COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
12400 IMPERIAL HWY. – P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

Conny B. McCormack
Registrar-Recorder/County Clerk

September 14, 2004

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

Dear Supervisors:

REQUEST TO APPROVE AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 72743 WITH PFA, INCORPORATED FOR CONVERSION OF DIGITAL IMAGES TO MICROFILM (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign Amendment Number One (Amendment) to Agreement Number 72743 (Agreement), for the conversion of Real Property records digital images to microfilm, to include Vital Records (birth, death, and marriage records), effective upon Board approval through Agreement expiration, including option years, unless terminated earlier. The estimated cost to convert the Vital Records through the Agreement expiration, including option years, is $240,000. This cost will be off-set by the Vital Records Improvement Trust Fund. Funds are available in the Department of the Registrar-Recorder/County Clerk's budget.

2. Increase Agreement amount for the conversion of Real Property images by an estimated total of $3,600,000. The initial maximum Agreement amount for the conversion of Real Property records is $1,700,000. Due to a surge in the volume of Real Property recordings, additional funds are needed to meet the operational needs of the Department through the Agreement expiration and option years. This cost will be off-set by the Recorder Modernization Fund.

3. Authorize the Registrar-Recorder/County Clerk (RR/CC) or her designee to execute future amendments, to exercise renewal option and to increase or decrease up to 30% of the Agreement amount to accommodate increase or decrease in service needs provided that sufficient funding is available in the

RR/CC budget. If the option to increase the Agreement amount is exercised, the maximum amount for this Agreement will not exceed $7,202,000.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to amend the existing Agreement with PFA, Inc. to include the conversion of Vital Records from digital images to microfilm and to increase funds to meet increased service levels due to recent increase in the volume of Real Property recordings in Los Angeles County.

The RR/CC is required to maintain official records pursuant to Section 27322.2 of the Government Code. All reproductions must be made in compliance with regulations adopted by the Secretary of State, under Government Code Section 12168.7. The RR/CC is required to keep a true copy of the document in a safe and separate place that will reasonably assure its preservation indefinitely. Under the current Agreement, PFA, Inc. converts the Real Property records from digital images to microfilm. Conversion of Vital Records is also necessary to preserve them against loss and destruction. Additionally, the surge in Real Property recordings has greatly increased the need for the conversion services provided under the Agreement.

Implementation of Strategic Plan Goals:

The recommended action supports the County's Strategic Plan, as follows:

Goal No. 1: Service Excellence: Provide the public with easy access to quality information and services that are both beneficial and responsive; and

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented.

FISCAL IMPACT/ FINANCING:

The current maximum Agreement amount is $1,700,000 with $190,091 remaining. Due to the increase in Real Property recording volume, RR/CC estimates an additional $3.6 million will be needed to convert Real Property digital images to microfilm at the current Agreement unit price over the remaining term of the Agreement, including option years. This cost will be off-set by the Recorder Modernization Fund.

The estimated cost to convert Vital Records is approximately $240,000 over the remaining term of the Agreement, including option years. This cost will be off-set by the Vital Records Improvement Trust Fund as authorized in Health and Safety Code Section 103625 (f).

The estimated total cost of additional services for both Real Property and Vital Records is $3,840,000. Therefore, the Agreement amount for the term of the Agreement, including renewal option years, is $5,540,000. Funds are available in the Department of the Registrar-Recorder/County Clerk's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Recorder Modernization Fund authorized in Government Code Section 27361.4 specifies that the Board of Supervisors may provide for an additional fee of $1 for filing every instrument, paper or notice for record, in order to defray the cost of automating the recording process. Likewise the Vital Records Improvement Trust fund provides for an additional $3 surcharge on each copy of a Vital Record for the purpose of automating the vital records process.

On May 30, 2000, your Board approved a five-year Agreement with PFA, Incorporated for the conversion of Real Property digital images to microfilm. The initial Agreement term is May 30, 2000 through May 29, 2005 with five one-year renewal options at an estimated cost of $1,700,000.

The attached Amendment will add the conversion of Vital Records to the scope of services at the estimated total cost of $240,000, increase the Agreement amount for the Real Property records from $1,700,000 to $5,300,000, authorize the RR/CC or her designee to execute future amendments to exercise renewal option and to increase or decrease up to 30% of the Agreement amount to accommodate an increase or decrease in service needs provided that sufficient funding is available in the RR/CC budget. If the option to increase the Agreement amount is exercised, the maximum amount for this Agreement will not exceed $7,202,000. The Amendment will also update the current Agreement by incorporating new or revised contract provisions mandated by your Board.

PFA, Inc. is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements. The CAO has reviewed and approved this Board Letter. County Counsel has reviewed this Board Letter and approved the attached Amendment Number One as to form.

CONTRACTING PROCESS:

There was no additional contracting process as this Amendment only expands the scope of services to add another recorded document type to that which is currently converted under the Agreement. The current price for conversion services has been in effect since Board adoption of the Agreement on May 30, 2000. PFA, Inc. has agreed to continue providing conversion services at the same price of $0.0214 per tiff image for both Real Property and Vital Records. RR/CC also conducted a market survey for conversion of digital images to microfilm in the fall 2003 that revealed the price provided

by PFA, Inc. is relatively low according to industry standards. Therefore, additional cost to County is due to the inclusion of Vital Records and the increased volume of Real Property recordings.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action by your Board will assure continued conversion of Real Property and Vital Records digital images to microfilm which will allow the RR/CC to preserve these documents for future generations and satisfy the State's document recording requirements in a timely and cost effective manner.

CONCLUSION

Upon approval and execution of this request, it is requested that the Executive Officer/Clerk of the Board return one adopted stamped copy of the approved Board letter and two originally signed copies of the Amendment to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650

Attention: Ngozi Ume
Head, Management Services

Respectfully submitted,

CONNY B. McCORMACK
Registrar-Recorder/County Clerk

CBM:NU:hwk

Attachment (1)

c: Chief Administrative Officer
County Counsel

Attachment I

AMENDMENT NUMBER ONE
To Agreement Number 72743
with PFA, Incorporated
for Conversion of Digital Images to Microfilm

AMENDMENT NUMBER ONE
To Agreement Number 72743 with
PFA, Incorporated
For Conversion of Digital Images to Microfilm

This Amendment Number One (Amendment) to Agreement Number 72743 (Agreement) by and between the County of Los Angeles (County), and PFA, Incorporated (Contractor), for Conversion of Digital Images to Microfilm services, entered into on May 30, 2000 and amended this _____ day of _____ 2004.

WHEREAS, the purpose of this Amendment is to amend the Agreement to provide for the conversion of the County's birth, death, and marriage records, hereinafter "Vital Records," from digital images to microfilm in order to preserve these records and achieve archival consistency; and

WHEREAS, the County of Los Angeles Board of Supervisors mandates the following new or revised County contract provisions be incorporated in all Board approved contracts; and

WHEREAS, pursuant to Section 4.0, **CHANGE NOTICES AND AMENDMENTS**, of the Agreement, the following amendments are made to the Agreement; and

NOW THEREFORE, County and Contractor mutually agree to the following amendments:

1. Section 2.0, **PRIORITY OF INTERPRETATION**, is deleted in its entirety and replaced with a new section 2.0 which shall read as follows,

2.0 APPLICABLE DOCUMENTS

Exhibits A, A1, B, C, D, E, F, G, H, and I, including Attachments 1, 1a, and 2, are attached to and form a part of this Agreement. 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 between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

EXHIBIT A -Statement of Work
Attachment 1 – Performance Discrepancy Report
Attachment 2 – Contractor Discrepancy Report

EXHIBIT A1 -Statement of Work – ***Amended July 1, 2004***
Attachment 1a – Performance Discrepancy Report – ***Amended July 1, 2004***
Attachment 2 – Contractor Discrepancy Report
EXHIBIT B -Request for Proposal
EXHIBIT C -Contractor's Proposal
EXHIBIT D -Contractor Acknowledgement and Confidentiality Agreement
EXHIBIT E -Contractor's EEO Certification
EXHIBIT F -Internal Revenue Notice 1015 – Earned Income Credit
EXHIBIT G -Jury Service Ordinance
EXHIBIT H -Safely Surrendered Baby Law
EXHIBIT I -Non-Employee Injury Report

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 4.0 - *Change Notices and Amendments* and signed by both parties.

2. Section 4.0, **CHANGE NOTICES AND AMENDMENTS**, Subsection 4.2 is amended in part to add Paragraph C which shall read as follows:

C. COUNTY'S Director of RR/CC is expressly authorized to increase or decrease the contract amount up to 30% of the contract amount to provide for any unanticipated increase or decrease in the volume of Real Property and/or Vital recordings.

3. Section 7.0, **CONTRACT PAYMENT**, Sub-section 7.1 is deleted in its entirety and replaced with a new Sub-section 7.1 which shall read as follows:

7.1 CONTRACTOR shall bill COUNTY monthly for services performed the previous calendar month and such services shall be priced in accordance with the below cost to convert digital images to microfilm:

Cost to convert digital images to microfilm

1.	Real Property Records	Unit cost per tiff image	$0.0214
2.	Vital Records	Unit cost per tiff image	$0.0214

The contract amount for the term of this Agreement, including renewal option years, is $5,540,000 allocated as follows:

1.	Real Property Records	$ 5,300,000
2	Vital Records	$ 240,000

COUNTY'S Director of RR/CC is expressly authorized to increase the contract amount up to 30% of the contract amount, as provided under Section 4.0 above,

to provide for any unanticipated increase in the volume of Real Property and/or Vital recordings. If exercised, the maximum contract amount will not exceed $7,202,000.00.

4. Section 7.0, **CONTRACT PAYMENT**, Sub-section 7.2 is deleted in its entirety and replaced with a new Sub-section 7.2, which shall read as follows:

7.2 CONTRACTOR shall prepare a monthly invoice for all services performed during the preceding calendar month. Said invoice shall separate services to Real Property documents and Vital Records, total each category separately, and total cost of all services being billed to County. Invoices shall be submitted on or before the tenth business day of each month to the applicable County Contract Project Administrator.

5. Section 10.0, **ADMINISTRATION OF AGREEMENT,** Sub-section 10.1.3 is deleted in its entirety and replaced with a new Sub-section 10.1.3, which shall read as follows:

10.1.3 The County's Contract Project Administrator for this Agreement are the following persons, or designee:

Real Property Records
Marlene Smith
Registrar-Recorder/County Clerk
12400 Imperial Hwy, Rm 5001
Norwalk, CA 90650
(562) 462-2889

Vital Records
Kathy Treggs
Registrar-Recorder/County Clerk
12400 Imperial Hwy, Rm 5001
Norwalk, CA 90650
(562) 462-2081

The County's Contract Project Administrator is responsible for overseeing the day-to-day administration of this Agreement and coordination with Contractor's Project Manager for digital conversion services.

6. Section 10.0, **ADMINISTRATION OF AGREEMENT,** Sub-section 10.1.4 is amended in part to replace Room **4209** with Room **5001A**.

7. Section 10.0, **ADMINISTRATION OF AGREEMENT,** the last paragraph listed as Sub-section 10.2.2 is renumbered to read 10.2.3 instead of 10.2.2.

8. Section 10.0, **ADMINISTRATION OF AGREEMENT,** is amended to add Sub-section 10.2.4 to the Agreement which shall read as follows:

10.2.4 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

9. Section 10.0, **ADMINISTRATION OF AGREEMENT,** is amended to add Sub-section 10.2.5 to the Agreement which shall read as follows:

10.2.5 Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

A. Contractor shall notify the County within one business day when staff is terminated from working on this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Agreement.

B. If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Agreement.

10. Section 22.0, **NONDISCRIMINATION AND AFFIRMATIVE ACTION,** is deleted in its entirety and replaced with a new Section 22.0, **COMPLIANCE WITH CIVIL RIGHTS LAWS,** which shall read as follows:

22.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with *Exhibit E - Contractor's EEO Certification.*

11. Section 27.0, **RESTRICTIONS ON LOBBYING,** is deleted in its entirety and replaced with a new Section 27.0, **TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**, which shall read as follows:

27.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

12. Section 33.0, **CONTRACT HIRING,** Sub-section 33.2 is deleted in its entirety and replaced with a new Sub-section 33.2 which shall read as follows:

33.2 Consideration of Hiring GAIN/GROW Program Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

13. Section 48.0, **COUNTY AUDIT SETTLEMENTS,** is deleted in its entirety and replaced with a new Section 48.0, **RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT,** which shall read as follows:

48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

48.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt

thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

48.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 48.0 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

48.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

14. Section 51.0, **WORK,** shall be added to the Agreement to read as follows:

51.0 WORK

51.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A1.*

51.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

15. Section 52.0, **BUDGET REDUCTIONS**, shall be added to the Agreement to read as follows:

52.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors 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, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Agreement. The County's notice

to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Agreement.

16. Section 53.0, **COMPLAINTS,** shall be added to the Agreement to read as follows:

53.0 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

53.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

53.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

53.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

17. Section 54.0, **CONTRACTOR RESPONSIBILITY AND DEBARMENT,** shall be added to the Agreement to read as follows:

54.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

54.1 Responsible Contractor
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 contract. It is the County's policy to conduct business only with responsible Contractors.

54.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

54.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

54.4 Contractor Hearing Board

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

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the 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 the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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 of Supervisors. The Board of Supervisors shall have the

right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

54.5 Subcontractors of Contractor
These terms shall also apply to Subcontractors of County Contractors.

18. Section 55.0, **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW,** shall be added to the Agreement to read as follows:

55.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

19. Section 56.0, **COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM,** shall be added to the Agreement to read as follows:

56.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

56.1 Jury Service Program:

This Agreement is subject to the provisions of the 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.

56.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "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 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: 1) the lesser number is a recognized industry standard as determined by the County, or 2) 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 the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

20. Section 57.0, **NOTICE OF DISPUTES**, shall be added to the Agreement to read as follows:

57.0 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Registrar-Recorder/County Clerk or designee shall resolve it.

21. Section 58.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW,** shall be added to the Agreement to read as follows:

58.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor 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 H* of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

22. Section 59.0, **PUBLIC RECORDS ACT,** shall be added to the Agreement to read as follows:

59.0 PUBLIC RECORDS ACT

59.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Section 48.0 - Record Retention and Inspection/Audit Settlement of this Agreement; 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 the 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 marked "trade secret", "confidential", or "proprietary". The 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.

59.2 In the event the 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 proposal marked

"trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

23. Section 60.0, **PUBLICITY,** shall be added to the Agreement to read as follows:

60.0 PUBLICITY

60.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

60.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 60.0 shall apply.

24. Section 61.0, **TERMINATION FOR NON-APPROPRIATION OF FUNDS,** shall be added to the Agreement to read as follows:

61.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the 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. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

25. Section 62.0, **RECYCLED BOND PAPER,** shall be added to the Agreement to read as follows:

62.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

26. Section 63.0, **LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM,** shall be added to the Agreement to read as follows:

63.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

63.2 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.

63.3 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.

63.4 If Contractor has obtained County 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 the County any difference between the contract amount and what the 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 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 if Contractor is no longer eligible for certification as a result in a change of their status and Contractor

failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

27. Exhibit A, **STATEMENT OF WORK**, in its entirety, is superseded with a new Statement of Work which is attached hereto as Exhibit A1, **STATEMENT OF WORK-**Amended July 1, 2004.

28. Attachment 1, **PERFORMANCE REQUIREMENT SUMMARY**, in its entirety, is superseded with a new Performance Requirement Summary which is attached hereto as Attachment 1a, **PERFORMANCE REQUIREMENT SUMMARY-**Amended July 1, 2004.

EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ONE, ALL OTHER TERMS AND CONDITIONS OF AGREEMENT NO. 72743, INCLUDING CHANGE NOTICE NO. 1, SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

COUNTY OF LOS ANGELES
DEPARTMENT OF THE REGISTRAR-RECORDER/COUNTY CLERK

Amendment Number One to Agreement Number 72743
with PFA, Incorporated
for Conversion Digital Images to Microfilm

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles 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 Office thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor.

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By_____

PFA, Incorporated

By_____

Name CHRISTIAN HARPER

Title SEC/TREAS.

Tax ID # 95-2587603

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, Chief Deputy County Counsel

By_____
Deputy County Counsel

EXHIBIT A1

STATEMENT OF WORK

AMENDED JULY 1, 2004

FOR

CONVERSION

OF

DIGITAL IMAGES TO MICROFILM

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REGISTRAR/RECORDER CONVERSION OF DIGITAL IMAGES TO MICROFILM

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1.0 SCOPE OF SERVICE

The Registrar/Recorder Conversion of Digital Images to Microfilm Services Amended Statement of Work (SOW) provides the specifications and requirements for the services.

CONTRACTOR shall create archival quality microfilm from digital images created by the Los Angeles County Registrar-Recorder/County Clerk (RR/CC).

The film created must have a life expectancy rating of 500 (LE-500) when processed and stored in accordance with applicable ANSI Standards.

CONTRACTOR shall have the capability to convert a one (1) day recording ranging from sixteen thousand (16,000) to sixty thousand (60,000) tiff images within two (2) business days.

CONTRACTOR shall provide all labor, supplies, and support equipment required to perform the services specified in this SOW.

1.1 INDEPENDENT CONTRACTOR

CONTRACTOR shall perform all services as an independent contractor, and not as an employee or agent of COUNTY. Except as stated herein, CONTRACTOR shall not be subject to the direction or control of COUNTY as to how the Digital Images Conversion to Microfilm business of CONTRACTOR is conducted.

2.0 COUNTY RESPONSIBILITIES

2.1 COUNTY shall appoint a Digital Images to Microfilm Services Department Project Manager (DPM) who will be responsible for monitoring CONTRACTOR provided services.

2.2 The DPM shall monitor CONTRACTOR'S performance under any resulting Agreement using the Performance Requirements Summary (Attachment 1). If at any time during the term of the Agreement, the work does not meet the performance standards, the DPM shall write a Contract Discrepancy Report (CDR) (Attachment 2). The DPM will issue the CDR to CONTRACTOR within five (5) working days of discovering the unsatisfactory performance. CONTRACTOR shall respond within five (5) working days upon receipt of the CDR issued by the DPM and correct the discrepancy, at CONTRACTOR'S expense, if any.

2.3 COUNTY shall provide suitable tiff images on a two (2) giga byte DVD media that includes the following:

1) Index to Image files
2) File of images by file date, document number range and tiff number range
3) File of unused document numbers.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 GENERAL MANAGEMENT

3.1.1 CONTRACTOR shall provide sufficient competent personnel to perform all work in accordance with this SOW.

3.1.2 CONTRACTOR shall create archival quality microfilm from digital images created by the RR/CC.

3.1.3 CONTRACTOR shall pick-up the DVD media and return the completed microfilm(s) to the microfilm technician at the address below:

Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 4209
Norwalk, CA 90650
(562) 462-2741

3.1.4 CONTRACTOR shall return the completed microfilm(s) within two (2) business days from the pick up date.

3.1.5 CONTRACTOR shall hold the DVD media until completed microfilm is evaluated, verified and accepted by COUNTY. Upon acceptance of the completed microfilm, COUNTY shall notify vendor to return the DVD media.

3.1.6 CONTRACTOR shall return the DVD media within forty-eight (48) hours of notification of acceptance by COUNTY.

3.1.7 CONTRACTOR shall replace, at CONTRACTOR'S expense, all completed microfilm(s) that does not meet SOW specifications.

3.1.5 CONTRACTOR shall establish an answering service for urgent request. CONTRACTOR shall respond to urgent request within twenty-four (24) hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, and as requested by the DPM.

3.1.6 CONTRACTOR shall maintain a compilation of all pickup and delivery requests until five (5) years after the term of the agreement.

3.1.7 CONTRACTOR shall pick up DVD media and deliver completed microfilm(s) in a suitable container that would preserve the quality of the products.

3.1.8 CONTRACTOR'S employee or agent are subject to reasonable dress codes when in COUNTY facility; shall not bring visitors into the facility; shall not bring in any form of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to authorized search; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulation's of the facility.

3.1.9 CONTRACTOR shall furnish and require employees and/or agents to wear a badge identifying employees and/or agents by name and company. Such badge shall be displayed on employee and/or agent's person at all times he/she is within the confines of COUNTY facilities.

3.1.10 CONTRACTOR shall return to the DPM, all COUNTY property in CONTRACTOR'S possession upon expiration of the Agreement.

3.1.11 CONTRACTOR shall provide the applicable RR/CC Project Manager with a current list of employees/management and keep this list updated during the Agreement period. The list shall be forwarded to address below:

Real Property Records
Marlene Smith
Registrar-Recorder/County Clerk
12400 Imperial Hwy, Rm 5001
Norwalk, CA 90650
(562) 462-2889

Vital Records
Kathy Treggs
Registrar-Recorder/County Clerk
12400 Imperial Hwy, Rm 5001
Norwalk, CA 90650
(562) 462-2081

3.2 SECURITY AND CONTROL PROCEDURES

3.2.1 CONTRACTOR shall be responsible for safeguarding any/all COUNTY property in accordance with this SOW. Furthermore, CONTRACTOR shall assure the confidentiality of information in accordance with CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT attached and made a part of the Agreement.

3.2.2 CONTRACTOR shall develop Security and Control Procedures and shall submit a copy of such procedures for COUNTY review upon receipt of award. CONTRACTOR'S procedure shall identify methods used by CONTRACTOR to insure that COUNTY property is safeguarded at all times while in CONTRACTOR'S possession. CONTRACTOR shall notify the DPM and Financial Services Section in Paragraph 3.1.11 above of any changes to the Security and Control Procedures within ten (10) days of making changes.

3.2.3 CONTRACTOR will provide the DPM with a list identifying the contents of DVD media and/or microfilm if lost, stolen or damaged while being transported by CONTRACTOR and in CONTRACTOR'S possession. COUNTY, at COUNTY'S sole discretion may require CONTRACTOR to reimburse COUNTY for any lost, stolen or damaged records.

3.2.4 CONTRACTOR or its employee or agent is prohibited from copying, creating or duplicating any or part of COUNTY records in its possession without written authorization from the RR/CC. Notwithstanding the above, CONTRACTOR shall not provide third parties with any information unless authorized by the RR/CC.

3.3 CONTRACTOR'S PROJECT MANAGER

3.3.1 CONTRACTOR's Project Manager (PM) shall be available to the DPM for periodic on-site consulting. Meetings will be held to discuss and resolve problems and/or discuss ideas for improving the conversion of digital images to microfilm services.

A. CONTRACTOR's PROJECT MANAGER or backup at the very least shall identify methods for preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

B. CONTRACTOR's PROJECT MANAGER or backup shall identify methods for insuring uninterrupted service to COUNTY.

3.3.2 CONTRACTOR's PM shall work with the DPM to help resolve any potential areas of difficulty before a problem occurs.

3.3.2 CONTRACTOR shall appoint a Backup Project Manager (BPM). CONTRACTOR's PM and in event of his/her absence the BPM shall be available via telephone or pager between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

3.3.4 CONTRACTOR's PROJECT MANAGER shall promptly respond to all calls and/or reports regarding CONTRACTOR'S performance.

3.3.5 CONTRACTOR's Project Manager or backup shall have full authority to act for CONTRACTOR on all Agreement matters relating to the daily operation of the Agreement. CONTRACTOR's Project Manager or backup shall be able to effectively communicate in English both orally and in writing.

3.4 CONTRACTOR's EMPLOYEES

3.4.1 CONTRACTOR's employee or agent shall enter and exit COUNTY facility using the public entrance.

3.4.2 CONTRACTOR's employee or agent shall at all times present valid picture identification to COUNTY authority as required during pick up or delivery.

3.4.3 CONTRACTOR's employee or agent shall provide to the DPM a transmittal form acknowledging pickup of the DVD media and delivery of the completed microfilm. CONTRACTOR's employee or agent shall obtain the signature of the microfilm technician on the transmittal form. CONTRACTOR's employee or agent shall sign the form and provide the DPM a copy. CONTRACTOR shall retain a copy of the transmittal form for CONTRACTOR's records.

3.4.3 CONTRACTOR's employee or agent shall not pickup or deliver without a completed transmittal form. If CONTRACTOR's employee or agent cannot obtain signature, CONTRACTOR's employee or agent shall immediately call the DPM to resolve the issue.

3.4.4 CONTRACTOR's PM or BPM shall call the DPM when a delay of any type is anticipated.

3.5 BACKGROUND AND SECURITY INVESTIGATIONS

3.5.1 All CONTRACTOR personnel performing work under any agreement resulting from the RFP must, at the discretion of COUNTY, undergo and pass, to the satisfaction of COUNTY, a background and security investigation as a condition of beginning and continuing work under the agreement. COUNTY may request that such investigation(s) be conducted periodically during the term of the agreement.

3.5.2 The investigation(s) will be at CONTRACTOR's expense and must be conducted by a licensed investigation organization approved by COUNTY. The investigation(s) must consist, at a minimum, of a background and fingerprint check with the Los Angeles County Sheriff's Department, the California Department of Justice, the Federal Bureau of Investigation, and the National Crime Information Center.

3.5.3 CONTRACTOR is reminded that disqualification of any CONTRACTOR personnel due to a background and security investigation will not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

3.6 RULES AND CONDUCT FOR EMPLOYEES

3.6.1 CONTRACTOR shall immediately report to the Department Project Manager any accidents and/or loss of equipment, supplies, etc.

3.6.2 CONTRACTOR's employee shall enter and exit COUNTY facility only through specified locations in the facility to maintain a high level of security.

3.7 CONTRACTOR EMPLOYEE TRAINING

3.2.1 CONTRACTOR shall train CONTRACTOR personnel in the process of converting digital images to microfilm. CONTRACTOR shall insure Occupational Safety and Health Administration (OSHA) and California Occupational Safety and Health Administration (Cal/OSHA) are met, when applicable.

4.0 PERFORMANCE REQUIREMENTS

4.1 GENERAL

4.1.1 CONTRACTOR shall comply with all applicable standards, rules, regulations, ordinances, statutes, and laws pertaining to the operation of converting digital images to microfilm, as may now be in effect or as any of them may be modified or amended from time to time.

4.2.2 CONTRACTOR shall comply with all requirements of this SOW. The Performance Requirement Summary chart attached to this SOW is a synopsis of the requirements of the Agreement, standards of performance and the remedies to be applied for unsatisfactory performance. The DPM will use this chart as a quick reference to assure CONTRACTOR meets Agreement performance standards.

4.2 SPECIFIC REQUIREMENTS

4.2.1 Listed below are Real Property and Vital Records service requirements that CONTRACTOR shall provide to COUNTY.

4.2.1.1 CONTRACTOR shall provide silver 16mm roll film, 5mil Polyester base that conforms to ANSI/NAPM IT 9.14, 1992 standard for determining the acceptable level of residual Thio Sulfate. Results of the test must accompany the test roll of film. The film rolls shall be up to 100 feet in length.

4.2.1.2 CONTRACTOR must describe in detail, the Quality Control Procedure to be used by CONTRACTOR to verify that all of the tiff images provided by COUNTY are transferred to microfilm.

4.2.1.3 CONTRACTOR's Quality Control Procedure must include:

a. Inspection of each completed roll of film for acceptable image quality.

b. Comparison of Input and Output log to confirm that all of the images received from COUNTY were transferred to microfilm.

4.2.1.4 CONTRACTOR must deliver completed microfilm within twenty-four (24) hours from receipt of Digital images.

4.2.1.5 CONTRACTOR must provide a Quality Control Test Target on each roll of microfilm.

4.2.2 Listed below are specific Vital Records service requirements that CONTRACTOR shall provide to COUNTY.

4.2.2.1 CONTRACTOR shall have the capability to convert at a minimum of one (1) year, 300,000 Vital Records tiff images within five (5) business days.

4.2.2.2 CONTRACTOR shall provide COUNTY a dup negative copy of either Vital or Real Property Records, upon request.

4.2.2.3 CONTRACTOR shall initially convert a total of 7,000,000 images of records to microfilm. After the initial conversion is completed, CONTRACTOR shall be responsible for an annual volume of approximately 300,000 Vital Record images per year.

4.2.2.4 Vital Records shall be converted on to 1,000 foot reels.

4.3 SPECIFICATIONS

Contractor shall convert the Digital Images to Microfilm in accordance with the Specifications listed below:

4.3.1 REAL PROPERTY DOCUMENTS:

4.3.1.1 Film Microfilm

- 100 Ft Roll
- 16 mm Film

4.3.1.2 Film Stock

- 5 mil. thick
- Silver base
- Polyester
- Type positive

4.3.1.3 Film Density

- Positive
- (1.30 - D.M) – (1.45 + D.M)

4.3.1.4 Film Life Expectancy (archival quality)

- LE-500 rating

4.3.1.5 Reduction Ratio

- 32:1

4.3.1.6 Images

- Comic mode (Across Film)
- 2,000 images per reel minimum

4.3.1.7 Image Quality

- Resolution
- Image sharpness
- Clarity of characters
- Image complete, no portion of image omitted

4.3.1.8 Image Mark

- Apply to lead sheet (1ST Page) of each document
- Single level blip under the first page of each document

4.3.1.9 Border

- Placed electronically on image
- Around complete image
- Starting outside edge of image one-half (1/2) mil thick

4.3.1.10 Film Identification

Identify the following on each roll of microfilm:

- 1ST Page - Start
- 2ND Page – Registrar- Recorder
  - County Clerk
  - Official Records
  - Recording Date (MM/DD/YY)
  - Beginning – ending document number example: (0001258 – 0001350)
- Last Page – End

4.3.1.11 Reel

- Reel Size – 16 mm, 100 Ft
- 2,000 Images Per Reel minimum
- Clear Header
  - 3 Feet beginning
  - 3 Feet ending
- 100 Ft reel
- Reel must begin with a complete document
- Reel must end with a complete document
- No beginning or ending in middle of a document

4.3.1.12 Film Packaging

- Each roll must be placed in a clearly labeled film box that meets ANSI/NAPM IT9.21, 1991 standard for photographic film enclosures
- Identify each film box with the beginning and ending document number

4.3.2 **VITAL RECORDS** (Birth, Death, Marriage, Affidavits and Delayed Certificates):

4.3.2.1 Film Microfilm

- 16mm Film
- 1,000 Ft Roll

4.3.2.2 Film Stock

- 5 mil. thick
- Silver base
- Polyester
- Type positive

4.3.2.3 Film Density

- Positive
- (1.30 - D.M) – (1.45 + D.M)

4.3.2.4 Film Life Expectancy (archival quality)

- LE-500 rating

4.3.2.5 Reduction Ratio

- 25.1

4.3.2.6 Images

- Comic mode (Across Film)
- 20,000 Vital Record images per 1,000 Ft Reel

4.3.2.7 Image Quality

- Resolution
- Image sharpness

- Clarity of characters
- Image complete, no portion of image omitted

4.3.2.8 Image Mark

- Apply to lead sheet (1ST Page) of each document
- Single level blip under the first page of each document
- Single level blip below each image for Vital Record documents

4.3.2.9 Border

- None

4.3.2.10 Film Identification

Identify the following on each roll of microfilm:

- 1ST Page - Start
- 2ND Page – Registrar- Recorder
  - County Clerk
  - Official Records
  - Vital Records (event, year and certificate number range)
- Last Page – End

4.3.2.11 Reel

- Reel Size – 16 mm, 1,000 Ft
- 20,000 Images Per Reel
- Clear Header
  - 3 Feet beginning
  - 3 Feet ending
- 1,000 Ft reel
- Reel must begin with a complete document
- Reel must end with a complete document
- No beginning or ending in middle of a document

4.3.2.12 Film Packaging

- Each roll must be placed in a clearly labeled film box that meets ANSI/NAPM IT9.21, 1991 standard for photographic film enclosures
- Identify each film box with the beginning and ending document/certificate number
- Identify document/certificate type and year

4.4 MONITORING

4.4.1 The DPM shall monitor CONTRACTOR'S performance under any resulting Agreement using the Performance Requirements Summary (Attachment 1). If at any time during the term of the Agreement, the work does not meet the performance standards, the DPM shall write a Contract Discrepancy Report (CDR) (Attachment 2). The DPM will issue the CDR

to CONTRACTOR within five (5) working days of discovering the unsatisfactory performance. CONTRACTOR shall respond within five (5) working days upon receipt of the CDR issued by the DPM and correct the discrepancy, at CONTRACTOR'S expense, if any.

4.4.3 All requirements described herein shall be monitored by the DPM. The DPM may from time to time provide comment on these services but will not unreasonably interfere with CONTRACTOR performance.

4.5 WORK QUALITY ISSUES

Questions regarding the quality and direction of work performance will normally be handled between the DPM, but if and when COUNTY believes that important work matters are not being properly handled by the assigned person(s), and that previous management efforts by COUNTY have failed to achieve desired results, COUNTY will seek remedies under the Contract.

4.6 REMEDIES

When CONTRACTOR'S performance is not in compliance with the requirements of the SOW, the DPM shall document unsatisfactory performance and may if CONTRACTOR'S performance remains unsatisfactory, supported by communication and documentation, COUNTY may advise the DP Contracts Section to terminate the Agreement in accordance with paragraph 16.0 of the Agreement, entitled "Termination for Default."

Attachment 1a

PERFORMANCE REQUIREMENTS SUMMARY

Amended July 1, 2004

This attachment lists the required services which will be monitored by the County during the term of this Agreement; the required standard of service, maximum allowable deviation from the performance standard, method maintaining compliance, and action to be taken for exceeding the allowable deviation from the standard.

REQUIREMENTS	**PERFORMANCE STANDARD**	**MAXIMUM ALLOWABLE DEVIATION**	**METHOD MAINTAINING COMPLIANCE**	**ACTION TO BE TAKEN**
Film microfilm	16 mm film	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Film stock	5 mil thick, silver base, polyester and type positive	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Film density	Positive with a range of (1.30 - D.M) - (1.45 + D.M)	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Film life expectancy	Archival quality with a LE-500 rating	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Negative	Contractor provides duplicate negative copy of Vital or Real Property Records upon request.	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Film identification	Must have start target and show Registrar-Recorder County Clerk	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.

REQUIREMENTS	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION	METHOD MAINTAINING COMPLIANCE	ACTION TO BE TAKEN
Reel	Must have clear leader – 3 ft beginning and 3 ft ending	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Film Packaging	Must meet ANSI/NAPM IT9.21, 1991 standard and a beginning and ending number	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Specific to Real Property Images:				
Real Property Images	Must be comic mode, image quality that includes resolution, image sharpness, clarity of characters, image complete, apply image to lead sheet and single level blip under the first page of each document	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Real Property Images per reel	2,000 images minimum per 100 ft reel.	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Real Property Image Border	Place border electronically around complete image starting outside edge of image one-half (1/2) mil thick	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Real Property Reduction Ratio	Reduction ratio must be 32.1	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Specific to Vital Records Images:				
Vital Records Images per reel	20,000 images minimum per 1,000 Ft reel	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.

REQUIREMENTS	**PERFORMANCE STANDARD**	**MAXIMUM ALLOWABLE DEVIATION**	**METHOD MAINTAINING COMPLIANCE**	**ACTION TO BE TAKEN**
Vital Records Reduction Ratio	Reduction ratio must be 25:1	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Vital Records Image Border	None	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Vital Records Capacity	Contractor has the capacity to convert a minimum of one year, 300,000 Vital Record tiff images with 5 business days.	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Vital Records Volume	Contractor completes initial 7,000,000 Vital Record images and 300,000 images per year thereafter.	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.

A Contract Discrepancy Report (CDR) will be sent to the Contractor as a means to correct all deficiencies and to preclude a recurrence.

Attachment 2

CONTRACT DISCREPANCY REPORT

1. COMPLAINT:

Today's Date: _____ Contractor: _____

Phone Number: _____

Name: _____ Department: _____

Date of Unacceptable Performance: _____

Description of Unacceptable Performance (Attach auction inspection report):

_____

_____

_____

2. REVIEWED/SIGN:

Signed: _____ Date: _____
CPM

3. CONTRACTOR RESPONSE (to be completed by Contractor Project Manager)

Date received from CPM: _____

Explanation for Unacceptable Performance: _____

_____

_____

_____

Corrective Action Taken: _____

_____

_____

_____

Signed: _____ Date: _____
Contractor Project Manager

4. **INSTRUCTIONS**

CPM: CPM will forward Discrepancy Report (CDR) to CONTRACTOR.

CONTRACTOR: Must respond to CPM in writing within five (5) working days of receipt of Discrepancy Report (CDR).

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Cat. No. 20599I

CONTRACTOR EMPLOYEE JURY SERVICE

An ordinance amending Title 2 – Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

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.

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 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 the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

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

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.

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.

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.

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.

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.

No shame
No blame
No names

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California Gray Davis, Governor **Health and Human Services Agency** Grantland Johnson, Secretary **Department of Social Services** Rita Saenz, Director	**Los Angeles County Board of Supervisors** Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life.

If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.

Dept Name_____ Dept. #:_____
DIV. or Facility:_____
SECTION:_____
IRMIS Code #:_____

Prepared for County Counsel in defense of the County, Special Districts and employees.

INSTRUCTIONS:

1. All incidents involving injury to non-employee, however, minor, while on County property (owned or leased) must be reported, by the Guard, Marshal's Office or Department in proximity to incident, as follows:

   Two copies to: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206

INJURED NON-EMPLOYEE

1. Name:_____
   (Last Name) (First Name) (Middle Name)
2. Address:_____
3. Age:_____ 4. Sex: _____ Male _____ Female

   If minor, give name of parent or guardian_____

TIME AND PLACE:

5. Place of occurrence_____
   (Name of County Facility, Bldg, Street, Number) (City or Town)
6. Location in building_____
   (In detail: Bldg, Floor, Room No.)
7. Date of Occurrence_____ Hour_____ AM/PM 8. Weather _____ Clear_____ Rain_____

POLICE REPORT: ☐ Yes ☐ No POLICE AGENCY REPORTING_____STATION_____ DEPT.#:_____

DESCRIPTION OF INCIDENT:

9. What was non-employee doing?_____
10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury:_____
    (If necessary, continue on separate sheet)

_____

11. Condition of floor, sidewalk, steps or other physical property or equipment involved:_____

_____

12. Was there any defect or foreign substances or object involved? If so, describe:_____

_____

13. If slip and fall: Person's shoes_____ heels_____ caps_____
    (Type) (Type) (Type)

NATURE OF INJURY AND PART OF BODY AFFECTED:

14. Be specific! State which part of body injured, whether right or left, etc. If exact nature of injury is undetermined, give opinion:_____

TREATMENT GIVEN:

15. Was treatment given to the injured person by County personnel?_____ By whom?_____
Type of Treatment:_____

16. Was ambulance called?_____ Which company_____ By whom?_____

17. Taken to hospital?_____ Which?_____

STATEMENTS BY INJURED AND WITNESSES:

18. Statement of injured as to what happened:_____
_____
_____
_____
_____

19. Witness No. 1: Name:_____
(Last Name) (First Name) (Middle Initial)

Address:_____ Telephone:_____
(Number) (Street) (City)

Statement:_____
_____
_____
_____
_____

20. Witness No. 2: Name:_____
(Last Name) (First Name) (Middle Initial)

Address:_____ Telephone:_____
(Number) (Street) (City)

Statement:_____
_____
_____
_____
_____

Date Report Prepared:_____