



APPENDIX F

PARKING CITATION PROCESSING SERVICES (PCPS)

SAMPLE AGREEMENT

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

SAMPLE AGREEMENT
PARKING CITATION PROCESSING SERVICES (PCPS)
BETWEEN COUNTY OF LOS ANGELES
AND
(_____)

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RECITALS

THIS AGREEMENT is entered into as of _____, 2009 (as further defined below, the "Effective Date") by and between the County of Los Angeles ("County") and [_____] , a [_____] organized under the laws of [_____] , located at [_____] ("Contractor"), to provide Parking Citation Processing Services for the Los Angeles County Sheriff's Department (the "Department").

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

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

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

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

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

1.0 AGREEMENT AND INTERPRETATION

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

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

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

Attachment A – County’s Functional Business Requirements

Attachment B – Samples Notices

Attachment C – LASD Desktop Computing Workstation Baseline

Attachment D – Parking Enforcement Detail Staffing Profile

Attachment E – LINK2GOV Interface

1.2.3. Exhibit C – Price Schedule

1.2.4. Exhibit D1 – Contract Performance Discrepancy Report

1.2.5 Exhibit D2 - Performance Requirements Summary

1.2.6 Exhibit E - Invoice Discrepancy Report

1.2.7 Exhibit F - Jury Service Ordinance

1.2.8 Exhibit G - Safely Surrendered Baby Law

1.2.9 Exhibit H1 - Contractor’s EEO Certification

1.2.10 Exhibit H2 – Contractor’s Employee Acknowledgement and Confidentiality Agreement

1.2.11 Exhibit H3 - Contractor’s Non-Employee Acknowledgment and Confidentiality Agreement

1.2.12 Exhibit I - Project Control Document

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

1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”,

or any derivation of such words, such examples are intended to be illustrative and not limiting. Sections, Captions, and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2.0 DEFINITIONS

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

- 2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.2 "ALPR" has the meaning set forth in the Statement of Work.
- 2.3 "Amendment" has the meaning set forth in Section 6.0 (Change Orders and Amendments).
- 2.4 "Association Rules" means the bylaws, rules and regulations of the Associations, as they exist from time to time.
- 2.5 "Association" means any entity formed to administer and promote the use of credit/debit cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated.
- 2.6 "Board" means the Los Angeles County Board of Supervisors.
- 2.7 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.8 "Card Issuer" means any financial institution, which is a member bank of the Association or its agents, American Express and/or Discover.
- 2.9 "Card Rules" means the Association Rules and any other rules and/or regulations from time to time promulgated by any Card Issuer, credit/debit card processor and/or PIN-Based Debit Network.
- 2.10 "Change Order" has the meaning set forth in Section 6.0 (Change Orders and Amendments).
- 2.11 "Contractor" has the meaning set forth in the preamble to this Agreement.
- 2.12 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.2.

- 2.13 "Contractor Program Director" has the meaning set forth in Paragraph 4.1 (Contractor Program Director).
- 2.14 "Contractor Program Manager" has the meaning set forth in Paragraph 4.2 (Contractor Program Manager).
- 2.15 "Correspondence(s)" has the meaning set forth in the Statement of Work.
- 2.16 "County" has the meaning set forth in the preamble to this Agreement.
- 2.17 "County Counsel" means County's Office of the County Counsel.
- 2.18 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.19 "County Program Director" has the meaning set forth in Paragraph 3.1 (County Program Director).
- 2.20 "County Program Manager" has the meaning set forth in Paragraph 3.2 (County Program Manager).
- 2.21 "Data Security Guidelines" means (a) all applicable security standards and guidelines that may be published from time to time by any Association, any Card Issuer, any credit/debit card processor or any PIN-Based Debit Network, including the Visa U.S.A. Cardholder Information Security Program and the Payment Card Industry Data Security Standard and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by County's Chief Information Security Officer and provided by County Program Director to Contractor.
- 2.22 "Department" has the meaning set forth in the preamble to this Agreement.
- 2.23 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.24 "Effective Date" means the date identified in the preamble to this Agreement, which is the date on which this Agreement has been executed by all parties and approved by the Board.
- 2.25 "Field Equipment" has the meaning set forth in the Statement of Work.
- 2.26 "Hold" (also 'DMV Registration Hold') has the meaning set forth in the Statement of Work.

- 2.27 "Infringement Claims" has the meaning set forth in Section 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.28 "Initial Term" has the meaning set forth in Section 7.0 (Term).
- 2.29 "Interface(s)" The software mechanisms which allow the transfer of electronic data, or software commands between computer systems, computer programs, or computer program modules which are conceived, created and/or developed by, or on behalf of Contractor, including the Interface(s) to County's electronic payment processing vendor, LINK2GOV, described in both Appendix A, SOW, and/or the attachments thereto.
- 2.30 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).
- 2.31 "IVR" has the meaning set forth in the Statement of Work.
- 2.32 "Jury Service Program" has the meaning set forth in Section 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.33 "Monthly Contract Sum" has the meaning set forth in Section 8.0 (Prices and Fees).
- 2.34 "Notice(s)" has the meaning set forth in the Statement of Work.
- 2.35 "Option Term" has the meaning set forth in Section 7.0 (Term).
- 2.36 "Pay-by-Web" has the meaning set forth in the Statement of Work.
- 2.37 "PIN-Based Debit Network" means a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.
- 2.38 "Project Control Document" has the meaning given to the defined term "PCD" in the Statement of Work.
- 2.39 "Reporting District" or "RD" means the geographical Reporting Districts into which the Sheriff divides the County. A Reporting District number is a four-digit number assigned to each District. It is comprised of a two-digit station or unit identifier, followed by a two-digit geographical location number (00-99) within the station's jurisdiction; in combination referred to as the RD number.
- 2.40 "Scofflaw" means a vehicle which has encumbered five (5) or more unpaid parking citations.
- 2.41 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

- 2.42 “Special Collections” has the meaning set forth in the Statement of Work.
- 2.43 “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto, as the same may be amended by any executed Change Order or Amendment.
- 2.44 “System” has the meaning set forth in the Statement of Work.
- 2.45 “Tax” and “Taxes” means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.46 “Term” has the meaning set forth in Section 7.0 (Term).
- 2.47 “Work” means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, executed Change Orders, and Amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Program Director.

- 3.1.1 “County Program Director” for this Agreement shall be the following person:

Sharon Bilbrey, Manager
Parking Enforcement Detail
4700 Ramona Blvd.
Monterey Park, CA 91754

- 3.1.2 County will notify Contractor of any change in the name or address of County Program Director.
- 3.1.3 Except as set forth in Section 6.0 (Change Orders and Amendments) of this Agreement, County Program Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Program Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Program Manager.

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

Paul Vasquez
Supervising Parking Control Officer
Parking Enforcement Detail
4700 Ramona Blvd.
Monterey Park, CA 91754

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

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

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

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

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

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

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Program Director.

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

[_____]

- 4.1.2 Contractor will notify County of any change in the name or address of Contractor Program Director.
- 4.1.3 Contractor Program Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.
- 4.1.4 From the Effective Date through the expiration of the Term, Contractor Program Director shall be available to meet and confer with the County Program Director in person or by phone, to review Program progress and discuss Program coordination.

4.2 Contractor Program Manager.

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

[_____]

- 4.2.2 Contractor will notify County of any change in the name or address of Contractor Program Manager.
- 4.2.3 Contractor Program Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.
- 4.2.4 Contractor Program Manager shall be available to meet and confer as necessary with County.

4.3 Approval of Contractor's Staff.

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

- 4.3.2 Contractor shall endeavor to assure continuity of Contractor personnel performing key functions under this Agreement, including the Contractor Program Director and Contractor Program Manager, as well as any identified critical support staff (together comprising "Contractor Key Personnel"). Notwithstanding the foregoing, the County Program Director may require removal of any Contractor Key Personnel.
- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or any egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure Program continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
- 4.3.5 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5.0 WORK; APPROVAL AND ACCEPTANCE

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

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

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

including this Section 5.0 (Work; Approval and Acceptance), Section 8.0 (Prices and Fees), and Section 11.0 (Invoices and Payments)

6.0 CHANGE ORDERS AND AMENDMENTS

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

6.1 General

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

- 6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Program Director and Contractor Program Director, with the concurrence of County Counsel. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County Program Director, in County Program Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.
- 6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Sheriff and an authorized agent of Contractor.
- 6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated Amendment to this Agreement shall be executed by the Board or its designee and an authorized agent of Contractor.

7.0 TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for a period of three (3) years, unless terminated earlier in whole or in part, as provided

in this Agreement (the “Initial Term”). The Sheriff has the option, at the Sheriff’s discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to two additional one (1) year periods, and one (1) six-month period in any increment (each an “Option Term”) for a total Agreement term not to exceed five (5) years and six (6) months. As used herein, the “Term” shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff’s designee.

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

8.0 PRICES AND FEES

8.1 General

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

Contractor’s special collections fee for this Agreement, which shall be charged to the customer for special collections as defined in the SOW, shall be as set forth on Exhibit C (Price Schedule). The special collections fee shall remain firm and fixed for the Term.

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

8.2 Monthly Contract Sum

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

8.3 Contractor's One-Time Implementation Costs

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

9.0 NEW SERVICES AND SUPPORTING TECHNOLOGIES

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

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

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

10.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

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

11.0 INVOICES AND PAYMENTS

11.1 Approval of Invoices

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

11.2 Detail. Each invoice submitted by Contractor shall include:

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

Specifically, each invoice shall list:

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

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

11.3 No Out-of-Pocket Expenses

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

11.4 Contractor Responsibility

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

11.5 Invoice Discrepancy Report

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

12.0 LIQUIDATED DAMAGES; WITHHOLD

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

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

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

12.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

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

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

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

13.0 NOTICES

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

To County: (1) Sharon Bilbrey, Manager
Parking Enforcement Detail
4700 Ramona Blvd.
Monterey Park, CA 91754

with a copy to:

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

To Contractor: [_____]
Attention: [_____]
Facsimile: [_____]

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

14.0 ARM’S LENGTH NEGOTIATIONS

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

15.0 SURVIVAL

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

* * * * *

AGREEMENT
PARKING CITATION PROCESSING SERVICES (PCPS)
BETWEEN COUNTY OF LOS ANGELES
AND
[_____]

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairman 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

[type in Contractor's name]
Contractor
Signature: _____
Title: _____

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy County Counsel