
Date:	Date: