



COUNTY OF LOS ANGELES

REGISTRAR-RECORDER/COUNTY CLERK

12400 IMPERIAL HWY. – P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

CONNY B. McCORMACK

Registrar-Recorder/County Clerk

December 20, 2005

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:

**AMENDMENT TO INCREASE FUNDING FOR CONTRACT NUMBER 75002
WITH BROWN'S RIVER BINDERY, INC. FOR
RESTORATION AND REPAIR OF COUNTY RECORDS INDEX BOOKS
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Amendment (Amendment) to Contract Number 75002 (Agreement) with Brown's River Bindery, Inc. to (i) increase the total Contract Sum under the Agreement to \$1,500,000 to allow for the continuation of restoration and repair services (Services) to the County's Vital Records Index Books (VRIBs), and (ii) extend the Services to County's Real Property Records Index Books (RPRIBs).
2. Authorize the Registrar-Recorder/County Clerk, or her designee, to annually assess and identify any available funds from the Recorder Vital and Health Statistics Trust Fund for the provision of Services to the County's VRIBs and encumber any available funds each fiscal year for the duration of the Agreement term including renewal option years if exercised.
3. Authorize the Registrar-Recorder/County Clerk, or her designee, to annually assess and identify any available funds from the Recorder Improvement Trust Fund for the provision of Services to the County's RPRIBs and encumber any available funds each fiscal year for the duration of the Agreement term including renewal option years if exercised.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to continue funding the restoration and repair of the County's VRIBs and RPRIBs (hereinafter referred to collectively as the Index Books). Board approval of the recommended action will provide for continued Services under the Agreement through the current Agreement term ending June 30, 2007 and two (2) renewal option years ending June 30, 2009, if exercised.

The Agreement initially identified and provided funding for restoration and repair of 200 VRIBs. As a result of the overwhelming success of the initial restoration and repair project, and consistent with your Board's concerns with County records management, the Registrar-Recorder/County Clerk (RR/CC) seeks Board approval to continue with the project. The RR/CC exercised the Board's delegated authority to modify the Agreement to increase the Contract Sum by \$15,000 under Amendment Number One, and by an additional \$45,000 under Amendment Number Two, resulting in a total overall Contract Sum of \$260,000.

The RR/CC has exhausted the delegated authority granted when the Agreement was originally approved by your Board, and now requires Board approval to amend the Agreement to increase the total Contract Sum thereunder to \$1,500,000. This increase in the contract sum will provide additional funding for (i) the continuation of Services to the VRIBs and (ii) the extension of Services to the RPRIBs. Your Board's approval of this Amendment will allow the RR/CC to identify and encumber available funds from the Recorder Vital and Health Statistics Trust Fund and the Recorder Improvement Trust Fund (such funds shall be hereinafter collectively referred to as the Recorder Trust Funds) on an annual basis to continue the provision of Services for the duration of the Agreement term, including option years if exercised. The Recorder Trust Funds are funded by statutory fees assessed on copies of Vital Records and Real Property recordings and specifically allow the funds to be used for these Services.

Implementation of Strategic Plan Goals:

This request supports the County strategic Plan as follows:

Goal No. 1: Service Excellence: Provide the public with easy access to quality information and services that are both beneficial and responsive. Under this Amendment, the County will be provided with continued repair and restoration services for the County's Index Books to help ensure essential information is preserved for use by current and future generations.

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. Under this Amendment, the public will be provided with another search tool in their quest for related information. Even in this day of computer technology, the Index Books are heavily used by the public.

FISCAL IMPACT/ FINANCING:

The RR/CC has identified \$400,000 from the Recorder Trust Funds in the Fiscal Year (FY) 2005-06 budget for the Services. This Amendment will also allow the Registrar-Recorder/County Clerk, or her designee, to budget funds for each fiscal year of the term of the Agreement, provided that funds from the Recorder Trust Funds are available for this purpose. Since the needs of the RR/CC vary and the use of Recorder Trust Funds are specific, the RR/CC anticipates that it may allocate as much as \$200,000 or more annually for the provision of Services, contingent upon availability of funds. As a result, funds will be identified and budgeted annually by the RR/CC for the provision of Services under the Agreement. Your Board will be notified and your Board's further approval sought to further amend the Agreement if the total overall Contract Sum should exceed \$1,500,000.

The Contractor has agreed to maintain the hourly labor rate set forth in the current Agreement. The cost of materials necessary for the provision of Services under the Agreement (binders, mylar envelopes, etc.) is expected to increase slightly commensurate with the extra large size of the RPRIBs. The cost of materials is stated in Exhibit B1 of this Amendment and will remain a firm-fixed price for the Agreement term including option years if exercised. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Your Board is authorized to approve this Amendment pursuant to Government Code Section 31000.

Your Board adopted the original Agreement with Brown's River Bindery, Inc. on June 29, 2004. Brown's River Bindery, Inc. provides all labor, supplies, and support equipment required to perform the specified services. The Agreement term is for three years with two one-year renewal options. The Agreement will expire on June 30, 2007 or June 30, 2009 if both renewal options are exercised. RR/CC is seeking Board approval for the additional spending authority to continue the provision of services under the Agreement.

The Department of the Registrar-Recorder/County Clerk (RR/CC) is required to maintain vital records pursuant to Section 27322.2 of the Government Code, and is responsible for recording and maintaining legal documents pertaining to real property ownership, birth, death, and marriage records for the County of Los Angeles. These public records provide historical data of vital importance to the County and the public at large, and are cataloged in the Index Books, which are maintained in loose leaf form in record binders with canvas hard covers. The VRIBs are stored flat on roller shelves. The RPRIBs are stored flat on roller shelves as well as upright in tab modular shelving and housed in the RR/CC Headquarters facility basement.

Under this Amendment, the Scope of Work will be extended to include services to County's RPRIBs, but will otherwise remain unchanged. The billable units under the Agreement are a firm-fixed price. The Agreement does not contain a Cost of Living Adjustment (COLA) provision. This Amendment also revises the Contractor Responsibility and Debarment provision of the Agreement to reflect the recent changes adopted by your Board.

The Chief Administrative Office has reviewed and approved this Board Letter. County Counsel has reviewed and approved as to form the attached Amendment Number Three.

CONTRACTING PROCESS:

There is no additional contracting process associated with this recommendation.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended Amendment will allow the RR/CC to continue with services to repair and restore severely damaged Index Books which are critical to the County's public records archive.

The County currently has over 30,000 Index Books. Hundreds are in very poor condition with broken or missing metals, worn and torn coverings, exposed boards, and missing spines, resulting in difficulty in identifying the corresponding years and letter categories. The Index Books consist of original handwritten log sheets, many of which include amendments thereto consisting of additional handwritten information that was logged in at a later time. The log sheets now bear the signs of acidic paper that has undergone decades of heavy use and which is now rapidly deteriorating.

Approval of this Amendment will halt the rapid deterioration of the Index Books by providing professional paper conservation repair and restoration services and will preserve the Index Books for use by current and future generations. The RR/CC does not have the capabilities to perform the needed repair and restoration services in-house.

The County will reap an additional benefit from the Services in that once the original documents are repaired and restored, these documents can be copied to an electronic media form for safe-guarding and preservation, thereby avoiding the loss of hundreds of years of essential records, as recently occurred in New Orleans as a result of the impacts of Hurricane Katrina.

CONCLUSION

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

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

Attention: Ngozi Ume
Head, Management Services

Respectfully submitted,

Handwritten signature of Conny B. McCormack in cursive script, followed by a diagonal slash and the letters 'sub'.

CONNIE B. McCORMACK
Registrar-Recorder/County Clerk

CBM:NU:co

Attachment (1)

c: Chief Administrative Officer
County Counsel

**AMENDMENT NUMBER THREE
TO CONTRACT NUMBER 75002
BETWEEN COUNTY OF LOS ANGELES AND BROWN'S RIVER BINDERY, INC.
FOR RESTORATION AND REPAIR OF
VITAL RECORDS INDEX BOOKS**

This Amendment Number Three (the "Amendment") to Contract Number 75002 dated June 29, 2004 (the "Agreement") by and between the County of Los Angeles ("County"), and Brown's River Bindery, Inc. ("Contractor") is made and entered into this ____ day of _____, 2005.

WITNESSETH

WHEREAS, the Agreement was originally entered into and approved by the County's Board of Supervisors on June 29, 2004;

WHEREAS, under that certain Amendment Number One dated March 4, 2005, the Contract Sum set forth in Subparagraph 5.2 of the Agreement was increased to \$215,000;

WHEREAS, under that certain Amendment Number Two dated October 7, 2005, the Contract Sum set forth in Subparagraph 5.2 of the Agreement was further increased to \$260,000.

WHEREAS, County wishes to continue to obtain, and Contractor wishes to continue to provide, restoration and repair services for the County's Vital Records Index Books under the Agreement;

WHEREAS, County wishes to obtain, and Contractor wishes to provide, restoration and repair services for the County's Real Property Records Index Books (the County's Vital Records Index Books and Real Property Records Index Books are hereinafter collectively referred to as the "Index Books") under the Agreement; and

WHEREAS, this Amendment is made pursuant to Section 8.4 (CHANGE NOTICE AND AMENDMENTS) of the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the Agreement, as previously amended, is hereby further amended as follows:

1. Paragraph 1.0 (APPLICABLE DOCUMENTS) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Paragraph 1.0 to read as follows:

"1.0 APPLICABLE DOCUMENTS

This base document along with Exhibits A, A1, A2, B, B1, C, D, E, F, G, H1, H2, I, J, K, L, M, N, O and P and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as this "Contract." This Contract shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Contract.

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

EXHIBIT A	Statement of Work
EXHIBIT A1	Performance Requirement Summary
EXHIBIT A2	Contract Discrepancy Report
EXHIBIT B	Pricing Schedule
EXHIBIT B1	Pricing Schedule – Real Property Records Index Books
EXHIBIT C	County's Administration
EXHIBIT D	Contractor's Administration
EXHIBIT E	Certification of Independent Price Determination (Form 1)
EXHIBIT F	Equal Employment Opportunity (EEO) Certification (Form 5)
EXHIBIT G	Community Business Enterprise (CBE) Form (Form 6)
EXHIBIT H1	Contractor Employee Acknowledgement and Confidentiality Agreement
EXHIBIT H2	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
EXHIBIT I	Familiarity of the County Lobbyist Ordinance Certification (Form 7)
EXHIBIT J	Internal Revenue Notice 1015
EXHIBIT K	Jury Service Program Certification
EXHIBIT L	Los Angeles County Jury Service Program Ordinance
EXHIBIT M	Attestation of Willingness to Consider GAIN/GROW Participants (Form)
EXHIBIT N	Safely Surrendered Baby Law
EXHIBIT O	Local Small Business Enterprise Preference Program
EXHIBIT P	Non-Employee Injury Report

The words "herein", "hereof", and "hereunder" and words of similar import used in this Contract refer to this Contract, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural. Whenever examples are used in this

Contract with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting."

2. Paragraph 3.0 (SCOPE OF WORK) of Exhibit A (Statement of Work) to the Agreement is hereby deleted in its entirety and shall be replaced with a new Paragraph 3.0 to read as follows:

"3.0 SCOPE OF WORK

The scope of work provides for the restoration, repair and preservation of the County's Vital Records Index Books and Real Property Records Index Books (the County's Vital Records Index Books and Real Property Records Index Books are hereinafter collectively referred to as the "Index Books"). The work involves the removal of harmful materials, mending, paper de-acidification, page encapsulation and book binding. Herein provided are the specifications and performance requirements for the services."

3. Subparagraph 5.1 of Paragraph 5.0 (CONTRACT SUM) of the Contract is hereby deleted in its entirety and shall be replaced with a new subparagraph 5.1 to read as follows:

"5.1 County and Contractor agree that this is a firm-fixed price Contract. During the term of this Contract, County shall compensate Contractor for the services set forth in *Exhibit A, Statement of Work*, and at the rate of compensation set forth in *Exhibit B, Pricing Schedule* or *Exhibit B1, Pricing Schedule -- Real Property Records Index Books*, as the case may be."

4. Subparagraph 5.2 of Paragraph 5.0 (CONTRACT SUM) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Subparagraph 5.2 to read as follows:

"5.2 The total amount payable under this Contract is One Million Five Hundred Thousand Dollars (\$1,500,000)(such amount is hereinafter referred to as the "Contract Sum").

5. Subparagraph 5.5.1 of Paragraph 5.0 (CONTRACT SUM) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Subparagraph 5.5.1 to read as follows:

"5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall

be as provided in *Exhibit B - Pricing Schedule* for services provided in connection with Vital Records Index Books and *Exhibit B1 – Pricing Schedule - Real Property Records Index Books* for services provided in connection with Real Property Records Index Books, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work."

6. Subparagraph 5.5.2 of Paragraph 5.0 (CONTRACT SUM) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Subparagraph 5.5.2 to read as follows:

"5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule* for services provided in connection with Vital Records Index Books and *Exhibit B1 – Pricing Schedule – Real Property Records Index Books* for services provided in connection with Real Property Records Index Books."

7. Subparagraph 8.12 (CONTRACTOR RESPONSIBILITY AND DEBARMENT) of Paragraph 8.0 (TERMS AND CONDITIONS) of the Agreement is hereby deleted in its entirety and shall be replaced with a new subparagraph 8.12 to read as follows:

"8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

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

If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of

the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors."

8. Except as otherwise provided under this Amendment Number Three, the Agreement, as previously amended, shall remain unchanged and in full force and effect.

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**AMENDMENT NUMBER THREE TO CONTRACT NUMBER 75002
BETWEEN COUNTY OF LOS ANGELES AND BROWN'S RIVER BINDERY, INC.
FOR RESTORATION AND REPAIR OF VITAL RECORDS INDEX BOOKS**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Three to Contract Number 75002 to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and Contractor has caused this Amendment Number Three to Contract Number 75002 to be subscribed on its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor.

COUNTY OF LOS ANGELES

ATTEST:

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

By _____
Chair, Board of Supervisors

By _____

BROWN'S RIVER BINDERY, INC.

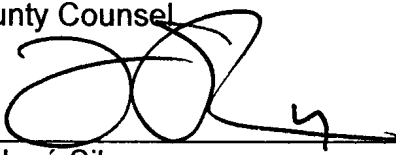
By _____

Name CHARLES REMMEY

Title PRESIDENT

Tax ID # 03-0295010

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
José Silva
Principal Deputy County Counsel

Pricing Schedule - Real Property Index Books

The unit pricing listed below shall be a not to exceed amount. It is understood that each specific item will vary in cost due to size and state of deterioration. The numbers listed below shall be used for proposal evaluation purposes. The prices listed below represents a realistic proposal price based on a thorough review and understanding of the Statement of Work.

TASK	PROCESSING TIME	COST	Comments
Evaluation of each item and recording on Treatment Report	0.5 hours	\$30.00	
Dismantling	0.4 hours	\$24.00	
Colating un-numbered document	0.6 hours	\$36.00	
Tape removal	0.6 hours	\$36.00	
Staple removal	N/A	N/A	
Surface Cleaning	0.5 hours	\$30.00	
Trimming	N/A	N/A	
Mending tears	2.2 hours	\$132.00	
Re-covering	N/A	N/A	
Alkalizing			
Deacidification	1.3 hours	\$78.00	
Page encapsulation	1.8 hours	\$108.00	
Assembly into binders	0.6 hours	\$36.00	
Quality Control check	1.1 hours	\$66.00	
Final documentation	0.9 hours	\$54.00	
Packing	0.5 hours	\$30.00	
Other costs not listed above:			
Binders	2 @ \$125.00 each	\$250.00	
Polyester envelopes	276 @ \$0.97 each	\$267.72	
Labor rate per hour	\$60.00		Labor rate x processing time = cost
MATERIALS	UNIT	COST	
Packing supplies	\$9.00		
Shipping & Insurance	N/A		
Acid-free paper	\$8.00		
Japanese tissue	\$17.00		
Ethyl Cellulose adhesive	\$3.00		
Wei T'o solution or magnesium oxide for non water soluble inks	\$60.00		

Example used: General Index #727 Grantors 1930, Whi-Wz: \$1,274.72

Brown's River Book Bindery, Inc.
Contract #75002
Amendment Number Three