



**COUNTY OF LOS ANGELES**  
MILITARY AND VETERANS AFFAIRS  
1816 S. Figueroa Street  
Los Angeles, California 90015  
[mva.lacounty.gov](http://mva.lacounty.gov)



Jim Zenner  
Director

October 8, 2024

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

40 October 8, 2024

*Edward Yen*  
EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**AGREEMENT BETWEEN  
THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
AND THE WARRIOR HERITAGE FOUNDATION  
(ALL DISTRICT) (3 VOTES)**

**SUBJECT**

The County of Los Angeles Department of Military and Veterans Affairs (MVA) is requesting Board of Supervisors' (Board) approval to enter into an agreement (Agreement) with the Warrior Heritage Foundation (Foundation), a California 501(c)(3) nonprofit corporation, for the provision of services contemplated in this Agreement by the Foundation to MVA.

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD:**

1. Delegate authority to the Director of MVA, or his designee to enter into an Agreement, substantially similar to Attachment A, with the Foundation to: a) support and advance the mission and work of MVA; b) manage space rental for private and public events at Bob Hope Patriotic Hall (Patriotic Hall) at a maximum annual management fee of \$150,000; c) manage and execute community outreach events that advance MVA's mission at a maximum obligation of \$100,000 only for the first 12 months of such Agreement; and d) manage and curate the Patriotic Hall's military artifacts, for a term of five (5) years, with five (5) one-year extension options.
2. Delegate authority to the Director of MVA, or his designee to amend, extend, or terminate the Agreement, provided that such amendments are reviewed and approved as to form by County Counsel and a 10 day notice is provided to the Board and the Chief Executive Office, via Board memo.

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

The recommended actions will establish an Agreement between the Foundation and MVA, creating a strategic partnership that empowers the Foundation to advance and support MVA's mission and initiatives. This includes, but is not limited to, raising charitable contributions, community outreach, promoting programs, distributing funds and other resources to aid, sponsor, promote, advance, and assist military and veteran families. By leveraging the Foundation's resources and expertise, this partnership will work towards measurable improvements in the quality of life for military personnel, veterans, and their families through targeted support and programmatic investments.

In addition to supporting MVA's mission, the Agreement outlines provisions for the Foundation to manage several operational aspects of Patriotic Hall, a historic landmark dedicated to serving the veteran community. Under the Agreement, the Foundation will have the authority to oversee the rental of Patriotic Hall's facilities for private and public events, setting rental fees, which will be subject to MVA's approval, coordinating event logistics, and ensuring compliance with all applicable insurance requirements, County policies, ordinances, rules and regulations, and state and federal laws. This ensures the space is utilized in a manner that aligns with the community's needs while generating additional revenue streams. This will not only optimize the usage of the venue but also provide financial support for ongoing veteran-centric activities.

Furthermore, the Foundation will play a key role in supporting MVA's community outreach and public engagement efforts. This includes coordinating events that connect veterans and their families to critical resources, fostering community connections, and amplifying MVA's presence in Los Angeles County. By centralizing event management, the Foundation can ensure these initiatives are well-organized, impactful, and aligned with MVA's strategic goals.

The Agreement also allows the Foundation to manage, curate, and preserve the Patriotic Hall's military history and artifacts. This component of the partnership ensures that the rich history and legacy of Los Angeles County's veterans are preserved, celebrated, and made accessible to the public. Through exhibitions, educational programming, and other heritage initiatives, the Foundation will help safeguard the stories of those who have served, fostering a deeper connection between the veteran community and the public.

## **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan, North Star 1: LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star 3: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

### **FISCAL IMPACT/FINANCING**

MVA shall encumber \$150,000 from its own budget for the first 12 months of this Agreement to cover the Foundation's management fee for any related costs and expenses to establish the framework for space rentals at Patriotic Hall, which may be offset by any revenue collection during the initial 12 months of the Agreement. After the initial 12 months following the execution of the Agreement, the Foundation shall collect its management fee from the funds received through revenue collected from space rentals for private and public events at Patriotic Hall. Additionally, any revenue generated in excess of \$150,000 will be divided between the Foundation and MVA, on a 90/10 percent basis respectively.

Moreover, MVA shall encumber approximately \$100,000 from its own budget for the first 12 months of this Agreement for the Foundation to plan, manage, and execute community and outreach events directed by MVA. After the initial 12 months following the execution of the Agreement, the Foundation shall absorb all costs related to community and outreach events.

MVA does not anticipate additional operating costs as a result of this Agreement. The Agreement was designed specifically to have no net County cost impact and also includes a "revenue-sharing" feature to possibly experience an increase in revenue for MVA. However, the amount of this revenue cannot be reasonably estimated at this time due to several factors: 1) this revenue is new to MVA; 2) lack of historical data; and 3) revenue to MVA is based on a collections threshold and surpassing that threshold. Should the revenue become material or significant, MVA will address this in the appropriate year's budget request.

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

This Agreement will be administered by MVA and is being entered into pursuant to County Fiscal Manual (CFM), in order to set forth the respective duties and obligations of MVA and the Foundation with respect to the continued relationship and activities of each, including financial and conflict of interest reporting, and the use of MVA resources. The Foundation will be responsible for hiring staff to perform the responsibilities set forth in the Agreement and for all salaries, benefits, and insurance requirements.

The Foundation is a duly incorporated nonprofit public benefit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement.

This Agreement contains terms and conditions supporting your Board's ordinances, policies, and programs.

County Counsel has approved the Agreement as to form.

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

The approval of the recommended actions will ensure ongoing financial and operational commitment from MVA and the Foundation to improve and advance military and veteran programs that will further MVA's mission to measurably improve the quality of life for military and veteran families in Los Angeles County.

**CONCLUSION**

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) approved copies of this adopted action to:

Department of Military and Veteran Affairs of Los Angeles County  
Zuleyda Santana, Chief Deputy Director  
1816 S. Figueroa Street  
Los Angeles, CA 90015

The Department's contact may be reached at [zsantana@mva.lacounty.gov](mailto:zsantana@mva.lacounty.gov) or (213) 765-9225.

Respectfully submitted,



JIM ZENNER, DIRECTOR

JZ:ZS:tr

Enclosure

c: Chief Executive Officer  
County Counsel

**AGREEMENT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**THE WARRIOR HERITAGE FOUNDATION**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the **COUNTY OF LOS ANGELES, by and through its DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**, referred to as "**MVA**," and the **WARRIOR HERITAGE FOUNDATION**, referred to as "**FOUNDATION**," a California nonprofit corporation.

WHEREAS, MVA and FOUNDATION enter into this Agreement pursuant to the County Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, in order to set forth their respective duties and obligations with respect to the continued relationship and activities of each, the receipt and use of donated funds and resources, and the use of MVA resources;

WHEREAS, FOUNDATION was incorporated in 2024 under the Nonprofit Public Benefit Corporation Law to operate as a Nonprofit Public Benefit Corporation specifically to support and advance the mission and work of MVA. This includes, but is not limited to, community outreach, promoting programs, distributing funds and other resources to aid, sponsor, promote, advance, and assist military and veteran families; managing events and space rentals for private events; preserving military history and artifacts; and other activities aligned with benefiting MVA; and the FOUNDATION is not organized for the private gain of any person;

WHEREAS, in the interest of efficiency and the ability to attract public interest for the rental of private events at the County-owned Bob Hope Patriotic Hall, MVA and FOUNDATION desire that all space rental requests are managed and executed by the FOUNDATION;

WHEREAS, in the interest of cost efficacy and efficiency, MVA and FOUNDATION desire that outreach, educational, cultural, and stand down events that advance MVA's mission and veteran engagement be managed and executed by the FOUNDATION;

WHEREAS, MVA and FOUNDATION desire that all military history and artifacts be managed, curated, and preserved by the FOUNDATION, to include curation of exhibits for various war eras and cultural events;

WHEREAS, FOUNDATION is a duly incorporated domestic non-profit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement; and

WHEREAS, FOUNDATION is qualified by reason of experience and organization to provide the services contemplated by this Agreement;

NOW, THEREFORE, in consideration of the foregoing conditions herein contained, MVA and FOUNDATION do hereby agree to the following:

1. TERM OF AGREEMENT

The term of this Agreement is for five (5) years commencing after full execution of this Agreement, unless terminated pursuant to the applicable terms hereof, during which time FOUNDATION shall perform the services provided for herein. MVA will have the sole option to extend the Agreement term for up to five (5) additional one-year periods.

2. DESCRIPTION OF FOUNDATION'S SERVICES

- a. FOUNDATION will provide funds, services as described in Section 2 herein, and other resources, as requested by the MVA Director or their designee, to MVA for aiding, sponsoring, promoting, improving and advancing military and veteran programs and encourage, develop and conduct original research for military and veteran programs and services for the residents of Los Angeles County and other services as deemed necessary by the MVA Director or their designee.
- b. FOUNDATION will execute outreach events in collaboration with MVA aligned with MVA's strategic goals and tailored to effectively engage and serve military and veteran communities. These outreach events will be designed to provide essential resources, information, and support services directly to veterans, active-duty service members, and their families. These events shall be at the request of MVA and shall include planning, event design, event logistics, coordination of resources, outreach promotion, and post-event evaluation to ensure effective delivery and alignment with MVA's objectives.
- c. FOUNDATION will be responsible for the management of rental spaces for private and public use (e.g., private events include weddings, corporate meetings, and exclusive gatherings, while public events are community-focused, such as veterans' resource fairs, educational seminars, cultural exhibits, and celebrations supporting the military and veteran communities) events at Bob Hope Patriotic Hall. This responsibility includes, but is not limited to, overseeing all rental agreements, setting rental fees (provided they are approved by MVA), coordinating event logistics, and ensuring compliance with all applicable insurance requirements, County policies, ordinances, rules and regulations, and state and federal laws.
  1. For the limited purposes of this section, FOUNDATION shall have reasonable access to the areas identified in subsection (2), below, to carry out the duties set forth in subsection (c), above. It is expressly understood that the access authorized by this section does not constitute the conveyance by County to FOUNDATION of any estate or interest in real or personal property, including any leasehold interest, in Bob Hope Patriotic Hall.

2. The FOUNDATION shall have reasonable access to the following areas:
    - i. Auditorium
    - ii. Lobby
    - iii. Library
    - iv. Basement Lobby
    - v. Purple Heart Dining Room
    - vi. Lincoln Room
    - vii. Marine Room
    - viii. Wilson Room
    - ix. Nimitz Room
    - x. Gymnasium
    - xi. Parking Lot
    - xii. Kitchen
    - xiii. Storage Rooms
  3. FOUNDATION shall develop a standard rental agreement, subject to MVA's approval, to be used for all event rentals. Such rental agreement shall include comprehensive insurance and indemnification provisions, which must be reviewed and approved by MVA to ensure compliance with all County requirements.
  4. FOUNDATION shall make reasonable efforts to advertise the availability of space rentals at Bob Hope Patriotic Hall for private and public events.
  5. FOUNDATION shall be responsible for providing custodial and security services at all events that take place after regular business hours.
- d. The FOUNDATION will manage, curate, and preserve all military history and artifacts, including the creation and maintenance of exhibits representing various war eras and the organization of cultural events that highlight the military's role in broader historical and cultural contexts. This includes ensuring the proper care, documentation, and display of artifacts, designing educational and commemorative exhibits, and hosting events that engage the community with the rich heritage of the armed forces.
1. For the limited purposes of this section, FOUNDATION shall have reasonable access to the Bob Patriotic Hall to carry out the duties set forth in subsection (d), above, and will coordinate with MVA when such access is needed. It is expressly understood that the access authorized by this section does not constitute the conveyance by County to FOUNDATION of any estate or interest in real or personal property, including any leasehold interest, in Bob Hope Patriotic Hall.
  2. Any damage to the military history and artifacts due to the actions or inactions of the FOUNDATION or its employees or agents shall be paid for by the FOUNDATION.

### 3. BUDGET AND REVENUE SHARING

- a. As consideration for FOUNDATION's performance of responsibilities described in Section 2(c) of this Agreement, MVA shall ensure FOUNDATION receives a minimum management fee of \$150,000 annually, during the term of this Agreement. Said management fee shall be paid from funds received through

revenue collected from space rentals for private and public events at Bob Hope Patriotic Hall collected by the FOUNDATION through this Agreement.

1. At no time will the \$150,000 management fee paid to FOUNDATION be reduced due to fluctuations in space rental revenues, unless such fluctuation is due to causes beyond reasonable control, including but not limited to acts of God, natural disasters (e.g., earthquakes, floods, hurricanes), pandemics, epidemics, public health emergencies, government-mandated shutdowns, strikes, lockouts, wars, acts of terrorism.
2. FOUNDATION shall receive up to a maximum sum of \$150,000 from MVA to provide the services described under Section 2(c) of this Agreement during the **first twelve (12) months** of this Agreement, which may be offset by any revenue collected during the initial twelve (12) months of this Agreement.
3. FOUNDATION shall collect its management fee from the funds received through revenue collected from space rentals for private and public events at Bob Hope Patriotic Hall after the **initial twelve (12) months** following execution of this Agreement. FOUNDATION shall, beginning after the **initial twelve (12) months** following execution of this Agreement, and continuing thereafter on an annual fiscal year basis, retain the first \$150,000 in space rental revenues.
4. All space rental revenue that exceeds an annual total of \$150,000 shall be divided between MVA and the FOUNDATION, with MVA receiving a "Revenue Share" of ten (10) percent of any revenue above a total of \$150,000.
5. Within thirty (30) days of the conclusion of each fiscal quarter, the FOUNDATION shall provide an accounting of revenue received. The accounting shall include payment of any "Revenue Share" due to MVA.
6. FOUNDATION shall have no claim against MVA for payment of any monies or reimbursement for any services provided by FOUNDATION after the expiration of this Agreement.
7. FOUNDATION must invoice for the **initial twelve (12) months** of this Agreement for providing the services described under Section 2(c) of this Agreement and must prepare invoices, which will include the charges owed to the FOUNDATION by MVA under the terms of this Agreement.
  - i. FOUNDATION must submit the monthly invoices to MVA by the 15th calendar day of the month following the month of service.



- ii. All invoices under this Agreement must be submitted in two (2) copies to the following address:

Contracts@mva.lacounty.gov  
Attn: Allan Ochoa, Departmental Finance Manager  
aochoa@mva.lacounty.gov

- b. FOUNDATION shall receive up to a maximum sum of \$100,000 from MVA to provide the services described under Section 2(b) of this Agreement during the **first twelve (12) months** of this Agreement.

- 1. FOUNDATION shall cover all costs related to providing the services described in Section 2(b) of this Agreement after the **initial twelve (12) months** following execution of this Agreement. Such costs shall be covered through fundraising efforts and the revenue collected through space rentals by the FOUNDATION.

- 2. FOUNDATION shall have no claim against MVA for payment of any monies or reimbursement for providing the services described in Section 2(b) of this Agreement after the **initial twelve (12) months** following execution of this Agreement.

- 3. FOUNDATION must invoice for the **initial twelve (12) months** of this Agreement for providing the services described under Section 2(b) of this Agreement and must prepare invoices, which will include the charges owed to the FOUNDATION by MVA under the terms of this Agreement.

- i. FOUNDATION must submit the monthly invoices to MVA by the 15th calendar day of the month following the month of service.

- ii. All invoices under this Agreement must be submitted in two (2) copies to the following address:

Contracts@mva.lacounty.gov  
Attn: Allan Ochoa, Departmental Finance Manager  
aochoa@mva.lacounty.gov

#### 4. FOUNDATION OBLIGATIONS

- a. FOUNDATION may solicit donations in consultation with MVA, including, but not limited to, equipment, monetary, advertising, and other related resources, from private entities and apply for grants to support the obligations within this Agreement.

- b. FOUNDATION shall utilize their own staff to execute the obligations set forth in this Agreement. At no time shall the FOUNDATION utilize MVA staff to perform

any of its obligations under this Agreement, unless it is explicitly authorized by MVA and subject to the reimbursement of MVA staff time and resources in accordance with mutually agreed-upon terms.

- c. FOUNDATION will represent MVA and/or MVA Director at professional associations only if mutually agreed upon and as resources are available.
- d. FOUNDATION will not use County time, materials, or resources to engage in social media activities, unless otherwise authorized by the Director of MVA.
- e. FOUNDATION shall satisfactorily provide the following information and/or reports to MVA:
  - i. Upon MVA's request, submit to MVA the Annual Reporting Form for Foundation Activities within thirty (30) days of request.
  - ii. Upon written request not less than a thirty (30)-day notice, FOUNDATION will make available to MVA and the Los Angeles County Auditor-Controller their compiled financial statements.
  - iii. FOUNDATION will provide an account of the tangible/intangible benefits provided to MVA in a narrative form that describes the programs/services provided.
  - iv. Upon request, FOUNDATION shall cooperate with MVA to provide records of expenses incurred by MVA on behalf of the FOUNDATION when and to the extent FOUNDATION has access to such records and MVA does not.
  - v. Upon written request not less than a thirty (30) day notice, the FOUNDATION will disclose to potential donors the types of items, activities, and programs for which contributions or donations will be used.
  - vi. FOUNDATION will maintain secure tax-exempt status and any required business license(s) if it solicits monetary donations from the public.

## 5. MVA OBLIGATIONS

- a. MVA will assist FOUNDATION in providing the aforementioned services by providing, as legally permissible, the following: technology support, personnel releases, administrative and program staff support, temporary and occasional use of space, utilities, supplies, travel/transportation or other resources on an as needed basis to the extent that these resources are available and are, as determined by the MVA Director or their designee, in the best interest of MVA and County.

- b. FOUNDATION shall have permission to use the following address for routine correspondence:

1816 S. Figueroa Street  
Los Angeles, CA 90015

- c. MVA costs incurred on behalf of the FOUNDATION should be commensurate with the volume and significance of the benefit received (i.e., FOUNDATION benefit to MVA should outweigh the MVA's costs incurred in maintaining the relationship). MVA will notify FOUNDATION concerning any cost-benefit concerns related to this Agreement.
- d. All MVA employees engaging in FOUNDATION activities will do so in an off-duty capacity, unless such activities are within the scope of this Agreement, or are otherwise authorized by the MVA Director or their designee.

6. FOUNDATION EMPLOYEES AND EQUIPMENT

FOUNDATION agrees that FOUNDATION has secured or will secure at FOUNDATION's own expense all persons, employees and equipment required beyond the aforementioned MVA services to perform the services required under this Agreement and that all such services will be performed under FOUNDATION supervision, by persons authorized by law to perform such services. This is not intended to limit "In-Kind Donations" from MVA.

7. CONFLICT OF INTEREST

FOUNDATION and its subsidiaries and its agents and employees shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. FOUNDATION warrants that it is not now aware of any fact which creates a conflict of interest. If the FOUNDATION hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest it shall immediately make full written disclosure of such fact to MVA. Full written disclosure shall include, with limitation, identification of all persons implicated, and a complete description of all relevant circumstances.

8. TERMINATION

MVA or FOUNDATION may terminate this Agreement without cause upon thirty (30) days' written notice. All operations under this Agreement shall cease effective the thirtieth (30<sup>th</sup>) day after receipt of notice of termination and both Parties' obligations under this Agreement shall cease on that date.

9. PROGRAM ADMINISTRATION

This Agreement will be administered by the MVA.

10. CONFIDENTIALITY

FOUNDATION shall maintain the confidentiality of all records, including but not limited to MVA records, in accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

MVA shall maintain the confidentiality of all records, including but not limited to FOUNDATION records, in accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

11. INDEMNIFICATION

a. FOUNDATION shall indemnify, defend and hold harmless COUNTY, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of FOUNDATION, its trustees, officers, agents or employees.

b. Any entity hired by FOUNDATION shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Foundation's indemnification of the County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Foundation shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12 and 13 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Foundation pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Foundation for liabilities which may arise from or relate to this Agreement.

a. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Foundation's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Foundation's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Foundation and/or Foundation's sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Foundation identified as the contracting party in this Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Foundation, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:
 

County of Los Angeles  
Grants and Contracts Division  
contracts@mva.lacounty.gov  
Attention: Christopher Benavides
- Foundation also must promptly report to County any injury or property damage accident or incident, including any injury to a Foundation employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Foundation. Foundation also must promptly notify County of any third-party claim or suit filed against Foundation or any of its subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Foundation and/or County.

b. Additional Insured Status and Scope of Coverage

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

c. Cancellation of or Changes in Insurance

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

d. Failure to Maintain Insurance

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

e. Insurer Financial Ratings

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

f. Foundation's Insurance Must Be Primary

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

g. Waivers of Subrogation

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

h. Subcontractor Insurance Coverage Requirements

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

i. Deductibles and Self-Insured Retentions (SIRs)

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

j. Claims Made Coverage

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

k. Application of Excess Liability Coverage

Foundation may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

l. Separation of Insureds

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

m. Alternative Risk Financing Programs

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

n. County Review and Approval of Insurance Requirements

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

13. INSURANCE COVERAGE

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

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

- b. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Foundation's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- c. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Foundation will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Foundation's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

d. Unique Insurance Coverage



- Property Coverage:

Foundation, if given exclusive use of County owned or leased property, must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Foundation's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

14. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agent, employees, or agents of the other party. MVA employees shall remain employees of MVA notwithstanding the fact they are assisting the FOUNDATION.

15. ASSIGNMENT

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

16. BINDING EFFECT

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

17. RETENTION OF RECORDS

FOUNDATION agrees that County or any duly authorized representative shall have access to and the right to examine, audit, copy, excerpt, or transcribe any transaction, activity, time cards, or other records relating to this Agreement. Such material shall be kept and maintained by FOUNDATION at a location in Los Angeles County for a period of four (4) years after termination of this Agreement, unless the County provides written permission to dispose of such material prior to the end of such period.

18. COMPLIANCE WITH LAWS

a. In the performance of this Agreement, FOUNDATION must comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this FOUNDATION are hereby incorporated herein by reference.

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

#### 19. COMPLIANCE WITH CIVIL RIGHTS LAWS

- a. The FOUNDATION hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Additionally, FOUNDATION certifies to the County:
1. That FOUNDATION has a written policy statement prohibiting discrimination in all phases of employment.
  2. That FOUNDATION periodically conducts a self-analysis or utilization analysis of its work force.
  3. That FOUNDATION has a system for determining if its employment practices are discriminatory against protected groups.
  4. Where problem areas are identified in employment practices, the FOUNDATION has a system for taking reasonable corrective action, to include establishment of goals or timetables.

#### 20. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

21. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

22. NOTICE

- a. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.
- b. All notices to the MVA shall be sent addressed to the following:

JAMES ZENNER, DIRECTOR  
Department of Military and Veterans Affairs  
1816 S. Figueroa Street  
Los Angeles, CA 90015

- a. All notices to the FOUNDATION and its subsidiaries shall be sent addressed to the following:

NAME  
FOUNDATION NAME  
ADDRESS

23. COORDINATORS

The MVA's agreement coordinator, or another person designated by the MVA's Director, shall be MVA's Director of Program and shall have the authority to administer the Agreement on behalf of MVA. FOUNDATION shall provide a representative to be available to MVA for consultation and assistance during the performance of this Agreement.

24. ADDITIONAL PROVISIONS

- a. Amendments
  - 1. For any change which affects the scope of work, Agreement term, Agreement sum, payments, or any term or condition included under this Agreement, an amendment to the Agreement must be prepared and executed by the FOUNDATION and by the Board of Supervisors or its authorized designee.
  - 2. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. MVA reserves the right to add and/or change such provisions as required by

the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Agreement must be prepared and executed by the FOUNDATION and by MVA's Director or designee.

b. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the FOUNDATION under this Agreement will also be reduced correspondingly. The County's notice to the FOUNDATION regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the FOUNDATION must continue to provide all of the services set forth in this Agreement.

c. Compliance with the County's Jury Service Program

1. Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

2. Written Employee Jury Service Policy

- Unless the FOUNDATION has demonstrated to the County's satisfaction either that the FOUNDATION is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the FOUNDATION qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the FOUNDATION must have and adhere to a written policy that provides that its Employees will receive from the FOUNDATION, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the FOUNDATION or that the FOUNDATION deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "FOUNDATION" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or

more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the FOUNDATION. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) FOUNDATION has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the FOUNDATION uses any subcontractor to perform services for the County under the Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Agreement.

- If the FOUNDATION is not required to comply with the Jury Service Program when the Agreement commences, the FOUNDATION will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the FOUNDATION must immediately notify the County if the FOUNDATION at any time either comes within the Jury Service Program's definition of "Contractor" or if the FOUNDATION no longer qualifies for an exception to the Jury Service Program. In either event, the FOUNDATION must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the FOUNDATION demonstrate, to the County's satisfaction that the FOUNDATION either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the FOUNDATION continues to qualify for an exception to the Program.
  - FOUNDATION's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the FOUNDATION from the award of future County agreements for a period of time consistent with the seriousness of the breach.
- d. Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the FOUNDATION require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the FOUNDATION must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified,

former County employees who are on a re-employment list during the life of this Agreement.

e. Consideration of Hiring GAIN/START Participants

1. Should the FOUNDATION require additional or replacement personnel after the effective date of this Agreement, the FOUNDATION will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Foundation's minimum qualifications for the open position. For this purpose, consideration will mean that the Foundation will interview qualified candidates. The County will refer GAIN/START participants by job category to the FOUNDATION. FOUNDATION must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.
2. In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

f. Foundation's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The FOUNDATION acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The FOUNDATION understands that it is the County's policy to encourage all County foundations to voluntarily post the County's poster, Exhibit A (Safely Surrendered Baby Law) in a prominent position at the FOUNDATION's place of business. The FOUNDATION's will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

g. Foundation's Warranty of Adherence to County's Child Support Compliance Program

1. The FOUNDATION acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the FOUNDATION's duty under this Agreement to comply with all applicable provisions of law, the FOUNDATION warrants that it is now in compliance and will during the term of this Agreement, maintain compliance with employment and

wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

h. Damage to County Facilities, Buildings or Grounds

1. The FOUNDATION will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the FOUNDATION or employees or agents of the FOUNDATION. Such repairs must be made immediately after the FOUNDATION has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
2. If the FOUNDATION fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the FOUNDATION by cash payment upon demand.

i. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
2. The FOUNDATION must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
4. At any time during the duration of the Agreement, a FOUNDATION may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

j. County's Quality Assurance Pan

The County or its agent(s) will monitor the FOUNDATION's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing the FOUNDATION's compliance with all terms and conditions and performance standards. FOUNDATION deficiencies which the County

determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the FOUNDATION. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

k. Nondiscrimination and Affirmative Action

1. The FOUNDATION certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of 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.
2. FOUNDATION certifies to the County each of the following:
  - That FOUNDATION has a written policy statement prohibiting discrimination in all phases of employment.
  - That FOUNDATION periodically conducts a self-analysis or utilization analysis of its work force.
  - That FOUNDATION has a system for determining if its employment practices are discriminatory against protected groups.
  - Where problem areas are identified in employment practices, the FOUNDATION has a system for taking reasonable corrective action, to include establishment of goals or timetables.
3. The FOUNDATION must 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 must 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.
4. The FOUNDATION certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The FOUNDATION certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be



otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

6. The FOUNDATION will allow County representatives access to the FOUNDATION's employment records during regular business hours to verify compliance with the provisions of this Paragraph k (Nondiscrimination and Affirmative Action) when so requested by the County.
  7. If the County finds that any provisions of this Paragraph 23(k) (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the FOUNDATION has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the FOUNDATION has violated the anti-discrimination provisions of this Agreement.
  8. The parties agree that in the event the FOUNDATION violates any of the anti-discrimination provisions of this Agreement, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- I. Notice to Employees Regarding the Federal Earned Income Credit  
The FOUNDATION must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.
- m. Notice to Employees Regarding the Safely Surrendered Baby Law  
The FOUNDATION must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit A (Safely Surrendered Baby Law) of this Agreement. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.
- n. Public Records Act
1. Any documents submitted by the FOUNDATION; all information obtained in connection with the County's right to audit and inspect the FOUNDATION's documents, books, and accounting records pursuant to this Agreement; become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California

Government Code Section 7921 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the FOUNDATION agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

o. Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program

Failure of the FOUNDATION to maintain compliance with the requirements set forth in Paragraph 23(g) (FOUNDATION’s Warranty of Adherence to County’s Child Support Compliance Program) will constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the FOUNDATION to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Agreement and pursue debarment of the FOUNDATION, pursuant to County Code Chapter 2.202.

p. Termination for Improper Consideration

1. The County may, by written notice to the FOUNDATION, immediately terminate the right of the FOUNDATION to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the FOUNDATION, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to the FOUNDATION’s performance pursuant to the Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the FOUNDATION as it could pursue in the event of default by the FOUNDATION.
2. The FOUNDATION must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

q. Termination for Non-Adherence of County Lobbyist Ordinance

The FOUNDATION, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the FOUNDATION, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the FOUNDATION or any County Lobbyist or County Lobbying firm retained by the FOUNDATION to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

r. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

The FOUNDATION acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless FOUNDATION qualifies for an exemption or exclusion, FOUNDATION warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

s. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of FOUNDATION to maintain compliance with the requirements set forth in Paragraph 23(r) (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of FOUNDATION to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of FOUNDATION, pursuant to Los Angeles County Code Chapter 2.206.

t. Compliance with County's Zero Tolerance Policy on Human Trafficking

FOUNDATION acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If the FOUNDATION or member of FOUNDATION's staff is convicted of a human trafficking offense, the County will require that the FOUNDATION or member of FOUNDATION's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of FOUNDATION's staff pursuant to this paragraph will not relieve FOUNDATION of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

u. Compliance with Fair Chance Employment Hiring Practices

FOUNDATION and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. FOUNDATION's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

v. Compliance with the County Policy of Equity

The FOUNDATION acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The FOUNDATION further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The FOUNDATION, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the FOUNDATION, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the FOUNDATION to termination of contractual agreements as well as civil liability.

w. Campaign Contribution Prohibition Following Final Decision in Agreement Proceeding

Pursuant to Government Code Section 84308, FOUNDATION and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.

x. FOUNDATION's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit B (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A FOUNDATION which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either termination or debarment proceedings or both. (County Code Chapter 2.202).

IN WITNESS WHEREOF, FOUNDATION has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Director of the Department of Military and Veterans Affairs on the day and year first written above.

THE WARRIOR HERITAGE FOUNDATION:

\_\_\_\_\_

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY DEPARTMENT OF MILITARY AND  
VETERANS AFFAIRS

By \_\_\_\_\_  
James Zenner, Director

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Andria Seo, Deputy County Counsel

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

[BabySafeLA.org](http://BabySafeLA.org)

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and ankle (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or [BabySafeLA.org](http://BabySafeLA.org)**

English, Spanish and 140 other languages spoken.



## CHARITABLE CONTRIBUTIONS CERTIFICATION

Click or tap here to enter text.

Company Name

Click or tap here to enter text.

Address

Click or tap here to enter text.

Internal Revenue Service Employer Identification Number

Click or tap here to enter text.

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: \_\_\_\_\_ Date: Click or tap here to enter text.

Printed Name: Click or tap here to enter text. Title: Click or tap here to enter text.