

#### **COUNTY OF LOS ANGELES**

**CHIEF EXECUTIVE OFFICER** Fesia A. Davenport

## OPERATIONS CLUSTER AGENDA REVIEW MEETING

**DATE:** May 3, 2023

**TIME:** 2:00 p.m. – 4:00 p.m.

LOCATION: TELECONFERENCE CALL-IN NUMBER: 1 (323) 776-6996

**TELECONFERENCE ID: 439827168#** 

To join via phone, dial 1(323)776-6996, then press 439827168#.

## YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK: Click here to join the meeting

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023 ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023

#### **AGENDA**

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.

Two (2) minutes are allowed for each item.

1. Call To Order - Carlos Arreola/Anthony Baker

#### 2. **INFORMATIONAL ITEM(S):**

A) Board Letter:

APPROVAL OF JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY 3D ELEVATION PROGRAM FOR ACQUISITION OF QUALITY LEVEL 1 AIRBORNE LIDAR FOR THE LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM 7 ISD/CIO - Steven J. Steinberg, Geospatial Information Officer

B) Board Letter:

ISSUANCE AND SALE OF 2023-24 TAX AND REVENUE ANTICIPATION NOTES

TTC - Keith Knox, Treasurer and Tax Collector Elizabeth Buenrostro Ginsberg, Chief Deputy Daniel Wiles, Assistant Treasurer and Tax Collector Teresa Wong Gee, Chief Public Finance Officer

#### C) Board Letter:

MUSIC CENTER PARKING STRUCTURE REPAIR
CATEGORICAL EXEMPTION, ESTABLISH AND APPROVE
CAPITAL PROJECT NO. 87956, APPROVE PROJECT BUDGET AND
APPROPRIATION ADJUSTMENT, AUTHORIZE USE OF JOB ORDER
CONTRACT
CEO CP/ISD - Thomas DeSantis, P&PM Division Manager

#### D) Board Letter:

AUTHORIZATION FOR THE ASSESSOR TO AMEND SERVICES CONTRACTS FOR AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES ASR/EO - Steven Hernandez, Assistant Assessor Edward Yen, Esq., Assistant Executive Officer

#### 3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

#### 4. Public Comment

(2 Minutes Each Speaker)

#### 5. Adjournment

#### **FUTURE AGENDA TOPICS**

#### **CALENDAR LOOKAHEAD:**

CEO/RE - SEVEN-YEAR LEASE AMENDMENT, AGING AND DISABILITIES DEPARTMENT, 2501 WEST BURBANK BOULEVARD, BURBANK

CEO/RE - NINE-YEAR AMENDMENT, SHERIFF'S DEPARTMENT, 1 CUPANIA CIRCLE, MONTEREY PARK

CEO/CP - TREASURER AND TAX COLLECTOR WAREHOUSE DEFERRED MAINTENANCE REPAIRS PROJECT

CEO/RM - AUTHORIZATION TO INCREASE FUNDING FOR TWO CONTRACTS FOR INSURANCE BROKERAGE SERVICES AND APPROVAL OF PAYMENTS MADE

## BOARD LETTER/MEMO CLUSTER FACT SHEET

	□В	oard Memo	☐ Other
CLUSTER AGENDA REVIEW DATE	5/3/2023		
BOARD MEETING DATE	5/16/2023		
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 <sup>st</sup> □ 2	2nd 3rd 4th 5th	
DEPARTMENT(S)	Internal Services Departi	ment	
SUBJECT	Geological Survey (USG resolution, Quality Level Imagery Acquisition Con		Program (3DEP) to collect high
PROGRAM	2023 LiDAR Collection for	or Los Angeles County	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes ⊠ No		
	If Yes, please explain wh	<u> </u>	
DEADLINES/ TIME CONSTRAINTS		ned by June 2023 at the latest to August-September 2023 flight.	allow USGS to get a task order
COST & FUNDING	Total cost: \$780,000	Funding source: LARIAC consortium participant	S
	TERMS (if applicable):		
	would be funded by exist funds with the remain organizations. Additional \$610,077 (USGS National and \$300,000 (California	ition cost is \$1,710,077. Under ing LAR-IAC participants, of this der being contributed by no funding has been committed b al Geospatial Program), \$20,000 Natural Resources Agency)	\$275,848 comes from County n-County, LAR-IAC member by Federal and State partners: (USGS Earthquake Program),
PURPOSE OF REQUEST		to enter the JFA with USGS to c t of LAR-IAC 7 for Los Angeles	
BACKGROUND (include internal/external issues that may exist including any related motions)	of County and LAR-IAC and emergency response	o-to-date and highly accurate thr consortium member business f es. The County's current data w d at 80% lower resolution.	unctions, workflows, planning,
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain ho	w:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which	n one(s) and explain how:	
DEPARTMENTAL CONTACTS	Steven J. Steinberg, Geo	espatial Information Officer (GIO	),



# County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue Los Angeles, California 90063

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2103 FAX: (323) 264-7135

May 16, 2023

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:

APPROVAL OF JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY 3D ELEVATION PROGRAM FOR ACQUISITION OF QUALITY LEVEL 1 AIRBORNE LIDAR FOR THE LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM 7

(AII DISTRICTS 3 -VOTES)

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

#### <u>SUBJECT</u>

Request approval to enter a Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) Three-Dimensional Elevation Program (3DEP) to collect high resolution, Quality Level 1 (QL1) airborne Light Detection and Ranging (LiDAR) digital terrain data for the Los Angeles Region Imagery Acquisition Consortium 7 (LAR-IAC 7).

#### IT IS RECOMMENDED THAT THE BOARD:

- Authorize the Director of the Internal Services Department (ISD), or his designee, to execute the attached JFA (Enclosure) with the USGS 3DEP to collect Quality Level 1 QL1 airborne LiDAR data for the LAR-IAC 7 program, at a total cost of \$780,000 for a term of three years, commencing upon execution, of which \$275,848 comes from County funds with the remainder being contributed by non-County, LAR-IAC member organizations.
- 2. Authorize the Director of ISD, or designee, to (i) upon review and approval as to from by County Counsel, execute applicable amendments to the JFA to make necessary changes which affects the statement of work to add/delete services and/or features to existing services; and (ii) review and approve project Task Orders issued by the USGS 3DEP.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The National Geospatial Program provides leadership for USGS geospatial coordination, production, and service activities. The Program engages partners to develop standards and produce consistent and accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. The 3DEP is managed by the USGS National Geospatial Program to respond to growing needs for high-quality topographic data and for a wide range of other three-dimensional (3D) representations of the Nation's natural and constructed features. 3DEP informs critical decisions that are made across our Nation every day that depend on elevation data, ranging from immediate safety of life, property, and environment to long term planning for infrastructure projects.

The 3DEP is based on the results of the National Enhanced Elevation Assessment (NEEA) that was funded by National Digital Elevation Program (NDEP) agencies and completed in 2011. The study, led by the USGS, identified more than 600 requirements for enhanced (3D) elevation data to address mission-critical information requirements of 34 Federal agencies, all 50 States, non-profits organizations, and a sample of private sector companies and Tribal and local governments. 3DEP is a collaborative effort that includes these entities and local governments who will work together to build on existing programs to complete the national collection of 3D elevation data. Private sector firms, under contract to the Government, are collecting the data and providing essential technology solutions to manage and deliver these data and services. The USGS' suite of Geospatial Products and Services Contracts (GPSC) fulfills their geospatial data requirements. All JFA participants receive the data collected under the GPSCs and share the costs of the contracted services. The USGS and 3DEP program activities are essential to the National Spatial Data Infrastructure (NSDI) and are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

Correspondingly, the LAR-IAC Program was established in 2003 and is currently managed by ISD to significantly reduce the cost of acquiring high resolution aerial imagery and derived terrain products (e.g., elevation, contours) for the entire County region by sharing acquisition and processing costs between the County, cities, educational institutions, and other public entities. LAR-IAC is a collaborative acquisition program for digital aerial imagery and terrain data which includes the participation of 30+ County departments, 40+ municipalities, educational institutions, and many other public agencies. These products assist County departments with many activities including: property assessment, facilities management, flood control, road design, planning and zoning activities, public safety, zoning enforcement and overall decision-making when it comes to land use and constituents needs.

The County's Enterprise GIS (eGIS) Program manages the LAR-IAC program and provides centralized access to this high-resolution digital terrain data and derived GIS data products through the County's Central GIS Repository.

Approval of the JFA under recommendation number one will allow the County to leverage cost savings for acquisition of high-resolution LiDAR digital terrain data under the USGS 3DEP Program

and their GPSC for the LAR-IAC, using joint funding from other program participants to fund the data acquisition. The County's eGIS Program team will manage the JFA and the data and services provided under the agreement and distribute the data to the LAR-IAC Program participants. The data provided under the JFA will ensure up-to-date and highly accurate data in support of County and LAR-IAC consortium member business including drainage/flood modeling, infrastructure design, watershed studies, and flood/emergency response, property assessment, road design, solar potential and cellular and broadband tower placement analysis, mapping of tree canopy and tree health for fire risk assessment, and the estimation of water use to support landscape irrigation among other uses. The County's current data was obtained in 2015 and is out-of-date. Additionally, the 2015 data was collected at 80% lower resolution.

Approval of recommendation number two will allow ISD to effectively manage the JFA throughout its term.

Given rapid growth and application of geospatial data products across County departments and programs, the need to acquire updated, high resolution digital 3D data is essential to supporting accurate data-driven decisions. LAR-IAC allows the County to leverage its funds through cost sharing. LiDAR data is also important to State and Federal partners and through the USGS 3DEP program the County benefits from a shared cost model leveraging funding from these agencies.

#### Implementation of Strategic Plan Goals

The recommended agreement supports the following County Strategic Plan:

II.2.3 to Prioritize Environmental Health Oversight and Monitoring:

Strengthen the County's capability to effectively prevent, prepare for and respond to emergent environmental and natural hazards and reduce impacts to disproportionately affected communities.

- II.3.1 to Improve water quality, reduce water consumption, and increase water supplies:
- Promote water conservation, recycle and reuse local water resources, and reduce storm water pollution.
- III.2.1 to Enhance Information Technology Platforms to Securely Share and Exchange Data: Establish a shared information management platform to enable County departments to identify common clients, securely share and exchange data to coordinate service delivery, and perform data-driven analytics to achieve outcomes in support of Board Priorities and other Countywide initiatives.
- III.2.2 to Leverage Technology to Increase Visibility of and Access to Services:

Ensure that each department maximizes the use of technology to raise awareness of available programs and services.

#### FISCAL IMPACT/FINANCING

The JFA funding amount is \$1,710,077 for utilization of the USGS' GPSC. Under the proposed JFA, \$780,000 would be funded by existing LAR-IAC participants, of this \$275,848 will be funded by County funding with the remainder being contributed by non-County, LAR-IAC member organizations.

The remaining funding for the recommended JFA has already been committed by Federal and State participants as outlined below:

\$610,077 by USGS National Geospatial Program \$20,000 by USGS Earthquake Program \$300,000 by the California Natural Resources Agency

Note: The participants and funding amounts are subject to change.

All JFA contributions are subject to a 6% GPSC special rate assessment which will be deducted from the dollar contribution amount. The assessment cost covers the GPSC program management and oversight.

Sufficient appropriation for the recommended agreement will be included in ISD's Fiscal Year 2023-24 Adopted Budget, and sufficient appropriation will be requested in future years, if necessary. Expenditures will be offset through billings to LAR-IAC participants.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended JFA has been reviewed approved as to form by County Counsel.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology components of this request and recommends approval. The OCIO determined that this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

The recommended JFA includes suitable terms and conditions to protect the County, and the JFA includes a 60-day termination for convenience provision. In the event of an early termination, any unspent advanced funds will be returned to the County. The USGS will provide a copy of the outcomes completed as of the effective date in the event of an early termination of the JFA.

#### CONTRACTING PROCESS

The USGS GPSCs were awarded through an open and competitive Request for Proposals (RFP) procurement process in an October 2015 solicitation posted on the Federal Business Opportunities website. The solicitation outlined the requirements, which included the acquisition of a wide range of geospatial products and services, including mapping, remote sensing, and geospatial data analysis. The USGS evaluated proposals based on the evaluation criteria specified and awarded a suite of GPSC to qualified proposers. The contracts are Qualifications-Based Selection (QBS) and subordinate Task Orders are negotiated directly with selected firms to provide data collection

services. Ten qualified contractors were awarded GPSC contracts in accordance with Public Law 92-528 (Brooks Act) and FAR 36.6, Architect-Engineering Services, which establishes a qualifications-based selection process, in which contracts for Architectural and Engineering services are negotiated based on demonstrated competence and qualification for the type of professional services required.

The evaluation criteria is as follows:

- 1. Professional qualifications necessary for satisfactory performance of required services
- 2. Specialized experience and technical competence in the type of work required
- 3. Capacity to accomplish the work in the required time
- 4. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules
- 5. Location in the general geographical area of the project and knowledge of the locality of the project and
- 6. Acceptability under other USGS evaluation criteria

The subordinate Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements, deliverables, schedules, and deadlines. Task Orders will be provided to the County for review, approval, and acceptance prior to award.

The USGS National Geospatial Technical Operations Center (NGTOC) manages each task throughout its lifecycle, validates the contractor-produced data, distributes the data to JFA partners, and provides administrative oversight of the GPSC through its Contracting Officer Representative.

#### IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no negative impact to services by approving this JFA. Approval of this JFA will enable acquisition of updated digital terrain data as part of LAR-IAC 7 and achieve the following benefits for the County:

- Cost savings: Over 80 percent of LiDAR acquisition costs are derived through collaboration with other public agencies and USGS volume discount pricing; and
- Increase worker productivity: Higher precision in digital terrain data will reduce time spent on site visits and provide a more comprehensive view of land use issues; and
- Service enhancement: integration of digital terrain data with GIS parcel databases and other GIS layers will provide accurate context to support improved decision-making; and
- The County will avoid future costs with the elimination of multiple, independent data acquisitions from departments.

#### CONCLUSION

Upon your Board's approval, the Executive Office, Board of Supervisors, is requested to return one adopted stamped Board letter to ISD, Contracting Division. The LAR-IAC program is an internationally recognized model of regional cooperation, garnering attention for enabling participating governments to acquire and provide high quality digital aerial data services efficiently and cost-effectively. The County has established a reputation as a visionary leader in the open and collaborative development and use of geographic information.

Approval of the recommended actions will allow the County to partner with the USGS to obtain new data for the United States and its territories. Further, the recommended actions will allow the County and LAR-IAC to move forward with a cost effective and joint acquisition of digital aerial imagery, digital elevation data and a diverse array of geographic data products which will provide increased benefits to constituents through meaningful public agency collaboration and partnerships.

The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to ISD's Contracting Division.

Respectfully submitted,

SELWYN HOLLINS Director Reviewed By: PETER LOO Acting Chief Information Officer

SH:MO:MA:BC

Enclosure

Executive Office, Board of Supervisors
 Chief Executive Officer
 Chief Information Officer
 IT Board Deputies
 County Counsel
 Chief County Counsel



## United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

Agreement #:

Customer #:

TIN#: 95-6000927

U.S. Geological Survey 1400 Independence Road Rolla, MO 65401 U.S. Geological Survey PO Box 25046 MS 510 Denver, CO 80225

Fixed Cost: No

## Joint Funding Agreement

For

#### 2023 Lidar Collection for Los Angeles County, California

Thi	is agreement is entered into as o	of the day of			_ by the
	S. GEOLOGICAL SURVEY, U				e first part, and
Co	ounty of Los Angeles, California	a			
, pa	arty of the second part.				
1)	The parties hereto agree that s respective authorities there sha			n accordance w	rith their
	to collect Quality Level 1 (QL in the accompanying Statemer	· ·	igeles County, Califo	ornia, per the sp	pecifications
	herein called the program, see USC 50; and 43 USC 50b.	attached statement of work	. The USGS legal au	thority is 43 U	SC 36C; 43
2)	The following amounts shall be work directly related to this pr				
;	a) by the party of the first par	rt during the period			
	Amount	Date		Date	
	\$ 0.00	Date of Last Signature	То	Feb. 28, 2020	6
1	b) by the party of the second	part during the period			
	Amount	Date		Date	
	\$_780,000.00	Date of Last Signature	То	Feb. 28, 2020	6

c) Additional information on other potential partners contributing to this program through separate agreements with USGS (participants and funding amounts are projected and are subject to change):

Participant Participant	Amount
USGS National Geospatial Program	\$ 610,077.40
USGS Earthquake Program	\$ 20,000.00
California Natural Resources Agency	\$ 300,000.00
Estimated Total of Separate Agreements:	\$ 930,077.40

- d) All contributions are subject to the 6% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
- e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

Page 1 of 4

- accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.
- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in <a href="Survey Manual Chapter 502.4">Survey Manual Chapter 502.4</a>, Fundamental Science Practices: Review, Approval, and Release of Information Products. The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in <a href="Survey Manual Chapter 502.7">Survey Manual Chapter 502.7</a>, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including <a href="Data">Data</a> and Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific <a href="Data">Data</a> for Release.
- 9) USGS will issue billings utilizing Denartment of Interior Bill for Collection (form DI-1040). The USGS will submit invoices on a quarterly basis, based on actual expenses, independent of product delivery.
  - Payments of bills are due within 60 days of the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)".
- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

Page **2** of **4** 

- 12) If the objectives of this program require airborne acquisition or field work and that data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If the objectives of this program require airborne acquisition or field work and that data is to be collected over military properties, then DoD clearance may be required. The USGS GPSC contractor is responsible for obtaining all required DoD clearances and notifying the USGS Contracting Officer's Representative and USGS Technical Point-of-Contact of any restrictions. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to those areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from remotely sensed data acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. USGS may use the restricted data internally and/or provide a copy of the restricted data to federal agencies for their internal use. All non-federal entities must receive written permission from the Tribe to receive a copy of the restricted data regardless of their status as a funding partner. Entities who receive a copy may not further distribute the restricted tribal data.

  If USGS receives a FOIA request for the data, we will work with the Tribe to protect the data from release under the FOIA to the best of our ability under the law. However, after our FOIA Office reviews any such request and after appropriate coordination with the Tribe and consultations and discussions with the Office of the Solicitor, Division of Indian Affairs and Division of General Law, it may be determined that USGS has no legal basis to protect the information. Also, in the event that USGS were to deny such a FOIA request, USGS's decision could be overturned on appeal by the Department of the Interior's FOIA Appeals Office or by a federal court.
- 15) Regarding any agreements that are associated with, or become associated with Broad Agency Announcement (BAA) proposals for 3DEP projects prior to BAA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the BAA selection process.

#### U.S. Geological Survey United States Department of the Interior

#### County of Los Angeles, California

USGS	Point	$\alpha f C c$	ntact
USUS	POINE	orc	macı

Name:	Drew Decker
Address:	4165 Spruance Road San Diego, CA 92101
Telephone:	(619) 225-6430
Email:	ddecker@usgs.gov

#### Partner Point of Contact

Name:	Steven Steinberg
Address:	Geospatial Information Officer County of Los Angeles 9150 E. Imperial Highway, MS #3
Telephone:	(562) 955-3756
Email:	ssteinberg@isd.lacounty.gov

#### USGS Billing Contact

Name:	Janet Anselm
Address:	1400 Independence Road, MS 323 Rolla, MO 65401
Telephone:	(573) 308-3814
Email:	janselm@usgs.gov

#### Partner Financial Contact

Name:	Rhea Celles
Address:	AFS Accounts Payable Admin and Finance Branch 1100 N Eastern Ave.
Telephone:	(562) 774-5551
Email:	rcelles@isd.lacounty.gov

#### **Signatures and Date**

Signature:		Signature:	
Date:		Date:	
Name:	Kevin Wood	Name:	Mr. Benny Chacko
Title:	Acting Director, USGS-NGTOC	Title:	Branch Manager, Los Angels County,

## BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	5/3/2023		
BOARD MEETING DATE	5/16/2023		
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1st □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> □ 5 <sup>th</sup>		
DEPARTMENT(S)	Treasurer Tax Collector		
SUBJECT	Issuance and Sale of Los Angeles County 2023-24 Tax and Revenue Anticipation Notes		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	May 16, 2023		
COST & FUNDING	Total cost: Funding source: County General Fund Not to exceed \$500 million		
	TERMS (if applicable): Negotiated sale of the 2023-24 Tax and Revenue Anticipation Notes (not to exceed \$500 million); fixed rate, single series note with a one-year final maturity.		
	Explanation: The Treasurer and Tax Collector is requesting authorization to issue the Los Angeles County 2023-24 Tax and Revenue Anticipation Notes in an aggregate principal amount not to exceed \$500 million. The proceeds of the 2023-24 Tax and Revenue Anticipation Notes will be used to enable the County to manage its funding expenditures and reduce the need for internal borrowing during the FY 2023-24.		
PURPOSE OF REQUEST	The proceeds from the sale of the 2023-24 Tax and Revenue Anticipation Notes will be used to provide sufficient cash resources to meet the County's cash flow requirements in FY 2023-24.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The County traditionally issues the TRANs as a single series of fixed-rate notes with a one-year final maturity to reduce the need for internal borrowing and to ensure the County's cash flow requirements for the FY 2023-24 is sufficient. The borrowing program is essential as the County receives certain revenues on sporadic basis throughout the fiscal year.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☐ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	<ul> <li>Keith Knox, Treasurer and Tax Collector, (213) 974-2101, <a href="kknox@ttc.lacounty.gov">kknox@ttc.lacounty.gov</a></li> <li>Elizabeth Buenrostro Ginsberg, Chief Deputy Treasurer and Tax Collector, (213) 974-0703, <a href="mailto:eginsberg@ttc.lacounty.gov">eginsberg@ttc.lacounty.gov</a></li> <li>Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, <a href="mailto:dwiles@ttc.lacounty.gov">dwiles@ttc.lacounty.gov</a></li> <li>Teresa Wong Gee, Chief Public Finance Officer, (213) 974-8359, <a href="mailto:tgee@ttc.lacounty.gov">tgee@ttc.lacounty.gov</a></li> </ul>		



TREASURER AND TAX COLLECTOR

# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 437, Los Angeles, California 90012 Telephone: (213) 974-2101 Fax: (213) 626-1812 ttc.lacounty.gov and propertytax.lacounty.gov Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER

Fifth District

May 16, 2023

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:** 

#### ISSUANCE AND SALE OF 2023-24 TAX AND REVENUE ANTICIPATION NOTES (ALL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Treasurer and Tax Collector is requesting authorization to issue Tax and Revenue Anticipation Notes (TRANs) to meet the Fiscal Year (FY) 2023-24 cash flow needs of the County General Fund. This short-term borrowing program enables the County to manage the funding of its expenditures and to reduce the need for internal borrowing. We are requesting a maximum authorization for the 2023-24 TRANs in a principal amount not to exceed \$[500,000,000].

#### IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the Resolution authorizing the issuance and sale of the 2023-24 Tax and Revenue Anticipation Notes in an aggregate principal amount not to exceed \$[500,000,000].

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Adoption of the attached Resolution will authorize the issuance of the 2023-24 TRANs and the execution and delivery of all related financing documents. Each year since 1977, the County has issued tax-exempt TRANs in connection with its cash management program for the upcoming fiscal year. This borrowing program is necessary given that the County receives certain revenues, such as property taxes, on an uneven basis throughout the fiscal year. The proceeds generated from the issuance of TRANs are maintained in a separate fund by the Auditor-Controller and utilized on a

periodic basis to meet the cash flow needs of the County General Fund. Issuance of the 2023-24 TRANs will reduce the County's need for internal borrowing during the upcoming fiscal year and provide sufficient cash resources to meet the County's cash flow requirements in FY 2023-24.

#### Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

#### FISCAL IMPACT/FINANCING

The borrowing cost of the 2023-24 TRANs will depend on market conditions on the date of the sale. The Resolution provides that the true interest cost of the TRANs shall not exceed six percent (6%). However, based on current market conditions, the actual cost of borrowing is expected to be lower and may result in a true interest cost of approximately four percent (4%).

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County traditionally issues the TRANs as a single series of fixed-rate notes with a one-year final maturity. However, in order to provide the County with maximum flexibility to respond to changing market conditions, the attached resolution provides the flexibility to issue the 2023-24 TRANs in multiple series with different maturity dates that will not exceed 15 months. The 2023-24 TRANs will be structured to achieve the lowest cost of borrowing available to the County in the municipal note market on the day of pricing, which is currently scheduled for early June 2023. Proceeds from the sale of the 2023-24 TRANs are expected to be available to the County on July 1, 2023.

Consistent with the County's historical practice, the Treasurer and Tax Collector is recommending a negotiated sale of the 2023-24 TRANs. Based on the results of a competitive solicitation process, Citigroup Global Markets, Inc. was selected as the lead senior managing underwriter, with UBS Financial Services Inc. appointed to serve as the co-senior manager. Up to four co-managers will be added to the underwriting syndicate for the 2023-24 TRANs prior to the pricing date. County Counsel has selected Orrick Herrington & Sutcliffe and Hawkins, Delafield & Wood to serve as note counsel and disclosure counsel, respectively, for this transaction.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The 2023-24 TRANs are issued as part of a cash management program, which has no direct impact on current services.

#### **CONCLUSION**

Upon approval of this Resolution, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted Resolution to the Treasurer and Tax Collector (Office of Public Finance).

Respectfully submitted,

KEITH KNOX
Treasurer and Tax Collector

KK:EBG:DW:TG:JP:VB:ad

#### Attachments

c: Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	Пв	oard Memo	∐ Other
CLUSTER AGENDA REVIEW DATE	4/26/2023		
BOARD MEETING DATE	5/16/2023		
SUPERVISORIAL DISTRICT AFFECTED	☐ All	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5	th
DEPARTMENT(S)	Chief Executive Office		
SUBJECT	Music Center Parking St	ructure Repair	
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes		
SOLE SOURCE CONTRACT	☐ Yes		
	If Yes, please explain wh	ny:	
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$1,745,000	Funding source: Extraordinary Maintenance b	udget
	TERMS (if applicable):		
	\$1,530,000 from the Ex	traordinary Maintenance budg	nt (Enclosure B) will transfer get to the Music Center 87956, to fully fund the project.
PURPOSE OF REQUEST	Project exempt from the Capital Project No. 8795 and authorize the Direct	California Environmental Qua 6, approve the project budget	enter Parking Structure Repair lity Act, establish and approve and appropriation adjustment, artment, or designee, to deliver er Contract.
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed project will refurbish and repair the existing parking structure for The Music Center located at 135 North Grand Avenue in the City of Los Angeles. The existing parking structure was damaged due to water intrusion. Emergency shoring was installed to address immediate impacts but a refurbishment and repair of the structure is necessary to mitigate future damage to the structure.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain ho	w:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☐ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & - Thomas DeSant TDesantis@isd.	is, P&PM Division Manager, (3	323) 267-3467,



# County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue Los Angeles, California 90063

Telephone: (323) 267-2101 FAX: (323) 264-7135

"Trusted Partner and Provider of Choice"

May 16, 2023

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

**Dear Supervisors:** 

CHIEF EXECUTIVE OFFICE
MUSIC CENTER PARKING STRUCTURE REPAIR
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87956
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3-VOTES)

#### **SUBJECT**

Approval of the recommendations will find the Music Center Parking Structure Repair Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87956, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find the proposed Music Center Parking Structure Repair Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
- 2. Establish and approve the proposed Music Center Parking Structure Repair Project, Capital Project No. 87956 with a total budget of \$1,745,000.

- 3. Approve an appropriation adjustment to transfer \$1,530,000 from the Extraordinary Maintenance budget to the Music Center Parking Structure Repair Project, Capital Project No. 87956, to fully fund the project.
- 4. Authorize the Director of the Internal Services Department, or designee, to deliver the Music Center Parking Structure Repair Project using a Board-approved Job Order Contract.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Music Center Parking Structure Repair Project (project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87956, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed project using a Board-approved Job Order Contract (JOC).

The proposed project will refurbish and repair the existing parking structure for The Music Center located at 135 North Grand Avenue in the City of Los Angeles. The existing parking structure was damaged due to water intrusion. Emergency shoring was installed to address immediate impacts but a refurbishment and repair of the structure is necessary to mitigate future damage to the structure.

The proposed refurbishment and repair work includes the removal of existing floor waterproofing, damaged concrete beams, and supports; installation of floor waterproofing; and the repair of concrete beams and supports. The proposed project will take place in various locations in the parking structure including but not limited to the Level P2 pump room, and levels P4 and P6.

The estimated project duration is approximately 10 months which includes the completion of design and construction documents, jurisdictional approvals, construction, and project completion. The estimated time for the construction component is eight (8) months.

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

#### FISCAL IMPACT/FINANCING

The total cost for the proposed project is currently estimated at \$1,745,000, which includes construction, change order allowance, inspection/testing, and ISD county services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$1,530,000 from the Extraordinary Maintenance budget to the Music Center Parking Structure Repair Project, Capital Project No. 87956, to fully fund the project. \$215,000 in design and plan check services were completed through a separate service request funded by the Extraordinary Maintenance budget in FY21-22.

#### **Operating Budget Impact**

The scope of work consists of repairs and remodeling made to an existing space. Therefore, following the completion of the proposed project, ISD and the Chief Executive Office (CEO) do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed project will include a best efforts Local Worker hiring goal of at least thirty percent (30%). The "Targeted Worker" component will not be included as part of the proposed project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project is exempt from the Civic Art Allocation as it involves the repair, maintenance, or replacement of building systems of the refurbishment project.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The scope of work consists of the repair and refurbishment of an existing parking structure. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), and 15302 of the State CEQA Guidelines and Classes 1(d) and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use and the replacement of features with the same purpose and capacity.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

#### **CONTRACTING PROCESS**

The proposed project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will have minimal impact on current county services. The affected areas in the parking garage are currently closed off and work will be performed on off-hours and weekends to mitigate impact.

#### **CONCLUSION**

Please return one adopted copy of the board letter to the following: ISD Operations Service, and the Chief Executive Office – Capital Programs Division.

Respectfully submitted,

Selwyn Hollins Director

SH:MO:ME:TD:sy

**Enclosures** 

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel

# PROJECT INFORMATION SHEET SCHEDULE AND BUDGET SUMMARY

PROJECT :	Music Center Parking Structure Repair
CAPITAL PROJECT NO. :	87956

I. PROJECT SCHEDULE			
Project Activity	Duration	Scheduled Completion Date	
Complete Construction Documents	1 months following Board approval	June 2023	
Jurisdictional Approval	1 months following Board approval	June 2023	
Award Construction Contract	2 months following Board approval	July 2023	
Substantial Completion	8 months following Board approval	Jan 2024	
Project Acceptance	10 months following Board approval	March 2024	

II. BUDGET SUMMARY			
Budget Category		Proposed Budget	
Construction			
Construction	\$	881,000.00	
Change Orders	\$	187,000.00	
Subtotal	\$	1,068,000.00	
Civic Art			
Plans and Specifications		267,000.00	
Jurisdictional Review/Plan Check/Permits		51,000.00	
County Services	\$	359,000.00	
Total Project Budget	\$	1,745,000.00	

**ENCLOSURE B** PINK **BOARD OF SUPERVISORS** OFFICIAL COPY BA FORM 10142022 May 16, 2023 **COUNTY OF LOS ANGELES** REQUEST FOR APPROPRIATION ADJUSTMENT DEPARTMENT OF CHIEF EXECUTIVE OFFICER AUDITOR-CONTROLLER: THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION. ADJUSTMENT REQUESTED AND REASONS THEREFORE FY 2022-23 3 - VOTES **SOURCES** USES **VARIOUS CAPITAL PROJECTS EXTRAORDINARY MAINTENANCE** MUSIC CENTER PARKING STRUCTURE REPAIR PROJECT A01-CF-2000-12810 A01-CP-6014-65099-87956 **SERVICES & SUPPLIES** CAPITAL ASSETS - B & I **DECREASE APPROPRIATION** 1,530,000 **INCREASE APPROPRIATION** 1,530,000 **SOURCES TOTAL** 1,530,000 **USES TOTAL** 1,530,000 JUSTIFICATION

Reflects the transfer of \$1,530,000 from the Extraordinary Maintenance budget to the Music Center Parking Structure Repair Project, Capital Project No. 87956, to fully fund the project.

		AUTHORIZED SIGNATURE	AMIR ALAM, MANAGER, CEO
OARD OF SUPERVISOR'S APPROVA	AL (AS REQUESTED/REVISED)		
EFERRED TO THE CHIEF XECUTIVE OFFICER FOR	ACTION	APPROVED AS REQUEST	ED
ALCOTIVE OFFICER FOR	RECOMMENDATION	APPROVED AS REVISED	

CHIEF EXECUTIVE OFFICER

BY

DATE

AUDITOR-CONTROLLER

B.A. NO.

BY

DATE

## BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	5/3/2023		
BOARD MEETING DATE	6/6/2023		
SUPERVISORIAL DISTRICT AFFECTED	⊠ All ☐ 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☐ 5 <sup>th</sup>		
DEPARTMENT(S)	Office of the Assessor (Assessor) and the Executive Office (EO)		
SUBJECT	Amend Services Contracts for As-Needed Historical Document Preservation and Imaging Services		
PROGRAM	Continue modernization efforts of preserving Assessor's historical records and digitizing Assessor and EO documents		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Three (3) years (Initial Term) expires July 7, 2023; first of two option one-year extensions, extending term from July 8, 2023 through July 8, 2024		
COST & FUNDING	Total cost:  \$NA  Funding source:  Assessor – Funding requested in FY 2023-24 Budget  EO – Funding included in FY 2023-24 Adopted Budget		
	TERMS (if applicable):		
	Explanation: The Contracts do not have a Maximum Contract Amount (MCA). Services are on an as-needed and intermittent basis. Funding for these services with the Assessor was requested in the Assessor's FY 2023-24 budget. Funding for these services with the EO are included in the EO's FY 2023-24 Adopted Budget. Services will be used by the EO on an as-needed basis.		
PURPOSE OF REQUEST	Execute Amendment One to extend term from July 8, 2023 through July 8, 2024 and amend the contracts to include imaging services for the EO.		
BACKGROUND (include internal/external issues that may exist	Amendment One will continue:		
including any related motions)	<ul> <li>applications, financial records, and other property tax-related documents, as well as historical records;</li> <li>Digitizing of all documents to ensure their preservation and archival security;</li> <li>Record accessibility to the public;</li> <li>Enable the Assessor, other property tax departments, and the public the ability to access maps and documents from the Assessor's data repository using a web-based user interface;</li> <li>Ensure the successful implementation of AMP by digitization of all documents;</li> <li>Ensure continue success of the Assessor's hybrid model and the Office of the</li> </ul>		
including any related motions)	<ul> <li>well as historical records;</li> <li>Digitizing of all documents to ensure their preservation and archival security;</li> <li>Record accessibility to the public;</li> <li>Enable the Assessor, other property tax departments, and the public the ability to access maps and documents from the Assessor's data repository using a web-based user interface;</li> <li>Ensure the successful implementation of AMP by digitization of all documents;</li> <li>Ensure continue success of the Assessor's hybrid model and the Office of the Future initiative</li> <li>Ensure the EO's process improvement plan continues its digitizing efforts.</li> </ul>		
including any related	<ul> <li>well as historical records;</li> <li>Digitizing of all documents to ensure their preservation and archival security;</li> <li>Record accessibility to the public;</li> <li>Enable the Assessor, other property tax departments, and the public the ability to access maps and documents from the Assessor's data repository using a web-based user interface;</li> <li>Ensure the successful implementation of AMP by digitization of all documents;</li> <li>Ensure continue success of the Assessor's hybrid model and the Office of the Future initiative</li> </ul>		
including any related motions)  EQUITY INDEX OR LENS	<ul> <li>well as historical records;</li> <li>Digitizing of all documents to ensure their preservation and archival security;</li> <li>Record accessibility to the public;</li> <li>Enable the Assessor, other property tax departments, and the public the ability to access maps and documents from the Assessor's data repository using a web-based user interface;</li> <li>Ensure the successful implementation of AMP by digitization of all documents;</li> <li>Ensure continue success of the Assessor's hybrid model and the Office of the Future initiative</li> <li>Ensure the EO's process improvement plan continues its digitizing efforts.</li> </ul>		



#### JEFFREY PRANG

ASSESSOR

#### **COUNTY OF LOS ANGELES**

500 WEST TEMPLE STREET, ROOM 320 LOS ANGELES, CALIFORNIA 90012-2770 assessor.lacounty.gov (213) 974-3101



June 6, 2023

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:

AUTHORIZATION FOR THE ASSESSOR TO AMEND SERVICES CONTRACTS FOR AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES (ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

#### **SUBJECT**

This is a joint recommendation by the Office of the Assessor (Assessor) and the Executive Office (EO) of the Board of Supervisors (BOS) to request authorization to approve the execution of Amendment One to Contract Number 2020-001 with Avenu Insights and Analytics, LLC and Contract Number 2020-002 with Kofile Technologies, Inc. for As-Needed Historical Document Preservation and Imaging Services. These Amendments will ensure uninterrupted services for historical preservation and digitizing efforts within the Departments.

#### JOINT RECOMMENDATION THAT THE BOARD:

 Authorize the Assessor, or his designee, to execute Amendment One (Enclosure A) to its As-Needed Historical Document Preservation and Imaging Services Contracts with Avenu Insights and Analytics, LLC and Kofile Technologies, Inc., respectively, effective upon execution, to: (1) exercise the first of two optional one-year extensions, which will extend the term of each contract from July 8, 2023 through July 8, 2024, and (2) amend the contracts to include imaging services for the EO.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

#### **BACKGROUND**

Over the last several years, the Assessor has initiated modernization efforts aimed at replacing historical legacy systems via the development of an integrated property assessment replacement system known as the Assessor Modernization Project (AMP).

Honorable Board of Supervisors June 6, 2023 Page 2

AMP is a five-phase agile development project which includes the replacement of more than 120 aging applications, dating back to the 1960s. The current legacy systems are cumbersome, inefficient, and unable to support the changing business needs of the Assessor. To ensure the successful implementation of AMP, the Assessor requires continuous digitization of all documents. These documents include information such as welfare exemption claims, property tax statements, assessment appeal applications, financial records and other property tax-related documents.

Additionally, the Assessor is responsible for maintaining its maps and documents which cover the entire geographic area of Los Angeles County, including all the cities as well as the unincorporated areas. Some map books are approximately one hundred years old or more. These map books consist of paper bound Journal and Plat Maps with either typewritten or handwritten pages. The maps themselves display the parcel numbers, parcel and lot boundaries, and adjoining map page information. The maps also show the recorded dimension of property, acreage, street address, street width, and other recorded map information.

Lastly, the work to be performed may be extended to other County Department(s) by amending the contracts, upon approval by the Board, pursuant to the terms and conditions set forth in the contracts, as customized to that Department(s).

#### **BENEFITS**

The work to be performed will continue the modernization efforts of digitizing all the Assessor's documents, to include exemption claim forms as well as historical records, in order to ensure their preservation and archival security, and to make these records more easily accessible to the public. In addition, extending these historical document preservation and imaging efforts will provide the Assessor, other property tax departments, and the public with the ability to access maps and documents from the Assessor's data repository using a web-based user interface.

The Assessor has recognized the benefits of digitizing all its documents and will continue its work of digitizing these documents with approval of the extension. The digital imaging of these documents will continue to ensure the success of the Assessor's hybrid model and the Office of the Future initiative, as well as guarantee the services provided by the Assessor to its property tax partners (i.e. Treasurer and Tax Collector, Auditor-Controller and Executive Office) and to the public.

Furthermore, EO determined a need for digitizing its records and upon approval of Amendment One will amend the contract language, to include provisions tailored to the Department, including, as necessary, a customized Project Plan, Pricing and Payment Schedule, Project Schedule, Contract Sum, Scope, and other defined terms and provisions as may be required to extend the contracts.

Honorable Board of Supervisors June 6, 2023 Page 3

To date, Avenu Insights and Analytics, LLC and Kofile Technologies, Inc. have provided professional service and partnership, and have demonstrated an understanding of the project expectations and requirements.

#### Implementation of Strategic Plan Goals

The recommended action supports Goal III, "Realize Tomorrow's Government Today," Strategy III.2, "Embrace Digital Government for the Benefit of our Internal Customers and Communities," Strategy III.3, "Pursue Operation Effectiveness, Fiscal Responsibility, and Accountability," and Strategy III.4, "Engage and Share Information with Our Customers, Communities and Partners."

#### FISCAL IMPACT/FINANCING

The As-Needed Historical Document Preservation and Imaging Services Contracts do not have a Maximum Contract Amount (MCA). Services are on an as-needed and intermittent basis.

Funding for services with the Assessor was requested in the Assessor's FY 2023-24 budget.

Funding for services with the EO are included in the EO's FY 2023-24 Adopted Budget. Services will be used by the EO on an as-needed basis.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Assessor provided notification to the Board on March 6, 2023 of its intent to use its delegated authority, as authorized by the Board Letter adopted by the Chief Executive Office (CEO) on July 7, 2020, to exercise Amendment One to both As-Needed Historical Preservation and Imaging Services Contract Number 2020-001 with Avenu Insights and Analytics, LLC and Contract Number 2020-002 with Kofile Technologies, Inc.

County Counsel approves the amendments as to form. All previously negotiated terms and conditions of the existing As-Needed Historical Preservation and Imaging Services Contracts will remain in full effect.

#### IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will have no negative impact on current public services or projects, nor will it affect either Department's production. Approval of the recommendation will ensure the Assessor continues to develop a modern assessment system to enhance its business operations and improve service delivery. In addition, the approval of the recommendation will ensure the Executive Office's process improvement plan continues its digitizing efforts.

Honorable Board of Supervisors June 6, 2023 Page 4

Respectfully submitted,

Reviewed by,

JEFFREY PRANG Assessor

CELIA ZAVALA **Executive Officer** 

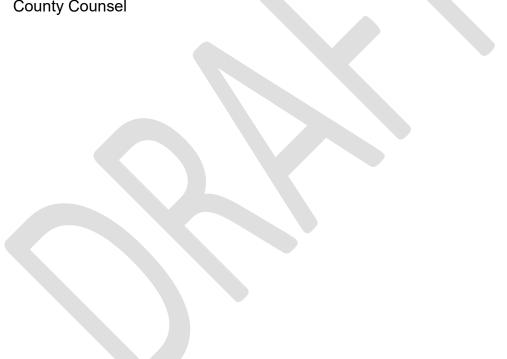
JP:SMH:st

**Enclosures** 

Chief Executive Office C:

Executive Officer, Board of Supervisors

**County Counsel** 



Enclosure A Amendment One Contract No. 2020-001

As-Needed Historical Document Preservation and Imaging Services

# AMENDMENT ONE TO THE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND AVENU INSIGHTS AND ANALYTICS, LLC. FOR

#### AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES

<b>THIS AMENDMENT ONE</b> (hereafter, this "Amendment") is made and entered into this	day of
2023, by and between the COUNTY OF LOS ANGELES (hereafter "County") and AVEN	IU
INSIGHTS AND ANALYTICS, LLC. (hereafter "Contractor").	

Reference is made to the document entitled "Contract By and Between County of Los Angeles and Avenu Insights and Analytics, LLC. for As-Needed Historical Document Preservation and Imaging Services," dated July 7, 2020 (the "Contract").

**WHEREAS**, the purpose of this Amendment is to exercise the first of two optional one-year extensions, extending term from July 8, 2023 through July 8, 2024; and

**WHEREAS**, the Contract language is amended to include provisions tailored to the Executive Office (EO) of the Board of Supervisors; and

**WHEREAS**, this Amendment is prepared according to the provisions set forth in Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Subparagraph 8.1, Amendments in the Contract.

**NOW THEREFORE**, effective upon the signature of all parties hereto, the Contract is amended as set forth below.

- 1. This Amendment shall commence and be effective upon full execution.
  - (i) <u>Defined Terms Incorporated</u>. Capitalized terms used but not defined herein shall have the meanings given to them in the Contract.
  - (ii) <u>Amendment to Sub-Paragraph 4.2 of the Contract</u>. Sub-Paragraph 4.2 of the Contract is hereby amended and restated in its entirety to read as follows:
    - 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5)

Enclosure A
Amendment One
Contract No. 2020-001
As-Needed Historical Document Preservation and Imaging Services

years. Each such extension option may be exercised at the sole discretion of the Office of the Assessor ("Assessor").

The Assessor exercised the first of these two (2) additional one (1) year periods in order to extend the Contract term from July 8, 2023 through July 8, 2024. The remaining extension option is for one (1) additional one (1) year period.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including a determination of whether the County will exercise a contract term extension option.

- (iii) <u>Amendment to Sub-Paragraph 5.5.5 of the Contract</u>. Sub-Paragraph 5.5.5 of the Contract is hereby amended and restated in its entirety to read as follows:
  - 5.5.5 All invoices under this Contract shall be submitted via email and in two (2) copies to the following addresses:

Contractor's tasks, deliverables, services, and other work related to:

Office of the Assessor
383 Kenneth Hahn Hall of Administration
500 West Temple Street, Room 304
Los Angeles, CA 90012
Attention: Accounting
(213) 974-3129
AAcctPay@assessor.lacounty.gov

Contractor's task, deliverables, services, and other work related to:

Executive Office
Board of Supervisors

383 Kenneth Hahn Hall of Administration
500 West Temple Street, Room 383
Los Angeles, CA 90012
Attention: Angel Ortega
(213) 974-2787
AOrtega@bos.lacounty.gov

(iv) <u>Amendment to Exhibit A (Statement of Work)</u>. Exhibit A (Statement of Work) is amended to include Exhibit A.1 as set forth in Attachment I hereto, which attachment is incorporated herein.

Enclosure A
Amendment One
Contract No. 2020-001
As-Needed Historical Document Preservation and Imaging Services

(v) <u>Amendment to Exhibit E (County's Administration)</u>. Exhibit E (County's Administration) is amended to include Exhibit E.1 as set forth in Attachment II hereto, which attachment is incorporated herein.

EXCEPT AS PROVIDED FOR IN THIS AMENDMENT ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.



## **IN WITNESS WHEREOF**, the parties hereto have executed this Amendment:

	COUNTY OF LOS ANGELES
	Ву:
	JEFFREY PRANG
	Assessor
	CONTRACTOR
	AVENU INSIGHTS AND ANALYTICS, LLC.
	Ву:
	Signature
	Printed Name
	Title
APPROVED AS TO FORM:	
DAWYN HARRISON	
County Counsel	
County Counsel	
By:	
Jason Carnevale,	
Deputy County Counsel	

Amendment One Contract No. 2020-001 As-Needed Historical Document Preservation and Imaging Services Attachment I Exhibit A.1

## **EXHIBIT A.1**

## STATEMENT OF WORK

# AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES

**County of Los Angeles Board of Supervisors** 

Exhibit A.1

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### STATEMENT OF WORK (SOW)

#### 1.0 SCOPE OF WORK

The Los Angeles County Board of Supervisors (County) is the governing body of the County of Los Angeles with a unique function of serving as the executive and legislative head of the largest and most complex county government in the entire United States. The Executive Office of the Board of Supervisors (BOS) is responsible for administering a variety of functions on behalf of the Board, which include publishing the Board's weekly agenda and Statement of Proceedings, maintaining official records (which date back to the 1850s), and providing administrative, accounting, procurement, personnel, payroll, facility management and technological services to various County commissions, committees and task forces, such as the Office of the Inspector General, the Civilian Oversight Commission, the Office of Child Protection, the Conflict of Interest/Lobbyist Registration and the Assessment Appeals Board. The Board of Supervisors would like to leverage the existing As-Needed Historical Document Preservation and Imaging Services Agreement with the Los Angeles County Assessor's Office for as-needed document digitization services.

This Statement of Work (SOW) provides the specifications and requirements for Contractor to convert a large collection of records to be digitized and indexed as further detailed in Section 10.0. The images will be provided as text searchable bi-tonal PDF-A files with an accompanying XML file containing the index data.

Documents will be boxed by the County and made available for pickup at the County loading dock area. All documents are standard letter/legal size or smaller and in good condition and require minimal preparation to scan. Documents will be put back in the same order they were found but staples, paperclips, and bindings will not be replaced. Items will be imaged as duplex to capture front and back side of pages.

Prior to scanning, Contractor shall create an inventory log and provide box labels to the County with QR codes to track each box through all phases or production from pickup to return.

The County shall provide a read-only copy of their database to validate index fields. The Contractor shall index 6 fields where applicable (Application Number, AIN/Parcel Number, Applicant's First and Last Name, Company, Agent's First and Last Name, Agency).

The County shall schedule a project kick-off meeting to establish project leaders and communication protocols as well as scheduling and reporting requirements.

The Contractor shall provide all technology, personnel, and supplies to prepare and digitize the records.

The Contractor shall produce a proof-of-quality deliverable of which the acceptance thereof by the County will be considered the start date of actual production.

Amendment One Contract No. 2020-001 /ation and Imaging Services Attachment I

As-Needed Historical Document Preservation and Imaging Services

Exhibit A.1

The Contractor shall prepare documents by removing staples and paperclips and temporary bindings, such as coil, comb, or velo binding.

The Contractor will scan each page, double-sided, rendering 300 dpi grayscale images.

The Contractor shall transform the images rendering test-searchable 300 dpi bi-tonal PDF-A images.

The Contractor shall index 6 fields, where applicable, for each document:

- a. Application Number (Unique Key)
- b. AIN or Parcel Number
- c. Applicant's Name (First and Last Name)
- d. Company
- e. Agent's Name (First and Last Name)
- f. Agency

The Contractor shall make pickups and/or deliveries at least once per month.

The County will sign off as to acceptance of the proof-of-concept deliverable prior to start of full production.

The County will provide a read-only copy of their database for index validation.

The County will be available to answer any questions that may arise during the course of the project.

# 2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 The County reserves the right to add/delete specific tasks related to the document digitization project which does not materially affect the scope of work, term, contract sum, or payment under the Contract.
- 2.2 The County may, on reasonable notice, add or delete County departments and locations.
- 2.3 All changes must be made in accordance with Sub-paragraph 8.1 (Amendments) of the Contract.

#### 3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan and Security Plan to assure the County a consistently high level of service throughout the term of the Contract. Both Plans shall be submitted to the County Project Manager for review and approval prior to beginning work under the Contract. The plans shall include, but may not be limited to the following:

# 3.1 QUALITY CONTROL PLAN

# 3.1.1 Monitoring

The Contractor must include its method for monitoring the number of documents picked up, the number of documents prepared for imaging, the number of pages imaged, and the number of documents returned. All materials are to be returned to the County in the format in which they were received.

# 3.1.2 Data Integrity, Accuracy and Image Clarity

The Contractor shall describe its methods for maintaining the integrity and accuracy of the data imaged and assuring the clarity of the scanned images. Any and all images that require rescanning in order to improve quality are to be rescanned at no additional cost to the County. The Contractor shall also describe its method for maintaining the integrity of older, fragile documents in order to avoid any damages or destruction of the documents.

# 3.1.3 Exception Report

The Contractor shall describe and include a sample of its Exception Report that identifies, lists, and explains each document that was not successfully scanned or indexed or otherwise failed the Contractor's internal quality control process.

#### 3.1.4 Problem Correction Report

A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

#### 3.1.5 Contact Personnel

The Contractor shall provide the County with the names of the personnel responsible for resolving corrective actions.

#### 3.2 SECURITY PLAN

The Contractor's Security Plan will explain the procedures to be used to prevent loss, theft, or unauthorized access to County data, documents, and microfiche. The Contractor's Security Plan must also describe how the Contractor will prevent the intermingling of County boxes with the boxes of other customers throughout the storage, document preparation, scanning and indexing, and quality assurance processes. The Contractor shall also explain what procedures shall be in place should any documents become damaged, lost, and/or stolen.

#### 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.15 (County's Quality Assurance Plan) of the Contract.

# 4.1 Meetings

The Contractor is required to attend any meetings, either in person or by conference call, scheduled by the County or the County and the Contractor.

# 4.2 Contract Discrepancy Report (SOW Exhibit 1)

- 4.2.1 Verbal notification of a contract discrepancy will be made to the County Contract Project Monitor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.
- 4.2.2 The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

# 4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 5.0 INTENTIONALLY OMITTED

## 6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

## COUNTY

#### 6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6 (Administration of Contract – County). Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8 (Standard Terms and Conditions), Sub-paragraph 8.1 (Amendments).

#### 6.2 Furnished Items

The County shall provide the Contractor, documents to be imaged. The documents will be provided in their existing bindings and may require removal of staples, paperclips, and temporary bindings such as but not limited to coil, comb, or velo binding. All documents will be provided in boxes labeled with BOS's address, pick up date, box number, a brief description of the contents and the number of documents contained in the box. Inside each box will be an inventory sheet identifying the documents.

# CONTRACTOR

# 6.3 Project Manager

- 6.3.1 The Contractor shall provide a full-time Project Manager or designated alternate. The County must have access to the Contractor's Project Manager or designated alternate via landline, cell phone or email during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contractor's Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.
- 6.3.2 The Contractor's Project Manager or designated alternate shall act as a central point of contact with the County.
- 6.3.3 The Contractor's Project Manager or designated alternate must demonstrate at least five (5) years of experience supervising/managing a historical document preservation and imaging operation similar in scope, size, and complexity as the County's requirements.
- 6.3.4 The Contractor's Project Manager or designated alternate shall notify the County Project Manager immediately when a delay of any type is anticipated.
- 6.3.5 The Contractor's Project Manager or designated alternate shall work with the County Project Manager to resolve any deficiencies before a problem occurs.
- 6.3.6 The Contractor's Project Manager or designated alternate shall promptly respond to all calls and/or reports regarding the Contractor's performance.
- 6.3.7 The Contractor's Project Manager or designated alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Manager or designated alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.3.8 Prior to starting work under the Contract, the Contractor shall prepare an updated written project plan which shall detail all tasks, schedules, and deliverables, including timetable of batch completion, any project risks and risk mitigation measures, and will be reviewed by the County against the information submitted in the Request for Proposal (RFP). The County Project Director and County Project Manager must review and approve the

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Exhibit A.1 Contractor's Plan prior to the Contractor beginning work under the Contract. All changes and modifications to the Plan shall be reviewed and approved by the County Project Director and County Project Manager.

#### 6.4 Personnel

- 6.4.1 The Contractor shall assign a sufficient number of employees to perform the required work with at least one (1) year of experience providing historical document preservation and imaging services equivalent or similar to the services identified in this SOW. At least one (1) employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.
- 6.4.2 The Contractor shall provide one (1) of its officers or employees to be the key contact person between the County and the Contractor on matters relating to production and billing that shall be available by telephone contact Monday through Friday from 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.
- 6.4.3 The Contractor's personnel including, but not limited to, Contractor's Project Manager and/or designated alternate, shall be competent and responsible enough to handle sensitive materials and perform confidential duties, and shall perform all work hereunder in a professional, workmanlike manner.
- 6.4.4 The Contractor's personnel shall be courteous and neat in appearance at all times.
- 6.4.5 Any Contractor's personnel who drives a vehicle in performance of contract operations shall maintain a valid California driver's license for that vehicle class during the term of the Contract.
- 6.4.6 The Contractor shall be required to background check their employees as set forth in Paragraph 7 (Administration of Contract Contractor), Subparagraph 7.5 (Background and Security Investigations) of the Contract.

# 6.5 Uniforms/Identification Badges

- 6.5.1 The Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 6.5.2 The Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7 (Administration of Contract Contractor), Subparagraph 7.4 (Contractor's Staff Identification) of the Contract.

# 6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

# 6.7 Training

- 6.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 All Contractor employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

#### 6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.** 

#### 7.0 HOURS/DAY OF WORK

Hours of services shall be primarily performed within the 8:00 a.m. to 5:00 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the County Project Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day Labor Day

Martin Luther King, Jr. Day Indigenous People's Day

Presidents' Day
Cesar Chavez Day
Memorial Day
Thanksgiving Day
Day after Thanksgiving

Independence Day Christmas Day

#### 8.0 WORK SCHEDULES

8.1 The Contractor shall submit for review and approval its work schedule for each facility to the County Project Manager within ten (10) working days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

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8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

#### 9.0 UNSCHEDULED WORK

- 9.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contractor shall contact the County Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. The Contractor shall submit an invoice to the County Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. The Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

#### 10.0 SPECIFIC WORK REQUIREMENTS

All work orders and invoices must clearly state which Board of Supervisors' staff requested work.

- 10.1 The Contractor shall convert a large collection of records to be digitized and indexed. The images will be provided as text searchable 300 dpi bi-tonal PDF-A files with an accompanying XML file containing the index data.
- 10.2 The County shall box documents and make them available for pickup at the County loading dock area. All documents are standard letter/legal size or smaller and in good condition and require minimal preparation to scan. The Contractor shall put all documents back in the same order they were found but staples, paperclips, and bindings will not be replaced. Items will be imaged as duplex to capture front and back side of pages.

As-Needed Historical Document Preservation and Imaging Services

Attachment I Exhibit A.1

- 10.3 The Contractor shall, prior to scanning, create an inventory log and provide box labels to the County with QR codes on them to track each box through all phases or production from pickup to return.
- 10.4 The County shall provide a read-only copy of their database to validate index fields.
- 10.5 The County shall schedule a project kick-off meeting to establish project leaders and communication protocols as well as scheduling and reporting requirements.
- 10.6 The Contractor shall provide all technology, personnel, and supplies to prepare and digitize the records.
- 10.7 The Contractor shall produce a proof-of-quality deliverable of which the acceptance thereof by the County will be considered the start date of actual production.
- 10.8 The Contractor shall prepare documents by removing staples and paperclips and temporary bindings, such as coil, comb, or velo binding.
- 10.9 The Contractor shall scan each page, double-sided, de-skew and rotate images, remove lines and de-speckle as necessary. All images should be clear and readable.
- 10.10 The Contractor shall index 6 fields, where applicable, for each document:
  - a. Application Number (Unique Key)
  - b. AIN or Parcel Number
  - c. Applicant's Name (First and Last Name)
  - d. Company
  - e. Agent's Name (First and Last Name)
  - f. Agency
- 10.11 The Contractor shall make pickups and/or deliveries at least once per month.
- 10.12 The County shall sign off as to acceptance of the proof-of-concept deliverable prior to start of full production.
- 10.13 The County shall be available to answer any questions that may arise during the course of the project.

# 11.0 GREEN INITIATIVES

- 11.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 The Contractor shall notify County Project Manager of Contractor's new green initiatives prior to the contract commencement.

Amendment One Contract No. 2020-001 As-Needed Historical Document Preservation and Imaging Services Attachment I Exhibit A.1

# 12.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) chart, Exhibit 2, lists the required services that will be monitored by the County during the term of the Contract.

- 12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.
- 12.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Contract, and for which the Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Contract section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).

# **SPECIFIC WORK REQUIREMENTS**

The Contractor shall convert the following *paper-based* documents to digital images that conform to Adobe PDF/A-1 specification at 300 DPI, bi-tonal, excluding blank pages. The images must contain Metadata stream that conforms to the XMP specification to uniformly describe the digital image files as detailed below; and the images (typed) shall also be ran through an Optical Character Recognition (OCR) engine to create text searchable documents:

Estimated high-level inventory of the artifacts to be digitized and indexed and will return as per project guidelines.

Document Types	Application Count	Avg Pages Per Case	Total Pages
Appeals Application-Unscheduled cases	6,440	6	38,640
Appeals Applications	7,287	6	43,722
Appeals Application- previously Scheduled with Evidence	6,399	14	89,586
Finalized cases incl. closed cases, 5 years retention	101,116	14	1,415,624
Estimates provided by client	121,242	varies	1,587,572

The County will notify Contractor of any defect that requires remediation.

All quantities are estimates and Contractor shall invoice for actual quantities digitized.

# **CONTRACT DISCREPANCY REPORT**

10:		
FROM:		
DATES:	Prepared:	
	Returned by Contractor:	
	Action Completed:	
DISCREPA	NCY PROBLEMS:	
Signati	ure of County Representative	Date
J.g	and or occarry, respressionalities	2.00
CONTRACT	FOR RESPONSE (Cause and Corrective Action):	
Signatu	re of Contractor Representative	Date
COUNTY E	VALUATION OF CONTRACTOR RESPONSE:	
Signatu	re of Contractor Representative	Date
COUNTY A	CTIONS:	
	FOR NOTIFIED OF ACTION:	
	resentative's Signature and Date	
Contractor F	Representative's Signature and Date	

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This attachment lists the required services which will be monitored by the County during the term of the Contract. Listed are the required standard of service, method of maintaining compliance, and action to be taken for exceeding the allowable standard.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 3.2 – Security Plan	Contractor to maintain a secure work environment at all times.	Inspection and Observation	\$100 per occurrence
SOW: Paragraph 10.0 – Specific Work Requirements	Clarity of characters, image sharpness, resolution of 300 DPI, complete image face up and readable.	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
SOW: Paragraph 10.0 – Specific Work Requirements	De-skew, remove lines, de- speckle, sharpness	Verify and monitor	CDR sent and request for corrective action.

# **COUNTY'S ADMINISTRATION**

CONTRACT NO.	2020-001	_	
COUNTY PROJE	ECT DIRECTOR:		
Name:	Jennifer Tran		
Title:	Deputy Executive Officer		
Address:	500 West Temple Street, Roo	m B-4	
	Los Angeles, CA 90012		
Telephone:	(213) 974-1851	_Facsimile:	N/A
E-Mail Address:	JETran@bos.lacounty.g	gov	
COUNTY PROJE	ECT MANAGER:		
Name:	Julie Valles		
Title:	Project Manager		
Address:	500 West Temple Street, Roo	m 383	
	Los Angeles, CA 90012		
Telephone:	(213) 893-0038	_Facsimile:	N/A
E-Mail Address:	JValles@bos.lacounty.	gov	
COUNTY CONTI	RACT PROJECT MONITOR:		
Name:	Angel Ortega		
Title:	Fiscal Chief		
Address:	ss: 500 West Temple Street, Room 383		
	Los Angeles, CA 90012		
Telephone:	(213) 974-2787	_Facsimile:	N/A
E-Mail Address:	AOrtega@bos.lacounty.g	OV	

Enclosure A Amendment One Contract No. 2020-002

As-Needed Historical Document Preservation and Imaging Services

AMENDMENT ONE
TO THE
AGREEMENT
BETWEEN
THE COUNTY OF LOS ANGELES
AND
KOFILE TECHNOLOGIES, INC.
FOR

#### AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES

THIS AMENDMENT ONE (hereafter, this "Amendment") is made and entered into this day of
2023, by and between the COUNTY OF LOS ANGELES (hereafter "County") and KOFILE
TECHNOLOGIES, INC. (hereafter "Contractor").
Reference is made to the document entitled "Contract By and Between County of Los Angeles and Kofile

Technologies, Inc. for As-Needed Historical Document Preservation and Imaging Services," dated July 7, 2020 (the "Contract").

**WHEREAS**, the purpose of this Amendment is to exercise the first of two optional one-year extensions, extending term from July 8, 2023 through July 8, 2024; and

**WHEREAS**, the Contract language is amended to include provisions tailored to the Executive Office (EO) of the Board of Supervisors; and

**WHEREAS**, this Amendment is prepared according to the provisions set forth in Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Subparagraph 8.1, Amendments in the Contract.

**NOW THEREFORE**, effective upon the signature of all parties hereto, the Contract is amended as set forth below.

- 1. This Amendment shall commence and be effective upon full execution.
  - (i) <u>Defined Terms Incorporated</u>. Capitalized terms used but not defined herein shall have the meanings given to them in the Contract.
  - (ii) <u>Amendment to Sub-Paragraph 4.2 of the Contract</u>. Sub-Paragraph 4.2 of the Contract is hereby amended and restated in its entirety to read as follows:
    - 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5)

Enclosure A
Amendment One
Contract No. 2020-002
As-Needed Historical Document Preservation and Imaging Services

years. Each such extension option may be exercised at the sole discretion of the Office of the Assessor ("Assessor").

The Assessor exercised the first of these two (2) additional one (1) year periods in order to extend the Contract term from July 8, 2023 through July 8, 2024. The remaining extension option is for one (1) additional one (1) year period.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including a determination of whether the County will exercise a contract term extension option.

- (iii) <u>Amendment to Sub-Paragraph 5.5.5 of the Contract</u>. Sub-Paragraph 5.5.5 of the Contract is hereby amended and restated in its entirety to read as follows:
  - 5.5.5 All invoices under this Contract shall be submitted via email and in two (2) copies to the following addresses:

Contractor's tasks, deliverables, services, and other work related to:

Office of the Assessor
383 Kenneth Hahn Hall of Administration
500 West Temple Street, Room 304
Los Angeles, CA 90012
Attention: Accounting
(213) 974-3129
AAcctPay@assessor.lacounty.gov

Contractor's task, deliverables, services, and other work related to:

Executive Office
Board of Supervisors

383 Kenneth Hahn Hall of Administration
500 West Temple Street, Room 383
Los Angeles, CA 90012
Attention: Angel Ortega
(213) 974-2787
AOrtega@bos.lacounty.gov

(iv) <u>Amendment to Exhibit A (Statement of Work)</u>. Exhibit A (Statement of Work) is amended to include Exhibit A.1 as set forth in Attachment I hereto, which attachment is incorporated herein.

Enclosure A
Amendment One
Contract No. 2020-002
As-Needed Historical Document Preservation and Imaging Services

(v) <u>Amendment to Exhibit E (County's Administration)</u>. Exhibit E (County's Administration) is amended to include Exhibit E.1 as set forth in Attachment II hereto, which attachment is incorporated herein.

EXCEPT AS PROVIDED FOR IN THIS AMENDMENT ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.



# As-Needed Historical Document Preservation and Imaging Services

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment:

		COUNTY OF LOS ANGELES
		By:
		CONTRACTOR KOFILE TECHNOLOGIES, INC.
		Rve
		By: Signature
		Printed Name
		Title
DAWY	OVED AS TO FORM: 'N HARRISON	
Count	y Counsel	
Ву:		
	Jason Carnevale,	
	Deputy County Counsel	

Amendment One Contract No. 2020-002 As-Needed Historical Document Preservation and Imaging Services Attachment I Exhibit A.1

# **EXHIBIT A.1**

# STATEMENT OF WORK

# AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES

**County of Los Angeles Board of Supervisors** 

Exhibit A.1

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# STATEMENT OF WORK (SOW)

#### 1.0 SCOPE OF WORK

The Los Angeles County Board of Supervisors (County) is the governing body of the County of Los Angeles with a unique function of serving as the executive and legislative head of the largest and most complex county government in the entire United States. The Executive Office of the Board of Supervisors (BOS) is responsible for administering a variety of functions on behalf of the Board, which include publishing the Board's weekly agenda and Statement of Proceedings, maintaining official records (which date back to the 1850s), and providing administrative, accounting, procurement, personnel, payroll, facility management and technological services to various County commissions, committees and task forces, such as the Office of the Inspector General, the Civilian Oversight Commission, the Office of Child Protection, the Conflict of Interest/Lobbyist Registration and the Assessment Appeals Board. The Board of Supervisors would like to leverage the existing As-Needed Historical Document Preservation and Imaging Services Agreement with the Los Angeles County Assessor's Office for as-needed document digitization services.

This Statement of Work (SOW) provides the specifications and requirements for Contractor to convert a large collection of records to be digitized and indexed as further detailed in Section 10.0. The images will be provided as text searchable bi-tonal PDF-A files with an accompanying XML file containing the index data.

Documents will be boxed by the County and made available for pickup at the County loading dock area. All documents are standard letter/legal size or smaller and in good condition and require minimal preparation to scan. Documents will be put back in the same order they were found but staples, paperclips, and bindings will not be replaced. Items will be imaged as duplex to capture front and back side of pages.

Prior to scanning, Contractor shall create an inventory log and provide box labels to the County with QR codes to track each box through all phases or production from pickup to return.

The County shall provide a read-only copy of their database to validate index fields. The Contractor shall index 6 fields where applicable (Application Number, AIN/Parcel Number, Applicant's First and Last Name, Company, Agent's First and Last Name, Agency).

The County shall schedule a project kick-off meeting to establish project leaders and communication protocols as well as scheduling and reporting requirements.

The Contractor shall provide all technology, personnel, and supplies to prepare and digitize the records.

The Contractor shall produce a proof-of-quality deliverable of which the acceptance thereof by the County will be considered the start date of actual production.

Exhibit A.1

As-Needed Historical Document Preservation and Imaging Services

The Contractor shall prepare documents by removing staples and paperclips and temporary bindings, such as coil, comb, or velo binding.

The Contractor will scan each page, double-sided, rendering 300 dpi grayscale images.

The Contractor shall transform the images rendering test-searchable 300 dpi bi-tonal PDF-A images.

The Contractor shall index 6 fields, where applicable, for each document:

- a. Application Number (Unique Key)
- b. AIN or Parcel Number
- c. Applicant's Name (First and Last Name)
- d. Company
- e. Agent's Name (First and Last Name)
- f. Agency

The Contractor shall make pickups and/or deliveries at least once per month.

The County will sign off as to acceptance of the proof-of-concept deliverable prior to start of full production.

The County will provide a read-only copy of their database for index validation.

The County will be available to answer any questions that may arise during the course of the project.

# 2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 The County reserves the right to add/delete specific tasks related to the document digitization project which does not materially affect the scope of work, term, contract sum, or payment under the Contract.
- 2.2 The County may, on reasonable notice, add or delete County departments and locations.
- 2.3 All changes must be made in accordance with Sub-paragraph 8.1 (Amendments) of the Contract.

#### 3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan and Security Plan to assure the County a consistently high level of service throughout the term of the Contract. Both Plans shall be submitted to the County Project Manager for review and approval prior to beginning work under the Contract. The plans shall include, but may not be limited to the following:

# 3.1 QUALITY CONTROL PLAN

# 3.1.1 Monitoring

The Contractor must include its method for monitoring the number of documents picked up, the number of documents prepared for imaging, the number of pages imaged, and the number of documents returned. All materials are to be returned to the County in the format in which they were received.

## 3.1.2 Data Integrity, Accuracy and Image Clarity

The Contractor shall describe its methods for maintaining the integrity and accuracy of the data imaged and assuring the clarity of the scanned images. Any and all images that require rescanning in order to improve quality are to be rescanned at no additional cost to the County. The Contractor shall also describe its method for maintaining the integrity of older, fragile documents in order to avoid any damages or destruction of the documents.

# 3.1.3 Exception Report

The Contractor shall describe and include a sample of its Exception Report that identifies, lists, and explains each document that was not successfully scanned or indexed or otherwise failed the Contractor's internal quality control process.

#### 3.1.4 Problem Correction Report

A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

#### 3.1.5 Contact Personnel

The Contractor shall provide the County with the names of the personnel responsible for resolving corrective actions.

#### 3.2 SECURITY PLAN

The Contractor's Security Plan will explain the procedures to be used to prevent loss, theft, or unauthorized access to County data, documents, and microfiche. The Contractor's Security Plan must also describe how the Contractor will prevent the intermingling of County boxes with the boxes of other customers throughout the storage, document preparation, scanning and indexing, and quality assurance processes. The Contractor shall also explain what procedures shall be in place should any documents become damaged, lost, and/or stolen.

#### 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.15 (County's Quality Assurance Plan) of the Contract.

# 4.1 Meetings

The Contractor is required to attend any meetings, either in person or by conference call, scheduled by the County or the County and the Contractor.

# 4.2 Contract Discrepancy Report (SOW Exhibit 1)

- 4.2.1 Verbal notification of a contract discrepancy will be made to the County Contract Project Monitor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.
- 4.2.2 The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

# 4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 5.0 INTENTIONALLY OMITTED

## 6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

## COUNTY

#### 6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6 (Administration of Contract – County). Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8 (Standard Terms and Conditions), Sub-paragraph 8.1 (Amendments).

#### 6.2 Furnished Items

The County shall provide the Contractor, documents to be imaged. The documents will be provided in their existing bindings and may require removal of staples, paperclips, and temporary bindings such as but not limited to coil, comb, or velo binding. All documents will be provided in boxes labeled with BOS's address, pick up date, box number, a brief description of the contents and the number of documents contained in the box. Inside each box will be an inventory sheet identifying the documents.

# CONTRACTOR

# 6.3 Project Manager

- 6.3.1 The Contractor shall provide a full-time Project Manager or designated alternate. The County must have access to the Contractor's Project Manager or designated alternate via landline, cell phone or email during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contractor's Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.
- 6.3.2 The Contractor's Project Manager or designated alternate shall act as a central point of contact with the County.
- 6.3.3 The Contractor's Project Manager or designated alternate must demonstrate at least five (5) years of experience supervising/managing a historical document preservation and imaging operation similar in scope, size, and complexity as the County's requirements.
- 6.3.4 The Contractor's Project Manager or designated alternate shall notify the County Project Manager immediately when a delay of any type is anticipated.
- 6.3.5 The Contractor's Project Manager or designated alternate shall work with the County Project Manager to resolve any deficiencies before a problem occurs.
- 6.3.6 The Contractor's Project Manager or designated alternate shall promptly respond to all calls and/or reports regarding the Contractor's performance.
- 6.3.7 The Contractor's Project Manager or designated alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Manager or designated alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.3.8 Prior to starting work under the Contract, the Contractor shall prepare an updated written project plan which shall detail all tasks, schedules, and deliverables, including timetable of batch completion, any project risks and risk mitigation measures, and will be reviewed by the County against the information submitted in the Request for Proposal (RFP). The County Project Director and County Project Manager must review and approve the

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Contractor's Plan prior to the Contractor beginning work under the Contract. All changes and modifications to the Plan shall be reviewed and approved by the County Project Director and County Project Manager.

#### 6.4 Personnel

- 6.4.1 The Contractor shall assign a sufficient number of employees to perform the required work with at least one (1) year of experience providing historical document preservation and imaging services equivalent or similar to the services identified in this SOW. At least one (1) employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.
- 6.4.2 The Contractor shall provide one (1) of its officers or employees to be the key contact person between the County and the Contractor on matters relating to production and billing that shall be available by telephone contact Monday through Friday from 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.
- 6.4.3 The Contractor's personnel including, but not limited to, Contractor's Project Manager and/or designated alternate, shall be competent and responsible enough to handle sensitive materials and perform confidential duties, and shall perform all work hereunder in a professional, workmanlike manner.
- 6.4.4 The Contractor's personnel shall be courteous and neat in appearance at all times.
- 6.4.5 Any Contractor's personnel who drives a vehicle in performance of contract operations shall maintain a valid California driver's license for that vehicle class during the term of the Contract.
- 6.4.6 The Contractor shall be required to background check their employees as set forth in Paragraph 7 (Administration of Contract Contractor), Subparagraph 7.5 (Background and Security Investigations) of the Contract.

# 6.5 Uniforms/Identification Badges

- 6.5.1 The Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 6.5.2 The Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7 (Administration of Contract Contractor), Subparagraph 7.4 (Contractor's Staff Identification) of the Contract.

# 6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

# 6.7 Training

- 6.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 All Contractor employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

#### 6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.** 

#### 7.0 HOURS/DAY OF WORK

Hours of services shall be primarily performed within the 8:00 a.m. to 5:00 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the County Project Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day Labor Day

Martin Luther King, Jr. Day Indigenous People's Day

Presidents' Day
Cesar Chavez Day
Memorial Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving

Independence Day Christmas Day

#### 8.0 WORK SCHEDULES

8.1 The Contractor shall submit for review and approval its work schedule for each facility to the County Project Manager within ten (10) working days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

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8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

#### 9.0 UNSCHEDULED WORK

- 9.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contractor shall contact the County Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. The Contractor shall submit an invoice to the County Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. The Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

#### 10.0 SPECIFIC WORK REQUIREMENTS

All work orders and invoices must clearly state which Board of Supervisors' staff requested work.

- 10.1 The Contractor shall convert a large collection of records to be digitized and indexed. The images will be provided as text searchable 300 dpi bi-tonal PDF-A files with an accompanying XML file containing the index data.
- 10.2 The County shall box documents and make them available for pickup at the County loading dock area. All documents are standard letter/legal size or smaller and in good condition and require minimal preparation to scan. The Contractor shall put all documents back in the same order they were found but staples, paperclips, and bindings will not be replaced. Items will be imaged as duplex to capture front and back side of pages.

As-Needed Historical Document Preservation and Imaging Services

Attachment I Exhibit A.1

- 10.3 The Contractor shall, prior to scanning, create an inventory log and provide box labels to the County with QR codes on them to track each box through all phases or production from pickup to return.
- 10.4 The County shall provide a read-only copy of their database to validate index fields.
- 10.5 The County shall schedule a project kick-off meeting to establish project leaders and communication protocols as well as scheduling and reporting requirements.
- 10.6 The Contractor shall provide all technology, personnel, and supplies to prepare and digitize the records.
- 10.7 The Contractor shall produce a proof-of-quality deliverable of which the acceptance thereof by the County will be considered the start date of actual production.
- 10.8 The Contractor shall prepare documents by removing staples and paperclips and temporary bindings, such as coil, comb, or velo binding.
- 10.9 The Contractor shall scan each page, double-sided, de-skew and rotate images, remove lines and de-speckle as necessary. All images should be clear and readable.
- 10.10 The Contractor shall index 6 fields, where applicable, for each document:
  - a. Application Number (Unique Key)
  - b. AIN or Parcel Number
  - c. Applicant's Name (First and Last Name)
  - d. Company
  - e. Agent's Name (First and Last Name)
  - f. Agency
- 10.11 The Contractor shall make pickups and/or deliveries at least once per month.
- 10.12 The County shall sign off as to acceptance of the proof-of-concept deliverable prior to start of full production.
- 10.13 The County shall be available to answer any questions that may arise during the course of the project.

# 11.0 GREEN INITIATIVES

- 11.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 The Contractor shall notify County Project Manager of Contractor's new green initiatives prior to the contract commencement.

Amendment One Contract No. 2020-002 As-Needed Historical Document Preservation and Imaging Services Attachment I Exhibit A.1

# 12.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) chart, Exhibit 2, lists the required services that will be monitored by the County during the term of the Contract.

- 12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.
- 12.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Contract, and for which the Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Contract section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).

# **SPECIFIC WORK REQUIREMENTS**

The Contractor shall convert the following *paper-based* documents to digital images that conform to Adobe PDF/A-1 specification at 300 DPI, bi-tonal, excluding blank pages. The images must contain Metadata stream that conforms to the XMP specification to uniformly describe the digital image files as detailed below; and the images (typed) shall also be ran through an Optical Character Recognition (OCR) engine to create text searchable documents:

Estimated high-level inventory of the artifacts to be digitized and indexed and will return as per project guidelines.

Document Types	Application Count	Avg Pages Per Case	Total Pages
Appeals Application-Unscheduled cases	6,440	6	38,640
Appeals Applications	7,287	6	43,722
Appeals Application- previously Scheduled with Evidence	6,399	14	89,586
Finalized cases incl. closed cases, 5 years retention	101,116	14	1,415,624
Estimates provided by client	121,242	varies	1,587,572

The County will notify Contractor of any defect that requires remediation.

All quantities are estimates and Contractor shall invoice for actual quantities digitized.

# **CONTRACT DISCREPANCY REPORT**

10:		
FROM:		
DATES:	Prepared:	
	Returned by Contractor:	
	Action Completed:	
DISCREPA	NCY PROBLEMS:	
Signati	ure of County Representative	Date
J.g	and or occarry, respressionalities	2.00
CONTRACT	FOR RESPONSE (Cause and Corrective Action):	
Signatu	re of Contractor Representative	Date
COUNTY E	VALUATION OF CONTRACTOR RESPONSE:	
Signatu	re of Contractor Representative	Date
COUNTY A	CTIONS:	
	FOR NOTIFIED OF ACTION:	
	resentative's Signature and Date	
Contractor F	Representative's Signature and Date	

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This attachment lists the required services which will be monitored by the County during the term of the Contract. Listed are the required standard of service, method of maintaining compliance, and action to be taken for exceeding the allowable standard.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 3.2 – Security Plan	Contractor to maintain a secure work environment at all times.	Inspection and Observation	\$100 per occurrence
SOW: Paragraph 10.0 – Specific Work Requirements	Clarity of characters, image sharpness, resolution of 300 DPI, complete image face up and readable.	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
SOW: Paragraph 10.0 – Specific Work Requirements	De-skew, remove lines, de- speckle, sharpness	Verify and monitor	CDR sent and request for corrective action.

# **COUNTY'S ADMINISTRATION**

CONTRACT NO.	2020-002	_	
COUNTY PROJE	ECT DIRECTOR:		
Name:	Jennifer Tran		
Title:	Deputy Executive Officer		<u>-</u>
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	Los Angeles, CA 90012		
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E-Mail Address:	JETran@bos.lacounty.	gov	
COUNTY PROJE	ECT MANAGER:		
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Title:	Project Manager		
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Telephone:	(213) 893-0038	_Facsimile:	N/A
E-Mail Address:	JValles@bos.lacounty.	gov	
COUNTY CONTI	RACT PROJECT MONITOR:		
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