



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Chief Executive Officer

DATE: May 26, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC
WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.**

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
COUNTYWIDE CLASSIFICATION ACTIONS
CEO/CLASSIFICATION – Ann Havens, Acting Senior Manager;
Irish Wong, Principal Analyst; and
Kerry Silverstrom, Chief Deputy Director, Beaches and Harbors
 - B) Board Letter:
COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE
FISCAL YEAR 2021-2022 RECOMMENDED BUDGET AND OTHER
CLASSIFICATION ACTIONS
CEO/CLASSIFICATION – Irish Wong, Principal Analyst

CONTINUED ON PAGE 2

C) Board Letter:

AUTHORIZATION TO EXECUTE A SOLE SOURCE AGREEMENT
WITH THE WORKER EDUCATION AND RESOURCE CENTER TO
PROVIDE THE HIGH ROAD TRAINING PARTNERSHIP AND CAREER
PATHWAYS PROGRAM

CEO/Economic Development and Affordable Housing – Julia Orozco,
Manager; Allison Clark, Senior Manager; and Danny Kelleher, Principal
Analyst

D) Board Letter:

APPROVAL OF A SOLE SOURCE OPERATING LEASE WITH THE
PERFORMING ARTS CENTER OF LOS ANGELES COUNTY FOR THE
OPERATION, MAINTENANCE, AND PROGRAMMING OF GRAND
PARK

CEO/OPERATIONS/GRAND PARK– Anthony Baker, CEO Manager; and
Linh Mok, CEO Analyst

E) Board Letter:

REQUEST FOR TEMPORARY TRANSFERS FROM AVAILABLE
FUNDS TO MEET FINANCIAL OBLIGATIONS

AUDITOR/CONTROLLER– Connie Yee, Assistant Auditor-Controller

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**

(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

LACDA – APPROVAL OF CONTRACT FOR INTERNET-BASED HOUSING
DATABASE WEBSITE SERVICES

CEO/CP/DPW – CONSTRUCTION RELATED-CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA RANCHO LOS
AMIGOS SOUTH CAMPUS COUNTY OFFICE BUILDING PROJECT AWARD
DESIGN-BUILD CONTRACT

CONTINUED ON PAGE 3

CEO/RE – SEVEN-YEAR LEASE AGREEMENT OF DEPARTMENT OF CHILDREN AND FAMILY SERVICES FOR CONTINUED USE OF OFFICE AND PARKING SPACE AT 2525 CORPORATE PLACE, SUITE 150, MONTEREY PARK

CEO/RISK MANAGEMENT – AUTHORIZATION TO EXECUTE SOLE SOURCE CONTRACT FOR AUTOMOBILE AND GENERAL LIABILITY CLAIMS ADMINISTRATION AND LEGAL DEFENSE MANAGEMENT SERVICES WITH CARL WARREN AND COMPANY

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	5/26/2021	
BOARD MEETING	6/8/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$45,000 (all funds) \$20,000 (NCC)	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist)	<p>1. Add one (1) unclassified classification: Communications Manager (UC) (1604) (R13) \$11,303.54 - \$17,579.29 (Control Point \$14,596.84) This classification is being established to manage and direct the planning, development, evaluation, implementation, and administration of comprehensive and strategic public information and engagement programs for medium or large County departments. This is the unclassified version of the Communications Manager (1610) classification recently established in Phase I of the Countywide public information occupational study. This unclassified option will provide departments with the flexibility to establish different reporting structures.</p> <p>2. Add three (3) new classifications: WATER Program Lifeguard (2938) 88J NW (\$4,644.91 - \$6,092.27) WATER Program Specialist, Lifeguard (2939) 95K NWO (\$5,629.55 - \$7,586.91) WATER Program Aquatics Manager (2940) 101J NWO (\$6,608.45 - \$8,905.55) On February 23, 2021, the Board approved a substitute motion by Supervisors Sheila Kuehl and Janice Hahn, with an amendment from Supervisor Hilda L. Solis, for the Chief Executive Office to allocate new Water Awareness, Training, Education and Recreation (WATER) Program positions. In support of this motion, we are recommending the establishment of the subject 3 new classifications. Developed in conjunction with DBH, these classes will support the Russell Walker WATER Program and its anticipated expansion, which will include additional days for the Board Offices' "District Days."</p> <p>3. Reclassification of 9 positions in the Departments of Board of Supervisors, Internal Services, Mental Health, Parks and Recreation, Public Defender, and Registrar-Recorder/County Clerk.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Irish Wong, Principal Analyst, (213) 893-7818, iwong@ceo.lacounty.gov Ann Havens, Acting Senior Manager, (213) 974-9960, ahavens@ceo.lacounty.gov Kerry Silverstrom, Chief Deputy Director, B&H, (424) 526-7772, ksilverstrom@bh.lacounty.gov	



**CEO June 8, 2021
General Reclass
Board Letter Summary**

CEO Classification Contact Information:

Irish Wong, Principal Analyst, (213) 893-7818, iwong@ceo.lacounty.gov

Ann Havens, Acting Senior Manager, (213) 974-9960, ahavens@ceo.lacounty.gov

Kerry Silverstrom, Chief Deputy Director, B&H, (424) 526-7772, ksilverstrom@bh.lacounty.gov

This Board Letter includes:

1. Add one (1) unclassified classification:

- Communications Manager (UC) (1604)

(R13) \$11,303.54 - \$17,579.29 (Control Point \$14,596.84)

This classification is being established to manage and direct the planning, development, evaluation, implementation, and administration of comprehensive and strategic public information and engagement programs for medium or large County departments. This is the unclassified version of the Communications Manager (1610) classification recently established in Phase I of the Countywide public information occupational study. This unclassified option will provide departments with the flexibility to establish different reporting structures.

2. Add three (3) new classifications:

- WATER Program Lifeguard (2938) 88J NW (\$4,644.91 - \$6,092.27)
- WATER Program Specialist, Lifeguard (2939) 95K NWO (\$5,629.55 - \$7,586.91)
- WATER Program Aquatics Manager (2940) 101J NWO (\$6,608.45 - \$8,905.55)

On February 23, 2021, the Board approved a substitute motion by Supervisors Sheila Kuehl and Janice Hahn, with an amendment from Supervisor Hilda L. Solis, for the Chief Executive Office to allocate new Water Awareness, Training, Education and Recreation (WATER) Program positions. In support of this motion, we are recommending the establishment of the subject 3 new classifications. Developed in conjunction with DBH, these classes will support the Russell Walker WATER Program and its anticipated expansion, which will include additional days for the Board Offices' "District Days."

3. Reclassification of 9 positions in the Departments of Board of Supervisors, Internal Services, Mental Health, Parks and Recreation, Public Defender, and Registrar-Recorder/County Clerk.

N:\CLASSIFICATION\ABCD - BOARD LETTERS - WORKING FILE\BOARD LETTER - RECLASS 5-18-21\05.18.21 GENERAL RECLASS BL SUMMARY.DOCX



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

June 8, 2021

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION ACTIONS (ALL DISTRICTS - 3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of classes of positions and the departmental staffing provisions by adding one (1) unclassified classification and three (3) classifications; and by reclassifying positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add one (1) unclassified classification; to add three (3) new classifications in the Department of Beaches and Harbors (DBH); and to reclassify nine (9) positions in the Departments of Board of Supervisors, Internal Services, Mental Health, Parks and Recreation, Public Defender, and Registrar-Recorder/County Clerk.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board of Supervisors (Board) has requested submission of classification letters on a periodic basis throughout the year to implement recommended actions in a timely manner. Approval will provide the ordinance authority for County departments to implement the classification and compensation changes in this letter.

These recommendations will ensure the proper classification and compensation of positions based upon the duties and responsibilities assigned to these jobs and as performed by the incumbents (Attachments A and B). This is a primary goal of the County's classification and compensation system.

These actions are recommended based upon generally accepted professional principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper classification and compensation of positions facilitates efficient business operations and can reduce the number of costly personnel-related problems.

New Unclassified Classification

We are recommending the Communications Manager (UC) (Item No. 1604) (Attachment A) classification be established to manage and direct the planning, development, evaluation, implementation, and administration of comprehensive and strategic public information and engagement programs for medium or large County departments. This is the unclassified version of the Communications Manager (Item No. 1610) classification recently established in Phase I of the Countywide public information occupational study. This unclassified option will provide departments with the flexibility to establish different reporting structures.

New Classifications

On February 23, 2021, the Board approved a substitute motion by Supervisors Sheila Kuehl and Janice Hahn, with an amendment from Supervisor Hilda L. Solis, for the Chief Executive Office to allocate new Water Awareness, Training, Education and Recreation (WATER) Program positions. In support of this motion, we are recommending the establishment of three (3) new lifeguard classifications (Attachment A): WATER Program Lifeguard (Item No. 2938), WATER Program Specialist, Lifeguard (Item No. 2939), and WATER Program Aquatics Manager (Item No. 2940). Developed in conjunction with DBH, these classes will support the Russell Walker WATER Program and its anticipated expansion, which will include additional days for the Board Offices' "District Days."

Reclassifications

There are nine (9) positions in six (6) departments being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. The positions would be appropriately classified in the recommended classes.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The projected budgeted annual cost resulting from these recommended actions is estimated to total \$45,000 (all funds). Net County cost is estimated to be \$20,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Charter authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code, has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these classification recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC:AYH
IW:KP:mmg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	1604	Communications Manager (UC)	N23	R13

CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	2940	WATER Program Aquatics Manager	NWO	101J
Horizons/ Choices	2938	WATER Program Lifeguard	NW	88J
Horizons/ Choices	2939	WATER Program Specialist, Lifeguard	NWO	95K

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

BOARD OF SUPERVISORS

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Secretary, Commission Services Item No. 2159A NMO 96F Non-Represented	1	Head Board Specialist Item No. 1108A N36MO 95A Non-Represented

The subject position is located in the Employee Relations Commission of the Executive Office, Board of Supervisors and reports to the Executive Director, Employee Relations Commission (UC). Duties include coordinating hearings for unfair practice charges, mediations, and meetings of the Executive Director and other internal and external entities; researching, analyzing, and summarizing data on matters of concern to the commission; maintaining office and Commission's files and records of a confidential and sensitive nature; serving as liaison with Commissioners, other County departments, and external entities to coordinate activities and disseminate information regarding Commission activities and policies; conducting orientations and trainings on the operations of the Commission for new appointees; and acting on behalf of the Executive Director in his/her absence.

Based on the duties and responsibilities of the subject position, the work performed is consistent with the classification of Head Board Specialist. Positions allocable to this class perform highly-responsible staff support services in the Executive Office of the Board of Supervisors and various County commissions. Therefore, we recommend upward reclassification to Head Board Specialist.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

INTERNAL SERVICES DEPARTMENT (ISD)

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Account Clerk II Item No. 0578A NMVO 75G Represented	1	Senior Typist-Clerk Item No. 2216A NMVO 76G Represented
1	Administrative Services Manager II Item No. 1003A NMO 104L Non-Represented	1	Head Departmental Civil Service Representative Item No. 1882A NMO 109L Non-Represented
1	Senior Information Technology Specialist, ISD Item No. 2572A NMO 123E Non-Represented	1	Administrative Manager XIII, ISD Item No. 1082A N23 S13 Non-Represented

The subject Account Clerk II position is located in the Personnel Operations and Payroll Section of the Human Resources Division, where it is responsible for highly-specialized clerical duties. The subject position is responsible for maintaining electronic and physical personnel folders, issuing employee identification badges, monitoring overtime reports, following up on requests from customers, and assisting with special projects. Based on the duties and responsibilities of the subject position, the work performed is consistent with the classification of Senior Typist-Clerk. Positions allocated to this class perform highly-specialized clerical duties requiring a highly-specialized knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction. Therefore, we recommend upward reclassification to Senior Typist-Clerk.

The subject Administrative Services Manager II position is located in the Performance Management/Employee Relations Section of the Human Resources Division, where it is responsible for supervising staff serving as departmental advocates before the Civil Service Commission. The subject position trains and advises staff on how to prepare cases and how to represent the department at civil service and arbitration hearings. Based on the duties and responsibilities of the subject position, the work performed is consistent with the classification of Head Departmental Civil Service Representative. Positions allocated to this class are responsible for providing full administrative and technical supervision over a staff of departmental representatives who prepare and

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

INTERNAL SERVICES DEPARTMENT (ISD) (Continued)

present cases involving all departmental actions which may be appealed to the Civil Service Commission. Therefore, we recommend upward reclassification to Head Departmental Civil Service Representative.

The subject Senior Information Technology Specialist, ISD position is located in the Administration Section of the Cyber Operations Division, where it is responsible for managing all aspects of cybersecurity operations including overseeing the implementation, installation, configuration, operation, and maintenance of security-related appliances, systems hardware, and software that provide enterprise security services. Based on the duties and responsibilities of the subject position, the work performed is consistent with the classification of Administrative Manager XIII, ISD. Positions allocated to this class manage a division within a service of the Internal Services Department with responsibility for planning, organizing, business development, and directing its services and products. Therefore, we recommend downward reclassification to Administrative Manager XIII, ISD.

MENTAL HEALTH

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Psychiatric Technician II Item No. 8162A NMO 81J Represented	1	Medical Case Worker II Item No. 9002A NMO 87J Represented

The subject Psychiatric Technician II position is assigned to the Antelope Valley Mental Health Clinic and reports to a Mental Health Clinical Supervisor. The subject position functions as a member of a multidisciplinary team tasked with providing services to clients in hospitals, clinics, rehabilitation, residential, or health care facilities. Specifically, the subject position serves as a health navigator tasked with evaluating clients' needs and their ability to access and navigate medical, dental, substance use, mental health, and other supportive services. The duties and responsibilities of the subject position meet the classification criteria for the Medical Case Worker II, a class that is responsible for providing case management and supportive services to clients. Therefore, we recommend upward reclassification to Medical Case Worker II.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

PARKS AND RECREATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Geographic Information Systems Analyst Item No. 4413A NO 102L Represented	1	Senior Geographic Information Systems Analyst Item No. 4414A NO 107K Represented
1	Recreation Services Supervisor Item No. 8798N NMO 86G Represented	1	Recreation Services Manager Item No. 8800N NMO 90J Represented

The subject Geographic Information Systems Analyst position reports to a Departmental Facilities Planner II. The subject position is responsible for independently performing spatial analysis, developing tools, and training departmental staff in the usage of Geographic Information Systems (GIS). Duties include creation and management of GIS data, tools, and visualization products such as web-based tools and maps. Based on the duties and responsibilities of the subject position, the work performed meets the allocation criteria for the classification of Senior GIS Analyst. Positions allocable to this senior level professional class are assigned in a departmental GIS section and independently perform duties of considerable difficulty focused on data analysis and visualization, database maintenance, cartography, or application development. Therefore, we recommend upward reclassification to Senior Geographic Information Systems Analyst.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

PARKS AND RECREATION (Continued)

The subject Recreation Services Supervisor position oversees all recreational activity at the new Earvin "Magic" Johnson (EMJ) Community Regional Park. Due to expanded programming and the transfer of additional positions to operate EMJ Community Regional Park, the subject position has increased responsibilities for coordinating with various external agencies. Duties include creative/interpretive/educational programming as well as managing event rentals, building, landscape, maintenance, and community relations. The duties and responsibilities meet the allocation criteria for Recreation Services Manager, a class responsible for supervising recreation programs or operations within an assigned geographical district for the development and administration of recreation and park programs including cultural, educational, athletic and holiday special events. Therefore, we recommend upward reclassification to Recreation Services Manager.

PUBLIC DEFENDER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Intermediate Typist-Clerk Item No. 2214A NMVO 72B Represented	1	Accounting Technician I Item No. 0642A NMO 78J Represented

The subject position is assigned to the Finance Management Division reporting to an Administrative Services Manager I. The subject position is responsible for compiling expenditures, preparing reports, and organizing supporting documentation for audits; reviewing, preparing, and reconciling accounts; coordinating with other County departments on billings; preparing transfer schedules for contractor payments and coordinating fund transfers to revenue accounts; preparing, maintaining, and reconciling journal vouchers and eCAPs; reviewing departmental accounting practices and recommending modifications for improvement, if necessary; serving as the departmental Internal Control Certification Program (ICCP) coordinator; and acting as the departmental liaison to the Office of the Auditor-Controller and other County departments regarding accounting matters, including but not limited to, accounts payable and receivable, and procurement.

The duties and responsibilities of the subject position meet the classification concept for Accounting Technician I. Under general supervision, the Accounting Technician I is responsible for performing paraprofessional accounting work in preparing, processing, reconciling, and maintaining fiscal records requiring a substantive knowledge of County and general accounting procedures. Therefore, we recommend upward reclassification to Accounting Technician I.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

REGISTRAR-RECORDER/COUNTY CLERK

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Information Systems Analyst Item No. 2593A NMO 108B Non-Represented	1	Information Technology Technical Support Supervisor Item No. 2548A NMO 104C Non-Represented

The subject position is located within the Information Technology Bureau, Technical Support and Services Division, Technical Support Section, and reports directly to an Information Technology Manager II. The subject position functions as the supervisor of the Technical Support Section, which consists of the Help Desk Unit and the Call Center Unit, where it supervises, plans, assigns, and reviews the work of the Technical Support Team (10 budgeted positions). Primary responsibilities include planning, coordinating, and implementing various technical projects for installation such as section remodels; computer, laptop, and printer upgrades; and Joint Enterprise Development Infrastructure upgrades and patches. Finally, the subject position provides technical leadership and expertise to the Information Technology (IT) project managers implementing the Voting Solutions for All People (VSAP) technical support solutions as well as with daily IT operations.

The duties and responsibilities of the subject position meet the classification criteria for the Information Technology Technical Support Supervisor. Positions allocated to this class typically function as first-line supervisors and provide direction to staff responsible for performing a variety of difficult IT technical support services to IT users and assists them in making effective use of computer hardware, standard and specialized software, peripheral equipment, devices, and other technology tools to meet County operating and business requirements. In addition, the subject position also provides advanced complex problem analysis and resolution of hardware, software and network problems and issues. Therefore, we recommend downward reclassification to Information Technology Technical Support Supervisor.

ANALYSIS

This ordinance amends Title 6 - Salaries of the Los Angeles County Code by:

- Adding and establishing the salary for one unclassified classification and three employee classifications; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Board of Supervisors, Internal Services, Mental Health, Parks and Recreation, Public Defender, and Registrar-Recorder/County Clerk.

RODRIGO CASTRO-SILVA
County Counsel

By:
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 - Salaries of the Los Angeles County Code to add and establish the salaries for one unclassified classification and three employee classifications; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>1604</u>	<u>COMMUNICATIONS MANAGER(UC)</u>	<u> </u> *	<u>N23</u>	<u>R13</u>
<u>2940</u>	<u>WATER PROGRAM AQUATICS MANAGER</u>	<u> </u> *	<u>NWO</u>	<u>101J</u>
<u>2938</u>	<u>WATER PROGRAM LIFEGUARD</u>	<u> </u> *	<u>NW</u>	<u>88J</u>
<u>2939</u>	<u>WATER PROGRAM SPECIALIST, LIFEGUARD</u>	<u> </u> *	<u>NWO</u>	<u>95K</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classifications added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1108A	30 <u>31</u>	HEAD BOARD SPECIALIST
2159A	4 <u>3</u>	SECRETARY, COMMISSION SERVICES

SECTION 3. Section 6.81.010 (Internal Services Department) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1882A</u>	<u>1</u>	<u>HEAD DEPARTMENTAL CIVIL SERVICE REP</u>

SECTION 4. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	42 <u>11</u>	ACCOUNT CLERK II
1082A	27 <u>28</u>	ADMINISTRATIVE MANAGER XIII, ISD
1003A	37 <u>36</u>	ADMINISTRATIVE SERVICES MANAGER II
2572A	24 <u>20</u>	SR INFO TECHNOLOGY SPECIALIST, ISD
2216A	45 <u>46</u>	SENIOR TYPIST-CLERK

SECTION 5. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9002A	297 <u>298</u>	MEDICAL CASE WORKER II
8162A	49 <u>48</u>	PSYCHIATRIC TECHNICIAN II

SECTION 6. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4413A	4	GEOGRAPHIC INFO SYSTEMS ANALYST

SECTION 7. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4414A</u>	<u>1</u>	<u>SENIOR GEOGRAPHIC INFO SYST ANALYST</u>

SECTION 8. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8800N	4 <u>2</u>	RECREATION SERVICES MANAGER
8798N	5 <u>4</u>	RECREATION SERVICES SUPERVISOR

SECTION 9. Section 6.104.010 (Public Defender) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0642A</u>	<u>1</u>	<u>ACCOUNTING TECHNICIAN I</u>

SECTION 10. Section 6.104.010 (Public Defender) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	48 <u>17</u>	INTERMEDIATE TYPIST-CLERK

SECTION 11. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2548A</u>	<u>1</u>	IT TECHNICAL SUPPORT SUPERVISOR

SECTION 12. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2593A	-4 <u>3</u>	SENIOR INFORMATION SYSTEMS ANALYST

SECTION 13. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[TITLE6GENRECLASSKPCEO]

DRAFT

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	5/26/2021	
BOARD MEETING	6/8/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2021-2022 RECOMMENDED BUDGET AND OTHER CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Included in the FY 2021-2022 Recommended Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	IMPLEMENT THE FISCAL YEAR 2021-2022 RECOMMENDED BUDGET AND OTHER CLASSIFICATION ACTIONS	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> • Implementation of Recommended Budget allocations which were approved in-concept by the Board on April 20, 2021 • Deletion of two (2) represented classifications: <ol style="list-style-type: none"> 1. Cemetery Caretaker (0322) 2. Supervising Renal Dialysis Equipment Technician (5577) 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Irish Wong, Principal Analyst, (213) 893-7818, iwong@ceo.lacounty.gov	



**CEO JUNE 8, 2021
FISCAL YEAR 2021-2022
RECOMMENDED BUDGET LETTER
SUMMARY**

Contact Information

CEO Classification:

Irish Wong, Principal Analyst, (213) 893-7818, iwong@ceo.lacounty.gov

This Board Letter includes:

- Implementation of Recommended Budget allocations which were approved in-concept by the Board on April 20, 2021
- Deletion of two (2) represented classifications:
 1. Cemetery Caretaker (0322)
 2. Supervising Renal Dialysis Equipment Technician (5577)



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
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Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

June 8, 2021

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2021-2022 RECOMMENDED BUDGET AND OTHER CLASSIFICATION ACTIONS (ALL SUPERVISORIAL DISTRICTS - 3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions related to the approval of the Fiscal Year (FY) 2021-2022 Recommended Budget, as well as provide technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. This letter and accompanying ordinance will also update the departmental staffing provisions by deleting two (2) represented classifications.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2021-2022 Recommended Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.
2. Approve in the Classification Plan the deletion of two (2) vacant represented classifications. This action has been approved by the Employee Relations Commission (ERCOM).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following summarizes the purpose/justification of the recommended actions:

FY 2021-2022 Recommended Budget

The subject budget phase was approved, in concept, by the Board on April 20, 2021. Since that time, we have been working to gather and analyze the required information to determine and allocate the appropriate classification and level of new positions. This letter implements these specific changes to the departmental staffing provisions.

The Board's approval of the attached ordinance will fulfill the Charter requirement to provide for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2021-2022 Recommended Budget, delete positions which are obsolete, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

Routine Adjustments and Corrections

Routine adjustments and corrections are being made to the ordinance to provide for staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as reorganizations and mid-year allocations.

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of two (2) vacant represented classifications (Attachment A). The represented classifications have been approved for deletion by ERCOM. The affected department has been informed and concurs with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2021-2022 Recommended Budget. There is no cost associated with any other actions in this ordinance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is "to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County." The County Charter also authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2021-2022 Recommended Budget and other classification actions.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC:AYH
IW:KP:mmg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
0322	Cemetery Caretaker
5577	Supervising Renal Dialysis Equipment Technician

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Adding, deleting, and/or changing certain employee classifications and numbers of ordinance positions in the departments of Agricultural Commissioner/Weights and Measures, Alternate Public Defender, Arts and Culture, Assessor, Board of Supervisors, Chief Executive Officer, Consumer and Business Affairs, Fire, Health Services, LA County Library, Medical Examiner-Coroner, Mental Health, Museum of Art, Parks and Recreation, Probation, Public Health, Public Social Services, Public Works, Registrar-Recorder/County Clerk, and Sheriff.

RODRIGO CASTRO-SILVA
County Counsel

By:
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code as a result of the budget process for FY 2021-2022, to add, delete, and/or change certain employee classifications and number of ordinance positions in various departments.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6022A</u>	<u>1</u>	<u>LIGHT VEHICLE DRIVER</u>

SECTION 2. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0044B	2 <u>1</u>	PEST CONTROL WORKER

SECTION 3. Section 6.33.010 (Alternate Public Defender) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2901N	4	INVESTIGATOR II, PD

SECTION 4. Section 6.33.010 (Alternate Public Defender) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9256N	40 <u>6</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III

SECTION 5. Section 6.36.010 (Department of Arts and Culture) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	4	INTERMEDIATE TYPIST-CLERK

SECTION 6. Section 6.36.010 (Department of Arts and Culture) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0904A</u>	<u>1</u>	<u>MANAGEMENT ASSISTANT</u>

SECTION 7. Section 6.38.010 (Assessor) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1958A	45 <u>25</u>	APPRAISER'S ASSISTANT

SECTION 8. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1040A</u>	<u>1</u>	<u>EXECUTIVE DIRECTOR,YOUTH COMMISSION(UC)</u>
<u>9454</u>	<u>9</u>	<u>MEMBER,YOUTH COMMISSION</u>

SECTION 9. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1120A	3 <u>2</u>	EXECUTIVE ASSISTANT
9414	27 <u>18</u>	MEMBER CIVILIAN OVERSIGHT COMMISSIONER

SECTION 10. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0827A	49 <u>20</u>	ANALYST,CEO
0830A	404 <u>106</u>	PRINCIPAL ANALYST,CEO
0829A	68 <u>70</u>	SENIOR ANALYST,CEO
2102A	44 <u>13</u>	SENIOR SECRETARY III
0850A	5 <u>7</u>	SPECIAL SERVICES ASSISTANT I

SECTION 11. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>48870</u>	<u>2</u>	<u>FORENSIC TECHNICIAN I</u>

SECTION 12. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5476A	48 <u>20</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)

SECTION 13. Section 6.60.010 (Department of Consumer and Business Affairs) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1004A	4 <u>2</u>	ADMINISTRATIVE SERVICES MANAGER III
1664N	47 <u>16</u>	CONSUMER & BUSINESS AFFAIRS REP III

SECTION 14. Section 6.76.011 (Fire Department – Administrative) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>3531A</u>	<u>1</u>	<u>TELECOMMUNICATIONS SYS CONSULT ENGR</u>

SECTION 15. Section 6.76.014 (Fire Department – Operations) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0196M	36	FIRE SUPPRESSION AID

SECTION 16. Section 6.76.016 (Fire Department – Special Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
3531A	4	TELECOMMUNICATIONS SYS CONSULT ENGR

SECTION 17. Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5707N	264 <u>317</u>	HEALTH FACILITIES EVALUATOR,NURSING
2593N	8 <u>9</u>	SENIOR INFORMATION SYSTEMS ANALYST
2551N	4 <u>3</u>	SENIOR OPERATING SYSTEMS ANALYST
2216N	98 <u>114</u>	SENIOR TYPIST-CLERK
5709N	25 <u>33</u>	SUPVG HLTH FACILITIES EVALUATOR,NSG

SECTION 18. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4572A</u>	<u>1</u>	<u>CHIEF COMMUNICATIONS OFFICER,HS(UC)</u>
<u>1417A</u>	<u>1</u>	<u>HEALTH INFORMATION TECHNICIAN</u>

SECTION 19. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0643A	15 <u>14</u>	ACCOUNTING TECHNICIAN II
0887A	2 <u>1</u>	ADMINISTRATIVE ASSISTANT I
5068A	14 <u>13</u>	AMBULANCE DISPATCHER
5065A	25 <u>24</u>	AMBULANCE DRIVER
2565A	5 <u>7</u>	INFORMATION TECHNOLOGY MANAGER I
2574A	4 <u>5</u>	INFORMATION TECHNOLOGY MANAGER III
2546A	17 <u>20</u>	IT TECHNICAL SUPPORT ANALYST II
1138A	33 <u>32</u>	INTERMEDIATE CLERK
2214A	64 <u>63</u>	INTERMEDIATE TYPIST-CLERK
2214N	5 <u>4</u>	INTERMEDIATE TYPIST-CLERK
1848A	59 <u>62</u>	MANAGEMENT ANALYST
5296A	6 <u>7</u>	NURSING DIRECTOR,ADMINISTRATION

9188A	5	<u>4</u>	PAT FIN SVCS CONT WKR(NON MEGAFLEX)
2526A	6	<u>7</u>	PRINCIPAL APPLICATION DEVELOPER
2594A	30	<u>33</u>	PRINCIPAL INFO SYSTEMS ANALYST
4629A	16	<u>17</u>	PROGRAM IMPLEMENTATION MANAGER,HS
0666A	13	<u>15</u>	SENIOR ACCOUNTING SYSTEMS TECH
2525A	14	<u>16</u>	SENIOR APPLICATION DEVELOPER
1140A	32	<u>30</u>	SENIOR CLERK
8105A	18	<u>17</u>	SENIOR COMMUNITY WORKER
0722A	3	<u>4</u>	SENIOR HEALTH SERVS FISCAL ANALYST
2593A	75	<u>86</u>	SENIOR INFORMATION SYSTEMS ANALYST
5216A	23	<u>24</u>	SENIOR NURSING INSTRUCTOR
4594A	51	<u>52</u>	SENIOR STAFF ANALYST,HEALTH
4593A	176	<u>178</u>	STAFF ANALYST,HEALTH
0907A	24	<u>21</u>	STAFF ASSISTANT I
0913A	4	<u>2</u>	STAFF ASSISTANT II
1861A	4	<u>4</u>	STAFF DEVELOPMENT SPECIALIST
1861N	5	<u>2</u>	STAFF DEVELOPMENT SPECIALIST

SECTION 20. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8381A	4	MEDICAL LIBRARIAN I

SECTION 21. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5083A	37 <u>36</u>	CENTRAL SERVICES TECHNICIAN II
5092A	72 <u>71</u>	CERTIFIED MEDICAL ASSISTANT
5090A	158 <u>166</u>	CLINIC LICENSED VOCATIONAL NURSE I
9014A	2 <u>4</u>	CLINICAL SOCIAL WORK SUPERVISOR I
7072A	4 <u>3</u>	DARKROOM ATTENDANT
5794A	22 <u>26</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
1417A	15 <u>16</u>	HEALTH INFORMATION TECHNICIAN
1138A	234 <u>229</u>	INTERMEDIATE CLERK
2214A	155 <u>152</u>	INTERMEDIATE TYPIST-CLERK
5104A	73 <u>70</u>	LICENSED VOCATIONAL NURSE I
5105A	40 <u>39</u>	LICENSED VOCATIONAL NURSE II

9002A	42	<u>54</u>	MEDICAL CASE WORKER II
5121F	7	<u>6</u>	NURSE PRACTITIONER
5098F	48	<u>15</u>	NURSING ATTENDANT I
5608A	7	<u>9</u>	OPHTHALMOLOGY TECHNICIAN
5595A	6	<u>5</u>	ORTHOPEDIC TECHNICIAN
5501A	5	<u>4</u>	PHARMACY HELPER
5504A	70	<u>69</u>	PHARMACY TECHNICIAN
5411M	78	<u>80</u>	PHYSICIAN,POST GRADUATE(4TH YEAR)
5411M	42	<u>44</u>	PHYSICIAN POST GRADUATE(6TH YEAR)
5798A	74	<u>70</u>	RADIOLOGIC TECHNOLOGIST
5133A	549	<u>556</u>	REGISTERED NURSE I
5134A	583	<u>588</u>	REGISTERED NURSE II
5135A	440	<u>141</u>	REGISTERED NURSE III
5261F	400	<u>398</u>	RELIEF NURSE

SECTION 22. Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1253A	3	CASHIER
6296A	4	GLAZIER

6763A 4 INSTITUTIONAL HELPER

5473F 2 RELIEF PHYSICIAN

SECTION 23. Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5208A	3 <u>2</u>	CLINICAL INSTRUCTOR,RN
9014A	2 <u>3</u>	CLINICAL SOCIAL WORK SUPERVISOR I
8103A	26 <u>25</u>	COMMUNITY HEALTH WORKER
6601A	8 <u>6</u>	CONSTRUCTION & REPAIR LABORER
0323A	2 <u>1</u>	CREMATORY OPERATOR
6774A	287 <u>284</u>	CUSTODIAN
6776A	3 <u>2</u>	CUSTODIAN WORKING SUPERVISOR
5794A	34 <u>33</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
6610A	42 <u>11</u>	EQUIPMENT MAINTENANCE WORKER
1416A	48 <u>47</u>	HEALTH INFORMATION ASSOCIATE
1417A	45 <u>46</u>	HEALTH INFORMATION TECHNICIAN
1138A	380 <u>378</u>	INTERMEDIATE CLERK
6834A	6 <u>5</u>	INTERMEDIATE LAUNDRY WORKER
2214A	464 <u>159</u>	INTERMEDIATE TYPIST-CLERK
9002A	60 <u>71</u>	MEDICAL CASE WORKER II

2180A	5	<u>4</u>	MEDICAL STENOGRAPHER
2209A	8	<u>7</u>	MEDICAL TRANSCRIBER TYPIST
5608A	3	<u>8</u>	OPHTHALMOLOGY TECHNICIAN
6973A	23	<u>21</u>	PAINTER
9197A	43	<u>42</u>	PATIENT RELATIONS REPRESENTATIVE
5501A	14	<u>12</u>	PHARMACY HELPER
5422F	134	<u>132</u>	PHYSICIAN,MD,EMERGENCY ROOM
5411M	189	<u>191</u>	PHYSICIAN,POST GRADUATE(3RD YEAR)
5476A	60	<u>61</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
6169A	3	<u>2</u>	PLASTERER
5798A	73	<u>72</u>	RADIOLOGIC TECHNOLOGIST
5133A	1127	<u>1139</u>	REGISTERED NURSE I
5133F	116	<u>103</u>	REGISTERED NURSE I
5134A	990	<u>995</u>	REGISTERED NURSE II
5134N	4	<u>3</u>	REGISTERED NURSE II
2096A	17	<u>16</u>	SECRETARY III
1140A	87	<u>86</u>	SENIOR CLERK
8105N	2	<u>1</u>	SENIOR COMMUNITY WORKER
5589A	97	<u>96</u>	SR RESPIRATORY CARE PRACTITIONER
2216A	49	<u>48</u>	SENIOR TYPIST-CLERK
0907A	12	<u>11</u>	STAFF ASSISTANT I
8242F	14	<u>13</u>	STUDENT WORKER

SECTION 24. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	2	ACCOUNT CLERK II
5096F	4	UNIT SUPPORT ASSISTANT

SECTION 25. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1417A	5 <u>6</u>	HEALTH INFORMATION TECHNICIAN
1138A	68 <u>67</u>	INTERMEDIATE CLERK
2214A	56 <u>55</u>	INTERMEDIATE TYPIST-CLERK
5839A	27 <u>28</u>	PHYSICAL THERAPIST II
2343A	6 <u>5</u>	PROCUREMENT AID
5799A	2 <u>4</u>	RADIOLOGIC TECHNOLOGIST, SPEC PROC
5134A	165 <u>166</u>	REGISTERED NURSE II
5118F	45 <u>44</u>	SENIOR STUDENT WORKER, NURSING
2216A	29 <u>28</u>	SENIOR TYPIST-CLERK

SECTION 26. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5545A	4	CARDIAC ELECTRODIAGNOSTIC TECH I

SECTION 27. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5608A</u>	<u>3</u>	OPHTHALMOLOGY TECHNICIAN

SECTION 28. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5556A	3 <u>1</u>	CARDIOVASCULAR TECHNICIAN
5090A	57 <u>61</u>	CLINIC LICENSED VOCATIONAL NURSE I
9014A	4 <u>2</u>	CLINICAL SOCIAL WORK SUPERVISOR I
5471F	34 <u>30</u>	CONSULTING SPECIALIST,MD

5794A	46	<u>17</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
1417A	48	<u>19</u>	HEALTH INFORMATION TECHNICIAN
1138A	408	<u>103</u>	INTERMEDIATE CLERK
6834A	2	<u>1</u>	INTERMEDIATE LAUNDRY WORKER
2214A	459	<u>158</u>	INTERMEDIATE TYPIST-CLERK
9002A	34	<u>43</u>	MEDICAL CASE WORKER II
5474F	6	<u>5</u>	PHYSICIAN,MD(NON MEGAFLEX)
5476A	492	<u>195</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5747M	4	<u>3</u>	PODIATRIST,POST GRADUATE(3RD YEAR)
8162A	7	<u>6</u>	PSYCHIATRIC TECHNICIAN II
5133A	346	<u>350</u>	REGISTERED NURSE I
5134A	346	<u>317</u>	REGISTERED NURSE II
5882A	4	<u>6</u>	REHABILITATION THERAPY TECHNICIAN

SECTION 29. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5278H	4	MENTAL HEALTH COUNSELOR,RN

SECTION 30. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2565A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY MANAGER I</u>
<u>2574A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY MANAGER III</u>
<u>2598A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY SUPERVISOR</u>
<u>2546A</u>	<u>4</u>	<u>IT TECHNICAL SUPPORT ANALYST II</u>
<u>2593A</u>	<u>1</u>	<u>SENIOR INFORMATION SYSTEMS ANALYST</u>
<u>2547A</u>	<u>1</u>	<u>SENIOR IT TECHNICAL SUPPORT ANALYST</u>

SECTION 31. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8697A	27 <u>37</u>	CLINICAL PSYCHOLOGIST II
9002A	76 <u>77</u>	MEDICAL CASE WORKER II
9038A	22 <u>37</u>	MENTAL HEALTH CLINICAL SUPERVISOR
5278A	12 <u>6</u>	MENTAL HEALTH COUNSELOR,RN
4740A	4 <u>3</u>	MENTAL HLTH PROGRAM MANAGER I
4741A	4 <u>5</u>	MENTAL HLTH PROGRAM MANAGER II

4735A	42	<u>43</u>	MENTAL HEALTH PSYCHIATRIST
8149A	6	<u>5</u>	MENTAL HEALTH SERVICES COORD II
5121A	36	<u>37</u>	NURSE PRACTITIONER
9035A	104	<u>138</u>	PSYCHIATRIC SOCIAL WORKER II
5872A	5	<u>4</u>	RECREATION THERAPIST II
8593A	2	<u>1</u>	REHABILITATION COUNSELOR II
5280A	6	<u>3</u>	SENIOR MENTAL HEALTH COUNSELOR,RN
2216A	39	<u>41</u>	SENIOR TYPIST-CLERK
5884A	9	<u>8</u>	SUBSTANCE ABUSE COUNSELOR
4737A	6	<u>7</u>	SUPVG MENTAL HEALTH PSYCHIATRIST
8712A	5	<u>9</u>	SUPERVISING PSYCHOLOGIST

SECTION 32. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5798F	4	RADIOLOGIC TECHNOLOGIST

SECTION 33. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1253A	8	<u>7</u>	CASHIER
5092A	274	<u>275</u>	CERTIFIED MEDICAL ASSISTANT
5090A	174	<u>178</u>	CLINIC LICENSED VOCATIONAL NURSE I
5469F	2	<u>1</u>	CLINIC PHYSICIAN,MD
5468J	2	<u>1</u>	CLINIC PHYSICIAN,MD(PER SESSION)
9013A	9	<u>8</u>	CLINICAL SOCIAL WORKER
0927A	8	<u>6</u>	CREDENTIALING SPECIALIST
5794A	10	<u>11</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
2214A	298	<u>294</u>	INTERMEDIATE TYPIST-CLERK
4802A	6	<u>3</u>	NUTRITIONIST I
4803A	3	<u>2</u>	NUTRITIONIST II
5474A	2	<u>1</u>	PHYSICIAN,MD(NON MEGAFLEX)
5476A	157	<u>159</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5798A	41	<u>40</u>	RADIOLOGIC TECHNOLOGIST
5134A	104	<u>103</u>	REGISTERED NURSE II
5135A	88	<u>89</u>	REGISTERED NURSE III
5473F	24	<u>19</u>	RELIEF PHYSICIAN

5588A	8	<u>7</u>	RESPIRATORY CARE PRACTITIONER
0913A	40	<u>9</u>	STAFF ASSISTANT II

SECTION 34. Section 6.83.010 (Los Angeles County Health Agency) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4594A	4	SENIOR STAFF ANALYST, HEALTH
4593A	2	STAFF ANALYST, HEALTH

SECTION 35. Section 6.83.010 (Los Angeles County Health Agency) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4629A	4 <u>4</u>	PROGRAM IMPLEMENTATION MANAGER, HS

SECTION 36. Section 6.86.010 (Department of Mental Health) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1848N	4	MANAGEMENT ANALYST

SECTION 37. Section 6.86.010 (Department of Mental Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8111F</u>	<u>300</u>	<u>MENTAL HEALTH ADVOCATE</u>
<u>5516A</u>	<u>2</u>	<u>PHARMACY SUPERVISOR I</u>
<u>5411M</u>	<u>6</u>	<u>PHYSICIAN,POST GRADUATE(4TH YEAR)</u>
<u>8106A</u>	<u>2</u>	<u>SUPERVISING COMMUNITY HEALTH WORKER</u>

SECTION 38. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5513A	9 <u>11</u>	CLINICAL PHARMACIST
8697A	274 <u>275</u>	CLINICAL PSYCHOLOGIST II
8697N	44 <u>7</u>	CLINICAL PSYCHOLOGIST II
4729A	65 <u>64</u>	HEALTH PROGRAM ANALYST II
2214A	483 <u>484</u>	INTERMEDIATE TYPIST-CLERK
2214N	44 <u>10</u>	INTERMEDIATE TYPIST-CLERK
1848A	43 <u>44</u>	MANAGEMENT ANALYST
9038N	32 <u>31</u>	MENTAL HEALTH CLINICAL SUPERVISOR
4740A	36 <u>35</u>	MENTAL HLTH PROGRAM MANAGER I
8148A	65 <u>64</u>	MENTAL HEALTH SERVICES COORD I

5504A	2	<u>6</u>	PHARMACY TECHNICIAN
9035A	1292	<u>1305</u>	PSYCHIATRIC SOCIAL WORKER II
9035N	69	<u>60</u>	PSYCHIATRIC SOCIAL WORKER II
2096A	76	<u>75</u>	SECRETARY III
8105A	44	<u>39</u>	SENIOR COMMUNITY WORKER
4593A	9	<u>10</u>	STAFF ANALYST,HEALTH
8712A	52	<u>53</u>	SUPERVISING PSYCHOLOGIST

SECTION 39. Section 6.90.010 (Department of Museum of Art) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
7080A	4	SUPERVISING PHOTOGRAPHER

SECTION 40. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8773N</u>	<u>1</u>	REGIONAL OPERATIONS MGR,PARKS & REC

SECTION 41. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2968H	5	<u>4</u>	AREA POOLS SUPERVISOR
6774A	27	<u>29</u>	CUSTODIAN
6774F	48	<u>13</u>	CUSTODIAN
0352A	423	<u>137</u>	GROUNDS MAINTENANCE WORKER I
0352F	93	<u>59</u>	GROUNDS MAINTENANCE WORKER I
8796H	388	<u>386</u>	RECREATION SERVICES LEADER
2965H	38	<u>36</u>	SENIOR POOL LIFEGUARD

SECTION 42. Section 6.100.015 (Probation Department – Special Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
<u>8621A</u>	<u>1</u>		<u>SENIOR PROBATION DIRECTOR</u>

SECTION 43. Section 6.100.018 (Probation Department – Field Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8621A	5	<u>4</u>	SENIOR PROBATION DIRECTOR

SECTION 44. Section 6.106.010 (LA County Library) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2551A	4	SENIOR OPERATING SYSTEMS ANALYST

SECTION 45. Section 6.106.010 (LA County Library) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>7745A</u>	<u>1</u>	<u>REFRIGERATION MECHANIC</u>

SECTION 46. Section 6.106.010 (LA County Library) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1848A	2 <u>3</u>	MANAGEMENT ANALYST
6622A	28 <u>27</u>	SENIOR GENERAL MAINTENANCE WORKER
8348A	4 <u>2</u>	SPECIAL ASSISTANT, LIBRARY
1861A	2 <u>1</u>	STAFF DEVELOPMENT SPECIALIST
2329A	42 <u>10</u>	WAREHOUSE WORKER AID
2332A	4 <u>2</u>	WAREHOUSE WORKER II

SECTION 47. Section 6.108.010 (Department of Public Social Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2370A</u>	<u>1</u>	<u>ASSISTANT SUPPLY OFFICER I</u>

SECTION 48. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0887A	4 <u>2</u>	ADMINISTRATIVE ASSISTANT I
2521A	44 <u>16</u>	APPLICATION DEVELOPER II
1182A	46 <u>49</u>	CHIEF CLERK
1907A	2 <u>4</u>	DEPARTMENTAL EMPLOYEE RELATIONS REP
9181A	942 <u>1023</u>	ELIGIBILITY SUPERVISOR
9179A	6457 <u>6585</u>	ELIGIBILITY WORKER II
9177A	346 <u>347</u>	ELIGIBILITY WORKER III
8021A	327 <u>334</u>	HUMAN SERVICES ADMINISTRATOR I
2591A	74 <u>63</u>	INFORMATION SYSTEMS ANALYST II
2546A	40 <u>16</u>	IT TECHNICAL SUPPORT ANALYST II
2214A	4889 <u>1914</u>	INTERMEDIATE TYPIST-CLERK
1848A	97 <u>101</u>	MANAGEMENT ANALYST
2526A	40 <u>11</u>	PRINCIPAL APPLICATION DEVELOPER

2594A	49	<u>18</u>	PRINCIPAL INFO SYSTEMS ANALYST
2095A	155	<u>158</u>	SECRETARY II
2097A	74	<u>74</u>	SECRETARY IV
1140A	244	<u>250</u>	SENIOR CLERK
1843A	44	<u>12</u>	SENIOR DEPARTMENTAL PERSONNEL ASST
0913A	48	<u>16</u>	STAFF ASSISTANT II
0918A	135	<u>154</u>	STAFF ASSISTANT,PSS
1174A	460	<u>172</u>	SUPERVISING CLERK
6059A	4	<u>3</u>	TRUCK HELPER
2332A	4	<u>2</u>	WAREHOUSE WORKER II

SECTION 49. Section 6.109.010 (Department of Public Works) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6077A</u>	<u>5</u>	<u>AIRPORT MAINTENANCE WORKER</u>
<u>6080A</u>	<u>5</u>	<u>AIRPORT MANAGER</u>
<u>6076A</u>	<u>20</u>	<u>AIRPORT SERVICE WORKER</u>
<u>6079A</u>	<u>5</u>	<u>ASSISTANT AIRPORT MANAGER</u>

SECTION 50. Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647A	36 <u>37</u>	ACCOUNTANT II
3433A	287 <u>289</u>	ASSOCIATE CIVIL ENGINEER
3322A	5 <u>6</u>	DEPUTY DIRECTOR,PUBLIC WORKS
4411A	27 <u>26</u>	GEOGRAPHIC INFO SYST TECHNICIAN II
2110A	6 <u>7</u>	MANAGEMENT SECRETARY IV
3634A	5 <u>4</u>	SUPERVISING CADASTRAL ENGINEER I
3705A	3 <u>2</u>	SUPVG HIGHWAY ENGRG SPECIALIST I
2471A	2 <u>1</u>	SUPERVISING TITLE EXAMINER I
3890A	17 <u>16</u>	SURVEY TECHNICIAN II
3715A	9 <u>8</u>	TRANSIT ANALYST
0394A	8 <u>9</u>	TREE TRIMMER WORKING SUPERVISOR

SECTION 51. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9304H	1058 <u>1007</u>	CLERK,NC
9312H	598 <u>596</u>	ELECTION ASSISTANT I,NC
9313H	504 <u>378</u>	ELECTION ASSISTANT II,NC

9315H 94 91 ELECTION ASSISTANT III,NC

SECTION 52. Section 6.120.010 (Sheriff – Administration) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1924F	2	EMPLOYMENT SERVS ASST II, SHERIFF
1331A	2	PAYROLL CLERK I

SECTION 53. Section 6.120.010 (Sheriff – Administration) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9968A</u>	<u>1</u>	<u>DIVISION CHIEF, SHERIFF (UC)</u>

SECTION 54. Section 6.120.010 (Sheriff – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	-44 <u>45</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	49 <u>20</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	44 <u>14</u>	ADMINISTRATIVE SERVICES MANAGER III
1641A	2 <u>5</u>	CIVILIAN INVESTIGATOR
2723A	-4 <u>3</u>	COMMANDER

2708A	105	<u>96</u>	DEPUTY SHERIFF
1923A	35	<u>36</u>	EMPLOYMENT SERVS ASST I,SHERIFF
1924A	64	<u>66</u>	EMPLOYMENT SERVS ASST II,SHERIFF
1138A	25	<u>24</u>	INTERMEDIATE CLERK
2214A	40	<u>35</u>	INTERMEDIATE TYPIST-CLERK
2719A	24	<u>23</u>	LIEUTENANT
1229A	13	<u>15</u>	OPERATIONS ASSISTANT II,SHERIFF
1230A	29	<u>30</u>	OPERATIONS ASSISTANT III,SHERIFF
1334A	54	<u>54</u>	PAYROLL CLERK II
1847A	9	<u>12</u>	SR EMPLOYEE SERVICES REP,SHERIFF
2717A	64	<u>61</u>	SERGEANT
8243F	24	<u>20</u>	STUDENT PROFESSIONAL WORKER I
8242F	96	<u>90</u>	STUDENT WORKER
1339A	7	<u>8</u>	SUPERVISING PAYROLL CLERK II

SECTION 55. Section 6.120.011 (Sheriff – Court Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708N	40 <u>39</u>	DEPUTY SHERIFF

SECTION 56. Section 6.120.012 (Sheriff – Custody) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2719N	4	LIEUTENANT

SECTION 57. Section 6.120.012 (Sheriff – Custody) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2749N	74 <u>40</u>	CUSTODY ASSISTANT, SHERIFF
2708N	48 <u>8</u>	DEPUTY SHERIFF
2717N	40 <u>7</u>	SERGEANT

SECTION 58. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2558A	4	NETWORK SYSTEMS ADMINISTRATOR I
2594A	4	PRINCIPAL INFO SYSTEMS ANALYST
2593A	4	SENIOR INFORMATION SYSTEMS ANALYST

SECTION 59. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1229A	29 <u>30</u>	OPERATIONS ASSISTANT II,SHERIFF

SECTION 60. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1925A	4	EMPLOYMENT SERVS ASST III,SHERIFF

SECTION 61. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1682A</u>	<u>1</u>	<u>SR DEPUTY COMPLIANCE OFFICER</u>

SECTION 62. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	3 <u>4</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	-4 <u>3</u>	ADMINISTRATIVE SERVICES MANAGER III

6930A	4	<u>1</u>	BUSINESS EQUIPMENT TECH,SHERIFF
2723A	3	<u>4</u>	COMMANDER
4341A	5	<u>4</u>	CRIME LABORATORY ASST DIR,SHERIFF
2591A	39	<u>38</u>	INFORMATION SYSTEMS ANALYST II
2591N	6	<u>5</u>	INFORMATION SYSTEMS ANALYST II
2558A	4	<u>5</u>	NETWORK SYSTEMS ADMINISTRATOR I
1230A	38	<u>40</u>	OPERATIONS ASSISTANT III,SHERIFF
2594A	12	<u>13</u>	PRINCIPAL INFO SYSTEMS ANALYST
1908A	3	<u>4</u>	SENIOR DEPTL EMPLOYEE RELATIONS REP
2593A	48	<u>49</u>	SENIOR INFORMATION SYSTEMS ANALYST

SECTION 63. Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	264 <u>257</u>	DEPUTY SHERIFF
2745A	54 <u>46</u>	LAW ENFORCEMENT TECHNICIAN
2719A	47 <u>18</u>	LIEUTENANT
1228A	2 <u>3</u>	OPERATIONS ASSISTANT I,SHERIFF
1229A	6 <u>7</u>	OPERATIONS ASSISTANT II,SHERIFF
2828A	334 <u>309</u>	SECURITY OFFICER,SHERIFF
2717A	83 <u>84</u>	SERGEANT

SECTION 64. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2708A	3647	<u>3618</u>	DEPUTY SHERIFF
2708N	68	<u>64</u>	DEPUTY SHERIFF
2719A	473	<u>176</u>	LIEUTENANT
2719N	2	<u>1</u>	LIEUTENANT
2717A	634	<u>639</u>	SERGEANT
2717N	2	<u>1</u>	SERGEANT

SECTION 65. Pursuant to Government Code section 25123(f), this ordinance shall take effect immediately upon final passage. If this ordinance becomes effective before July 1, 2021, it shall be construed and applied as if it were effective and operative on and after July 1, 2021. If this ordinance becomes effective after July 1, 2021, it shall be construed and applied as if it were effective and operative on and after July 1, 2021.

[FY2122RECBUDGKPCEO]

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	5/26/2021	
BOARD MEETING	6/8/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All districts.	
DEPARTMENT	CEO	
SUBJECT	AUTHORIZATION TO EXECUTE A SOLE SOURCE AGREEMENT WITH THE WORKER EDUCATION AND RESOURCE CENTER TO PROVIDE THE HIGH ROAD TRAINING PARTNERSHIP AND CAREER PATHWAYS PROGRAM	
PROGRAM	Preparing Los Angeles for County Employment (PLACE)	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Only one vendor, WERC, is capable of continuing the ongoing PLACE program, which was created by them for the County.	
DEADLINES/ TIME CONSTRAINTS	Current DAA contract expires on June 29, 2021.	
COST & FUNDING	Total cost: \$1.6 mil/year; \$4.8 mil total	Funding source: CEO-AO 20-21 Final Budget and 21-22 Recommended Budget
	TERMS (if applicable): One year contract with two options to extend by one year each.	
	Explanation: Funding is secure for the first year. Further allocations will be needed for additional years.	
PURPOSE OF REQUEST	Authority to execute a Sole Source contract with the Worker Education and Resource Center (WERC)	
BACKGROUND (include internal/external issues that may exist)	The PLACE program has proved successful in its pilot years and the Board offices have shown interest in continuing the program. The program focused exclusively on County jobs in the pilot but because of the pandemic and County hiring freeze, the new contract will allow for targeting of non-county jobs that are high-road (family-sustaining, stable, with career pathways).	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Danny Kelleher, Principal Analyst, 213-974-6879, dkelleher@ceo.lacounty.gov. Allison Clark, Senior Manager, 213.974.8355, Allison.clark@ceo.lacounty.gov Julia Orozco, Manager, (213) 974-1151, jorozco@ceo.lacounty.gov 	



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

June 8, 2021

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:

**AUTHORIZATION TO EXECUTE A SOLE SOURCE AGREEMENT WITH THE
WORKER EDUCATION AND RESOURCE CENTER TO PROVIDE THE HIGH ROAD
TRAINING PARTNERSHIP AND CAREER PATHWAYS PROGRAM
(ALL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of the recommended actions will provide authorization to the Chief Executive Officer to execute a sole source agreement with the Worker Education and Resource Center (WERC) to continue to administer the County's High Road Training Partnership and Career Pathways program known as Preparing Los Angeles for County Employment (PLACE). The agreement would be for a term of one year and have a maximum annual cost of \$1,600,000. The agreement will include two options to extend the agreement by one year each, with a total maximum cost over three years of \$4,800,000.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Chief Executive Officer (CEO), or her designee, to execute a sole source agreement, substantially similar to Exhibit I attached, with WERC to continue to administer the PLACE program and related workforce development programs for a period of one year for a cost of up to \$1,600,000.
2. Delegate authority to the CEO, or designee, to exercise up to two options extending the agreement by one year each through June 30, 2023 and June 30,

2024, respectively, for a maximum sum of \$1,600,000 each year, and a maximum total contract sum over three years of \$4,800,000.

3. Delegate authority to the CEO, or designee, to approve and execute amendments and change notices pursuant to the contract's provisions; allow for the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below the total contract sum, effective upon amendment execution, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In June 2018, the Board of Supervisors (Board) adopted two related motions seeking to create pathways for targeted populations with high barriers to employment to secure permanent County of Los Angeles (County) jobs. The Chief Executive Office (CEO) executed a delegated authority agreement with WERC to implement a set of Pilot Programs in response to both motions. These Programs are collectively called PLACE. The agreement was extended for years two and three of the Program. The current agreement expires on June 29, 2021.

WERC was founded in 2001 to operate as a labor-management intermediary to plan and provide workforce development educational programs for employees of the County of Los Angeles Department of Health Services represented by the Service Employees International Union. WERC is a non-profit 501(c)(3) organization. The CEO identified WERC as the appropriate party for the original agreement due to WERC's proven record of assisting the County in addressing workforce shortages in critical occupations such as nursing, medical record coding, medical assistants, MRI technicians, and other essential health care positions.

The PLACE program creates a high road employment program within the County's hiring process to accomplish a number of goals including: 1) increased access to permanent County jobs for vulnerable populations with barriers to employment; 2) increased self-sufficiency among County clients by obtaining family-supporting careers; 3) address employment inequities in particular career areas; and 4) address hiring needs in the County by recruiting and training individuals specifically for hard-to-fill jobs. PLACE increases access to stable employment for target populations, which helps to reduce homelessness, recidivism, and dependence on public assistance while also enhancing the quality of public service delivery by integrating people with lived experience into public-facing positions. Target populations include, but are not limited to, residents from economically disadvantaged areas; individuals receiving County services; transition-aged youth; justice-involved individuals; and people experiencing homelessness or who are

housing insecure.

Although the first contract specified that the PLACE program target jobs only in County departments, later amendments allowed for opportunities at County partners as well, including Community Health Worker positions with County contractors as part of the Housing for Health initiative. In response to the conditions caused by the COVID-19 pandemic, including the County hiring freeze, the original contract was amended to allow for targeting of additional non-County jobs. The amendment also provided a deliverable that enabled WERC to offer job training and other workforce development assistance to the County to aid in responding to the pandemic, including disaster service worker training, contract tracer training, and a project to prepare personal protective equipment warehouse workers and call center workers, among other projects.

Approval of the recommended action will allow WERC to continue administration of the PLACE programs, which have shown great success and garnered broad support for continuation. The goal is to institutionalize the model and programs in the County to continue to build sustainable career paths and align strategic County employment opportunities with communities and targeted workers who experience high rates of unemployment and underemployment.

Although focus will remain on County employment, the sole source contract will allow the PLACE program model to be used to target non-County high-road jobs as well that provide stable employment and career opportunities for target populations. This will help ensure availability of high-road jobs for PLACE program participants despite limitations caused by the pandemic.

The sole source contract will also continue the ability of WERC to assist with rapid deployment of training for County workers and others as may be necessary to respond to the ongoing pandemic.

WERC is uniquely qualified to continue providing these specific workforce development services to the County. The PLACE program WERC currently administers for the County has been developed over many years in close partnership between the County and WERC. The program is tailored specifically to the County's needs as well as its rules and regulations. While there are other organizations that administer workforce development programs, there are few that successfully utilize the high road training partnership model. WERC is the only known entity in the area that does so specifically for public service careers. WERC is the only organization that is currently capable of delivering this specialized program that has been developed for public service careers with the County of Los Angeles as the main employer. Furthermore, the services provided are ongoing - WERC has been implementing and administering PLACE for three years, and the County intends to continue the program.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County's Strategic Plan Goal I, Strategy I.1 - Increase Our Focus on Prevention Initiatives, by providing pathways into good jobs and good careers for vulnerable individuals to help reduce long term reliance on the County's social safety net. The action also supports Goal II, Strategy II.1 - Drive Economic and Workforce Development in the County, by directly providing career pathways in the County and other high-road partners for individuals with high barriers to employment.

FISCAL IMPACT/FINANCING

The recommended sole source agreement for the first year will cost a maximum of \$1,600,000 to provide high-road training partnership programming to secure family-sustaining jobs for 120 vulnerable individuals, as well as other job training and workforce development services to help the County respond to the COVID-19 pandemic, and to enhance the quality of public service delivery. Should options for additional years be exercised, each additional year will have a maximum cost of \$1,600,000.

The costs of the agreement will be funded by existing CEO budget allocations and will not have an additional direct impact on net County cost. Funding for the first year of this contract is included in the amount of \$537,000, in CEO's Fiscal Year (FY) 2020-21 Final Adopted Budget and \$537,000, in CEO's FY 2021-22 Recommended Budget. The remaining cost will be funded with one-time allocations from grants and other sources. The CEO will allocate funding in subsequent fiscal years, as necessary for the continuation of the contract and possible expansion of the services, with a maximum total contract cost of \$4,800,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.100, CEO notified the Board on December 31, 2019, and again on April 14, 2021, of its intent to negotiate a sole source contract with WERC.

County Counsel has approved Exhibit I as to form.

The contract will be for one year at a maximum cost of \$1,600,000 and will have two options to extend the contract for an additional year each time, for a total maximum contract cost of \$4,800,000.

The Honorable Board of Supervisors
June 8, 2021
Page 5

The contracting process to continue and modify the PLACE program was shared with the Economic Development Policy Committee, and representatives from each Board office are aware of the plan to execute a sole source to continue the program.

CONTRACTING PROCESS

CEO is recommending this sole source contract because WERC is uniquely qualified to continue providing these specific workforce development services to the County and it would be prohibitively cost and time restrictive to find another vendor, if one existed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will allow continuation of administration of the PLACE program.

CONCLUSION

Upon approval, please return two adopted, stamped copies of the Board letter to the Chief Executive Office, Economic Development Division.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AEC
JO:DSK:acn

Enclosure

c: Executive Office, Board of Supervisors
County Counsel

STATEMENT OF WORK

Workforce Development for the County of Los Angeles

Background:

The Worker Education and Resource Center, Inc. (WERC) is a non-profit 501 (c) (3) organization established in 2001 as a labor-management intermediary to plan and provide workforce development educational programs for employees of the County of Los Angeles Department of Health Services (DHS) represented by the Service Employees International Union Local 660 (now known as SEIU Local 721).

During this period, WERC executed strategic programs to address the nursing and other allied health occupational shortages by "growing our own" opportunities for LA County employees to succeed in workforce development programs and to be promoted into career pathways in high-demand industries. WERC provided academic and soft skills refresher programs, personal coaching and tutoring, and established contracts with community colleges and universities to provide the targeted programs. As a result of WERC's programs, hundreds of participants secured promotion into high demand occupations: approximately 420 new registered nurses, 250 medical record coders, 130 medical assistants, 15 MRI technicians, 10 Psychiatric Technicians, and smaller numbers of several other critically needed occupations.

Since 2010, WERC has partnered with DHS and the Department of Public Social Services to prepare employees with educational workshops for the implementation of the Patient Protection and Affordable Care Act.

In August 2017, County of Los Angeles Chief Executive Office (CEO) contracted with WERC to develop a strategic plan for excellence in workforce development services focused on current and prospective County employees that would address occupational shortages, improve equity and cultural competency, and deliver opportunities to targeted workers facing the greatest barriers to employment. WERC performed an equity audit of County departments relative to their employment of various worker populations and also completed a labor market analysis of departments and evolving County priorities. After reviewing the labor market analysis and equity audit, WERC developed the requested strategic plan in June 2018, which included recommendations to create a set of high road employment pilot programs to provide career pathways in County employment for target populations.

Over the course of the 2018-2019 Fiscal Year, WERC, in partnership with the CEO and the Department of Human Resources (DHR), implemented the high road employment pilot programs, which are collectively called Preparing Los Angeles for County Employment, or PLACE, to create pipelines for populations of people with high barriers to employment into County jobs as laborers, grounds maintenance workers, custodians, clerical workers, and others. In this first year of PLACE, County jobs were secured for nearly 50 individuals with barriers to employment including residents from economically disadvantaged areas, individuals receiving County services, such as General Relief and CalWORKS, transition-aged youth, justice-involved individuals, and people experiencing homelessness or who are housing insecure. In very large part, the PLACE participants have been successful in their employment and hiring departments have been pleased. In the second year of PLACE, Fiscal year 2019-2020, WERC sought to expand the programs and aimed to secure stable, family-sustaining County jobs for over 100 individuals with barriers to employment.

WERC was on track to meet this goal until the onset of COVID-19 pandemic, which led to a hard hiring freeze in the County in response to the resultant economic downturn. Because PLACE focused solely on permanent County jobs, the hiring freeze severely limited job opportunities for the program. Three

PLACE cohorts that had begun were interrupted by the pandemic, and four cohorts in development were cancelled. To adjust to the circumstances caused by the pandemic, the contract with WERC was amended to allow for targeting of non-County jobs for the PLACE program as well as for provision of workforce development and training services to assist with the County's COVID-19 response. The contract was extended at no additional cost to allow these services to be provided through June 2021.

Under the new Deliverables in the amended contract, WERC partnered with the Departments of Public Health, Health Services, and Public Social Services to implement employment skills training, enhanced learning-upskilling training, and supervisory training for disaster services workers, contact tracers, community health workers, personal protective equipment warehouse workers, call center workers, and others to help respond to the COVID-19 crisis. Further, despite the hiring freeze, some County PLACE opportunities moved forward to fulfill critical operational needs in the County, such as custodians in hospitals.

Purpose and Objectives:

The purpose of this contract is to continue administration of the PLACE programs, which have shown great success and garnered broad support for continuation. The goal is to institutionalize the programs and model in the County to continue to build sustainable career paths and align strategic County employment opportunities with communities and targeted workers who experience high rates of unemployment and underemployment. Continuation of PLACE increases access to stable employment for target populations, which helps to reduce homelessness, recidivism, and dependence on public assistance while also enhancing the quality of public service delivery by integrating people with lived experience into public facing positions. Target populations include, but are not limited to, residents from economically disadvantaged areas, individuals receiving County services, transition-aged youth, justice-involved individuals, and people experiencing homelessness or who are housing insecure.

Because of the conditions caused by the pandemic including the County hiring freeze, and although focus will remain on County employment, the PLACE program model will also be used to target non-County high-road jobs as well that provide stable employment and career opportunities for target populations. This will help ensure availability of high-road jobs for PLACE program participants despite any limitations caused by the freeze.

Finally, although the end of the pandemic may be in sight, the COVID-19 crisis continues, and WERC will be ready to assist with rapid deployment of training for County workers and others as may be necessary to respond. WERC will also be able to target workforce development services to individuals most impacted by the pandemic, such as dislocated workers or workers who lost employment.

General Scope of Work:

Under the direction of the COUNTY Project Manager, CONSULTANT will continue implementation and administration of the High Road Training Partnership, Preparing Los Angeles for County Employment (PLACE), which was established by CONSULTANT in partnership with the COUNTY.

Deliverable #1 – Identify Jobs

In consultation with COUNTY Project Manager and COUNTY departments, identify jobs and available positions that provide family-sustaining jobs with career pathways that are accessible and attainable for target populations with barriers to employment. Classifications and available positions should be identified within County departments as well as at County partner organizations including non-profits, community-based organizations, and others.

Deliverable #2– Coordinate PLACE Programs

In consultation with COUNTY Project Manager, secure commitments from COUNTY departments and partner organizations to participate in PLACE pre-employment training programs, for identified jobs.

Deliverable #3 – Recruitment and Assessment

Develop participant recruitment, assessment, and selection processes that are customized to the needs of COUNTY departments and partner organizations.

Deliverable #4 – Pre-Employment Preparation Curriculum

On a cohort-by-cohort basis, tailor PLACE Pre-Employment Preparation Curriculum to the needs of COUNTY departments and partner organizations.

Deliverable #5 – Supportive Services

Provide intensive case management and supportive services to all program participants both during Pre-Employment Preparation, and through the probationary period for participants who are successfully placed in jobs.

Deliverable #6 – Mentorship and On-the-Job Learning

Recruit, train, and support mentors from participating departments and organizations for the ongoing development of participants who are successfully placed in jobs.

Deliverable #7 – Career Pathways and Advancement Opportunities

Explore models to foster advancement opportunities and progression along career pathways for PLACE program participants and graduates.

Deliverable #8 – Participant Data and Best Practices

Continue to report on quantitative and qualitative data evaluating the success of the PLACE program, including up-to-date job status details for all participants, and program impact on COUNTY and other organizations' service delivery and operations. Reporting shall also account for best practices and other lessons learned in carrying out the preceding Deliverables 1 through 7, in addition to Deliverables 9 and 10. Reporting shall be done biannually at a minimum, and as otherwise required by County departments, partner organizations, or the Board of Supervisors.

Deliverable #9- High Road Public Service Model

Build a High Road Public Service workforce development model that includes procedures and practices to successfully place participants with high barriers to employment in civil service positions, as well as positions in community-based and non-profit organizations. Share this model with other LA County workforce development efforts serving people with barriers to employment to increase positive outcomes and quality of workforce development programs.

Deliverable #10 – COVID 19 Response Training

Provide training and support services to workers who are hired, deployed, re-assigned, or otherwise utilized in response to the COVID-19 Pandemic.

Timeframe for Deliverables:

CONSULTANT shall conduct Deliverables #1-10 during the Fiscal Year 21-22 and during Fiscal Years 22-23 and 23-24 if the contract is extended, and shall be reimbursed for actual costs on a monthly basis, with the first invoice submitted by August 15, 2021, and subsequent invoices submitted by the 15th of each month. The final invoice for the first year shall be submitted by July 15, 2022. Should the contract be extended for two terms, the final invoice shall be submitted by July 15, 2024.

At the written direction of the COUNTY Project Manager, CONSULTANT may be directed to modify or adjust Deliverables as needed by the County to complete projects substantially similar to this statement of work.

WORKER EDUCATION AND RESOURCE CENTER, INC.
WORKFORCE DEVELOPMENT PROGRAM
BUDGET: FISCAL YEAR 21-22

	FTE	SALARY	Budget Total
WERC Personnel ¹			
Director	0.75	153,000	114,750
Sr. Program Manager	0.80	96,390	77,112
Program Manager	1.50	88,868	133,301
Curriculum Developer	1.00	85,935	85,935
Project Developer	1.50	82,110	123,165
Case Manager	2.50	57,375	143,438
Instructor	1.00	80,395	80,395
IT Manager	0.75	88,517	66,388
Bookkeeper	0.60	63,593	38,156
Program Assistant	0.75	65,026	48,770
Total personnel			911,409
Benefits @ 31 %			282,537
Total WERC Personnel	11.15		1,193,946
Consultant(s)			
Consultants			\$ 25,000
Educational Vendors			\$ 40,000
Total Consultants			\$ 65,000
Non-Personnel	QTY	AMOUNT	
Participant Stipends ²	120	\$ 1,250	150,000
Supportive Services	120	\$ 200	24,000
Training Materials			10,000
Office & Telecomm			10,000
Travel & Mileage			1,500
Total Non-Personnel			195,500
Total Direct Costs			1,454,446
Indirect Costs @ 10%			138,945
CEO Revenue			1,074,000
Roll Over from FY20-21			519,391
Total Pogram Cost			1,593,391

1. WERC Personnel expenditures include a 2% Cost of Living Increase

2. WERC participants will receive \$250 a week in stipends x 5 weeks

SOLE SOURCE CHECKLIST

Department Name: Chief Executive Office




New Sole Source Contract



Existing Sole Source Contract

Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Allison E. Clark

Digitally signed by Allison E. Clark
DN: cn=Allison E. Clark, o=CEO, ou=CEO,
email=allison.clark@ceo.lacounty.gov, c=US
Date: 2021.05.11 11:17:42 -07'00'

Chief Executive Office

05/11/21

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	5/26/2021	
BOARD MEETING	6/22/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	District 1	
DEPARTMENT	Chief Executive Office	
SUBJECT	Approval of a Sole Source Operating Lease with the Performing Arts Center of Los Angeles County for the Operation, Maintenance, and Programming of Grand Park	
PROGRAM		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No In November 2019, the CEO released a Request for Information (RFI) to which PACLAC and Mountains Recreation and Conservancy Authority (MRCA) responded. CEO requested additional information from MRCA on the extent of the programming provided at the park space they maintain. Based on the review of the response, the evaluation committee determined PACLAC was the only interested and qualified responder to the RFI.	
DEADLINES/ TIME CONSTRAINTS	Current operating lease agreement expires on June 30, 2021.	
COST & FUNDING	Total cost: Grand Park budget as approved by Board. FY 2021-22 Recommended = \$5.2M NCC	Funding source: Combination of net County costs and revenues collected from concessions, facility rental and event fees
	TERMS (if applicable): 10 years with up to two 10-year renewal optional terms	
	Explanation: An initial term of ten (10) years, with up to two (2) 10-year renewal optional terms unless written notice is provided by either party of its intent not to renew no more than thirty-six (36) and no less than twenty-four (24) months prior to the expiration of the then-existing term or renewal term. As such, if all renewal options are executed the total term of the Operating Lease Agreement shall be thirty (30) years.	
PURPOSE OF REQUEST	The purpose of this request is to allow the CEO to execute a new contract with the Performing Arts Center of Los Angeles County to provide operation, maintenance, and programming services at Grand Park through June 30, 2031.	
BACKGROUND (include internal/external issues that may exist)	The County is authorized by the provisions of Government Code Section 26227 to contract with a non-profit corporation to operate programs to meet the social needs of the County, which the Board of Supervisors determines to be in the best interest of the County and the general public. The current agreement with the exercised amendments expires June 30, 2021. On November 2019, the CEO released a Request for Information (RFI) to which PACLAC and Mountains Recreation and Conservancy Authority (MRCA) responded. CEO requested additional information from MRCA on the extent of the programming provided at park space they maintain; however, the information provided was insufficient and MRCA was deemed unqualified. CEO proceeded to negotiate with PACLAC.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <div style="display: flex; justify-content: space-between;"> <div> Anthony Baker Manager 213-974-1135 abaker@ceo.lacounty.gov </div> <div> Linh Mok Budget Analyst 213-974-1339 lmok@ceo.lacounty.gov </div> </div>	



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

June 22, 2021

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

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

Dear Supervisors:

**APPROVAL OF A SOLE SOURCE OPERATING LEASE WITH
THE PERFORMING ARTS CENTER OF LOS ANGELES COUNTY
FOR THE OPERATION, MAINTENANCE, AND PROGRAMMING
OF GRAND PARK
(FIRST DISTRICT)
(3-VOTES)**

SUBJECT

Authorization to enter into a new sole source operating lease with the Performing Arts Center of Los Angeles County (PACLAC) for the operation, maintenance, and programming of Grand Park.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Operating Lease is exempt from the provisions of the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Authorize the Chief Executive Officer (CEO), or her designee, to execute the proposed Grand Park sole source operating lease with PACLAC for an initial term of ten (10) years, with up to two (2) 10-year renewal optional terms unless written notice is provided by either party of its intent not to renew no more than 36 and no less than 24 months prior to the expiration of the then-existing term or renewal term. As such, if all renewal options are executed the total term of the Operating Lease Agreement shall be 30 years. The Lease amendment is subject to review and approval by County Counsel.

3. Delegate authority to the CEO, or her designee, to take any other actions consistent with and/or necessary for the implementation of the foregoing approvals.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will comply with CEQA and allow for a new contract with PACLAC to provide operation, maintenance, and programming services at Grand Park through June 30, 2031. The current agreement expires on June 30, 2021.

Implementation Of Strategic Plan Goals

The recommended action supports Strategic Plan Goal 2: Foster Vibrant and Resilient Communities by specifically addressing Strategy II.2 – Support the Wellness of Our Communities and II.2.2: Expand Access to Recreational and Cultural Opportunities. The maintenance, operation, and programming at Grand Park provide a venue for individuals and families to exercise, relax, enjoy the outdoors, and participate in cultural activities in the midst of an urban setting.

FISCAL IMPACT/FINANCING

Ongoing funding to provide operation, maintenance, and programming services resides in the Grand Park operating budget and is funded by a combination of net County cost (NCC) and revenue collected from concessions, facility rental, and event fees. The 2021-22 Recommended Budget includes \$5.2 million in NCC for Grand Park operations, maintenance and programming. Future funds will be requested through the County's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by the provisions of Government Code Section 26227 to contract with a non-profit corporation to operate programs to meet the social needs of the County, which the Board of Supervisors (Board) determines to be in the best interest of the County and the general public.

The current agreement had an initial term of three years, with one two-year option. On July 1, 2014, the Board authorized the CEO to exercise the option, extending the term to June 25, 2017. On May 2, 2017, the Board authorized the CEO to extend the term through June 30, 2018. On May 15, 2018, the Board authorized the CEO to extend the term through June 30, 2019. On June 25, 2019, the Board authorized the CEO to extend the term for two additional years through June 30, 2021.

In November 2019, the CEO released a Request for Information (RFI) to which PACLAC and Mountains Recreation and Conservancy Authority (MRCA) responded. CEO requested additional information from MRCA on the extent of the programming provided at the park space they maintain. Based on the review of the response, the evaluation committee determined PACLAC was the only interested and qualified responder to the RFI.

In addition to PACLAC submitting the only interested and qualified response to the Grand Park RFI, a longer-term agreement with PACLAC to operate Grand Park offers unique opportunities and benefits to the County. PACLAC currently operates the Music Center, Walt Disney Concert Hall, and Grand Park. The County has long term operating leases with PACLAC for the Music Center and Walt Disney Concert Hall. A longer-term agreement for Grand Park will allow PACLAC to engage in long term planning for Park programming and create a programming plan that utilizes the adjacency of the Park and Music Center to create larger, coordinated events that expand across multiple venues and better utilize the resources of all the sites.

ENVIRONMENTAL DOCUMENTATION

On February 13, 2007, acting as a responsible agency, the Board considered the Grand Avenue Project Environmental Impact Report (EIR) as prepared and certified by the Grand Avenue Authority as the lead agency for the Grand Avenue Project. On August 17, 2010, the Board certified an Addendum to the previously-certified EIR. The recommended actions are within the scope of the Grand Avenue Project in the previously-certified EIR and Addendum.

There are no changes to the Grand Avenue Project or to the circumstances under which the Grand Avenue Project is undertaken that would require further review under CEQA. Upon the Board's approval of the amendment, the CEO will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Public Resources Code Section 21152.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action(s) will allow PACLAC to provide operation, maintenance, and programming services at Grand Park through June 30, 2031 and potentially through June 30, 2051, unless written notice of intent not to renew is provided no more than 36 and no less than 24 months prior to the expiration of the then-existing term or term renewal. This lead time is necessary to allow the County sufficient time to develop and release a solicitation for a new contract and for PACLAC to plan for a transition if the County selects a new operator.

The Honorable Board of Supervisors
June 22, 2021
Page 4

CONCLUSION

Upon approval of the recommendations, please forward an adopted copy of the Board letter to the CEO.

Sincerely,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:MM
SW:AB:LM:ae

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Performing Arts Center of Los Angeles County

**GRAND PARK MAINTENANCE, OPERATING, AND PROGRAMMING
AGREEMENT**

BETWEEN

COUNTY OF LOS ANGELES

AND

PERFORMING ARTS CENTER OF LOS ANGELES COUNTY

DATED AS OF JULY 1, 2021

GRAND PARK MAINTENANCE, OPERATING AND PROGRAMMING AGREEMENT

This GRAND PARK MAINTENANCE, OPERATING AND PROGRAMMING AGREEMENT (this “**Agreement**”) effective as of July 1, 2021, is made and entered into by and between the COUNTY OF LOS ANGELES (the “**County**”) and PERFORMING ARTS CENTER OF LOS ANGELES COUNTY (“**PACLAC**”), a non-profit corporation organized under the laws of the State of California with reference to the following recitals:

RECITALS

WHEREAS, the County is the owner of the Grand Park, more particularly described in Exhibit 1 hereto and incorporated herein by this reference, located south of the County Hall of Administration, County Hall of Records, and Clara Shortridge Foltz Criminal Justice Center, east of Grand Avenue, north of Stanley Mosk Superior Courthouse, County Law Library, and City of Los Angeles-owned parcel located on First Street bounded by Spring Street and Broadway, west of Spring Street, in the City of Los Angeles, County of Los Angeles, State of California;

WHEREAS, pursuant to California Government Code Section 26227, the County may contract with a nonprofit corporation to operate programs to meet the social needs of the County which the Board of Supervisors determines to be in the best interest of the County and the general public;

WHEREAS, Grand Park improvements have been designed and built as part of the Grand Avenue Project approved by the Grand Avenue Joint Powers Authority and its members, the County and the CRA/LA, a Designated Local and the legal successor agency to the original member agency, the Community Redevelopment Agency of the City of Los Angeles. Grand Park has been designed and constructed to be an expanded and improved destination urban park essential to the revitalization of Grand Avenue and the phased redevelopment of the Grand Avenue Project development parcels owned by the County and the CRA/LA;

WHEREAS, Grand Park serves as an active, welcoming green space and garden setting for daily park and public space activities as well as a gathering place for cultural, social, environmental and wellness events such as community celebrations, cultural and ethnic celebrations, civic and first amendment activities, and festivals;

WHEREAS, on June 26, 2012, the County and PACLAC entered into that certain Grand Park Maintenance, Operating and Programming Agreement (the “**Prior Agreement**”), pursuant to which PACLAC has operated, maintained and administered programming for Grand Park; and

WHEREAS, the County and PACLAC now desire to enter into a new agreement where the County and PACLAC desire to set forth their respective rights and obligations with respect to the ongoing programming, operations and maintenance of Grand Park hereunder.

NOW, THEREFORE, in consideration of the above recitals and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Services to Be Performed by PACLAC.

(a) Scope of Services. Subject to the terms of this Agreement, PACLAC shall provide, or cause others to provide, the following services to Grand Park, as defined below: (i) maintenance of Grand Park; (ii) housekeeping for Grand Park; (iii) security for Grand Park, including the control of, access to, and the perimeter of, Grand Park; (iv) public programming and the publicity, promotion and marketing of events, and/or the supervision of third party programming and marketing for activities and programming for Grand Park to appeal to a broad spectrum of County residents and visitors and to implement the Grand Park objectives of creating an active and welcoming setting for multiple activities and events; (v) operation of Grand Park; (vi) solicitation of public event funding; (vii) augmentation of funding from private sector and /or public sources to support public events in Grand Park; and (viii) appropriate staffing directly and through contractors to accomplish its services hereunder, including, but not limited to, the hiring of a full-time employee responsible for the day-to-day operations of Grand Park. For purposes of this Agreement, the term “**Grand Park**” shall include any and all buildings, structures and other improvements which may be erected on or affixed to the Grand Park, including without limitation the following components thereof: (i) all landscaping, vegetation, hardscape and softscape and pedestrian plazas, restrooms, fountains and water features, art works and flag poles, signage, lighting fixtures, furniture, monuments and memorial features which are or may be later located upon Grand Park and (ii) all fixtures, appliances, machinery, operating equipment and apparatus which are at any time affixed or attached to the Grand Park.

(b) Security Services. PACLAC shall provide security services based upon the same scope of work and quality controls as it provides for those services at the Music Center, with security services augmented as approved in the annual budget process for Grand Park. Notwithstanding the foregoing, the parties hereto acknowledge and agree that law enforcement agencies authorized by the County (each a “**Law Enforcement Agency**”) may from time to time unilaterally exercise their authority to provide security services for Grand Park.

(c) Contracts and Subcontractors. PACLAC may enter into contracts or subcontracts for the performance of portions of this Agreement on behalf of PACLAC in accordance with the terms hereof. PACLAC shall be held responsible by the County for performance of any contractor or subcontractor. Each contract or subcontract will permit assignment from PACLAC to the County with the County’s prior written consent unless this requirement is waived by the County. No contract or subcontract with a contractor or subcontractor who is debarred by the County may be approved for services under this Agreement during the period of the contractor’s or subcontractor’s debarment by the County or any other public agency. No such contract or subcontract for any service will be valid unless approved by the County in accordance with this Section 1(c).

(i) Any contract or subcontract that for a term of more than three (3) years (including renewals and extensions), is hereinafter referred to as a “**Long Term Subcontract**”. Each such Long Term Subcontract shall not exceed seven (7) years and shall be submitted to the County in advance for the County’s approval. No such Long Term Subcontract shall be valid unless approved in writing by the County in advance, and in all cases, no Long Term Subcontract shall extend beyond the term of this Agreement. Each Long Term Subcontract shall include a

provision that the subcontractor shall not be permitted to further subcontract without the County's approval;

(ii) Any contract or subcontract that is not a Long Term Subcontract is a **"Short Term Subcontract"**. No Short Term Subcontract shall extend beyond the term of this Agreement, and each Short Term Subcontract shall include a provision that the subcontractor shall not be permitted to further subcontract without the County's approval. Each Short Term Subcontract shall include the standard provisions approved by the County set forth in Exhibit 2; provided, that any Short Term Subcontract (x) with a contractor or subcontractor that does not provide services on the Grand Park premises and/or (y) that requires payment by PACLAC of \$500 or less in the aggregate shall not be required to include the "Required Insurance Provisions" set forth in Exhibit 2. Any material change in such provisions in any Short Term Subcontract shall be submitted to the County for its approval.

Section 2. Maintenance Obligations.

(a) Scope of Maintenance Obligations. PACLAC shall not be responsible for maintenance, operation or other services related to (i) the interior of the premises currently occupied and operated by Starbucks; (ii) any other third party concessions within Grand Park not operated by PACLAC or a subcontractor thereof; or (iii) the interior of structures operated by the County, such as the interior of garage-level access elevator shafts, escalators and stairwells, except that PACLAC shall be responsible for both interior and exterior maintenance of the Grand Park restrooms, including the restroom adjacent to the property currently occupied by Starbucks, and the park-level access elevator adjacent to Grand Avenue which does not access the garage levels. The interiors, where applicable, and exteriors of all structures and features on the premises are to be maintained by PACLAC including but not limited to plazas, restrooms, fountains and water features, statues, artwork and flag poles, signage, audio, and lighting fixtures, monuments, plaques and memorial features, benches and other seating, tables, and refuse disposal and re-cycling containers. The intent of these provisions is to require PACLAC maintenance and operations of Grand Park at every location and in every instance not specifically reserved to the County by this Agreement. Any specific questions on the application of this requirement will be determined by consultation with the County Chief Executive Officer (the "CEO").

(b) Non-Routine Maintenance Obligations. Notwithstanding any provision of this Agreement to the contrary, PACLAC shall not be responsible for Non-Routine Maintenance of Grand Park. For purposes of this Agreement, **"Non-Routine Maintenance"** means: (i) any item of maintenance that is not generally required to be performed more than once every five (5) years; (ii) any necessary or desirable Capital Improvement; or (iii) any Emergency Maintenance. Non-Routine Maintenance may be performed by the County or on behalf of the County by third parties. For the purposes of this Agreement, **"Capital Improvement"** means any substantial addition, renovation or significant upgrade of or to Grand Park. For the purposes of this Agreement, **"Emergency Maintenance"** means the least amount of any immediate unplanned material repairs or replacements to the existing structures and features on the premises of Grand Park which, if not fixed, would pose an immediate health, safety, or security threat to the public or major damage to Grand Park, or would reasonably be expected to cause a material delay in or cancellation of any event or program to be presented at Grand Park. PACLAC shall notify the County in writing of the need for any required Emergency Maintenance within forty-eight (48) hours after learning of the need

for the same. Any desired or necessary Non-Routine Maintenance to Grand Park during the term of this Agreement shall be subject to the prior written consent of the County and a separate agreement between the parties hereto; provided, however, that if PACLAC reasonably determines that obtaining prior written consent for any particular Emergency Maintenance is not practicable because of the urgency of the underlying emergency, PACLAC shall nevertheless provide notice thereof to the County as set forth above, and following such notice, proceed to perform such Emergency Maintenance. The costs and expenses actually incurred by PACLAC for any Emergency Maintenance it performs (the “**Emergency Maintenance Costs**”) shall be paid for, first, by application of any insurance proceeds available to PACLAC from the insurance that PACLAC is required to maintain pursuant to Section 14 below. If PACLAC incurs Emergency Maintenance Costs in any fiscal year in excess of the available insurance PACLAC may request reimbursement for the same from the County, which request shall be subject to the County’s approval pursuant to the applicable County approval process; provided, however, that such request shall be submitted to the County in writing, within ninety (90) days after such Emergency Maintenance Costs were incurred; otherwise PACLAC shall be deemed to have waived any right to request or receive reimbursement for the same.

(c) Maintenance Standards. PACLAC shall maintain Grand Park in a manner satisfactory to the County. Without limiting the foregoing, PACLAC shall keep Grand Park in reasonably clean condition and the facilities and features therein shall be maintained in a condition which will allow the continued use of Grand Park for the purposes for which it is intended and will be kept in a condition satisfactory to the County.

Section 3. Park Programming and Programming Rent.

(a) Programming. PACLAC shall schedule programs and events to access a broad spectrum of Grand Park visitors. Grand Park will be operated to include both formally-scheduled active and passive uses which attract visitors for a scheduled event, display or performance, and informal, unscheduled active and passive uses including but not limited to walking, jogging, reading and informal picnicking. Grand Park programming shall include a variety of seasonal, cultural, entertainment and year round events to activate the Grand Park. Programming shall be provided so that certain events will be free with broad public appeal.

(b) In connection with the programs and events not included in the budget as set forth in Section 7 that are produced or presented by PACLAC or its permitted licensees, rent (the “**Programming Rent**”) shall be accounted for as follows:

(i) if such programs and events are produced and presented by PACLAC, PACLAC shall account for the Programming Rent in a separate ledger account (the “**Public Program Account**”);

(ii) if such programs and events are produced and presented by a permitted licensee of PACLAC (the “**Programming Licensee**”), such Programming Licensee shall pay the Programming Rent to PACLAC and said rent shall be accounted for in the Public Program Account; and

(iii) PACLAC and the County agree that all Programming Rent accounted for in the Public Program Account will be applied to the County's budgeted amounts for rental income in the agreed budget as set forth in Section 7 (the "**Rental Income Budget Amount**"). Once the Rental Income Budget Amount, which is a minimum revenue amount, has been satisfied in full, the remaining Programming Rent accounted for in the Public Program Account shall be used to fund additional free programming within Grand Park. Should the minimum revenue amount not be achieved, the County and PACLAC will make necessary adjustments to remain within the approved budget.

(c) Programming Rent Schedule. Exhibit 3 attached hereto sets forth the current schedule of Programming Rent (the "**Programming Rent Schedule**"). PACLAC may make updates to such Programming Rent Schedule with the prior written approval of the County.

(d) Private Events. There may be a limited number of private events that generate revenue to fund additional free programming within Grand Park.

(e) Sponsorships. In the event that sponsorship revenue in any fiscal year exceeds the amount of sponsorship revenue identified in the budget for such fiscal year as set forth in Section 7, fifty percent (50%) of such excess sponsorship revenue shall reduce on a dollar-for-dollar basis the amount owed to PACLAC by the County in accordance with Section 6, and the remaining fifty percent (50%) shall be used by PACLAC to fund additional free programming within Grand Park.

Section 4. Coordination Required.

(a) Law Enforcement. The parties hereto acknowledge and agree that Law Enforcement Agencies may from time to time unilaterally exercise their authority to provide security services to Grand Park and that the parties hereto will coordinate in good faith to address the costs associated with such security services in the budget process set forth in Section 7.

(b) First Amendment Activities. The parties hereto acknowledge and agree that certain individuals and groups may utilize Grand Park to exercise their rights under the First Amendment of the U.S. Constitution without entering into an agreement with PACLAC for the use of Grand Park ("**First Amendment Activities**"). The County acknowledges and agrees that it shall bear the costs associated with Law Enforcement Agencies providing security services for such First Amendment Activities and that such costs shall not be passed through to PACLAC.

(c) Agencies and Departments. The parties hereto acknowledge and agree that Grand Park operates within and engages with a broad civic neighborhood that requires cooperation and coordination with other city, county and municipal agencies and departments (including the Los Angeles Department of Transportation).

Section 5. Parking Coordination.

PACLAC will coordinate the use of County garages for supplemental park parking with the County, and may have access, in the County's discretion for this purpose, to County Parking Lots Upper 18 and Lot 10. PACLAC is expected to make use of other lots in the area, both public and private in planning for and operating Grand Park and PACLAC shall include in all its public

information on Grand Park visits and events, directions on using public transit access to Grand Park, including bus, rail and shuttle services.

Section 6. Payment for Services.

PACLAC shall provide the services set forth in this Agreement at the sole cost and expense of the County in accordance with and not to exceed the amounts budgeted by the County for PACLAC for such purposes except as otherwise set forth in Section 4(b). Payment shall be made in accordance with procedures agreed to by the County's Chief Executive Officer and PACLAC. PACLAC shall retain and upon request provide copies of invoices and records pertaining to such costs for such services. Unless otherwise mutually agreed, the County shall advance to PACLAC fifty percent (50%) of the amount budgeted for this purpose on or before each of July 31 and December 31 of each fiscal year or 30 days after the receipt of invoice from PACLAC, whichever is later. PACLAC will provide the County with such documentation to support the payment of such costs as described in the Budget Process provisions herein and as requested by the County at the time the County considers PACLAC's Budget Proposal for the immediately ensuing fiscal year. County may withhold payment if PACLAC is delinquent in submitting any required reports or documents as required in this Agreement.

Section 7. Budget Process

(a) Budget Proposal. Unless otherwise instructed by the County, PACLAC shall operate the Grand Park on the basis of a July 1 to June 30 fiscal year. Beginning with January, 2022, on or before January 30 of each fiscal year during the term of this Agreement, PACLAC will provide a written estimate of the funds required during the ensuing fiscal year for PACLAC to provide the services required by this Agreement (the "**Budget Proposal**"). The Budget Proposal shall include line item expenditures by service type.

(b) Budget Agreement; Excess Expenditures. On or before May 15 of each such year, the County's CEO shall advise PACLAC whether that Budget Proposal, or portion thereof, as mutually agreed with the CEO, will be included in the County Budget for the ensuing fiscal year and PACLAC may begin contracting for the first quarter of the next fiscal year in reliance on such advisement. On or before June 30 of each such year, the County's CEO shall advise PACLAC of the amount adopted in the recommended County Budget. During any fiscal year, PACLAC shall not expend any amount, or incur any obligation in connection with its services under this Agreement in excess of the total expenditures provided for in the budget adopted for that purpose by the County for such fiscal year without the express prior written approval of the County; provided that no such prior written approval shall be required to incur expenditures that will be paid for with revenue earned by PACLAC under this Agreement. By September 30 of each Fiscal Year during the term of this Agreement, PACLAC will provide a report in a format that is acceptable to the County CEO of the prior fiscal year's budget and programming costs. The report shall include line item expenditures by service type, vendor name, amount budgeted and amount expended.

(c) Insufficient Funds. In the event the County does not include PACLAC's budget as mutually agreed with the CEO, in the County budget for any fiscal year during the term of this Agreement, PACLAC will use its reasonable best efforts to perform its required services for the

Grand Park in accordance with the standards set out in this Agreement using the amount of funds allocated in the County budget for that purpose. If despite use of its reasonable best efforts PACLAC is not able to meet those standards during any year because of the insufficient funding by the County, PACLAC shall not be deemed to be in default of its obligations to maintain and operate Grand Park to those standards. PACLAC's reasonable best efforts are required to include consultation with County staff to minimize adverse impacts on Grand Park infrastructure and public use from any such insufficiency of funds. Notwithstanding the foregoing, the County shall provide sufficient funds for PACLAC to satisfy all obligations that will come due during the applicable fiscal year under contracts that have been entered into by PACLAC in compliance with the terms of this Agreement.

(d) Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, if the County Board of Supervisors fails to appropriate funds to pay for the provision of any services or the provision of one or more particular services to be rendered by PACLAC under this Agreement, then PACLAC will have no further obligation hereunder to provide or to contract for provision of such services until such time as funds may be appropriated for such purpose by the County Board of Supervisors.

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

Section 8. General Standards of Operation and Maintenance.

During the term of this Agreement, and subject to the County's controls and applicable law, and other limitations set forth herein, PACLAC shall comply with the following separate, distinct and cumulative standards in the operation and maintenance of Grand Park:

(a) Punctual Payment. Subject to the County's payment obligations provided herein, PACLAC shall duly and punctually pay or cause to be paid all of the obligations it incurs in connection with the operation, maintenance and repair of Grand Park in strict conformity herewith.

(b) Discharge Claims; Impositions. Subject to the County's payment obligations provided herein, PACLAC shall, discharge or provide for the discharge of all claims which it has authorized or incurred for labor, materials, and supplies, furnished for or in connection with Grand Park.

(c) Compliance with Laws and Legal Requirements. PACLAC shall operate and maintain Grand Park in conformance with and abiding by all municipal and the County ordinances, and all state and federal laws and regulations insofar as any of them are applicable. In the event

permits and/or licenses are required for the services required by this Agreement to be performed or caused to be performed by PACLAC, the same must be first obtained from the applicable regulatory agency. The County shall cooperate with PACLAC in identifying and obtaining any such necessary approvals applicable to Grand Park and PACLAC shall require all of its agents, employees, contractors, sublessees, licensees and concessionaires if any, using or providing services to, for or in Grand Park to conform to and comply with all legal requirements applicable to Grand Park.

(d) Non-discrimination. PACLAC herein covenants for itself its successors and assigns and all persons claiming through them that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, age, physical handicap, medical condition, sex, marital status, sexual preference, gender expression, gender identity, national origin or ancestry in the maintenance, operation and programming of Grand Park. Neither PACLAC nor any person claiming under or through it shall establish or permit such practice of discrimination or segregation with respect to the selection, location, number use or occupancy of vendees, concessionaires, permittees on Grand Park. PACLAC agrees to include in any sub-agreement or other contract it enters with respect to Grand Park a covenant to the same effect as the covenants set forth in this Section 8(d).

(e) Operation. PACLAC shall operate and maintain Grand Park efficiently and economically and the County and PACLAC shall cooperate to that end.

(f) Salaries. All salaries, fees, wages and compensation paid by PACLAC in connection with the services to be provided for Grand Park pursuant to this Agreement shall be reasonable, and no more persons shall be employed or contracted than are necessary. A breakdown of such salaries wages and compensation will be made available upon the written request of the County.

(g) Enforcement of Rules. PACLAC shall enforce the rules and regulations which shall be established as provided herein governing the maintenance and operation of the Grand Park.

Section 9. County Controls.

PACLAC's performance of this Agreement shall be subject to the following separate, distinct and cumulative controls throughout the term of this Agreement:

(a) Concession Approval. Any contract (including, without limitation, subleases, licenses or other agreements) of any duration for any exclusive concession for any food or beverage operation or that otherwise requires the installation of a permanent fixture at Grand Park in connection with any food or beverage operation, shall be subject to the mutual advance approval of PACLAC and the County, except to the extent that Starbucks has exclusive rights during the term of its concession agreement in specified areas of Grand Park. PACLAC acknowledges that the County has provided PACLAC with a copy of the Amended and Restated Concession Agreement By and Between the County and Starbucks Corporation approved in 2011 (the "**Starbucks Agreement**"). The parties acknowledge that, upon the termination or expiration of

the Starbucks Agreement, PACLAC and the County shall mutually approve any contract for the concession of food and beverage operations in place of the expired Starbucks Agreement.

(b) Block 4 Development. The parties agree (i) to discuss in good faith the development of Block 4 of Grand Park and (ii) that PACLAC may submit agreements for exclusive concessions for food and beverage operations or that otherwise requires the installation of a permanent fixture to be located in Block 4 of the Grand Park for the County's approval. In the event any such agreement requires the County's approval and is so approved by the County, fifty percent (50%) of the amount of any revenue received by PACLAC in connection with such agreement shall reduce on a dollar-for-dollar basis the amount owed to PACLAC by the County in accordance with Section 6, and the remaining fifty percent (50%) shall be used by PACLAC for Grand Park programming.

(c) Rules and Regulations. The rules and regulations governing the day to day operation and maintenance of Grand Park, including any appropriate rules for special events, consistent with all applicable legal requirements, that are currently in effect are attached hereto as Exhibit 4. No changes to such rules and regulations will be implemented by PACLAC without County approval.

(d) Quality Assurance. The provision of goods, services and merchandise to the public of quality comparable to those provided by the Music Center is of prime concern to the County. Therefore PACLAC agrees to operate and maintain Grand Park in a manner comparable to the Music Center. For any food or beverage services, PACLAC will ensure that the service is maintained at an "A" or otherwise highest applicable rating from the County Health Department or any other appropriate regulatory agency.

Section 10. Utilities.

As provided herein, the County will pay or cause to be paid when due all service charges for gas, water, sewer, electricity, heat, power and all other utilities or services used rendered or supplied to, upon, or in connection with Grand Park except for (i) telephone, television, Internet, or other communication services and (ii) such utilities used by concessions for food and beverage operations that require the installation of a permanent fixture at Grand Park. These excluded costs shall be included by PACLAC in the annual Budget Proposal submitted to the County.

Section 11. Records and Accounts/Records Retention.

PACLAC shall keep proper books of records and accounts in which complete and correct entries shall be made of all transactions relating to the services provided by PACLAC in connection with Grand Park. Within ten (10) calendar days of the County representative's written request, PACLAC shall allow the County access to financial and program records during regular business hours at any place PACLAC keeps those records. Records required by this Agreement are to be kept and may be audited for a minimum of five (5) years.

Section 12. Payment of Taxes.

Permits and Licenses. PACLAC shall pay all taxes and impositions of whatever character may be levied or charged on PACLAC's equipment or other property on Grand Park or upon

PACLAC's operations under this Agreement, including, without limitation any amusement, excise or sales tax or other tax however computed. PACLAC shall also obtain and pay for all other licenses or permits necessary or required by law for the conduct of its operations under this Agreement.

Section 13. Access and Restrictions.

PACLAC may grant access to the portions of Grand Park for which it is performing services under this Agreement to its employees, agents, consultants and contractors. It is understood and agreed that PACLAC may re-key certain areas of Grand Park and restrict access to third parties in accordance with its customary practice and applicable regulations for facilities for which PACLAC has maintenance and security responsibilities. At all times the County's CEO must have access to the Grand Park and its facilities.

Section 14. Indemnity and Insurance.

(a) **Mutual Indemnity:** PACLAC shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("**County Indemnitees**") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. The County shall indemnify, defend and hold harmless PACLAC its employees, agents and volunteers ("**PACLAC Indemnitees**") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the PACLAC Indemnitees.

(b) General Insurance Requirements. Without limiting PACLAC's indemnification of the County, and during the term of this Agreement and until all of its obligations pursuant to this Agreement have been met, PACLAC shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Required Insurance of this Agreement. These minimum insurance coverage terms, types and limits (the "**Required Insurance**") also are in addition to and separate from any other obligation imposed upon PACLAC pursuant to this Agreement, but nothing in this Agreement prevents PACLAC from including this cost in its annual budget submission to the County. The County in no way warrants that the Required Insurance is sufficient to protect the PACLAC for liabilities which may arise from or relate to this Agreement.

(c) Evidence of Coverage and Notice to the County: Certificates of insurance coverage ("**Certificates**") satisfactory to the County, and a copy of an additional insured endorsement confirming the County and its Special Districts, elected officials, officers, agents, employees, counsel, consultants and volunteers (collectively, "**Agents**") has been given insured status under PACLAC's general liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement. Renewal Certificates shall be provided to the County not less than ten (10) days prior to PACLAC's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of PACLAC identified in this Agreement.

Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by PACLAC, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Chief Executive Office
750 Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Operations Budget Analyst

(d) Notice of Claims: PACLAC also shall promptly report to the County any injury or property damage accident or incident, including any injury to a PACLAC employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to PACLAC. PACLAC also shall promptly notify the County of any third party claim or suit filed against PACLAC or any of its sub-contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against PACLAC and/or the County.

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

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

(g) Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

(h) PACLAC's Insurance Shall Be Primary: PACLAC's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to PACLAC. Any County maintained insurance or self-insurance coverage shall not contribute to any PACLAC coverage.

(i) Waivers of Subrogation: To the fullest extent permitted by law, the PACLAC hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Agreement. PACLAC shall require its insurers to execute any waiver of subrogation endorsements that may be necessary to affect such waiver.

(j) Sub-Contractor Insurance Coverage Requirements: PACLAC shall include all sub-contractors (which, for the avoidance of doubt, shall not include vendors and licensees) as insureds under PACLAC's own policies, or shall provide County upon County's written consent with each sub-contractor's separate evidence of insurance coverage. PACLAC shall be responsible for verifying each sub-contractor complies with the Required Insurance provisions herein, and shall require that each sub-contractor such sub-contractor name the County and PACLAC as additional insureds on the sub-contractor's General Liability policy. PACLAC shall obtain County's prior review and approval of any sub-contract request for modification of the Required Insurance.

(k) Deductibles and Self-Insured Retentions (SIRs): The County retains the right to require PACLAC, at the County's expense, to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing PACLAC's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(l) Application of Excess Liability Coverage: PACLAC may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

(n) Alternative Risk Financing Programs: The County reserves the right to review, and then approve, PACLAC use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

(o) County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

Required Insurance

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

B. Automobile: Automobile liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of PACLAC's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers' Compensation; Employer's Liability: Workers' compensation and employers' liability insurance or qualified self-insurance satisfying statutory requirements, which includes employers' liability coverage with limits of not less than \$1 million per accident. If PACLAC will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to PACLAC's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law

D. Property Coverage: PACLAC shall carry coverage at least as broad as that provided by the ISO special causes of loss form (ISO policy form CP 10 30), excluding earthquake and including flood and ordinance or law coverage. The County and its Agents shall be named as an additional insured and loss payee on PACLAC's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value and real property and all other personal property shall be insured for their full replacement value, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less.

Section 15. Term and Termination.

(a) Term. The term of this Agreement (the "Term") shall commence on July 1, 2021 (the "**Commencement Date**"), and end at 11:59 P.M. on June 30, 2031 (the "**Expiration Date**"), unless terminated earlier as provided in this Agreement. Notwithstanding the foregoing, the Term shall renew for up to two (2) additional ten (10) year periods (each a "**Renewal Term**") (for an aggregate Term of thirty (30) years) unless PACLAC or the County provides written notice to the

other of its intent not to renew no more than thirty-six (36) and no less than twenty-four (24) months prior to the expiration of the then-existing Term or Renewal Term.

(b) Termination by County.

(i) The following shall constitute events of default hereunder by PACLAC and a breach of this Agreement (each of which is referred to herein as a **“PACLAC Event of Default”**):

(A) PACLAC’s assignment of its interest under this Agreement (or any portion thereof) in contravention of Section 26;

(B) PACLAC’s failure to obtain or maintain any of the insurance coverage required to be maintained pursuant to Section 14, and shall fail to obtain such insurance within fifteen (15) business days after PACLAC’s receipt of written notice from the County, which notice must specifically state that if PACLAC shall not procure such insurance coverage within fifteen (15) business days after PACLAC’s receipt of such notice, then the County may procure such insurance coverage on PACLAC’s behalf;

(C) if it is found that consideration, in any form (including without limitation cash, discounts, service, the provision of travel or entertainment, or tangible gifts), was offered or given by PACLAC, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to PACLAC’s performance pursuant to this Agreement (and PACLAC shall immediately report any attempt by a County officer or employee to solicit such improper consideration, which report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861);

(D) PACLAC is or becomes insolvent, provided that PACLAC shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not PACLAC is insolvent within the meaning of the Federal Bankruptcy Code;

(E) the filing of a voluntary or involuntary petition regarding PACLAC under the Federal Bankruptcy Code;

(F) the appointment of a Receiver or Trustee for PACLAC;

(G) the execution by PACLAC of a general assignment for the benefit of creditors.

(H) PACLAC's failure to perform or comply with any of the agreements, terms, covenants or conditions hereof on PACLAC's part to be performed or complied with hereunder;

(I) PACLAC's violation of Section 31(c) of this Agreement;

(J) PACLAC's failure to comply with the provisions of Section 31(d);

(K) PACLAC's failure to undertake the improvements/corrective action measures determined by the Board of Supervisors in accordance with Section 31(k);

(L) PACLAC's failure to comply with any of the provisions of Section 31(y);

(M) the County, the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission determines that PACLAC violated any provision of Section 31(s) or Federal or State anti-discrimination laws or regulations;

(N) Failure on the PACLAC or any County Lobbyist or County Lobbying firm as defined in County Code in County Code Section 2.160.010 retained by PACLAC to fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160;

(O) PACLAC's violation of Section 31(jj);

(P) PACLAC's failure to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program as set forth in Section 31(i); and

(Q) PACLAC's failure to maintain compliance with the requirements set forth in Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program as set forth in Section 31(j);

provided, however, that with respect to the provisions set forth in Sections 15(b)(i)(H) through (Q), such non-performance or noncompliance shall constitute a PACLAC Event of Default only if it continues for a period of sixty (60) days after PACLAC's receipt of written notice from the County or, if such performance cannot reasonably be completed within such sixty (60) day period, then, subject to force majeure events, PACLAC shall not have commenced such performance in good faith within such sixty (60) day period or shall not diligently and continuously proceed therewith to completion of such performance within a reasonable period after its receipt of the aforementioned written notice.

(ii) Upon the occurrence of a PACLAC Event of Default, the County shall have the right to terminate this Agreement by giving written notice of such termination to PACLAC, which notice shall specify the PACLAC Event of Default claimed and the date for termination,

and upon such date this Agreement shall terminate, as if the date of termination were the expiration date of the term of this Agreement.

(iii) After receipt of a notice of termination in accordance with this Section 15(b), and except as otherwise directed by the County or as reasonably necessary to cure the default giving rise to such notice of termination, PACLAC shall stop work under the Agreement on the date and to the extent specified in the notice and complete performance of such part of the work, if any, as shall not have been terminated by such notice.

(c) Termination by PACLAC. PACLAC may terminate this Agreement at any time in the event of the County's material failure to perform or comply with the terms and conditions required hereunder that remains uncured for a period of sixty (60) days after the County's receipt of written notice from PACLAC; provided that if such performance cannot reasonably be completed within such sixty (60) day period, PACLAC may terminate this Agreement in accordance with this Section 15(c) if the County shall not have commenced such performance in good faith within such sixty (60) day period.

(d) Assignment to County. Upon termination or expiration of this Agreement, if requested by the County, PACLAC further agrees to assign to the County and/or to an entity designated by the County, and to obtain the consent to such assignment of any subcontractor or concessionaire, of any contract with PACLAC for any services for Grand Park contracted by PACLAC and to otherwise cooperate to facilitate a smooth transition of services.

(e) No Post-Termination Payments. PACLAC shall have no claim against the County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by PACLAC after the expiration or other termination of this Agreement. Should PACLAC receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from PACLAC. This provision shall survive the expiration or other termination of this Agreement.

(f) Remedies Cumulative. The County and PACLAC may employ, either during or after performance of this Agreement, any right of recovery such party may have against the other party by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County and PACLAC under this Agreement are, are not exclusive and are cumulative with any and all other rights and remedies under this Agreement, at law or in equity.

Section 16. Jurisdiction.

Grand Park is a County owned park determined by the Board of Supervisors to be operated pursuant to this Agreement and applicable law, including County ordinances, by the County's Chief Executive Officer and not by the County Director of Parks and Recreation.

Section 17. Days and Hours of Operation.

Grand Park may be operated between the hours determined by the County CEO and pursuant to the County Code, which may include modified hours for special events and

programming, or for other reasons related to the maintenance and operations of Grand Park. Notwithstanding the foregoing, PACLAC may use its reasonable judgment to modify the hours of operation of Grand Park to accommodate events and programming that would otherwise occur outside of the hours of operation determined by the County CEO in accordance with this Section 17.

Section 18. Publicity Promotions and Marketing.

PACLAC will provide as part of its Budget Proposal plans for appropriate marketing, promotions and publicity for Grand Park and its events, activities and programming to activate the park, including but not limited to development and maintenance of a dedicated website (either standalone or within PACLAC's website) for the Grand Park activities, events and programming.

Section 19. Operating Memoranda.

It is recognized that (a) the operation, maintenance, programming and fund raising for Grand Park will require a close degree of cooperation between PACLAC and the County; (b) that experience will demonstrate changes that will be required in the methods of accomplishing these purposes and a certain degree of flexibility will be required; and (c) to preserve flexibility, certain items have been covered in this Agreement in general terms only with the understanding that details may be set forth in operating memoranda to be entered into from time to time between PACLAC and the County to supplement this Agreement. Each operating memorandum shall be approved in writing by the authorized representatives of PACLAC and the County and shall become a part hereof and may be changed and amended from time to time.

Section 20. Filming.

All requests for filming at the Grand Park will be administered by PACLAC consistent with the procedures for photo shoots and filming at the Music Center, except that all fees for filming and photo shoots will be deposited in the Public Program Account to fund additional free programming within Grand Park.

Section 21. Condition of the Property.

PACLAC shall accept Grand Park, including its improvements, in its "as is" condition as of the Commencement Date. As of the Commencement Date, neither PACLAC nor the County has any actual knowledge of any soil condition or subsurface fault or the presence of any hazardous materials at, upon, under or within the Grand Park (except that of an underground storage tank, and existing transite and asbestos covered pipes).

Section 22. Coordination with County Non-routine Maintenance and Capital Projects.

PACLAC shall be required to cooperate with County scheduled Non-Routine Maintenance and any future capital projects at the Grand Park. The County will give reasonable notice when feasible of such work and will minimize the impact on Grand Park use and programming to the extent reasonably practical to do so.

Section 23. County Right of Use/Programming.

County specifically reserves to itself the right to program and provide for events at Grand Park in addition to the approved annual program from PACLAC and will coordinate those events with PACLAC; provided that the County shall fully fund the entirety of such events including the payment of rent in accordance with the Programming Rent Schedule.

Section 24. Event Broadcast Rights in Multimedia.

PACLAC may contract for and otherwise permit performances produced and/or presented by PACLAC or its permitted licensees at Grand Park to be broadcast by radio, cable or television, Internet, or any other means which may be used to transmit such performances for viewing and/or listening at other locations or to be filmed, taped, transcribed or otherwise recorded for such broadcasting and transmission. PACLAC accepts full liability for any such broadcast or recording and PACLAC agrees to indemnify, defend and save harmless the County from any and all loss, claims, damage or expense arising from such broadcast or recording.

Section 25. Intellectual Property Rights.

(a) Use of Marks. The County hereby grants to PACLAC a non-exclusive, royalty-free, worldwide license to use the name “Grand Park” and any associated logos and derivative marks (“**Marks**”) in connection with its performance of the duties specified herein. Any permitted use by PACLAC of the Marks shall be strictly in accordance with the standards established by the County, including for any established logo-type to be used in conjunction with the Marks, if any. Except as otherwise expressly provided herein, nothing in this Agreement is intended to convey to PACLAC any ownership rights, intellectual property rights or other rights in the Marks, and ownership of all such Marks shall remain the property of the County. PACLAC shall not grant the right to third parties to use the Marks without the prior written approval from the County, unless the grant of the right to use the Marks is provided to a third party that executes a Short Term Subcontract and is limited to use in connection with such Short Term Subcontract for promoting events at Grand Park. PACLAC shall be responsible for reviewing and approving such uses of the Marks to ensure the uses are consistent with the standards established by the County, and that the Marks are not used in a manner that is illegal, derogatory, or offensive, or in a manner which disparages, harms, or negatively impacts County’s reputation or image.

(b) Promotional and Advertising Materials. The County reserves the right to refuse to allow for the dissemination of any promotional or advertising materials, or announcement or portion thereof, if the County reasonably and in good faith determines that the same is of substandard technical quality or not in conformity with generally accepted standards of good taste in the community; provided, however, that in any such event, the County shall give notice to PACLAC at the earliest possible time stating the reason for such refusal or interruption or cessation. PACLAC further agrees that any promotional or advertising materials prepared or developed by PACLAC and its agents under this Agreement, shall become the property of the County without restriction and limitation on their use and shall be made available upon written request to County at any time. The County shall have the right to use, duplicate, modify or disseminate such materials, in whole or in part, in any manner whatsoever, and to have or permit others to do so. PACLAC shall agree to grant to the County and its Board, agents, and employees

acting within the scope of their official duties, a royalty-free license to publish, transmit, translate, reproduce, deliver, and use as they deem fit, any such materials prepared in conjunction with the performance of this Agreement. To the extent these materials include copyrighted matter of any third party, no such matter may be used without the written permission of the copyright owner for PACLAC and the County to use such matter in the manner described herein.

Section 26. Prohibition on Assignment/Transfers.

There may be no transfers or assignments of some or all of PACLAC's interest or obligations under this Agreement without the prior written approval of the County, which approval is in the County's sole discretion. Any such unapproved transfers or assignments are void.

Section 27. Maintenance of 501(c)(3) status.

PACLAC hereby covenants that PACLAC will take all actions required to maintain its 501(c)(3) status, and that PACLAC will not take any actions that would threaten PACLAC's status as a 501(c)(3) organization.

Section 28. Limitation on Liability.

No member, official, officer, director, agent, representative or employee of PACLAC or the County shall be personally liable to any party in the event of any default or breach of this Agreement or for performance of any obligation or payment which shall become due or owing hereunder.

Section 29. Delegation of Approvals and Consents.

Except as otherwise expressly provided herein, and except for the approval of any amendment modifying the Agreement term, or exercise of the option or discretionary termination of the Agreement itself, all approvals and consents of the County required pursuant to this Agreement shall be valid if given or taken by the CEO or such other person as the CEO may designate on behalf of the County, and shall be deemed binding on the County and similarly, all approvals and consents of PACLAC required pursuant to this Agreement shall be valid if given or taken by the Executive Vice President/Chief Operating Officer, or such other person as the Executive Vice-President/Chief Operating Officer may designate on behalf of PACLAC and shall be deemed binding on PACLAC.

Section 30. Notices — County Approval.

Any notice, request, consent, or approval which either party hereto is required or permitted to give or cause to be given to the other shall be in writing and shall be delivered or addressed to such other party at the address set forth below or to such other address as that party may from time to time direct by notice given in the manner herein prescribed, and such notice, request, consent or approval shall be deemed to have been given or made which communicated by personal delivery or by independent courier service or by confirmed facsimile transmission, or if by mail then the earlier to occur of when actually received or on the third (3rd) business day after the deposit thereof in the United State Mail in Los Angeles County, California, postage prepaid, registered or certified,

addressed as hereinafter provided. All notices, requests, consents and approvals shall be addressed as follows:

If to the County: County of Los Angeles
713 Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Chief Executive Officer

With a copy to: County of Los Angeles
648 Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: County Counsel

If to PACLAC Performing Arts Center of Los Angeles County
135 North Grand Avenue
Los Angeles, California 90012
Attention: Executive Vice President/Chief Operating Officer
Facsimile Number: (213) 972-7323

Section 31. County Requirements.

(a) Compliance with Applicable Law. PACLAC shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives. PACLAC shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of PACLAC or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

(b) Compliance with Civil Rights Laws. PACLAC hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. PACLAC shall comply with Exhibit 5 - Contractor's EEO Certification.

(c) Compliance with the County's Jury Service Program

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

(ii) Unless PACLAC has demonstrated to the County's satisfaction either that PACLAC is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that PACLAC qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), PACLAC shall have and adhere to a written policy that provides

that its Employees shall receive from PACLAC, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with PACLAC or that PACLAC deduct from the Employee's regular pay the fees received for jury service.

(iii) For the purposes of this Section 31(c) "**Contractor**" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "**Employee**" means any California resident who is a full-time employee of PACLAC. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) PACLAC has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If PACLAC uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Section 31(c). The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(iv) If PACLAC is not required to comply with the Jury Service Program when this Agreement commences, PACLAC shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and PACLAC shall immediately notify the County if PACLAC at any time either comes within the Jury Service Program's definition of "Contractor" or if PACLAC no longer qualifies for an exception to the Jury Service Program. In either event, PACLAC shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Agreement and at its sole discretion, that PACLAC demonstrate to the County's satisfaction that PACLAC either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that PACLAC continues to qualify for an exception to the Jury Service Program.

(v) In the event of PACLAC's material breach of this Section 31(c), County may, in its sole discretion, terminate this Agreement in accordance with Section 15(b)(i)(I) and/or bar PACLAC from the award of future County contracts for a period of time consistent with the seriousness of the breach.

(d) Conflict of Interest.

(i) No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by PACLAC or have any other direct or indirect financial interest in this Agreement. No officer or employee of PACLAC who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

(ii) PACLAC shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. PACLAC warrants that it is not now aware of any facts that create a conflict of interest. If PACLAC hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

(e) Consideration of Hiring County Employees Targeted for Layoff / or Re-Employment List. Should PACLAC require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, PACLAC shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

(f) Consideration of Hiring GAIN/GROW Participants. Should PACLAC require additional or replacement personnel after the effective date of this Agreement, PACLAC shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet PACLAC's minimum qualifications for the open position. For this purpose, consideration shall mean that PACLAC will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. PACLAC shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

(g) Contractor Responsibility and Debarment.

(i) A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

(ii) PACLAC is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of PACLAC on this or other contracts which indicates that PACLAC is not responsible, the County may, in addition to other remedies provided in this Agreement, debar PACLAC from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts PACLAC may have with the County.

(iii) The County may debar PACLAC if the Board of Supervisors finds, in its discretion, that PACLAC has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on PACLAC's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a

pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(iv) If there is evidence that PACLAC may be subject to debarment, the Department will notify PACLAC in writing of the evidence which is the basis for the proposed debarment and will advise PACLAC of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(v) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. PACLAC and/or PACLAC's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether PACLAC should be debarred, and, if so, the appropriate length of time of the debarment. PACLAC and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

(vi) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

(vii) If PACLAC has been debarred for a period longer than five (5) years, PACLAC may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that PACLAC has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

(viii) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) PACLAC has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

(ix) These terms shall also apply to subcontractors of County Contractors.

(h) Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. PACLAC acknowledges that the County places a high priority on the implementation

of the Safely Surrendered Baby Law. PACLAC understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. PACLAC will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

(i) Contractor's Warranty of Adherence to County's Child Support Compliance Program. PACLAC acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the PACLAC's duty under this Agreement to comply with all applicable provisions of law, PACLAC warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

(j) Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program. PACLAC acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless PACLAC qualifies for an exemption or exclusion, PACLAC warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

(k) County's Quality Assurance Plan. County or its agent will evaluate PACLAC's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing PACLAC's compliance with all terms of this Agreement and performance standards. PACLAC deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and PACLAC. If improvement does not occur consistent with the corrective action measures, County may impose other penalties as specified in this Agreement.

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

(m) Employment Eligibility Verification.

(i) PACLAC warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. PACLAC shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. PACLAC shall retain all such documentation for all covered employees for the period prescribed by law.

(ii) PACLAC shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against PACLAC or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

(n) Facsimile Representations. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same contract. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and PACLAC hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 32(d) (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

(o) Fair Labor Standards. PACLAC shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by PACLAC's employees for which the County may be found jointly or solely liable.

(p) Force Majeure.

(i) Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

(ii) Notwithstanding the foregoing, a default by a subcontractor of PACLAC shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both PACLAC and such subcontractor, and without any fault or negligence of either of

them. In such case, PACLAC shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit PACLAC to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tie.

(iii) In the event of PACLAC’s failure to perform arises out of a force majeure event, PACLAC agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

(q) Governing Law, Jurisdiction, and Venue. The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. PACLAC agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which PACLAC agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

(r) Independent Contractor Status.

(i) This Agreement is by and between the County and PACLAC and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and PACLAC. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

(ii) PACLAC shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of PACLAC.

(iii) PACLAC understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers’ Compensation liability, solely employees of PACLAC and not employees of the County. PACLAC shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of PACLAC pursuant to this Agreement.

(s) Nondiscrimination and Affirmative Action.

(i) PACLAC certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

(ii) PACLAC shall certify to, and comply with, the provisions of PACLAC's EEO Certification.

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

(iv) PACLAC certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

(v) PACLAC certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

(vi) PACLAC shall allow County representatives access to the PACLAC's employment records during regular business hours to verify compliance with the provisions of this Section 31(s) when so requested by the County.

(t) Notice of Delays. Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

(u) Dispute Resolution.

(i) Delegates. In the event any dispute arises between PACLAC and the County in connection with their respective obligations hereunder, the notifying party shall provide written notice to the other party of its intent to invoke this Section 31(u)(i) to resolve the dispute and containing a brief statement of the issues concerning the dispute, a brief statement of that party's factual and legal contentions relating to the dispute and any amount claimed. Within ten (10) days after receipt of such written notice, each of the County and PACLAC shall appoint two designated representatives (the "**Delegates**") knowledgeable in the area of the dispute to meet for the purpose of resolving the dispute. The Delegates will meet as soon as reasonably practicable after their appointment as Delegates and negotiations shall continue until the earliest of the date that (i) the dispute is resolved, (ii) either party notifies the other party that negotiations will not result in a mutually acceptable resolution and the dispute shall be submitted to mediation in accordance with clause (b) below or (iii) is forty-five (45) days after the date on which the Delegates first meet, or such time as the parties may otherwise agree.

(ii) Mediation. In the event the dispute is not resolved under Section 31(u)(i), the parties agree that the dispute shall be submitted to the Los Angeles, California Resolution Center of JAMS or other similar alternative dispute resolution organization mutually agreed by the parties (the “**Mediator**”) for mediation by no later than fifteen (15) days after, the parties fail to reach a mutually acceptable resolution described in clause (ii) of Section 31(u)(i) or, the end of the forty-five (45) day period described in clause (iii) of Section 31(u)(i). The parties will cooperate with the Mediator and one another in selecting a mediator from Mediator’s panel of neutrals within fifteen (15) days after submission of the dispute to the Mediator. If the parties are unable to reach a mutual agreement with respect to such mediator, then the Mediator shall appoint a mediator who shall be a retired or former California Superior Court or Federal court judge residing in the Los Angeles, California area. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The parties further agree that each party will bear its own attorneys’ fees and costs for the mediation.

(iii) Litigation. If the parties fail to resolve such dispute by mediation within forty-five (45) days, or as otherwise agreed by the parties, after appointment of the mediator, either party may commence a civil action in the Los Angeles County Superior Court and if there is such an action, the prevailing party is entitled to its reasonable attorneys’ fees and costs, unless the parties agree otherwise.

(iv) Courts. Notwithstanding any term or provision to the contrary contained in this Section 31(u), the parties have recourse at any time to the federal and state courts of California solely for the purpose of obtaining any interim equitable relief (including a preliminary injunction or temporary restraining order) as permitted by the laws of the State of California.

(v) Notice to Employees Regarding the Federal Earned Income Credit. PACLAC shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

(w) Public Records Act.

(i) Any documents submitted by PACLAC; all information obtained in connection with the County’s right to audit and inspect PACLAC’s documents, books, and accounting records pursuant to Section 31(x) of this Agreement; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) if used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction

(ii) In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents

of a proposal marked “trade secret”, “confidential”, or “proprietary”, the PACLAC agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

(x) Record Retention and Inspection/Audit Settlement.

(i) PACLAC shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. PACLAC shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. PACLAC agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by PACLAC and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by PACLAC at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s option, PACLAC shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

(ii) In the event that an audit of PACLAC is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by PACLAC or otherwise, then PACLAC shall file a copy of such audit report with the County’s Auditor-Controller within thirty (30) days of PACLAC’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

(iii) If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of PACLAC regarding the work performed under this Agreement, and if such audit finds that the County’s dollar liability for any such work is less than payments made by the County to PACLAC, then the difference shall be either: a) repaid by PACLAC to the County by cash payment upon demand or b) at the sole option of the County’s Auditor-Controller, deducted from any amounts due to PACLAC from the County, whether under this Agreement or otherwise. If such audit finds that the County’s dollar liability for such work is more than the payments made by the County to PACLAC, then the difference shall be paid to PACLAC by the County by cash payment, provided that in no event shall the County’s maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

(y) Recycled Bond Paper. Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, PACLAC agrees to use recycled-content paper to the maximum extent possible on this Agreement.

(z) Validity. If any provision of the Agreement is adjudged void or invalid, for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then

such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

(aa) Waiver. No waiver by the County or PACLAC of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County or PACLAC to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 31(aa) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(bb) Warranty Against Contingent Fees. PACLAC warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by PACLAC for the purpose of securing business.

(cc) County Lobbyists. Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by PACLAC, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. PACLAC shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. PACLAC warrants that it is not now aware of any facts which do or could create a conflict of interest. If PACLAC hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

(dd) Prohibition from Involvement in the Bidding Process of Future RFPs. PACLAC understands and agrees that neither PACLAC nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals (RFPs) developed or prepared by or with the assistance of PACLAC services rendered pursuant to this Agreement, whether as a prime contractor or subconsultant, or as a contractor to any other prime contractor or subconsultant. Any such involvement by PACLAC shall result in the rejection by County of the bid or proposal by the prime contractor in question.

(ee) Licenses, Permits, Registrations and Certificates. PACLAC shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

(ff) Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

(gg) Time off for Voting. PACLAC shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

(hh) Compliance with County's Zero Tolerance Policy on Human-Trafficking.

(i) PACLAC acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

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

(iii) Disqualification of any member of PACLAC's staff pursuant to this paragraph shall not relieve PACLAC of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

(ii) Compliance with Fair Chance Employment Practices. PACLAC shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History, including as set forth in Exhibit 6. PACLAC's violation of this paragraph of the Contract may constitute a material breach of the Contract.

(jj) Compliance with the County Policy of Equity. PACLAC acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE)(<https://ceop.lacounty.gov/wp-content/uploads/2018/03/PolicyOfEquity.pdf>). PACLAC further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. PACLAC, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of PACLAC, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject PACLAC to termination of contractual agreements as well as civil liability.

Section 32. General.

(a) Third Party Beneficiaries. Notwithstanding any other provision of the Agreement, PACLAC and the County do not in any way intend that any person or entity shall acquire any

rights as a third party beneficiary of the Agreement, except that this Paragraph shall not be construed to diminish PACLAC's indemnification obligations hereunder.

(b) Integration. This Agreement contains all of the agreements of the County and PACLAC with respect to the transactions contemplated hereby and supersedes all prior agreements, including the Prior Agreement, and all other understandings and negotiations, whether written or oral.

(c) No Waiver. No failure by either party to enforce at any time, or from time to time, any provision of this Agreement shall be construed as a waiver thereof. No waiver of any breach shall affect or alter this Agreement which shall continue in full force and effect, or the respective rights of either party with respect to any other or subsequent breach.

(d) Amendments. Notwithstanding Section 19 herein related to Operating Memoranda and Section 29, substantive modifications to the terms or dispute resolution provisions of this Agreement require prior mutual agreement of the parties acting through the Board of Supervisors and the Board of PACLAC and shall be incorporated in written amendments to the Agreement.

IN WITNESS WHEREOF, PACLAC has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chief Executive Officer of said Board, on the day and year first above written.

PERFORMING ARTS CENTER OF LOS ANGELES COUNTY,
a California non-profit public benefit corporation

By:

President/Chief Executive Officer

COUNTY OF LOS ANGELES

Chief Executive Officer

APPROVED AS TO FORM:

County Counsel

By _____
Lisa Jacobs, Deputy County Counsel

Exhibit 1: Description of Grand Park

[See attached]

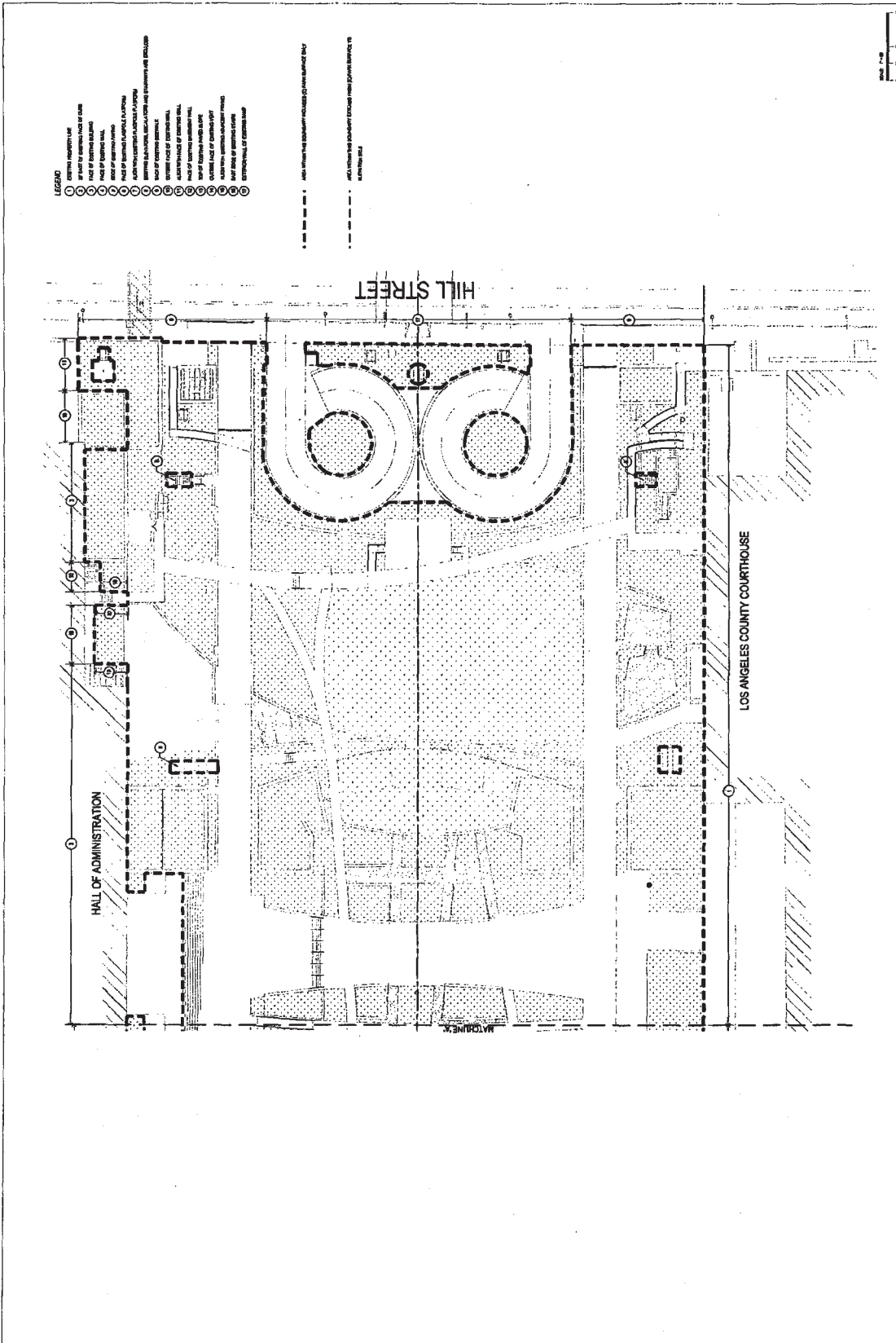


EXHIBIT 1

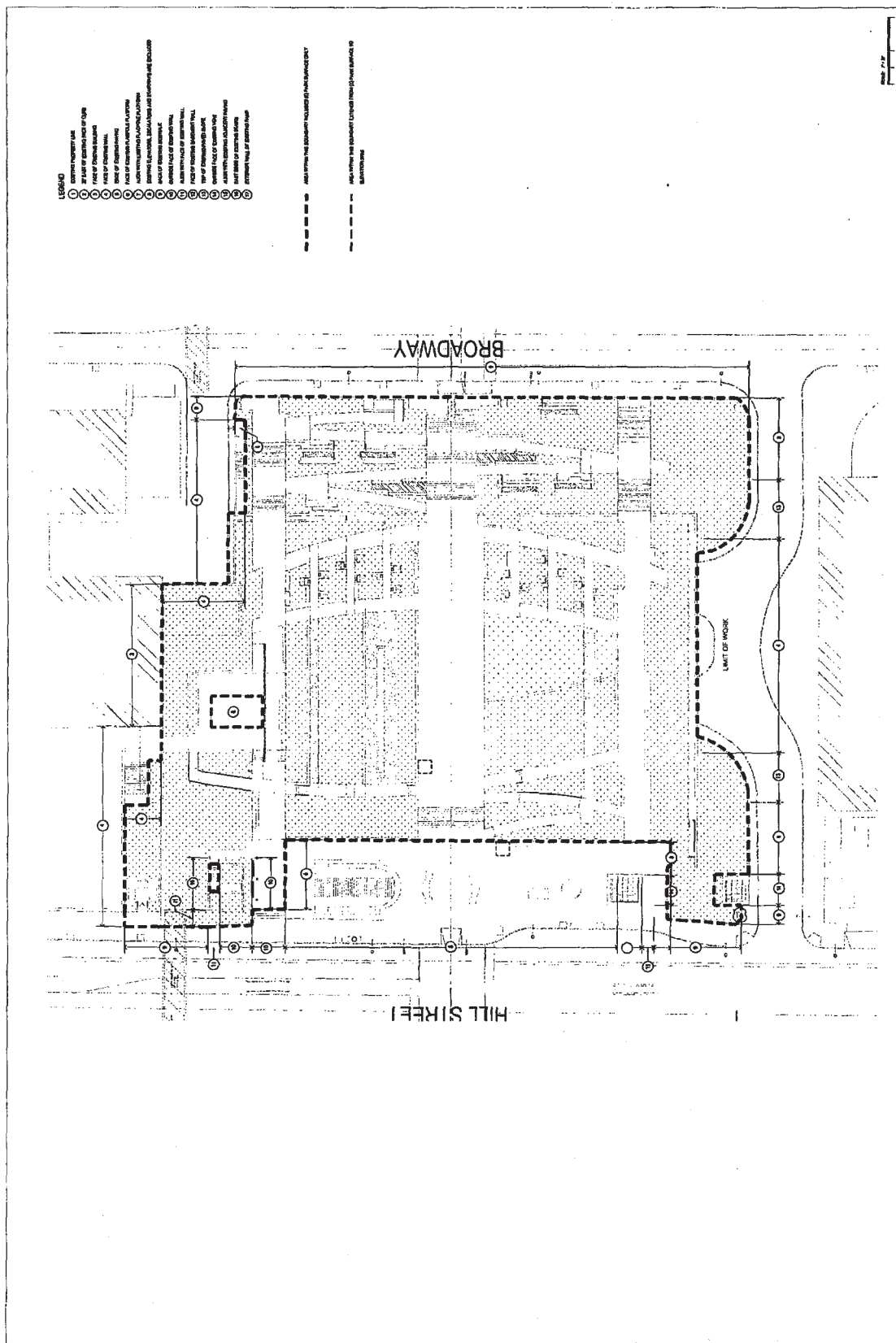




Exhibit 2: Required Provisions

For purposes of this Exhibit 2, “Subcontractor” refers to the applicable contractor or subcontractor under the applicable Short Term Subcontract and “Subcontract” refers to the applicable Short Term Subcontract. Any of such required provisions may be made more favorable to the County and/or PACLAC without further consent of the County.

- Subcontractor agrees that no services provided under the Subcontract (i) shall be (A) obscene or contrary to that certain Amended and Restated Grand Park Maintenance, Operating and Programming Agreement by and between the County and PACLAC, dated as of July 31, 2021, as amended from time to time (the “Operating Agreement”), or (B) contrary to any law of the United States of America or the State of California, or to any ordinance or regulation of the County, City of Los Angeles, or to any regulation, rule or order of any board or department of these two governmental bodies which shall claim jurisdiction, (ii) for any purpose which is (A) calculated to injure the reputation of Grand Park, or of the neighborhood, or (B) of any nature likely to promote or incite civil disturbance, commotion or unrest.
- This Subcontract is subject to the terms and restrictions of license agreements, permits, consents and other approvals issued by the City of Los Angeles and County and other government entities.
- This Subcontract is subject to and subordinate to the Operating Agreement, including any amendments thereto.
- Subcontractor represents and warrants that Subcontractor, and any of its officers, directors, employees, performers, volunteers and agents, is fully insured under a policy or policies (cumulative) meeting the “Required Insurance” standards with an insurer or insurers having an A.M. Best rating of not less than A:VII (and in the event of multiple insurers, each of whom shall meet such standard). Any insurance maintained by the County or PACLAC shall not contribute to any Subcontractor coverage. Each of Subcontractor’s insurance policies shall include a waiver of subrogation against the County. All liability policies shall name the County as additional insured with respect to any claim or cause of action that may arise out of [the applicable Short Term Subcontract].
- Subcontractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California. Subcontractor further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, disability or sex. Subcontractor shall allow PACLAC access to its records during regular business hours to verify compliance with these provisions when so requested by PACLAC.

- Subcontractor shall indemnify, save and hold harmless the County and its agents, employees and officers against any liabilities, losses, damages, claims or expenses, including reasonable attorney's fees (collectively, "Losses") that the County and its agents, employees and officers may suffer or incur as a result of (x) any act or omission of Subcontractor or its representatives, agents, contractors, subcontractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Subcontractor Parties") at, on or about Grand Park, or (y) any breach or violation of this Subcontract on the part of Subcontractor or any Subcontractor Party.
- It is expressly understood and agreed by Subcontractor, on its behalf and on behalf of the Subcontractor Parties, that none of PACLAC covenants, undertaking or agreements contained in this Subcontract are made or intended as personal covenants, undertaking or agreements by PACLAC or any entity which is affiliated with PACLAC, its parent or subsidiaries, and/or the County. It is agreed that neither PACLAC, nor any entity which is affiliated with PACLAC and/or the County (nor any of their respective agents, representatives, employees, contractors, subcontractors, licensees, invitees, successors and assigns) shall be liable for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Subcontractor or any Subcontractor Party in connection with any entry onto Grand Park pursuant to this Subcontract or otherwise in connection with the purpose of the Subcontract.
- This Subcontract is personal to Subcontractor, and Subcontractor shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Subcontract (or any interest of Subcontractor herein), whether by operation of law or otherwise, and shall not permit or suffer Grand Park or any part thereof to be used or occupied by others, without the County's prior written consent in each instance, which consent may be granted or denied by the County in its sole and absolute discretion. Any assignment, mortgage, pledge, encumbrance or transfer by Subcontractor in contravention of the provisions of this Section shall be void.
- Subcontractor hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien or like liens) or claim for lien to be asserted against Grand Park or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Subcontractor or any Subcontractor Party or any of their materialmen, or otherwise.
- Subcontractor acknowledges and agrees that its sole recourse in the event of any breach of this Subcontract by PACLAC shall be to PACLAC, and the County shall not be responsible for any act or omission of PACLAC.
- Subcontract acknowledges and agrees that the County is an intended third party beneficiary of [the foregoing provisions in this Exhibit [___]] and is entitled to enforce such provisions against the Subcontractor.

"Required Insurance" means:

- Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), with limits of not less than:

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

- Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Subcontractor's use of autos pursuant to the Agreement, including leased, hired, and/or non-owned autos, as each may be applicable.
- Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Subcontractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization, coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternative Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Subcontractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers' or workmen's compensation law or any federal occupational disease law.

Property Coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. PACLAC and the County and their agents shall be named as loss payees on Subcontractor's insurance as their respective interests may appear. Automobiles and mobile equipment in Subcontractor's care, custody or control shall be insured for their actual cash value. All other personal property in Subcontractor's care, custody or control shall be insured for its full replacement value without deduction for depreciation.

Exhibit 3: Programming Rent Schedule

[See attached]

Grand Park Rental Rates

EVENTS									
Space	Corporate & Commercial Rates		Non-Profit & Individual		Preferred Rates*		Grand Park Presents		
	8-10 Hours	4-5 Hours	8-10 Hours	4-5 Hours	8-10 Hours	4-5 Hours			
Block #1									
Overlook Plaza	\$2,000- \$5,000	\$1,000- \$2,500	\$1,000**	\$500**	\$750	\$375.00	no rent		
Fountain Plaza	N/A	N/A	N/A	N/A	N/A	N/A	no rent		
Block #2 °									
Olive Court	\$2,000- \$5,000	\$1,000- \$2,500	\$1,000**	\$500**	\$750	\$375.00	no rent		
Performance Lawn	\$5,000- \$8,000**	\$2,500- \$4,000**	\$2,500**	\$1,250**	\$750**	\$375**	no rent		
Block #3									
Community Terrace	\$2,000- \$5,000	\$1,000- \$2,500	\$1,000**	\$500**	\$750	\$375.00	no rent		
Block #4									
Event Lawn	\$15,000- \$25,000**	\$7,500- \$12,500**	\$5,000**	\$2,500**	\$2,500**	\$1,250**	no rent		
* Preferred Rates offered to Government Agencies, Producing Partners, and Music Center and its Resident Companies									
** 10% of gross ticket sales, exclusive of facility fee, but not less than amount indicated									
° Performance Lawn/Olive Court Combo Flat Rate = <u>full</u> category-appropriate rate of Performance Lawn									

Exhibit 4: Rules and Regulations

(i) These things are prohibited in the park:

- Alcohol. Grand Park may have events that include alcohol, and only alcohol within the bar area is authorized. Open beverages of any kind are not permitted into the bar area.
- Narcotics or illegal drugs
- Drones
- Drone operation
- Bathing in pools or fountain or restrooms
- Camping
- Cooking
- Damage to plants or property
- Entering upper fountain pools
- Feeding animals
- Explosives
- Firecrackers
- Firearms
- Fires
- Lawn umbrellas
- Littering (including pet waste)
- Overnight lodging
- Parking of any motor vehicles, bicycles, or scooters outside of designated areas
- Public intoxication
- Riding bicycles (please walk them)
- Rideshare scooters
- Rollerblading
- Skateboarding
- Smoking (including vapes)
- Staking
- Tents
- Tripods
- Unauthorized driving or parking
- Unauthorized photo or video shoots
- Unauthorized Professional-grade photo and video equipment, including but not limited to: tripods, drones, microphones, cameras, lights, reflectors, etc.
- Unauthorized solicitation
- Unauthorized vending
- Unleashed animals
- Weapons

This list is subject to change, and subject to the discretion of Grand Park and/or The Music Center security. Special events may have additional prohibited items.

(ii) **Special events**

These additional things are prohibited in the park during special events, including the [4th of July Block Party](#) and [N.Y.E.L.A.](#) events...

- Aerosol cans
- Amplified noise
- Bags and backpacks measuring larger than standard backpack size (16.75 inches x 13 inches x 8.5 inches)
- Bicycles ([valet parking for bicycles will be available](#))
- Chairs
- Coolers
- Confetti cannons
- Fire matches
- Flag Poles
- Generators
- Glass
- Identity-covering costumes
- Lighters
- Narcotics
- Sealed or open beverage bottles with liquid including water (fountains and water for purchase will be available)
- Outside solicitation
- Projection devices
- Printed signage (larger than 8.5 inches x 11 inches)
- Props
- Public intoxication
- Ride share scooters
- Rollerblading
- Selfie sticks
- Skateboarding
- Smartboards & smartboarding
- Smoking paraphernalia
- Sparklers
- Staking objects to ground
- Sticks
- Umbrellas

This list is subject to change, and subject to the discretion of Grand Park and/or The Music Center security. Special events may have additional prohibited items.

Exhibit 5
CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Exhibit 6
COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Sheila Williams

Chief Executive Office

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	5/26/2021	
BOARD MEETING	6/8/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Auditor-Controller	
SUBJECT	Temporary Borrowing Letter	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$ N/A	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Temporary Borrowing from the County Treasury Pool – Annual Letter	
BACKGROUND (include internal/external issues that may exist)	<p>This letter seeks Board authorization to permit temporary borrowing from the County Treasury Pool. This is an annual item that appears on the agenda and it is designed to assist special districts and other entities that may experience temporary cash shortages prior to their receipt of property taxes and other revenues. These provisions only apply to agencies that maintain money in the County Treasury.</p> <p>In recent years, very few agencies have needed to rely on this authority. However, the County Fire Protection District, which relies heavily on Property and Voter Approved Taxes, has previously experienced temporary cash deficits which have been alleviated by the Board's adoption of the Resolution. The impact of COVID-19 may require the General Fund to rely on this temporary borrowing.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Connie Yee, Assistant Auditor-Controller, 213-974-0681, cyee@auditor.lacounty.gov	



COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

ARLENE BARRERA
AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

OSCAR VALDEZ
CHIEF DEPUTY AUDITOR-CONTROLLER

PETER HUGHES
KAREN LOQUET
CONNIE YEE

June 8, 2021

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

Dear Supervisors:

REQUEST FOR TEMPORARY TRANSFERS FROM AVAILABLE FUNDS TO MEET FINANCIAL OBLIGATIONS ALL DISTRICTS (3-VOTES)

SUBJECT

This letter requests the Board of Supervisors to authorize temporary transfers of available funds to meet the financial obligations of special districts and other entities, which will occur between July 1, 2021 and April 25, 2022.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the attached resolution authorizing temporary transfers from available funds to meet financial obligations which will occur between July 1, 2021 and April 25, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Various public entities maintain funds on deposit with the County Treasurer and Tax Collector (Treasurer) throughout the fiscal year. The attached annual resolution authorizes the Treasurer, as directed by the Auditor-Controller, to make temporary cash transfers to the various entities in the event of a cash deficiency. Such transfers shall not exceed 85% of the anticipated revenues accruing to each public entity and are only available, by law, from July 1, 2021 through the last Monday in April, which is April 25, 2022.

Both the California Constitution (the "Constitution") and the California Government Code, at Article XVI, Section 6 and Sections 23010 and 53850 *et seq.* (the "Code"), respectively, allow

for the proposed actions. The attached resolution renews the authorization that was in effect for Fiscal Year 2020-21 and provides a cash flow option for the eligible public entities that maintain funds on deposit with the Treasurer.

Implementation of Strategic Plan Goals

Approval of this action is consistent with the Strategic Plan Goal Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

Approval of the resolution will enable the various entities to meet their respective cash flow needs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The resolution is required to be renewed each year and has been approved as to form by County Counsel. The resolution authorizes transfers which are permitted under the Constitution and the Code for the period herein specified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

Please return two adopted copies of the Board letter to the Executive Office, Board of Supervisors. It is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board letter to the Auditor-Controller's Executive Office.

Respectfully submitted,

ARLENE BARRERA
Auditor-Controller

AB:OV:CY:EB:RA:js
H:\ACFR\Temporary Borrowing\FY 2021\Temporary Borrowing Letter 2021.docx

Attachment

c: Fesia A. Davenport, Chief Executive Officer
Rodrigo A. Castro-Silva, County Counsel
Keith Knox, Treasurer and Tax Collector
Celia Zavala, Executive Officer, Board of Supervisors
Audit Committee
Countywide Communications

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES PROVIDING
FOR THE TEMPORARY TRANSFER OF FUNDS TO
MEET FINANCIAL OBLIGATIONS OF SPECIAL
DISTRICTS AND OTHER ENTITIES**

WHEREAS, the 2021-22 anticipated revenues accruing to the General Fund of Los Angeles County, to the General Fund of the Los Angeles County Public Library, to the Special County Road Funds, to the General Funds of the various Special Districts under the control of the Board of Supervisors of Los Angeles County, to the General Fund of the Los Angeles County Flood Control District, and to the General Funds of school districts, other districts, and political subdivisions in the County (collectively, the “Public Entities”), will not become available until such revenues are collected; and

WHEREAS, the cash in the funds of these Public Entities, may be insufficient to meet their respective obligations that will be incurred between July 1, 2021 and the last Monday in April, which is April 25, 2022; and

WHEREAS, the Board of Supervisors of the County of Los Angeles (the “Board of Supervisors”) intends to respond to any such cash insufficiency in the County’s General Fund through intrafund transfers and the issuance and sale of Tax and Revenue Anticipation Notes, as authorized by Government Code Sections 23010 and 53850, *et seq.*; and

WHEREAS, the Board of Supervisors does not presently intend to make temporary transfers of funds to the County’s General Fund as authorized by Article

XVI, Section 6 of the California Constitution (the “Constitution”), but nonetheless desires to provide for such eventuality should it become necessary;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles as follows:

Section 1. The Board of Supervisors, hereby authorizes and directs the Treasurer and Tax Collector of the County of Los Angeles (the “Treasurer”), to make temporary transfers of funds between July 1, 2021 and the last Monday in April, which is April 25, 2022, from available funds in the Treasurer’s custody to the General Fund of the Public Entities, in such amounts appropriately directed by the Auditor-Controller of Los Angeles County, in accordance with the provisions contained in the Constitution.

Such temporary transfer of funds shall not exceed 85% of the anticipated revenues accruing to each such Public Entity and shall be replaced from revenues first accruing to each such Public Entity before any other obligations of said Public Entity are met from such revenues.

The foregoing resolution was on the ____ day of _____, 2021 adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

CELIA ZAVALA,
Executive Officer-Clerk
of the Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By _____
MICHAEL BUENNAGEL
Deputy County Counsel