department of economic opportunity
COUNTY OF LOS ANGELES

BOARD OF SUPERVISORS
Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

EXECUTIVE LEADERSHIP
Kelly LoBianco
Director

Jessica Kim
Chief Deputy

Cynthia Bogdanovich
Administrative Deputy

Leila Lee
Assistant Director, Business and Economic Development

Kate Vacanti
Assistant Director, Workforce

Krystin Hence
Assistant Director, Capital Development

GET IN TOUCH
510 S. Vermont Avenue
Los Angeles, CA 90020
opportunity.lacounty.gov
deo@opportunity.lacounty.gov
844-777-2059

America's Job Centers:
(888) 226-6300
Office of Small Business:
(800) 432-4900

November 17, 2026

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

Dear Supervisors:

DELEGATED AUTHORITY TO ENTER INTO A MASTER OPTION AGREEMENT AND FUTURE GROUND LEASES WITH CENTENNIAL PARTNERS FOR THE PHASED REDEVELOPMENT OF THE LOS ANGELES COUNTY GENERAL HOSPITAL AND WEST CAMPUS (SUPERVISORIAL DISTRICT 1) (4 VOTES) FISCAL YEAR 2026-2027

SUBJECT:

Adoption of an enabling ordinance and delegated authority to execute a Master Option Agreement with Centennial Partners for the phased redevelopment of the Los Angeles County General Hospital and West Campus, to subsequently approve phase-specific options and execute one or more ground leases consistent with the development framework, conditions, and limitations described herein, and to amend the Stabilization Disbursement Agreement to fund Concept and Schematic Design of a replacement Los Angeles County Department of Health Services Supply Chain Warehouse.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions either do not constitute a project under the California Environmental Quality Act (CEQA) or are within the scope of the project impacts analyzed in the County's certified Subsequent Environmental Impact Report (SEIR) for the previously approved Los Angeles County General Hospital Campus Master Plan (Master Plan); delegate authority to the Director

or designee (collectively, Director) of the Department of Economic Opportunity (DEO) to make findings in connection with the delegated actions herein that the actions are within the scope of the SEIR, if appropriate, and that pursuant to State CEQA Guidelines Sections 15162 and 15168, no new environmental document is required, that the Board's previously approved Findings of Fact, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (MMRP) continue to apply to delegated actions proposed for approval, and to file Notices of Determination, as appropriate, in connection with such approvals.

2. Adopt the attached enabling ordinance authorizing the ground lease agreements between the County and Centennial Partners pursuant to Government Code section 25515 et seq.

3. Find the following:

a. The proposed ground leases will result in economic benefits to the County;
b. The public benefit of the proposed lease agreements is expected to be greater than the public benefit which would result from the sale of the property;
c. A reasonable expectation exists that future public need justifies retention of the fee ownership of the property; and
d. The proposed leases will not interfere with the use or development of the remaining public property.

4. Authorize the Director of DEO to negotiate and execute a Master Option Agreement (MOA) with Centennial Partners (Developer), in a form approved by County Counsel and substantially consistent with the development framework and general conditions described herein, for the proposed phased redevelopment of approximately 30.8 acres of the Los Angeles County General Hospital and West Campus (Campus), provided that (a) the MOA is executed no later than June 30, 2027, or such later date to which the term of the Exclusive Negotiating Agreement (ENA) with the Developer may be extended, and (b) the material terms of the MOA remain consistent with the authority granted by the Board herein; and to execute any amendments to the MOA that are consistent with such authority.

5. Direct the Director of DEO to oversee the proposed phased build-out of the Campus and ensure that development proceeds in accordance with the Master Plan and Use & Development Standards, adopted by the Board on October 20, 2026; the SEIR, certified by the Board on October 20, 2026, such that development is determined by DEO to be within the scope of the impacts analyzed in the SEIR; the Option Release Process, to be memorialized in the MOA; and the Community Benefits Agreement (CBA) Framework, executed between the Developer and The Los Angeles General Medical Center Foundation, Inc. on behalf of the Health Innovation Community Partnership (HICP), attached hereto, which the County will enforce as a third party beneficiary (collectively, the Governing Framework), such that, at full build-out as proposed, the Campus is a mixed-use “Healthy Village” in which the total development for each land use is within the range shown in the development program described herein.

6. Authorize the Director of DEO to approve Project Proposals submitted under the MOA for Phase-specific development (each, a Phase Plan), and negotiate and execute future proposed Project Option Agreements with Developer, or DEO-approved assignee, for each such Phase Plan (each, a Phase Plan Option), provided that each Phase Plan and Phase Plan Option is substantially consistent with the Governing Framework and that the Developer and its affiliates are not then in an uncured material default under the MOA, any proposed Phase Plan Option, or any previously executed ground lease on the Campus.

7. Authorize the Director of DEO to negotiate and execute one or more ground leases with Developer, or DEO-approved assignee, for Category 1 Projects and Category 2 Projects (each as defined in the MOA and described below), in a form approved by County Counsel, following exercise of the applicable Phase Plan Option to draw down a ground lease and satisfaction of the conditions established in the applicable Phase Plan Option for the applicable development site, provided that the proposed ground lease and proposed development of the applicable Phase Plan remain consistent with the authority granted herein.

8. Authorize the Director of DEO to execute amendments and ancillary documentation, in a form approved by County Counsel, necessary to effectuate the MOA, applicable Phase Plan Option, or ground leases, provided that such actions are consistent with the terms and limitations authorized by the Board herein and do not otherwise require further Board approval.

9. Authorize the Director of DEO to amend the Campus Stabilization Disbursement Agreement in an amount not to exceed $665,000 from the Los Angeles County Department of Health Services (LAHS) Fund Balance for the development of a Concept and Schematic Design for a proposed new facility to replace the existing Supply Chain Warehouse.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that they either do not constitute a project under CEQA or are within the scope of the project impacts analyzed in the County's previously certified SEIR for the Master Plan and to delegate authority to the Director of DEO to make findings in connection with the delegated actions herein that the actions are within the scope of the SEIR, and that pursuant to State CEQA Guidelines Sections 15162 and 15168, no new environmental document is required, and that the Board's previously approved Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting program (MMRP) continue to apply and to file Notices of Determination, as appropriate, in connection with such approvals.

The recommended actions would establish a long-term framework and implementation strategy for the phased redevelopment of the Campus by adopting an enabling ordinance and authorizing

DEO to enter into an MOA with the Developer and to approve subsequent Phase Plan Options and ground leases within the limits described herein.

BACKGROUND

In November 2018, the Board unanimously adopted a motion directing the Chief Executive Office (CEO) to prepare a feasibility study for the adaptive reuse of General Hospital. In April 2022, the CEO provided the Board with the General Hospital and West Campus Feasibility Study (Feasibility Study). The Feasibility Study's Reuse Framework proposed a Public-Private Partnership (P3) model to redevelop the site into a mixed-use campus, consistent with Supervisor Hilda L. Solis's vision for a "Healthy Village" serving the County's most vulnerable residents. On July 26, 2022, the Board adopted a motion directing the CEO and County departments to report back on financing strategies for the redevelopment.

On January 24, 2023, the Board authorized DEO to release a Request for Proposals (RFP) for a master development partner, which DEO issued on January 25, 2023. Following a competitive process, the Board selected the Developer and, on December 19, 2023, authorized and delegated authority to the Director of DEO to negotiate and execute an Exclusive Negotiating Agreement (ENA) with the Developer for the Los Angeles General Hospital Mixed Use Project (Project). On June 25, 2024, the Board authorized a term modification of the ENA from 18 to 36 months, with options to extend for up to two additional 180-day periods, and approved funding pursuant to the terms of the ENA in the amount of $2,688,000 for Project Definition phase activities, which included due diligence, site investigation, and preliminary architecture and engineering studies.

The Project Definition phase confirmed both the long-term redevelopment potential of the campus and the immediate need to address seismic, life-safety, and infrastructure deficiencies in the historic General Hospital building and portions of West Campus. In response, on June 17, 2025, the Board approved the General Hospital and West Campus Stabilization Project (Stabilization Project), with a budget of approximately $120,380,000, to address these deficiencies. The Stabilization Project remains ongoing.

Subsequently, on July 29, 2025, the Board passed a motion titled “Next Steps to Implement the Proposed Centennial Project Master Plan on the General Hospital Medical Campus” authorizing the DEO Director to amend the ENA to provide up to $3,322,000 in First District Discretionary Funds to support planning costs and community engagement.

On October 20, 2026, the Board certified the SEIR for the Master Plan, made related environmental findings, and approved and adopted the Master Plan, inclusive of the Master Plan’s Use and Development Standards (Use & Development Standards).

PROJECT DESCRIPTION

The Campus represents a significant opportunity to transform underutilized County property into a “Healthy Village” that complements the medical and health services provided at LA General Medical Center, preserves and reactivates the historic General Hospital building, and introduces

new housing, employment-generating, commercial, community-serving, open-space, and other uses.

Proposed redevelopment of a site of this scale is anticipated to occur over an extended period. Accordingly, the recommended MOA is intended to establish the overall development framework and performance requirements for the Campus, while allowing individual projects and financing structures to be further defined as each Phase advances.

The Developer has prepared a proposed development plan for a Phase 1 project on the West Campus and has identified the general mix and scale of uses currently contemplated for subsequent Phases, including Phases 2-4 on the West Campus and Phases 5-7 on the General Hospital. The Director of DEO shall oversee the phased build-out of the Campus and ensure that development proceeds in accordance with the Governing Framework described below, such that, at full build-out, the Campus is a mixed-use "Healthy Village" consistent with the Master Plan, SEIR, and development program summarized in this letter.

The MOA would not constitute approval of a specific site plan or individual development project for each Phase. Rather, it would establish the parameters within which the Developer may obtain development rights over time and the minimum development obligations that must be maintained as the development program is refined. This approach provides flexibility necessary for a long-term, phased development while ensuring that the Developer remains accountable to the overall development concept presented to and considered by the County.

Governing Framework

Development of the Campus will be guided by a Governing Framework made up of complementary components, which together provide the County and the Developer with a shared basis for advancing each Phase and the overall Project:

- **Master Plan and Use & Development Standards**. Adopted by the Board on October 20, 2026, these documents establish the overall vision for the "Healthy Village," along with specific parameters regarding land use, height, view corridors, open space, and other development standards applicable across the Campus. Every Phase must comply with them, regardless of how its specific program evolves.

- **SEIR**. Certified by the Board on October 20, 2026, the SEIR analyzed the environmental impacts of the maximum development envelope for the broader 81.9-acre campus. Before DEO approves a Phase Plan and before the parties enter into the corresponding Phase Plan Option, the Developer shall prepare any documentation determined necessary by the county, including any technical studies required for the County, as lead agency, to determine the appropriate CEQA documentation for the proposed Phase.

- **Option Release Process.** Rather than conveying development rights for the Campus all at once, the MOA will release option rights Phase by Phase, only after the Developer demonstrates that each proposed Phase is consistent with the Governing Framework and satisfies the other conditions established in the MOA. Each option release serves

as a checkpoint at which DEO will confirm that the Campus development plan is advancing toward the proposed land use mix before additional development areas are committed. These conditions are described in the "Conditions to Executing the Master Option Agreement and Subsequent Project Option Agreements" section below.

- **Community Benefits Agreement (CBA) Framework**. Executed by LA General Medical Foundation, Inc. - HICP and the Developer on October 6, 2026, the CBA Framework establishes community benefit commitments that will apply to development on the Campus, including requirements for affordable housing, local hire, and community-serving uses. Each Phase must comply with the CBA Framework and will be accompanied by a Project-Specific CBA confirming that it meets those commitments. The CBA Framework is described in more detail in the CBA Framework section below.

Phasing and Development Program

Consistent with the vision of the Master Plan, development of the Campus will create a vibrant, sustainable, mixed-use Healthy Village that integrates housing, community-serving and employment uses, open space, and health-related services. Preliminary planning for Phase 1 on the Campus has produced the anticipated program described below. The program for subsequent Phases reflects the mix of uses conceptually envisioned for the remainder of the build-out, and will be refined as each Phase advances.

The anticipated program for Phase 1 includes:

- 5,000 to 15,000 square feet of Community Space
- 22,500 to 70,000 square feet of Commercial/Retail, including a Grocery
- 100 to 400 Residential Units (including a mix of affordable and market-rate)
- Up to 10,000 square feet of General Office
- 30,000 to 40,000 square feet of Warehouse space for LAHS
- Public open space, the size of which will be determined prior to the Phase 1 option
- Parking, sized to program demand, and a Mobility Hub

The proposed development program for the Campus is summarized below.

Land Use	Proposed Phase 1 (West Campus)	Proposed Phases 2-4 (West Campus)	Proposed Phases 5-7 (General Hospital)	TOTAL
Residential (e.g., Affordable, Workforce/Attainable, Local Market Rate)	100 to 400 units	150 to 400 units	550 to 800 units	800 to 1,600 units
Retail / Commercial (e.g., Grocery, Neighborhood-Serving Retail, Vendor Plaza)	22,500 to 70,000 sf	10,000 to 100,000 sf	40,000 to 90,000 sf	72,500 to 260,000 sf
Community & Economic Development Space (e.g., Nonprofit Space, Workforce Center, Small Business Incubation, Community Kitchen, Event and Meeting Space)	5,000 to 15,000 sf	5,000 to 30,000 sf	10,000 to 50,000 sf	20,000 to 95,000 sf
General Office / Employment	Up to 10,000 sf	Up to 150,000 sf	N/A	Up to 160,000 sf
Patient and Caregiver Lodging	N/A	N/A	100 to 200 rooms	100 to 200 rooms
Warehouse / Storage (e.g., Los Angeles Health Services Supply Warehouse)	30,000 to 40,000 sf	N/A	N/A	30,000 to 40,000 sf
Public Open Space (e.g., Parks, Plazas, Community Gardens, Playground)	Included; size to be determined prior to Phase option, consistent with the Master Plan	15,000 to 25,000 sf	Included; size to be determined prior to Phase option, consistent with the Master Plan	15,000 to 25,000 sf, plus Phase 1 and Phases 5-7 public open space
Parking (e.g., Mobility Hub)	Sized to program demand, consistent with the Master Plan and SEIR	Sized to program demand, consistent with the Master Plan and SEIR	Sized to program demand, consistent with the Master Plan and SEIR	Sized to program demand, consistent with the Master Plan and SEIR, plus not less than 900 spaces for County Users (per RFP Appendix M)

Flexibility and Board Oversight

The precise configuration of development may evolve as individual Phases advance, due to financing availability, market conditions, infrastructure requirements, tenant demand, design development, regulatory requirements, and other factors inherent in a long-term redevelopment project. The recommended actions provide flexibility for the program to evolve while keeping the Campus within the commitments on which the County is entering into the MOA.

The land use allocations identified for individual Phases are preliminary and illustrative and may be modified or redistributed among Phases with the approval of the Director of DEO, provided that the aggregate development program at full build-out remains within the campus-wide land use ranges identified in the TOTAL column, and that such modifications remain consistent with the Governing Framework and applicable environmental requirements. The only exception is the LAHS Supply Chain Warehouse, which will be governed by the process described in the LAHS Supply Chain Warehouse section below. The Director of DEO may approve modifications to the development program, provided that such modifications remain consistent with the Governing Framework, do not eliminate a required land use or public benefit, are consistent with the SEIR, and keep each land use within its total range.

Housing Priority

The County has consistently identified the delivery of housing, including affordable housing, as a primary objective of the Campus redevelopment. The MOA will ensure that residential development remains a priority throughout the build-out and is not deferred in favor of non-residential uses. To implement this priority, the MOA will require that, measured cumulatively at all times during the buildout, residential development constitute not less than 25 percent of the total gross square footage of development on the Campus that has commenced construction,

excluding parking, infrastructure, open space, and County-occupied facilities such as the LAHS warehouse. Non-residential development that would cause the residential share to fall below this minimum may not commence unless sufficient residential development commences concurrently. In addition, consistent with the basis for the Campus's exemption from the Surplus Land Act, the MOA will require that development on the Campus include not less than 300 housing units, of which not less than 25 percent are restricted to lower-income households. In addition, the residential components of each Phase must also comply with the applicable requirements of the CBA Framework, including its affordability requirements. The County will retain discretion over the sequencing of development, including the order in which the programmatic elements within and across Phases are delivered, and the extent to which non-residential development may proceed prior to the completion of, or demonstrable progress toward, residential development.

Conditions to Execute the Master Option Agreement and Subsequent Project Option Agreements

The proposed MOA would grant the Developer the right, subject to satisfaction of specified conditions, to obtain development rights for portions of the Campus through a Phase Plan Option for each of the Phases.

The MOA would establish the overall rights and obligations of the County and Developer, including the option areas; development program and phasing; minimum development requirements; Schedule of Performance (SOP); requirements for approval of Phase Plans and exercise of each Phase Plan Option; CBA obligations; environmental requirements; and other terms necessary to govern development of the Campus.

In consideration for the option rights granted under the MOA, the Developer would pay the County an option fee upon execution of the MOA and an annual option payment for each Phase for which a Phase Plan Option remains unexercised, in amounts to be negotiated and established in the MOA.

Before DEO approves a Phase Plan and the parties execute a Phase Plan Option, the Developer would be required to submit information sufficient for the County to evaluate the proposed development for that Phase. Such information is anticipated to include, as applicable:

- Phase-specific development plan identifying proposed uses, development quantities, site configuration, and principal improvements;

- An updated development and implementation schedule;

- A financing plan and evidence demonstrating the Developer's ability to finance and complete the proposed development, including identification of committed or reasonably assured sources of subsidy and financing;

- Identification of infrastructure, parking, mobility, utility, and other requirements necessary to support the Phase;

- Identification of the development team and key personnel, including their qualifications and experience with comparable projects;

- A continuity of operations plan and a parking replacement plan addressing County operations and County parking displaced by the proposed development (consistent with Appendix M to the RFP);

- Demonstration of compliance with applicable requirements of the CBA Framework;

- Demonstration of compliance with the applicable SOP;

- Documentation necessary, as determined by the County, for the County to comply with CEQA; and

- Such other information required by the MOA.

Under the MOA, the Developer would initiate each Phase Plan by submitting a Project Proposal. Pursuant to the Master Plan, County review of each Project Proposal would classify the proposed development as a Category 1 Project (a permitted use consistent with the Use & Development Standards), a Category 2 Project (a permitted use that may be approved subject to additional conditions imposed by the County), or a Category 3 Project (a use not permitted under the Use & Development Standards). The Director may approve Category 1 and Category 2 Projects within the limits of the authority delegated herein. Category 3 Projects would require further Board approval.

Upon satisfaction of the applicable conditions, the Developer may exercise the applicable Phase Plan Option. The specific ground leases under the Phase Plan Option would be established in accordance with the MOA and would address, among other matters, the leased premises, term, rent or other economic consideration, development obligations, construction and completion requirements, performance milestones, maintenance and operation, insurance, indemnification, assignment and transfer, defaults and remedies, and other customary provisions.

So that individual Phases may be financed and developed independently, the MOA is not anticipated to cross-default executed Phase Plan Options or ground leases held by unaffiliated entities. However, an uncured default by the Developer or its affiliates under the MOA, any Phase Plan Option, or any ground lease would preclude the Developer from exercising any additional Phase Plan Option unless waived by the County.

Until the Developer has satisfied the applicable conditions, exercised a Phase Plan Option for a particular Phase, and entered into a ground lease or other applicable real estate agreement for

the development site, the County will retain control of the property, subject to the terms of the MOA.

As noted above, within each Phase and across the entire development, the Developer must comply with all requirements of the RFP's Appendix M: Special Area Requirements.

Schedule of Performance

The proposed MOA will include a Schedule of Performance (SOP) establishing milestones for the Developer's advancement of each of the Phases, including deadlines or performance periods for submission of required Phase Plans, satisfaction of option conditions, exercise of Phase Plan Options, execution of ground leases, commencement of construction, and other material development milestones.

The SOP is intended to ensure that the MOA does not provide indefinite control of County property without corresponding progress toward development.

The SOP will establish an outside date and performance milestones for each Phase, with separate phasing tracks for the West Campus and the Historic General Hospital. For the West Campus, commencement of construction of Phase 1 will be required within three years after execution of the MOA, which the County may extend at the DEO Director's discretion for up to two additional one-year periods, and commencement of construction of each subsequent West Campus Phase will be required within three years after commencement of construction of the preceding West Campus Phase.

For the Historic General Hospital, the Developer will prepare a financial assessment and funding strategy within one year of completing selective demolition. The SOP will establish milestones for: (a) completion of the Targeted Seismic Retrofit; (b) completion of the Full Seismic Retrofit; and (c) completion of Core and Shell and interior/exterior build-out. The Developer shall prioritize concurrent development of the Historic General Hospital along with other phases.

Material modifications to the SOP that would substantially alter the development program or overall implementation contemplated by the MOA shall require further Board approval.

Community Benefits Agreement

In response to the July 29, 2025 motion directing DEO to continue its partnership with the Developer and LA General Medical Foundation - HICP to engage in a robust community engagement process and develop a Community Benefits Agreement (CBA), DEO entered into an agreement with LA General Medical Foundation, Inc. - HICP and The Wellness Center to convene a CBA Steering Committee to develop a CBA Framework (CBA Framework) that will be included as an exhibit to, and enforced through the mechanisms of, the MOA.

The CBA Framework process formally commenced on November 18, 2025, with the formation of a CBA Steering Committee (Committee), led by The Wellness Center. To establish the

Committee, The Wellness Center conducted an open and inclusive outreach process, inviting members of the Community Advisory Committee (CAC), HICP, and the broader public to apply for participation. In parallel, the First Supervisorial District conducted targeted outreach to key community partners to ensure broad awareness of the opportunity. As a result, a committee of over 20 members representing a diverse cross-section of community residents, community-based organizations, and project stakeholders was established and met on a near-weekly basis, participating in over 45 meetings, reflecting a sustained and structured commitment to the process.

Throughout the engagement process, the Committee worked with the County, the First Supervisorial District, and the Developer to establish a CBA Framework inclusive of guiding principles, governance structures, and key commitments that will shape community benefits across all Phases of the development. As each Phase of the multi-phase development moves forward, a complementary Project-Specific CBA will be produced that affirms that the proposed project satisfies the commitments within the Framework and, as necessary, adds project-specific details reflective of community priorities and market opportunities.

The CBA Framework consists of seven priority areas and, for each, articulates goals, values, and community benefits, along with specific obligations, measurable metrics, and enforceable commitments. Some highlights of the CBA Framework include:

- **Campus Design, Parks & Open Space**: Calls for a connected network of high-quality, publicly accessible, well-resourced, and well-maintained green, outdoor, and open spaces that support recreation, play, gathering, and everyday use by residents, workers, patients, and visitors.

- **Transportation, Access & Wayfinding**: Envisions a safe, affordable, eco-friendly, equitable, and clear campus transportation system that enables ease of access while minimizing traffic and parking impacts on surrounding neighborhoods. Contemplates a multi-modal campus, supported by intuitive circulation and mobility features.

- **Aesthetics & Cultural Representation**: Requires a cohesive design identity honoring Indigenous and historical cultural legacy, plus funding dedicated to community-informed public art.

- **Local Hiring, Job Training & Workforce Pathways**: Requires compliance with the County's Local and Targeted Worker Hiring Policy, with minimum goals of 30% local and 10% targeted worker hiring for construction and an aspirational goal of 40% local hiring. Sets a permanent-job hiring goal of 40% local and 10% targeted workers. Includes living wage and labor peace provisions for tenants and operators, and an aspirational goal that at least 20% of on-site construction work hours be performed by residents living within two miles of the Project Site.

- **Local Small Business, Commercial Affordability & Tenant Protections**: Calls for affordable and accessible commercial space that enables small, local, and culturally

responsive businesses and entrepreneurs to establish and sustain a presence on the campus, including a set-aside of 10% of the Project's retail space for qualifying microbusinesses and small businesses.

- **Community Spaces & Services**: Establishes a community-led and community-managed Community Benefit Fund to support community services, programs, and governance associated with the Project, and commits to a permanent home for The Wellness Center.

- **Affordable Housing & Community Ownership**: Guarantees that at least 35% of residential units will be income-restricted affordable housing, with commercially reasonable efforts to achieve an average affordability level of 40% of area median income (AMI) or below. An additional 20% of units will be delivered as affordable housing where financing allows, or otherwise as attainable housing for moderate-income households, for an aspirational goal of up to 55% affordable units.

The CBA Framework, which was executed by Los Angeles General Medical Center Foundation, Inc. - HICP and the Developer on October 6, 2026, is one of several critical components informing the proposed MOA and will go into effect once the MOA is negotiated and executed by the County and the Developer. Given the importance of meaningfully reflecting this work in the Project's implementation, it was essential to ensure that the CBA Framework process was complete prior to finalizing the MOA negotiations. While the County is not a signatory to the CBA Framework, it is a third-party beneficiary and will enforce the Developer’s commitments under the CBA Framework, which would be included as an exhibit to the proposed MOA.

Los Angeles Health Services (LAHS) Supply Chain Warehouse

The proposed redevelopment of the Historic General Hospital would require LAHS to vacate its existing Supply Chain Warehouse on Zonal Street. The warehouse serves as the primary distribution point for consumable and durable goods used at Los Angeles General Medical Center (Medical Center).

To ensure uninterrupted operation of the Medical Center during and after redevelopment, a new warehouse must be constructed and operations relocated before the existing warehouse is demolished. DEO, CEO, and LAHS evaluated a range of relocation options, including other LAHS or County facilities and leased space in the private market. These alternatives would have reduced operational efficiency and required high costs and extended timelines to lease and renovate a suitable facility. They also would have increased the cost of transporting goods from an off-site location at the required frequency. Together, these factors outweighed the cost of constructing a new facility on campus. The County and the Developer then evaluated several siting options, balancing the need to locate the warehouse as close to the Medical Center as possible against the goal of minimizing the visual and physical impact of a logistics facility on the campus.

The County and the Developer identified a site along Marengo Street, immediately west of the Medical Center, as the preferred location. This proposed site streamlines Medical Center operations and takes advantage of the site's topography, allowing the warehouse to be set into the natural slope. This preserves the ground plane for pedestrian use throughout the campus. The County and the Developer also agreed to integrate the warehouse into a proposed larger Phase 1 development along the Marengo Street frontage that will include other community-serving uses, such as housing, retail, community space, and open space. Integrating the warehouse into the broader redevelopment, rather than delivering it as a standalone facility, supports a more cohesive and efficient campus design.

The proposed replacement warehouse (Warehouse Project) is currently contemplated at approximately 35,000 gross square feet. It would include capacity for approximately 500 pallet positions and two dedicated loading docks capable of accommodating daily semi-trailer deliveries. It would also include dedicated pedestrian and tram connections to the Medical Center. The design will seek to minimize reductions in parking at Lot 5, across from the Medical Center, and approximately 49 Warehouse parking spaces will be provided as part of the broader replacement of County parking. These parameters, along with security and operational requirements, would be established in a Basis of Design (BOD) document to be finalized by LAHS.

Under the Stabilization Project, the Developer's design team will advance the proposed Warehouse Project design through Schematic Design (SD) with input from LAHS. LAHS will commit approximately $665,000 in soft costs to fund this design work. LAHS is planning for a total project budget of $36,500,000, to be funded from its fund balance, for design completion and construction of the Warehouse Project (inclusive of the $665,000 in soft costs described above). The Developer’s SD deliverable will include an updated construction budget that takes into account the findings of further site investigation and studies (including but not limited to geotechnical study, utility survey, and LADOT coordination) as well as potential cost escalation.

Within 90 calendar days of receiving the Developer’s SD deliverable, LAHS will determine whether the proposed BOD can be delivered satisfactorily and within the proposed construction budget or whether to pursue a standalone replacement warehouse. At that time, LAHS and DEO will return to the Board to recommend approval to advance the proposed Warehouse Project. If the integrated project does not move forward, LAHS will need to deliver a standalone replacement warehouse in close proximity to the Medical Center to maintain uninterrupted supply operations, with sufficient space to accommodate the building and also the required truck delivery and maneuvering activity. Accordingly, in this scenario, the boundary of the area subject to the MOA (Project Boundary) would revert to a pre-determined, reduced fallback configuration to give LAHS sufficient space to construct a proposed standalone warehouse and associated truck circulation west of Parking Lot 5. If the integrated project is approved, LAHS will vacate the existing Supply Chain Warehouse within 6 months after the replacement warehouse is ready for occupancy. If LAHS does not proceed with the Developer on an integrated replacement

warehouse, LAHS would commit to vacating the existing Supply Chain Warehouse within five (5) years of the SD confirmation decision.

FISCAL IMPACT/FINANCING

The total aggregate allocation for planning and stabilization activities on the Campus is estimated at $130,937,000. Prior committed project expenditures for activities are estimated at $10,557,000 for the Feasibility Study, structural improvements, due diligence activities, and other Board-authorized activities funded by the General Hospital West Campus Project, Capital Project No. 87883 and Los Angeles General Medical Center General Hospital Structural Improvements Project, Capital Project No. 87958.

The approved budget for the active Stabilization Project is $120,380,000, funded with the following sources: $43,100,000 remaining from the $50,000,000 California State Department of Housing and Community Development Grant currently held in the County Trust Account TK7-7383 (TK7-7383); $55,000,000 from obligated fund balance Committed for American Rescue Plan Act (ARP)-Enabled Capital Programs; $1,678,000 of First Supervisorial District Discretionary Funds (Community Project Funding); and an aggregated total of $20,602,000 net County cost (NCC), currently budgeted in the General Hospital West Campus Project, Capital Project No. 87883 and the LA General MC General Hospital Structural Improvements Project Capital Project No. 87958.

The Developer has estimated the total development cost to implement the proposed Project at $1.5 to $2 billion. This estimate reflects the full multi-phase buildout over an estimated 25-year horizon.

Under the MOA, the Developer would be responsible for identifying, securing, and assembling all subsidy, financing, and other capital necessary to implement each Phase, including the significant public subsidy, tax credit equity, grant funding, and private debt and equity that the redevelopment will require. The Developer anticipates pursuing a combination of historic and low-income housing tax credits, federal, State, and other grants, district-based financing tools, mission-aligned and philanthropic capital, and private debt and equity to meet these needs. Approval of the MOA would not constitute a commitment of County funds toward these or any other Project costs, and evidence of the Developer's ability to secure the required subsidy and financing will be required prior to exercise of each Phase Plan Option, as provided in the MOA. Any future request for County funding, County financing participation, or formation of a financing district would be subject to separate Board approval. The Developer would also be responsible for implementing all SEIR mitigation measures triggered by its development, including the Developer's proportional share for any required off-site transportation improvements.

The recommended amendment to the Stabilization Disbursement Agreement would provide an amount not to exceed $665,000 from LAHS fund balance for Concept and Schematic Design of the Warehouse Project; the remainder of the $36,500,000 total Warehouse Project budget, also to be funded from LAHS fund balance, would be subject to future Board approval. No County

General Funds are requested at this time and additional funds from the County General Fund are not currently anticipated.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

An RFP was authorized by the Board and issued by DEO on January 25, 2023. As a result of the RFP, the County received a total of two proposals. The proposals were evaluated based on the following criteria described in the RFP:

1. Proposer Qualifications
2. Financial Capacity & Capability to Implement Project
3. Project Design/Concept & Narrative Description
4. Project Financing Strategy
5. Interview
6. Developer Requirements

Centennial Partners' proposal received the higher score. A debrief was held with the non-selected proposer and no protests were filed over the selection process.

On December 19, 2023, the Board authorized and delegated authority to the DEO Director to negotiate and execute an Exclusive Negotiating Agreement (ENA) between the County and the Developer, regarding the mixed-use development at the Los Angeles County General Hospital Campus at 1200 North State Street, Los Angeles, CA 90033 (Project Site).

On June 25, 2024, the Board authorized a term modification of the ENA from 18 to 36 months, with options to extend for up to two additional 180-day periods, to facilitate completion of preliminary studies, analysis, site investigation, and project management activities in furtherance of defining the scope, requirements, and priorities of the redevelopment.

On June 17, 2025, the Board certified that the Addendum to the previously certified 2014 Final Environmental Impact Report for the LAC+USC Medical Center Campus Master Plan was completed in compliance with CEQA.

On October 20, 2026, the Board certified the SEIR for the Master Plan, made related environmental findings, and approved and adopted the Master Plan, inclusive of the Use & Development Standards.

The Developer must satisfy its outstanding financial obligations to the County under the previously executed ENA, as reconciled and resolved in a separate agreement between the County and the Developer.

Pursuant to Government Code Section 25515, *et seq.,* the Legislature has found that the provision of residential, commercial, industrial, and cultural development of public property owned by counties constitutes a valid public purpose and authorizes such development.

The Board declared the Project Site exempt from the Surplus Land Act, Government Code section 54200, et seq., in accordance with Government Code section 54221(f)(1)(F)(ii) because the County invited entities to participate in a competitive bid process for a mixed use development that is more than one (1) acre in area, that includes not less than 300 housing units, and that restricts at least 25 percent of the residential units to lower-income households, as defined in Health and Safety Code Section 50079.5 as affordable housing.

ENVIRONMENTAL DOCUMENTATION

On October 20, 2026, the Board certified the SEIR for the Los Angeles County General Hospital Campus Master Plan, adopted Findings of Fact (Findings) and a Statement of Overriding Considerations (SOC) with respect to remaining significant and unavoidable impacts in the areas identified in the SEIR, and adopted a Mitigation Monitoring and Reporting Program (MMRP). The Board also approved the Master Plan project, including the Use & Development Standards.

While the SEIR provides a program-level CEQA analysis for the Master Plan, no specific projects would be approved by approving the Master Plan. All subsequent projects proposed under the Master Plan will be examined in light of this SEIR to determine whether additional CEQA documentation is necessary. The proposed Master Plan Project as described and analyzed in the SEIR includes guidelines for a buildout in phases over an estimated 25-year period. A Notice of Determination was filed with the County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation.

The recommended actions herein either do not constitute a project under CEQA or are within the scope of the project impacts analyzed in the SEIR for the Los Angeles County General Hospital Campus Master Plan, which the Board certified on October 20, 2026. The recommended actions would also delegate to the Director of DEO the authority to make findings, in connection with the delegated actions herein, that (1) the actions are within the scope of the SEIR; (2) pursuant to State CEQA Guidelines section 15162 and 15168, no new environmental document is required; and (3) the Board's previously approved Findings, SOC and MMRP continue to apply. The delegation would further authorize the Director to file Notices of Determination, as appropriate, in connection with such approvals.

The proposed delegations of authority to the Director of DEO herein do not constitute projects under CEQA because they are activities that are excluded from the definition of a project under California Public Resources Code section 21065 and are administrative activity of government that will not result in direct or indirect physical changes in the environment pursuant to State CEQA Guidelines section 15378(b)(5).

The Final SEIR, Findings, SOC, and MMRP have been prepared in compliance with CEQA and are on file with the Clerk of the Board. Copies of the Final SEIR, Findings, SOC, and MMRP are also available online at https://opportunity.lacounty.gov/general-hospital/ or at the Los Angeles County DEO's main office (510 S. Vermont Avenue, 11th Floor, Los Angeles, CA 90020).

As activities that would be considered a project are proposed in the future, DEO will determine whether they are within the scope of the environmental impacts for the Master Plan project that was analyzed in the SEIR and, subject to the delegations proposed herein, and, if appropriate, will make findings to address the requirements of CEQA, including with respect to State CEQA Guidelines sections 15162 and 15168 and will file Notice(s) of Determination as appropriate. To the extent that additional findings under CEQA, not delegated herein or otherwise authorized, are determined to be necessary, DEO will recommend approval of such findings as well as related approvals for the activity from the Board prior to approving the recommended activity.

As stated in the SEIR, Findings, and SOC, the Project will result in unavoidable significant impacts in the areas of air quality, cultural resources, greenhouse gas emissions, noise, recreation, transportation, utilities and service systems, but such impacts have been reduced to the extent feasible, and the many benefits of the proposed project, some of which include but are not limited to economic, social, housing, healthcare, infrastructure, historic preservation, and sustainability benefits, outweigh these unavoidable adverse impacts.

The Findings, SOC, and MMRP adopted by the Board with the October 20, 2026 certification action continue to apply to the currently recommended actions.

The location of the documents and materials constituting the record of the proceedings upon which the Board's decision is based in this matter is the Department of Economic Opportunity. The custodian of such documents and records is the Assistant Director, Capital Development, Department of Economic Opportunity, 510 South Vermont Avenue, 11th Floor, Los Angeles CA 90020. The environmental documents are also available at the following link: https://opportunity.lacounty.gov/general-hospital/.

Upon the Board's approval of the actions recommended herein, DEO will file a Notice of Determination with the County Clerk and with the State Clearinghouse in the Office of Climate Innovation in accordance with section 21152 of the California Public Resources Code, will pay the required fees to the County Clerk and will post the Notice to DEO's website in accordance with section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will not impact current County services. The MOA would not authorize construction or transfer control of any portion of the Campus, as the County will retain control of each development site until the Developer satisfies all applicable conditions to exercise a ground lease. Prior to approval, the Developer must submit and the County must

approve a continuity of operations plan and a parking replacement plan, consistent with Appendix M to the RFP, addressing County operations and County parking displaced by the proposed development.

LAHS will continue to operate the existing Supply Chain Warehouse until a replacement facility is constructed and operations are relocated, ensuring uninterrupted supply operations at the Medical Center. The recommended amendment to the Stabilization Disbursement Agreement funds Concept and Schematic Design only; LAHS and DEO will return to the Board for approval to advance the Warehouse Project.

CONCLUSION

Should you have any questions, you or your staff may contact me directly, or Krystin Hence, Assistant Director of Capital Development, at (323) 578-5389 or khence@opportunity.lacounty.gov.

Respectfully submitted,

Kelly LoBianco, Director

KL:KH:KA:dm

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

Attachment



Los Angeles General Medical Center

Centennial Project

Community Benefits Agreement (CBA) Framework

Approved by the

Health Innovation Community Partnership

CBA Steering Committee on

September 9, 2026

Part 1: Guiding Principles

This Community Benefits Agreement Framework ("Framework") is entered into by and between **Centennial Partners** ("Master Developer") and the **Health Innovation Community Partnership** ("HICP"), together with Master Developer, the "Parties." It shall be incorporated as an exhibit to the Option Agreement for the Los Angeles County General Hospital Redevelopment Project (the "Project"). The County of Los Angeles ("County") shall be a third-party beneficiary of the Framework but shall not be a signatory. It is the Parties' intention that the County can enforce the Framework as a third-party beneficiary.

This Framework establishes a shared vision, binding metrics, guiding principles, priorities, developer requirements, community partnership processes, and structures for community benefits associated with the Project. Because the Project is a long-term, multi-phase development, and specific development proposals are not yet fully defined, this Framework is intended to:

- Articulate goals, values, and priorities for community benefits across the entire Project site.
- Define the structures and processes for community partnership with the Master Developer as an integral component of the Framework execution.
- Serve as a foundational starting point and evaluative lens for future, project-specific Community Benefits Agreements ("Project-Specific CBAs").

This Framework is intended to stand on its own as a durable, binding foundation for community benefits across the entire Project and throughout the life of the development. As individual projects within the Master Plan advance into implementation, **Project-Specific CBAs** shall be developed that conform to this Framework, adding project-specific obligations, measurable metrics, and enforceable commitments tailored to each project's scope, impacts, and feasibility — addressing details that this Framework does not yet define. Project-Specific CBAs may supplement but shall not diminish the commitments established by this Framework.

HICP shall have the roles described in this document in guiding, informing, and participating in the development and oversight of community benefits associated with the Project.

All obligations of the Master Developer under this Framework shall bind and apply to its successors, assignees, transferees, and developer successors.

Part 2: Community Governance, Accountability, and Future Phases

A. Governance Committee

To support the ongoing implementation and oversight of this Framework, HICP shall establish a standing committee known as the **Centennial Project Community Governance Committee ("Governance Committee")**. The mission of the Governance Committee shall be to monitor community benefits delivered by the Project, to ensure community voice and representation in communication and coordination with the Master Developer, along with review of accountability processes, and to provide a coordinating body to ensure community participation and partnership in the development and evolution of the entire campus.

Building upon the foundation established by this Framework, the Governance Committee shall work to ensure that committed benefits are meaningfully enacted and shall play a central leadership role in developing and negotiating future Project-Specific CBAs as the campus evolves.

The Governance Committee's responsibilities and duties shall be to:

- Serve as the primary community representative for community benefits.
- Participate in negotiations and advise on community benefit strategies and agreements.
- Support compliance monitoring with executed agreements. Collaborate on course-correction or remedy as needed and monitor outcomes.
- Monitor the performance and delivery of community benefits.
- Assess the impact of community benefit initiatives and propose opportunities to strengthen value to the community.
- Control and direct the "Community Benefit Fund" in coordination with the County, ensuring that fund disbursements align with the priorities of this Framework
- Participate in community engagement efforts related to the Project to increase public awareness and feedback.
- Serve as subject-matter experts on community priorities and evolving community needs.
- Review and recommend updates to its own structure, composition, and responsibilities over time to ensure the Governance Committee remains representative of and responsive to evolving community needs and campus conditions.

The Los Angeles County Department of Economic Opportunity (DEO) will collaborate with the Governance Committee on an ongoing basis, providing support with workforce development and training as well as technical assistance to small businesses. The Governance Committee shall regularly report on its activities to the Health Innovation Community Partnership (HICP).

B. Oversight, Transparency, Reporting, Tracking, and Enforcement

A core function of this Framework is to ensure community oversight of CBA commitments. The Governance Committee shall serve as the monitoring and enforcement representative on behalf of community stakeholders. Oversight shall be a shared responsibility between the Governance Committee and applicable County agencies.

Meetings, Reports, and Presentations

Commencing upon execution of the Option Agreement, the Master Developer shall participate in quarterly meetings with the Governance Committee and provide a written annual report on progress towards the Framework goals and commitments to the Governance Committee and the County, ensuring full transparency into the status of all community benefits commitments. The annual report shall summarize material compliance with the commitments of the Framework, including applicable quantitative commitments, material efforts required by the Framework, known implementation challenges, and areas where collaboration or community support may assist Project delivery. Annual reports shall be provided in a searchable and editable format and shall address all tracking and progress reporting metrics required by this Framework alongside any additional metrics and reporting requirements established by Project-Specific CBAs. The parties shall use the quarterly meeting process to identify and address implementation questions and potential compliance issues as early as reasonably practicable.

The Master Developer shall also make quarterly presentations to the campus stakeholder community and the Los Angeles General Medical Center. These presentations could be given, for example, at the regular monthly meeting of HICP or at the weekly Los Angeles General Town Hall or in other similar settings.

Specific reporting requirements may include, but are not limited to:

- **Workforce.** Hiring metrics, outreach efforts, and progress toward local, targeted, apprenticeship, and living wage hiring requirements and goals reported on a quarterly basis during construction and biannually for permanent employment. Metrics shall include data from tenants and lessees as applicable.

- **Affordable Housing.** Data reports that share aggregated data on rent amounts, and vacancy rates to ensure compliance with low-income, very low-income, or extremely low-income AMI commitments. Where this information is not directly in the control of the Master Developer, the Master Developer shall coordinate with the County, City of Los Angeles, Affordable Housing operators on campus, and any other bodies with this data to share as much information as possible with the Governance Committee.

- **Small and Local Business**. Data reports on the percentage of businesses that meet applicable metrics, vacancies, and evictions. Reports shall include the steps taken to ensure eviction is a last resort and the Master Developer's strategy to fill vacancies.

Enforcement

Metrics Based Reporting Shortfalls. If any metrics are not achieved, the Master Developer must provide a written explanation of the shortfall and a corrective action plan, including a timeline for achieving the metric. This written explanation shall accompany the presentation and materials provided to the

Governance Committee for the next quarterly meeting following the identification of the shortfall. Corrective action plans shall specifically address outreach gaps, pipeline constraints, and steps to improve performance in subsequent reporting periods. If the Master Developer believes that circumstances have changed to such a degree that there is no feasible plan to meet the metric, that shall be disclosed and brought forward for discussion with the Governance Committee to determine what alternative measures may be mutually agreed upon to ensure community benefits are delivered. If the Master Developer's explanations are deemed insufficient or if corrective plans are not followed, the Governance Committee shall proceed expeditiously and in accordance with the applicable County agreements. The County is responsible for initiating and overseeing any enforcement measures.

Other Material Shortfalls. If the Governance Committee or Master Developer identifies a potential material shortfall in a Framework commitment, the identifying party shall provide reasonable notice describing the issue. Within a reasonable timeframe for both parties, which may be required on short notice if deemed necessary by either party, the parties shall meet and confer in good faith to determine the nature and cause of the shortfall. Where the matter is reasonably capable of remedy, parties shall identify an appropriate corrective action and reasonable remedy period. In evaluating compliance, the parties shall distinguish between mandatory quantitative requirements, commercially reasonable efforts obligations, and objectives dependent upon third-party funding, approvals, participation, or other conditions expressly recognized by this Framework. Unresolved material disputes following the meet-and-confer and applicable processes shall proceed expeditiously and in accordance with the applicable County agreements. The County is responsible for initiating and overseeing any enforcement measures.

Independent Third-Party Monitoring. The Parties may, by mutual agreement, engage an independent third-party monitor to assess compliance with this Framework or any Project-Specific CBA. The process for selecting, funding, and directing any such monitor shall be agreed upon by the Parties at the time of engagement.

C. Flow-Down

The Master Developer shall incorporate applicable CBA requirements from the Framework into agreements under its control where necessary to implement the commitments of this Framework. Where a contractor, vendor, or tenant is determined to be noncompliant with an applicable contractual requirement, the Master Developer shall take appropriate steps consistent with the applicable agreement and law to address the noncompliance. Where appropriate, such steps may include notice of the noncompliance and a reasonable opportunity to cure prior to termination or other remedies. Nothing herein shall prevent the Master Developer from taking immediate or additional action where warranted by the severity of the violation, applicable law, or the terms of the applicable agreement.

D. Project-Specific CBA Process

Acknowledging that the Project shall be developed in phases, the Governance Committee shall serve as the community representative in developing a Project-Specific CBA for each future project or phase. A Project-Specific CBA is a document prepared for an individual phase or project that demonstrates how that project will implement and comply with the commitments established in the overall Framework. The Project-Specific CBA is intended to apply the agreed Framework to a specific project and shall not reopen or renegotiate the underlying Framework, modify the minimum commitments established herein, or create an additional discretionary approval of an otherwise compliant Project phase. Each Project-Specific CBA shall articulate clear, measurable, and enforceable commitments tailored to the scope, impacts, and feasibility of the applicable project or phase. The intent of each Project-Specific CBA is to conform to, and build upon,

the structure, parameters, and minimum commitments established by this Framework.

Each Project-Specific CBA shall be developed by the Governance Committee in collaboration with the County and the Master Developer. At the outset of each Project-Specific CBA process, the Master Developer shall submit a conceptual community benefits plan describing the applicable project's scope, financing plan, anticipated impacts, and proposed approach to community benefits as they relate to the commitments and priorities established by this Framework. This plan shall serve as the primary basis for the Governance Committee's drafting of the Project-Specific CBA.

The Master Developer shall bear responsibility for providing metrics and data to inform the Project-Specific CBA draft language, which shall be drafted by the Governance Committee, and which may engage technical experts as needed to support this work. The Master Developer and the County shall assist in identifying qualified advisors and shall make their own institutional expertise available upon request.

The Project-Specific CBA process shall be triggered following successful completion of the County's review of consistency with the Los Angeles County General Hospital Campus Master Plan and Use and Development Standards. At the outset of each process, the Parties shall agree on a Project-Specific CBA timeline specifying deadlines for receipt of review materials and delivery of a finalized agreement. The following parameters are proposed as a starting point, subject to agreement among the Parties:

- **Duration**: Three (3) months
- **Meetings**: At least monthly, among the Master Developer, Governance Committee, and County
- **Completion**: At the close of the three-month period, the Parties shall have completed a finalized Project-Specific CBA. Each Project-Specific CBA must be finalized and executed prior to the execution of a ground lease and shall be incorporated as an exhibit to the applicable ground lease.

The Parties shall approach each Project-Specific CBA negotiation collaboratively and in good faith. Upon written notice of an unresolved issue arising during the Project-Specific CBA process, the Parties shall have thirty (30) days to negotiate in good faith to reach alignment. If no resolution is achieved within that period, the County shall assume facilitation authority and, within ten (10) days, convene the Parties to attempt to resolve the matter. If the Parties remain unable to reach agreement after County facilitation, the County may draft and issue final language resolving the disputed matter, which will be incorporated into the Project-Specific CBA, with such determination being final and binding subject only to the Option Agreement’s dispute resolution provisions.

E. Funding

Within one (1) year of the execution of the Option Agreement, the Parties shall collaborate in good faith to identify an appropriate and sustainable funding structure for Governance Committee operations. This may include direct support from the Master Developer and/or the County, funds held in the Community Benefit Fund, grant funding, discretionary funding from elected officials and government agencies, or other sources mutually agreed upon by the Parties.

F. Community Engagement

Community engagement is a core value of the CBA process. The Master Developer shall collaborate with the Governance Committee to ensure community engagement is a routine and regular part of the project and site development and proactively brings issues to the attention of community stakeholders.

In addition to the regular annual community presentations, each Project-Specific CBA process shall include broader community engagement focused on the specific project or phase. This engagement shall include activities such as workshops, community meetings, or similar forums, to inform priorities, gather feedback, and support transparency in CBA development. In partnership with the Governance Committee, the Master Developer, in coordination with relevant County agencies, shall be responsible for planning, resourcing, and facilitating accessible community engagement activities.

The initiation of each Project-Specific CBA process shall be publicly noticed. High-level summaries of priorities, engagement outcomes, and the final agreement shall be made publicly available. The Master Developer shall participate in good-faith engagement and information sharing throughout the process.

Part 4: Community Priorities

The following seven topic areas reflect priorities identified through CBA Steering Committee deliberations, community input, and Master Developer guiding principles. Each topic includes a vision statement and a non-exhaustive set of considerations to inform future Project-Specific CBAs and specific priorities that reflect obligations of the Master Developer.

A. Campus Design, Parks, and Open Space

Vision: As a significant leaseholder on the campus, the Master Developer shall collaborate with other stakeholders on and around the campus, including Los Angeles County, Los Angeles City, HICP, and surrounding neighbors, to create designs, partnerships, and workflows so that the campus functions as a holistic entity to the greatest extent possible. The Project shall provide a connected network of high-quality, publicly accessible, well-resourced, and well-maintained green, outdoor, and open spaces that support recreation, play, gathering, and everyday use by residents, workers, patients, and visitors. Open spaces shall be ecologically responsive and universally accessible, supporting safe movement and gathering. Outdoor space opportunities shall be maximized for public use and enjoyment, potentially including designated rooftop areas.

Specific Priorities:

- The Master Developer shall adhere to the approved Use and Development Standards for **public use spaces** and maintain those spaces to a consistent standard, including safety and security features appropriate to public open space. Each Project-Specific CBA shall specify a percentage of public open space commitment, relevant to the phases of the total site area and consistent with the approved standards.

- The Master Developer shall incorporate thoughtful **environmental design** – including lighting, sightlines, active uses, and clear wayfinding – to create a safe, welcoming campus and to promote safety both within the Project Site and around its perimeter.

- The Project should prioritize **outward-facing connections to the surrounding neighborhoods**. Strategies should include **streetscape and sidewalk improvements** at campus edges; inviting **entrances**; and **green connectors** to nearby parks.

- The Project shall **integrate and connect open spaces** across the entire campus to avoid isolated areas and create a cohesive, continuous public realm.

- The Project shall design and program open spaces to **support cultural activities and community events**, using lighting, activation, and community-based safety measures to **maximize hours of operation** and encourage active use during daytime and evening hours. The design and scheduling shall also mindfully incorporate sound management practices to protect the residents and patients living on the campus.

- The Project shall incorporate **ecological and comfort-focused design elements** — including shade, landscaping, and green-space corridors — that respond to campus geography.

- The Project shall **honor the local history and indigenous peoples** of the area through land acknowledgement, respect for local ecosystems, use of native plants, and landscape species selections.

- The Project shall provide **adequate lighting and clear sightlines to support safe passage throughout the campus at all hours**, including activity-appropriate lighting for sports, play areas, walking paths, community gardens, and restrooms. The Master Developer shall ensure that lighting, sightlines, and safe passage standards are met within each phase prior to occupancy, such that no occupied portion of the campus operates below these standards at any time during the buildout.

- The Project shall provide **inclusive, accessible seating and gathering infrastructure**, including tiered seating with wheelchair-accessible spaces integrated within seating rows.

- The Project shall include **play spaces for children** of different ages, designed to be inclusive and accessible.

- The Master Developer shall provide **accessible restrooms** reasonably adjacent to all major open-space areas. Restrooms shall be accessible to the general public during the same hours as the Project's open space, park space, and recreational space.

- The Project shall incorporate **crime prevention strategies** that promote safety within and around the Project Site, maintaining a campus environment free from fear, harassment, or intimidation, including the fear, harassment and intimidation that may be caused by traditional policing practices. The Project shall prioritize **alternative, community-based safety approaches,** including de-escalation training and restorative justice support. The Master Developer shall develop a **safety and security plan** emphasizing de-escalation, mediation, and restorative practices while minimizing arrest and incarceration, and shall support complementary community-led safety efforts with broad representation from campus workers, residents, patients, visitors, and surrounding neighborhoods.

B. Transportation, Access, Connectivity and Wayfinding

Vision: The Project should enhance a safe, affordable, eco-friendly, equitable, and intuitive campus transportation system that enables ease of access while minimizing traffic and parking impacts on surrounding neighborhoods. The Project should function as a multi-modal campus, supported by intuitive circulation patterns and mobility features that promote access by walking, biking, transit, and shared mobility options. The Project should be responsive to the changing needs of the campus, community and environment over time.

Specific Priorities:

- The Project should incorporate vehicular **parking** that supports the diverse users of the campus, including employees, patients, residents, and visitors

- The Master Developer shall coordinate and collaborate with other anchor campus tenants to create an **integrated transportation and parking solution** that minimizes duplication of efforts and ensures ease of access for highest priority campus visitors (e.g., medical center patients).

- The Master Developer shall provide adequate **free or low-cost parking** for Los Angeles General

Medical Center patients, patients' families, campus visitors, and campus employees within the replacement parking required to be provided by the County in connection with the Project. Where free parking cannot be provided, the Master Developer shall offer reduced-rate or validated parking programs for low-income patients, families, residents, and visitors. Current and future campus employees shall not be charged for parking within such replacement parking. Parking for residents in Affordable Housing units shall be free, when parking is provided. Any commercial tenant or employer operating on the campus shall be responsible for the cost of parking required for its employees and shall not pass that cost on to its employees.

- The Master Developer shall provide a portion of **electric vehicle charging station**s, as applicable for each project, based on current needs.

- The Project should include **thoughtful campus-wide circulation planning** for pedestrians, cyclists, transit users, and vehicles, including **safe drop-off and pick-up areas** for patients and mobility-limited users.

- The Project should include **multi-modal mobility resources** including free and publicly accessible secured **bike parking, bike share,** and, potentially, **car share** throughout the campus, in relevant and functional locations.

- The Project should be designed in coordination with and to enhance use of existing and planned **public transit** routes and shuttle connections through one or more campus **mobility hubs**.

- The Project shall prioritize **safe movement and accessibility** across the campus for all modes of movement including pedestrians, those using mobility aids (walkers, wheelchairs and scooters), those with strollers, etc. This design may include clearly marked crosswalks, speed-limiting measures, and other design elements that maximize ease of movement for non-vehicular transit.

- The Project shall collaborate with safety partners such as the City of Los Angeles to assess and improve **street safety conditions around the perimeter of the site** and promote safe access points on and off the campus.

- The Project shall implement effective **campus wayfinding** that combines exterior and interior signage and uses clear, branded visuals to reduce confusion. Key signage may include monument entrance signs, directional kiosks and signage with orientation maps, building identification, interior directories, digital signage for real-time updates and/or informational displays that work together as a system and are visually interconnected. The wayfinding system shall also incorporate **accessibility signage and infrastructure that adhere to Americans with Disabilities Act (ADA) standards and support a multi-lingual community**, such as tactile paving, raised lettering, multi-lingual signage, braille signage, high-contrast maps at key entry points, and digital accessibility tools.

C. Aesthetics and Cultural Representation

Vision: The Project should reflect and honor the historic legacy, cultural identities, and lived experiences connected to the campus and surrounding communities through architecture, public art, cultural programming, and commemorative spaces. The Project should use design, art, and culture as active tools for healing, inclusion, and belonging, reinforcing the campus's identity as a "Healthy Village" that is publicly accessible, culturally resonant, and grounded in place.

Specific Priorities:

- The Master Developer shall prioritize a **campus-wide architectural, public art, and design framework** that integrates styles across buildings and public spaces to create a cohesive and legible visual identity for the campus.

- The Project shall respect, preserve, and honor the **historic legacy** of the campus, **recognizing land ancestors (Tongva and other local indigenous groups)** and acknowledging the people who have lived, worked, received care, and passed on the campus grounds through permanent interpretive and commemorative elements.

- The Project shall prioritize **architectural approaches and adaptive reuse** that respect the campus legacy, including reference to Art Deco elements where appropriate, and reuse and interpretation of historic spaces and features for arts, cultural, educational, and commemorative purposes.

- The Project shall identify and incorporate **shared architectural and landscape elements** across the campus — such as signage, monuments, markers, lighting fixtures, materials, sightlines, and gateways — to visually connect spaces and create a coherent aesthetic. Aesthetic choices should prioritize accessibility and wayfinding above design.

- The Master Developer shall provide funding to include **public art, sculpture, cultural elements and arts and cultural programming** on the project site**,** as required by the applicable Los Angeles County arts policy, such as the Los Angeles County Public Art in Private Development Policy or the Los Angeles County Civic Arts Policy. The Master Developer shall ensure public art reflects the cultural identity and aspirations of surrounding communities, including leading a **community-informed artist selection and commissioning process**. The Master Developer shall coordinate with the Los Angeles County Department of Arts and Culture to facilitate community involvement, artist selection, and artwork approval and placement.

- The Project shall **celebrate and uplift the full diversity** of the campus and surrounding communities - including, but not limited to, ethnicity, race, culture, gender identity and expression, sexual orientation, age, ability, socioeconomic background, religion, nationality, and lived experience through inclusive, accessible, and community-informed programming and representation. Physical spaces shall be intentionally designed and maintained on campus to support and empower local community members in practicing and sharing their cultural and traditional expressions.

D. Local Hiring, Job Training, and Workforce Pathways

Vision: The Project shall generate meaningful employment opportunities and long-term workforce pathways that connect nearby residents — particularly youth, historically excluded workers, and workers facing barriers to employment — to **training programs, quality employment including living wage jobs, and economic opportunities** created through construction and ongoing campus operations.

Specific Priorities:

- **Construction Employment:**
    - The Master Developer shall comply with the County's Local and Targeted Worker Hiring Policy (Board Policy 5.270) to achieve a minimum goal of **thirty percent (30%) local hiring** and **ten percent (10%) targeted worker** hiring of total construction work hours, with an aspirational goal of achieving forty percent (40%) of local hiring of total construction work hours.
        - The Master Developer shall implement a **two-tiered preference system** for construction employment, in accordance with the County's Local and Targeted Worker Hiring Policy for all County-sponsored construction and development projects:
            - **Tier 1:** (1) Primary residence is within five (5) miles of the project site; and (2) is within a Qualifying Zip Code (see definition below).
            - **Tier 2:** (1) Primary residence is within a qualifying Zip code; and (2) that Qualifying Zip Code is beyond five (5) miles of the proposed project site.
            - **A "Qualifying Zip Code"** shall have the meaning ascribed to it in the County's Countywide Local and Targeted Worker Hiring Policy (Board Policy 5.270), as amended.
            - In addition to the Tier 1 and Tier 2 hiring goals, the Master Developer shall aspire to have no less than **twenty percent (20%)** of total on-site construction work hours performed by individuals whose primary residence is within **two (2) miles** of the Project Site.
    - The Master Developer shall adopt the **County's Workforce Agreement (CWA)**, or an alternative project labor agreement (PLA) acceptable to the County, comply with all applicable State of California **prevailing wage** laws, and proceed with good-faith neutrality with respect to lawful labor organizing.
    - The Master Developer shall support **re-entry workforce pathways** by establishing an aspirational target that no less than **ten percent (10%)** of **apprenticeship** or paid training placements associated with construction be made available to **formerly incarcerated individuals**, in coordination with County workforce and re-entry service providers.
- **Permanent Employment**
    - **Job Creation:** The Project is expected to generate significant permanent jobs through the development and ongoing operation of the Project. The Master Developer shall support **local hiring and workforce advancement for permanent, non-construction** jobs associated with

operations, such as hospitality, facilities, food service, property management, and other on-site uses. The Master Developer shall use commercially reasonable efforts to achieve the goal of forty percent (40%) of the total on-site work hours of the Project's permanent employees performed by Local Residents, as well as ten percent (10%) of employee work hours performed by Targeted Workers (the "Permanent Hiring Goal"). Progress toward the Permanent Hiring Goal shall be reported biannually.

- The Master Developer shall include, as a material condition of all **leases and operating agreements with commercial tenants** who employ twenty-five (25) or more full-time equivalent employees in onsite operations, a requirement that such tenants make good-faith efforts to meet the Permanent Hiring Goal through participation in community hiring outreach and first-source referral systems established or approved by the County.

- **Outreach and Recruitment:** To demonstrate commercially reasonable efforts at achieving the hiring goals listed above for Construction Employment and Permanent Employment, the Master Developer shall provide evidence of the following activities to the Governance Committee as part of its regular reporting requirements.

    - The Master Developer shall establish a **first-source and community hiring referral system**, in coordination with County workforce agencies and community-based organizations, to provide Local Residents and Targeted Workers priority access to job openings at least ten (10) days prior to broader recruitment or public posting.

    - To support local and targeted hiring goals, the Master Developer shall conduct **early and ongoing outreach** through multiple methods such as job fairs, community newspaper advertisements, workforce boards, labor organizations, occupational and vocational schools, social service agencies, and promotion through HICP and the County's Workforce Development, Aging and Community Services (WDACS).

    - The Master Developer shall make good-faith efforts to pursue **collaborative workforce partnerships** with local educational institutions, including Los Angeles-area community colleges, occupational and vocational schools, and K-12 school districts, to develop pipelines connecting students and graduates to job training, apprenticeship, and employment opportunities associated with the Project.

- **Living Wage**

    - **Lease Agreement Inclusion**: The Master Developer shall include, as a material condition of all leases and operating agreements with commercial tenants and operators, other than Microbusinesses (as defined above), a requirement that such tenants and operators make good-faith efforts such that a minimum of 75% of jobs (“Living Wage Proportion”) shall be Living Wage Jobs as defined above. Notwithstanding the foregoing, there shall be no penalty assessed, nor shall it be deemed a default provision within their lease or operating agreement, should such tenants and operators not satisfy this requirement.

    - **Covered and Non-Covered Work**: In the event that the Master Developer enters into a lease, license, or subcontract with an operator or tenant that is covered in the categories of janitorial, security, landscaping, or Hospitality Services as defined above subject to the County’s Living Wage and/or Labor Peace policies, those terms shall also apply to an agreement executed with the Master Developer. In the event that discrepancies arise between covered work and

non-covered work, the Master Developer and Governance Committee shall meet and confer in good faith to reconcile and resolve any interpretational issues, non-compliance issues, or other material items related to this section.

- **Reporting**: The Master Developer will provide an annual "Living Wage Contact List" to the Governance Committee with a clear list of current tenants and operators on the project site who are subject to the Living Wage Jobs requirement in their lease and operating agreements. Such list shall include all contact and notice address information, including email addresses and phone numbers for on-site representatives, as applicable. In partnership with the Governance Committee, a survey shall be created which will go to each tenant and operator noted on the "Living Wage Contact List" annually. The survey shall be issued in partnership by the Governance Committee and CP on an annual basis. All information collected will then be collated into and will contain project-wide data as well as data regarding each employer on the Project site to which this condition applies. Data regarding particular employers will not include precise salaries; rather, such data will only include the total number of jobs and the percentage of these jobs that are Living Wage jobs. If the report indicates that the Living Wage Proportion is not being met, the Governance Committee and the Master Developer will include as part of the report a discussion of the reasons why that is the case. In compiling this report, the Governance Committee and Master Developer shall be entitled to rely on information provided by tenants and contractors, without responsibility to perform independent investigation. This report shall be presented by April 30th of each year for all data collected from the previous calendar year.

- **Accountability**: In the event that a tenant or operator's actual performance is less than the Living Wage Proportion, the Governance Committee may request such tenant or operator, to meet and confer with the Governance Committee in good faith to identify the specific barriers preventing it from reaching the Living Wage Proportion. Upon the Governance Committee's request, the tenant or operator shall furnish supporting documentation reasonably associated with those barriers. This meet and confer is an attempt to result in a mutually agreeable corrective action plan that identifies concrete steps the tenant or operator can and will take to reach the Living Wage Proportion, along with a timeline for implementation. The tenant or operator shall, if requested by the Governance Committee, provide periodic updates on the progress of the corrective action plan to the Governance Committee.

- **Responsible Contracting**: The Master Developer acknowledges the importance of responsible contracting practices and compliance with applicable labor, workplace-safety, and employment laws. In selecting contractors, operators, service providers, and tenants, the Master Developer shall undertake commercially reasonable due diligence appropriate to the nature and scale of the applicable relationship and shall consider material, substantiated legal, safety, labor, debarment, or performance concerns that are relevant to the proposed engagement. Using commercially reasonable efforts, the Master Developer shall pursue, to the extent possible, value-based contracting that prioritizes operators, contractors, and tenants that align with high-road business practices including equitable compensation, worker voice and safety, and social and environmental responsibility. Nothing in this provision shall require the Master Developer to establish a uniform Project-specific disclosure or scoring system for the Project.

- **Selection of Tenants**: The Master Developer shall send to the Governance Committee its prospective leasing pursuit list on a quarterly basis. The Master Developer and Governance Committee shall meet and confer in good faith to study and discuss the values, potential conflicts, relevant data, and market intelligence of the list, which will assist and support the Master Developer

in the selection process. Special consideration shall be given to a prospective tenant that is deemed highly desirable by the Governance Committee. The Master Developer shall, if the Committee requests, meet and confer with the Governance Committee regarding the merits of the prospective tenant before making a final determination. Such meetings will cover topics including the proposed tenant's health, safety, and workforce performance record, its proposed business plan, as well as the tenant's participation in the labor peace and living wage programs.

- **Labor Peace:** The Master Developer acknowledges the County's longstanding policies promoting economic opportunity, equity, and labor stability for workers across our communities and recognizes the importance of minimizing disruptions caused by labor disputes and fostering collaborative relationships between employers and unions.

- **Labor Peace Agreements**: The Master Developer shall use commercially reasonable efforts to require all applicable leases, operating agreements, and service contracts with commercial tenants, operators, and service contractors with material and ongoing on-site operations, that the applicable employer maintain an executed labor peace agreement with any labor organization representing or seeking to represent employees working at the Project site, subject to the exemptions and exceptions set forth below. In the event that the Master Developer enters into a lease, license, or subcontract with an operator or tenant that is subject to the County's Living Wage and/or Labor Peace policies, those terms shall also apply to an agreement executed with the Master Developer. Furthermore, the Master Developer shall make commercially reasonable efforts to:

    - Encourage and facilitate dialogue between interested SEIU Local(s) and employers operating within the Project;

    - Convene discussions with interested SEIU Local(s) and other relevant stakeholders during the Project's transition to operations to identify and explore opportunities for union employment in areas within SEIU Locals' jurisdiction; and

    - Where appropriate, facilitate introductions and opportunities for dialogue between interested SEIU Local(s) and future Project employers regarding workforce needs and employment opportunities.

    - A Labor Peace Agreement shall not be required where:

        - The applicable tenant, operator, or contractor qualifies as a Microbusiness, as defined in this Agreement

        - The applicable tenant, operator, or contractor is already party to a labor peace agreement covering employees at the Project site that provides substantially equivalent labor-peace protections;

        - The applicable lease, operating agreement, or service contract is temporary or short-term in nature, with an initial term, including available extensions, not exceeding one (1) year;

        - The applicable tenant, operator, or contractor does not maintain a material and ongoing on-site workforce at the Project site; or

        - Application of this section would be inconsistent with applicable law or an applicable County labor policy or exemption.

- Nothing in this section shall require unionization or union membership. The Master Developer shall remain neutral and shall not interfere with lawful efforts by SEIU Local(s) to engage with future employers and employees of the Project.

- **Workforce Development and Training:** The Master Developer shall work cooperatively with public agencies, workforce organizations, and community partners to maximize additional funding from city, state, federal, and private sources to supplement the Workforce Contribution.

- **County Workforce Non-Displacement:** The Master Developer shall make commercially reasonable efforts to ensure that Project operations do not displace or outsource existing County jobs on the campus including through the transfer of services to private employers, contractors, tenants, or operators, as a result of the Project or the provision of future services at the project site.

- **Expansion of County Operations:** The Master Developer shall consult with the County and affected labor organizations representing County employees regarding opportunities for qualified County employees to perform services at the Project site before engaging non-County contractors, operators, or service providers. The Master Developer shall consult with the County related to proposed operations and services to be provided at the Project site that might be provided by County such as parks and recreation spaces, libraries, and medical care clinics.

E. Local Small Business, Commercial Affordability, and Tenant Protections

Vision: The Project shall support local economic vitality by providing **affordable and accessible commercial space that enables small, local, and culturally responsive businesses and entrepreneurs** to establish and sustain a presence on the campus. The commercial mix shall prioritize services and uses supportive of the embedded campus community (including medical and healthcare, workforce, patients and families, and residents) alongside retail that serves the local community and adjacent neighborhoods. The commercial mix shall favor providers that offer culturally responsive and affordable goods and services. Project-Specific CBAs shall identify the scale, location, and operating models of these facilities.

Specific Priorities:

- **Small Business Retail Space:** The Master Developer shall guarantee a set aside of ten percent (10%) of the Project's retail space for qualifying Microbusinesses and Small Businesses (the "Small Business Retail Space"). The Master Developer will pursue an aspirational increase of the Small Business Retail Space of up to a total of eighteen percent (18%) of the total retail square footage of the Project reserved for qualifying Microbusinesses and Small Businesses, where subsidies or other financial support is identified.

- Tenant improvements for the buildout of these spaces shall be included in the development costs, be borne by the Master Developer, and meet ADA requirements. The Master Developer shall retain financial responsibility to ensure the permanent exterior and interior structures are ADA compliant.

- **Small Business Retail Space Rental Rates:**

    - The Master Developer shall work individually with lessees occupying the Small Business Retail Space to determine appropriate occupancy costs by evaluating relevant factors such as

comparable commercial rents, the tenant's business plan, projected sales, anticipated occupancy costs, operating needs, and demonstrated need for assistance, with the goal of establishing an appropriate and sustainable occupancy structure prior to lease execution.

- Using commercially reasonable efforts, the Master Developer shall explore a 60%-of-market rent structure for subsidized Small Business Retail Space lessees where the economic difference between the supported rent and the rent necessary to support the Project is funded through an identified County or other public subsidies.

- Pursuing the intention to create a diversity of small businesses and business opportunities, the Governance Committee recommends that each leased commercial space included in the Small Business Retail Space shall prioritize spaces of 2,500 square feet or less.

- The Master Developer shall comply with all applicable County commercial rent stabilization and tenant-protection policies for Microbusinesses and Small Businesses.

- **Project Small Business Program:** The Master Developer acknowledges the importance of fostering a stable and thriving ecosystem of local, small, and disadvantaged businesses within the Project. Accordingly, the Master Developer shall use commercially reasonable efforts to support such tenants through development of a Project Small Business Program. The Program shall include, as appropriate to the applicable business and opportunity, community outreach and solicitation; an application and qualification process; access to the Small Business Retail Space; technical assistance related to business planning, marketing, leasing readiness, sales and occupancy-cost analysis; evaluation of financial and non-financial support structures; and access to temporary, flexible, shared, or other entrepreneurial opportunities. The Program shall be administered flexibly to accommodate traditional storefront businesses as well as service-based, professional, digital, mobile, and other emerging business models over time. Specific benefits of the Project Small Business Program may include:

  - Evaluating appropriate **financial and/or non-financial support needs** of the applicable tenant. Such support may include, as appropriate and financially feasible, free-rent or reduced-rent stabilization periods, percentage-rent structures, gross-lease or modified-common area maintenance (CAM) structures, tenant-improvement assistance, phased occupancy costs, technical or incubator support, marketing assistance, shared resources, or other measures intended to reduce barriers to entry and support long-term business viability;

  - Making reasonable **technical-assistance** resources available to assist in the preparation of the business and financial information reasonably required for evaluation;

  - Providing access to **marketing and promotional support**, including participation in project-wide campaigns and events, tenant improvement assistance, and shared resources;

  - Facilitating **small business education resources**, technical assistance, and/or connections to third-party business support organizations;

  - Offering **good-faith lease renewal discussions** with existing tenants whose businesses are in good standing and contribute positively to the community; and

  - Where feasible, structuring **lease terms and rent adjustments in a predictable and transparent manner**, consistent with market conditions and project financial requirements. Prior to pursuing eviction of a tenant identified as a local, small, or disadvantaged business,

the Master Developer shall require a minimum 30-day eviction notice period for tenants and make **good-faith efforts to engage with such tenant** to explore reasonable alternatives, which may include payment plans, lease restructuring, or other mutually agreeable solutions, with the intent of maintaining tenancy where practical and leaving eviction as a last resort. Nothing herein shall be construed to:

- Impose rent control or stabilization requirements; or
- Limit the Master Developer's ability to enforce lease terms or operate the Project in a financially responsible manner.

- **Economic Opportunity:** In addition to the Small Business Retail Space, the Master Developer shall use commercially reasonable efforts to create opportunities for local entrepreneurs, Microbusinesses, and Small Businesses through temporary, flexible, and/or shared commercial opportunities within appropriate portions of the Project site, which may include kiosks, pop-ups, farmers' markets, night markets, vendor markets, food vending, service-based or digital business activations, and similar uses. Such opportunities shall be implemented pursuant to operating guidelines developed for the Project so that temporary and mobile uses can complement the Project's permanent businesses and support a healthy, diverse, and sustainable commercial environment.

- **Outdoor and Mobile Vending:** The Master Developer shall design and designate areas for outdoor, mobile food vendors and markets that support daytime and evening activity. Subject to the approval of the Master Developer, management of the outdoor vendor areas may be serviced and staffed by a nonprofit or other agency that coordinates the scheduling, placement, and support services for vendors. Fees charged for use of the vendor areas shall be reasonably discounted from the market rate. Preference shall be given to vendors to ensure a mix of foods, including healthier food options, and to ensure affordability of products for the community.

- **Business Incubator/Accelerator:** The Project shall **support local business incubation and entrepreneurship** through inclusion of at least one neighborhood business incubation/accelerator facility partner, operator, or tenant. The neighborhood business incubator shall provide shared workspace, tools, equipment, and resources to enable students, entrepreneurs and small businesses to start, grow and scale their projects and/or businesses. The shared workspace may include features such as co-working office space, maker's space, or startup studio/design space. Using commercially reasonable efforts and funding sources available at the time, the buildout costs of the incubator space shall be borne by the Master Developer or by a qualified partner who may operate the neighborhood business incubator. The incubator may be serviced and staffed by a nonprofit or other agency that provides support, education, and resources and oversees operations and maintenance of the facility. Fees charged for use of the neighborhood business incubator space shall be reasonably discounted from the market rate for such operations and uses in the Local Market Area.

- **Commercial Kitchen:** The Master Developer shall use commercially reasonable efforts to partner with, or find, an operator, or tenant, in order to develop and maintain a shared **commercial kitchen** space for food vendors and the local entrepreneurial community that provides prep space, cooking space, dish and equipment washing station, fat, oil, and grease disposal, food refrigeration, food cart washing station, and cart and equipment storage. This space shall be equipped for utilization as a commissary for mobile cart operations. Using commercially reasonable efforts and funding sources available at the time, the buildout costs of the commercial kitchen shall be borne by the

Master Developer or by a qualified partner, operator, or Tenant, who may operate the commercial kitchen. The commercial kitchen may be serviced and staffed by a nonprofit or other agency that provides resources and oversees operations and maintenance of the facility. Fees charged for use of the commercial kitchen shall be reasonably discounted from the market rate for such operations and uses in the Local Market Area.

- **Grocery Store:** The Master Developer shall use commercially reasonable efforts to attract and secure an affordable, culturally responsive, full-service grocery operator as a cornerstone of the Project and shall prioritize operators that accept government food-assistance benefits, including SNAP and WIC. If a preferred operator does not accept one or more applicable food-assistance benefits at the time of lease execution, the Master Developer shall use commercially reasonable efforts to negotiate an obligation for the operator to pursue and, if eligible and approved by the applicable agency, implement such benefit acceptance within a reasonable period following commencement of operations.

- **Inclusion:**

    - The Project shall comply with applicable business participation and preference programs of the County of Los Angeles, including the Community Business Enterprise (CBE) Program and related designations such as Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), Social Enterprise (SE), Women Business Enterprise (WBE), Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), LGBTQ+ Owned businesses, and other historically disadvantaged business categories.

    - To the extent such programs are applicable to the Project, the Master Developer shall meet then-current County participation goals, including those related to LSBE, DVBE, and CBE utilization. The Master Developer shall use commercially reasonable efforts to exceed then-current County participation goals by a minimum of 5% on each utilization goal.

    - The Master Developer shall further make good faith efforts to expand participation opportunities for historically disadvantaged and local businesses, taking into account availability of qualified firms, project requirements, and overall commercial feasibility. The Project will aspire to exceed applicable participation goals where practicable.

F. Community Spaces and Services

Vision: The Project shall include and financially support inclusive, low-cost, flexible community-serving spaces and services that support health programs, youth and families, and strengthen social connections across and beyond the campus. These community-serving spaces and services shall build upon existing programs and partners to deliver services and care, participate in long-term campus stewardship, and respond to campus and community needs today and into the future. The Project shall also promote safety, wellbeing, and restorative justice through community-led, non-punitive approaches that prioritize prevention, healing, and dignity over enforcement.

Specific Priorities:

- The Master Developer shall partner with The Wellness Center to identify, develop, equip, supply and maintain **dedicated spaces for community use**, such as multi-purpose community meeting rooms, youth hubs, childcare facilities, sports and recreation areas, event spaces, and creative arts and educational spaces. Depending on funding sources available at the time, the buildout and

maintenance costs of the community-serving spaces shall be borne by the Master Developer, The Wellness Center, or by a qualified partner who may operate the community-serving spaces. The community-serving spaces may be serviced and staffed by a nonprofit or other agency that provides resources and oversees operations and maintenance of the facilities. Fees charged for use of the community-serving spaces shall be reasonable, affordable, and provided on a sliding scale.

- The Project shall provide a permanent home for **The Wellness Center**, including office and clinical space that supports its core operations and partnership business model, and provides reliable access to meeting, classroom, activity, and event spaces. The Master Developer shall collaborate with, but in no case is required to fund or operate, The Wellness Center to deliver **programs and services** that provide affordable holistic health, wellness, and healing services for patients, families, residents, local community members, and workforce.

- The Master Developer shall explore opportunities to develop an **affordable or sliding-scale hotel or short-term lodging** for patients and families of patients receiving care on the campus. This short-term lodging assessment shall be presented by the Master Developer to the Governance Committee for discussion within the first five (5) years of the Project.

- The Project shall endeavor to incorporate a facility developed as an indoor **Fitness Center** to support the campus community as an essential part of an interconnected health campus and a tangible commitment to preventative healthcare and comprehensive wellness for campus workforce, residents, visitors, and neighbors. The Fitness Center shall include space for exercise equipment, group exercise classes, and locker room facilities. The Fitness Center shall be operated by a qualified partner, County agency, nonprofit, or commercial entity. The developer shall use commercially reasonable efforts to find an operator that will provide low-cost and affordable membership opportunities and inclusive access.

- The Project shall use commercially reasonable efforts to include the development or tenancy of a licensed **childcare facility,** with attention to affordability and accessibility for residents, staff, and community members

- The Master Developer shall contribute to a **community-led, community-managed fund ("Community Benefit Fund")** that supports community services, programs, and governance associated with the Project.

    - **Construction-Phase Contributions:** For each Project phase, the Master Developer shall contribute Two Hundred Thousand Dollars ($200,000) into the Community Benefit Fund no later than the issuance of the building permit for that phase.

    - **Post-Construction Phase Contributions:** The Master Developer shall work in good faith with the applicable parties to evaluate opportunities for an ongoing or recurring funding mechanism for the Community Benefit Fund in connection with future Project phases. Any such mechanism shall be subject to the financial feasibility of the applicable Project phase, identification of an appropriate funding source, and any governmental approvals required for implementation

- The **Community Benefit Fund shall fund services that provide direct community benefit**, such as programs, events, classes, trainings, and direct assistance to patients and community residents, and may from time-to-time fund equipment and supplies purchases to support initiatives related to the community services on the campus. The Community Benefit Fund may also provide financial support for community oversight and governance, as needed. The Community Benefit Fund shall

not fund construction or regular maintenance costs for community-serving spaces.

- The Community Benefit Fund shall be **overseen by the Governance Committee and managed by the nonprofit backbone organization of the Health Innovation Community Partnership**. Contributions to the Community Benefit Fund shall be tax-deductible.

G. Affordable Housing and Community Ownership

Vision: The provision of meaningful affordable housing is at the heart of the Healthy Village. The Project shall deliver robust affordable housing that maximizes the opportunity to provide long-term sustainable housing for local community members and those who work at, use, and access the campus regularly. The Master Developer shall pursue and report on the opportunity for ownership of individual units by residents. Acknowledging the large size of this redevelopment and the ongoing housing crisis, the Master Developer shall take reasonable steps to evaluate and offset potential displacement and gentrification in the surrounding communities that could potentially be generated by a project of this scale. Aligned to the vision of a Healthy Village, the Project shall pursue a housing mix that serves diverse stakeholders and populations, community needs, vulnerable populations, and the campus workforce. The Project's purpose is to meaningfully provide a full spectrum of housing opportunities, maximize affordability, in breadth and depth, to the surrounding community and campus workforce while taking into account the operating feasibility of the project that includes the costs of construction and project management.

Specific Priorities:

- **Housing Types:** The Parties acknowledge the shared goal of addressing the housing crisis through the creation of a diverse, inclusive, and healthy community that maximizes the availability of affordable housing for the community. Consistent with the Healthy Village principles for the Project, the Parties recognize that the community has expressed a desire for a range of housing, including affordable housing, attainable housing, senior housing, Transition Aged Youth (TAY) housing, permanent supportive housing, and housing for working families, that together foster long-term economic sustainability, social integration, and community wellness, and prevents the displacement of the existing community members.

- **Housing Needs Assessment:** Housing developed on the campus shall promote a vibrant campus residential community that serves the housing needs of the immediate Local Market Area as well as the campus workforce community. Affordable Housing units shall be developed that serve the housing needs of the local community with regards to unit size mix, population mix, and mix of AMI tiers. The appropriate mix shall be determined based upon a housing needs assessment or market study commissioned by the Master Developer, or designated Affordable Housing partner, prior to the development of each parcel and shall be suitable to serve households of different sizes, including families with young children and intergenerational households. The initial housing needs assessment or market study shall be completed to the satisfaction of the County and the Governance Committee within twelve (12) months of the Option Agreement being executed and no later than the initial request to release the first parcel or phase for development. The County and the Governance Committee shall have the authority to extend or modify the delivery date of the housing needs assessment upon a written and substantiated request by the Master Developer.

- **Housing Affordability Mix:** The Master Developer shall develop the Project's residential program consistent with the following minimum housing framework, measured across the Project's total residential units:

- (a) **Guaranteed Affordable Housing**: Thirty-five percent (35%) of total residential units shall be designated as income-restricted Affordable Housing with an emphasis on creating meaningful, long-term housing opportunities for households with the greatest affordability needs ("Guaranteed Affordable Housing"). These income-restricted Guaranteed Affordable Housing units shall serve households within the 0%–80% AMI range, subject to long-term affordability restrictions or covenants and the applicable requirements of the financing and regulatory programs used for such housing. For this category of housing, the Master Developer shall use commercially reasonable efforts to achieve a cumulative average affordability level of forty percent (40%) AMI or below across the applicable Project residential phases. The Master Developer and its Affordable Housing partners may pursue funding opportunities across the full 0%–80% AMI range and shall not be required to forego otherwise viable funding solely because an available funding source supports a particular AMI tier. In evaluating available funding opportunities, the Master Developer shall prioritize opportunities for deeper affordability in consideration of the cumulative forty percent (40%) average AMI target across the Project residential phases.

- (b) **Additional Income-Restricted Housing:** Twenty percent (20%) of total residential units shall be developed as Additional Income-Restricted Housing units, which will consist of Aspirational Affordable Housing units and/or Attainable Housing units depending on availability of project financing conditions to support a sustainable housing mix. This commitment shall be fulfilled by either of the categories of housing below:

    - **Aspirational Affordable Housing:** The Master Developer shall aspire to develop up to an additional twenty percent (20%) of total residential units as Affordable Housing units serving households within the 0%–80% AMI range, subject to long-term affordability restrictions or covenants and the applicable requirements of the financing and regulatory programs used for such housing.

    - **Attainable Housing:** If after commercially reasonable efforts, the Master Developer is unable to identify available funding and/or financing to achieve the full amount of Aspirational Affordable Housing described above, the Master Developer shall develop Attainable Housing units to fulfill the twenty percent (20%) commitment to Additional Income-Restricted Housing. These units are intended to remain attainable to moderate-income households, generally falling within the 80%–120% AMI range, and be responsive to the economic conditions of the surrounding community, and shall not require a covenant. The Master Developer will use private sector tools to pursue attainable rents without relying solely on traditional Affordable Housing program financing.

- (c) **Local Market Area Market-Rate Housing:** the remaining forty-five percent (45%) of total residential units may be developed as unrestricted local market-rate housing, without an affordability covenant or income restriction.

- **Housing Mix Table:** This table is included for illustrative purposes. Please refer to pages 21 through 27 for requirements regarding the Project's housing mix.

Housing Type	% of total Residential Units	Restriction	Affordability Definition	Description
1 Income-Restricted Affordable Housing	35%	Long-term affordability restriction/ covenant	Housing in: ALI (0-15% AMI) ELI (15-30% AMI) VLI (31-50% AMI) LI (51-80% AMI) **With an average AMI of 40%**	Long-term income-restricted housing with an emphasis on creating meaningful, long-term housing opportunities for households with the greatest affordability needs (Traditional Affordable Housing programs, subsidies, tax credits, vouchers, etc.)
2 Additional Income-Restricted Housing	20%			
2a Income-Restricted Affordable Housing (Aspirational)		Long-term affordability restriction/ covenant	**0-80% AMI**	The Master Developer shall use commercially reasonable efforts, as outlined on page 24 of this Framework, to evaluate and pursue affordable housing financing opportunities and Project financing conditions that support additional affordable housing
OR				
2b Attainable Housing		No affordability restriction/ covenant	Generally **80%-120% AMI**	If after commercially reasonable efforts, the Master Developer is unable to identify available funding and/or financing to achieve the full amount of Aspirational Affordable Housing described above, the Master Developer shall develop Attainable Housing units to fulfill the twenty percent (20%) commitment to Additional Income-Restricted Housing. Attainable Housing is intended to remain attainable to working and moderate-income households, generally within the 80–120% AMI range, and responsive to the economic conditions of the surrounding community. The Master Developer will use private sector tools to pursue attainable rents without relying solely on traditional Affordable Housing programs
3 Local Market-Rate Housing	45%	No affordability restriction/ covenant	Local market	Housing responsive to the local residential market and intended to contribute to a diverse and economically integrated community, providing an important economic component supporting the overall feasibility and long-term sustainability of the Healthy Village

- **Additional Affordable Housing:** Nothing in this Framework shall prohibit the Master Developer from providing additional income-restricted housing or deeper affordability where financially feasible and supported by available financing, qualified partners, and applicable governmental approvals.

- **Income-Restricted Affordable Housing:** The Project's Guaranteed Affordable Housing units and Aspirational Affordable Housing units will comply with all applicable affordability restrictions, including those imposed by financing sources and regulatory agencies, which are designed to ensure that rents remain meaningfully affordable to income-qualified households. The Guaranteed Affordable Housing units and Additional Income-Restricted Affordable Housing units shall be constructed on site and comparable in quality, size, bedroom unit mix, and amenities to the market-rate units in the Project. The Master Developer shall use commercially reasonable efforts to provide no less than 30% of the Project's Guaranteed Affordable Housing units and Additional Income-Restricted Affordable Housing units as two-or-more bedroom units.

- **Attainable Housing Reporting:** As residential phases containing Attainable Housing are developed and placed in service, the Master Developer shall evaluate and periodically report to the Governance Committee the actual rents of such units in relation to then-current AMI benchmarks and relevant residential market conditions. Such reporting may include, as appropriate and reasonably available, comparable market information for the communities surrounding Los Angeles General and shall be intended to provide transparency regarding whether Attainable Housing is advancing its stated housing objective. This reporting requirement shall not create a rent restriction, income-qualification requirement, affordability covenant, or guarantee that any particular unit will be rented at a specified AMI-derived rent.

- **Attainable Housing Needs Assessment and Application Criteria:** To ensure the housing created as part of the Project serves the needs of the campus workforce, prior to an application to develop housing on the Project site under the Option Agreement, the Master Developer shall confer with labor organizations representing County employees and other workforce representatives to prioritize housing opportunities that align with and support workforce needs. The Master Developer shall partner with the Governance Committee and their chosen screening and verification provider (which may be the Master Developer, its residential property manager, or a qualified third party) to assess the application and evaluation process for the tenant screening criteria, in accordance with applicable California fair housing laws and requirements.

- **Luxury Housing:** The Master Developer shall not develop Luxury Housing within the Project site. For clarity, conventional Market-Rate Housing shall not, solely by virtue of being unrestricted housing, constitute Luxury Housing.

- **Duty to Apply and Commercially Reasonable Efforts:** The Master Developer shall use commercially reasonable efforts to evaluate and pursue federal, state, regional, local, philanthropic, mission-driven, private financing opportunities, and internal Project revenue streams that may support the Additional Income-Restricted Affordable Housing, deeper affordability, social housing, and other housing models consistent with the Healthy Village vision. These efforts will include:

    - (a) **Mandatory Funding Applications**. The Master Developer, or designated Affordable Housing partner, shall pursue all reasonable opportunities to apply for federal, state, or local affordable housing grant, loan, or tax credit programs (such as Low-Income Housing Tax Credits or local housing trust funds) necessary to develop the Guaranteed Affordable Housing units and Additional Income-Restricted Affordable Housing units;

- (b) **Professional Consultation.** The Master Developer, or designated Affordable Housing partner, shall retain, or have on staff, a specialized affordable housing finance consultant to optimize the Project's application scoring and competitiveness; and

- (c) **Annual Reports.** The Master Developer shall provide the Governance Committee with annual updates regarding its material efforts to secure federal, state, regional, local, philanthropic, and private funding and/or identify internal Project revenue streams that may support development of additional for affordable housing, together with additional updates at material funding milestones where reasonably appropriate. Such updates shall identify, as applicable, funding programs evaluated, applications submitted, awards received, and other material funding efforts undertaken. To the extent such applications are public and reasonably available for distribution, the Master Developer shall provide copies or links to the applicable materials.

- **Affordability Covenants:** The Master Developer acknowledges the importance of ensuring long-term affordability of designated Affordable Housing units within the Project. Affordability covenants for such units shall be established and recorded in accordance with applicable financing programs, regulatory agreements, and public agency requirements, and shall run with the land for the duration required by such programs. Notwithstanding the foregoing, the Master Developer shall use commercially reasonable efforts to pursue financing structures and programmatic approaches that support the long-term preservation of Affordable Housing units within the Project, including evaluating opportunities for extended affordability periods when supported by available financing and public policy objectives and applying 99-year covenants where specific financing does not require a shorter time period.

- **Tenants' Rights:**

  - The Master Developer shall comply with all applicable federal, state, and local laws governing residential tenancies, including tenant protections and notice requirements to the extent applicable to the Project.

  - The Governance Committee shall draft a tenant bill of rights that formalizes protections for residential tenants of the Project. The tenant bill of rights shall be reviewed and, if acceptable by all parties, approved in collaboration with the County and Master Developer and be adopted within three (3) months of the first residential leases being executed.

  - The Master Developer shall support the formation of a tenants' association representing the residential tenants of the Project. The tenants' association shall be developed in collaboration with the Governance Committee and shall begin operations within three (3) months of the first residential leases being executed. The tenant's association shall be empowered to engage with the Master Developer, or designated Affordable housing partner, and its assignees in constructive dialogue to address management, maintenance, and safety concerns, ensure adherence to the tenant bill of rights, and advocate for resources or services that enhance resident safety, wellbeing, and quality of life.

  - The tenant's association shall coordinate a tenant resource center on the Project site that shall be open to community members and supported and maintained by the Master Developer or designated Affordable Housing partner.

  - Where such requirements do not conflict with requirements of specific affordability covenants, the Master Developer shall use Commercially Reasonable Efforts to follow the guidance

outlined in the Los Angeles County Rent Stabilization and Tenants Protection Ordinance (RSTPO) related to residential rate increases and eviction protections for all Affordable Housing Units. Notice of applicability of the RSTPO's rules will be included in all residential leases, as well as posted in an on-site management office and an accessible area of each residential building on the Project site.

- **Phasing:** The Master Developer shall commit to providing affordable housing at each stage of development based on the funding opportunities available at that specific time and based on project phasing and design. The Master Developer shall prioritize the delivery of affordable housing in early phases of the Project, following a proportional development plan to ensure affordable housing is built prior to or alongside market-rate housing. At no time will the percentage of Affordable Housing units be below 35% of the total number of housing units across the entire Project site. The Project Specific CBA process shall describe the number of Affordable Housing Units to be developed at each phase, the range and depths of affordability of the units, the AMI tiers served, and the mix of unit sizes.

- **Additional Affordable Housing Opportunities**: With respect to the West Campus, at or following completion of Phase 3, but in no event earlier than ten (10) years following execution of this Framework, the Master Developer and Governance Committee shall meet to review opportunities for additional Income-Restricted Affordable Housing and deeper levels of affordability within the remaining West Campus development. The review shall consider the cumulative housing program delivered or committed to date; then-current federal, state, regional, and local funding programs; subsidy availability; financing tools; market and development conditions; and other resources that may support additional and deeper affordability. The purpose of the review shall be to identify opportunities to increase affordability where financially feasible and supported by then-available funding, financing, qualified development partners, and applicable governmental approvals. The review shall not reduce, reopen, or renegotiate the minimum Affordable Housing commitments established by the Framework, nor shall it create an additional discretionary approval of an otherwise compliant Project phase. If additional and/or deeper affordability is agreed on, the percentages set will apply to Project Specific CBAs following Phase 3.

- **Local Resident Housing Access:**

    - The Master Developer acknowledges the importance of promoting housing access for local residents and individuals at risk of displacement and shares the goal of supporting community stability. The Master Developer shall adhere to all applicable federal, state and local fair housing laws as well as requirements imposed by financing sources and regulatory agencies. The Master Developer shall also follow the guidance of all applicable County policies related to housing access and local preference.

    - The Master Developer shall use commercially reasonable efforts to explore, in coordination with applicable public agencies, the opportunity to implement a legally compliant preference or outreach program to ensure awareness of affordable housing opportunities among Local Residents.

    - The Master Developer shall collaborate to provide early notification of Affordable Housing units to Local Residents in partnership with the County, HICP, and other nonprofit partners. The Master Developer shall work collaboratively to maximize notification efforts during the initial lease-up period by providing such notification and marketing materials to the Governance Committee at least eight (8) weeks prior to commencing the initial lease-up period to support

the public notification efforts. The Master Developer shall notify the Governance Committee of vacant or to be vacated units at least two (2) weeks prior to public marketing efforts for a vacant or to be vacated unit. Such notification and marketing materials shall be provided in both English and Spanish, and other languages consistent with the County's language access policies.

- **Social Housing:** The Master Developer acknowledges the interest in exploring alternative housing models that promote long-term affordability and community stewardship, including social housing and community land trust structures. The Master Developer shall use commercially reasonable efforts to evaluate opportunities to incorporate Social Housing within the Project's affordable housing program, including through engagement with qualified nonprofit, community-based, public, cooperative, or other mission-oriented housing partners, as appropriate. This social housing assessment, including potential opportunities and constraints, shall be presented to the County and the Governance Committee within the first two (2) years of the Project for discussion. Any implementation of such models shall be subject to further agreement by the parties and compliance with applicable financing, legal, and regulatory requirements.

Part 3: Glossary

Terms utilized in the Framework are defined below.

A. **Affordable Housing**: Housing that is subject to an affordability restriction or covenant that limits rents and occupancy based on household income. Affordable housing is defined by HUD and HCD as housing that requires no more than 30 percent of gross household income for total housing costs. For purposes of this Framework, affordable housing on the Project site is designated to serve households below 80% AMI levels, consistent with applicable public funding programs and regulatory requirements.

B. **Area Median Income (AMI)**: A measure used by governmental housing programs to describe household income levels for a particular geographic area, adjusted for household size. For purposes of this Framework, applicable AMI limits and income categories will be based on the then-current income limits published for Los Angeles County by the governmental agency governing the applicable housing or funding program (including HUD and/or the California Department of Housing and Community Development (HCD), as applicable). Because these limits are updated over time, the current published schedule in effect for the applicable project and program will govern. Standard AMI Income Tiers as defined by HCD at the time of the writing of this document include:

   - Acutely Low Income: 0-15% of AMI
   - Extremely Low Income: 15-30% of AMI
   - Very Low Income: 30-50% of AMI
   - Lower Income: 50-80% of AMI
   - Moderate Income: 80-120% of AMI

   Nothwithstanding the forgoing, should any of the above conflict with local, State, or Federal Law, those laws shall supersede.

C. **Attainable Housing:** For the purposes of this Framework, non-covenanted rental housing that serves households with incomes between 80-120% AMI.

D. **Commercially Reasonable Efforts**: Good-faith, active, and diligent efforts that a reasonable developer would undertake under similar circumstances to achieve a stated objective, taking into account factors such as feasibility, financing, market conditions, governmental approvals, availability of qualified partners or tenants, and the overall requirements of the project. The term requires meaningful effort; it does not guarantee an outcome that may depend on factors outside of the Master Developer's control. Where a Framework provision requires recurring commercially reasonable efforts or reporting, the applicable provision should also identify a reasonable timing, frequency, or project milestone so the parties have a shared understanding of when those efforts will be demonstrated.

E. **Healthy Village:** The Healthy Village is a regenerative development model built around a simple idea: the things people and communities need to thrive shouldn't be scattered across city miles. They should be intentionally brought together, within walking distance, and designed to reinforce one another. At the center of that system is the Historic General Hospital. Its transformation will create hundreds of homes and jobs and reimagine a deeply rooted historic landmark as a

community-serving destination. The vision includes deeply affordable and supportive housing, attainable housing for working households, local and small-business opportunity, jobs and workforce development, open space and healing landscapes, community gardens, recreation and wellness, cultural and educational programming, safe and active streets and plazas, supportive services, and the preservation and adaptive reuse of the historic General Hospital.

F. **Hospitality Services:**

- **Hospitality/Food Service Concessionaires**: Concessionaires operating hospitality services, food and beverage services within a hotel, or cafeteria, and banquet halls with food and beverage services on County-owned or managed property.

- **Hospitality Members**: Labor organization members in the hospitality industry working at hotels, restaurants, or hospitality/food service concessions operating on County-owned or managed property.

- **Hospitality Operators**: Hospitality operators include hotels, restaurants, or hospitality/food service concessionaires operating on County-owned or managed property.

G. **Living Wage Jobs:** For the purposes of this Framework, Living Wage Jobs are jobs that either (1) comply with Los Angeles County's Living Wage Ordinance (Los Angeles County Code Section 2.201.040, as amended) and provide Health Benefits to employees and their dependents consisting of no less than $1.25 per hour per employee toward health care coverage, including medical, dental, vision, mental health, and disability income, adjusted annually each July 1 by the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: Medical Care Services; or (2) Jobs covered by a collective bargaining agreement.

H. **Local Market Area**: For each project-specific market study, the relevant market area will be identified using the geography and methodology required by the applicable funding or regulatory program and the professional market study. Where a funding or regulatory program does not specify the market area that must be used for the market study, or there is no applicable funding or regulatory program, the Master Developer shall define the local market area for purposes of the market study as Boyle Heights, Lincoln Heights, El Sereno, and East Los Angeles. The Master Developer will coordinate with the County to further define how the local market area is applied, including how nearby but materially different submarkets are treated, before project-specific market analyses are relied upon to establish rents. The intent is to reflect the economic conditions of the communities surrounding the campus rather than use geographically close but materially different markets as the sole basis for rent-setting.

I. **Local Resident**: Residents living within a 2-mile radius of the Project.

J. **Luxury Housing**: Housing intentionally positioned at the highest end of the residential market through a combination of premium pricing, finishes, amenities, services, and/or exclusivity beyond what is typical for conventional market-rate housing in the surrounding market. Market-rate housing by itself is not considered luxury housing. This project will not include any luxury housing.

K. **Market-Rate Housing**: Housing that is not subject to a government-imposed or recorded affordability restriction establishing maximum rents or tenant income limits. Market Rate Housing is guided by economic conditions in a specific geographic area. For the purposes of this Framework, market-rate housing rents will be informed by the Local Market Area.

L. **Microbusiness**: A privately owned corporation, cooperative, non-profit, social enterprise, sole proprietorship, or other corporate entity that at the time of executing a lease for Retail/Commerce Space that (1) has no more than twenty-five (25) employees/shareholders; (2) is not franchised or affiliated with a large-scale, national-credit, corporate chain; (3) intends to serve the local neighborhood by employing Local Residents or providing culturally appropriate and/or needed goods or services for a mixed income community; and (4) has average annual gross receipts of five million dollars ($5,000,000) or less over the previous three years.

M. **Permanent Jobs**: Ongoing, non-seasonal positions expected to be necessary for the life of the Project, excluding construction, start-up, and temporary staffing phases.

N. **Permanent Supportive Housing (PSH)**: Long-term affordable housing paired with voluntary supportive services designed to assist households with at least one member (adult or child) with a qualifying disability. Unlike temporary or transitional housing, PSH intends to provide a permanent home.

O. **Project-Specific CBA**: A document prepared for an individual phase or project that demonstrates how that project will implement and comply with the commitments established in the Framework. The project-specific CBA is intended to apply the agreed Framework to a specific project—not reopen or renegotiate the underlying Framework, modify the minimum commitments established herein, or create an additional discretionary approval of an otherwise compliant Project phase.

P. **Project Small Business Program**: Master Developer's framework for identifying, supporting, and creating access for local entrepreneurs, microbusinesses, and small businesses across the Project site. The program is intended to be flexible enough to support storefront businesses as well as service-based, professional, digital, mobile, temporary, and other emerging business models that may evolve over the life of the project. Program elements are anticipated to include community outreach and public solicitation of opportunities; an application and qualification process; access to leases in the Small Business Retail Space; technical assistance with business planning, marketing, leasing readiness, and related needs; evaluation of tailored financial and non-financial support structures; and opportunities for kiosks, pop-ups, markets, and other flexible formats where appropriate. Specific eligibility criteria, procedures, and operating guidelines will be further developed as leasing and campus operations are refined.

Q. **Senior Housing**: Housing designed for older adults and meeting the applicable age, affordability, accessibility, programmatic, and/or funding requirements associated with the particular project.

R. **Small Businesses:** a privately owned corporation, cooperative, non-profit, social enterprise, sole proprietorship, or other corporate entity that at the time of executing a lease for Retail/Commerce Space that (1) has no more than one hundred (100) employees/shareholders; (2) is not franchised or affiliated with a large-scale, national-credit, corporate chain; (3) intends to serve the local neighborhood by employing Local Residents or providing culturally appropriate and/or needed goods or services for a mixed income community; and (4) has average annual gross receipts of fifteen million dollars ($15,000,000) or less over the previous three years.

S. **Small Business Retail Space:** Set-aside portion of the total retail space on the Project site for qualifying Microbusinesses and Small Businesses.

T. **Social Housing**: For purposes of this Framework, a form of housing that prioritizes long-term and permanent affordability, deep affordability, demodification, tenant security, and community control. Social Housing may incorporate nonprofit, public, community-based, cooperative, or other

mission-oriented ownership or governance structures. Because "social housing" can describe several different models, the specific structure would need to be developed with qualified partners and evaluated in connection with applicable financing, County requirements, and the needs of the project.

U. **Targeted Worker:** Targeted Workers are Los Angeles County residents who face career-limiting circumstances as defined in Los Angeles County's Local and Targeted Worker Hiring Policy (Board Policy 5.270). This Framework also recognizes individuals identifying as transgender as Targeted Workers.

V. **Transitional Age Youth (TAY) Housing**: Housing designed to serve young people between the ages of 16 to 26 transitioning into adulthood, particularly young people who may be exiting foster care, experiencing homelessness, or otherwise need housing and supportive services.

Agreed to and accepted by:



10/05/26

Leandro Tyberg, President/Co-Founder, Primestor as Authorized Agent — Date
On behalf of
Centennial Partners



10/6/26

Rosa Soto, Executive Director, Los Angeles General Medical Center Foundation, Inc. — Date
On behalf of
Health Innovation Community Partnership