



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

September 10, 2024

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

81 September 10, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO ACCEPT GRANT FUNDS
FROM THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS,
LABOR COMMISSIONER'S OFFICE
FOR THE WORKERS' RIGHTS ENFORCEMENT GRANT PROGRAM
AND APPROVE APPROPRIATION ADJUSTMENT
FOR THE GRANT PERFORMANCE PERIOD
BEGINNING AUGUST 1, 2024, AND ENDING JULY 31, 2025
(ALL DISTRICTS) (4-VOTES)**

SUBJECT

This Board Letter requests authority for the Los Angeles County District Attorney's Office (LADA) to accept grant funding for the Workers' Rights Enforcement Grant (WREG) Program for the grant performance period beginning August 1, 2024, and ending July 31, 2025. In addition, approval of the appropriation adjustment for Fiscal Year (FY) 2024-25 is requested to align LADA's budget with the grant award. The WREG Program is supported with state funds from the California Department of Industrial Relations (DIR), through its Labor Commissioner's Office (LCO). Pursuant to Assembly Bill (AB) 102, the grant awarded funds are to be used to defray costs expended on state labor law enforcement and serve the public purpose of assisting workers in combatting wage theft, preventing unfair competition, and protecting state revenue.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the LADA to accept grant funding from the DIR LCO, for the grant performance period beginning August 1, 2024, and ending July 31, 2025, in the amount of \$733,351 for the WREG Program. There is no required County match for this grant.

2. Approve the attached appropriation adjustment to align the LADA's budget with the pro-rated FY 2024-25 grant award of \$673,000.

3. Delegate authority to the District Attorney, or his designee, to serve as Project Director for the WREG Program and execute the DIR LCO Grant Award Agreement. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the grant award agreements that have no net County cost impact to the County; and allow for the rollover of encumbered unused grant funds to the following grant period upon the approval of DIR LCO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the WREG Program is to allow the LADA to protect workers from wage theft and other exploitative practices in the workplace. Where appropriate, the LADA will prosecute criminal and civil wage theft cases and refer those that are not viable for criminal prosecution to the Office of Labor Standards Enforcement or County Counsel for civil remedies.

Board authorization to complete the grant application process and to accept grant funds is requested to comply with County and grant requirements.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time, and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The LADA's proposal requests grant funding in the amount of \$733,351 with zero cost share or cost match for the grant performance period from August 1, 2024, through July 31, 2025. There is no net County cost impact associated with the proposed grant award. If approved by DIR LCO, any unused grant funds can roll over to the next grant period ending on July 31, 2026.

The LADA requests Board approval of the attached appropriation adjustment to increase \$673,000 in state funds for FY 2024-25, and the remaining balance of \$61,000 will be incorporated into the FY 2025-26 LADA's Operating Budget through the annual budget process. All numbers in this paragraph have been rounded to the nearest thousand.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In July 2023, in accordance with AB102, the State of California allocated \$18 million to the DIR to establish and administer a WREG Program by its LCO. A total of \$8,550,000 will be distributed to the "eligible public prosecutors" in 2024-2025. Under AB102, the definition of "prosecutors" includes district attorneys, city attorneys, county counsels, or any other city or county prosecutors with a

WREG program.

The grant funds are intended to cover expenses related to state labor law enforcement, aiming to assist workers in combating wage theft, preventing unfair competition, and protecting state revenue. Activities funded may include evidence gathering, investigations, coordination with community organizations and law enforcement entities, as well as criminal and/or civil prosecutions, resolutions, appeals, and settlements. Only staff salaries and benefits are eligible for funding; no other expenses will be allowed except for the administrative cost of a required annual independent audit.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

The acceptance of the WREG Program funds will significantly bolster the County's efforts to combat wage theft and protect workers' rights. This grant will effectively enhance the wage theft enforcement program. Therefore, we urge the Board to authorize the LADA to accept this grant funding, delegate the appropriate authority to execute the agreement and manage the program, and support the strategic goals of transforming lives and advancing public service in the County. Your approval will ensure that we can continue to address critical social and economic issues affecting our workforce, thereby enhancing the overall well-being and justice within our community.

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board letter to Mr. Anh Vo of the LADA, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Mr. Vo at (213) 257-2805, or at avo@da.lacounty.gov.

The Honorable Board of Supervisors

9/10/2024

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gascon", written in a cursive style.

GEORGE GASCON

District Attorney

AV

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

July 03, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF DISTRICT ATTORNEY

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2024-25

4 - VOTES

SOURCES		USES	
DISTRICT ATTORNEY A01-DA-88-8831-14030 STATE-OTHER INCREASE REVENUE	673,000	DISTRICT ATTORNEY A01-DA-1000-14030 SALARIES & EMPLOYEE BENEFITS INCREASE APPROPRIATION	673,000
SOURCES TOTAL	\$ 673,000	USES TOTAL	\$ 673,000

JUSTIFICATION

Reflects an increase in State revenue from the California Department of Industrial Relations, through its Labor Commissioner's Office for the Workers' Rights Enforcement Grant (WREG) Program, and a corresponding increase in Salaries & Employee Benefits.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#81 September 10, 2024

Mher Avetisyan

Digitally signed by Mher

Avetisyan

Date: 2024.07.05 12:27:51 -07'00'

AUTHORIZED SIGNATURE

MHER AVETISYAN, BUDGET SECTION HEAD

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

EDWARD YEN
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION
Andrea Turner
Digitally signed by
Andrea Turner
Date: 2024.07.05
13:18:41 -07'00'

AUDITOR-CONTROLLER

BY

DATE **7/5/24**

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

René Phillips

BY

DATE **8/14/24**

Digitally signed by
René Phillips
Date: 2024.08.14
16:13:26 -07'00'

B.A. NO. **001**

DATE

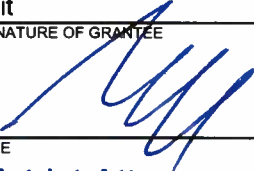
GRANT AGREEMENT COVER SHEET

		GRANT NUMBER 23WREG-07	
NAME OF GRANT PROGRAM Wage Theft Grant Program			
GRANTEE NAME Los Angeles County District Attorney's Office, Labor Justice Unit			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-6000927		TOTAL GRANT AMOUNT NOT TO EXCEED \$733,351.00	
START DATE: 8/1/2024		END DATE: 10/31/2025	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, Department of Industrial Relations (DIR) and Los Angeles County District Attorney's Office, Labor Justice Unit (the "Grantee").

Exhibit A – Grant Provisions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from DIR.

STATE AGENCY NAME Department of Industrial Relations		GRANTEE'S NAME (PRINT OR TYPE) Los Angeles County District Attorney's Office, Labor Justice Unit	
SIGNATURE OF DIR'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE 	
TITLE Staff Services Manager II	DATE	TITLE District Attorney	DATE 07/03/2024
STATE AGENCY ADDRESS 1515 Clay Street, Suite 901 Oakland, CA 94612		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 211 W. Temple Street, Suite 1000 Los Angeles, CA 90012	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$733,351.00	PROGRAM 6105010LA1	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00	FUND TITLE Labor and Workforce Development Fund		FUND NO. 3078
TOTAL AMOUNT ENCUMBERED TO DATE \$733,351.00	(OPTIONAL USE)		CHAPTER STATUTE
APPR REF 1011	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 73505002	SERVICE LOCATION 51025
		FISCAL YEAR (ENY) 2023	

WORKERS' RIGHTS ENFORCEMENT GRANT AGREEMENT

EXHIBIT A

A. GRANT PROVISIONS

In July 2023, per AB102, the state of California appropriated \$18 million to the Department of Industrial Relations (hereinafter referred to as "DIR") to implement a Workers' Rights Enforcement Grant Program ("WREG"). The California Labor Commissioner's Office (hereinafter referred to as "LCO" and "Grantor") will administer this grant program.

The WREG will provide grant funds totaling \$8,550,000 in Year 1 (2024-2025) to eligible public prosecutors to defray costs expended on state labor law enforcement and assist workers in combating wage theft, preventing unfair competition, and protecting state revenue. Eligible "public prosecutor" is defined as a district attorney, a city attorney, a county counsel, or any other city or county prosecutor who has established an office or division of workers' rights enforcement.

The funding for this grant program comes from the California Labor and Workforce Development Fund in the annual budget bills which allocated a total of \$18 million across two budget years - Year 1 (2024- 2025) and Year 2 (2025-2026)). This Grant Agreement will provide grant funding totaling \$8,550,000 for Year 1 (2024-2025). The funding for the WREG shall only cover staff salaries and benefits, which will support activities related to the enforcement of state labor laws. Up to 5% of grant award amount may be used to pay for the administrative cost of the annual audit.

This Grant Agreement is entered into by and between the LCO and the Los Angeles County District Attorney's Office, in the State of California, duly organized, existing, and acting pursuant to the laws thereof (hereinafter referred to as the "Grantee"), which parties do hereby agree as follows.

As the Grantor, LCO shall provide funding from the Labor and Workforce Development Fund to the Grantee to assist with fulfilling the WREG objectives.

The parties agree to comply with all the requirements and conditions stated herein as well as all commitments identified in the WREG for the program funding period of August 1, 2024 - July 31, 2025.

B. GRANT SUMMARY AND AMENDMENTS (if applicable)

1. Grant Title: Workers' Rights Enforcement Grant Program ("WREG")
2. Total Grant Amount: \$733,351.00.

C. GRANT PARTIES AND CONTACT INFORMATION

Correspondence regarding this project shall be directed to:

LCO Grant Manager: Cindy Elias

Title: Special Counsel

Address: 455 Golden Gate Avenue, 9th Floor, San Francisco, CA 94102

Phone: 415-703-4814

Email: WageTheftGrant@dir.ca.gov

Grantee Liaison: Los Angeles County District Attorney's Office

Title: Ryann Gerber Jorban, Deputy in Charge

Address: 211 West Temple Street, Suite 1000, Los Angeles, CA 90012

Email: rgerber@da.lacounty.gov

If the LCO Grant Manager identified above changes, LCO will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee Liaison will notify the LCO Grant Manager of said change and provide the new contact information.

D. TIME PERIOD

The grant funding period will be from August 1, 2024 - July 31, 2025.

The Labor Commissioner retains the authority to terminate or reduce the grant amount at her sole discretion.

E. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of LCO and the Grantee in implementing the WREG.

1. LCO Role

The LCO is responsible for the following:

- a. Reviewing and approving the Payee Data Record (STD 204) Form, and disbursing grant funds to the Grantee.
- b. Reviewing the independent audit conducted by the Grantee.

2. The Grantee Role

The Grantee is responsible for:

- a. Hiring an outside independent auditor to determine the grant funds awarded are used for the sole purpose detailed by the Grantee in their grant application and as approved and awarded by the LCO. The Grantee may use up to 5% of the grant award to pay for the administrative cost of the annual audit.
- b. Maintaining an accounting system for grant fund expenditures that conforms to generally accepted accounting principles and practices.
- c. Ensuring the staff funded for this grant program and working in the grant program have a timekeeping system in place to support and substantiate the work performed in the WREG.
- d. Completing and submitting an Annual Impact Report to the LCO by July 31, 2025. The Annual Impact Report will detail results for the year including but not limited to data on number of investigations; prosecutions criminal/civil; convictions; judgements; restitution ordered and collected; and a narrative summarizing the annual accomplishments with the funds awarded.
- e. Returning to the LCO by October 31, 2025, any grant funds awarded from Year 1 (August 1, 2024 to July 31, 2025) that remain unused as of July 31, 2025.
- f. Completing an annual independent audit of the grant award program for Year 1 (2024-2025) and submitting the completed audit to the LCO on or before October 31, 2025, via email to the LCO at WageTheftGrant@dir.ca.gov.
- g. Returning to the LCO by November 30, 2025, any grant funds determined by the independent audit to have been improperly spent.

F. FISCAL ADMINISTRATION

1. Budget

- a. The grant funding period for participating Grantees will be from August 1, 2024 - July 31, 2025. The maximum amount of this Grant

is \$733,351.00.

- b. The only expenses allowed for the grant funds will be for staff salaries and benefits (i.e. attorney investigator, paralegal, forensic accountant, support staff). No other expenses are allowed.
- c. The Grantee may use 5% of the grant award to pay for the administrative cost of the annual audit.

2. Grant Disbursements and Return of Funds

The Grantee must:

- a. Complete and sign the Payee Data Record (STD 204 and/or STD 205) Form and send to the LCO email address at WageTheftGrant@dir.ca.gov by the designated date provided by the LCO.
- b. Grant funds will be disbursed to Grantee prior to the commencement of the Year 1 (2024-2025) funding period which is August 1, 2024 – July 31, 2025.
- c. Any grant funds awarded from Year 1 (August 1, 2024 to July 31, 2025) that remain unused as of July 31, 2025, shall be returned to the LCO by October 31, 2025 unless the LCO authorizes Grantee to use the unused grant funds.
 - i. The Grantee must seek approval from the LCO to encumber unused grant funds from Year 1 with a plan and budget on how the unused funds will be used consistent with the goals outlined in the WREG. The encumbrance plan shall be submitted to the LCO by October 31, 2025. If the LCO does not approve the encumbrance plan submitted, Grantee shall return any and all unused grant funds, as of July 31, 2025, to the LCO by November 30, 2025.
 - ii. If the unused funds from Year 1 are not encumbered after the extended period of time requested by Grantee and agreed upon the LCO, then said funds shall be returned to the LCO within ten (10) calendar days from the agreed upon extension date.
- d. Grant funds are subject to LCO approval of the independent audit that shall be performed and submitted to the LCO. Any grant funds determined by the independent audit to have been improperly spent shall be returned to the LCO by November 30, 2025.
- e. The return of any funds as outlined in sections 3 and 4 above, shall be returned certified mail to the LCO Grant Manager at 455 Golden Gate Avenue, 9th Floor, San Francisco, California, 94102.

G. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

The Grantee must provide LCO with documentation accounting for the proper expenditure of the grant funds. The documentation must comply with sections E, F and H of this Grant Agreement.

H. REPORTING

1. Annual Audit

The Grantee shall:

- a.** Complete an annual independent audit of the grant award program for Year 1 (2024-2025), which shall be completed and submitted to the LCO on or before October 31, 2025 via email to the LCO at WageTheftGrant@dir.ca.gov.
- b.** Hire an outside independent auditor to determine if the applicant used the grant funds awarded for the sole purpose detailed by the applicant in their grant application and as approved and awarded by the LCO. The outside independent auditor shall determine if the applicant used the grant funds awarded for the sole purpose detailed by the applicant in their grant application and as approved and awarded by the LCO.
- c.** Use grant funds for staff salaries and benefits only.

2. Annual Impact Report

The Grantee shall:

- a.** At the conclusion of Year 1's grant period (July 31, 2025), complete and submit an Annual Impact Report to the LCO by July 31, 2025, which shall be in PDF format and emailed to the LCO at WageTheftGrant@dir.ca.gov.
- b.** Detail the results for the year including but not limited to data on number of investigations; prosecutions criminal/civil; convictions; judgements; restitution ordered and collected; and a narrative summarizing the annual accomplishments with the funds awarded. See LCO Annual Impact Report Item 8.

I. GENERAL PROVISIONS

- 1. Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated

in the Grant Agreement is binding on any of the parties.

2. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of the LCO.
3. **Availability of Funds:** LCO's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
4. **Audit:** Grantee agrees that LCO, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Confidentiality:** No record which has been designated as confidential by LCO or is the subject of a pending application of confidentiality, shall be disclosed by the Grantee.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws. The Grantee may have no interest, and shall not acquire any interest, direct or indirect, which

will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. LCO may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the grant. The Grantee must immediately advise LCO in writing of any potential new conflicts of interest throughout the grant term.

- 9. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with LCO staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with LCO staff shall be subject to resolution by LCO Executive Officer, or her designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 10. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 11. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 12. Force majeure:** Neither LCO nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- 13. Governing law and venue:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. LCO and

the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

- 14. Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the grant program, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 15. Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- 16. Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the LCO.
- 17. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

- 18. No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 19. Ownership:** All information or data received or generated by the Grantee under this agreement shall become the property of the LCO. No information or data received or generated under this agreement shall be released without DIR's approval.
- 20. Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data.
- 21. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 22. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 23. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for

any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

24. Termination: LCO may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

25. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

26. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.