

## AT-WILL EMPLOYMENT AGREEMENT

*(DRAFT ONLY: not binding until fully executed by all parties and approved by the LACAHSAs Board)*

**THIS AGREEMENT** is made and entered into in the City and County of Los Angeles, California, by and between the Los Angeles County Affordable Housing Solutions Agency (hereafter "**LACAHSAs**") and Ryan W. Johnson (hereafter, and referenced interchangeably as the "**Interim CEO**" or "**Managing Officer**") (collectively the "**Parties**" and each a "**Party**").

**WHEREAS**, LACAHSAs is a local agency and, with regard to certain functions also a district, formed by authority of California law as set out in Government Code section 64700 et seq. (the "**Implementing Statute**"), and

**WHEREAS**, the duties and obligations of LACAHSAs, as well as the duties and obligations of the Chief Executive Officer are set out in the Implementing Statute, other applicable laws and LACAHSAs policies, and

**WHEREAS**, the LACAHSAs Governing Board (the "**Board**") desires to appoint a temporary full-time Interim Chief Executive Officer (interchangeably referred to as "**Interim CEO**" or "**Managing Officer**") who shall act for LACAHSAs under the Board's direction and perform those duties delegated by the Board to the Interim CEO, and

**WHEREAS**, LACAHSAs requires the services of an Interim CEO, and Ryan W. Johnson represents that he is well qualified and holds all the necessary specialized expertise to perform such Managing Officer services; and

**WHEREAS**, the Parties desire to clarify their respective rights and obligations with regard to compensation, termination benefits, and other terms and conditions of this temporary employment, and

**WHEREAS**, At a regular Board meeting on \_\_\_\_\_, by a two-thirds vote, the Board adopted **Board Resolution No. 1** (attached and incorporated herein by this reference), approved and authorized the selection of the Interim CEO, and delegated authority to the Board Chair to execute this Agreement, as written;

**NOW, THEREFORE**, the Parties hereto agree to the foregoing (incorporated by this reference into the body of this Agreement below) and as follows:

**1. PERIOD OF EMPLOYMENT.**

This Agreement shall become effective on the last date executed by all the Parties as set out below (the "**Effective Date**"), and shall continue for a period of twelve (12) months (the "**Term**" or "**original Term**"), unless terminated sooner as provided in Sections 6, 7 or 9 of this Agreement. The **original Term** and the **Renewal Term** are referred to herein (each and collectively) as the "**Term**".

(a) Renewal Term. At the sole and absolute discretion of the Board, the Term may be extended no more than one time, for a period of no more than six (6) months (the "**Renewal Term**"). To extend the original Term, the Board must first, by majority vote, approve the extension of the original Term, in open session at a LACAHS Board meeting before this Agreement has expired or has terminated. The Board reserves the

right to determine in its sole and absolute discretion whether to approve or not approve a renewal of the original Term.

(b) Background Check. The Parties acknowledge that before the start of the original Term, the Managing Officer is required to complete a background check and investigation, which must first be reviewed by LACAHSAs counsel. For the original Term of this Agreement, the Managing Officer has completed a background check and investigation that has been reviewed by LACAHSAs counsel.

## **2. DESCRIPTION OF SERVICES**

The Managing Officer shall perform all of the powers and duties of an Interim CEO authorized by applicable law, including all such duties and obligations delegated to him by the Board, as set out in Board-approved LACAHSAs policies, and any other duties, tasks and authorities as may be directed, delegated or assigned by the Board to the Interim CEO. The Managing Officer will report directly to and serve at the Board's direction and discretion. The Managing Officer understands that he has responsibility for the day to day operations of LACAHSAs where such duties have been delegated to him by the LACAHSAs Board. All contracts, before execution, are subject to review as to form by LACAHSAs counsel.

## **3. COMPENSATION**

During the Term of this Agreement, LACAHSAs shall pay to the Managing Officer a salary at a monthly rate ("**Base Salary**") set out in the **Board Resolution No. 1**. The Base

Salary may be increased by, and at the sole discretion of, the Board, as set out in **Board Resolution No. 1** and by any subsequent Board resolution.

**4. BENEFITS**

During the Term, the Managing Officer shall be entitled to all benefits authorized in **Board Resolution No. 1**.

**5. CONFLICT OF INTEREST.**

During the Term, the Managing Officer shall not engage in any outside employment or business activities, and shall comply at all times with LACAHSAs Policy on Conflicts of Interest, Disclosures, Recusals and Disqualifications in Contracting & Procurement Practices, as amended from time to time. The Managing Officer must disclose to LACAHSAs counsel all financial and business interests, property interests, partnerships and investments retained, established or created during the Term, especially where there is the potential for a conflict of interest. Moreover, in addition to complying with all statutory financial disclosure and conflict of interest obligations, the Managing Officer shall not accept any employment or income or otherwise obtain a financial interest in, and shall not be financially compensated in any way to endorse or promote the products or services of, any business or vendor that contracts with LACAHSAs. Furthermore, the Managing Officer shall comply with all state and local conflict of interest laws including, but not limited to, the California Political Reform

Act, California Government Code section 1090, LACAHSAs Conflict of Interest Code, and all other LACAHSAs policies, procedures and protocols.

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## **6. SUSPENSION**

(a) In each instance, in the event that criminal charges involving a felony or crime of moral turpitude are brought against the Managing Officer, or the Managing Officer is the subject of an investigation into alleged embezzlement, fraud, or violation of any LACAHSAs policy or other local, state or federal law, then LACAHSAs, upon written notice, may suspend the Managing Officer with pay. Thereafter, if the criminal charges are dismissed (as applicable), or if the Managing Officer is acquitted or found "not guilty" of the alleged criminal act (as applicable), or if the Managing Officer is found not to have engaged in the alleged misconduct (as applicable), LACAHSAs will reinstate the Managing Officer.

(b) Regardless of whether an interim suspension is imposed pursuant to Section 6(a), if the Managing Officer is convicted of any felony or crime of moral turpitude, or if the Managing Officer is found to have engaged in any material violation of any applicable law or LACAHSAs policy or other local, state or federal law, LACAHSAs shall have the option to either suspend the Managing Officer without pay for a period of up to four (4) weeks, or terminate the Managing Officer's employment, which shall be deemed a termination for Cause (as described in Section 7(b) below). If a termination

occurs following a suspension with pay, this Agreement (and the Managing Officer's employment) shall be deemed terminated as of the date of the Managing Officer's initial suspension, and the Managing Officer shall reimburse LACAHSAs for all salary and benefits paid to the Managing Officer from the date that the Managing Officer was initially suspended through the date of termination.

## 7. **TERMINATION**

(a) **Termination without Cause.** The Managing Officer may terminate this Agreement and, as a consequence, the employment relationship, at any time for any or no reasons, with advance notice to the Board. The Board may terminate this Agreement and, as a consequence, the employment relationship, for convenience and without Cause, with or without advance notice to the Managing Officer, by a vote of a two-thirds majority of the Board in open or closed session.

(b) **Termination for Cause.** Termination for Cause includes any of the following:

(i) The Board may also terminate this Agreement, and, as a consequence, the employment relationship, with or without advance notice to the Managing Officer, whenever the Board has determined, in open or closed session (without the need for a two-thirds vote), that the Managing Officer has violated or is violating any federal or state law, regulation, local resolution, ordinance or policy or is in violation of any LACAHSAs policy,

relating to ethical practices, including, but not limited to, the acceptance of gifts or contributions.

(ii) The Board, by having voted to authorize and approve this Agreement, and as set out in **Board Resolution No. 1**, has hereby found and has determined that any material breach of any term, condition or provision of this Agreement (in each instance) by the Managing Officer is a violation of a LACAHSAs ethical practice and/or policy and grounds for termination of this Agreement and the employment relationship, with or without advance notice to the Managing Officer. This determination may be made in Open or Closed Session at a meeting of the Board (without the need of a two-thirds vote). By way of example, but not limitation, a material breach of any term, provision or condition of this Agreement by the Managing Officer includes but is not limited any of the following:

- (1) conviction, plea of guilty, or plea of nolo contendere to a felony, or any crime involving moral turpitude or which results in material harm to LACAHSAs;
- (2) fraud against LACAHSAs or any breach of a fiduciary duty owed to LACAHSAs;

(3) theft, misappropriation or embezzlement of any assets, property or funds of LACAHSAs, or engagement in misconduct that is materially injurious to LACAHSAs;

(4) willful misconduct in the performance of the Managing Officer's duties under this Agreement;

(5) material violation of any Board-approved or authorized policy;

(6) knowing violation of any federal or state law or regulation applicable to LACAHSAs's operations or obligations, or of this Agreement; or

(7) commencement of alternative employment inconsistent with this Agreement or any Board-approved or authorized policy.

(c) Before exercising any termination rights as set out herein above, the Board may, but is not required to, confer with LACAHSAs counsel and its Director of Human Resources or designee (if one exists), in closed session. Such deliberations shall be confidential in nature and the Managing Officer shall not attend or participate in these deliberations.

(d) Upon termination of this Agreement, the Managing Officer shall cease to have the duties and authority of the Interim CEO position (will no longer be an employee



of LACAHSAs), and shall surrender all LACAHSAs equipment, intellectual property, real property, materials, documents, machines, computers, property, Developments (as defined in Section 14 below), objects, cell phones, vehicles, keys, identification cards and security keys/cards to the Director of Human Resources or designee (if one exists at the time of termination) or to the LACAHSAs counsel, or designee. For all intents and purposes, all reference in this Agreement to the Managing Officer is a reference to the Interim CEO, and a termination of employment of the Managing Officer means a termination of employment of the Interim CEO.


#### **8. TERMINATION OF COMPENSATION/BENEFITS**

(a) In the event that LACAHSAs terminates this Agreement, and thus the Managing Officer's employment, without Cause (as per Section 7(a) above), in addition to those benefits specified by **Board Resolution 1**, the Managing Officer may be entitled to receive a maximum cash settlement of an amount equal to the Managing Officer's pro rated monthly after tax value of the Base Salary multiplied by the number of months left on the unexpired Term of this Agreement, not to exceed 10 months (the "**Severance Payment**"). This Severance Payment shall be owed only if the Managing Officer executes and, if applicable, does not revoke, a Separation Agreement, including a release of all claims against LACAHSAs that is in a form that is reasonably satisfactory to LACAHSAs and subject to review as to form by LACAHSAs counsel. LACAHSAs counsel shall draft the Separation Agreement. The Severance Payment will be paid subsequent to the effective date of the Separation Agreement. The Managing Officer

may not designate the taxable year of payment. This Severance Payment shall not be available if the Managing Officer: (i) does not complete one year of service as the Managing Officer prior to such termination; (ii) is terminated for Cause (as per Sections 6(b) or 7(b) above or Section 9 below); or (iii) voluntarily resigns, quits, or abdicates the Interim CEO (Managing Officer) position for any or no reason.

 Managing Officer's Initials

(b) For purposes of this Agreement, a termination of employment occurs only when LACAHSAs terminates the Managing Officer's employment with LACAHSAs (and any other public entity of which the Board is the governing body). A termination of employment does not occur while the Managing Officer is on a bona fide leave of absence, so long as the Managing Officer retains a right to re-employment with LACAHSAs under applicable statute, resolution, or contract, or a determination by the Board, or Board's designee. A bona fide leave of absence includes military leave, sick leave or other bona fide leaves of absence under applicable laws, provided that the Board has a reasonable expectation that the Managing Officer will return to perform Interim CEO (Managing Officer) duties for LACAHSAs under this Agreement.

 Managing Officer's Initials

(c) In the event that LACAHSAs terminates this Agreement and the Managing Officer's employment for Cause (as per Section 6(b) or 7(b) above or Section 9 below), or if the Managing Officer voluntarily terminates this Agreement (which by natural

consequence is automatically deemed a termination of the Managing Officer's employment) for any reason, including by virtue of the Managing Officer's death, LACAHSAs shall have no obligation or liability to, or for the benefit of, the Managing Officer, other than to pay all wages earned and owed through the date of termination and to provide those benefits specified by **Board Resolution No. 1**.

           Managing Officer's Initials.

**9. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Agreement, LACAHSAs shall not be obligated to compensate the Managing Officer for the Managing Officer's performance hereunder or by any provision of this Agreement during any of LACAHSAs's future fiscal years unless and until the LACAHSAs Board authorizes the appropriation or set aside of funding for each such future fiscal year falling within the Term of this Agreement. In the event that funds are not appropriated or set aside for this Agreement in future fiscal years during the Term, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated or available during the Term, provided the Board votes, by a two-thirds majority, to terminate this Agreement in open or closed session. LACAHSAs shall notify the Managing Officer in writing of any such non-allocation or unavailability of funds at the earliest possible date.

**10. 409A COMPLIANCE**

To the extent applicable, it is intended that the compensation arrangements under this Agreement be in full compliance with Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"). This Agreement shall be construed in a manner to give effect to such intention. In no event whatsoever (including, but not limited to, as a result of this Section 10 or otherwise) shall LACAHSa be liable for any tax, interest or penalties that may be imposed on the Managing Officer under Code Section 409A. The Managing Officer acknowledges that the Managing Officer has had a reasonable opportunity to consult with Managing Officer's own independent legal, tax or other counsel in connection with Code Section 409A.

#### **11. TAXATION OF PAYMENTS**

Certain reimbursements and/or fringe benefits that are provided to the Managing Officer in addition to Base Salary may be considered taxable wages under applicable federal and state tax laws. LACAHSa will report applicable reimbursements and fringe benefits as taxable wages, and withhold and report applicable taxes from such reimbursements and fringe benefits, as it determines is necessary to comply with applicable tax laws.

#### **12. COOPERATION**

It is a condition of employment that the Managing Officer fully cooperate with LACAHSa with respect to any investigations or legal proceedings in which the Managing Officer has been identified as a witness, regardless of whether the Managing Officer is reported to have engaged in misconduct or merely to have information relevant to the matter.

Such cooperation shall include providing requested documentation, submitting to interviews, and providing truthful declarations and testimony.

**13. CONFIDENTIAL INFORMATION**

(a) The Managing Officer understands and agrees that in the course of the Managing Officer's employment with LACAHSAs, the Managing Officer will acquire confidential information concerning LACAHSAs's operations, finances, employees, future plans, know-how, discoveries, inventions, constituents, service recipients, employees, contractors, vendors, expenditures, and income, which information the Managing Officer understands and agrees could be damaging to LACAHSAs if disclosed publicly. The Managing Officer understands and agrees that any such information will be divulged to the Managing Officer in confidence, and understands and agrees that at all times, during the Managing Officer's employment with LACAHSAs and thereafter, the Managing Officer will keep such information secret and confidential and will not disclose it, except in connection with the Managing Officer's work for LACAHSAs, for the benefit of LACAHSAs. The Managing Officer shall not intentionally or negligently disclose or make public any communication with or involving LACAHSAs counsel which is protected from disclosure by an attorney-client privilege, by an attorney work product privilege, by a litigation privilege or any other lawful reason. The Managing Officer understands, acknowledges and accepts that only the LACAHSAs Board may waive an attorney-client privilege of LACAHSAs.

(b) The Managing Officer also understands and agrees that in the course of the Managing Officer's employment with LACAHSAs, the Managing Officer will receive and have access to the confidential information of certain third parties related to LACAHSAs, including but not limited to constituents, donors, employees, vendors, business partners, contractors, and recipients of services. The Managing Officer understands and agrees that both the Managing Officer and LACAHSAs have duties to protect and maintain the confidentiality of this third party material under certain applicable laws. The Managing Officer understands and agrees that any such third party information may be divulged to the Managing Officer in confidence and understands and agrees that at all times, during the Managing Officer's employment with LACAHSAs and after the Managing Officer's employment with LACAHSAs ends, the Managing Officer will keep any such confidential third party information secret and confidential and will not disclose it, except in connection with the Managing Officer's work for LACAHSAs during the Term of this Agreement.

(c) The Managing Officer's undertakings and obligations under this Section 13 will not apply, however, to any confidential or proprietary information that: (a) is or becomes generally known to the public through no action on the Managing Officer's part; (b) is generally disclosed to third parties by LACAHSAs without restriction on such third parties; (c) is approved for release by written authorization of LACAHSAs; or (d) is required to be disclosed by law, regulation, order, decree or legal process. Additionally, nothing in this Agreement shall prohibit or discourage the Managing Officer from

reporting possible violations of state or federal law or regulations to any governmental agency or entity, including but not limited to the Equal Employment Opportunity Commission, the Department of Justice, the Department of Fair Employment and Housing, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Managing Officer does not need prior authorization to make any such reports or disclosures, and is not required to notify LACAHSAs that any such reports or disclosures have been made under the circumstances set out herein above in this Section 13(c).

#### **14. INTELLECTUAL PROPERTY**

(a) If at any time during the Managing Officer's employment, whether or not during regular working hours, the Managing Officer, either alone or with others, makes, conceives, creates, discovers, invents, develops, improves, adds to, or reduces to practice any invention, modification, discovery, drawing, design, concept, idea, specification, development, audiovisual work, sound recording, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, domain name, or computer data, or any applications for registration, renewals and extensions in relation to any of the above, or any similar intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes) (herein called "**Developments**") that: (a) relate to the present or planned operations of LACAHSAs or related entities or organizations; (b) result from the Interim CEO responsibilities of the Managing Officer; or (c) result

from the use of premises or property (whether tangible or intangible) owned, leased or contracted for by LACAHSAs, such Developments and the benefits thereof are and shall immediately, in perpetuity, become the sole, exclusive and absolute property of LACAHSAs and its assigns, as works made for hire or otherwise, and the Managing Officer shall promptly disclose in writing to LACAHSAs (or any persons designated by it) each such Development, as may be necessary to ensure LACAHSAs's ownership of such Development.

(b) Without any obligation of LACAHSAs to pay any royalties, fees or compensation, the Managing Officer hereby irrevocably transfers and assigns, in perpetuity, any and all rights, title and interest (including, but not limited to, any copyrights and trademarks) the Managing Officer may have or acquires in the Developments and benefits and/or rights resulting or derived therefrom to LACAHSAs and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to LACAHSAs. To the extent that any Developments do not yet belong to LACAHSAs, then to the fullest extent permitted by the law, and without any obligation of LACAHSAs to pay any royalties, fees or compensation, the Managing Officer shall irrevocably transfer and assign, in perpetuity, to LACAHSAs, by way of present assignment of all future rights, title and interest in respect of rights, title and interest not yet created, the Developments, and hold in trust for the benefit of LACAHSAs the ownership of the Developments until they belong



entirely to LACAHSAs. In addition to the foregoing assignment of Developments to LACAHSAs, without any obligation of LACAHSAs to pay any royalties, fees or compensation, the Managing Officer hereby irrevocably transfers and assigns, in perpetuity, to LACAHSAs any and all **"Moral Rights"** (as defined below) that the Managing Officer may have in or with respect to any Developments. For the purposes of this Agreement, "Moral Rights" mean any rights to claim authorship of the Developments, to object to or prevent the modification of any Developments, or to withdraw from circulation or control the publication or distribution of any Developments, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a **"Moral Right"**. For purposes of this Section 14, the Managing Officer represents, warrants and agrees that no royalties, fees or other compensation will be solicited, demanded or required of LACAHSAs at any time by or on behalf of the Managing Officer or any third parties.

(c) The Managing Officer will, during employment with LACAHSAs and at any time thereafter, at the request of LACAHSAs, promptly sign, execute, make and do all such deeds, documents, acts and things as LACAHSAs and its duly authorized agents may reasonably require for giving full effect to this Section 14. At LACAHSAs's sole option, LACAHSAs may reimburse or pay for Managing Officer's reasonable costs incurred for complying with this Section 14(c). The Managing Officer will not do anything, whether by omission or commission, during or after employment with

LACAHSA, to affect or imperil the validity of Developments assigned to, owned or used by LACAHSA and its related entities.

(d) Notwithstanding anything to the contrary herein: (i) Developments shall not include the following; (ii) the Managing Officer shall have no obligation to assign any rights in and to; and (iii) as between LACAHSA and the Managing Officer, the Managing Officer shall be the sole and exclusive owner of all rights in and to, any Development that qualifies fully under the provisions of California Labor Code section 2870 (or any similar law of any other state that is recognized by California statute or judicial determination as applicable to California employees), which provides: “(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or work product of the employer; or result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”

## **15. RETURN OF PROPERTY**

The Managing Officer understands that all LACAHSAs property, including physical property, documents, and information, belongs solely and exclusively to LACAHSAs.

The Managing Officer understands and agrees that the Managing Officer has a duty and a responsibility to return all LACAHSAs property upon termination of employment with LACAHSAs for any reason, and that the Managing Officer will promptly return all such property to LACAHSAs upon termination, or sooner upon LACAHSAs's earlier request.

## **16. COMPLIANCE WITH LAWS**

(a) The Managing Officer shall comply with all applicable Federal, State, and local laws, rules, regulations, Board resolutions, policies and directives, and all provisions required thereby (the "**Laws**") and all such Laws are incorporated into and made a part of this Agreement by this reference. By way of example, but not limitation, the Managing Officer shall comply and shall ensure compliance with the following laws:

- (i) All applicable provisions of Subchapter VI of the Civil Rights Act of 1964, 42 USC sections 2000 (e) (1) through 2000 (e) (17) (and all applicable regulations);
- (ii) All applicable provisions of the federal Fair Labor Standards Act, 29 U.S.C. 201 et seq. (and all applicable regulations); and,
- (iii) All applicable provisions of the California Labor Code including but not limited to sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720

through and including 1861 (and all applicable regulations (e.g., Title 8 California Code of Regulations section 16001 et seq.); and,

(iv) All applicable State and Federal laws and regulations pertaining to anti-discrimination and affirmative action, including but not limited to the fair and equitable treatment of all persons and employees without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation. The Managing Officer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) If the Board or its designee finds that any provisions of Section 16 have been violated, such violation shall constitute a material breach of this Agreement upon which LACAHSAs may terminate or suspend this Agreement and, as a consequence, the employment relationship. LACAHSAs reserves the right to determine independently if Laws have been violated. In addition, a determination by the California Fair

Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Managing Officer has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by LACAHSAs that the Managing Officer has violated the anti-discrimination provisions of this Agreement as set out above.

**17. AMENDMENT**

Any amendment to this Agreement, may be allowed and shall only be effective after approval in open session by the Board, full execution by all Parties to this Agreement, and approval as to form by LACAHSAs counsel.

**18. COUNTERPARTS; FACSIMILE REPRESENTATIONS**

This Agreement may be executed in two or more counterparts, each of which shall, irrespective of the date of its execution or delivery, be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

Each of the Parties hereby agree to regard electronic representations of original signatures of authorized representatives of each Party, when appearing in appropriate places on the Agreement or any authorized amendment thereto and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to this Agreement and any and all authorized amendment thereto.

**19. GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Managing Officer agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

**20. NOTICES**

Notices required or permitted to be given under any of the terms, conditions or provisions of this Agreement or by any Laws now or hereafter in effect may, at the option of the Party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the Party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to LACAHSAs shall be addressed to:

LACAHSAs Chair  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room B50-b  
Los Angeles, CA 90012  
Email: [commserv@bos.lacounty.gov](mailto:commserv@bos.lacounty.gov)

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With copy to:

LACAHS A Counsel:  
Shirley R. Edwards,  
Deputy County Counsel,  
Office of County Counsel,  
County of Los Angeles,  
500 W. Temple Street, 6th Floor  
Los Angeles, CA. 90017  
Email: SREdwards@Counsel.LACounty.Gov

The notices and envelopes containing same to the Managing Officer shall be addressed to:

Ryan W. Johnson  
Address:  
Telephone No.:  
Email:

In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Managing Officer.

**21. VALIDITY**

If any provision, term or condition of this Agreement or the application thereof to any Party, person or circumstance is held invalid, the remainder of this Agreement, as well as the application of such provision to any other Party, person or circumstance and the application of any other provision to any Party, person or circumstance, shall not be affected thereby.

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**22. WAIVER**

No waiver by LACAHSAs of any breach of any term, condition or provision of this Agreement shall constitute a waiver of any other breach of such term, condition or provision or any other provisions, terms or conditions. Failure of LACAHSAs to enforce at any time, or from time to time, any provision, term or condition of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 22 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**23. ENTIRETY**

This Agreement constitutes the entire agreement by and between the Parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and understandings of the Parties pertaining to such subject matter.

**24. SURVIVAL**

Those terms and conditions which by their nature should survive termination, cancellation or expiration of this Agreement shall so survive, including but not limited to Sections 7 through 15, inclusive, an 17 through 24, inclusive.

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*////SIGNATURES FOLLOW ON NEXT PAGE////*



**IN WITNESS WHEREOF**, LACAHSAs has caused this Agreement to be subscribed and executed by its Board Chair, and the Managing Officer has executed (signed) this Agreement, as indicated below:

**MANAGING OFFICER (Interim CEO):**

\_\_\_\_\_  
Ryan W. Johnson

Date: \_\_\_\_\_

**LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY:**

By: \_\_\_\_\_  
Rex Richardson, Chair, Governing Board

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Shirley R. Edwards  
LACAHSAs Counsel  
Deputy County Counsel

Date: \_\_\_\_\_

## BOARD RESOLUTION NO. 1

### RESOLUTION OF THE GOVERNING BOARD OF THE LOS ANGELES AFFORDABLE HOUSING SOLUTIONS AGENCY TO SELECT AN INTERIM CHIEF EXECUTIVE OFFICER (MANAGING OFFICER) TO SERVE FOR A PERIOD OF MONTHS IN AN AT WILL POSITION FOR A SET COMPENSATION

**WHEREAS**, the Los Angeles County Affordable Housing Solutions Agency ("LACAHSAs") is a local agency and, with regard to certain functions is also a district, formed by authority of California law as set out in Government Code section 64700 et seq. (the "**Implementing Statute**"), and

**WHEREAS**, the duties and obligations of LACAHSAs, as well as the duties and obligations of the Chief Executive Officer are set out in the Implementing Statute, other applicable laws and LACAHSAs policies, and

**WHEREAS**, the LACAHSAs Governing Board (the "**Board**") desires to appoint a temporary full-time Interim Chief Executive Officer (interchangeably referred to as "**Interim CEO**" or "**Managing Officer**") who shall act for LACAHSAs under the Board's direction and perform those duties delegated by the Board as set out herein below or by separate Board action, and

**WHEREAS**, LACAHSAs requires the services of an Interim CEO, and Ryan W. Johnson represents that he is well qualified and holds all the necessary specialized expertise to perform such Managing Officer services, and

**WHEREAS**, this Resolution sets out the terms of the Interim CEO selection, the compensation, and other terms and conditions of this temporary employment, and

**NOW, THEREFORE, BE IT RESOLVED** that by adoption of this Resolution the Board has selected Ryan W. Johnson to serve as the Interim CEO (Managing Officer) for an original Term of twelve (12) months, subject to one six (6) month renewal term (referred to as the "**Renewal Terms**"), which renewal may only be exercised at the sole and absolute discretion of the Board. The original Term and the Renewal Term are each and collectively referred to as the "**Term**" herein below.

**BE IT FURTHER RESOLVED** that the Interim CEO is an at-will position and such at-will employment shall not begin until the full execution by Ryan W. Johnson and an authorized representative of the LACAHS Board of an Employment Agreement.

**BE IT FURTHER RESOLVED** that, in addition to all provisions of this Resolution, the fully executed Employment Agreement (Exhibit A) shall set forth all other terms and conditions of the Interim CEO employment relationship and the responsibilities and obligations of the parties thereto.

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**BE IT FURTHER RESOLVED** that the Chair of the Board is hereby authorized and delegated authority to execute the Employment Agreement (Exhibit A) consistent with the terms and conditions set out in this Resolution, subject to review as to form by LACAHSAs Counsel.

**BE IT FURTHER RESOLVED** that the Board, it its designee, may terminate the Interim CEO's Employment Agreement with or without cause for any or no reason, by action of the Board or as otherwise set out in the terms or conditions of the Employment Agreement (Exhibit A), and the Interim CEO shall have no recourse other than as allowed in the express terms of the Employment Agreement (Exhibit A).

**BE IT FURTHER RESOLVED** that the Interim CEO compensation package for each Term shall only be comprised of the following:

Base Gross Salary: \$20,416.67 per month.

Healthcare Reimbursement: An amount not to exceed \$1,875.00 per month, on a reimbursement basis only, for the sole purpose of covering reimbursements of monthly payments made by the Interim CEO to cover his (and his family members) dental, medical, vision, disability and life insurance, as well as monthly out-of-pocket expense payments made for medical treatment not otherwise covered by insurance.

Base Gross Salary Increase: If the Board elects to renew any Term, upon each renewal, the Interim CEO

Base Salary may increase in an amount not to exceed ten (10) percent, as solely determined by the Board.

Other:

There are no other benefits offered or provided. Subject to the availability of funds, at the sole and absolute discretion of the LACAHS Board, at any time during the Term, the Board may, by Resolution in open session, elect to add any other fringe benefits, including but not limited to a 401K plan, a healthcare plan, or other reimbursements.

**BE IT FURTHER RESOLVED** that the Board hereby delegates authority to the Interim CEO during each Term to carry out all functions and duties directed by the Board, including those set out herein below:

1. Manage, oversee, supervise and carry out the day-to-day operations of LACAHS, comply with and follow all direction and requirements of the LACAHS Board, and comply at all times with all applicable laws and LACAHS policies, including those laws and policies concerning conflicts of interest.
2. In an amount not to exceed \$200,000.00, apply for and receive grants on behalf of and for the sole and exclusive benefit of LACAHS from federal, state and local agencies, subject to ratification by the Board, and cause these amounts upon their receipt to be immediately deposited in

LACAHSA accounts managed by the County of Los Angeles Treasurer or designee.

3. In an amount not to exceed \$200,000.00, solicit (in accordance with applicable laws) and accept gifts, fees, and other allocations from public and private entities and cause these amount to be immediately deposited in LACAHSA accounts managed by the County of Los Angeles Treasurer or designee, on behalf of and for the sole and exclusive benefit of LACAHSA subject to ratification by the Board.
4. Deposit moneys of LACAHSA into LACAHSA accounts set up and managed by the County of Los Angeles Treasurer or its designee for the sole and exclusive benefit of LACAHSA.
5. Manage and oversee the LACAHSA contracting process and LACAHSA contracts on behalf of and for the sole and exclusive benefit of LACAHSA, with all contracts subject to review as to form by LACAHSA counsel. This excludes the Interim CEO's Employment Agreement, all other employment contracts, all contracts where the Board's authorized representative or designee is other than the Interim CEO, and all agreements or MOUs with the County of Los Angeles.
6. Establish written contracting and procurement processes, protocols and policies consistent and in compliance with applicable local, state, federal

laws and LACAHSAs policies, subject to review and approval by the LACAHSAs Board.

7. Hire staff, define their written qualifications and delegated duties, and provide a schedule of compensation for the performance of their duties, subject to review and approval by the LACAHSAs Board.
8. Establish written processes, protocols and policies for LACAHSAs to land bank, assemble parcels, and lease, purchase, or otherwise acquire land for housing development consistent with and in compliance with local, state, federal laws, and LACAHSAs policies, subject to review and approval by the LACAHSAs Board.
9. Collect data on housing production and monitor progress on meeting regional and state housing goals; report back to the Board on a quarterly basis on data collection and monitoring efforts, results, analyzes and recommendations.
10. Provide public information about LACAHSAs's housing programs and policies, and engage stakeholders, while preserving and maintaining all LACAHSAs confidential information.
11. Act in compliance with all applicable laws, including but not limited to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1).

12. Develop written plans, policies and procedures, subject to review and approval by the LACAHS Board, to allocate and deploy capital and generated fees or income in the form of grants, loans, equity, interest rate subsidies, and other financing tools to the cities and other public agencies within the Los Angeles County area, and private affordable housing developers to finance affordable housing development, preserve and enhance existing affordable housing, and fund tenant protection programs, pursuant to this title, in accordance and in compliance with applicable local, state and federal laws, including LACAHS policies.
13. Collaborate with staff employed by the Los Angeles Metropolitan Transportation Authority and the County of Los Angeles with shared planning and services.
14. In collaboration with LACAHS counsel, and at the direction of the Board, assist in the development of a path and strategic plan for the successful solicitation, selection and onboarding of individuals to fill roles equivalent or analogous to a LACAHS Director of Human Resources, Chief Financial Officer, Chief Operations Officer, and others as needed.
15. Carry out all other duties and responsibilities as directed, delegated or assigned by the Board.

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PASSED AND ADOPTED, by two-thirds vote, at the regular meeting of the Board of Directors of the Los Angeles County Affordable Housing Solutions Agency this [ ] day of [ ] 2024, by the following vote:

AYES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

BY: \_\_\_\_\_  
Rex Richardson,  
LACAHS Chair

ATTEST:

LACAHS Clerk:

By: \_\_\_\_\_  
Rhonda Rengel  
Assistant Division Chief  
Executive Office of the Board of Supervisors  
County of Los Angeles

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Shirley R. Edwards  
LACAHS Counsel  
Deputy County Counsel  
Office of County Counsel  
County of Los Angeles