



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE  
OPERATIONS CLUSTER**

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** September 29, 2016  
**TIME:** 1:00 p.m.  
**LOCATION:** Kenneth Hahn Hall of Administration, Room 830

**AGENDA**

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting. Three (3) minutes are allowed for each item.

1. Call to order – James Blunt / Gevork Simdjian
  - A) **Board Letter – APPROVE CHILD CARE SALARY/RETENTION INCENTIVE (AB 212) CONTRACT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION**  
CEO SIB – Harvey Kawasaki or designee(s)
  - B) **Board Letter – NONELECTIVE ANNUAL LEAVE AND ELECTIVE ANNUAL LEAVE ACCRUALS FOR Z-ITEM EMPLOYEES AND UPDATE OF DEFINITIONS AND PAID LEAVES OF ABSENCE FOR NONELECTIVE ANNUAL LEAVE**  
CEO Benefits/Comp – Maryanne Keehn or designee(s)
  - C) **Board Letter – APPROVE AMENDMENT NUMBER EIGHT TO INCREASE CONTRACT SUM ON CONTRACT NUMBER 77073 WITH KOFILTECHNOLOGIES, INC. FOR RESTORATION AND REPAIR OF COUNTY RECORDS INDEX BOOKS**  
RR/CC – Dean Logan or designee(s)
2. Public Comment
3. Adjournment



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

SACHI A. HAMAI  
Chief Executive Officer

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

October 18, 2016 (Draft: September 12, 2016)

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:

**APPROVE CHILD CARE SALARY/RETENTION INCENTIVE (AB 212) CONTRACT FROM  
THE CALIFORNIA DEPARTMENT OF EDUCATION  
(ALL DISTRICTS AFFECTED)  
(3-VOTES)**

**SUBJECT**

Approve the annual contract from the California Department of Education (CDE) to continue implementation of the Investing in Early Educators Stipend Program ("Stipend Program"). The Stipend Program provides cash stipends to eligible early educators working directly with children in CDE-contracted child care and development programs and other qualifying programs, and who complete at least one three-unit class in child development leading to a degree. The contract amount for Fiscal Year (FY) 2016-17 is \$3,078,883.

**JOINT RECOMMENDATION WITH THE CHILD CARE PLANNING COMMITTEE THAT THE BOARD:**

1. Approve and instruct the Chair to sign in blue ink three original copies of the attached contract (Attachment A) with the CDE for the Child Care Salary/Retention Incentive program for FY 2016-17. This contract continues funding for the local Stipend Program for FY 2016-17 in the amount of \$3,078,883. The Office of Child Care within the Service Integration Branch of the Chief Executive Office (CEO) administers this contract on behalf of the Child Care Planning Committee (Planning Committee).
2. Adopt the attached Resolution (Attachment B) to authorize the Chief Executive Officer (CEO), or her designee to act as the agent for the County to execute the State and Federal Certifications regarding lobbying, debarment, suspension, and a drug-free workplace, as well as any amendments that may be deemed necessary to implement this contract.

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3. Authorize the CEO or her designee to prepare and execute any and all documents as may be necessary to implement this contract. Approval as to form will be obtained by County Counsel prior to executing any amendments.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Office of Child Care has administered the Child Care Retention/Stipend Incentive program (Attachment C) under this contract with CDE since FY 2001-02. The purpose of this program, known locally as the Investing in Early Educators Stipend Program ("Stipend Program"), is to improve the retention and academic achievement of persons working with children in qualifying child care and development centers and family child care homes.

### **Implementation of Strategic Plan Goals**

The Stipend Program contributes to the County's efforts to achieve Strategic Plan Goal 2: Community Support and Responsiveness and Goal 3: Integrated Services Delivery. The Stipend Program is designed to enhance the quality of child care and development programs by promoting the professional development and educational attainment of teachers and providers working in centers and family child care homes in which most of the children are subsidized by the State. A well-educated and trained workforce contributes to the overall well-being of the child and strengthens families in partnership with community resources inclusive of health, mental health and social services.

### **FISCAL IMPACT/FINANCING**

Approval of this CDE contract will provide a total of \$3,078,883 for the continued operation of the Stipend Program. Funding is included in the CEO FY 2016-17 Adopted Budget. All costs associated with this contract are fully covered by funding from CDE at no County cost.

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

Assembly Member Dion Aroner introduced Assembly Bill (AB) 212 (Chapter 57) for the purposes of addressing the low salaries and high turnover rates in CDE-contracted child care and development programs. The bill was signed into law in 2000 and funding to implement the legislation was included in the 2000-01 State Budget. Los Angeles County launched the Stipend Program in FY 2001-02.

In 2005, the County of Los Angeles sponsored AB 1285 (Chapter 650), authored by Assembly Member Cindy Montañez. This legislation was successful and granted a waiver to the Los Angeles County Stipend Program to expand the pool of participants beyond persons working in CDE-contracted child care and development centers. As a result of AB 1285, participants include:

- Teachers in non-CDE-contracted centers serving a majority of state subsidized children; and

- Family child care providers who participate in a CDE-contracted Family Child Care Home Education Network or serve a majority of state-subsidized children.

The waiver became effective in January 2006. As a result of the 2010 Budget Trailer Bill, the extension continues throughout the life of the program. The contract before the Board will support the continued operation of the Stipend Program through FY 2016-17.

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

During FY 2015-16, 1,540 persons working directly with children in child care and development programs serving low-income families in Los Angeles County completed at least one three-semester unit college course and received a cash stipend. Eighty nine percent of the participants worked in a center-based program, while 11 percent were family child care providers. Stipend payments totaled \$2,774,600 and were paid directly to persons working in the programs.

In addition, the Stipend Program awarded graduation stipends to persons earning a degree in child development as follows:

- 56 participants earned an Associate of Arts (AA) degree;
- 57 participants earned a Bachelor of Arts/Sciences (BA/BS) degree; and
- 24 participants earned a Master of Arts (MA) degree.

Since 2001, the Stipend Program has awarded stipends to:

- 26,413 persons working in child care and development programs in Los Angeles County;
- 3,681 persons earning an AA, BA/BS or MA degree.

The Stipend Program has generated growing interest in and support for gaining college units leading to a degree in child development throughout the early care and education field. Professionalizing the workforce matched with other program supports is considered by research as an important means for improving the quality of services provided to children and their families.

### **CONCLUSION**

Upon approval by the Board, the following documents will require original signatures in blue ink:

- Attachment A - includes three original copies of the contract, each requiring an original signature by the Chair of the Board of Supervisors, and

- Attachment B – includes three original copies each of the Resolution Form that is to be completed and signed by the Executive Officer of the Board and the Certification (CCA-307) and Federal Certifications (CO.8) for signature by the Chief Executive Officer.

Completed documents should be returned to:

Office of Child Care  
Service Integration Branch, Chief Executive Office  
222 South Hill Street, 5th Floor  
Los Angeles, CA 90012

The Office of Child Care will forward the signed documents to the CDE, as required.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

SARAH M. SORIANO  
Chair, Child Care Planning Committee

SAH:JJ:FD  
HK:MPS:km

Attachments (3)

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Budget and Fiscal Services

# Child Care Salary/Retention Incentive Board Letter to Renew Contract for Fiscal Year 2016-17 10/18/16 Agenda

## **BACKGROUND**

- AB 212, signed into law in September 2000, was designed to address the low salaries and high turnover rates in California Department of Education/Early Education and Support Division (CDE/EESD)-contracted child care and development programs.
- Los Angeles County launched the Investing in Early Educators Stipend Program as a project of the Child Care Planning Committee with Cycle 1 in fiscal year (FY) 2001-02.
- Eligible participants earn a stipend by completing three or six semester units of college coursework towards a degree in child development or closely related field with a grade "C" or better.
- In 2005, the County of Los Angeles sponsored AB 1285 to grant a waiver to expand the pool of participants in our County beyond persons working in CDE/EESD-contracted child care and development centers to teachers in non-CDE/EESD contracted centers serving a majority of state subsidized children and family child care providers who participate in a CDE/EESD-contracted Family Child Care Home Education Network or serve a majority of state subsidized children.
- The waiver became effective in January 2006. Budget Trailer Bill Language in 2010 continued the expansion throughout the life of the program.
- Since 2001, 26,413 persons working in child care and development programs serving low-income families in Los Angeles County have earned a stipend for completing college coursework towards a degree in child development.
- Of the participants, 3,681 have earned an Associate of Arts, Bachelor of Arts/Science and/or Master Degree in child care and development.
- Annually, the Board of Supervisors has approved the Child Care Salary/Retention Incentive contract.

## **CURRENT STATUS**

- The Office of Child Care on behalf of the Child Care Planning Committee received the contract from the CDE/EESD on August 25, 2016.
- The contract supports implementation of the Investing in Early Educators Stipend Program, which includes issuing stipends ranging from \$750 - \$2,900 to early educators completing college coursework. Each year, the stipend amounts are determined by the amount of state funding and the number of successful applicants participating in the cycle.

## **BOARD RECOMMENDATIONS**

1. Approve the Child Care Salary/Retention Incentive contract (Attachment A) with the CDE in the amount of \$3,078,883 for the period beginning July 1, 2016 through June 30, 2017.
2. Adopt the Resolution (Attachment B) authorizing the Chief Executive Officer (CEO), or her designee, to act as the agent for the County to execute the State and Federal Certifications regarding lobbying, debarment, suspension, and a drug-free workplace, as well as any amendments that may be deemed necessary to implement this contract
3. Authorize the Office of Child Care (OCC) within the Service Integration Branch of the CEO to implement the contract on behalf of the Child Care Planning Committee.



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

October 18, 2016

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:

**NONELECTIVE ANNUAL LEAVE AND ELECTIVE ANNUAL LEAVE ACCRUALS FOR  
Z-ITEM EMPLOYEES AND UPDATE OF DEFINITIONS AND PAID LEAVES OF ABSENCE FOR  
NONELECTIVE ANNUAL LEAVE  
ALL DISTRICTS  
(3 VOTES)**

**SUBJECT**

The accompanying ordinance updates definitions under MegaFlex and to the Leave Progression date section to clarify the enhancements made to the accrual and usage of Nonelective Annual Leave. Additional sections in this ordinance define the Nonelective Annual Leave accrual policy for Z-item (4/5 time) employees under MegaFlex. Though Z-item employees have been deemed eligible for full-time cafeteria plan benefits, there is currently no policy on Elective Annual Leave or the accrual of Nonelective Annual Leave. Additionally, this ordinance updates language regarding department head authority on Nonelective Annual Leave and clarifies language on current usage rules and accrual methods for Nonelective Annual Leave and Elective Annual Leave in compliance with Internal Revenue Code Section 125 cafeteria benefit plan rules.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the changes in the accompanying ordinance amending Title 5 – Personnel of the Los Angeles County Code and Title 6 - Salaries.
2. Instruct the Auditor-Controller and Department of Human Resources (DHR) to make all payroll system and e-HR system changes necessary to implement the recommendations contained herein.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

### Background

At the conclusion of fringe negotiations, the County management team and the unions (SEIU Local 721 and Coalition of County Unions) agreed to various benefit enhancements for represented employees. Beginning in 2016, represented employees with 20 or more years of service will earn up to an additional 40 hours of Vacation Leave per year. Non-represented employees under Flex and MegaFlex with 20 or more years of service were extended a comparable enhancement to vacation and Nonelective Annual Leave. Non-represented employees under Flex may earn up to an additional 40 hours of Vacation Leave annually, and MegaFlex employees may earn up to 20 additional hours of Nonelective Annual Leave annually.

Consequently in December 2015, your office approved ordinance changes that updated the enhancement to Vacation and Nonelective Annual Leave, and the definition of “Eligible Employee” in the Flexible Benefit Plan and MegaFlex Benefit Plan to be inclusive of Z-item sub employees.

### Clarification of Definitions

The enhancement to Nonelective Annual Leave provides that employees with 20 Years of Service or more will accrue additional hours. The attached ordinance updates and clarifies the term “Years of Service” by defining it based on e-HR’s Leave Progression start date. Further, an update to leave progression date clarifies its definition and when an employee’s leave progression date is altered in the Countywide payroll system.

### Z-Item (4/5 time) Employees

Z-item employees were extended cafeteria plan benefits, as all full-time permanent (“A,” “L,” and “N” – Sub item) employees receive. Benefits for a full-time permanent employee include, but are not limited to, medical, dental, life insurance, health care, and dependent care spending accounts, Elective Annual Leave, Nonelective Annual Leave, vacation leave, and sick leave.

Though Z-item sub employees were included in the expanded definition of Eligible Employees in December 2015, the Elective Annual Leave and Nonelective Annual Leave accrual policies were not addressed. This ordinance defines the Nonelective Annual Leave accrual policy and the Elective Annual Leave policy for Z-item sub employees. This outline also addresses the progressions for employees with 20 or more years of County service. All accrual policies are proportionate to the work-week for Z-item employees.

There are currently three Z-item non-represented employees county-wide. This total figure may expand with future Z-item MegaFlex hires to the County workforce.

### Update on Department Head Authorization

Department Heads have long held the authority to require employees to use vacation time in excess of the carryover limit. This ordinance updates the language to reflect the same authority for Nonelective Annual Leave. This update corrects the oversight in missing authoritative language for MegaFlex.

Clarification of Limitations on Prior Benefits

According to Section 125 of the Internal Revenue Code, cafeteria plan benefit rules require that all Nonelective leave hours and any previously banked compensatory time off, vacation time, holiday time, and sick leave must be used prior to using Elective Annual Leave hours. This ordinance updates the language on the timing and usage of Nonelective Annual Leave accruals to comply with the Internal Revenue code regulations and to reflect the systematic functions that are currently in place.

**Implementation of Strategic Plan Goals**

The actions recommended in this letter promote the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability by providing for a fringe benefit structure in a financially responsible manner.

**FISCAL IMPACT/FINANCING**

The benefit adjustments contained herein are within the parameters established by the Board and have been included in the County Budget for Fiscal Year 2016-2017.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The accompanying ordinance implementing amendments to Title 5, Personnel, and Title 6, Salaries, of the County Code has been approved as to form by the County Counsel.

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

There is no impact on current services.

Respectfully submitted,

SAH:JJ:SK:MTK  
SM:DC:rld

c: Executive Office, Board of Supervisors  
County Counsel  
Human Resources

**Z-Items and Clean-up of Definitions and Policy  
SUMMARY of CHANGES**

SECTION	TITLE	DESCRIPTION OF CHANGE & COMMENTS
5.27.020	Definitions (Pensionable MegaFlex)	Addition of "Years of Service" to provide clarification on the tables set forth in 5.27.330, 5.27.335 and 5.27.336. The table reflects years of service for the additional accrual progressions for employees with 20 or more years of service.
5.27.336	Nonelective Accrual for participants on a 32-hour work-week basis	During this last round of fringe negotiations, the County's management and the unions agreed to provide Z-Item (4/5 time) employees with full cafeteria plan benefits. Under MegaFlex, the accrual tables for such employees were never established. This section establishes the accrual tables.
5.27.340	Elective Annual Leave	The number of Elective Annual Leave days that may be purchased is proportionately limited for the Z-item employees. This is to be effective as of 2017, as the three Z-item employees were given full access to 20 days in 2016 without direction from the County Code.
5.27.350	Special Provisions	<p>Letter A in this section inserts additional language that officially provides department heads authority to require employees to use non-elective leave (NEL) over the annual carryover limits. This authority aligns with existing department head authority to require employees to take vacation time off under 6.18.080.</p> <p>This section is also updated to reflect the changes brought about by AB1522, where NEL is accrued on a pay period basis effective 7/15/15. Further, to harmonize with the IRC Section 125 rule that all NEL must be used prior to Elective Leave, we make the reference to the usage rules for salaried employees under 6.09 addressing holidays, comp time, and full day NEL and EL usage. The term "accessible" is used as compensatory time, NEL and EL must be used in full day increments. Thus, if there is a balance of less than a full day, it is not accessible.</p>
5.28.020	Definitions (Non-Pensionable MegaFlex)	Addition of "Years of Service" to provide clarification on the tables set forth in 5.28.330, 5.28.335 and 5.28.336. The table reflects years of service for the additional accrual progressions for employees with 20 or more years of service.
5.28.336	Nonelective Accrual for participants on a 32-hour work-week basis	See 5.27.336 above.
5.28.340	Elective Annual Leave	See 5.27.340 above.
5.28.350	Special Provisions	See 5.27.350 above.
5.28.530	Limitations on Prior Benefits.	This section is updated, by eliminating an incorrect leave usage order rule, to

		<p>harmonize with 5.27.350B and 5.28.350B, and to comply with IRS rules, where it states that:</p> <p>“...a Participant must use all Nonelective Annual Leave days issued to the Participant on January 1 and all previously banked and available Nonelective Annual Leave, compensatory time off, vacation, holiday time, and if sick, sick leave, before the Participant can use any of the Elective Annual Leave days the Participant purchased for the year. “</p>
6.04.047	Leave Progression	<p>This section has been updated to include clarifying language as to when a Leave Progression Date may change. (i.e. bona fide break in service, job change from daily/hourly to monthly and requirements are not met, or when there is a board approved action)</p>



COUNTY OF LOS ANGELES  
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET  
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE  
(213) 974-1950  
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(213) 626-5578  
TDD  
(213) 633-0901

MARY C. WICKHAM  
County Counsel

September 14, 2016

Sachi A. Hamai  
Chief Executive Officer  
713 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**Re: Ordinance Amending Title 5 – Personnel of the Los Angeles  
County Code**

Dear Ms. Hamai:

As requested, enclosed please find the analysis and the ordinance amending Title 5 – Personnel of the Los Angeles County Code by amending and adding certain sections relating to the accrual and usage of Nonelective Annual Leave and Elective Annual Leave, and classification of the Leave Progression start date.

Very truly yours,

MARY C. WICKHAM  
County Counsel

By

  
RICHARD D. BLOOM  
Principal Deputy County Counsel  
Labor & Employment Division

APPROVED AND RELEASED:

  
LESTER J. TOLMAI  
Chief Deputy

RDB:ctj

Enclosure

## ANALYSIS

This ordinance amends Title 5 – Personnel of the Los Angeles County Code by:

- Amending Sections 5.27.020 and 5.28.020 to add a new definition that clarifies Non-elective Annual Leave accrual rules;
- Amending Sections 5.27.340 and 5.28.340 to provide the Elective Annual Leave policy for Z-item sub employees under the MegaFlex cafeteria plan;
- Amending Sections 5.27.350 and 5.28.350 to provide clarification on department head authority on Nonelective Annual Leave usage;
- Amending Section 5.28.530 to correct leave order rules prior to Elective Annual Leave usage;
- Amending Section 6.04.047 to include clarifying definitions for Leave Progression start date; and
- Adding Sections 5.27.336 and 5.28.336 to provide Nonelective Annual Leave accrual policies and tables for Z-item sub employees under the MegaFlex cafeteria plan.

MARY C. WICKHAM  
County Counsel

By:

  
RICHARD D. BLOOM  
Principal Deputy County Counsel  
Labor and Employment Division

RDB:ctj

Requested: 7/21/16  
Revised: 9/9/16

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 5 – Personnel of the Los Angeles County Code relating to the accrual and usage of Nonelective Annual Leave and Elective Annual Leave, and classification of the Leave Progression start date.

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

**SECTION 1.** Section 5.27.020 is hereby amended to read as follows:

**5.27.020 Definitions.**

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash and/or one or more Nontaxable Benefits or Taxable Benefits.

...

W. "Years of Service" means the number of years of County service that an employee has acquired for Nonelective Annual Leave accrual purposes. Years of service are determined by taking the difference between the employee's leave progression start date as defined in Section 6.04.047 and the current date, and then rounding down to the nearest full year.

**SECTION 2.** Section 5.27.336 is hereby added to read as follows:

**5.27.336 Nonelective Annual Leave for Participants on a 32-Hour-Week**

**Basis (Z-item Sub).**

A. Effective with the pay period ending January 15, 2016, each Participant shall accrue Nonelective Annual Leave based on the Participant's active service at the rate of three (3) hours and twelve (12) minutes per pay period up to an annual maximum of 64 hours of paid Nonelective Annual Leave available for use each pay period. Any unpaid hours of active service in the pay period will cause a proportionate reduction in the Nonelective Annual Leave entitlement for that pay period.

B. Effective with the pay period ending January 15, 2016, each Participant who is employed on a 32-Hour-Week basis with 20 years of service or more shall accrue Nonelective Annual Leave based on the Participant's active service as follows:

Nonelective Annual Leave for 32-Hour-Week Participants (Effective with the Pay Period Ending January 15, 2016)		
Years of Service	Nonelective Annual Leave Hours Earned	Pay Period Rate
Less than 20 years	64	3:12
20 to less than 21 years	67	3:22
21 to less than 22 years	70	3:31
22 to less than 23 years	73	3:41
23 to less than 24 years	76	3:50
24 years or more	80	4:00

Any unpaid hours of active service in the pay period will cause a proportionate reduction in the Nonelective Annual Leave entitlement for that pay period. An employee shall be compensated while in-service for accumulated Nonelective Annual Leave which is in excess of 384 hours, or such higher amount as the CEO may authorize, at the Participant's workday rate of pay at the end of each calendar year up to a maximum of 64 hours.

**SECTION 3.** Section 5.27.340 is hereby amended to read as follows:

**5.27.340 Elective Annual Leave.**

A. Annual Election of Benefit. Each Eligible Employee and each Participant may elect a maximum of 20 days of paid Elective Annual Leave. However, effective January 1, 2017, 32-hour employees (Z-item sub) may elect a maximum of 16 days of paid Elective Annual Leave. Such time, if elected, must be elected in whole-day increments. Any Eligible Employee or Participant who fails to submit the election form on or before the due date shall be deemed to have refused Elective Annual Leave for the forthcoming Plan Year.

B. Forfeiture of Unused Time. Unused Elective Annual Leave may not be accrued or carried over from one Plan Year to the next. Any such time which remains unused at the end of the current Plan Year will be paid off in accordance with rules contained in the election information.

**SECTION 4.** Section 5.27.350 is hereby amended to read as follows:

**5.27.350 Special Provisions.**

A. Department Authorization. No Participant shall be allowed to use Nonelective Annual Leave or Elective Annual Leave without the approval of his Department Head. Department Heads may require employees to use Nonelective Annual Leave hours in excess of the number of hours which may be carried over annually.

B. Timing and Order of Usage. Subject to the provisions of subsection A above, Nonelective Annual Leave may be taken at any time, and Elective Annual Leave may be taken at any time in the current Plan Year; provided, however, that a Participant must use all accessible Nonelective Annual Leave dayshours issued to the Participant ~~on January 1~~ each pay period and all previously banked and available Nonelective Annual Leave, compensatory time off, vacation, holiday time, and if sick, sick leave (pursuant to Sections 6.09.030, 6.09.040, and 6.09.050 for salaried employees), before the Participant can use any of the Elective Annual Leave days the Participant purchased for the year. Nonelective Annual Leave and Elective Annual Leave may be used for any purpose approved by the Department Head.

C. Service During Part of a Plan Year. The earning and disposition of Nonelective Annual Leave and Elective Annual Leave for Participants who enter or exit the Plan during the course of a Plan Year, or who otherwise incur a break in continuous service, shall be determined in accordance with the Election Information.

D. In no event shall a Participant earn Nonelective Annual Leave and vacation benefits provided for elsewhere in the County Code for the same period of service.

**SECTION 5.** Section 5.28.020 is hereby amended to read as follows:

**5.28.020 Definitions.**

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash or one or more Nontaxable Benefits.

...

W. "Years of Service" means the number of years of County service that an employee has acquired for Nonelective Annual Leave accrual purposes. Years of Service are determined by taking the difference between the employee's Leave Progression start date as defined in Section 6.04.047 and the current date, and then rounding down to the nearest full year.

**SECTION 6.** Section 5.28.336 is hereby added to read as follows:

**5.28.336 Nonelective Annual Leave for Participants on a 32-Hour-Week Basis (Z-item Sub).**

A. Effective with the pay period ending January 15, 2016, each Participant shall accrue Nonelective Annual Leave based on the Participant's active service at the rate of three (3) hours and twelve (12) minutes per pay period up to an annual maximum of 64 hours of paid Nonelective Annual Leave available for use each pay

period. Any unpaid hours of active service in the pay period will cause a proportionate reduction in the Nonelective Annual Leave entitlement for that pay period.

B. Effective with the pay period ending January 15, 2016, each Participant who is employed on a 32-hour-week basis with 20 Years of Service or more shall accrue Nonelective Annual Leave based on the Participant's active service as follows:

Nonelective Annual Leave for 32-Hour-Week Participants (Effective with the Pay Period Ending January 15, 2016)		
Years of Service	Nonelective Annual Leave Hours Earned	Pay Period Rate
Less than 20 years	64	3:12
20 to less than 21 years	67	3:22
21 to less than 22 years	70	3:31
22 to less than 23 years	73	3:41
23 to less than 24 years	76	3:50
24 years or more	80	4:00

Any unpaid hours of active service in the pay period will cause a proportionate reduction in the Nonelective Annual Leave entitlement for that pay period. An employee shall be compensated while in-service for accumulated Nonelective Annual Leave which is in excess of 384 hours, or such higher amount as the CEO may authorize, at the Participant's workday rate of pay at the end of each calendar year up to a maximum of 64 hours

**SECTION 7.** Section 5.28.340 is hereby amended to read as follows:

**5.28.340 Elective Annual Leave.**

A. Annual Election of Benefit. Each Eligible Employee and each Participant may elect a maximum of 20 days of paid Elective Annual Leave. However, effective January 1, 2017, 32-hour employees (Z-Item sub) may elect a maximum of 16 days of paid Elective Annual Leave. Such time, if elected, must be elected in whole-day increments. Any Eligible Employee or Participant who fails to submit the election form on or before the due date shall be deemed to have refused Elective Annual Leave for the forthcoming Plan Year.

B. Forfeiture of Unused Time. Unused Elective Annual Leave may not be accrued or carried over from one Plan Year to the next. Any such time which remains unused at the end of the current Plan Year will be paid off in accordance with rules contained in the election information.

**SECTION 8.** Section 5.28.350 is hereby amended to read as follows:

**5.28.350 Special Provisions.**

A. Department Authorization. No Participant shall be allowed to use Nonelective Annual Leave or Elective Annual Leave without the approval of his Department Head. Department Heads may require employees to use Nonelective Annual Leave hours in excess of the number of hours which may be carried over annually.

B. Timing and Order of Usage. Subject to the provisions of subsection A above, Nonelective Annual Leave may be taken at any time, and Elective Annual Leave

may be taken at any time in the current Plan Year; provided, however, that a Participant must use all Nonelective Annual Leave days issued to the Participant ~~on January 1~~each pay period and all previously banked and available Nonelective Annual Leave, compensatory time off, vacation, holiday time, and if sick, sick leave (pursuant to Sections 6.09.030, 6.09.040, 6.09.050, and 6.09.060 for salaried employees), before the Participant can use any of the Elective Annual Leave days the Participant purchased for the year. Nonelective Annual Leave and Elective Annual Leave may be used for any purpose approved by the Department Head.

C. Service During Part of a Plan Year. The earning and disposition of Nonelective Annual Leave and Elective Annual Leave for Participants who enter or exit the Plan during the course of a Plan Year, or who otherwise incur a break in continuous service, shall be determined in accordance with the Election Information.

D. In no event shall a Participant earn Nonelective Annual Leave and vacation benefits provided for elsewhere in the County Code for the same period of service.

**SECTION 9.** Section 5.28.530 is hereby amended to read as follows:

**5.28.530 Limitations on Prior Benefits.**

Notwithstanding any other provision of the Los Angeles County Code, a Participant's entitlement to the benefits set forth in this Subdivision 2 shall be subject to the following limitations:

A. Vacation Benefits.

1. No Participant shall earn or accrue vacation benefits after January 1, 1995, or the date the Participant commences participation in the Plan, whichever occurs later (hereinafter referred to as the "Vacation Ending Date"). On the Vacation Ending Date, each Participant who is otherwise eligible for vacation benefits, as set forth in Chapter 6.18, shall receive a final crediting of vacation time. Such final crediting shall be calculated as follows:

a. In any case where the Participant's Vacation Ending Date coincides with his vacation anniversary date, he shall receive a final crediting of vacation time equal to the number of working days of vacation to which he would normally be entitled on said date pursuant to the provisions of Chapter 6.18.b. In any case where the Participant's Vacation Ending Date does not coincide with his vacation anniversary date, he shall receive a final crediting of vacation time equal to the number of working days of vacation to which he would otherwise be entitled if he were terminating County service on his Vacation Ending Date and receiving leaving vacation benefits pursuant to the provisions of Chapter 6.18; provided, however, that no Participant shall receive any such final crediting of vacation time unless he has worked for the County for at least one year in a capacity that would otherwise entitle him to vacation benefits.

2. All vacation time earned and credited to the books up through and including the Vacation Ending Date shall remain available for use or payoff at termination of County service pursuant to the rules set forth in Chapter 6.18; provided, however, that ~~(a)~~ there shall be no limitations on the accrual and carryover of such time;

~~and (b) such time shall not be used until a Participant has exhausted all of his Nonelective Annual Leave and Elective Annual Leave.~~

**SECTION 10.**Section 6.04.047 is hereby amended to read as follows:

**6.04.047 Leave Progression.**

A. Effective with the pay period ending April 15, 2012, "Leave Progression" means the length of County service credited for the purposes of leave benefit accrual.

1. Leave Progression is calculated using the difference between the current date and the Leave Progression start date as defined below in subsection B.

2. The following shall not be considered an interruption of Leave Progression:

- a. Paid leave;
- b. Approved leaves of absence;
- c. Absences not exceeding;
  - i. Three consecutive working days
  - ii. Two on-duty shifts
- d. Re-entering County service within three working days after termination;
- e. Reemployment pursuant to the Charter and/or statutes following a resignation to serve in the armed forces.

B. Effective with the pay period ending April 15, 2012, "Leave Progression start date" is the same date as the original job appointment date and ~~may~~will change if any one of the following occurs:

1. Reemployment from a layoff list; or
2. Job change from Daily or Hourly to a Monthly position; where the service requirement pursuant to Section 6.04.040.A.2. was not met for any portion of time while holding a Daily or Hourly position; or
3. A bona fide break in service (re-entering County service beyond three working days after termination); or
4. Board-approved actions.

**SECTION 11.** Pursuant to Government Code ~~S~~section 25123, this ordinance shall become effective 30 days from the date of final passage.

[527330DCCEO]



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

October 18, 2016

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:

**APPROVE AMENDMENT NUMBER EIGHT TO INCREASE CONTRACT SUM  
ON CONTRACT NUMBER 77073 WITH KOFILTE TECHNOLOGIES, INC. FOR  
RESTORATION AND REPAIR OF COUNTY RECORDS INDEX BOOKS  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT:**

The Registrar-Recorder/County Clerk (RR/CC) requests approval to increase the Contract Sum by \$200,000 with Kofilte Technologies, Inc. (Kofilte) for additional restoration and repair services to services to the County of Los Angeles Vital Records Index Books and Real Property Records Index Books. The Index Books contain documents related to real property ownership, birth, death, and marriage records for the County of Los Angeles.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Delegate authority to the RR/CC, or his designee to execute the attached Amendment Number Eight to Contract Number 77073 with Kofilte to increase the total Contract Sum under the Contract by \$200,000 for a new total Contract Sum of \$2,800,000 for additional repair and restoration services to the County's deteriorating Records Index Books.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of the recommended action is to increase the Total Contract Sum by an additional \$200,000 from \$2,600,000 to \$2,800,000 to provide additional repair and restoration services to the County's Los Angeles City Birth Certificate Records from 1959.

The RR/CC is converting all hard copy vital records (many ranging fair to fair condition due to aging) to digital images. The digitized images provides better customer service because it reduces the time it takes for RR/CC staff to search and respond to customer requests from up to 20 days (to conduct a manual search), to as quickly as a same day response (for a digital search). To that end the RR/CC's goal is to repair, restore and encapsulate all vital records (in a plastic mylar sleeve for protection purposes) to enable them to be scanned to create a digital image.

With our current funds, Kofile will be able to restore half of the 1959 Los Angeles City Births, totaling up to 30,100 birth certificates on file at the RR/CC. With the additional \$200,000, Kofile will be able to complete the entire year of City Births totaling 54,386.

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

**Goal No. 1: Operational Effectiveness/Fiscal Sustainability:** Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

**FISCAL IMPACT/ FINANCING:**

There is no impact to net County cost. Kofile has agreed to maintain the prices of labor and materials set forth in the current Contract. Your Board's approval of the recommended action will increase the total Contract Sum from \$2,600,000 to \$2,800,000.

The RR/CC has identified additional funding from the Vital and Health Statistics Special Revenue Fund (SRF) and the Micrographics SRF to fund these additional services. The SRF's are funded by statutory fees assessed to customers on copies of Vital Records and other for the purpose of defraying costs of improving Vitals and Recorder services.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

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

The 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 which are stored in the County's Index Books.

Your Board adopted the original Contract 77073 with Kofile (formerly Brown's River Bindery, Inc.) on September 8, 2009. The contract term is for four years, with four one-year renewal options. The RR/CC is currently in the fourth one-year extension period expiring June 30, 2017

with six optional month-to-month extensions remaining. On March 17, 2015 increased the contract sum from \$2,200,000 to \$2,600,000 for additional services.

Kofile provides all labor, supplies, and support equipment required to perform the specified services.

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

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

The RR/CC does not have the capabilities to perform repair and restoration services in-house. Approval of the recommended Amendment Eight will restore and repair most, if not all of Los Angeles City birth records from 1959 in FY 16-17. Without the additional funding, the services will be required to wait until FY 17-18.

The restored documents will allow them to be run through scanners to create digital images, which will allow RR/CC staff to respond to customer requests in a more efficient and effective manner.

**CONCLUSION**

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

County of Los Angeles  
Department of Registrar-Recorder/County Clerk  
Finance and Management Division  
12400 Imperial Highway, Room 7201  
Norwalk, CA 90650

Attention: Francisco Perez  
Assistant Division Manager

Respectfully submitted,

The Honorable Board of Supervisors  
October 18, 2016  
Page 4

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

DCL:RF:FP  
APL:DB:CA

Enclosure

c: Chief Executive Officer  
County Counsel

**AMENDMENT NUMBER EIGHT  
TO AGREEMENT NUMBER 77073  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
KOFI TECHNOLOGIES, INC.**

This Amendment Number Eight (“Amendment Number Eight”) to Agreement Number 77073 (the “Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Los Angeles, a political subdivision of the State of California (“County”), and Kofile Technologies, Inc., a Delaware corporation formerly known as Kofile Preservation, Inc. (“Contractor”). County and Contractor are sometimes hereinafter referred to collectively as the “Parties” and each individually as a “Party.”

WHEREAS, the Agreement was originally entered into and approved by the County Board of Supervisors on September 8, 2009;

WHEREAS, Under that certain Amendment Number One dated February 22, 2010, the business name changed from Brown’s River Bindery, Inc. to Brown’s River Marotti Company;

WHEREAS, Under that certain Amendment Number Two dated April 12, 2011, updated County’s Administration information (Exhibit E) and added new County contracting provisions;

WHEREAS, Under that certain Amendment Number Three dated January 10, 2012, the Agreement was amended, among other things, to: (i) change the business name from Brown’s River Marotti Company to Kofile Preservation, Inc.; (ii) update County’s Administration information (Exhibit E);

WHEREAS, Under that certain Amendment Number Four dated June 19, 2013, the Agreement was amended, among other things, to: (i) exercise the first of four one-year renewal options and extend the term of the Agreement from July 1, 2013 through June 30, 2014; (ii) exercise Registrar-Recorder/County Clerk delegated authority to increase the contract amount by ten percent;

WHEREAS, Under that certain Amendment Number Five dated May 6, 2014, the Agreement was amended, among other things, to: (i) exercise the second of four one-year renewal options and extend the term of the Agreement from July 1, 2014 through June 30, 2015;

WHEREAS, Under that certain Amendment Number Six dated April 21, 2015, the Agreement was amended, among other things, to: (i) increase the total amount payable under this contract by Four Hundred Thousand Dollars (\$400,000) to bring it to a total of Two Million Six Hundred Thousand Dollars (\$2,600,000), and (ii) exercise the third of four one-year renewal options and extend the term of the Agreement from July 1, 2015 to June 30, 2016;

WHEREAS, Under that certain Amendment Number Seven dated June 29, 2016, the Agreement was amended, among other things, to: (i) acknowledge that the business

name was changed to Kofile Technologies, Inc., but is also authorized to do business in California in the name of Kofile Preservation, Inc.; (ii) require the RR/CC or designee to provide records in encapsulated pages, and a transmittal list or listing of all records in the specified shipment; and (iii) exercise the fourth of four one-year renewal options and extend the term of the Agreement from July 1, 2016 to June 30, 2017;

WHEREAS, the Parties wish to further extend the term for an additional year following the execution of this Amendment Number Seven;

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

1. Paragraph 5.0 (CONTRACT SUM), paragraph 5.1 of the Agreement is hereby deleted in its entirety and shall be replaced with a new paragraph 5.1 to read as follows:

5.1 The total amount payable under this Contract is Two Million Eight Hundred Thousand Dollars (\$2,800,000), which includes an increase of Two Hundred Thousand Dollars (\$200,000) from the original amount (such amount is hereinafter referred to as the "Contract Sum") following the execution of this Amendment Number Eight.

Except as otherwise provided under this Amendment Number Eight the Agreement, including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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**AMENDMENT NUMBER EIGHT  
TO AGREEMENT NUMBER 77073  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
KOFI FILE PRESERVATION, INC.**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Eight to be subscribed on its behalf by the Registrar-Recorder/County Clerk or his/her designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month, and year first above written. The person signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

KOFI FILE TECHNOLOGIES, INC.

\_\_\_\_\_  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TAXPAYER ID #

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

\_\_\_\_\_  
By: LAURA CARINENA  
Deputy County Counsel