



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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August 15, 2017

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 August 15, 2017

LORI GLASGOW
EXECUTIVE OFFICER

APPROVAL OF AN OPERATIONAL AGREEMENT BETWEEN THE CHIEF EXECUTIVE OFFICE AND THE LOS ANGELES HOMELESS SERVICES AUTHORITY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County's Chief Executive Office is seeking approval to enter into an operational agreement with the Los Angeles Homeless Services Authority.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Executive Officer (CEO), or her designee, to execute the attached Operational Agreement (OA) with the Los Angeles Homeless Services Authority (LAHSA).
2. Delegate authority to the CEO, or her designee, to approve and execute amendments and change notices pursuant to the agreement's provisions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 17, 1993, the County and City of Los Angeles formed a Joint Exercise of Powers Agreement (JPA), in accordance with Government Code 6500, et seq., creating the agency known as the Los Angeles Services Authority to provide homeless programs and services and other related social services. That JPA was restated and amended on February 28, 2001, to extend the agreement on an indefinite basis and change the agency name to the Los Angeles Homeless Services Authority.

On June 13, 2017, the Board approved funding recommendations for agencies administering homeless services being funded by Measure H revenue. Funding for Board approved Homeless Initiative strategies that LAHSA will implement and support was approved in the amount of \$140 million for Fiscal Year 2017-18 for the provision of these services. Due to the amount of funding being provided to LAHSA through Measure H revenue, and in concurrence with the County's Auditor-Controller, the Chief Executive Office is requesting approval to execute a formal OA with LAHSA to memorialize the provision of funding by the County and the provision of services by LAHSA.

The purpose of this OA is not to supersede, augment, or append the existing JPA, but rather to formalize the services to be provided by LAHSA and the amount of funding to be paid from various funding streams, including the County's Homeless and Housing Program and the Measure H Special Revenue Fund, as agreed upon by the County and LAHSA every fiscal year. Additionally, the OA formalizes an agreement on advance funding, invoices and payments, and other various administrative functions.

The OA will be amended annually, at a minimum, to account for each fiscal year's allocation to LAHSA by the County. This will permit the County and LAHSA to have a written, mutual understanding of the County funding allocations and programs LAHSA will administer on behalf of the County each fiscal year.

FISCAL IMPACT/FINANCING

This OA commits the allocation of funding to LAHSA and governs LAHSA's expenditures for implementation of County Homeless Programs and Homeless Initiative Strategies. Funding sources with amounts for the County Homeless Programs and Homeless Initiative Strategies are reflected below.

County Homeless Programs

- Homeless Prevention Initiative(HPI)/Net County Cost (NCC) - \$12,942,000

TOTAL: - \$12,942,000

Homeless Initiative Strategies

- HPI/NCC One-Time Carryover - \$16,280,000
- AB109 One-Time Carryover - \$3,456,000
- Measure H Special Revenue Fund - \$140,280,000

TOTAL - \$160,016,000

Total funding provided to LAHSA under this OA for FY2017-18 is \$172,958,000, and is already reflected in the Fiscal Year 2017-18 budget. This action does not increase NCC.

The allocation of funding to LAHSA from the Homeless and Housing Program and Measure H is detailed in Operational Agreement, Exhibit B, Services and Compensation, and is included in the FY 2017-18 Homeless and Housing Program Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code 26227, the County Board of Supervisors may expend money from the general fund of the County to establish County programs or to fund other programs deemed by the Board to be necessary to meet the social needs of the population of the County.

The Honorable Board of Supervisors

8/15/2017

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Pursuant to County Code 4.73, the Board may expend money from the Transactions and Use Tax to Prevent and Combat Homelessness approved by County voters in March 2017.

The OA ensures that LAHSA comply with all Federal, State and local laws as they relate to confidentiality matters, as well as legal and policy required provisions for contracting, conflict of interest, civil rights laws, Fair Labor Standards Act, and other legal requirements.

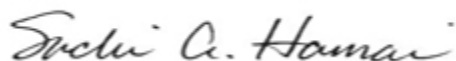
The OA does not have a termination date, but can be terminated by either party with 30 days' notice. The OA does not approve any actual transfers of funds. That approval is at the discretion of the Board of Supervisors.

County Counsel has reviewed and approved the operational agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will help ensure that County funding for implementation of Board-approved Homeless Initiative strategies to combat homeless is utilized efficiently and effectively.

Respectfully submitted,



SACHI A. HAMAI

Chief Executive Officer

SAH:JJ:FAD

PA:MDC:ef

Enclosures

c: Executive Office, Board of Supervisors
Auditor-Controller
County Counsel
LAHSA



**OPERATIONAL AGREEMENT
BETWEEN
LOS ANGELES COUNTY**

AND

LOS ANGELES HOMELESS SERVICES AUTHORITY

**FOR
HOMELESS SERVICES**

OPERATIONAL AGREEMENT

COUNTY OF LOS ANGELES AND LOS ANGELES HOMELESS SERVICES AUTHORITY

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EXHIBITS

- A Amended and Restated Joint Exercise of Powers Agreement between Los Angeles Homeless Services Authority, the County of Los Angeles, and the City of Los Angeles
- B Services and Compensation
- C Sample Reimbursement Claim Forms
- D Sample Qualified Expenditure Certification Form
- E LAHSA Acknowledgement and Confidentiality Agreement
- F LAHSA’s EEO Certification

OPERATIONAL AGREEMENT

COUNTY OF LOS ANGELES AND LOS ANGELES HOMELESS SERVICES AUTHORITY

This Operational Agreement (OA) is entered into by and between the County of Los Angeles (County) and the Los Angeles Homeless Services Authority (LAHSA), collectively referred to as the "Parties."

I. RECITALS

WHEREAS, on December 17, 1993, the County and City of Los Angeles formed a Joint Exercise of Powers Agreement (JPA), in accordance with Government Code 6500, et seq., creating the agency known as the Los Angeles Services Authority to provide homeless programs and services and other related social services. That JPA was amended and restated on February 28, 2001 (and included herein as Exhibit A), to extend it on an indefinite basis and change the agency name to the Los Angeles Homeless Services Authority;

WHEREAS, Exhibit A, Section 11 Contributions By The Parties outlines the County's responsibility to cooperate with LAHSA to determine which program services and program and administrative funds will be made available each fiscal year. Section 10 allows for assistance to LAHSA to make advances of public funds. Section 11, subsections (a)(1) and (a)(2)(c) allow for the contribution of additional program and administrative funds as deemed appropriate;

WHEREAS, this OA does not supersede, augment, or append the existing JPA, but formalizes the services to be provided by LAHSA and the amount of funding to be paid from the County's Homeless and Housing Program, Measure H Special Revenue Fund, and AB109 as agreed upon by the Parties every fiscal year;

WHEREAS, pursuant to Government Code 26227, the County Board of Supervisors (Board) may expend money from the general fund of the County to establish county programs or to fund other programs deemed by the Board to be necessary to meet the social needs of the population of the County;

WHEREAS, pursuant to County Code 4.73, the Board may expend money from the Transactions and Use Tax to Prevent and Combat Homelessness approved by County voters in March 2017; and,

WHEREAS, pursuant to Assembly Bill 118, the State Department of Finance allocates AB109 funds to the County for supervising low-level inmates and parolees from the California Department of Corrections and Rehabilitation.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

II. TERM

This OA shall commence upon approval by the Board of Supervisors and LAHSA Commission and will continue unless otherwise terminated as outlined in Section V. Termination of OA.

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III. SERVICES AND COMPENSATION

- A. The services to be provided by LAHSA, along with the funding amounts by program and strategy to be provided by the County, are outlined in Exhibit B, Services and Compensation.
- B. This OA also applies to Funding Authorization Forms from the Board of Supervisors' offices for Homeless Prevention Initiative - Homeless Services Fund (HPI-HSF) allocations.
- C. The County shall provide LAHSA advance funds to enable LAHSA to have sufficient cash flow to provide direct services or make payments to subcontractors providing homeless services, and to cover LAHSA's applicable administrative costs as outlined in Section 10-Assistance to Authority of Exhibit A.

1. LAHSA shall comply with the following requirements:

- a. LAHSA shall request advance funds for each Homeless Initiative (HI) strategy in writing to the Chief Executive Office Homeless Initiative (CEO-HI) and must demonstrate the need for the advance funds to allow LAHSA to have sufficient cash flow to provide homeless services covered under this OA. County reserves the right to approve or deny LAHSA's request for advance funds.
- b. County shall reconcile and/or recoup all advances by the end of each fiscal year.
- c. LAHSA shall maintain a system of accounting records that clearly identify the revenues and expenditures for each HI strategy by the use of cost centers or separate accounts. The system shall ensure that funds are not comingled and that funds are readily identifiable and available for the repayment of advances.
- d. LAHSA shall provide required documentation and reports for review during regularly scheduled audits.
- e. LAHSA shall provide to County audited financial statements and single audit report annually, in accordance with Section 8 of Exhibit A.

D. Invoices and Payments

Payment shall be made in accordance with procedures agreed upon by County's Chief Executive Officer (CEO) (or her designee) and LAHSA.

LAHSA shall invoice County only for providing the tasks, goods, services, and other work specified in Exhibit B and elsewhere hereunder. LAHSA's invoices shall contain the information describing the tasks, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 1. LAHSA shall prepare monthly invoices using the sample forms, Exhibits C & D. This invoice shall include the charges owed to LAHSA by the County under the terms of this OA. The County's payments to LAHSA shall be provided in accordance with LAHSA's Budget, and LAHSA shall be paid only for the tasks, goods, services, and other work approved in writing by the County. If County does not approve work in writing, no payment shall be due to LAHSA for that work.

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2. LAHSA shall allow its subcontractors until the 15th calendar day of the month to submit monthly invoices for the previous month of service.
3. LAHSA shall submit the monthly invoices to the County by the 30th calendar day of the month following the month of service. If necessary, per Section III, Item C, LAHSA can utilize advance funds as a means to mitigate cash flow gaps above.

Invoices must be submitted to the County at the following email address:

HIAdmin@ceo.lacounty.gov

3. The County shall pay the invoice within thirty (30) calendar days from the date of email receipt.
 4. LAHSA shall maintain a system of accounting and fiscal procedures that allows for contracted providers to be paid within thirty (30) calendar days of invoice receipt by LAHSA. LAHSA shall ensure that all providers/contractors/subcontractors are paid for services in support of this OA within 30 calendar days of receipt of invoice. The County reserves the right to investigate claims and/or complaints regarding late payments from LAHSA's providers/LAHSA's subcontractors.
 5. LAHSA shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
 6. LAHSA shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by LAHSA after the expiration or other termination of this OA. Should LAHSA receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from LAHSA. This provision shall survive the expiration or other termination of this OA.
- E. LAHSA shall provide revised budgets for each HI strategy by May 30th of each year and revisions to budgets, inclusive of justification with consideration of economies of scale for administrative cost requests, shall be approved by CEO HI Unit prior to payment of invoices for upcoming fiscal year. LAHSA administrative cost must be detailed in each budget and shall not exceed 8 percent of allocated amount for each HI Strategy.
- F. LAHSA shall maintain office hours Monday through Friday between the hours of 8:00 a.m. through 5:00 p.m., except for County-recognized holidays. County shall provide LAHSA a list of County-recognized holidays. 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 LAHSA's performance of the OA.

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IV. AMENDMENTS TO THE OA

- A. For additional allocations approved through Board action, a revised Exhibit B, signed by the Director of the County's Office of Homelessness (or his designee), will be sent electronically via email to LAHSA's Executive Director.
- B. All parties agree that Exhibit B will be revised and replaced in this OA to reflect each new fiscal year's (and as needed) County funding allocation and services description for LAHSA. No amendment to this OA will be required. Each new Exhibit B for the following fiscal year will be approved by both parties by May 31st of each fiscal year.
- C. For all other substantive changes, a written amendment to this OA will be prepared and signed by all Parties and reviewed and approved by all Parties' counsel.
- D. For all non-substantive changes, a Change Notice will be issued.

V. TERMINATION OF OA

- A. Termination for Convenience – Either Party may terminate this OA, provided that a written termination notice is submitted to the other Party not less than thirty (30) calendar days prior to the requested termination date.
- B. The County reserves the right to terminate this OA if there is a material breach of the OA or if LAHSA becomes insolvent at any point during the term of this OA. Notwithstanding any other provision of this OA, the County shall not be obligated for LAHSA's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this OA in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this OA, then this OA shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify LAHSA in writing of any such non-appropriation of funds at the earliest possible date.

VI. STANDARD TERMS AND CONDITIONS

All requirements of LAHSA under this OA, Section VI, Standard Terms and Conditions are also requirements of each subcontractor of LAHSA.

- A. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING** – County permits LAHSA to subcontract for services under this OA. LAHSA shall provide notice in writing to County, pursuant to Section VI, Standard Terms and Conditions, Subsection M when subcontracting will occur. LAHSA shall indemnify, defend, and hold the County harmless with respect to the activities of each subcontractor, in the same manner and to the same degree as if such subcontractor(s) were LAHSA's employees. LAHSA shall remain fully responsible for all performance required under this OA, including those that LAHSA has determined to subcontract.

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- B. **AUTHORIZATION WARRANTY** - LAHSA represents and warrants that the person executing this OA for LAHSA is an authorized agent who has actual authority to bind LAHSA to each term, condition, and obligation of this Contract and that all requirements of LAHSA have been fulfilled to provide such actual authority.

- C. **COMPLIANCE WITH APPLICABLE LAW** – In the performance of this OA, LAHSA shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- D. **CONFIDENTIALITY** – LAHSA and its subcontractors shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

LAHSA shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LAHSA, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to LAHSA's indemnification obligations under this Paragraph shall be conducted by LAHSA and performed by counsel selected by LAHSA and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event LAHSA fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from LAHSA for all such costs and expenses incurred by County in doing so. LAHSA shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

LAHSA shall inform all its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

LAHSA shall sign and adhere to the provisions of the "LAHSA Acknowledgement and Confidentiality Agreement", Exhibit E.

- E. **CONFLICT OF INTEREST** – No County employee whose position with the County enables such employee to influence the award of this OA or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by LAHSA or have any other direct or indirect financial interest in this OA. No officer or employee of LAHSA who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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- F. **COMPLIANCE WITH CIVIL RIGHTS LAWS** - LAHSA hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this OA or under any project, program, or activity supported by this OA. LAHSA shall comply with Exhibit F - LAHSA's EEO Certification.
- G. **COUNTY REQUIRED PROVISIONS** – LAHSA shall comply with all legally required and policy required provisions for contracts including, but not limited to, the following: 1) County's Jury Service Program; 2) Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List; 3) Local Small Business Enterprise Preference and Prompt Payment Programs; 4) Budget Reductions; 5) Consideration of Hiring GAIN/GROW Program Participants; 6) LAHSA Responsibility & Debarment; 7) County's Safely Surrendered Baby Law; 8) County's Child Support Compliance Program; 9) County's Quality Assurance Plan; 10) Nondiscrimination & Affirmative Action; 11) Notice to Employees of Federal Earned Income Credit; 12) Termination for Improper Consideration; 13) Compliance with Living Wage; 14) HIPAA (if applicable); 15) Charitable Activities Compliance; 16) Transitional Job Opportunities Preference Program; 17) Data Destruction; 18) Disabled Veterans Business Enterprise Preference Program; 19) Recycled Bond Paper; 20) Cost of Living Adjustments; 21) County's Lobbyist Ordinance; 22) Time Off for Voting; and, 23) Zero Tolerance Policy on Human Trafficking.
- H. **FAIR LABOR STANDARDS ACT** – LAHSA shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by LAHSA's employees for which the County may be found jointly or solely liable.
- I. **FORCE MAJEURE** – Neither party shall be liable for such party's failure to perform its obligations under and in accordance with the OA, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events"). LAHSA agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.
- J. **GOVERNING LAW, JURISDICTION, AND VENUE** – This OA shall be governed by, and construed in accordance with, the laws of the State of California. LAHSA agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County.

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- K. **INDEPENDENT LAHSA STATUS** – This OA is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and LAHSA. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. LAHSA shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this OA all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of LAHSA. LAHSA understands and agrees that all persons performing work pursuant to this OA are, for purposes of Workers' Compensation liability, solely employees of LAHSA and not employees of the County. LAHSA shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of LAHSA pursuant to this OA.
- L. **INDEMNIFICATION** – LAHSA shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this OA, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- M. **INSURANCE** – Without limiting LAHSA's indemnification of County, and in the performance of this OA and until all of its obligations pursuant to this OA have been met, LAHSA shall provide and maintain at its own expense insurance coverage satisfying the requirements specified herein.

These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon LAHSA pursuant to this OA. The County in no way warrants that the Required Insurance is sufficient to protect LAHSA for liabilities which may arise from or relate to this OA.

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under LAHSA's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this OA.
2. Renewal Certificates shall be provided to County not less than ten (10) days prior to LAHSA's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required LAHSA and/or subcontractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this OA by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contracting party in this OA. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy

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deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- a. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by LAHSA, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- b. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Chief Executive Office – Homeless Initiative
222 North Grand Avenue, Suite 493
Los Angeles, California 90012
hiadmin@ceo.lacounty.gov

- c. LAHSA also shall promptly report to County any injury or property damage accident or incident, including any injury to a LAHSA employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to LAHSA. LAHSA also shall promptly notify County of any third party claim or suit filed against LAHSA or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against LAHSA and/or County.

4. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under LAHSA's General Liability policy with respect to liability arising out of LAHSA's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of LAHSA's acts or omissions, whether such liability is attributable to LAHSA or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

5. Cancellation of or Changes in Insurance

LAHSA shall provide County with, or LAHSA's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty calendar (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this OA.

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6. Failure to Maintain Insurance

LAHSA's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the OA, upon which County immediately may withhold payments due to LAHSA, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from LAHSA resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to LAHSA, deduct the premium cost from sums due to LAHSA or pursue LAHSA reimbursement.

7. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8. LAHSA's Insurance Shall Be Primary

LAHSA's insurance policies, with respect to any claims related to this OA, shall be primary with respect to all other sources of coverage available to LAHSA. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any LAHSA coverage.

9. Waivers of Subrogation

To the fullest extent permitted by law, LAHSA hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. LAHSA shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

10. Subcontractor Insurance Coverage Requirements

LAHSA shall include all subcontractors as insureds under LAHSA's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. LAHSA shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and LAHSA as additional insureds on the subcontractor's General Liability policy. LAHSA shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

11. Deductibles and Self-Insured Retentions (SIRs)

LAHSA's policies shall not obligate the County to pay any portion of any LAHSA deductible or SIR. The County retains the right to require LAHSA to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing LAHSA's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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12. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. LAHSA understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

13. Application of Excess Liability Coverage

LAHSAs may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

14. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

15. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, LAHSA use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

16. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

17. Insurance Coverage

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability

OPERATIONAL AGREEMENT

COUNTY OF LOS ANGELES AND LOS ANGELES HOMELESS SERVICES AUTHORITY

arising out of LAHSA's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If LAHSA will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to LAHSA's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- N. LIQUIDATED DAMAGES– If, in the judgment of the CEO, or her designee, LAHSA is deemed to be non-compliant with the terms and obligations assumed hereby, the CEO, or her designee, at her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from LAHSA's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to LAHSA from the County, will be forwarded to LAHSA by the CEO, or her designee, in a written notice describing the reasons for said action.
- O. NON EXCLUSIVITY – Nothing herein is intended nor shall be construed as creating any exclusive arrangement with LAHSA. This OA shall not restrict County from acquiring similar, equal of like goods and/or services from other entities or sources, including the County itself.
- P. NOTICES – All notices or demands required or permitted to be given or made under this OA shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. An electronic copy shall be sent as well, Notices shall be addressed to the Parties as follow:

COUNTY

Phil Ansell, Director, Homeless Initiative
County of Los Angeles Chief Executive Office
500 W. Temple Street, Suite 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov

LAHSA

Peter Lynn, Executive Director
Los Angeles Homeless Services Authority
811 Wilshire Boulevard, Suite 600
Los Angeles, CA 90017
plynn@lahsa.org

Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer, or her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract

OPERATIONAL AGREEMENT

COUNTY OF LOS ANGELES AND LOS ANGELES HOMELESS SERVICES AUTHORITY

Notice of Delays

Except as otherwise provided under this OA, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this OA, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Q. PUBLICITY – LAHSA shall not disclose any details in connection with this OA to any person or entity except as LAHSA's need to identify its services and related clients to sustain itself, the County shall not inhibit LAHSA from publishing its role under this OA within the following conditions:

1. LAHSA shall develop all publicity material in a professional manner; and;
2. During the term of this OA, LAHSA shall notify the County of any commercial advertisements, press releases, feature articles, or other materials using the name of the County. All such material shall be sent to the following email address before release.

hiadmin@ceo.lacounty.gov

3. LAHSA may, without the prior written consent of County, indicate in its proposals and materials that it has an OA with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

R. RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT – LAHSA shall maintain accurate and complete financial records of its activities and operations relating to this OA in accordance with generally accepted accounting principles. LAHSA shall also maintain accurate and complete employment and other records relating to its performance of this OA. LAHSA agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this OA. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, and proprietary data and information, shall be kept and maintained by LAHSA and shall be made available to the County during the term of this OA and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

In the event that an audit of LAHSA is conducted specifically regarding this OA by any Federal or State auditor, or by any auditor or accountant employed by LAHSA or otherwise, then LAHSA shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of LAHSA's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of LAHSA to comply with any of the provisions of this subparagraph N, shall constitute a material breach of this OA upon which the County may terminate or suspend this OA.

If, at any time during the term of this OA or within five (5) years after the expiration or termination of this OA, representatives of the County conduct an audit of LAHSA regarding the work performed under this OA, and if such audit finds that the County's dollar liability for

OPERATIONAL AGREEMENT

COUNTY OF LOS ANGELES AND LOS ANGELES HOMELESS SERVICES AUTHORITY

any such work is less than payments made by the County to LAHSA, then the difference shall be either: a) repaid by LAHSA to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to LAHSA from the County, whether under this OA or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to LAHSA, then the difference shall be paid to LAHSA by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this OA.

COUNTY AUDITING OF LAHSA'S RECORDS

Upon a minimum of seventy-two (72) hours' written notice, the County may audit, at LAHSA's place of business, any of LAHSA's records pertaining to the OA, including all documents and information relating to the certified monitoring reports. LAHSA is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

- S. VALIDITY – If any provision of the OA or the application thereof to any person or circumstance is held invalid, the remainder of this OA and the application of such provision to other persons or circumstances shall not be affected thereby.
- T. WAIVER – No waiver by County of any breach of any provision of this OA shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this OA shall not be construed as a waiver thereof.

VII. UNIQUE TERMS AND CONDITIONS

- A. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Inadvertent Access
 - i. LAHSA expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by LAHSA or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, LAHSA shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
 - ii. Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, LAHSA or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. LAHSA understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
 - iii. Additionally, in the event of such inadvertent access, LAHSA and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, LAHSA shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or

OPERATIONAL AGREEMENT

COUNTY OF LOS ANGELES AND LOS ANGELES HOMELESS SERVICES AUTHORITY

connected with LAHSA's or its officers', employees', or agents', access to patient medical records/patient information. LAHSA agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

OPERATIONAL AGREEMENT

COUNTY OF LOS ANGELES AND LOS ANGELES HOMELESS SERVICES AUTHORITY

IN WITNESS HEREOF, the Parties have caused this OA to be executed by their duly authorized agents as of this _____ day of _____, 2017.

COUNTY OF LOS ANGELES

LOS ANGELES HOMELESS SERVICES
AUTHORITY

By _____
SACHI A. HAMAI
Chief Executive Officer

By _____
PETER LYNN
Executive Director

APPROVED AS TO FORM:
BY COUNTY COUNSEL
MARY C. WICKHAM

APPROVED AS TO FORM:
BY COUNTY COUNSEL
MARY C. WICKHAM

By _____
KATHERINE M. BOWSER
Principal Deputy County Counsel, County

By _____
ALEEN LANGTON
Principal Deputy County Counsel, LAHSA

**JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES, CITY OF LOS ANGELES
CONTINUING THE LOS ANGELES HOMELESS SERVICES AUTHORITY**

C-101130

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JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES, CITY OF LOS ANGELES
CONTINUING THE LOS ANGELES HOMELESS SERVICES AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("AGREEMENT"), is made this 28th day of February, 2001, by and between the County of Los Angeles, a body corporate and politic and political subdivision of the State of California (the "County"), and the City of Los Angeles, a municipal corporation of the State of California (the "City").

WITNESSETH:

WHEREAS, the parties did, as of the seventeenth day of December, 1993, make an agreement known as the Joint Exercise Of Powers Agreement Between County Of Los Angeles, City of Los Angeles, Creating An Agency To Be Known As The Los Angeles Services Authority (the "Initial Agreement", and

WHEREAS, the parties amended the Initial Agreement as of the twenty-eighth day of April, 1994, to change the name of the Agency to The Los Angeles Homeless Services Authority; and

WHEREAS, the term of the Initial Agreement was for an initial five year period, which could be extended year to year until terminated by either party; and

WHEREAS, the parties desire to extend the Initial Agreement on an indefinite basis until terminated by either party, and also desire that the Initial Agreement, as amended, be updated and revised and (for purposes of convenience) restated in certain respects;

NOW, THEREFORE, IT IS AGREED that the Initial Agreement (as heretofore amended) is amended and restated to read in its entirety as follows:

Section 1. Purpose.

This Amended and Restated Joint Exercise of Powers Agreement (hereinafter "Agreement") is made pursuant to the provisions of Article

continuing the Los Angeles Homeless Services Authority (hereinafter "the Authority"), by extending the term of the Initial Agreement indefinitely until terminated by the Parties, to expand options for designation of the Treasurer and Controller of the Authority, and to update, revise, and (for purposes of convenience) restate the Initial Agreement as provided herein. The Authority shall be a public entity separate and apart from the entities of the parties to this Agreement, which is capable of exercising independent powers, separate and apart from the entities of the parties to this Agreement, to coordinate the operation of existing services for the homeless which the parties operated separately prior to forming the Initial Agreement, and to design, fund and operate other homeless and related social services to assist those in the community who are eligible for those services. County and City each possess the powers necessary to implement and accomplish this Agreement. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude City or County from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term.

The initial five year term of this Agreement is extended on an indefinite basis until terminated by either or both Parties, as provided herein. At least every five years from the date this Agreement is executed, or at such earlier time or times as the Board of Commissioners of the Authority (herein "the Commissioners") deem appropriate, the Commissioners may review the continued viability of the Authority to carry out its intended purposes.

Section 3. Termination and Amendments.

(a) No termination or amendment shall be made which is contrary to any contract and/or grant agreement entered into by the Authority with the United States of America, or with the State of California, or any department, administration or agency of either, if such contract or grant agreement was previously approved by the County or City.

(b) Subject to the provisions of subsection (a), the Parties may terminate or amend this Agreement as follows:

(1) This Agreement may be amended on 30 days' written notice pursuant to Section 12 hereof, and approval by the Parties

(2) Either Party may terminate its participation in this Agreement by giving written notice, pursuant to Section 12 hereof, no later than 180 days prior to the effective date of termination. In the event the Agreement is

terminated, any property acquired by the Authority as a result of the Agreement, including but not limited to money, shall be divided and distributed to the Parties in proportion to the contributions made by or attributed to the Parties respecting the property to be distributed unless otherwise required by law or by a franchise, license, permit, contract or other prior action of the Authority.

(c) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

(d) Additional separate political entities may become associated parties to this Agreement (the "associated parties") on such terms and conditions as the Parties may require, provided that the County and City consent and formal action approving such association is taken by the associated party's governing body. Associated parties shall have all the rights of the Parties hereto, except the right to terminate or amend this Agreement.

Section 4. The Authority.

(a). Creation of Authority.

Pursuant to the Act, there is hereby created a new, public entity, separate and apart from the Parties, to be known as the "Los Angeles Homeless Services Authority." The debts, liabilities and obligations of the Authority do not constitute debts, liabilities, or obligations of the Parties, or either of them, or of any associated party.

(b). Powers and Duties of the Authority.

The Authority shall have the powers common to the Parties to this Agreement to provide homeless programs and services and other related social services to assist those persons in the community who are eligible to receive those services. The Authority shall undertake such acts in furtherance of the programs and goals of County and City under this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents, servants and employees; to acquire, construct, manage, maintain, operate and lease buildings, works or improvements; to acquire, hold or dispose of property within the County; to incur debts, liabilities or obligations, which shall not constitute debts, liabilities or obligations of any Party to this Agreement; to receive services and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its

own name, except that in no event shall the Authority have the power to sue the Parties to this Agreement. The Authority may also solicit charitable contributions from private sources. Said powers shall be exercised in the manner provided in said Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City and County in the exercise of similar powers. The powers herein delegated to the Authority shall be exercised in accordance with the mode, manner and procedures of the City.

(c). The Commission.

(1). Appointees.

The Authority shall be governed by a Commission composed of ten (10) members. Five (5) Commissioners shall be appointed by the County Board of Supervisors ("Board"), and five (5) Commissioners shall be appointed by the Mayor and confirmed by the City Council ("Council"); provided however that if any of the City's appointees are members of the City Council, that appointment shall be concurred in only by the President of the Council. Of the five (5) City appointees, one member shall be appointed to represent the business interests in the downtown area. The Parties find and declare that the City downtown business appointee is intended to represent and further the interest of downtown businesses and that such representation and furtherance will ultimately serve the public interest and constitutes the public generally within the meaning of Government Code Section 87103. Commissioners shall serve at the pleasure of their respective appointing powers and may include at least one (1) elected official from each appointing power, which official may designate a representative to serve on his or her behalf.

(2). Terms.

All terms shall begin on appointment and shall be for three years, unless extended by the appointing powers.

(3). Successors and Vacancies.

Each Commissioner shall hold membership on the Commission during the term for which the Commissioner was appointed and until the Commissioner's successor is appointed, except that any Commissioner may be removed by the appointing party. In the case of a vacancy in membership on the Commission, the same shall be promptly filled by appointment thereto by the same party that made the original appointment. An appointment to fill a vacancy

occurring during an unexpired term shall be for the period of the unexpired term. The composition of the Commission may be amended from time to time by County and City to accommodate associated parties pursuant to Section 3(d) hereof

(d). Regular Meetings.

The Commission shall provide for its regular, adjourned regular, and special meetings; provided, however, that it shall hold at least one regular meeting in each month of the year unless there is an unforeseen emergency or a quorum cannot be present, and such further meetings as may be necessary to conduct the business of the Authority. The dates upon which and the hour and place at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be filed with County and City. At least seventy two hours prior to each Commission meeting, notice of said meeting shall be sent to each of the Parties.

(1) Ralph M. Brown Act.

The Commission shall adopt rules for conducting its meetings and other business. All meetings of the Commission, including without limitation regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of applicable state law, including the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code.)

(2) Minutes.

The Commission shall keep minutes of all regular, adjourned regular and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Commissioner and to the Parties and associated parties, according to the provisions of Section 12 hereof.

(3) Quorum.

A majority vote of the total membership of the Commission, not counting unfilled seats, shall be necessary for the transaction of business or for the approval of any matter, except for adjournment of a meeting which shall only require a majority vote of those present. Each member shall have one vote. No proxy or absentee voting shall be permitted.

(e). Officers

The Commission shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal year.

In the event that the chairperson or vice chairperson so elected ceases to be a Commissioner, the resulting vacancy shall be filled at the next regular meeting of the Commission held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Commission meetings.

(f). Attorney

The County Counsel and the City Attorney shall be and act as Attorney for the Authority. In the event both are precluded from acting because of a conflict of interest or other legal impediment, the Commission may employ independent counsel with the consent of the County and City, and provided funds are available in the Authority's budget and are appropriated by the Authority for such purpose.

(g). Advisory Board

The Authority may establish an Advisory Board (hereinafter "the Advisory Board") whose membership shall be determined by the Commission. The Advisory Board may adopt by-laws which shall be subject to the Commission's approval. The role of the Advisory Board is to advise the Commission on matters related to policy and planning for any of the purposes for which the Authority was formed. As such, the Advisory Board is charged with the following responsibilities: to provide legislative updates and public policy reviews to the Commission, to advise the Commission regarding standards and programs, to facilitate collaboration and communication between agencies serving the homeless, and to make recommendations to the Commission regarding homeless policies, programs and services. In carrying out these responsibilities, any such recommendations are advisory.

(h). Budget

The Commission shall annually, on or before the first day of February of each year, submit a proposed budget to the Parties. The proposed budget shall show each of the purposes for which the Authority will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. Each Party shall review the proposed budget and may make recommendations to the Commission for its final adoption.

Section 5. Personnel.

The Authority may employ an Executive Director, Chief Financial Officer, and such other officers or employees as the Authority may deem necessary to carry out any of its powers, upon such terms and conditions as the Authority may require, including the retaining of professional and technical assistance, provided that adequate funds are available in the Authority's budget and are appropriated by the Authority therefor. The Authority may fix and pay the compensation of its officers and employees. The officers and employees of the Authority shall not be deemed to be officers or employees of the City or County.

Section 6. Executive Director.

The Executive Director shall act as the general manager of the Authority to direct the day-to-day operations of the Authority. The Executive Director shall not concurrently be an employee of any of the parties or associated parties to this Agreement. The Executive Director shall serve at the will of the Commission and be subject to its policies, rules, regulations and instructions. The Executive Director shall have the powers delegated and assigned by the Commission.

Section 7. Treasurer and Auditor/Controller

Subject to the restrictions contained in Sections 6505.6 of the California Government Code, the Authority may appoint its Chief Financial Officer to be the Authority's Treasurer and/or Auditor/Controller. If so appointed, the Chief Financial Officer shall comply with the duties and responsibilities of the office or offices as set forth with in subdivisions (a) to (d) inclusive, of Section 6505.5.

Until such time as the Chief Financial Officer is appointed as the Authority's Treasurer and/or Auditor/Controller, and the funds of the Authority in County accounts are transferred to the Authority, the Auditor-Controller and Treasurer of the County will continue in their capacities to assume these responsibilities.

Section 8. Accounts and Reports

The books and records of the Authority in the hands of the Chief Financial Officer shall be open to inspection at all reasonable times by representatives of County and City. The Chief Financial Officer shall make a complete written report of all the Authority's Financial activities for each fiscal year within 180 days after the fiscal year closes, and shall provide such report to

County and City. City and/or County may conduct an independent financial and management report at its own expense.

Once the Authority appoints the Chief Financial Officer to be the Authority's Treasurer and/or Auditor-Controller and the funds of the Authority in County accounts are transferred to the Authority, the County Auditor-Controller shall conduct a quarterly financial review of the Authority's accounts and records during the succeeding twelve months and a semi-annual review during the second and third year. Such reports of these reviews shall be filed with the County and City.

The Chief Financial Officer shall cause an annual independent audit of the accounts and records of the Authority and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code Section 6505. Such audits shall be filed with County and City and shall be made available to the public.

Section 9. Funds.

In the event the Authority designates its Chief Financial officer to fill the functions of Treasurer and/or Auditor/Controller, the Chief Financial Officer shall:

- (a) Establish and maintain such funds and accounts as may be required by standard accounting practice or by any provisions of any resolution of the Authority, including a separate account for receipt and disbursement of contributions from any source.
- (b) Receive and receipt for all money of the Authority and place it in the proper account with the treasury of the Authority.
- (c) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all Authority funds so held by him or her.
- (d) Be responsible for the deposit of all money belonging to or in the custody of the Authority, as referred by California Government Code Section 53635.
- (e) Be responsible for the investment of surplus funds of the Authority not required for the immediate needs of the Authority, in accordance with the investment policy adopted annually by the Commission of the Authority and then in effect and Government Code Section 53601 and 53635.

(f) Pay, when due, out of money of the Authority held by him or her, all sums payable on outstanding bonds of the Authority (if any).

(g) Pay any other sums due from the Authority, or any portion thereof, as determined by the Commission and then in effect.

Section 10. Assistance To Authority.

The Parties, except as prohibited by law and this Agreement, may at any time make contributions from their treasuries or other sources to the Authority for the purposes set forth herein, may make advances of public funds for such purposes, and may use their personnel, equipment or property in lieu of other contributions or advances. Such sums shall be paid to and disbursed by the Authority. The method and manner of such payment, disbursement and possible repayment shall be determined by the Commission.

Section 11. Contributions By The Parties.

(a). Annual Contributions.

Each Party agrees to cooperate with the Authority to determine which program services and program and administrative funds will be made available to the Authority in each fiscal year. In order to further the purposes set forth in this Agreement for each fiscal year that this Agreement is in effect, each Party shall contribute to the Authority as follows:

1) Program Funds

The full amount of the Emergency Shelter Grant (ESG) program funds as allocated to the City and County annually by the U.S. Department of Housing and Urban Development, or any successor grant program funds serving essentially the same purposes. Either Party may contribute additional program funds as deemed appropriate for the construction and/or operation of homeless facilities and programs.

2) Administrative Funds

Each Party shall contribute funds annually towards the Authority's administrative overhead to administer homeless programs in the City and County under the Supportive Housing Program, Emergency Services Grant Program, Los Angeles Homeless Initiative Program, and Emergency Food and Shelter Program grants. Annual Contributions by each Party shall initially be determined by establishing an administrative overhead base for Fiscal Year 2000-2001 as set forth in subsections (a) and (b) below. The Authority may request

adjustments to each Party's administrative overhead base in subsequent budget years in accordance with subsection (c).

a) The County of Los Angeles shall contribute up to \$912,000 for Fiscal Year 2000-2001. This contribution will include \$556,000 from the General Fund with up to \$40,000 allocated for the provision of legal counsel to the Authority, and the amount of ESG administrative funds allocated to the County by HUD. The balance and source of funds will be determined by the County.

b) The City of Los Angeles shall contribute up to \$1,166,570 for Fiscal Year 2000-2001. The contribution will include the amount of ESG administrative funds allocated to the City by HUD.

c) At its discretion, either Party may contribute additional administrative funds to the Authority as deemed appropriate. The Authority may also request either Party to contribute additional administrative funds annually by submitting a proposed budget to each Party in accordance with Section 4 (h) of the Agreement. The proposed budget shall show each of the purposes for the additional administrative funds and estimated amount for each purpose. Each Party shall review the proposed budget and present final funding recommendations for adoption by the governing body of each Party. The annual approved budget by each Party shall constitute the combined approved budget of the Authority for the ensuing fiscal year.

(b). Unavailability of Grant Funds for Homeless Programs

In the event that grant funds for homeless programs or services are no longer available to either Party, this contribution obligation shall cease. In the event this obligation ceases, either Party may exercise its right to withdraw or terminate pursuant to Section 3 hereof.

(c). Use of Contributed Funds

The contribution of the City shall be used to fund services only within the City. The contribution of the County may be used to fund services within both the City and Countywide, consistent with grant restrictions. The Authority shall comply with all Federal statutory and legal requirements in respect to all Federal grant funds contributed by each party.

The intent of the Parties is that the homeless be served in any location in the County where service is available. The County agrees, insofar as programs administered by the Authority are concerned, not to unilaterally reduce its level of effort in the City relative to its efforts elsewhere in the County. In

addition, the Authority shall ensure that homeless needs identified in urban County areas are given due consideration for funding based upon the needs and priorities established in the Consolidated Planning process.

Section 12. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to the Authority for formal notice:

(a) Los Angeles Homeless Services Authority:

Executive Director,
Los Angeles Homeless Services Authority
548 South Spring Street, Suite 400
Los Angeles, California 90013

(b) County of Los Angeles:

Director,
Los Angeles County Department of Community
And Senior Services
3175 West Sixth Street
Los Angeles, California 90020

(c) City of Los Angeles:

General Manager,
City of Los Angeles Community Development
Department
215 West Sixth Street
Los Angeles, California 90014

Section 13. Other Obligations.

The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided in supplemental agreements or amendments executed by the Parties.

Section 14. Severability

Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.

Section 15. Miscellaneous

(a). Section Headings

The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.

(b). Laws Of California

This Agreement is made in the State of California under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of California.

(c). Fiscal Year

For the purposes of this Agreement, the "fiscal year" shall mean the period from July 1 of each year to and including the following June 30.

(d). Consent Not Unreasonably Withheld

Whenever in this Agreement any consent or approval is required the same shall not be unreasonably withheld.

Section 16. Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(c) Fiscal Year.

For the purposes of this Agreement, the "fiscal year" shall mean the period from July 1 of each year to and including the following June 30.

(d) Consent Not Unreasonably Withheld.

Whenever in this Agreement any consent or approval is required the same shall not be unreasonably withheld.

Section 16. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers hereunto duly authorized, their official seals to be hereto affixed as of the date first herein above written.

DATE: FEB 28 2001
ATTEST: VIOLET VARONA-LUKENS
EXECUTIVE OFFICER -
CLERK OF THE BOARD OF SUPERVISORS
By: [Signature] Deputy
Clerk of the Board

COUNTY OF LOS ANGELES

By: [Signature]
Mayor of the Board

APPROVED AS TO FORM:

LLOYD W. PELLMAN,
County Counsel



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By: [Signature]
Principal Deputy County Counsel

22

FEB 13 2001

[Signature]
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

DATE: 2-23-01

CITY OF LOS ANGELES

ATTEST:



By: [Signature]
City clerk

By: [Signature]
General Manager, Community
Development Department

APPROVED AS TO FORM:

JAMES K. HAHN,
City Attorney

By: [Signature]
Senior Assistant City Attorney

FY 2017-18
SERVICES AND COMPENSATION

In Fiscal Year 2017-18, LAHSA shall provide the services below for all programs and strategies in Tables 1 and 2. The County shall provide funding in the amounts below.

Table 1: County Homeless Programs Approved for Funding

PROGRAM	HPI / NET COUNTY COST (NCC)		
	On-Going	One-Time	Total
Homeless Service Funds (HSF)	\$--	\$2,687,000	\$2,687,000
Year Round Emergency Shelter Program (YRP)	2,500,000	--	2,500,000
Administration / Operating Costs	2,062,000	--	2,062,000
Emergency Response Team (ERT)	299,000	1,049,000	1,348,000
Coordinated Entry System (CES) and CES Administration	200,000	1,080,000	1,280,000
CES for Families	1,000,000	--	1,000,000
Winter Shelter Program	750,000	--	750,000
Homeless Count	550,000	55,000	605,000
Continuum of Care	347,000	63,000	410,000
Tech. Asst. / Capacity Dev. Initiative	--	300,000	300,000
TOTAL	\$7,708,000	\$5,234,000	\$12,942,000

Homeless Service Funds (HSF) - \$2,687,000 (one-time)

The HSF provides various homeless services as directed by the Board.

Year Round Emergency Shelter Program (YRP) - \$2,300,000 (on-going)

YRP Administration - \$200,000 (on-going)

The YRP provides basic emergency shelter and case management to provide emergency assistance immediately upon becoming homeless and is an essential component of the Los Angeles Homeless Continuum of Care. The program provides safe and secure shelter to men, women, and families who need shelter, access to showers, and meals for a brief period before resolving the issues that created the homeless episode. YRP also offers case management and supportive services to engage program participants who need more assistance by connecting them to benefits and stable housing opportunities.

Administration / Operating Costs - \$2,062,000 (on-going)

The funding supports LAHSA's critical program management and administration over the County Homeless programs.

**Emergency Response Team (ERT) - \$1,348,000
(\$299,000 on-going & \$1,049,000 one-time)**

The ERT staff provides intense outreach efforts to locate, identify, assess, and refer homeless individuals and families to supportive services and housing opportunities.

**Coordinated Entry System (CES) - \$1,280,000
(\$200,000 on-going & \$1,000,000 one-time for CES & CES Administration - \$80,000 (one-time))**

The CES provides a uniform method for assessing individuals in need of housing and supportive services in a coordinated approach across the eight County Service Provider Areas (SPAs). The CES complements and enhances all County homeless programs.

Coordinated Entry System (CES) for Families - \$1,000,000 (on-going)

The CES provides a uniform method of assessing families in need of housing and supportive services in a coordinated approach across the eight County SPAs. The CES complements and enhances all County homeless programs

Winter Shelter Program (WSP) - \$750,000 (on-going)

The WSP provides emergency shelter beds during cold winter months.

**Homeless Count - \$605,000
(\$550,000 on-going & \$55,000 one-time)**

The funding supports LAHSA's annual homeless count.

**Continuum of Care (CoC) - \$410,000
(\$347,000 on-going & \$63,000 one-time)**

The funding reflects a required cash match in order to receive HUD grant funding.

Technical Assistance / Capacity Development Initiative - \$300,000 (one-time)

The funding will support an increased investment in solutions to homelessness by investing in training and technical assistance for the community-based organizations.

Table2: Homeless Initiative (HI) Strategies Approved for Funding

STRATEGY	HPI / NCC ONE-TIME CARRYOVER	AB109 ONE-TIME CARRYOVER	MEASURE H	TOTAL
HI Strategy A1	\$--	\$--	\$3,000,000	\$3,000,000
HI Strategy A5	--	--	5,500,000	5,500,000
HI Strategy B3	5,221,000	--	41,996,000	47,217,000
HI Strategy B4	455,000	--	--	455,000
HI Strategy B7	2,241,000	3,456,000	1,778,000	7,475,000
HI Strategy E6	2,049,000	--	6,025,000	8,074,000
HI Strategy E7	1,954,000	--	26,000,000	27,954,000
HI Strategy E8	1,225,000	--	50,981,000	52,206,000
HI Strategy E12	1,000,000	--	--	1,000,000
HI Strategy E14	2,135,000	--	5,000,000	7,135,000
TOTAL	\$16,280,000	\$3,456,000	\$140,280,000	\$160,016,000

HI Strategy A1 – Homeless Prevention Program for Families - \$3,000,000 (Measure H)

This funding supports a homeless prevention program that provides rental subsidies, case management and employment services, and legal services to families in danger of becoming homeless.

HI Strategy A5 – Homeless Prevention Program for Individuals – \$5,500,000 (Measure H)

This funding will support a homeless prevention program that provides rental subsidies, case management and employment services, and legal services to individuals in danger of becoming homeless.

HI Strategy B3 – Partner with Cities to Expand Rapid Re-Housing - \$47,217,000 (\$41,996,000 Measure H & \$5,221,000 in one-time, non-Measure H, carryover funding)

The funding supports rapid re-housing to help homeless families/individuals/youth with low-to-moderate housing barriers to be quickly re-housed and stabilized in permanent housing.

HI Strategy B4 – Facilitate Utilization of Federal Housing Subsidies - \$455,000 in one-time, non-Measure H, carryover funding.

The funding will support incentives for landlords to accept subsidized tenants.

HI Strategy B7 – Interim/Bridge Housing for those Exiting Institutions - \$7,475,000 (\$1,778,000 Measure H & \$5,697,000 in one-time, non-Measure H, carryover funding)

The funding supports the development and implementation of a plan to increase the interim/bridge housing stock across the County.

**HI Strategy E6 – Countywide Outreach System - \$8,074,000
(\$6,025,000 Measure H & \$2,049,000 in one-time, non-Measure H carryover funding)**

The funding will support the development and implementation of a plan to leverage current outreach efforts and create a countywide network of multidisciplinary, integrated street-based teams to identify, engage and connect, or re-connect, homeless individuals to interim and/or permanent housing and supportive services.

**HI Strategy E7 – Strengthen the Coordinated Entry System - \$27,954,000
(\$26,000,000 Measure H & \$1,954,000 in one-time, non-Measure H carryover funding)**

The funding supports the development of a plan to strengthen the Coordinated Entry System for adults, families, and youth.

**HI Strategy E8 – Enhance the Emergency Shelter System - \$52,206,000
(\$50,981,000 Measure H & \$1,225,000 in one-time, non-Measure H carryover funding)**

The funding supports the enhancement of the Emergency Shelter System in an effort to create an effective point-of-access to and component of an integrated homeless services system.

HI Strategy E12 – Enhanced Data Sharing and Tracking - \$1,000,000 in one-time, non-Measure H carryover funding.

The funding supports the development and implementation of a plan to enhance data sharing and tracking.

**HI Strategy E14 – Enhanced Services for Transition Age Youth - \$7,135,000
(\$5,000,000 Measure H & \$2,135,000 in one-time, non-Measure H carryover funding)**

The funding supports the expansion of the Youth Coordinated Entry System and programs providing housing navigation, access/drop-in centers, shelter, after care/case management and transitional housing for youth.

COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE
HPI REIMBURSEMENT CLAIM
HOMELESS INITIATIVE

DRAFT

AGENCY/DEPARTMENT

NAME: _____

STRATEGY: _____

ADDRESS: _____

CLAIM PERIOD: _____

CITY: _____

DATE PREPARED: _____

CONTACT PERSON: _____

HPI AMOUNT REQUESTED: _____

PHONE: _____

FAX: _____

E-MAIL: _____

THE ORIGINAL INVOICE SHOULD BE SIGNED USING A BALLPOINT PEN WITH BLUE INK

CERTIFICATION

I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE AMOUNTS SPECIFIED ARE TRUE AND CORRECT
I UNDERSTAND THAT PAYMENT ON THIS CLAIM MAY BE DELAYED OR WITHHELD IF THIS REQUEST FOR
REIMBURSEMENT CONTAINS ANY ERRORS OR OMISSIONS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLAIM, PLEASE CONTACT:

NAME

TELEPHONE

AUTHORIZED SIGNATURE (Use Blue Ink)

DATE

TITLE

HI USE ONLY

STRATEGY LEAD _____

DATE: _____

**COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE
HPI REIMBURSEMENT CLAIM
HOMELESS INITIATIVE**

DRAFT

Agency/Department Name: _____ Claim Period: _____
 Strategy: _____ Date Prepared: _____
 HPI Amount Requested: _____

AGENCY/DEPARTMENTAL STAFFING*	<i>Prior Expended</i>	<i>Expended This Claim Period</i>	<i>Expended To Date</i>
	\$ -	\$ -	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Staffing Cost	\$ -	\$ -	\$ -
SERVICES & SUPPLIES			
	\$ -	\$ -	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Services and Supplies	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -

* Staffing may include administration and/or indirect costs

HPI SUMMARY

Total Approved Funding	\$ -
Less: Advances	\$ -
Previously Approved Claims	\$ -
Pending Claims	\$ -
Current Claim	\$ -
Available HPI Funding	<u>\$ -</u>

AB109 SUMMARY

Total Approved Funding	\$ -
Less: Previously Approved Claims	\$ -
Pending Claims	\$ -
Current Claim	\$ -
Available AB109 Funding	<u>\$ -</u>

SB678 SUMMARY

Total Approved Funding	\$ -
Less: Previously Approved Claims	\$ -
Pending Claims	\$ -
Current Claim	\$ -
Available SB678 Funding	<u>\$ -</u>

**MEASURE H
Qualified Expenditure Certification
Fiscal Year 2017-18: [Quarter XX]
[Period of Claim]**

HI Strategy:

The funds were spent in the following budget unit and appropriation account(s) for Measure H.

Expenditure	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD Claimed	Adjusted Budget	Budget to Actual Variances
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

I certify that the expenditures are accurate and allowable.

Stuart Jackson
Signature

Title

Date

Reviewed By:

CEO Homeless Initiative Lead
Signature

Date

Reviewed By:

CEO Budget Analyst
Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: LOS ANGELES HOMELESS SERVICES AUTHORITY

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date
