

EXECUTIVE OFFICE



**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

EDWARD YEN
EXECUTIVE OFFICER

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS**

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MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

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JANICE HAHN

KATHRYN BARGER

June 10, 2025

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

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

Dear Supervisors/Commissioners:

**APPROVE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY FOR POLICY OF EQUITY SERVICES
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

This letter recommends approval of an amendment to a January 16, 2018, Memorandum of Understanding (MOU) between the Los Angeles County Development Authority (LACDA) (previously the Community Development Commission (LACDC)) and the County of Los Angeles (County) for Policy of Equity (POE) services for all employees. The County will continue to provide POE services including training, intake, assessment, investigation, mediation, and County Equity Oversight Panel (Panel) review and recommendations regarding LACDA for their Policy of Equity (LACDA POE) complaints, which is modeled upon the CPOE program.

However, because LACDA is not a County department under the CPOE, and because the circumstances justifying the January 16, 2018 agreement no longer exist, pursuant to the amended agreement, moving forward the County will provide services limited to LACDA's complaints involving LACDA executive office, human resources, and division director staff, while all other LACDA complaints will be reviewed, assessed, investigated, and addressed by LACDA.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. Authorize the Executive Officer of the Board of Supervisors, or designee, to execute the amendment to the January 16, 2018, MOU with LACDA for POE services, attached in substantially final form, and to execute any necessary amendments in the future.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS ACTING AS THE BOARD OF COMMISSIONERS OF THE LACDA:

1. Authorize the Executive Director, or designee, to execute the amendment to the January 16, 2018, MOU with the County for POE services, attached in substantially final form, and to execute any amendments necessary for said County services.

PURPOSE/JUSTIFICATION FOR RECOMMENDED ACTION

Background

First adopted by the Board of Supervisors in 2011, the CPOE strictly prohibits workplace inappropriate conduct, harassment, retaliation, and discrimination based on legally protected characteristics or activities. While meeting legal obligations under the California Fair Employment and Housing Act (FEHA) and Title VII of the Federal Civil Rights Act, the CPOE was designed to not only prohibit unlawful conduct, but to proactively prevent and correct unacceptable workplace conduct and uphold the highest of standards of professionalism in the workplace. Rather than following a standard single investigator human resources-focused model, the CPOE program features a robust 'checks and balances system' administered by two central County departments (the Executive Office of the Board of Supervisors (EO) and the Department of Human Resources (DHR)) with oversight by a panel of independent employment experts to ensure a fair and thorough investigative process, free from bias, conflict, or outside influence. In January 2018, the CPOE was used as the template in drafting the then LACDC POE and current LACDA POE, which is attached to the amended MOU, and has been incorporated into LACDA's Administrative and Personnel Policies.

In January 2018, following the October 2017 removal by the Board of the Executive Director of the then LACDC, the Board approved a recommendation that the CPOE program manage all LACDA POE complaints while adjustments occurred at LACDA to address workplace culture. The amended MOU will continue allow for the County, through its DHR, the Panel, and the Intake Specialist Unit (CISU) of the Executive Office, to provide POE services to LACDA including training, intake, assessment, investigation, mediation and Panel review, disposition and recommendations of POE complaints involving executive, division directors, and human resources employees of LACDA. The County will also continue to provide access to online and in-person training for all LACDA employees, including all managers and supervisors.

The amended MOU will mitigate any potential conflicts of interest for LACDA executive office, human resources, and division director staff by vesting authority over these complaints within the CPOE process, while providing LACDA the authority to assess, investigate, and disposition complaints involving remaining staff.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan North Star 3: Realize Tomorrow's Government Today. The CPOE program endeavors to create a diverse and inclusive workforce and strives to meet the highest standards and promote a more diverse and inclusive County workforce that seeks to be representative of County residents. The program deploys equity-centered policies and practices and institutionalizes the use of an equity lens in County policies and practices.

FISCAL IMPACT/FINANCING

LACDA will reimburse the County for services provided under the amended MOU. The County will provide estimated annual cost projections to LACDA each fiscal year. Actual charges will be based on hours worked performing intake, investigations, communications, mediations, and Panel review and other services under the amended MOU. Billing will be processed monthly and will be based on established billing rates currently in use for County departments.

Funds for the current fiscal year will be incorporated in LACDA's approved Fiscal Year 2024-2025 budget as needed. Funding for futures fiscal years will be included in LACDA's annual budget approval process. There will be no increase in Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amended MOU has been reviewed by County Counsel and is attached in substantially final form. It will be effective following Board approval and execution by all parties and will remain in full force and effect until terminated by either party upon 90 days written notice. The LACDA POE is attached to the amended MOU and has been incorporated into LACDA's Administrative and Personnel Policies.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amended MOU will be consistent with legal requirements under FEHA and analogous federal law and will allow for continued successful administration of the LACDA POE, with the goals of protecting the workforce from unlawful discrimination, harassment, retaliation, and inappropriate conduct, and preventing legal exposure to LACDA.

Honorable Board of Supervisors
June 10, 2025
Page 2

Respectfully submitted,



EDWARD YEN
Executive Officer
Board of Supervisors


[Kathy Thomas \(May 22, 2025 08:54 PDT\)](#)

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

EY:VB:BS

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOS ANGELES
AND THE LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY FOR
POLICY OF EQUITY SERVICES**

Amendment No. 1

WHEREAS, on January 16, 2018, the County of Los Angeles ("County") and Los Angeles County Development Authority ("LACDA"), formerly known as the Community Development Commission of the County of Los Angeles, entered into a Memorandum of Understanding ("MOU"), whereby the County, through its Department of Human Resources ("DHR") and the Intake Specialist Unit ("CISU") of the Executive Office, would provide Policy of Equity ("POE") services to LACDA;

WHEREAS, the County and LACDA are authorized to perform the obligations in the MOU pursuant to the Master Agreement between the County and LACDA executed on August 21, 2012;

WHEREAS, the County Policy of Equity ("CPOE"), provided for in Los Angeles County Code Section 5.09 and Board Policy No. 9.015, was adopted by the Board in 2011 for the purpose of establishing a comprehensive Countywide policy to identify, investigate, and appropriately disposition alleged inappropriate workplace conduct, discrimination, harassment, and retaliation based upon protected characteristics or activities;

WHEREAS, the County Board of Supervisors ("Board"), pursuant to California Health and Safety Code section 34115 et seq., has declared a need for LACDA, a separate legal entity, to perform the community development commission and housing authority functions for the County;

WHEREAS, employees of LACDA are not County employees and are subject to separate personnel policies than those applicable to County employees;

WHEREAS, since the execution of the MOU, LACDA formally modeled its Policy of Equity ("LACDA POE") after the CPOE and provided a means for LACDA to receive, investigate and address alleged violations of LACDA POE; and

WHEREAS, the County and LACDA (collectively, "Parties" or individually, "Party") wish to enter into this Amendment No. 1 to the MOU to modify the obligations to be performed by each Party.

NOW THEREFORE, the Parties agree to enter into this Amendment No. 1 to the MOU as follows:

1. All references to the Community Development Commission of the County of Los Angeles shall hereafter be referred to as the Los Angeles County Development Authority.

2. Section 2, PURPOSE, shall be deleted in its entirety and read as follows:

“2. PURPOSE: The purpose of this MOU is to memorialize the services that the County will provide to LACDA related to LACDA POE, including but not limited to training, intake, assessment, investigation, mediation and County Equity Oversight Panel ("CEOP") review and recommendations regarding the disposition of complaints alleging violations of LACDA POE.”

3. Section 3, TERM, shall be deleted in its entirety and read as follows:

“3. TERM: This MOU is effective upon the date it is executed by the duly authorized representatives of both parties and shall remain in full force and effect until terminated by either party upon 90 days written notice, which notice shall be delivered by hand or by certified mail to the following addresses:

County of Los Angeles
Attention: Executive Officer, Executive Office of the Board of Supervisors
500 West Temple Street
Los Angeles, CA 90012

Los Angeles County Development Authority
Attention: Executive Director
700 W. Main Street
Alhambra, CA 91801”

4. Section 4, COUNTY RESPONSIBILITIES, shall be deleted in its entirety and read as follows:

“Section 4, COUNTY RESPONSIBILITIES:

A. The County, through DHR and the County's CISU of the Executive Office of the Board, will fully and fairly investigate reports/complaints alleging potential violations of LACDA POE against LACDA Executive Office Staff, Human Resources Staff and Division Directors (“covered LACDA employees”). The County will deem non-jurisdictional, and refer to LACDA for processing pursuant to the LACDA POE, any complaints alleging potential violations of the LACDA POE against LACDA employees who are not covered LACDA employees.

B. The County, through DHR, will provide covered LACDA employees with access to the County's online CPOE training.

C. The County, through DHR, will provide LACDA with a monthly Open Investigations Report.”

5. Section 5, LACDA RESPONSIBILITIES, shall be deleted in its entirety and read as follows:

“Section 5, LACDA RESPONSIBILITIES:

A. LACDA will ensure that all covered LACDA employees complete

County-provided online POE training at least every two years.

B. LACDA will ensure that all covered LACDA employees who are involved parties to a complaint filed pursuant to the LACDA POE are timely notified of the complaint filing, CISU designation, and disposition of the complaint upon conclusion of CEOP review (if applicable).

C. LACDA will provide notification to covered LACDA employees who are involved parties of their required participation in the investigation, their role in the investigative process, and the consequences of their failure to cooperate in the investigation per LACDA POE.

D. LACDA will submit a "Justification Letter," with reasonable specificity, to the Executive Director of the CEOP in the event LACDA does not follow any CEOP recommendation regarding corrective action for covered LACDA employees.

E. LACDA will maintain and update as needed the LACDA POE consistent with applicable authorities."

6. Paragraph H of Section 6, GENERAL PROVISIONS, shall be deleted and amended as follows:

H. Intentionally Left Blank:

7. This Amendment No. 1 to the MOU may be executed in one or more counterparts, all of which counterparts shall be deemed to be one instrument and shall constitute one agreement with the same force and effect as if all signatures have been entered in one document. The Parties further agree that a faxed, scanned or electronic signature shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the MOU be executed by their duly authorized representatives as of the dates indicated below:

COUNTY OF LOS ANGELES:

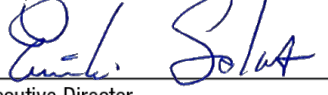
Date

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

Date

Administrative Policies and Procedures

Approved by:


Executive Director

10/31/2024

Date

☐ Original
☐ Complete Revision
☐ Partial Revision

1.42.0 Policy of Equity

1.42.1 PURPOSE

The Los Angeles County Development Authority (LACDA) is committed to equal employment opportunity. Accordingly, this Policy of Equity (Policy) prohibits discrimination, sexual harassment, harassment (other than sexual), retaliation, and inappropriate conduct toward others, whether such conduct occurs in the workplace or under circumstances with a nexus to the workplace, such as offsite work-related events.

No LACDA employee will be subjected to an adverse employment action for filing a complaint under this Policy or similar state or federal law, for participating in an administrative investigation or proceeding under this Policy, for performing duties under this Policy, or for otherwise opposing conduct prohibited by this Policy. The LACDA will take administrative action to prevent retaliation, including the imposition of appropriate discipline to any LACDA employee who engages in retaliation violative of this Policy.

This Policy also applies to the use of any communication system or equipment in the workplace, including but not limited to, electronic mail, internet, intranet, telephone lines, computers, facsimile machines, voicemail, radio, cell phones, and mobile digital terminals. Employees may be disciplined for using any such system or equipment to deliver, display, store, forward, publish, circulate, or solicit material in violation of this Policy.

All LACDA employees, including but not limited to indirect hires, volunteers, interns, applicants for employment, and persons providing services pursuant to a contract are responsible for conducting themselves in accordance with this Policy.

Violation of this Policy will result in appropriate corrective action, which may include discipline up to and including termination.

1.42.2 PROTECTED CHARACTERISTICS

Any individual characteristics such as: Age (40 and over); ancestry; color or race; ethnicity; religious creed (including religious dress and grooming practices); denial of family and medical care leave; disability (including mental and physical disability); marital status; medical condition (cancer and genetic characteristics); genetic information; military and veteran status; national origin (including language

use restrictions); sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding); gender; gender identity; gender expression; off-duty cannabis use, reproductive health decision-making, reproductive loss leave, sexual orientation; and any other characteristic protected by state or federal law.

1.42.3 PROHIBITED CONDUCT

The following types of conduct are prohibited by this Policy:

Section 1. Discrimination

Discrimination is the disparate or adverse treatment of an individual based on any protected characteristics under this Policy or under state or federal law.

Section 2. Sexual Harassment

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature which meets any one of the following criteria:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with the individual's employment or creating an intimidating, hostile, offensive, or abusive working environment, and a reasonable person subjected to the conduct would find that the harassment so altered working conditions as to make it more difficult to perform the job.

Section 3. Harassment (Other Than Sexual)

Non-sexual harassment is conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or abusive work environment, and is based on a protected characteristic other than sex.

Section 4. Third-Person Harassment

Third-person harassment is indirect harassment of a bystander, even if the person engaging in the conduct is unaware of the presence of the bystander, that is based on a protected characteristic. When an individual engages in harassing behavior,

that person assumes the risk that someone may pass by or otherwise witness the behavior.

Section 5. Inappropriate Conduct Toward Others

Inappropriate conduct toward others is any conduct that is based on a protected characteristic and would reasonably be considered inappropriate in the workplace.

This section is intended to stop improper conduct based on a protected characteristic before it rises to the level of discrimination, harassment, or retaliation. As such, behavior can violate this section even if it does not constitute discrimination, harassment, or retaliation as defined in this Policy or the law. An isolated derogatory comment, joke, racial slur, sexual innuendo, etc., may constitute conduct that violates this policy and is grounds for discipline. Similarly, the conduct need not be unwelcome to the party against whom it is directed; if the conduct reasonably would be considered inappropriate by the LACDA for the workplace, it may violate this, Policy.

Section 6. Retaliation

Retaliation is an adverse employment action against another for filing a complaint of conduct or opposing conduct that violates this Policy or related state and federal law; or participating in an investigation, administrative proceeding or otherwise exercising their rights or performing their duties under this Policy or related state or federal law. Retaliatory conduct not meeting the definition in this section may nevertheless constitute Inappropriate Conduct Towards Others.

No LACDA employee will be subjected to an adverse employment action for: making a complaint of conduct, or opposing conduct that potentially violates this Policy, or cooperating in any administrative investigation or otherwise preventing prohibited practices or performing duties under this Policy. The LACDA will take corrective administrative action to prevent retaliation, including the imposition of appropriate discipline to any LACDA employee who engages in retaliation.

Section 7. Duty to Cooperate

All LACDA employees are responsible for cooperating fully and truthfully in any administrative investigation related to this Policy and in accordance with LACDA Policy 1.9.0 - Cooperation with Investigations.

LACDA employees must not take any action that could interfere with, delay, obstruct, distort, or influence any administrative investigation conducted by LACDA or any other entity authorized to conduct such investigation on behalf of LACDA.

Section 8. Confidentiality

The LACDA and the County shall maintain all complaint-related information in confidence, to the extent practicable, given the obligation to conduct a full and fair investigation. For more information concerning confidentiality, LACDA employees should contact LACDA's Human Resources Unit.

Section 9. Duties of All Supervisors and Managers

Supervisors and managers for the purposes of the Policy include: LACDA employees regardless of job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, terminate, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such actions, if, in connection with the foregoing, the exercise of this authority is not of a merely routine or clerical nature but requires the use of independent judgment.

All supervisors and managers are required to report potential violations of the Policy to the LACDA Employee Relations Unit, even when a complaining or reporting party requests that no action be taken.

The supervisor or manager must:

- Within a reasonable time under the circumstances, notify the Employee Relations Unit of the incident(s) or complaint and any initial steps taken by the supervisor or manager; and
- Submit a completed Policy of Equity Report/Notification form to the Employee Relations Unit.

Section 10. Additional Duties of All Supervisors and Managers

Supervisors and managers are also responsible for:

- Being aware of, abiding by and understanding the Policy, as well as any modifications that may be made to them;
- Proactively monitoring the work environment for conduct that potentially violates the Policy; and
- Taking appropriate action to stop and prevent conduct that potentially violates the Policy, regardless of whether a formal complaint has been made or the involved employees are within their line of supervision. If a situation requires separation of the involved parties, supervisors and managers must take particular care to avoid actions that appear to punish

the complaining party. Note that supervisors and managers are not required to place themselves in harm's way to separate the parties.

Failure of any manager or supervisor to comply with the foregoing may result in corrective action, including discipline up to and including termination.

1.42.4 EXAMPLES OF CONDUCT THAT MAY VIOLATE THIS POLICY AND SCOPE OF COVERAGE

Depending on the facts and circumstances, below are some examples of conduct that may violate this Policy. Please be advised that this list is not exhaustive:

- Posting, sending, forwarding, soliciting or displaying in the workplace any materials, documents or images that may be sexually suggestive or racist;
- Conduct such as whistling and cat calls, using or making lewd or derogatory noises or making graphic comments about another's body, or participating in discussions about sexual experiences and/or desires;
- Verbal conduct such as using sexually, racially or ethnically degrading words or names, using or making racial or ethnic epithets, slurs, or jokes;
- Comments or gestures about a person's physical appearance which have a racial, sexual, disability-related, religious, age or ethnic connotation, or derogatory comments about religious differences and practices;
- Physical conduct such as touching, pinching, massaging, hugging, kissing, rubbing the body or making sexual gestures;
- Visual conduct such as staring, leering, displaying or circulating sexually suggestive objects, pictures, posters, photographs, cartoons, calendars, drawings, magazines, computer images or graphics;
- Sexual advances or propositions, including repeated requests for a date;
- Adverse employment actions, such as termination and/or demotion, based on any protected characteristic delineated in this Policy or by state or federal law.

1.42.5 REPORTING VIOLATIONS OF THIS POLICY

Any LACDA employee who is aware of conduct that potentially violates this Policy is strongly encouraged to report the matter to a supervisor, manager, or director, whether or not the employee is directly supervised by that person, or directly to the

Employee Relations Unit and in some cases to the County Intake Specialist Unit (CISU).

1.42.6 PROCEDURES: COMPLAINT PROCESS

LACDA employees must contact the CISU if reporting a potential violation against a member of the Executive Team, Human Resource Staff, or a Division Director.

The CISU may be reached as follows:

- By phone: 1-855-999-CEOP (2367)
- Website: <https://CEOP.bos.lacounty.gov>

All other potential violations should be filed directly with the Employee Relations Unit.

The Employee Relations Unit or CISU is responsible for conducting an initial review of the alleged violation and determining the appropriate course of action based on the designations below:

- "A" designation: There is a potential violation of the Policy that requires further investigation.
- "B" designation: Although the situation may involve, or appear to involve, an equity issue, the situation does not rise to the level of a potential violation of the Policy of Equity and/or require a further investigation.
- "C" designation: The situation does not involve an equity issue.
- "N" designation: A non-jurisdictional incident.

The Employee Relations Unit or County Equity Investigations Unit (CEIU), depending on the involved parties, is responsible for timely, fully, and fairly investigating potential violations of this Policy. Once an investigation has been completed, the case is handled by the Employee Relations Unit or the County Equity Oversight Panel (CEOP) for review and recommended disposition.

The Employee Relations Unit will issue the appropriate notifications regarding the case to the involved parties and will determine and implement any corrective action, which may include discipline.

1.42.7 PROCEDURES: FILING WITH FEDERAL AND STATE AGENCIES

LACDA employees may also file complaints of discrimination and harassment directly with the California Civil Rights Department (CRD) or with the Employment Opportunity Commission.

You may contact CRD by calling (800) 884-1684 or visiting their website at www.calcivilrights.ca.gov; and/or may contact the Federal Equal Employment Opportunity Commission (EEOC) by calling (213) 894-1000 or (800) 669-4000 or visiting their website at www.eeoc.gov.

1.42.8 DUE PROCESS, GRIEVANCE AND APPEAL RIGHTS

All applicable LACDA policies remain intact under this Policy. Represented employees may grieve matters in accordance with their memoranda of understanding.

1.42.9 TRAINING

All LACDA non-supervisory employees are required to take one hour of sexual harassment prevention training every two years. All LACDA supervisors, managers, directors, and officers are required to take two hours of training every two years.

END OF POLICY



LORI GLASGOW
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • FAX (213) 620-0636

MEMBERS OF THE BOARD

HILDA L. SOLIS

MARK RIDLEY-THOMAS

SHEILA KUEHL

JANICE HAHN

KATHRYN BARGER

January 16, 2018

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

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors/Commissioners:

**APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNITY
DEVELOPMENT COMMISSION AND THE COUNTY FOR POLICY OF EQUITY SERVICES
AND APPROPRIATION ADJUSTMENT
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

This letter recommends approval of a Memorandum of Understanding (MOU) between the Community Development Commission (Commission) and the County of Los Angeles (County) for Policy of Equity (POE) services and appropriation adjustment. The County will provide services including training, intake, assessment, investigation, mediation and equity panel review and recommendations of Commission POE complaints.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Officer or designee to execute an MOU with the Commission, attached in substantially final form, for POE services.
2. Find that the approval of the MOU is not subject to the provisions of the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2-D January 16, 2018

LORI GLASGOW
EXECUTIVE OFFICER

3. Approve a Services and Supplies appropriation adjustment of \$200,000 offset by an increase in revenue budget for services to be provided pursuant to the MOU.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Authorize the Executive Director or designee to execute an MOU with the County, attached in substantially final form, for POE services, in an amount not to exceed \$200,000 per year.
2. Authorize the Executive Director or designee to incorporate up to \$200,000 in the Commission's approved Fiscal Year 2017-2018 budget for services to be provided pursuant to the MOU.
3. Find that the approval of the MOU is not subject to the provisions of the CEQA because it is not defined as a project under CEQA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2011, the Board adopted the County of Los Angeles Policy of Equity (CPOE), Los Angeles County Code section 5.09, in order to establish a consistent and comprehensive Countywide policy to identify, investigate, and appropriately remedy alleged inappropriate workplace conduct, discrimination, harassment, and retaliation based upon protected characteristics or activities. The CPOE was used as the template in drafting the Commission's POE, which is attached to the MOU, and has been incorporated into the Commission's Administrative and Personnel Policies.

The proposed MOU will allow for the County, through its Department of Human Resources (DHR) and the Intake Specialist Unit (CISU) of the Executive Office, to provide POE services to the Commission including training, intake, assessment, investigation, mediation and equity panel review and recommendations of POE complaints. The County will also provide access to online and in-person training for Commission employees, including all managers and supervisors.

FISCAL IMPACT/FINANCING

The Commission will reimburse the County for services provided under this MOU. The County will provide estimated annual cost projections to the Commission each calendar year. Actual charges will be based on hours worked performing intake, investigations, communications, mediations, County Equity Oversight Panel briefings and other services under the MOU. Billing will be processed on a monthly basis and will be based on established billing rates currently in use for County departments.

Funds for the current fiscal year will be incorporated in the Commission's approved Fiscal Year 2017-2018 as needed. Funds for futures years will be included in the Commission's annual budget approval process.

An appropriation adjustment of \$200,000 is attached for approval for increases to Services and Supplies and increases to revenue budget to reflect the billing cost estimates for FY 2017-18. There will be no increase in Net County Cost. Funding for services under the MOU will be requested in the FY 2018-19 budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MOU has been reviewed by County Counsel and is attached in substantially final form. It will be effective following Board approval and execution by all parties, and will remain in full force and effect until terminated by either party upon 90 days written notice. The Commission's POE is attached to the MOU, and has been incorporated into the Commission's Administrative and Personnel Policies.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to Title 24 of the Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The services to be provided under the proposed MOU will help to protect Commission employees from inappropriate conduct, harassment, discrimination, and retaliation, to correct inappropriate behavior in a timely manner, and to ensure compliance with the law.

Respectfully submitted,



LORI GLASGOW
Executive Officer, Board of Supervisors



MONIQUE KING-VIEHLAND
Acting Executive Director,
Community Development Commission

LG:vb

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Director of Personnel

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOS ANGELES
AND THE COMMUNITY DEVELOPMENT COMMISSION
FOR
COMMUNITY DEVELOPMENT COMMISSION POLICY OF EQUITY SERVICES**

WHEREAS, the Community Development Commission of the County of Los Angeles (Commission) was created in 1982 by the Board of Supervisors (Board) as a separate legal entity. The Commission is funded primarily by the United States Department of Housing and Urban Development (HUD) and has a current budget of approximately \$457M and 580 employees.

WHEREAS, the Board serves as the Board of Commissioners of the Commission and appoints its Executive Director. The remaining Commission staff are non-County employees, with roughly 200 of those employees represented by a union.

WHEREAS, the County of Los Angeles Policy of Equity (CPOE), Los Angeles County Code section 5.09, was adopted by the Board in 2011, for the purpose of establishing a consistent and comprehensive Countywide policy to identify, investigate, and appropriately remedy alleged inappropriate workplace conduct, discrimination, harassment, and retaliation based upon protected characteristics or activities. The CPOE has been used as the template in drafting the Commission Policy of Equity (Commission POE) (attached).

WHEREAS, Commission has determined to adopt the Commission POE as their equity policy and have the Commission POE supersede any existing equity policy currently in effect. This will provide a means for the Commission to protect their workforce from equity-based inappropriate conduct, harassment, discrimination, and retaliation, to timely correct inappropriate behavior, and to help ensure compliance with the law.

WHEREAS, the County will provide services under its CPOE to the Commission pursuant to the Master Agreement between the County and the Commission executed on August 21, 2012.

NOW THEREFORE, each party agrees to enter into this Memorandum of Understanding ("MOU") and provide the services contained herein:

1. PARTIES: The parties to this Memorandum of Understanding ("MOU") are the County of Los Angeles, ("County"), and the Commission.

2. PURPOSE: The purpose of this MOU is to memorialize the equity related services provided by the County to the Commission, including but not limited to training,

intake, assessment, investigation, mediation and equity panel review and recommendations of Commission POE complaints.

3. TERM: This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated by either party upon 90 days written notice, which notice shall be delivered by hand or by certified mail to the following addresses:

County of Los Angeles
Attention: Lori Glasgow, Executive Officer, Executive Office of the Board of Supervisors
500 West Temple Street
Los Angeles, CA 90012

Community Development Commission of the County of Los Angeles
Attention: Matthew Fortini, Director of Administrative Services
700 W. Main Street
Alhambra, CA 91801

4. COUNTY RESPONSIBILITIES:

A. The County, through the Department of Human Resources (DHR) and the County's Intake Specialist Unit (CISU) of the Executive Office of the Board will fully and fairly investigate reports/complaints of conduct that potentially violate the Commission POE (Please see detailed duties and responsibilities set forth in Attachment I, Commission POE.

B. The County will provide access to online and in-person training for all Commission employees, including all managers and supervisors.

C. The County, through the DHR, will provide the Commission with a monthly Open Investigations Report.

5. COMMISSION RESPONSIBILITIES: The Commission agrees to:

A. Adopt the Commission POE, including any future amendments or revisions, and modify only to the extent necessary to make it applicable to Commission employees.

B. Ensure that all Commission employees, including all managers and supervisors, complete County provided on-line Commission POE training, at least every two years.

C. Ensure that all Commission employees who are parties to a Commission POE complaint be admonished and timely notified of the complaint filing, the CISU designation, and the disposition of a complaint investigation upon conclusion of a CEOP briefing, if applicable.

D. Provide notification to the employee of his/her required participation in the investigation, advise the employee of his/her role in the investigative process and if appropriate, the consequences of his/her failure to cooperate in the investigation per the Commission CPOE.

E. Submit a "Justification Letter" to the Executive Director of the County Equity Oversight Panel (CEOP) in the event the Commission does not follow any given CEOP recommendation.

6. MUTUAL RESPONSIBILITIES:

A. All parties agree to comply with all duties and responsibilities as set forth in Attachment I.

7. GENERAL PROVISIONS:

A. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties.

D. Entirety of Agreement. This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties related to these matters.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU,

and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU

G. Employment Status: Parties agree that neither the Commission, nor any of their members, employees or agents shall be deemed for any purposes, to be an employee of the County or be entitled to any rights, benefits, or privileges of County employment.

H. Indemnification: The County shall indemnify, defend, and hold harmless the Commission and its officials, officers, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the County's acts, errors, and/or omissions under this contract or the services to be provided by the County hereunder. The County shall not be required to indemnify, defend, and hold harmless the Commission from any liabilities that are caused by the sole negligence or willful misconduct of the Commission or its officials, officers, employees, or agents.

The Commission shall indemnify, defend, and hold harmless the County and its officials, officers, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the Commission's acts, errors, and/or omissions under this contract or the services to be provided by the Commission hereunder. The Commission shall not be required to indemnify, defend, and hold harmless the County or its officials, officers, employees, or agents from any liabilities that are caused by the sole negligence or willful misconduct of County or its officials, officers, employees, or agents.

I. Payment/Costs: The Commission will pay the County for services provided under this MOU. The County will provide estimated annual cost projections to the Commission each calendar year. Actual charges will be based on hours worked performing intake, investigations, responses to external agencies (if any, communications, mediations, CEOP panel briefings and other services under this MOU. Billing will be processed on a monthly basis and will be based on established billing rates currently in use for County departments.

J. Dispute Resolution: Any disputes between the County and the Commission regarding the performance of services under this MOU will be brought to the attention of the Heads of DHR and/or the Executive Office for the County and the

Executive Director of the Commission. Every effort shall be made to resolve the matter at this level.

8. SIGNATURES: This MOU may be executed in one or more counterparts, all of which counterparts shall be deemed to be one instrument and shall constitute one agreement with the same force and effects as if all signatures have been entered in one document. The parties further agree that a faxed signature shall have the same force and effect as an original.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

Date

Date

142 Policy of Equity

POLICY

This Policy of Equity (Policy) is intended to preserve the dignity, respect, and professionalism of the workplace as well as to protect the right of employees to be free from discrimination, sexual harassment, unlawful harassment (other than sexual), retaliation and inappropriate conduct toward others based on a protected status. Retaliation, as well as discrimination, sexual harassment, unlawful harassment (other than sexual), and inappropriate conduct toward others based on a protected status, are contrary to the values of the Community Development Commission of the County of Los Angeles (Commission).

The Commission will not tolerate unlawful discrimination on the basis of age (40 and over); ancestry; color; ethnicity; religious creed (including religious dress and grooming practices); denial of family and medical care leave; disability (including mental and physical disability); marital status; medical condition (cancer and genetic characteristics); genetic information; military and veteran status; national origin (including language use restrictions); race; sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding); gender; gender identity; gender expression; sexual orientation; and any other characteristic protected by state or federal law. Further, the Commission will not tolerate retaliation for filing a complaint under the Policy or similar state or federal law, for participating in an administrative investigation or proceeding under the Policy, for performing duties under the Policy, or for otherwise opposing conduct prohibited by the Policy.

As a preventive measure, the Commission also will not tolerate inappropriate conduct toward others based on a protected status even if the conduct does not meet the legal definition of discrimination or unlawful harassment. All Commission employees are responsible for conducting themselves in accordance with this Policy and its associated Procedures. Violation of the Policy and/or Procedures will lead to prompt and appropriate administrative disciplinary action including, but not limited to, counseling, training, written warning, written reprimand, suspension, demotion, or discharge.

Supervisors, co-workers, and third-parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act.

All Commission employees are required to conduct themselves in accordance with the entirety of this Policy, and all applicable local, county, state, and federal laws.

PROHIBITED CONDUCT

Each Commission employee is responsible for understanding and abiding by these definitions of prohibited conduct as they may impact any administrative process/proceeding for potential violations of this Policy and/or associated Procedures.

Section 1. Discrimination

Discrimination is the disparate or adverse treatment of an individual based on or because of that individual's age (40 and over); ancestry; color; ethnicity; religious creed (including religious dress and grooming practices); denial of family and medical care leave; disability (including mental and physical disability); marital status; medical condition (cancer and genetic characteristics); genetic information; military and veteran status; national origin (including language use restrictions); race; sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding); gender; gender identity; gender expression; sexual orientation; and any other characteristic protected by state or federal law.

Section 2. Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature which meets any one of the following criteria:

Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

Such conduct has the purpose or effect of unreasonably interfering with the individual's employment or creating an intimidating, hostile, offensive, or abusive working environment.

Section 3. Unlawful Harassment (Other Than Sexual)

Unlawful harassment of an individual because of the individual's age (40 and over); ancestry; color; ethnicity; religious creed (including religious dress and grooming practices); denial of family and medical care leave; disability (including mental and physical

disability); marital status; medical condition (cancer and genetic characteristics); genetic information; military and veteran status; national origin (including language use restrictions); race; sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding); gender; gender identity; gender expression; sexual orientation; and any other characteristic protected by state or federal law is also discrimination and prohibited. Unlawful harassment is conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or abusive work environment.

Section 4. Third-Person Harassment

Third-person unlawful harassment is indirect harassment of a bystander, even if the person engaging in the conduct is unaware of the presence of the bystander. When an individual engages in harassing behavior, he or she assumes the risk that someone may pass by or otherwise witness the behavior. The Commission considers this to be the same as directing the harassment toward that individual.

Section 5. Inappropriate Conduct Toward Others

Inappropriate conduct toward others is any physical, verbal, or visual conduct based on or because of age (40 and over); ancestry; color; ethnicity; religious creed (including religious dress and grooming practices); denial of family and medical care leave; disability (including mental and physical disability); marital status; medical condition (cancer and genetic characteristics); genetic information; military and veteran status; national origin (including language use restrictions); race; sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding); gender; gender identity; gender expression; sexual orientation; and any other characteristic protected by state or federal law when such conduct reasonably would be considered inappropriate for the workplace.

This provision is intended to stop inappropriate conduct based on a protected status before it becomes discrimination or unlawful harassment. As such, the conduct need not meet legally actionable state and/or federal standards of severe or pervasive to violate this Policy. An isolated derogatory comment, joke, racial slur, sexual innuendo, etc., may constitute conduct that violates this policy and is grounds for discipline. Similarly, the conduct need not be unwelcome to the party against whom it is directed; if the conduct

reasonably would be considered inappropriate by the Commission for the workplace, it may violate this Policy.

Section 6. Retaliation

Retaliation for the purposes of this Policy is an adverse employment action against another for reporting a protected incident or filing a complaint of conduct or opposing conduct that violates this Policy or the law, or participating in an investigation, administrative proceeding or otherwise exercising their rights or performing their duties under this Policy or the law.

Section 7. Duty to Cooperate

All Commission employees are responsible for cooperating fully in any administrative investigation related to this Policy in accordance with County PPG 910.

Section 8. No Retaliation

In accordance with Commission Administrative and Personnel Policy 139, Harassment, it is illegal to retaliate against an employee or participant of a Commission program who complains in good faith of a violation of any harassment policy of the Commission. No Commission employee will be subjected to an adverse employment action for: making a complaint of conduct, or opposing conduct that potentially violates this Policy, or cooperating in any administrative investigation or otherwise preventing prohibited practices or performing duties under this Policy. The Commission will take corrective administrative action to prevent retaliation, including the imposition of appropriate discipline to any Commission employee who engages in retaliation.

Section 9. Confidentiality

The Commission and the County shall maintain all complaint-related information in confidence to the extent possible given the obligation to conduct a full and fair investigation. For more information concerning confidentiality, Commission employees should contact the County Intake Specialist Unit (CISU).

Examples of Conduct That May Violate This Policy and Scope of Coverage

Depending on the facts and circumstances, below are examples of conduct that may violate this Policy. Please be advised that this list is not exhaustive:

Posting, sending, forwarding, soliciting or displaying in the workplace any materials, documents or images that are, including but not limited to, sexually suggestive, racist;

Verbal conduct such as whistling and cat calls, using or making lewd or derogatory noises or making graphic comments about another's body, or participating in discussions about sexual experiences and/or desires;

Verbal conduct such as using sexually, racially or ethnically degrading words or names, using or making racial or ethnic epithets, slurs, or jokes;

Verbal conduct such as comments or gestures about a person's physical appearance which have a racial, sexual, disability-related, religious, age or ethnic connotation or derogatory comments about religious differences and practices;

Physical conduct such as touching, pinching, massaging, hugging, kissing, rubbing the body or making sexual gestures;

Visual conduct such as staring, leering, displaying or circulating sexually suggestive objects, pictures, posters, photographs, cartoons, calendars, drawings, magazines, computer images or graphics;

Sexual advances or propositions, including repeated requests for a date;

Adverse employment actions like discharge and/or demotion.

Scope of Coverage

Commission Workforce: For purposes of this Policy, Commission Workforce includes but is not limited to Commission employees, applicants for employment, unpaid volunteers and interns, and persons providing services pursuant to a contract.

Location: This Policy prohibits discrimination, unlawful harassment, retaliation, and inappropriate conduct toward others based on a

protected status, whether in the workplace or in an environment with a nexus to the workplace, including in other work-related settings such as offsite work-related events (e.g., retirement parties).

Communication System/Equipment: This Policy also applies to the use of any communication system or equipment in the workplace, including but not limited to, electronic mail, internet, intranet, telephone lines, computers, facsimile machines, voice-mail, radio, cell phones, and mobile digital terminals. Employees may be disciplined in accordance with this Policy for using any communication system or equipment to deliver, display, store, forward, publish, circulate, or solicit material in violation of this Policy.

Reporting Violations of This Policy

Any Commission employee who believes they have been subjected to conduct that potentially violates this Policy is strongly encouraged to report the matter to a supervisor or manager, whether or not the employee is directly supervised by that person, or to the County Intake Specialist Unit (CISU). The CISU may be reached by phone: 1-855-999-CEOP (2367) or website: <https://CEOP.bos.lacounty.gov> and is located at: Kenneth Hahn Hall of Administration, 500 West Temple Street, Room # B-26, Los Angeles, CA 90012.

Any non-supervisory Commission employee who believes they have knowledge of conduct that potentially violates this Policy is also strongly encouraged to report the matter.

Any Commission employee who believes they have been subjected to conduct that potentially violates this Policy has the right to, without undue obstruction or interference, report the potential violation to a supervisor or manager other than their direct supervisor.

Supervisors and managers have an affirmative duty to report potential violations of this Policy to the CISU. Supervisors and managers also have additional duties and responsibilities as detailed in the procedures associated with this Policy.

All complaints filed under the Policy will undergo a fair, complete, and timely investigation, followed by a reasonable conclusion drawn from the evidence collected. The Commission will take appropriate corrective action if misconduct is revealed.

Commission employees may also contact the California Department of Fair Employment and Housing (DFEH) by calling (800) 884-1684 or visiting their website at www.dfeh.ca.gov; and/or may contact the Federal Equal Employment Opportunity Commission (EEOC) by calling (213) 894-1000 or (800) 669-4000 or visiting their website at www.eeoc.gov.

Section 10. Procedures—Duties of Supervisors and Managers

Under these Procedures, supervisors and managers have an affirmative duty to perform certain duties as enumerated below.

Supervisors and managers, for purposes of the Policy include: any employee regardless of job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend this action, if, in connection with the foregoing, the exercise of this authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

NOTE:

FAILURE BY ANY SUPERVISOR OR MANAGER TO CARRY OUT THESE DUTIES MAY BE CAUSE FOR DISCIPLINE.

Section 11. Duty of All Supervisors and Managers to Report

Supervisors and managers have an affirmative duty to report potential violations of the Policy. Supervisors and managers are required to report potential violations of the Policy to the CISU as provided below even when a complaining or reporting party requests that no action be taken. The supervisor or manager shall:

Immediately notify the CISU of the incident(s) or complaint and any initial steps taken by the supervisor or manager; and complete a County Policy of Equity Report/Notification form ("CPOE Report Form") with the CISU.

Section 12. Additional Duties of All Supervisors and Managers

Supervisors and managers are also responsible for:

Being aware of, abiding by and understanding the Policy and Procedures, as well as any modifications that may be made to them;

Actively monitoring the work environment to ensure that conduct that potentially violates the Policy is not occurring;

Informing Commission employees under their supervision of the types of behavior prohibited, and the Commission's procedures for reporting and resolving complaints arising under the Policy;

Stopping conduct that potentially violates the Policy and taking immediate and appropriate administrative action whether or not the involved Commission employees are within their line of supervision; and

If a situation requires separation of the involved parties, particular care must be taken to avoid actions that appear to punish the complaining party. (Note: Supervisors are not required to place themselves in physical harm's way to separate the parties.)

Supervisors and managers have the foregoing duties whether or not a complaint has been made.

Section 13. Additional Duties of Department Heads/Directors

In addition to the duties described above, Department Heads/Directors have the following duties:

Ensuring that the Policy is disseminated to every employee in the Department; and

Ensuring that each employee is provided access to a computer capable of utilizing the online POE reporting portal, and reasonable time to make use of the portal or file a CPOE Report form, and ensuring that blank CPOE Report forms are maintained in a prominent and accessible place in every Department Unit. It is the further duty of the Department Head/Director to ensure that the location, availability, and purpose of the computer portal and the CPOE Report forms are made known to each Department member.

Due Process, Grievance and Appeal Rights

A. Employee Rights

All applicable Commission policies remain intact under this Policy and Procedures.

Procedures: External Complaint Monitoring

The CISU shall receive and process all external discrimination, harassment, and/or retaliation complaints. Upon receipt of an

external discrimination, harassment and/or retaliation complaint, the Commission shall forward the complaint to the CISU for processing. Where appropriate, the CISU will forward the complaint to the County's Equity Investigations Unit (CEIU) for investigation and any required contact, communication and/or closure with the involved external entity.

CEO Filing Package - CEOP LACDA MOU - 5.21.25

Final Audit Report

2025-05-22

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