



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: June 6, 2019
TIME: 1:00 p.m. – 2:00 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.
Two (2) minutes are allowed for each item.

1. **Call to order – Mark Baucum/Gevork Simdjian**
2. **Public Comment**
(2 minutes each speaker)
3. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
APPROVAL OF A TWO-YEAR EXTENSION TO AGREEMENT WITH PERFORMING ARTS CENTER OF LOS ANGELES COUNTY FOR GRAND PARK MAINTENANCE, OPERATING, AND PROGRAMMING
CEO/RE – Joyce Chang, CEO Manager
 - B) Board Letter:
INTRODUCTION OF AN ORDINANCE TO PROVIDE SOURCE OF INCOME PROTECTION TO RENTERS RESIDING IN THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY
LACDA – Linda Jenkins, Manager
4. **PRESENTATION/DISCUSSION ITEMS:**
 - A) RISK MANAGEMENT INFORMATION SYSTEM (RMIS) SIX-MONTH UPDATE (15 minutes)
CEO/RM – Steven Robles, County Risk Manager
5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

(5 minutes)

- A. Board Letter:
APPROVE IMMEDIATE APPOINTMENT OF A COUNTY RETIREE
RR/CC – Jeffrey Watanabe, Administrative Services Manager I

- B. Board Letter:
AWARD OF SERVICES CONTRACT FOR ON-CALL OPERATIONS
TELEMETRY SYSTEM MAINTENANCE SERVICES FOR SEAWATER
BARRIERS, SPREADING GROUNDS, AND RUBBER DAMS
DPW – Adam Lee, Associate Civil Engineer and
Jesse Juarros, Departmental Chief Information Officer

- C. HIRING TIMELINE IMPROVEMENTS AND HIRING METRICS UPDATE
DHR – Lisa Garrett, Director of Personnel or designee

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	6/6/2019	
BOARD MEETING	6/25/2019	
SUPERVISORIAL DISTRICT AFFECTED	First District	
DEPARTMENT	Chief Executive Office	
SUBJECT	Authorize CEO to extend the term of the Grand Park Maintenance, Operating, and Programming Agreement with the Performing Arts Center of Los Angeles County (PACLAC) for two years.	
PROGRAM	CEO Asset Management - Grand Park	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: As part of the Grand Avenue Project in February 2010, the Board directed CEO to negotiate an agreement with PACLAC for programming, operations, and maintenance of Grand Park.	
DEADLINES/ TIME CONSTRAINTS	Current agreement expires June 30, 2019.	
COST & FUNDING	Total cost: The budget for Grand Park is approved by the Board through the annual budget process. The FY 2019-20 recommended budget includes \$4,554,000 for Grand Park.	Funding source: Net County Cost
	TERMS (if applicable): The amendment will not change any of the contract terms.	
	Explanation: Grand Park's operating budget is funded by net County cost, but is partially offset by revenue collected from concessions, parking, facility rental, and event fees.	
PURPOSE OF REQUEST	CEO is requesting authority to execute an amendment to the Grand Park agreement with PACLAC to extend the current agreement for 2 additional years.	
BACKGROUND (include internal/external issues that may exist)	The CEO has engaged with PACLAC in discussions regarding a longer term extension of the Grand Park agreement. The two-year extension of the current agreement is intended to provide the County and PACLAC with the time necessary to fully explore the future options for the Grand Park agreement. The Grand Park agreement is separate from the PACLAC's operating leases with the County for the Music Center and the Walt Disney Concert Hall.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Joyce Chang, Manager - CEO Real Estate (213) 974-3078 JChang@ceo.lacounty.gov 	



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

June 25, 2019

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

Dear Supervisors:

**APPROVAL OF A TWO-YEAR EXTENSION TO AGREEMENT WITH
PERFORMING ARTS CENTER OF LOS ANGELES COUNTY
FOR GRAND PARK MAINTENANCE, OPERATING, AND PROGRAMMING
AGREEMENT NO. AO-12-088
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of the recommended actions will authorize the Chief Executive Officer, or her designee, to extend the term of the Grand Park Maintenance, Operating, and Programming Agreement with the Performing Arts Center of Los Angeles County, a non-profit corporation, for two years.

IT IS RECOMMENDED THAT THE BOARD:

1. Determine that the recommended actions are within the scope of the Grand Avenue Project impacts analyzed in the Environmental Impact Report and Addendum previously certified by your Board.
2. Determine that the amendment to Agreement No. AO-12-088 will further serve public purposes and be in the best interest of the County and general public.
3. Authorize the Chief Executive Officer, or her designee, to negotiate and execute an amendment to Agreement No. AO-12-088 with the Performing Arts Center of Los Angeles County for Grand Park Maintenance, Operating, and Programming to extend the agreement for two years through June 30, 2021.

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will comply with the California Environmental Quality Act (CEQA) and allow the Performing Arts Center of Los Angeles County (PACLAC) to continue providing maintenance, operations, and programming services at Grand Park through June 30, 2021, by amending the Grand Park Maintenance, Operating, and Programming Agreement dated June 26, 2012, between the County of Los Angeles (County) and PACLAC (Agreement). The Agreement currently expires June 30, 2019.

Implementation of Strategic Plan Goals

The recommended actions support Strategic Plan Goal 2: Foster Vibrant and Resilient Communities by specifically addressing Strategy II.2 – Support the Wellness of Our Communities and II.2.2: Expand Access to Recreational and Cultural Opportunities. The continued maintenance, operation, and programming at Grand Park provide a venue for individuals and families to exercise, relax, enjoy the outdoors, and participate in cultural activities in the midst of an urban setting.

FISCAL IMPACT/FINANCING

The ongoing County obligation for the maintenance, operations, and programming in Grand Park's operating budget is funded by net County cost but is partially offset by revenue collected from concessions, parking, facility rental, and event fees. Based on the monitoring of actual operational expenditures and revenue, the ongoing County obligation is estimated and included as part of the County Budget process. The Fiscal Year (FY) 2018-19 net County contribution for Grand Park operations was \$4,569,000. The recommended budget for FY 2019-20 includes \$4,554,000 net County contribution for Grand Park's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by the provisions of Government Code Section 26227 to contract with a non-profit corporation to operate programs and make the property available to meet the social needs of the County and serve public purposes.

The Agreement had an initial term of three years, with one two-year option. On July 1, 2014, the Board authorized the Chief Executive Officer (CEO) to exercise the option, extending the term to June 25, 2017. On May 2, 2017, the Board authorized the CEO to extend the term of the Agreement through June 30, 2018. On May 15, 2018, the Board authorized the CEO to extend the term through June 30, 2019. By approving the recommended action, the Board authorizes the CEO to extend the Agreement for two additional years through June 30, 2021. Accordingly, PACLAC would continue to provide services to visitors of Grand Park under the current terms and conditions of the Agreement.

On November 11, 2018, the CEO provided advance notice to the Board of its intent to negotiate a sole source contract amendment to extend the current Grand Park operating agreement. The CEO is still negotiating with PACLAC regarding a longer-term extension. The recommended two-year extension will provide the CEO and PACLAC with the time necessary to continue those negotiations.

ENVIRONMENTAL DOCUMENTATION

On February 13, 2007, acting as a responsible agency, the Board certified the Grand Avenue Project Environmental Impact Report (EIR), as prepared and certified by the Grand Avenue Authority as the lead agency for the Grand Avenue Project. On August 17, 2010, the Board certified an Addendum to the previously certified EIR. The recommended actions are within the scope of the Grand Avenue Project in the previously certified EIR and Addendum.

There are no changes to the Grand Avenue Project or to the circumstances under which the Grand Avenue Project is undertaken that would require further review under CEQA.

Upon the Board's approval of the amendment, the CEO will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Public Resources Code Section 21152.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow PACLAC to continue to provide the current maintenance, operations, and programming at Grand Park.

The Honorable Board of Supervisors
June 25, 2019
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CONCLUSION

It is requested that the Executive Office, Board of Supervisors return a certified copy of the Minute Order and the adopted stamped Board letter to the Chief Executive Office, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

Sachi A. Hamai
Chief Executive Officer

SAH:JJ:DPH
DL:JLC:gw

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

Enclosures

**GRAND PARK MAINTENANCE, OPERATING, AND PROGRAMMING AGREEMENT
CONTRACT NO. AO-12-088**

AMENDMENT NO. 3

This Amendment No. 3 ("Amendment" or "Amendment No. 3") to the Grand Park Maintenance, Operating, and Programming Agreement, Contract No. AO-12-088, dated June 26, 2012 ("Agreement"), is entered into as of this ____ day of _____, 2019 ("Effective Date") by and between the County of Los Angeles, a political subdivision of the State of California ("County") and the Performing Arts Center of Los Angeles County (PACLAC) ("Contractor"), hereafter referred to as the Parties ("Parties"), with reference to the following facts:

RECITALS

WHEREAS, the County is the owner of the Grand Park located south of the County Hall of Administration, County Hall of Records, and Clara Shortridge Foltz Criminal Justice Center, east of Grand Avenue, north of Stanley Mosk Superior Courthouse, County Law Library, and City of Los Angeles-owned parcel located on First Street bounded by Spring Street and Broadway, west of Spring Street, in the City of Los Angeles, County of Los Angeles, State of California.

WHEREAS, pursuant to California Government Code Section 26227, the County may contract with and make property available to a nonprofit corporation to operate programs to meet the social needs of the County which the Board of Supervisors determines to be in the best interest of the County and the general public.

WHEREAS, Grand Park improvements have been designed and built as part of the Grand Avenue Project approved by the Grand Avenue Joint Powers Authority and its members, the County and the CRA/LA, a Designated Local Authority and the legal successor agency to the original member agency, the Community Redevelopment Agency of the City of Los Angeles. Grand Park has been designed and constructed to be an expanded and improved destination urban park essential to the revitalization of Grand Avenue and the phased redevelopment of the Grand Avenue Project development parcels owned by the County and the CRA/LA.

WHEREAS, the Board of Supervisors approved agreements related to development of Grand Park as part of the Grand Avenue Project on February 16, 2010 and further directed the Chief Executive Officer to negotiate with the Performing Arts Center of Los Angeles County for the programming, operations and maintenance of Grand Park and to return to the Board of Supervisors with an operating agreement for approval prior to the completion of the development of the Grand Park project;

WHEREAS, the Board of Supervisors delegated to the Chief Executive Office the authority to negotiate and execute a Maintenance, Operating, and Programming Agreement with the Performing Arts Center of Los Angeles County on May 29, 2012 and authorized the Chief Executive Office to take any other actions consistent with and/or necessary for the implementation of the foregoing approvals;

WHEREAS, County and PACLAC entered into the Agreement, dated as of June 26, 2012 pursuant to which PACLAC has operated, maintained and administered programming for Grand Park; and

WHEREAS, County executed Amendment #1 to the Agreement on May 31, 2017 to extend the term by one year through June 30, 2018;

WHEREAS, County executed Amendment #2 to the Agreement on June 20, 2018 to extend the term by one year through June 30, 2019;

WHEREAS, County and PACLAC desire to amend the Agreement to extend the term by two additional years through June 30, 2021;

NOW THEREFORE, in consideration of the foregoing recitals, each of which is deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Agreement shall be amended as follows:

1. This Amendment shall commence and be effective upon the date of execution hereof.
2. **CONTRACT, SECTION 19.(A), TERM**, is amended by the addition of the following:

Following the expiration of the additional extended year, the Agreement shall be extended for one additional year, expiring on **June 30, 2021**.

3. Except for the changes set forth herein, the Agreement shall not be changed in any respect by this Amendment No. 3. All changes set forth in this Amendment Three shall be effective upon execution and have no retroactive effect.
4. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed on their behalf by their duly authorized officials.

COUNTY OF LOS ANGELES

**PERFORMING ARTS CENTER
OF LOS ANGELES COUNTY**

By: _____
SACHI A. HAMAI

By: _____
SIGNATURE

Title: Chief Executive Officer

Print Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Casey Youn
Senior Deputy County Counsel

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	6/6/2019	
BOARD MEETING	6/11/2019	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Los Angeles County Development Authority (LACDA)	
SUBJECT	INTRODUCTION OF AN ORDINANCE TO PROVIDE SOURCE OF INCOME PROTECTION TO RENTERS RESIDING IN THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY	
PROGRAM	Source of Income Protection	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: No funding requested	Funding source: N/A
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	This letter recommends introduction of the "Source of Income Discrimination Relating to Residential Rental Properties" ordinance under Title 8 Consumer Protection, Business and Wage Regulation of the Los Angeles County Code. This ordinance would ensure that all persons with the ability to pay for housing are considered for housing, regardless of whether they receive a Section 8 housing subsidy or housing assistance of any kind.	
BACKGROUND (include internal/external issues that may exist)	<p>On January 15, 2019, the Board adopted a motion by Supervisors Sheila Kuehl and Mark Ridley-Thomas "Creating Solutions to Affirmatively Further Fair Housing in Los Angeles County," that directed County Counsel, in consultation with LACDA, to prepare a source of income protection ordinance that would prevent landlord discrimination against housing applicants with government-provided rental assistance including, but not limited to, Section 8 Housing Choice Vouchers, other Federally-funded rental assistance programs, the Flexible Housing Subsidy Pool and rapid re-housing rental assistance.</p> <p>Current State of California laws prohibits housing discrimination based on source of income, but does not protect Section 8 voucher holders as established by case law (Sabi v. Sterling (2010) 183 Cal.App.4th 916). As a result, housing providers are not mandated to treat Section 8 vouchers or other rental assistance programs as income.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Linda Jenkins, Manager, LACDA, (626) 586-1765, Linda.Jenkins@lacda.org 	

June 11, 2019

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

Dear Supervisors:

**INTRODUCTION OF AN ORDINANCE TO PROVIDE SOURCE OF INCOME
PROTECTION TO RENTERS RESIDING IN THE UNINCORPORATED AREAS OF
LOS ANGELES COUNTY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends that your Board introduce the “Source of Income Discrimination Relating to Residential Rental Properties” ordinance under Title 8 Consumer Protection, Business and Wage Regulation of the Los Angeles County Code.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that approval of this Source of Income Discrimination Relating to Residential Rental Properties ordinance is not a project under the California Environmental Quality Act (CEQA), for the reasons stated in this letter and in the record.
2. Approve the repeal of Chapter 8.58 relating to “Mobilehome Park Tenant Protections” and introduce Chapter 8.58 entitled “Source of Income Protection Discrimination Relating to Residential Rental Properties.”

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 15, 2019, the Board of Supervisors (Board) adopted a motion by Supervisors Sheila Kuehl and Mark Ridley-Thomas “*Creating Solutions to Affirmatively Further Fair Housing in Los Angeles County*,” that directed County Counsel, in consultation with the

Executive Director of the Los Angeles County Development Authority (LACDA), to prepare a source of income protection ordinance within 120 days that would prevent landlord discrimination against housing applicants with government-provided rental assistance including, but not limited to, Section 8 Housing Choice Vouchers, other Federally-funded rental assistance programs, the Flexible Housing Subsidy Pool and rapid re-housing rental assistance.

Throughout the County of Los Angeles, rents are continuing to rise as market pressures such as the increasing real estate costs, leading to a decrease of affordability and stability of housing stock in unincorporated Los Angeles. According to the California Housing Partnership Corporation, the County needs 586,255 additional housing units that would house lower-income individuals and families to meet current needs. In addition, Section 8 voucher holders in the County are frequently denied housing opportunities by landlords who discriminate based on a tenant's rental subsidy assistance. In a county with less than a three percent (3%) vacancy rate and approximately 38,000 individuals/families on the County's waiting list for Section 8 housing, this form of discrimination further limits the rental inventory for rental subsidy assisted families and is thereby effectively eliminating housing choice options. There are also instances of discrimination against housing applicants who have housing subsidies through other Federal and local rental assistance programs.

Current State of California laws prohibits housing discrimination based on source of income, but does not protect Section 8 voucher holders as established by case law (*Sabi v. Sterling (2010) 183 Cal.App.4th 916*). As a result, housing providers are not mandated to treat Section 8 vouchers or other rental assistance programs as income.

The Board of Supervisors can redress the severe housing crisis in the County and help alleviate the housing crisis by ensuring that all persons with the ability to pay for housing are considered for housing, regardless of whether they receive a housing subsidy or housing assistance of any kind.

FISCAL IMPACT/FINANCING

No impact to the County general fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under this ordinance, "Covered Rental Unit(s)" means any dwelling unit as defined in California Civil Code section 1940, subsection (c), including joint living and work quarters, located in unincorporated areas of the County and used or occupied in consideration of payment of rent with the exception of those units designated in Section 8.58.040 of this ordinance as exempt. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, accessory dwelling units, and mobilehomes rented by the owner of a mobilehome to a tenant, whether or not the residential use is legally permitted. The exemptions apply to nursing, convalescent, or

retirement homes; and to the rental or leasing of any dwelling unit in which the owner or any member of his/her family occupies one of the dwelling units and it is necessary for the owner to use either a bathroom or kitchen facility common with the prospective tenant.

Source of Income is defined as any lawful source of income for rental payment, including from a rental assistance program, security deposit assistance program, or housing subsidy program from any federal, state, or local government, or nonprofit or charitable agency, whether paid directly to the program participant, landlord or representative, including, but not limited to the Section 8 Housing Choice Vouchers, other federally-funded rental assistance programs, the Flexible Housing Subsidy Pool, and rapid re-housing rental assistance.

Once adopted, the ordinance will prohibit any person, or any authorized agent or employee of such person, to do any of the following as wholly or partially based on Source of Income:

- 1) Interrupt, terminate, fail or refuse to initiate or conduct any transaction in real property, including, but not limited to, offering for rent or lease, renting, leasing, or listing any Covered Rental Unit; or falsely represent that a Covered Rental Unit is not available for transaction;
- 2) Include or apply terms or conditions, in connection with the rental of a Covered Rental Unit, any clause, condition or restriction, which unlawfully indicates preference, limitation, or discrimination based on Source of Income;
- 3) Refuse or restrict facilities, services, repairs, or improvements for any current or prospective tenant or lessee of a Covered Rental Unit; or
- 4) Make, print, publish, advertise, or disseminate in any way, or cause to be made, printed or published, advertised or disseminated in any way, any notice, statement, or advertisement with respect to any Covered Rental Unit offered for rent, or with respect to financing related to any such transaction, which unlawfully indicates preference, limitation, or discrimination based on Source of Income.

The ordinance will also prohibit economic discrimination and make it unlawful for any person offering for rent or lease, renting, leasing, or listing any Covered Rental Unit, or any authorized agent or employee of such person, to use a financial or income standard for the rental of a Covered Rental Unit that does either of the following:

- 1) Fails to account for any rental payments or portions of rental payments that will be made by other individuals or organizations on the same basis as rental payments to be made directly by the tenant or prospective tenant; or
- 2) Fails to account for the aggregate income of persons residing together or proposing to reside together or an aggregate income of tenants or prospective

tenants and their cosigners or proposed cosigners on the same basis as the aggregate income of married persons residing together or proposing to reside together.

Actions for civil injunctive and equitable relief may be brought by any aggrieved person, by county counsel, the district attorney, or by any person or entity, which will fairly and adequately represent the interest of the protected class. Any person who violates any provisions of this ordinance or who aids in the violation of any provisions of this ordinance is:

- 1) Liable for, and the court must award to the individual whose rights are violated, three times the amount of special and general damages, or, in the case of unlawful discrimination in the rental unit, three times the amount of one month's rent that the landlord charges for the unit in question. The court may award in addition not less than two hundred dollars but not more than four hundred dollars, together with attorneys' fees, costs of action, and punitive damages;
- 2) Liable for a separate civil action for each provision of this ordinance that he or she violates, and for each instance in which he or she violates this ordinance; and
- 3) Remedies provided in this ordinance are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or procedures provided by law.

Any person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than one thousand dollars or imprisonment in the county jail for a period not exceeding six months, or both.

Actions filed pursuant to this ordinance must be filed within one year of the alleged discriminatory acts.

Expanded Fair Housing Services will be funded in the 2019-2020 fiscal year to educate landlords and tenants about this new ordinance. In addition, the LACDA will be implementing a Customer Service/Incentive Program for Landlords as a complement to this ordinance to assist with participation and to streamline the workflow process for landlords participating in the Section 8 Housing Program.

ENVIRONMENTAL DOCUMENTATION

This recommended action is not subject to CEQA because it involves activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. This proposed action to adopt a new ordinance to provide source of income protection to renters in unincorporated Los

The Honorable Board of Supervisors

June 11, 2019

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Angeles County is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

Upon your Board's approval of the recommended actions, the LACDA will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

CONCLUSION

With the adoption of this ordinance, the Board will significantly augment the County's efforts to end homelessness, create more access to housing, and more importantly, expand housing choice.

Respectfully submitted,

MONIQUE KING-VIEHLAND
Executive Director

Enclosure

ANALYSIS

This ordinance repeals Chapter 8.58 relating to Mobilehome Park Tenant Protections and adds new Chapter 8.58 entitled "Source of Income Discrimination Relating to Residential Rental Properties." This new chapter prohibits discrimination based on an individual's source of income with respect to residential rental properties in the unincorporated territory of the County of Los Angeles, except those properties that are defined as exempt.

MARY C. WICKHAM
County Counsel

By

BEHNAZ TASHAKORIAN
Principal Deputy County Counsel
Contracts Division

BT:gjh

Requested: 2/25/19
Revised: 4/29/19

ORDINANCE NO. _____

An ordinance repealing Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, relating to Chapter 8.58 – Mobilehome Park Tenant Protections, and adding new Chapter 8.58 – Source of Income Discrimination Relating to Residential Rental Properties.

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

SECTION 1. Chapter 8.58, entitled "Mobilehome Park Tenant Protections," is hereby repealed in its entirety.

SECTION 2. Chapter 8.58, entitled "Source of Income Discrimination Relating to Residential Rental Properties," is hereby added to read as follows:

Chapter 8.58 Source of Income Discrimination Relating to Residential Rental Properties

8.58.010 Purpose and Findings.

- A. Rents throughout the County of Los Angeles (County) are continuing to rise as market pressures like increasing real estate costs, lead to a decrease of the affordability and stability of housing stock in unincorporated Los Angeles County. According to the California Housing Partnership Corporation, the County needs 568,255 additional affordable housing units that would house lower-income individuals and families to meet current needs.
- B. In its recommendations for Affirmatively Furthering Fair Housing in Los Angeles published on July 24, 2018, the Community Development Commission and the Housing Authority of the County of Los Angeles

found that Section 8 voucher holders in the County are frequently denied housing opportunities by landlords who discriminate based on a tenant's rental subsidy assistance. In a county with less than a three percent (3%) vacancy rate and approximately 38,000 individuals on the County's waiting list for Section 8 housing, this form of discrimination further limits the rental inventory for rental subsidy assisted families and is thereby effectively eliminating housing choice options.

- C. California Government Code section 12921 prohibits housing discrimination based on source of income as defined by California Government Code section 12955(p)(1), which does not protect Section 8 voucher holders as established by case law (*Sabi v. Sterling* (2010) 183 Cal.App.4th 916). Consequently, housing providers are not mandated to treat Section 8 vouchers or rental assistance from other programs as income.
- D. In this chapter, the County's Board of Supervisors intends to address the severe housing crisis in the County and to provide assistance by ensuring that all persons with the ability to pay for housing are considered for housing, regardless of whether they receive a housing subsidy or housing assistance of any kind.

8.58.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

- A. "Covered Rental Unit(s)" means any dwelling unit as defined in California Civil Code section 1940, subsection (c), including joint living and work quarters, located in unincorporated areas of the County and used or occupied in consideration of payment of rent with the exception of those units designated in Section 8.58.040 of this chapter as exempt. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, accessory dwelling units, and mobilehomes rented by the owner of a mobilehome to a tenant, whether or not the residential use is legally permitted.
- B. "Person" means any natural person, firm, corporation, partnership, or other organization, agency, association or group of persons, however organized.
- C. "State" means State of California.
- D. "Source of Income" means any lawful source of income for rental payment, including from a rental assistance program, homeless assistance program, security deposit assistance program, or housing subsidy program from any federal, State or local government, or nonprofit or charitable agency, whether paid directly to the program participant, landlord or representative, including, but not limited to the Section 8 Housing Choice Vouchers Program, other federally-funded rental

assistance programs, the Flexible Housing Subsidy Pool, and rapid re-housing rental assistance.

- E. "Tenant" means person entitled, by written or oral agreement, or by sufferance, to the use or occupancy of any Covered Rental Unit.

8.58.030 Discrimination Prohibited.

- A. Prohibited activity. It is unlawful for any Person, or any authorized agent or employee of such Person, to do any of the following as wholly or partially based on Source of Income:
 - (1) To interrupt, terminate, fail, or refuse to initiate or conduct any transaction in real property, including, but not limited to, offering for rent or lease, renting, leasing, or listing any Covered Rental Unit; to require different terms for such transaction; to refuse to execute any documents required to enter into or renew a rental agreement or lease for a Covered Rental Unit; or to falsely represent that a Covered Rental Unit is not available for transaction;
 - (2) To include or apply terms or conditions, in connection with the rental of a Covered Rental Unit, any clause, condition, or restriction, which unlawfully indicates preference, limitation, or discrimination based on Source of Income;
 - (3) To refuse or restrict facilities, services, repairs, or improvements for any current or prospective Tenant of a Covered Rental Unit; or

(4) To make, print, publish, advertise, or disseminate in any way, or cause to be made, printed or published, advertised or disseminated in any way, any notice, statement, or advertisement with respect to any Covered Rental Unit offered for rent, or with respect to financing related to any such transaction, which unlawfully indicates preference, limitation or discrimination based on Source of Income.

B. Prohibited economic discrimination. It is unlawful for any Person offering for rent or lease, renting, leasing, or listing any Covered Rental Unit, or any authorized agent or employee of such Person, to use a financial or income standard for the rental of a Covered Rental Unit that does either of the following:

(1) Fails to account for any rental payments or portions of rental payments that will be made by other individuals or federal or State agencies on the same basis as rental payments to be made directly by the Tenant or prospective Tenant; or

(2) Fails to account for the aggregate income of Tenants residing together or proposing to reside together or an aggregate income of Tenants or prospective Tenants and their cosigners or proposed cosigners on the same basis as the aggregate income of married persons residing together or proposing to reside together.

8.58.040 Exemptions.

Nothing contained in this chapter shall apply to or be construed:

- A. To affect a housing accommodation designed and operated exclusively for any nursing home, convalescent home, or retirement home;
- B. To apply to the rental or leasing of any dwelling unit in which the owner or any member of his/her immediate family occupies one of the dwelling units and it is necessary for the owner to use either a bathroom or kitchen facility common with the Tenant;
- C. To waive any federal, State, or local law relating to occupancy; or
- D. To apply to the rental or leasing of dwelling units or commercial space otherwise prohibited by law.

8.58.050 Equitable Relief.

- A. Any aggrieved Person, the county counsel, the district attorney, or any Person or entity which will fairly and adequately represent the interests of the protected class, may enforce the provisions of this chapter by means of seeking equitable relief, including an appropriate injunction, in any court of competent jurisdiction.
- B. Any Person who commits, or proposes to commit, an act in violation of this chapter may be enjoined therefrom by any court of competent jurisdiction.

8.58.060 Civil Liability.

- A. Any Person who violates any of the provisions of this chapter or who aids in the violation of any provisions of this chapter is liable for, and the court must award to the individual whose rights are violated, three times the amount of special and general damages, or, in the case of unlawful discrimination in the rental of a Covered Rental Unit, three times the amount of one month's rent that the Person charges for the Covered Rental Unit in question. The court may award in addition thereto not less than two hundred dollars (\$200.00) but not more than four hundred dollars (\$400.00), together with attorneys' fees, costs of action, and punitive damages.
- B. Any Person who violates any provision of this chapter or who aids in the violation of any provision of this chapter shall be liable for a separate civil action for each provision of this chapter that he or she violates, and for each instance in which he or she violates a provision of this chapter.
- C. The remedies provided in this chapter are not exclusive, and nothing in this chapter shall preclude any Person from seeking any other remedies, penalties, or procedures provided by law.

8.58.070 Criminal Liability.

Any Person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than

one thousand dollars (\$1,000.00) or by imprisonment in the county jail for a period not exceeding six months, or both.

8.58.080 Statute of Limitations.

Any actions filed pursuant to this chapter must be filed within one year of discovery of the alleged discriminatory acts.

8.58.090 Severability.

If any provision of this chapter or the application thereof to any Person, property, or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provisions or application, and to this end, the provisions of this chapter are hereby declared to be severable.

[CH858BTCC]

VENTIV CLAIMS – PROJECT AO-18-411 – RISK MANAGEMENT INFORMATION SYSTEM (RMIS) SIX-MONTH UPDATE (1/1/2019 – 5/25/2019)

PROJECT DESCRIPTION

The County of Los Angeles (County) has contracted with Ventiv Technology (Ventiv) for comprehensive claims management and related services under RMIS. Ventiv will develop a single RMIS capable of managing, administering, and reducing risk exposure Countywide. Objectives:

- Retire nine (9) legacy systems and/or non-automated processes currently in use:
- Consolidate Risk Management Operation, create a comprehensive Risk Management Program, and improve efficiency.

SCOPE

- Module 1 – Claims Management, Corrective Action Plans, Matter Management
- Module 2 – Workers' Compensation System
- Module 3 – Disability Management System
- Module 4 – Loss Control and Prevention System

TIMELINE

The projected live date is December 2020 for all four modules; however, one or more modules may go live earlier. Due to the AMS (Absent Management System) contract expiring on 12/31/2019, a project timeline is being investigated for a live date of December 2019 for Module 3.

STATUS

Project is on track and on target. Once Amendment One is signed for the following Modules, an evaluation and impact of the timeline will be assessed.

- Module 1 and 2 – API (Application Programming Interface) and Message Bus
- Module 3 – Absence/Leave Management Enhancements

FINANCE

The County has been billed \$6,537,598.77 to date, out of a total maximum budget of \$59,651,176.36 (per revised contract).

GOVERNANCE

1. Milestones with key deliverables are established to ensure project stays on track and on target.
2. A communication plan is in place which includes status reports and meetings; executive steering committee meetings; reports and financial documentation; and project stream (deliverable) meetings.
3. To control risks, a risk management plan, risk resolution plan, risk monitoring plan, and issue management plan have been put in place.
4. Expanded Stakeholder Groups:
 - CEO, County Counsel, DHR, CIO, and Department Users.

**VENTIV CLAIMS – PROJECT AO-18-411 – RISK MANAGEMENT INFORMATION SYSTEM (RMIS)
SIX-MONTH UPDATE (1/1/2019 – 5/25/2019)**

ACCOMPLISHMENTS/HIGHLIGHTS

1. Module 1 – Claims Management, Corrective Action Plans, Matter Management
 - Data Conversion
 - Delivered Trial 1.
 - County CEO and County Counsel Validation Complete – 60 issues identified; 40 issues resolved.
 - Development of enhancements from original scope – 80% completed.
 - Development of all interfaces completed.
 - High-level analysis of new scope (API and Message Bus for integration between County Counsel, CRM, and Ventiv Claims) completed.
 - Completed 80% of Configuration Workbooks involving Board of Supervisors, CEO Liability Claims, CEO Small Claims, and Liability TPAs.
 - Reviewed County Counsel CRM timeline against Ventiv Claims timeline given a co-dependency.

2. Module 2 – Workers’ Compensation
 - Data Conversion for Trial 1 commenced – 30% completed.
 - Development of enhancements – 60% completed.
 - Development of interfaces – 40% completed.
 - Engaged with TPAs, MMCCs, and CEO RMB to define new efficient workflow in support of digitizing claims.
 - Commenced work on Configuration Workbooks involving TPAs, OSCRs, and CEO RMB.
 - 90% complete on payment approval process in compliance of A-C requirements.

3. Module 3 – Disability Management
 - Data Conversion
 - Completed Trial 1.
 - Preparing to deliver to County for validation process.
 - Development of enhancements – 60% completed.
 - Development of interfaces – 90% completed.
 - Continued discussions with Sedgwick (TPA) regarding the integration for Short-Term Disability and Long-Term Disability data.
 - Commenced work on Configuration Workbooks involving DHR and some departments.
 - Engaged in Training requirements.

GENERAL

Training

- ⇒ Completed e-Learning materials for Fundamental A series which involves productivity features such as Diary, Notes, Correspondence, etc.

Environments

- ⇒ Continue to build out environments for all three modules to support data conversion, testing, and configuration tasks.

VENTIV CLAIMS – PROJECT AO-18-411 – RISK MANAGEMENT INFORMATION SYSTEM (RMIS) SIX-MONTH UPDATE (1/1/2019 – 5/25/2019)

Deliverables

- ⇒ Completed 20 required Project Management deliverables, of which 6 were Key deliverables.

KEY ACTIVITIES FOR NEXT PERIOD (6/1/2019 – 11/1/2019)

Targeted tasks:

- Module 1 – Claims Management, Corrective Action Plans, Matter Management
 - Data Conversion
 - Commence work on Trial 2 which includes the Matter Management and Corrective Actions data.
 - Address the unresolved issues from Trial 1.
 - Complete development on remaining enhancements from original scope.
 - Commence development work on the APIs and Message Bus – pending execution of Amendment 1.
 - Complete configuration workbooks and commence system configuration tasks.
- Module 2 - Workers' Compensation
 - Data Conversion
 - Complete and deliver Trial 1 data conversion for County validation.
 - Address issues from Trial 1.
 - Complete development of enhancements for Workers' Compensation.
 - Complete workflow for compliance (ISO, FROI/SROI, CMS).
 - Complete configuration workbooks and begin configuration tasks.
- Module 3 - Disability Management
 - Data Conversion
 - Validate Trial 1 and address raised issues.
 - Complete Trial 2 and deliver for validation.
 - Complete Ventiv Claims enhancements for Disability Management.
 - Complete configuration workbooks and actual configuration.
 - Perform system and integration testing.
 - Complete training materials.
 - Complete implementation plan.
- Deliverables
 - Complete Functional Design documents.
 - Complete task 7 deliverables associated with Module 3.
 - Complete task 8 deliverables associated with Module 3.
 - Complete task 9 deliverables associated with Module 3.
- Environments
 - Prepare production environment for Module 3.