

1 AGREEMENT

2 **30774**

3 THIS AGREEMENT is made and entered, in duplicate, as of July 8, 2008,  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting on May 13, 2008, by and between ACS STATE &  
6 LOCAL SOLUTIONS, INC., a New York corporation, with a place of business at 1800 M  
7 Street, NW, Washington, DC 20036 ("Consultant"), and the CITY OF LONG BEACH, a  
8 municipal corporation ("City").

9 WHEREAS, City requires specialized collection services requiring in  
10 connection with recovery of unpaid penalties for parking citations ("Project"); and

11 WHEREAS, City has selected Consultant in accordance with City's  
12 administrative procedures and City has determined that Consultant and its employees  
13 are qualified, licensed, if so required, and experienced in performing these specialized  
14 services; and

15 WHEREAS, City desires to have Consultant perform these specialized  
16 services, and Consultant is willing and able to do so on the terms and conditions in this  
17 Agreement;

18 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
19 conditions in this Agreement, the parties agree as follows:

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly  
22 described in Exhibit "A", attached to this Agreement and incorporated by this  
23 reference, in accordance with the standards of the profession, and City shall pay  
24 for these services a fee of twenty-five percent (25%) of all amounts collected by  
25 Consultant.

26 B. The City has, by Resolution No. RES-08-0056, adopted a  
27 charge of twenty-five percent (25%) on any unpaid penalty that is added to each  
28 unpaid penalty for a parking citation before the penalty is submitted to Consultant

1 for collection. Regardless of the amount collected by Consultant on the unpaid  
2 penalty, Consultant shall divide the amount collected by 1.25, and shall remit  
3 monthly the result of that calculation to the City. Consultant shall retain the  
4 difference between the amount collected and the amount remitted to the City as its  
5 fee. Consultant shall remit funds by check or electronic wire by the fifteenth (15th)  
6 of each month for amounts collected in the immediately preceding month. When  
7 each remittance is made, Consultant shall also submit the reports described  
8 below.

9 C. consultant shall impose no additional costs or fees on the  
10 City. All costs of doing business in collecting these unpaid penalties shall be  
11 borne solely by Consultant, including but not limited to fees, banking fees, toll-free  
12 telephone number, predictive dialer system, skip tracing, correspondence and  
13 reports.

14 D. Consultant represents that Consultant has obtained all  
15 necessary information on conditions and circumstances that may affect its  
16 performance and has conducted site visits, if necessary. City represents that City  
17 has provided all necessary information on conditions and circumstances that may  
18 affect Consultant's performance.

19 E. CAUTION: Consultant shall not begin work until this  
20 Agreement has been signed by both parties and until Consultant's evidence of  
21 insurance has been delivered to and approved by City.

22 2. TERM. The term of this Agreement shall commence at midnight on  
23 July 14, 2008, and shall terminate at 11:59 p.m. on July 13, 2011, with the option of  
24 renewing for two (2) additional one (1) year periods, unless sooner terminated as  
25 provided in this Agreement, or unless the services or the Project is completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's  
28 representative, if any, named in Exhibit "B", attached to this Agreement and

1 incorporated by this reference. Consultant shall advise and inform City's  
2 representative of the work in progress on the Project in sufficient detail so as to  
3 assist City's representative in making presentations and in holding meetings on  
4 the Project. City shall furnish to Consultant information or materials, if any,  
5 described in Exhibit "C", attached to this Agreement and incorporated by this  
6 reference, and shall perform any other tasks described in the Exhibit.

7 B. The parties acknowledge that a substantial inducement to City  
8 for entering this Agreement was and is the reputation and skill of Consultant's key  
9 employee Mariaelena Ontiveros. City shall have the right to approve any person  
10 proposed by Consultant to replace that key employee.

11 4. INDEPENDENT CONTRACTOR. In performing its services,  
12 Consultant is and shall act as an independent contractor and not an employee,  
13 representative or agent of City. Consultant shall have control of Consultant's work and  
14 the manner in which it is performed. Consultant shall be free to contract for similar  
15 services to be performed for others during this Agreement; provided, however, that  
16 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.  
17 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from  
18 Consultant's compensation; (b) City will not secure workers' compensation or pay  
19 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide  
20 and Consultant is not entitled to any of the usual and customary rights, benefits or  
21 privileges of City employees. Consultant expressly warrants that neither Consultant nor  
22 any of Consultant's employees or agents shall represent themselves to be employees or  
23 agents of City.

24 5. INSURANCE.

25 A. **As** a condition precedent to the effectiveness of this  
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
27 duration of this Agreement, from insurance companies that are admitted to write  
28 insurance in California and have ratings of or equivalent to A-V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to  
2 Section 1763 of the California Insurance Code and that have ratings of or  
3 equivalent to A-:VIII by A.M. Best Company, the following insurance:

4 (a) Commercial general liability insurance (equivalent in scope  
5 to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
6 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
7 This coverage shall include but not be limited to broad form contractual  
8 liability, cross liability, and products and completed operations liability.  
9 City, its boards and commissions, and their officials and employees shall  
10 be named as additional insureds by a blanket additional insured provision  
11 or standalone endorsement equivalent in coverage scope to ISO form CG  
12 20 26 11 85, and this insurance shall contain no special limitations on the  
13 scope of protection given to City, its boards and commissions, and their  
14 officials and employees This policy shall contain a provision or be  
15 endorsed to state that the insurer waives its right of subrogation against  
16 City, its boards and commissions, and their officials and employees

17 (b) Workers' Compensation insurance as required by the  
18 California Labor Code and employer's liability insurance in an amount not  
19 less than \$1,000,000. This policy shall contain a provision or be endorsed  
20 to state that the insurer waives its right of subrogation against City, its  
21 boards and commissions, and their officials and employees

22 (c) Professional liability or errors and omissions insurance in an  
23 amount not less than \$1,000,000 per claim.

24 (d) Commercial or Business automobile liability insurance  
25 (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1  
26 (Any Auto) in an amount not less than \$500,000 combined single limit per  
27 accident.

28 (e) Blanket fidelity bond or commercial crime insurance,

1 covering all officers and employees, with limits of not less than  
2 \$1,000,000.00 and covering the City as a joint **loss** payee as its interests  
3 may appear.

4 B. Any self insurance program or self insured retention in excess  
5 of \$50,000 per occurrence must be declared in writing to the City's Risk Manager  
6 or designee and shall protect City, its officials and employees in the same manner  
7 and to the same extent as they would have been protected had the policy or  
8 policies not contained retention provisions. Consultant shall be responsible for  
9 any deductible or self-insured retention that it may carry on its policies.

10 C. Each insurance policy shall contain a provision or be  
11 endorsed to state that coverage shall not be non-renewed or canceled except after  
12 thirty (30) days prior written notice to City, shall be primary and not contributing to  
13 any other insurance or self-insurance maintained by City, and shall contain a  
14 provision or be endorsed to state that coverage maintained by City shall be excess  
15 to and shall not contribute to insurance or self-insurance maintained by  
16 Consultant. Consultant shall notify City in writing within five (5) days after any  
17 insurance has been voided by the insurer or cancelled by the insured.

18 D. If this coverage is written on a "claims made" basis, it must  
19 provide for an extended reporting period of not less than one hundred eighty (180)  
20 days, commencing on the date this Agreement expires or is terminated, unless  
21 Consultant guarantees that Consultant will provide to City evidence of  
22 uninterrupted, continuing coverage for a period of not **less** than one year,  
23 commencing on the date this Agreement expires or is terminated.

24 E. Consultant shall require that all subconsultants or contractors  
25 that Consultant uses in the performance of these services maintain insurance in  
26 compliance with this Section unless otherwise agreed in writing by City's Risk  
27 Manager or designee.

28 F. Prior to the start of performance, Consultant shall deliver to

1 City standard ACORD form certificates of insurance and endorsements (copies of  
2 the blanket endorsement language from the policy may be used in lieu of  
3 endorsements) for approval as to sufficiency and form. In addition, Consultant  
4 shall, within thirty (30) days prior to expiration of the insurance, furnish to City  
5 standard ACORD form certificates of insurance and endorsements (copies of the  
6 blanket endorsement language from the policy may be used in lieu of  
7 endorsements) evidencing renewal of the insurance.

8 **G.** Any modification or waiver of these insurance requirements  
9 shall only be made with the approval of City's Risk Manager or designee after  
10 consultation with the Consultant. Not more frequently than once a year, City's  
11 Risk Manager or designee may require that Consultant, Consultant's  
12 subconsultants and contractors change the amount, scope or types of coverages  
13 required in this Section if, in his or her sole opinion, the amount, scope or types of  
14 coverages are not adequate..

15 **H.** The procuring or existence of insurance shall not be  
16 construed or deemed as a limitation on liability relating to Consultant's  
17 performance or as full performance of or compliance with the indemnification  
18 provisions of this Agreement.

19 **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement  
20 contemplates the personal services of Consultant and Consultant's employees, and the  
21 parties acknowledge that a substantial inducement to City for entering this Agreement  
22 was and is the professional reputation and competence of Consultant and Consultant's  
23 employees. Consultant shall not assign its rights or delegate its duties under this  
24 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
25 approval of City, except that Consultant may with the prior approval of the City Manager  
26 of City, assign any moneys due or to become due Consultant under this Agreement. Any  
27 attempted assignment or delegation shall be void, and any assignee or delegate shall  
28 acquire no right or interest by reason of an attempted assignment or delegation.

1 Furthermore, Consultant shall not subcontract any portion of its performance without the  
2 prior approval of the City Manager or designee, or substitute an approved subconsultant  
3 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
4 prevent Consultant from employing as many employees as Consultant deems necessary  
5 for performance of this Agreement.

6 7. CONFLICT OF INTEREST. Consultant, by executing this  
7 Agreement, certifies that, at the time Consultant executes this Agreement and for its  
8 duration, Consultant does not and will not perform services for any other client which  
9 would create a conflict, whether monetary or otherwise, as between the interests of City  
10 and the interests of that other client. And, Consultant shall obtain similar certifications  
11 from Consultant's employees subconsultants and contractors.

12 8. MATERIALS. Consultant shall furnish all labor and supervision,  
13 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
14 necessary to or used in the performance of Consultant's obligations under this  
15 Agreement, except as stated in Exhibit "C".

16 9. TERMINATION FOR CONVENIENCE. Either party shall have the  
17 right to terminate this Agreement for any reason or no reason at any time by giving thirty  
18 (30) business days prior notice to the other party. In the event of termination under this  
19 Section, City shall pay Consultant for (a) services satisfactorily performed and costs  
20 incurred up to the effective date of termination for which Consultant has not been  
21 previously paid; (b) pro-rated fees or commissions for services performed but not  
22 completed prior to the date of termination; and (c) any other actual, reasonable costs to  
23 CONSULTANT associated with early termination that may arise. The procedures for  
24 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
25 termination, Consultant shall deliver to City all Data developed or accumulated in the  
26 performance of this Agreement, whether in draft or final form, or in process. And,  
27 Consultant acknowledges and agrees that City's obligation to make final payment is  
28 conditioned on Consultant's delivery of the Data to City.

1           10. GUARANTEES. Consultant guarantees that it will deal with every  
2 parking violator in a professional, courteous manner, that it will assign a full-time  
3 customer service representative to the City's account, that it will seek to collect from each  
4 violator unpaid penalties for parking citations for as long as Consultant services the  
5 account, and that it will allow electronic access to its collection files by the City.

6           11. REPORTS. Consultant shall prepare and submit to the City reports  
7 as those reports are described in Exhibit "A".

8           12. AMENDMENT. This Agreement, including all Exhibits, shall not be  
9 amended, nor any provision or breach waived, except in writing signed by the parties  
10 which expressly refers to this Agreement.

11           13. LAW. This Agreement shall be governed by and construed pursuant  
12 to the laws of the State of California (except those provisions of California law pertaining  
13 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
14 regulations of and obtain all permits, licenses and certificates required by all federal, state  
15 and local governmental authorities.

16           14. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
17 constitutes the entire understanding between the parties and supersedes all other  
18 agreements, oral or written, with respect to the subject matter in this Agreement.

19           15. INDEMNITY. Consultant shall, with respect to services performed in  
20 connection with this Agreement, indemnify and hold harmless City, its Boards,  
21 Commissions, and their officials, employees and agents (collectively in this Section,  
22 "City") from and against liability, claims, allegations, demands, damage, loss, causes of  
23 action, proceedings, penalties, costs and expenses (including reasonable attorney's fees,  
24 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")  
25 arising, directly, in whole, out of the sole, active negligent act or omission of Consultant,  
26 its officers, employees, agents, sub-consultants or anyone under Consultant's control  
27 (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or  
28 willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating



1 directly to workers' compensation, except to the extent that such Claims arise out of the  
2 negligence of the City. Independent of the duty to indemnify and as a free-standing duty  
3 on the part of Consultant, Consultant shall defend City and shall continue this defense  
4 until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or  
5 judgment of negligence, fault, breach or the like on the part of Indemnitor shall be  
6 required for the duty to defend to arise. Consultant shall notify City of any Claim within  
7 ten (10) days. Likewise, City shall notify Consultant of any Claim, shall tender the  
8 defense of the Claim to Consultant, and shall assist Consultant at Consultant's sole  
9 expense, as may be reasonably requested, in the defense. Notwithstanding any other  
10 provisions of this Agreement, neither party shall be liable to the other party for any  
11 claims, penalties, or damages, whether in contract, tort, by way of indemnification, or  
12 otherwise, for indirect, incidental, consequential, exemplary, special or punitive damages.  
13 In no event shall Consultant be liable for any amount in excess of the total annual  
14 contract value under this Agreement.

15 16. DELAYS. In the event that schedule delays or failures of  
16 performance on the part of the City affect the ability of the Consultant to meet its  
17 contractual requirements, the Consultant shall be excused from performance of this  
18 Agreement to the extent warranted by such effect. Should such schedule delay or failure  
19 of performance on the part of the City have a material effect on the cost of Consultant's  
20 performance of the Agreement, the parties shall meet to establish the terms of any  
21 mutually-agreeable change order that may be appropriate under the circumstances.

22 17. FORCE MAJEURE. Neither party shall be liable for any failure or  
23 delay in its performance under this Agreement due to causes beyond its reasonable  
24 control and that occur without its fault or negligence, including without limitation, acts of  
25 God (such as earthquake, fire, flood, hurricane, storm, epidemic, pandemic, quarantine,  
26 or other natural disaster or public health emergency); humanly-caused disasters such as  
27 riot, civil war, rebellion, revolution, insurrection, war, invasion, hostilities (whether war is  
28 declared or not), terrorist activity, sabotage, or arson; failures or absence of electrical,

1 telecommunications, internet, or other infrastructure; the acts of civil, military, or other  
2 governmental authorities, such as judicial decisions, nationalization, government  
3 sanction, blockage, embargo, the declaration of martial law, or any other action or  
4 inaction of any government; labor dispute, strike, or lockout; or the errors, omissions, or  
5 defaults of third parties.

6 18. AMBIGUITY. In the event of any conflict or ambiguity between this  
7 Agreement and any Exhibit, the provisions of this Agreement shall govern.

8 19. COSTS. If there is any legal proceeding between the parties to  
9 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
10 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

11 20. NONDISCRIMINATION.

12 A. In connection with performance of this Agreement and subject  
13 to applicable rules and regulations, Consultant shall not discriminate against any  
14 employee or applicant for employment because of race, religion, national origin,  
15 color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability.  
16 Consultant shall ensure that applicants are employed, and that employees are  
17 treated during their employment, without regard to these bases. These actions  
18 shall include, but not be limited to, the following: employment, upgrading, demotion  
19 or transfer; recruitment or recruitment advertising; layoff or termination; rates of  
20 pay or other forms of compensation; and selection for training, including  
21 apprenticeship.

22 B. It is the policy of City to encourage the participation of  
23 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
24 procurement process, and Consultant agrees to use its best efforts to carry out  
25 this policy in its use of subconsultants and contractors to the fullest extent  
26 consistent with the efficient performance of this Agreement. Consultant may rely  
27 on written representations by subconsultants and contractors regarding their  
28 status. City's policy is attached as Exhibit "D" to this Agreement. Consultant shall

1 report to City in May and in December or, in the case of short-term agreements,  
2 prior to invoicing for final payment, the names of all subconsultants and  
3 contractors hired by Consultant for this Project and information on whether or not  
4 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
5 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

6 21. NOTICES. Any notice or approval required by this Agreement shall  
7 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
8 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
9 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a  
10 copy to the City Engineer at the same address. Notice of change of address shall be  
11 given in the same manner as stated for other notices. Notice shall be deemed given on  
12 the date deposited in the mail or on the date personal delivery is made, whichever occurs  
13 first.

14 22. WAIVER. The acceptance of any services or the payment of any  
15 money by City shall not operate as a waiver of any provision of this Agreement or of any  
16 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
17 Agreement shall not constitute a waiver of any other or subsequent breach of this  
18 Agreement.

19 23. CONTINUATION. Termination or expiration of this Agreement shall  
20 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
21 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

22 24. ADVERTISING. Consultant shall not use the name of City, its  
23 officials or employees in any advertising or solicitation for business or as a reference,  
24 without the prior approval of the City Manager or designee.

25 26. INTELLECTUAL PROPERTY RIGHTS. City acknowledges that  
26 ownership and all right, title, and interest in and to all intellectual property rights, including  
27 patent, trademark, service mark, copyright, and trade secret rights, in Consultant or third  
28 party intellectual property are and shall remain with Consultant. City acquires only the

1 right to use the Consultant or third party intellectual property under the terms and  
2 conditions of this Agreement and does not acquire any ownership rights or title in or to  
3 the Consultant or third party intellectual property.

4           27. AUDIT. City shall have the right at all reasonable times during the  
5 term of this Agreement and for a period of five (5) years after termination or expiration of  
6 this Agreement to examine, audit, inspect, review, extract information from and copy all  
7 books, records, accounts and other documents of Consultant directly relating to this  
8 Agreement. Notwithstanding the foregoing, the Consultant shall not be required to  
9 disclose any data under this Agreement relating to its internal costs or that of its  
10 subcontractors.

11           28. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
12 designed to or entered for the purpose of creating any benefit or right for any person or  
13 entity of any kind that is not a party to this Agreement.

14           29. FAIR DEBT COLLECTION PRACTICES. Consultant agrees to  
15 operate in accordance with ethical collection practices and obey all laws, including, but  
16 not limited to, the federal Fair Debt Collection Practices Act (FDCPA) and the Rosenthal  
17 Fair Debt Collection Practices Act.

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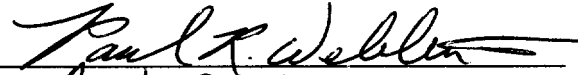
OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.


ACS STATE & LOCAL SOLUTIONS, INC.,  
a New York corporation

By , 2008  
~~Senior~~ Vice President  
Marie S. Talbot  
Type or Print Name

By , 2008  
Asst. Secretary  
Paul R. Webber IV  
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

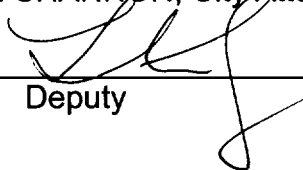
August 4, 2008  
By  Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

This Agreement is approved as to form on July 28, 2008.

ROBERT E. SHANNON, City Attorney

By   
Deputy

# EXHIBIT “A”

## Scope of Work

## **SCOPE OF SERVICE**

ACS shall perform collection activities related to unpaid penalties for parking citations issued in the City of Long Beach when the vehicle registration with the California Department of Motor vehicles expires, when the citations have been issued to vehicles with out-of-state registrations, when the vehicles have been sold or their ownership transferred and when the citations are issued on a rental car. The City shall, in its sole discretion, determine which if any of these categories to submit to ACS for collection and which, if any, unpaid penalties within said categories to submit to ACS.

ACS shall use its best efforts to collect these unpaid penalties and shall maintain records relating to its collection efforts. These records shall be used to prepare the reports, which ACS shall submit, to the City on a schedule to be determined to the mutual agreement of the parties, unless otherwise noted:

### **Out-of-state Registered Owner Name Retrieval (DMV)**

1. Maintain communications with as many States as legally possible.

### **Parking Citation Processing**

1. Submit telephone number and website address to obtain any information needed to retrieve citation status.
2. Provide website to allow violator to query on-line all unpaid delinquent citations by citation number.
3. Provide toll-free telephone service for inquiries in English and Spanish. This service shall be in operation 24 hours a day, 7 days per week.
4. Should the City send citations to ACS in error, ACS shall return the citations to the City and no commission will be paid.
5. If the City contracts with another party to process its parking citations, then the City shall notify ACS and ACS shall coordinate its collection activities with the other party.
6. The City has the option to request ACS to file delinquent citations with State of California Franchise Tax Board.

### **Credit Reporting Services**

1. ACS maybe requested to place delinquent accounts with at least one of the three (3) major credit bureaus.
2. ACS shall provide all individuals that are subject to credit reporting procedures, a list of instructions and statement of rights under the Fair Credit Report Act with the notice of delinquent account.

## **Notices and Letters**

1. All correspondences sent by ACS in its collection efforts for the City shall be submitted to the City for prior approval and specialization of text.
2. ACS shall provide the necessary postage, stationary for correspondence and stock forms to meet all applicable Federal, State and local laws in regard to delinquent account collections.
3. At no additional cost, ACS shall implement changes to the text and format of notices and letters at the request of the City within reason.
4. All correspondence must be sent by first-class mail.
5. Partial Payment Notices will be sent by first class mail to those who do not pay the full penalty amount. The notice should indicate the amount that was paid and the remainder that is due.

## **Payment processing**

1. Violators will pay ACS directly. With the City's prior approval, ACS may arrange a payment plan with the violator.
2. ACS shall provide an automated telephone system that accepts credit card payments (Visa and MasterCard) at a minimum and obtain immediate authorization from banking institution and update the citation database with payment information immediately in real time.
3. ACS shall provide web services that provide the ability to pay with Visa and Mastercard credit cards at a minimum with notice of confirmation of payment and posting information to citation database.
4. ACS shall deposit all amounts collected on the City's citations into trust accounts until such amounts are remitted to the City.
5. If collection efforts are unsuccessful, then the City may instruct ACS to cease its collection activities and return the citations to the City, or may allow ACS to retain the citations until the statute of limitations expires. J

## **Reporting**

1. Payment Report: detail report showing each payment for a given date range; includes the City's citation number, amount paid, location paid, and amount owed the City and ACS.
2. Client Invoice Report: invoice of expenses shall be submitted monthly.
3. Payment Batch Summary: detail report listing each payment, date entered including citation number and amount.



4. Processing Summary: confirms number of records sent to ACS, number of records rejected or discarded (duplicates) and records sent for update, total dollar amount, starts and end time for process.
5. Update Summary: number of records and payments processed and updated including status information on citations.
6. Citation Aging Report: provide a monthly report of collection. Program activity in format specified by City. Information shall include, but not be limited to, number of citations assigned to collection program, amount collected, percent of total, period of time (90-120 days) and collection effort (e.g. number of collection notices sent).
7. Monthly Statistics on Citations Sent to ACS/Deposited: lists deposits by day for the month, shows all in-state citation, out-of-state and "orphan" citations.
8. Disposition and Revenue for Closed Citations: summarizes all citations closed during the month and show revenues collected. Fees due for county taxes are also reported.

### **Support**

1. ACS shall provide support services to City for technical support and troubleshooting assistance for any software used in connections with this agreement.
2. ACS shall provide on-going technical support and assistance to City in regard to accessing and interfacing with the parking citation database. ACS shall provide necessary on-site training and support to retrieve database information.
3. ACS shall submit a schedule of holidays when office is closed.

### **Implementation Plan**

1. ACS shall submit and follow an implementation plan that addresses the conversion period. The implementation plan shall include a schedule and a list of key tasks that includes, but not limited to:
  - a. Testing of software;
  - b. Trail backup of data;
  - c. Test file export/import functionality;
  - d. Development of an internal and external security plan to prevent access by unauthorized persons and to protect the confidentiality of data;
  - e. Testing and planning procedures for entering data and processing of payment for citations.

# EXHIBIT “B”

City’s Representative: Pamela Horgan,  
Manager, Commercial Services Bureau

# EXHIBIT “C”

Materials/Information Furnished:  
Information on the City’s unpaid parking  
citations.

# EXHIBIT “D”

## CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.