



**OPERATIONS CLUSTER
AGENDA REVIEW MEETING**

DATE: January 3, 2024
TIME: 2:00 p.m. – 4:00 p.m.

THIS MEETING WILL BE HELD IN A HYBRID FORMAT WHICH ALLOWS THE PUBLIC TO PARTICIPATE VIRTUALLY, OR IN-PERSON, AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023 ORDER, WHICH SUSPENDED THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.

To participate in the meeting in-person, the meeting location is:
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012
ROOM 374-A

To participate in the meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following: 439827168# or
[Click here to join the meeting](#)

AGENDA

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

1. **Call To Order – John Leonard/Anthony Baker**
2. **DISCUSSION ITEM(S):**
 - A) Board Letter:
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASS - Jennifer Revuelta, Principal Analyst
 - B) Board Letter:
TEN-YEAR LEASE
DEPARTMENT OF MENTAL HEALTH
3609 SOUTH 10TH AVENUE, LOS ANGELES
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
 - C) Board Letter:
APPROVAL OF A MASTER AGREEMENT FOR DISPUTE RESOLUTION,
MEDIATION, AND RELATED SERVICES
DHR - Jeffrey Tend, Assistant Director, Performance Management

D) Board Letter:

APPROVAL TO AMEND COUNTY CODE, TITLE 7 – BUSINESS LICENSES TO ADD DIVISION 3 SHORT-TERM RENTALS REGISTRATION, AND DIRECTIVE TO THE DEPARTMENT OF REGIONAL PLANNING TO AMEND TITLE 22 AND LOCAL COASTAL PROGRAMS

TTC - Deondria Barajas, Assistant Treasurer and Tax Collector

3. **PRESENTATION ITEM(S):**

None available.

4. **Public Comment**

(2 Minutes Each Speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) ISD-CEO/CP - OFFICE OF THE ASSESSOR
BURTON WAY OFFICE REFURBISHMENT PROJECT
CATEGORICAL EXEMPTION, ESTABLISH AND APPROVE CAPITAL
PROJECT NO. 8A009, APPROVE PROJECT BUDGET AND AUTHORIZE USE
OF JOB ORDER CONTRACT
- B) CEO/CP - APPROVE THE USE OF INFORMATION TECHNOLOGY FUNDS
TO PROCURE AND IMPLEMENT DECISION LENS PRIORITIZATION
SOFTWARE AND AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR
2023-24
- C) AD/CIO - AUTHORIZE AGING AND DISABILITIES DEPARTMENT TO
AWARD AND EXECUTE FISCAL YEAR 2023-2024 CONTRACT FOR ACCESS
TO TECHNOLOGY PROGRAM SERVICES
- D) LASD/CIO - APPROVAL TO USE INFORMATION TECHNOLOGY
INFRASTRUCTURE FUND TO UPGRADE CUSTODY NETWORK
INFRASTRUCTURE AND AN APPROPRIATION ADJUSTMENT FOR
FISCAL YEAR 2023-24

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/3/2024	
BOARD MEETING DATE	1/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$1,636,000 (all funds) \$321,000 (NCC)	Funding source: TERMS (if applicable): Explanation:
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> • Change the name of one (1) budget section in the Department of Health Services (DHS); • Add three (3) new employee classifications for DHS and Medical Examiner; <ul style="list-style-type: none"> • Mammography Technologist, Special Procedures (5796) • Supervising Forensic Technician (Non-Megaflex) (4885) • Supervising Mammography Technologist (5797) • Change the title of one (1) non-represented classification; <ul style="list-style-type: none"> • Finance Manager, LAC/USC Medical Center to Finance Manager, Los Angeles General Medical Center (8070) • Delete five (5) non-represented classifications; and <ul style="list-style-type: none"> • Chief, Management Systems, Health Services (4581) • Community Information Officer (1612) • Contract Monitor, Recreational Services (8861) • Standardization and Specification Coordinator, Medical Center (2399) • Supervising Contract Monitor, Beaches & Harbors (8863) • Reclassify 49 positions in the Departments of the Board of Supervisors (Board), Fire, DHS, Human Resources, Internal Services (ISD), Military and Veterans Affairs, Parks and Recreation, Public Social Services, and Registrar-Recorder/County Clerk. 	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, JRevuelta@ceo.lacounty.gov	



CEO January 23, 2024 General Reclass Board Letter Summary

CEO Classification/Compensation Contact Information:

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

Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov

This Board Letter includes:

- Change the name of one (1) budget section in the Department of Health Services (DHS);
- Add three (3) new employee classifications for DHS and Medical Examiner;
 - Mammography Technologist, Special Procedures (5796)
 - Supervising Forensic Technician (Non-Megaflex) (4885)
 - Supervising Mammography Technologist (5797)
- Change the title of one (1) non-represented classification;
 - Finance Manager, LAC/USC Medical Center to Finance Manager, Los Angeles General Medical Center (8070)
- Delete five (5) non-represented classifications; and
 - Chief, Management Systems, Health Services (4581)
 - Community Information Officer (1612)
 - Contract Monitor, Recreational Services (8861)
 - Standardization and Specification Coordinator, Medical Center (2399)
 - Supervising Contract Monitor, Beaches & Harbors (8863)
- Reclassify 49 positions in the Departments of the Board of Supervisors (Board), Fire, DHS, Human Resources, Internal Services (ISD), Military and Veterans Affairs, Parks and Recreation, Public Social Services, and Registrar-Recorder/County Clerk.



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

January 23, 2024

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/COMPENSATION ACTIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by changing the name of one (1) budget section; adding three (3) new employee classifications; changing the title of one (1) non-represented classification; deleting five (5) non-represented classifications; and 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:

1. Change the name of one (1) budget section in the Department of Health Services (DHS);
2. Add three (3) new employee classifications for DHS and Medical Examiner;
3. Change the title of one (1) non-represented classification;
4. Delete five (5) non-represented classifications; and
5. Reclassify 49 positions in the Departments of the Board of Supervisors (Board), Fire, DHS, Human Resources, Internal Services (ISD), Military and Veterans Affairs, Parks and Recreation, Public Social Services, and Registrar-Recorder/County Clerk.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The 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 allocation 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 allocation of positions facilitates efficient business operations and can reduce the number of costly personnel-related issues.

DHS Budget Section Name Change

On May 2, 2023, your Board introduced and approved a motion to rename LAC+USC Medical Center to Los Angeles General Medical Center in order to reflect the hospital's rich history and strong connection to the community. This rebranding will also eliminate confusion between the hospital and nearby Keck Hospital of USC and allow the newly titled Los Angeles General Medical Center to continue its mission as the flagship hospital with a name more connected to the community it serves. As a result, we recommend amending the County Code to reflect the hospital name change in the following sections:

- Section 6.78.060 – LAC+USC Medical Center - Positions is being renamed as Los Angeles General Medical Center – Positions
- Section 6.78.350 – Additional Information

New Employee Classifications

We are recommending the establishment of the Mammography Technologist, Special Procedures (Item No. 5796) and Supervising Mammography Technologist (Item No. 5797) classifications to support DHS' mammography operations (Attachment A). Positions assigned to the new Mammography Technologist, Special Procedures will perform screening mammograms as well as highly specialized diagnostic mammography tests and assist physicians during specialized breast procedures such as biopsies, aspirations, needle localizations, and galactograms. This new class will require

certification as a Radiologic Technologist (CRT) issued by the State of California, Department of Public Health and a Mammographic Certificate issued by the State of California Department of Public Health/Radiologic Health Branch. The Mammography Technologist (Item No. 5795) classification was established on April 4, 2023. The Mammography Technologist differs from the Mammography Technologist, Special Procedures in that the former performs digital screenings and diagnostic mammograms, while the latter performs screening mammograms and assists physicians during specialized breast procedures.

Positions assigned to the new Supervising Mammography Technologist will supervise staff performing a variety of breast imaging screenings and diagnostic tests and related duties as required. This new class will require certification as a CRT issued by the State of California, Department of Public Health and a Mammographic Certificate issued by the State of California Department of Public Health/Radiologic Health Branch. This class will oversee breast imaging operations in a hospital or a surgical center and prepare facilities for annual Mammography Quality Standards Act inspections, which includes the State and federal inspections of equipment and personnel.

The Supervising Forensic Technician (Item No. 4889) was originally assigned Megaflex benefits in 1982. Effective August 23, 2023, Service Employees International Union (SEIU) Bargaining Unit 222 represents the four (4) incumbents on the Supervising Forensic Technician (Item No. 4889) classification. These incumbents currently are enrolled in Megaflex and will be given a one-time choice to remain in Megaflex or change to Options. Due to system limitations in the County's payroll system, we are recommending the establishment of the Supervising Forensic Technician (Non-Megaflex) (Item No. 4885) (Attachment A). This class is being established distinct from its Megaflex counterpart classification, Supervising Forensic Technician (Item No. 4889). Once established, this new class will be utilized for all future appointments made.

Title Change

Consistent with the hospital name change for LAC+USC Medical Center, we are recommending changing the classification title for Finance Manager, LAC/USC Medical Center to Finance Manager, Los Angeles General Medical Center (Item No. 8070) (Attachment A). This will ensure consistency with the new hospital name.

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of five (5) vacant non-represented classifications from the Classification Plan (Attachment A). The affected departments have been informed and concur with this

action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Reclassifications

There are 49 positions in nine (9) departments that are being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately allocated 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 the recommended reclassifications is estimated to total \$1,636,000 (all funds). Net County cost is estimated to be \$321,000. 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.

The Honorable Board of Supervisors
1/23/2024
Page 5

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JDS:AYH
JR:AS:mmg

Enclosures

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

N:\CLASSIFICATION\ABCD - BOARD LETTERS - WORKING FILE\BOARD LETTER - RECLASS 1.23.24\1.23.24 General Reclass Ordinance (Draft 2).docx

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Horizon/ Options	5796	Mammography Technologist, Special Procedures	NMO	103F
Horizon/ Options	4885	Supervising Forensic Technician (Non-Megaflex)	NMO	95C
Horizon/ Options	5797	Supervising Mammography Technologist	NMO	106K

NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
8070	Finance Manager, LAC/USC Medical Center	Finance Manager, Los Angeles General Medical Center

NON-REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
4581	Chief, Management Systems, Health Services
1612	Community Information Officer
8861	Contract Monitor, Recreational Services
2399	Standardization and Specification Coordinator, Medical Center
8863	Supervising Contract Monitor, Beaches & Harbors

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

BOARD OF SUPERVISORS

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Deputy Executive Officer, Board of Supervisors (UC) Item No. 1101A N23 R12 Non-Represented	1	Communications Manager (UC) Item No. 1604A N23 R13 Non-Represented

The subject Deputy Executive Officer, Board of Supervisors (UC) position is allocated to the Public Information Office of the Administrative Division and reports to an Assistant Executive Officer, Board of Supervisors (UC). Responsibilities of the subject position include developing and managing a department-wide public information strategy; planning, directing, and overseeing the duties of staff engaged in public information activities; overseeing the production, development, publication, and broadcast of information; and directing photography, videography, and graphic arts staff responsible for creative and professional media campaigns.

Based on the duties and responsibilities of the position, the work performed is consistent with the class of Communications Manager (UC). Positions allocated to this class manage and direct the planning, development, evaluation, implementation, and administration of a comprehensive and strategic public information and engagement program for a medium or large County department. Therefore, we recommend upward reallocation of the subject position to Communications Manager (UC).

FIRE - ADMINISTRATIVE

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Intermediate Typist-Clerk Item No. 2214A NMVO 75D Represented	1	Senior Typist-Clerk Item No. 2216A NMVO 79J Represented

The subject Intermediate Typist-Clerk position is located at the Fire Department's Fleet Services Division/Administration. The duties of the subject position include gathering, recording, maintaining vehicle and user information, and storing the data in a database; generating and tracking purchase requests; reviewing forms for accuracy before submission to management for approval; tracking vehicle assignments; verifying mileage

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

FIRE – ADMINISTRATIVE (Continued)

reported; updating the duty schedule for mechanics to ensure coverage; reviewing and generating supply tracking forms; filing; answering and screening calls; and greeting visitors. In addition, the subject position will assist the division in transitioning of manual forms to electronic forms, providing process improvement during the transition. The duties and responsibilities of the subject position are consistent with the class concept for Senior Typist-Clerk. Therefore, we recommend upward reallocation of the subject position to Senior Typist-Clerk.

HEALTH SERVICES – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Staff Development Specialist, Health Services Item No. 9144A NMO 98L Non-Represented	1	Staff Development Specialist Item No. 1861A NMO 99B Non-Represented

The subject Staff Development Specialist, Health Services position will report to the Director of the non-clinical Enhanced Care Management (ECM) Capacity Building Team and will be a member of the overall ECM Capacity Building Team. The position is responsible for fulfilling the vital training needs related to ECM program implementation for approximately 10,000 eligible DHS patients. The position develops curricula and educational materials, organizes capacity-building activities across all eight (8) Service Planning Areas and primary care medical homes, and assists in the implementation and management of various technical applications.

The duties and responsibilities are consistent with the class concept for Staff Development Specialist, a class that plans, develops, and implements employee training programs based on identified training needs and analyzes training needs by making recommendations to management concerning the need for new training programs and for revisions in existing training programs to increase their effectiveness. The assignment requires the incumbents to participate in developing evaluation and measurement tools to support in assessment of the effectiveness of training programs and in improving their quality. Therefore, we recommend upward reallocation of the subject position to Staff Development Specialist.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – COMMUNITY PROGRAMS

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Deputy, Management Programs, HS (UC) Item No. 4625A N23 R15 Non-Represented	1	Director, Housing for Health Programs, HS (UC) Item No. 4638A N23 R19 Non-Represented
2	Program Implementation Manager, HS Item No. 4629A N23 S12 Non-Represented	2	Deputy Director, Housing for Health Programs, HS Item No. 4640A N23 S17 Non-Represented

The subject Deputy, Management Programs, HS (UC) position reports directly to the Medical Director I which serves as the Deputy Director of Community Health and Integrated Programs. The subject position directs and oversees all departmental efforts aimed at resolving homelessness for people with complex health and behavioral health conditions by providing case management and wraparound support services. The position is responsible for guiding the strategic, operational, and administrative alignment of homeless services activities and decisions leading to a full range of services from street outreach, providing interim housing to permanent housing, and specialized primary care and urgent care services, including street medicine and social care, enhanced care management, and benefits advocacy.

The duties and responsibilities of the position are consistent with the class concept for Director, Housing for Health Programs, HS (UC), a class that directs and facilitates all activities of the Housing for Health Program for DHS. Therefore, we recommend upward reallocation of the subject Deputy, Management Programs, HS (UC) position to Director, Housing for Health Programs, HS (UC).

The two (2) subject Program Implementation Manager, HS positions report to the Deputy, Management Programs, HS (UC) position that is being recommended for reclassification to Director, Housing for Health Programs, HS (UC). The first position provides leadership, operational support, and administrative oversight for the following units: Housing and Services Unit which includes the following program areas: Permanent Supportive Housing, County Benefit and Entitlement Services Team, Homeless Prevention Unit, Referral/Access/Data & Housing Navigation, Housing Retention, Program Improvement, and Tenancy Support Services. The second position provides leadership, operational

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – COMMUNITY PROGRAMS (Continued)

support, and administrative oversight for the following units: Street-Based Engagement, Interim Housing, Enriched Residential Care, and Skid Row Coordination.

The duties and responsibilities of the positions are consistent with the class concept for Deputy Director Housing for Health Programs, HS (UC). Positions allocable to this class are responsible for a large portfolio of programs throughout Los Angeles County and assist with the direction and oversight of all departmental efforts aimed at resolving homelessness for people with complex health and behavioral health conditions. Therefore, we recommend upward reallocation of the two (2) subject Program Implementation Manager, HS positions to Deputy Director, Housing for Health Programs, HS.

HEALTH SERVICES – HARBOR-UCLA MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
3	Blood Gas Laboratory Technician I Item No. 4979A NMO 78F Represented	3	Clinical Laboratory Scientist I Item No. 4895A NMXO 105B Represented
4	Blood Gas Laboratory Technician II Item No. 4982A NMO 82F Represented	4	Clinical Laboratory Scientist II Item No. 4896A NMXO 107B Represented

The three (3) subject Blood Gas Laboratory Technician I positions are allocated to Harbor-UCLA Medical Center (HUMC) Special Chemistry Section and report to a Supervising Clinical Laboratory Scientist I. The positions are being repurposed and expanded in the Clinical Laboratory and proposed duties will include performing instrument linearity studies; reviewing quality control data and troubleshooting equipment/analyzer problems; performing dilution on samples; collaborating in the validation and implementation of new instruments, assays, test systems, computer software, and enterprise standardization projects; writing, revising, and validating policies and procedures; and assisting in providing corrective actions due to deficiencies. The duties will evolve from performing a single set of standardized clinical laboratory tests

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – HARBOR-UCLA MEDICAL CENTER (Continued)

to performing a variety of lab tests and operating various instruments, increasing the flexibility and operations of the Clinical Laboratory.

The duties and responsibilities are consistent and within the scope of the Clinical Laboratory Scientist I classification. Therefore, we recommend upward reallocation of the three (3) subject Blood Gas Laboratory Technician I positions to Clinical Laboratory Scientist I.

The four (4) subject Blood Gas Laboratory Technician II positions are also allocated to HUMC Special Chemistry Section and report to a Supervising Clinical Laboratory Scientist I. The positions are being repurposed and expanded in the Clinical Laboratory and proposed duties will include acting as a team lead in the Laboratory/Chemistry Unit, monitoring and approving workflow changes and staffing levels; serving as the designated relief of supervising clinical laboratory scientists during their absences; collaborating in the validation and implementation of new instruments, assays, test systems, computer software, and enterprise standardization projects; developing, reviewing, implementing, revising or retiring policies and procedures; conducting and monitoring the training and competency assessments of new and experienced staff; preparing and/or reviewing worksheets for monthly, quarterly, biannual, and annual preventive maintenance and quality control tasks; and assisting in providing corrective actions due to deficiencies. The duties will evolve from reviewing staff's blood gas analyses work to reviewing a variety of standardized clinical laboratory tests.

The duties and responsibilities are consistent and within the scope of the Clinical Laboratory Scientist II classification. Therefore, we recommend upward reallocation of the four (4) subject Blood Gas Laboratory Technician II positions to Clinical Laboratory Scientist II.

HUMAN RESOURCES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Typist-Clerk Item No. 2216A NMVO 79J Represented	1	Senior Personnel Assistant Item No. 1891A NMO 94B Non-Represented

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HUMAN RESOURCES (Continued)

The subject Senior Typist-Clerk position will report to a Principal Analyst, Human Resources and be responsible for leading and organizing the deployment of live scan clinics at events, hosted by various justice agencies and community-based organizations. The position will also serve as the subject matter expert for Countywide departmental live scan support, providing technical guidance on Department of Justice policies and procedures to line department human resources staff, conduct live scans for departmental new hires and for executive-level staff Countywide, and support higher-level analysts in the Impact and Live Scan Division.

The duties and responsibilities of the position meet the classification criteria for Senior Personnel Assistant. Therefore, we recommend upward reallocation of the subject position to Senior Personnel Assistant.

INTERNAL SERVICES DEPARTMENT

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Special Assistant, ISD Item No. 4237A NMO 103H Non-Represented	1	Senior Public Information Specialist Item No. 1609A NMO 107L Non-Represented
1	Section Manager, Facilities Operations, ISD Item No. 6661A NMO 119F Non-Represented	1	Section Manager, Administration, ISD Item No. 1093A NMO 115J Non-Represented

The subject Special Assistant, ISD position is allocated to the Strategic Planning and Customer Service Section of the Executive Management Services Division and reports to a Section Manager, Administration, ISD. Duties of the position include managing multifaceted public information campaigns to convey the department's directives and initiatives to ISD employees and the public; creating strategic public information programs; and supervising, planning, and evaluating the work of staff working on public information and media assignments. Based on the duties and responsibilities of the position, the work performed is consistent with the classification of Senior Public Information Specialist. Positions allocated to this class initiate, plan, develop, maintain, evaluate, implement, and coordinate a more complex and sensitive public information and

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

INTERNAL SERVICES DEPARTMENT (Continued)

engagement program. Therefore, we recommend upward reallocation of the subject Special Assistant, ISD position to Senior Public Information Specialist.

The subject Section Manager, Facilities Operations, ISD position is allocated to the Program Controls Section of the Program and Project Management Division and reports to an Administrative Manager XIII, ISD. Duties of the position include directing, reviewing, and evaluating the work of the section; analyzing and reviewing budget, accounting, and financial activities of all the services and projects executed by the section; and developing and implementing a variety of programs to enhance the quality and delivery of services. Based on the duties and responsibilities of the position, the work performed is consistent with the classification of Section Manager, Administration, ISD. Positions allocated to this class manage the activities of an administrative section. Therefore, we recommend downward reallocation of the subject Section Manager, Facilities Operations, ISD position to Section Manager, Administration, ISD.

MILITARY AND VETERANS AFFAIRS

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Management Analyst Item No. 1848A NMO 98C Non-Represented	1	Administrative Services Manager I Item No. 1002A NMO 105B Non-Represented

The subject Management Analyst position will oversee the department's Financial Management Section and administer a full range of difficult to complex budgetary, financial, and analytical assignments which have significant impact on departmental objectives and management-level decisions. The position will also assist with fiscal policy development, implementation, and support.

Given the scope of work, level of responsibility, and fiscal impact of the position's function, the Administrative Services Manager I classification is appropriate for this role. Therefore, we recommend upward reallocation of the subject position to Administrative Services Manager I.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

PARKS AND RECREATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Custodian Item No. 6774A N2MO 71F Represented	1	Grounds Maintenance Worker I Item No. 0352A NMO 75A Represented

The subject Custodian position will support the Natural Areas Division and serve the Vasquez Rocks Facility. The primary duties and responsibilities of the subject position will include maintaining outdoor grounds and plants, performing general clean-up of the facility grounds, maintaining portable power equipment, and setting-up and breaking down facility equipment, such as tables and chairs. The position will also be responsible for cleaning restrooms, decks, and other public spaces. The duties and responsibilities meet the allocation criteria for Ground Maintenance Worker I (GMW I). Therefore, we recommend upward reallocation of the subject position to GMW I.

PUBLIC SOCIAL SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Administrative Assistant II Item No. 0888A NMO 93J Represented	1	Management Analyst Item No. 1848A NMO 98C Non-Represented
14	Departmental Personnel Assistant Item No. 1842A NMO 82C Represented	5	Management Analyst Item No. 1848A NMO 98C Non-Represented
		9	Senior Departmental Personnel Assistant Item No. 1843A NMO 91L Non-Represented

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

PUBLIC SOCIAL SERVICES (Continued)

5	Intermediate Typist-Clerk Item No. 2214A NMVO 75D Represented	4	Departmental Personnel Assistant Item No. 1842A NMO 82C Represented
		1	Senior Departmental Personnel Assistant Item No. 1843A NMO 91L Non-Represented
3	Senior Clerk Item No. 1140A NMVO 78K Represented	1	Departmental Personnel Assistant Item No. 1842A NMO 82C Represented
		2	Senior Departmental Personnel Assistant Item No. 1843A NMO 91L Non-Represented
1	Supervising Clerk Item No. 1174A NMVO 78K Represented	1	Senior Departmental Personnel Assistant Item No. 1843A NMO 91L Non-Represented

The subject Administrative Assistant II position is assigned to the Bureau of Human Resources and reports to an Administrative Services Manager II. Duties of the position include conducting classification studies, assisting in the coordination of the department's budget requests, and conducting research and providing recommendations on classification and compensation related topics. Based on the duties of the subject position, the work performed is consistent with the classification of Management Analyst. Positions allocated to this class perform a variety of analytical, technical, and/or confidential and sensitive assignments in core administrative functional areas such as human resources. Therefore, we recommend upward reallocation of the subject position to Management Analyst.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

PUBLIC SOCIAL SERVICES (Continued)

A total of 14 Departmental Personnel Assistant positions are being reclassified to five (5) Management Analyst positions and nine (9) are being reclassified to Senior Departmental Personnel Assistant positions.

Five (5) Departmental Personnel Assistant positions are assigned to the Bureau of Human Resources and report to an Administrative Services Manager I. Duties of the subject positions include researching confidential personnel issues and making recommendations, and researching, maintaining, and compiling various human resources reports. Based on the duties of the subject positions, the work performed is consistent with the classification of Management Analyst. Positions allocated to this class perform a variety of analytical, technical, and/or confidential and sensitive assignments in core administrative functional areas such as human resources. Therefore, we recommend upward reallocation of the five (5) subject positions to Management Analyst.

Nine (9) remaining Departmental Personnel Assistant, one (1) Intermediate Typist-Clerk, two (2) Senior Clerk, and one (1) Supervising Clerk positions are assigned to the Bureau of Human Resources and report to an Administrative Services Manager I. Duties of the subject positions include assisting with new employee on-boarding process, updating human resources systems, assisting with the exam process, generating hiring lists on NeoGov, and organizing and conducting job fairs. Based on the duties of the subject positions, the work performed is consistent with the classification of Senior Departmental Personnel Assistant. Positions allocated to this class assist technical human resources staff in carrying out the personnel program of a County department. Therefore, we recommend upward reallocation of the 13 subject positions to Senior Departmental Personnel Assistant.

Four (4) remaining Intermediate Typist-Clerk and one (1) Senior Clerk positions are assigned to the Bureau of Human Resources and report to an Administrative Services Manager I. Duties of the subject positions include maintaining and organizing employee records, assisting with compiling and maintaining various human resources reports, and processing updates on the electronic Human Resources system. Based on the duties of the subject positions, the work performed is consistent with the classification of Departmental Personnel Assistant. Positions allocated to this class perform a variety of specialized clerical duties in the personnel office of a County department. Therefore, we recommend upward reallocation of the five (5) subject positions to Departmental Personnel Assistant.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

REGISTRAR-RECORDER/COUNTY CLERK

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Information Systems Analyst I Item No. 2590A NMO 101E Represented	1	Senior IT Technical Support Analyst Item No. 2547A NMO 103E Represented
1	Information Systems Analyst II Item No. 2591A NMO 104A Represented	1	Senior IT Technical Support Analyst Item No. 2547A NMO 103E Represented
1	Information Technology Aide Item No. 2584A NMO 83L Represented	1	IT Technical Support Analyst I Item No. 2545A NMO 95E Represented
1	Intermediate Clerk Item No. 1138A NMVO 74E Represented	1	Information Technology Aide Item No. 2584A NMO 83L Represented
3	Senior Information Technology Aide Item No. 2585A NMO 89L Represented	3	IT Technical Support Analyst II Item No. 2546A NMO 99E Represented

The subject Information Systems Analyst I position is responsible for performing duties such as managing and providing technical support for the department's telephony infrastructure; assisting with the assessment and recommendation of new Information Technology (IT) hardware, software, and application purchases on behalf of the department; researching, evaluating, and demonstrating the scalability of IT hardware, software, and applications; conducting root cause analyses on complex issues (e.g., intermittent drop calls, callers being unable to hear call center agents, and call routing

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

REGISTRAR-RECORDER/COUNTY CLERK (Continued)

issues); developing user and training documents and conducting targeted/specialized group trainings; and leading lower-level permanent and temporary technical support staff in large-scale reimaging and configuring projects. The duties and responsibilities are consistent with the classification concept for the Senior IT Technical Support Analyst, a class that provides comprehensive/complex technical support services in information technology, including the installation, configuration, testing, troubleshooting and repair of hardware, software, networking, and applications; and which may lead other IT support staff. Therefore, we recommend upward reallocation of the subject position to Senior IT Technical Support Analyst.

The subject Information Systems Analyst II position is responsible for performing duties such as troubleshooting and resolving the most complex technical support issues, which include diagnosing and resolving intricate hardware, software, and network application issues; analyzing and optimizing network, hardware, and software performance for specialized business and election operations; coordinating and leading large installation, configuration, maintenance, and trouble-shooting projects; serving as the section's "technical expert," conducting independent research and analysis studies on multifaceted systems and applications to further enhance user experiences and productivity; and providing senior level technical support to both daily business and election operations, often traveling to various departmental facilities. The duties and responsibilities are consistent with the classification concept for the Senior IT Technical Support Analyst, a class that provides comprehensive/complex technical support services in information technology, including the installation, configuration, testing, troubleshooting and repair of hardware, software, networking, and applications; and which may lead other IT support staff. Therefore, we recommend downward reallocation of the subject position to Senior IT Technical Support Analyst.

The subject Information Technology Aide position is responsible for performing duties such as providing technical support for a multitude of IT-related incidents (e.g., hardware, software, system, network connectivity and/or application-related issues) and requests (e.g., new software and hardware installations and uninstallations, operating system and driver updates, application configurations, and security patch installations); installing, configuring, maintaining, and troubleshooting IT devices, including personal computers, laptops, cell phones, printers, scanners, and other peripheral devices; and installing, configuring, maintaining, and troubleshooting IT hardware, software, systems, and applications for various election operations. The duties and responsibilities are consistent with the classification concept for the Information Technology Technical Support Analyst I, a class that functions under close supervision and uses established procedures to provide a full range of technical support services in information technology, including installation, configuration, testing, troubleshooting and repair of hardware, software, networking, and applications in a centralized IT organization. Therefore, we recommend upward reallocation of the subject position to IT Technical Support Analyst I.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

REGISTRAR-RECORDER/COUNTY CLERK (Continued)

The subject Intermediate Clerk position is responsible for performing duties such as answering incoming calls and aiding users encountering basic technical problems (e.g., password resets, connectivity issues, printer and/or printing issues, toner replacements, and software problems); monitoring and tracking technical support tickets; generating reports for various customers and public agencies; and assisting higher-level technical support staff with relocating/unloading computer equipment to various sections and locations. The duties and responsibilities are consistent with the classification concept for the Information Technology Aide, a class that is responsible for performing routine tasks such as executing predefined test plans, tracking issues, compiling, and organizing documentation, and applying scripted solutions to common user or systems-related problems. Therefore, we recommend upward reallocation of the subject position to Information Technology Aide.

The three (3) subject Senior Information Technology Aide positions operate under general supervision and are responsible for performing duties such as installing, configuring, testing, troubleshooting, and repairing IT hardware (e.g., desktops, laptops, cell phones, printers, scanners, and other peripheral devices), software, networks, and applications; resolving network connectivity issues, hardware malfunctions, corrupted user profiles, and folder recoveries; serving as technical resources and leading small hardware and software installation projects and participating in larger-scale projects; and resolving escalated issues, such as glitches and computer crashes. The duties and responsibilities are consistent with the classification concept for the Information Technology Technical Support Analyst II, a class that functions under general supervision while providing a full range of technical information technology support services, including the installation, configuration, testing, troubleshooting and repair of hardware, software, networks, and applications in a centralized IT organization. Therefore, we recommend upward reallocation of the subject positions to IT Technical Support Analyst II.

ANALYSIS

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

- Adding and establishing the salaries for three employee classifications;
- Deleting five employee classifications;
- Changing the title of one employee classification;
- Amending Sections 6.78.060 (Health Services – LAC+USC Medical Center – Positions) and 6.78.350 (Additional Information); and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Board of Supervisors, Fire, Health Services, Human Resources, Internal Services, Military and Veterans Affairs, Parks and Recreation, Public Social Services, Registrar-Recorder/County Clerk.

DAWYN R. HARRISON
County Counsel

By: POUYA BAVAFA
Senior Deputy County Counsel

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salaries for three employee classifications; delete five employee classifications; change the title for one employee classification; amend two sections to reflect a section name change; 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>5796</u>	<u>MAMMOGRAPHY TECHNOLOGIST, SPECIAL PROCEDURES</u>	<u> </u> * <u>10/01/2024</u>	<u>NMO</u> <u>NMO</u>	<u>103F</u> <u>104H</u>
<u>4885</u>	<u>SUPERVISING FORENSIC TECH (NON-MEGAFLEX)</u>	<u> </u> * <u>10/01/2024</u>	<u>NMO</u> <u>NMO</u>	<u>95C</u> <u>97B</u>
<u>5797</u>	<u>SUPERVISING MAMMOGRAPHY TECHNOLOGIST</u>	<u> </u> * <u>10/01/2024</u>	<u>NMO</u> <u>NMO</u>	<u>106K</u> <u>107L</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 6.28.050 (Tables of Classes of Positions with Salary Schedule

and Level) is hereby amended to delete the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
4581	CHIEF,MANAGEMENT SYSTEMS,HLTH SERVS	01/01/2021	N23	S12
		10/01/2022	N23	S12
		10/01/2023	N23	S12
		10/21/2024	N23	S12
1612	COMMUNITY INFORMATION OFFICER	01/01/2021	NMO	113K
		10/01/2022	NMO	115H
		10/01/2023	NMO	116K
		10/01/2024	NMO	118A
8861	CONTRACT MONITOR,RECREATIONAL,SVCS	01/01/2021	NMO	94L
		10/01/2022	NMO	96L
		10/01/2023	NMO	98B
		10/01/2024	NMO	99D
2399	STANDARDIZATION & SPECIF COORD,MC	01/01/2021	NMO	104K
		10/01/2022	NMO	106K
		10/01/2023	NMO	108A
		10/01/2024	NMO	109L
8863	SUPERVISING CONTRACTS MONITOR,B & H	01/01/2021	NMO	100L
		10/01/2022	NMO	102L
		10/01/2023	NMO	104B
		10/01/2024	NMO	105D

SECTION 3. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule

and Level) is hereby amended to change the title of the following class:

ITEM NO.	TITLE
8070	FINANCE MANAGER,LAC/USC MED CENTER <u>FINANCE MANAGER, LOS ANGELES GEN MED CENTER</u>

SECTION 4. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1604A</u>	<u>1</u>	<u>COMMUNICATIONS MANAGER(UC)</u>

SECTION 5. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1101A	6 <u>5</u>	DEP EXECUTIVE OFFICER,BD OF SUP(UC)

SECTION 6. Section 6.76.011 (Fire Department - Administrative) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	42 <u>11</u>	INTERMEDIATE TYPIST-CLERK
2216A	9 <u>10</u>	SENIOR TYPIST-CLERK

SECTION 7. 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
1861A	3 <u>4</u>	STAFF DEVELOPMENT SPECIALIST

9144A 48 17 STAFF DEVELOPMENT SPECIALIST,HS

SECTION 8. 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
4982A	4	BLOOD GAS LABORATORY TECHNICIAN II

SECTION 9. 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
4979A	4 <u>1</u>	BLOOD GAS LABORATORY TECHNICIAN I
4895A	87 <u>90</u>	CLINICAL LABORATORY SCIENTIST I
4896A	47 <u>21</u>	CLINICAL LABORATORY SCIENTIST II

SECTION 10. Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to read as follows:

6.78.060 Los Angeles General Medical Center - Positions.

SECTION 11. Section 6.78.060 (Department of Health Services – Los Angeles General Medical Center) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8070A	1	FINANCE MANAGER, LAC/USC MED CENTER <u>FINANCE MANAGER, LOS ANGELES GEN MED CENTER</u>

SECTION 12. Section 6.78.350 is hereby amended to read as follows:

6.78.350 Additional Information.

....

U. Medical Staff Credentialing—Assignment bonus.

1. a. The three persons assigned to oversee the medical staff credentialing activities at ~~LAC+USC~~ Los Angeles General Medical Center (Medical Staff Coordinator — Item No. 0928), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC — Credentialing Specialist, Item No. 0927), and the High Desert MACC (Credentialing Specialist — Item No. 0927) shall be entitled to receive additional compensation at the rate of 22 levels (5.5%) higher than that established for their respective classifications. The rates established by this provision shall constitute a base rate and shall cease when these assignments are vacated.

b. Effective with the pay period ending April 15, 2012 and upon notification to the board of supervisors by the chief executive officer that the human resources management system implementing this provision is fully operational, all

provisions in Section 6.78.350, subsection U.1.a shall remain in effect except that such persons meeting the aforementioned requirements shall be entitled to receive additional compensation at a rate 5.6468 percent higher than that established for their respective classifications. The rates established by this provision shall constitute a base rate and shall cease when these assignments are vacated.

2. a. The person employed as a Credentialing Specialist (Item No. 0927) and assigned to serve on a permanent basis as the lead assistant to the Medical Staff Coordinator (Item No. 0928) at ~~LAC+USC~~ Los Angeles General Medical Center shall be entitled to receive additional compensation at the rate of 22 levels (5.5%) higher than that established for this classification. The rate established by this provision shall constitute a base rate and shall cease when this assignment is vacated.

b. Effective with the pay period ending April 15, 2012 and upon notification to the board of supervisors by the chief executive officer that the human resources management system implementing this provision is fully operational, all provisions in Section 6.78.350, subsection U.2.a shall remain in effect except that such person meeting the aforementioned requirements shall be entitled to receive additional compensation at a rate 5.6468 percent higher than that established for the Credentialing Specialist (Item No. 0927). The rate established by this provision shall constitute a base rate and shall cease when this assignment is vacated.

....

SECTION 13. Section 6.78.100 (Department of Health Services – Community Programs) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4625A	4	DEPUTY, MANAGEMENT PROGRAMS, HS(UC)

SECTION 14. Section 6.78.100 (Department of Health Services – Community Programs) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4640A</u>	<u>2</u>	<u>DEPY DIR, HOUSING FOR HEALTH PROG, HS</u>
<u>4638A</u>	<u>1</u>	<u>DIR, HOUSING FOR HEALTH PROG, HS(UC)</u>

SECTION 15. Section 6.78.100 (Department of Health Services – Community Programs) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4629A	8 <u>6</u>	PROGRAM IMPLEMENTATION MANAGER, HS

SECTION 16. Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1891A	25 <u>26</u>	SENIOR PERSONNEL ASSISTANT
2216A	45 <u>14</u>	SENIOR TYPIST-CLERK

SECTION 17. Section 6.81.010 (Internal Services Department) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4237A	4	SPECIAL ASSISTANT,ISD

SECTION 18. 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>1609A</u>	<u>1</u>	<u>SR PUBLIC INFORMATION SPECIALIST</u>

SECTION 19. 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
1093A	30 <u>31</u>	SECTION MANAGER,ADMINISTRATION,ISD

6661A 8 7 SECTION MANAGER,FACILITIES OPNS,ISD

SECTION 20. Section 6.88.010 (Department of Military and Veterans Affairs) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	2 <u>3</u>	ADMINISTRATIVE SERVICES MANAGER I
1848A	3 <u>2</u>	MANAGEMENT ANALYST

SECTION 21. 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
6774A	30 <u>29</u>	CUSTODIAN
0352A	142 <u>143</u>	GROUNDS MAINTENANCE WORKER I

SECTION 22. 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
0888A	30 <u>29</u>	ADMINISTRATIVE ASSISTANT II
1842A	29 <u>20</u>	DEPARTMENTAL PERSONNEL ASSISTANT
2214A	1847 <u>1842</u>	INTERMEDIATE TYPIST-CLERK
1848A	114 <u>120</u>	MANAGEMENT ANALYST

1140A	248	<u>245</u>	SENIOR CLERK
1843A	14	<u>27</u>	SENIOR DEPARTMENTAL PERSONNEL ASST
1174A	169	<u>168</u>	SUPERVISING CLERK

SECTION 23. 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>2547A</u>	<u>2</u>	<u>SENIOR IT TECHNICAL SUPPORT ANALYST</u>

SECTION 24. 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
2590A	3 <u>2</u>	INFORMATION SYSTEMS ANALYST I
2591A	9 <u>8</u>	INFORMATION SYSTEMS ANALYST II
2545A	4 <u>2</u>	IT TECHNICAL SUPPORT ANALYST I
2546A	2 <u>5</u>	IT TECHNICAL SUPPORT ANALYST II
1138A	129 <u>128</u>	INTERMEDIATE CLERK
2585A	8 <u>5</u>	SENIOR INFORMATION TECHNOLOGY AIDE

SECTION 25. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[GENRECLASSJAN2024ASCEO]



MAMMOGRAPHY TECHNOLOGIST, SPECIAL PROCEDURES

**ITEM NUMBER:
5796**

DEFINITION/STANDARDS:

DEFINITION:

Under general direction, performs screening mammograms as well as highly specialized diagnostic mammography tests and assists physicians during specialized breast procedures.

CLASSIFICATION STANDARDS:

Positions allocable to this class typically report to a Supervising Mammography Technologist or Supervising Radiologic Technologist II and serve under exacting conditions to produce quality images necessary for diagnosis. Incumbents work closely with a physician in a County hospital or appropriate sized surgical center and produce radiographs and perform highly complex image-guided diagnostic and interventional breast procedures including biopsies, aspirations, needle localizations, and galactograms.

EXAMPLES OF DUTIES:

Assists physicians (radiologist, surgeons, and other specialists) in performing image guided diagnostic and invasive breast procedures (e.g. stereotactic biopsy, MRI breast biopsies, needle localization, galactograms).

Receives and reviews physician's request for mammography procedure and identifies the patient per department policy. Reviews brief breast health history and confirms correct study is ordered and performed.

Performs screening and diagnostic mammography.

Checks the operation of equipment daily and reports malfunction to a supervisor immediately.

Sets up examination room, materials and equipment including selection of appropriate grids, collimators, cassettes, compression paddles, syringes, contrast media, and catheters specified in equipment and procedure manuals.

Operates mammographic and tomographic units.

Selects and computes machine settings to compensate for such variances as patient size, age, sex, implants, and tissue density.

Selects proper compression paddle, positions equipment at proper angle, and applies appropriate compression to breast.



MAMMOGRAPHY TECHNOLOGIST, SPECIAL PROCEDURES

**ITEM NUMBER:
5796**

Positions the patient accurately when the patient cannot be moved, deviates from basic positioning guidelines by angulating the X-ray tube and the detector to avoid injury, discomfort, pain, or intruding the sterile field during procedures.

Elicits the cooperation of patients by explaining the procedure and attempts to comfort those who fear mammographic examinations by providing assurance.

Evaluates patient's condition and applies immobilizing devices when the patient is unable to cooperate for proper positioning.

Uses equipment and lead shields, such as thyroid shields and aprons, in accordance with State requirements for radiation protection purposes.

Provides technical guidance in the clinical training of new mammography technologists and students.

May orient new personnel to the mammography department.

Processes and completes procedures in the electronic health record and the mammography reporting system.

Assists with patient tracking.

Verifies and confirms proper archiving of images in the Picture Archiving and Communication System.

Performs and documents quality control per Mammography Quality Standards Act requirements on a weekly, monthly, and quarterly basis and reports any malfunction or variation to the mammography manager, maintenance, or service provider.

Audits processing sensitometry records and other equipment/accessory quality control data for compliance with policy and trends/problem identification.

May perform other duties as assigned.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:



**MAMMOGRAPHY TECHNOLOGIST,
SPECIAL PROCEDURES**

**ITEM NUMBER:
5796**

One year of experience at the level of a certified Mammography Technologist.

LICENSE:

Certification as a Radiologic Technologist (CRT) issued by the State of California, Department of Public Health **-AND-** Mammographic Certificate issued by the State of California Department of Public Health/Radiologic Health Branch.

A current certification in accordance with the American Heart Associate's Basic Life Support (BLS) for Healthcare Providers (CPR & AED) Program.

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

3 - Moderate.

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

COMMENTS:

NEW CLASSIFICATION
10/16/23



**SUPERVISING FORENSIC
TECHNICIAN (NON-MEGAFLEX)**

Class Code:
4885

COUNTY OF LOS ANGELES
Established Date: TBD
Revision Date: TBD

SALARY RANGE

\$5,533.45 – 7,457.09 Monthly

DEFINITION/STANDARDS:

DEFINITION:

Under direction, supervises Forensic Technicians in the preparation of bodies for autopsies and in assisting pathologists during autopsies.

CLASSIFICATION STANDARDS:

This is the supervisory level class of the Forensic Technician series. Positions allocable to this class receive administrative and technical supervision from the Head, Forensic Photographic and Support Services and work under the direction of a pathologist. These positions are found in an autopsy room setting and are responsible for supervising Forensic Technicians. Incumbents may perform technician duties in difficult cases or as needed. This class is characterized by the quantity and diversity of autopsies performed on human decedents. Incumbents in these positions may be required to stand or walk for long periods of time and lift heavy equipment or decedents while performing job-related duties.

EXAMPLES OF DUTIES:

Supervises technicians during autopsies and ensures that Rules of Evidence are observed and that medical evidence is recognized and preserved for investigations.

Trains, evaluates and schedules staff; prepares and administers performance evaluations.

Supervises staff in cleaning and maintenance of facility; orders supplies and equipment; controls inventory.

Supervises Forensic Technicians in photo and X-ray units.

Performs specialized and difficult identification work in obtaining physical evidence from badly decomposed bodies.

Correlates all information to be furnished by staff to proper authorities.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

One year's experience at the level of Forensic Technician II.

LICENSE:

PHYSICAL CLASS:

3 - Moderate

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

COMMENTS:

All allocations or appointments shall be made using this class effective MM DD, YYYY.

N:\CLASSIFICATION\CLASS SPEC REVISIONS\MEDICAL EXAMINER\Supervising Forensic Technician (Non-Megafex)\4886 SUPERVISING FORENSIC TECHNICIAN - MARK-UP (v1).docx



SUPERVISING MAMMOGRAPHY TECHNOLOGIST

**ITEM NUMBER:
5797**

DEFINITION/STANDARDS:

DEFINITION:

Supervises breast imaging operations at a hospital or a surgical center and staff performing a variety of breast imaging screenings and diagnostic tests and performs diagnostic tests and related duties as required.

CLASSIFICATION STANDARDS:

The Supervising Mammography Technologist typically reports to a Supervising Radiologic Technologist II or higher, and is responsible for preparing the facility for Mammography Quality Standards Act (MQSA) inspections at a hospital or a surgical center, and may be responsible for the preparation of an outpatient clinics' MQSA, and U.S. Food and Drug Administration (FDA) inspections, obtaining American College of Radiology (ACR) approval, tracking patients, and performing routine supervisory duties. This position is responsible for the mammography operations at a hospital or surgical center where staff perform highly specialized diagnostic mammograms and procedures, and assist in the performance of imaging guided interventional procedures. May provide technical direction to staff that work in a clinic setting performing digital screenings and diagnostic mammograms.

EXAMPLES OF DUTIES:

Plans and organizes work in an assigned unit to assure that all examinations are expeditiously processed and meet requisite standards of quality and safety.

Schedules and assigns personnel to workstations on the basis of such factors as immediate workload, the number of employees available, and the extent of their training in the procedures involved.

Evaluates the work of assigned personnel and counsels them on their performance; effectively recommends or initiates disciplinary action and the adjustment of employee grievances.

Performs administrative duties such as ensuring certificates and licenses are valid and up to date, and preparing for ACR accreditation and MQSA renewals.

Oversees and inspects quality control per MQSA requirements at a hospital or a surgical center on a weekly, monthly, and quarterly basis and reports any malfunction or variation to the mammography manager, maintenance, or service provider. May also oversee and inspect quality control per MQSA requirements of clinical staff.



SUPERVISING MAMMOGRAPHY TECHNOLOGIST

**ITEM NUMBER:
5797**

Responsible for tracking patients, utilizing the tracking system of the mammography reporting system.

Audits processing sensitometry records and other equipment/accessory quality control data for compliance with policy and trends/problem identification.

Assists physicians (radiologist, surgeons, and other specialists) in performing image guided diagnostic and invasive procedures (e.g. stereotactic biopsy, MRI breast biopsies, needle localization, galactograms).

Performs screening and diagnostic mammography during staff shortage.

Contacts vendors for services if needed.

Conducts clinical training of new mammography technologists and students.

Orients new personnel to the mammography department.

Confirms proper archiving and availability of images in the Picture Archiving and Communication System, and assures studies are properly completed in the electronic health record and the mammography reporting system.

May perform other duties as assigned.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Two years of experience at the level of a certified Mammography Technologist, Special Procedures.

LICENSE:

Certification as a Radiologic Technologist (CRT) issued by the State of California, Department of Public Health **-AND-** Mammographic Certificate issued by the State of California Department of Public Health/Radiologic Health Branch.

A current certification in accordance with the American Heart Associate's Basic Life Support (BLS) for Healthcare Providers (CPR & AED) Program.



**SUPERVISING MAMMOGRAPHY
TECHNOLOGIST**

**ITEM NUMBER:
5797**

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

3 - Moderate.

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

COMMENTS:

DRAFT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/3/2023			
BOARD MEETING DATE	1/23/2024			
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th			
DEPARTMENT(S)	Mental Health			
SUBJECT	Ten-year lease for 35,667 square feet of office and patio space and 105 on-site parking spaces at 3609 South 10 th Avenue, Los Angeles, 90018.			
PROGRAM	West Central Family Mental Health Center			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A			
DEADLINES/ TIME CONSTRAINTS				
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$33,738,000</td> <td>Funding source: Fully funded with MHSA, State and Federal funds</td> </tr> </table>		Total cost: \$33,738,000	Funding source: Fully funded with MHSA, State and Federal funds
Total cost: \$33,738,000	Funding source: Fully funded with MHSA, State and Federal funds			
	TERMS (if applicable): The proposed lease will have an annual rental cost of \$2,636,000 for the first year, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.			
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year (FY) 2023-24 Rent Expense budget and will be billed back to DMH. DMH has sufficient funding in its FY 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DMH.			
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide use of office space for DMH.			
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed lease at the Premises will serve as a replacement for DMH's WCFMHC formerly located at 3741-3751 Stocker in Los Angeles. In 2021 the landlord notified DMH of its plans to redevelop the property and requested that DMH vacate the building. DMH vacated that location on May 31, 2022, and temporarily relocated to the County-owned asset known as Martin Luther King Jr. Outpatient Center at 1670 E. 120th St., Los Angeles (Hawkins Center) and DMH has been diligently searching for a relocation site since then.			
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:			
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera, Section Chief, Leasing CEO- Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov			



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

January 23, 2024

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:

**TEN-YEAR LEASE
DEPARTMENT OF MENTAL HEALTH
3609 SOUTH 10TH AVENUE, LOS ANGELES
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed new ten-year lease for 35,667 square feet of office and patio space, and 105 on-site parking spaces for the Department of Mental Health's (DMH) West Central Family Mental Health Center (WCFMHC).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Welcome to the Depot, LLC, a Delaware limited liability company (Landlord), for approximately 35,667 square feet of space comprised of 30,449 square feet of office space and 5,218 square feet of patio space with 105 on-site parking spaces located at 3609 South 10th Avenue, Los Angeles (Premises) to be occupied by DMH. This proposes a lease for a term of ten years. The estimated maximum first year base rental cost is \$2,044,000, but with a four-month rent abatement of \$681,000, will equal \$1,363,000. The estimated total proposed lease cost including parking, tenant improvements (TIs), and low-voltage costs is \$33,738,000 over the ten-year term. The rental costs will be funded with Mental Health Services Act and other State and Federal funds that are already included in DMH's existing budget. DMH will not be requesting additional net County cost for this action.



"To Enrich Lives Through Effective And Caring Service"

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to \$4,262,860 for the County's TI contribution, if paid in a lump sum, or \$5,186,126 if amortized over five years at 8 percent interest per annum.
4. Authorize the Director of DMH to contract with a Telecommunication Services Master Agreement vendor, in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$2,284,000. The cost for the Low-Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed lease at the Premises will serve as a replacement for DMH's WCFMHC formerly located at 3741-3751 Stocker Street, Los Angeles. DMH has operated its WCFMHC since 1974. In 2021 the landlord notified DMH of its plans to redevelop the property and requested that DMH vacate the building. DMH vacated that location on May 31, 2022, and temporarily relocated to the County-owned facility known as the Martin Luther King Jr. Outpatient Center at 1670 East 120th Street, Los Angeles (Hawkins Center). DMH has been diligently searching for a relocation site since that time.

The WCFMHC is a directly operated outpatient mental health services program that provides direct, comprehensive, mental health services to the community. Services provided include psychiatric evaluation and assessment, individual, group, and family therapy, medication support, case management, benefits establishment, crisis intervention, individual and group rehabilitation, and other mental health services. The Full-Service Partnership Transitional Age Youth Program also operates at this facility and consists of a team of mental health professionals who provide intensive field based mental health services to transitional aged youth.

DMH surveyed 37 sites and toured ten properties. Several landlords elected not to pursue a lease with the County based on the proposed use as a Mental Health Center. DMH identified a potential site, and the Chief Executive Office (CEO) Real Estate Division began negotiations. However, after 14 months, the County terminated negotiations as the parties could not agree to terms and there were concerns about insufficient parking at the site. After going back out to the market, new sites were identified and toured, and the proposed Premises was selected because its location within DMH's service area was the most convenient for the existing clientele and

availability of space.

The proposed Premises is located within Service Area 6, which has a high concentration of clients. The proposed Premises is approximately 1.6 miles from the current location. The facility will house 134 staff and includes 21 positions budgeted for growth. Approximately 95 clients will visit the proposed Premises per day to receive mental health services. The proposed Premises is near public transportation routes.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 – *“Make Investments That Transform Lives”* – provides that we will aggressively address society’s most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease is also consistent with Strategic Asset Management Goal of strengthening connection between service priorities and asset decisions and Key Objective No.1 – Maintain Asset Inventory.

The proposed lease supports the above goals and objective by providing DMH with adequate office space within its service area to continue providing mental health services to the community.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$2,044,000, but with a four-month rent abatement of \$681,000, will equal \$1,363,000. The aggregate cost associated with the proposed lease over the entire term, including parking, TIs, and low-voltage costs is \$33,738,000 as shown in Enclosure B. The proposed lease costs will be fully funded with Mental Health Services Act and other State and Federal funds that is already included in DMH’s existing budget. DMH will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to DMH. DMH has sufficient funding in its Fiscal Year 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DMH.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

**COUNTY OF LOS ANGELES - Tenant
WELCOME TO THE DEPOT, LLC – Landlord**

**3609 S. 10TH AVENUE
SUITE 100
LOS ANGELES, CALIFORNIA**

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EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Landlord's Work Letter

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2023 between WELCOME TO THE DEPOT, LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notices:	Welcome to the Depot, LLC 535 S Norton Ave Los Angeles, CA 90020
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 35,667 rentable square feet ("RSF") comprised of 30,449 RSF of office space ("Premises A") and 5,218 RSF of outdoor patio space for the exclusive use of Tenant ("Premises B"), Premises A and Premises B shall collectively be the "Premises", designated as Suite 100, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.

(d) Building:	The Building located at 3609 S. 10 th Avenue, Los Angeles, California, which is currently assessed by the County Assessor as APN 5044-010-029 (collectively, the "Property");
(e) Term:	Ten (10) years, commencing the first day of the month following thirty (30) days after the date of Substantial Completion of the Tenant Improvements and Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the last day of the tenth (10 th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	July 1, 2025
(g) Irrevocable Offer Expiration Date: (see Section 33)	January 31, 2024
(h) Base Rent: (see Section 5)	<p>Premises A: \$5.15 per rentable square foot per month (i.e., \$156,812.35 per month or \$1,881,748.20 per year) and thereafter subject to annual adjustments.</p> <p>Premises B: \$2.58 per rentable square foot per month (i.e., \$13,462.44 per month or \$161,549.28 per year) and thereafter subject to annual adjustments.</p>
(i) Early Termination (see Section 4.4)	One hundred and eighty (180) days' notice on or after the 96 th month following the Commencement Date.
(j) Rentable Square Feet in the Premises:	35,667 rentable square feet
(k) Initial Departmental Use:	Department of Mental Health, subject to Section 6.
(l) Parking Spaces:	99 unreserved parking spaces (3 parking spaces/1,000 RSF of Premises A). to be used by Tenant for employee and/or visitor parking all offered at a rate of \$150 per space per month,

	subject to a one time 5% increase after the 5th year of the Lease Term.
(m) Tenant's Hours of Operation:	6 a.m. to 7 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays
(n) Asbestos Report:	New building built to meet most recent code requirements per certificate of occupancy.
(o) Seismic Report	New building built to meet most recent code requirements per certificate of occupancy.
(p) Disabled Access Survey	New building built to meet most recent code requirements per certificate of occupancy.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	\$2,140,020.00 (i.e., \$60 per rentable square foot of the Premises)
(b) Tenant's TI Contribution:	\$4,262,860.00 (i.e., \$140 per rentable square foot of Premises A only)
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Fixed eight percent (8%) per annum
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	\$86,435.43 per month, ending on the sixtieth (60th) month of the Original Term.
(e) Tenant's Work Letter Representative:	An assigned staff person of the Chief Executive Office-Real Estate Division
(f) Landlord's Work Letter Representative:	Obalit Dooman (obalit@luzzattocompany.com)
(g) Landlord's Address for Work Letter Notices:	535 South Norton Ave. Los Angeles, CA 90020
(h) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate

<p>1.3 <u>Exhibits to Lease</u></p>	<p>Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter Exhibit J – Building Rules and Regulations</p>
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2. **PREMISES**

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

3. **COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory Building Rules and Regulations regarding the use of the Common Area established by Landlord and attached hereto as Exhibit J, as the same may be reasonably modified in writing and with notice to Tenant from time to time, provided however, such rules and regulations shall not in any way limit or prevent Tenant from its intended use and or occupancy of the Premises.

4. **COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has reasonably accepted the Tenant Improvements and the Premises in writing. Subject to Section 4.3 below and any other rights of Tenant to enter the Premises prior to the Commencement Date, the parties shall agree Tenant's employees taking

occupancy of the Premises for the purpose of conducting business shall be considered as Tenant's acceptance of the Tenant Improvements and the Premises. The terms "Substantial Completion" or "Substantially Complete" as used in this Lease shall mean compliance with all of the following:

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;
- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;
- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and
- (e) If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

4.2 Termination Right

If the Commencement Date has not occurred within ninety (90) days after the Estimated Commencement Date, subject to Tenant Delays or Force Majeure Delays, as provided in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred and eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee. In the event Tenant terminates this Lease pursuant to this section, Tenant shall reimburse the Landlord for the unamortized portion of the Landlord's TI Allowance on a straight-line eight percent (8%) interest

basis, which shall not exceed an amount equal to \$574,085.57 (Early Termination Fee).

4.5 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. In no event shall Landlord be deemed to have forfeited its rights to any such unpaid Base Rent. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Rent Abatement

The Base Rent for the 1st, 2nd, 3rd, and 4th months of the initial Term shall be abated.

5.3 Base Rent Adjustments

- (a) CPI. From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.
- (b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor

published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

- (c) Illustration of Formula. The formula for determining the new rent shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \text{Base Rent at the Commencement Date} = \text{Adjusted Base Rent}$$

- (d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than four percent (4%) per year nor less than two percent (2%) of the Base Rent payable in the month preceding the applicable adjustment.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays. Tenant will be permitted to replace the initial tenant department with any County of Los Angeles Department or Division or associated agency, excluding any probationary or public serving uses expected to have a greater number of daily visitors than Department of Mental Health.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease (including any annual Base Rent adjustments, which shall continue to apply to any extended Term), and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at eight percent (8%) per annum from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date, to Landlord's actual knowledge:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

Notwithstanding the above, in the event any of the above items are found not to meet the standards provided above, then Landlord at its sole cost and expense, shall make the applicable repairs in order to become in compliance with the above.

- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:
[Check the appropriate box]

☒ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

(d) Subject to the relevant notice and cure periods set forth herein, Landlord agrees to indemnify and hold harmless Tenant from all damages, costs,

and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
 - vi. maintain the planting along the perimeter of the building and properly maintain the common area landscaping
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations may include (to the extent commercially reasonably necessary), without limitation, repairs to, or replacements of:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls ;
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability and to the extent available, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related computer, technology or other operating equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action. If not reimbursed by Landlord within ten (10) business days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.
- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to (i) the

Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

(a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during standard Building hours (Monday through Friday 7am-7pm) ("Building Hours of Operation") in amounts required for the use and occupancy of the Premises A for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

Landlord also shall provide HVAC services during hours other than the Building Hours of Operation ("After Hours HVAC"), subject to the following terms and conditions:

(1) Landlord shall provide the After Hours HVAC if Tenant gives Landlord advance notice of its need for such service no later than 3:00 p.m. on Monday through Friday (except holidays referred to above) that Tenant requires the services, and no later than 5:00 p.m. on the last business day preceding the weekend or holiday that Tenant requires the service. In addition and notwithstanding the foregoing, Tenant may contact the Building manager or on-site Building engineer at any reasonable time to order After Hours HVAC, and Landlord shall, to the extent reasonably practicable, provide After Hours HVAC service as requested by Tenant, even if Tenant failed to give notice within the time periods specified above.

(2) Landlord will provide the After Hours HVAC at "Actual Cost", defined herein as the actual costs incurred by Landlord in providing any particular service (including Landlord's reasonable estimate of related administrative cost for the cost of such service (to the extent not duplicative of costs included in Operating Costs) and applicable depreciation related to the increased utilization of equipment used in providing the service). There shall be no start-up charges and minimum usage for After Hours HVAC service. The foregoing direct charges shall be payable by Tenant as Additional Rent. The rate for After Hours HVAC currently is One Hundred Ten Dollars (\$110.00) per hour, which Landlord and Tenant acknowledge is appropriate in accordance with the foregoing. Landlord shall be entitled to increase such charge from time to time, upon at least thirty (30) days prior written notice to Tenant, but only to reflect increases

in the cost of labor, electricity, water and water treatment in connection therewith.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

Landlord shall furnish passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) days per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide one access card or fobs for each parking space leased to Tenant for all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense Landlord's sole cost and expense for the initial two hundred (200) cards or fobs (as applicable), thereafter Tenant shall pay \$10.00 per access card.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto Common Areas.

(h) Security

Landlord, at its sole cost and expense, shall be responsible for providing Building security in accordance with market standards for a building of this type . Landlord and Tenant acknowledge that Landlord currently provides area-wide shared night security for the 7 properties Landlord or its affiliates own in the immediate vicinity of the Building.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) business days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting or performing any work as approved in advance by Tenant in the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease (including, without limitation, compliance with any Building rules and regulations), where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have all other rights or remedies under this Lease or as may be provided by law or in equity.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. **LANDLORD DEFAULT**

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) business days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five (5) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) from the installments of Base Rent next falling due;

- (b) to pursue the remedy of specific performance; or
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or.
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises, without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold, condition, or delay if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall

continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear.. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises or any action or omission by Tenant, its agents, employees, contractors, invitees or other guests outside the Premises, but within the Building or Common Areas (including the parking areas).

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease 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 the Landlord identified in this Lease. 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 twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant 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 Tenant 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 Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord'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.

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

Landlord 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.

(k) 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.

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

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

General Aggregate:	\$ 3 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

(a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

(b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the obligation to lease ninety-nine (99) monthly unreserved parking spaces at the rate set forth in Section 1.1 and the right (subject to availability as reasonably determined by Landlord) to lease up to nineteen (19) month-to-month parking spaces at the then current market parking rates for the Term of this Lease. Landlord shall be responsible at its own cost for ensuring such unreserved spaces are available for Tenant (which may require a valet assist parking attendant(s), as needed) and the month-to-month is understood to be upon availability. Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations set forth on Exhibit J attached hereto (as the same may be reasonably amended by Landlord from time to time, provided however any rules and regulations shall not in anyway prohibit Tenant from obtaining all of its parking rights as provided herein), provided that such rules and regulations shall be uniformly applied to all tenants of the Building. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each unreserved and/or month-to-month parking space and/or pedestrian gate access to the property set forth in Section 1.1, if applicable.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever other than an emergency or Landlord's performance of its repair and maintenance obligations, ten percent (10%) or more of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), and if such parking spaces are not restored to Tenant with five (5) business days after Landlord's receipt of written notice from Tenant then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by or on behalf Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Tenant's expense as a deduction from the Tenant Improvement Allowance. Any signage installed by or on behalf of Tenant shall comply with Landlord's Building rules and regulations, signage requirements and with all applicable laws and ordinances.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. GENERAL

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than Cushman & Wakefield, Inc (Tenant's Agent) and CBRE (Landlord's Agent) and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms of any commissions due shall be pursuant to a separate commission agreement between Landlord and Tenant's Agent.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise

specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included

herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing, PACE financing, private secured or unsecured or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$100,000 or 1% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least ten (10) business days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal

opinions rendered by the office of counsel for the Tenant) to any person or entity other than any prospective purchaser, lender, broker, attorney, consultant, partner or other person or entity bound by applicable confidentiality, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

34. OPTION TO EXTEND.

(a) Option Terms. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of five (5) years each (Extension Term).

(b) Exercise of Option. Tenant must exercise its options to extend this Lease by:

(i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than twelve (12) months and no earlier than sixteen (16) months prior to the end of the initial Term, and

(ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below.

(c) Terms and Conditions of the Extension Terms. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to one hundred percent (100%) of Market Rental Value for the Premises as of the commencement of the applicable Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, including, but not limited to, the comparable rental rate, escalation, abatement, tenant improvements, and any other tenant inducements then being offered to renewing tenants leasing space in the West Adams sub-market without a minimum rental rate

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent, escalation, abatement, tenant improvements, and any other tenant inducements then being offered to renewing tenants leasing space in the West Adams during the applicable Extension Term. Base Rent during the Extension Term(s) shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its option to extend.

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located (as defined in (c) above) would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant in the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable

period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations (with consideration given to the value of excess parking or disproportionate parking rights given to Tenant relative to other tenants in the Building), signage rights, abatement provisions reflecting free rent and/or no rent during the period of construction or subsequent to the commencement date as to the space in question, brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

(f) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

(g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

35. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have thirty (30) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord

of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such thirty (30) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time set forth in Landlord's Lease Notice. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.


(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the thirty (30) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

Welcome to the Depot, LLC, a Delaware limited liability company

By: 
Name: Asher Luzzatto
Its: President

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

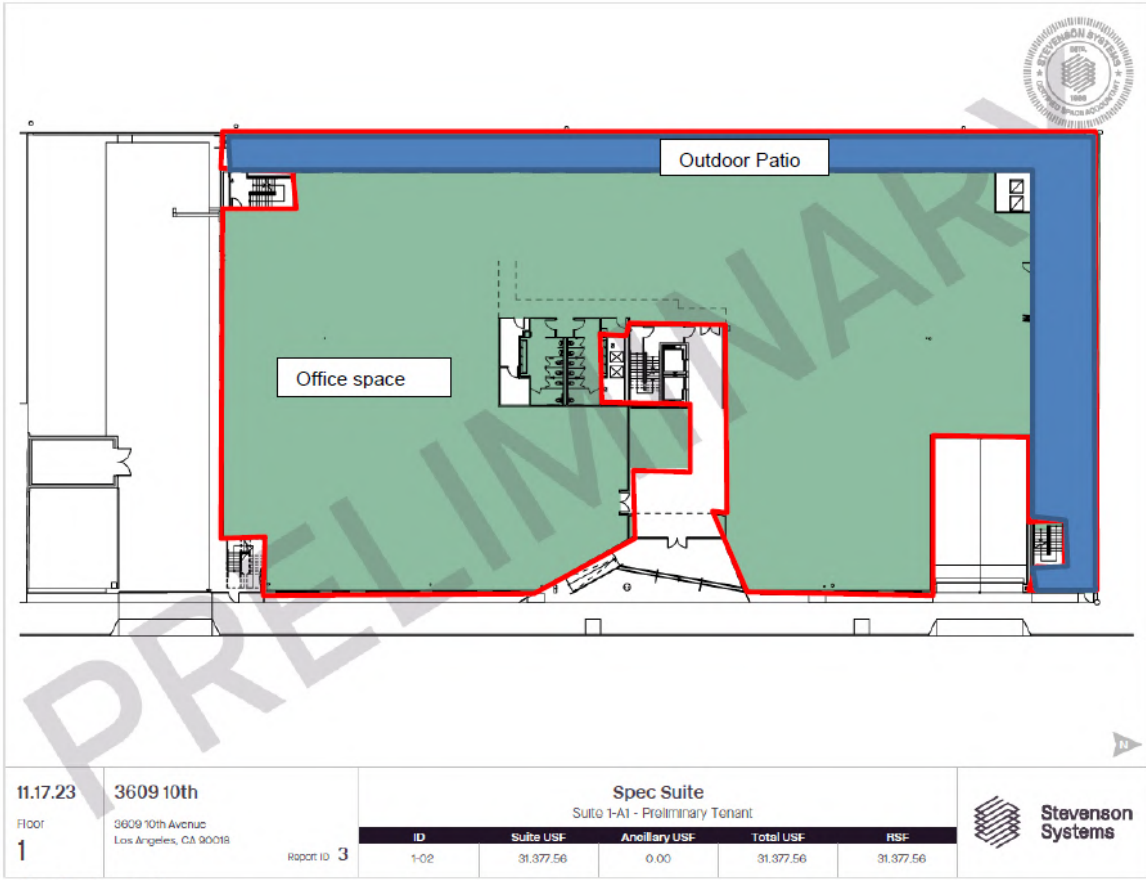
By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy

EXHIBIT A
FLOOR PLAN OF PREMISES





-  = Office Space (Premises A)
-  = Patio Space (Premises B)

EXHIBIT B

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and Welcome to the Depot, LLC, a Delaware limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 3609 S. 10th Avenue, Los Angeles, CA ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____;
- 2) Tenant's Acceptance of the Premises has occurred on _____;
- 3) The first day of the month following thirty (30) days after the date of Substantial Completion of the Tenant Improvements and Tenant's Acceptance of the Premises is on _____ ("Commencement Date");
- 4) The Premises contain 30,449 RSF (Premises A) and 5,218 RSF (Premises B) of space (35,667 RSF total); and

For clarification and the purpose of calculating future rental rate adjustments:

- 5) Base Rent per month is _____.
- 6) The Base Index month is _____.
- 7) The Base Index is _____.
- 8) The first New Index month is _____.

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____,
20____.

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name _____
Its _____

Landlord:

Welcome to the Depot, LLC, a Delaware
limited liability company

By: _____
Name _____
Its _____

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Waste baskets returned to proper position.
6. Fingerprints removed from glass entry doors.
7. Drinking fountains cleaned and sanitized, as needed.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Emergency exit signage and egress battery replacement (if applicable)
10. Floors washed as needed.
11. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.

B. MONTHLY

12. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
13. Bulb and tube replacements, as required.
14. Window sills, ledges and wood paneling and molding dusted.
15. Floors washed in uncarpeted office area.
16. High-reach areas, door frames and tops of partitions dusted.
17. Graffiti expunged as needed within two working days after notice by Tenant

D. QUARTERLY

18. Light fixtures cleaned and dusted, but not less frequently than quarterly.
19. Intentionally Omitted.

20. Draperies or flat window coverings dusted as required, but not less frequently than quarterly.

E. SEMI-ANNUALLY

21. All painted wall and door surfaces washed and stains removed.
22. All walls treated with vinyl covering washed and stains removed.
23. Wall vents and ceiling vents vacuumed.
24. Carpet professionally spot cleaned as required to remove stains.
25. HVAC chiller water checked for bacteria, water conditioned as necessary.
26. HVAC units serviced for preventative maintenance purposes, all filters changed.

F. ANNUALLY

27. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process.
28. Windows washed as required inside and outside but not less frequently than twice annually. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

G. AS NEEDED

29. Premises and the driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
30. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance.
31. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
32. All HVAC ducts cleaned as needed, but no less than every five (5) years.
33. Touch-up paint (without repair) all interior painted walls in a color and finish to match existing.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule. Landlord shall have the right to exclude price, names of any individuals, or other sensitive information from such documents.

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012**

)
)
)
)
)
)
)

Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and BANK OZK, an Arkansas state bank ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notice of Default or Termination Event. Tenant hereby agrees to give prompt written notice to Lender of any default of Landlord under the Lease, and Lender shall have the same right to cure such default(s) as is provided to Landlord under the Lease. It is further agreed that such notice will be given to any successor in interest of Lender under the Deed of Trust, provided that prior to any such default of Landlord such successor in interest shall have given written notice to Tenant of its acquisition of Lender's interest therein, and shall have designated the address to which such notice is to be directed. Notwithstanding any provisions of the Lease to the contrary, Tenant may not terminate the Lease without affording to Lender or its successors a period of time to remedy any such default by Landlord equal to sixty (60) days, such period to commence upon the receipt by Lender or its successors of written notice of such default. If Lender or such successor commences or institutes foreclosure proceedings or advertises its intention to exercise the power of sale under the Deed of Trust within sixty (60) days after receipt of written notice of such default and then proceeds diligently to cure Landlord's default, the Lease shall not terminate and any purported termination by Tenant shall be ineffective.

7. Construction of Premises. Any provision of this Agreement to the contrary notwithstanding, Lender shall have no obligation or incur any liability with respect to the construction or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy. Notwithstanding the foregoing, if Lender (or its designee) shall acquire title to the Premises, Lender shall make funds available to Tenant for improvements of the Premises as set forth in the Lease (the "T.I. Work") to the extent all of the following conditions apply: (i) Lender shall have not already made an advance or disbursement to Landlord or any other party in respect of such amounts for the T.I. Work, (ii) such amounts are in the budget for the loan and would otherwise be available for advance to Landlord (i.e., all advance conditions thereunder have been met), (iii) the T.I. Work has been completed to the satisfaction of Lender in accordance with the terms of the loan documents, and (iv) loan proceeds are actually available for an advance. However, if Lender (or its designee) does not make sufficient funds available to Tenant for the T.I. Work, then Tenant shall be entitled, as its sole remedy, to (i) terminate the Lease upon fifteen (15) days written notice to Landlord and Lender (or its designee); or (ii) complete the T.I. Work at its own expense and recover the cost thereof by offsetting against the rent or other payments due by Tenant under the Lease.

8. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: Bank OZK
8300 Douglas Avenue, Suite 900
Dallas, Texas 75225
Attn: Asset Management

With a copy to: Bank OZK
600 West Commercial
P.O. Box 196
Ozark, Arkansas 72949
Attn: Regina Barker

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

9. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: BANK OZK, an Arkansas state bank

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
 Lease Dated: _____
 Current Landlord: _____
 Located at: _____
 Premises: _____
 Commencement Date of Term: _____
 Expiration Date: _____
 Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

 (b) The current Rent is set forth above.

 (c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

 (d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

 (e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name:				3. Contact Person/Telephone Number:		
2. Address:						
				4. Total number of employees in the firm: _____		
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM			
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____			

2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION		
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the: State of California? Yes No City of Los Angeles? Yes No Federal Government? Yes No		
Black/African American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION We do not wish to provide the information required in this form. Firm Name: _____		
Hispanic/Latin American					
Asian American					
Portuguese American					
American Indian/Alaskan Native					
All Others					

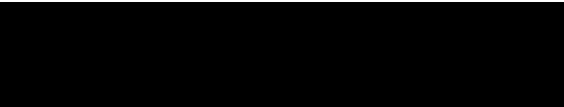
	Signature/Title: _____
	Date: _____

EXHIBIT H

MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD: _____

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me,

_____ Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

LANDLORD'S WORK LETTER

EXHIBIT J

BUILDING RULES AND REGULATIONS

1. No sign, picture, advertisement, name, or notice shall be inscribed, displayed, or affixed on or to any part of the inside of the Building or the Premises without the prior written consent of Landlord, and Landlord shall have the right to remove any such item at the expense of Tenant. All approved signs or lettering on doors and the building directory shall be printed, painted, affixed, or inscribed at the expense of Tenant by a person approved by Landlord. Tenant shall not place anything near the glass of any window, door, partition, or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not, without written consent of Landlord, cover or otherwise sunscreen any window.
2. Landlord shall approve in writing, prior to installation, any attachment of any object affixed to walls, ceilings, or doors other than pictures and similar items.
3. The sidewalks, halls, passages, exits, entrances, elevators, and stairways shall not be obstructed by Tenant or used by Tenant or its employees, contractors, agents, visitors or other invitees for any purpose other than ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies, and roof are not for the use of the general public, and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business, unless such persons are engaged in illegal activities. No tenant and no employees or invitees of any tenant shall go upon the roof of the Building. Tenant shall not prop open the entry doors to Building or Premises.
4. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises or the Building by Tenant, nor shall any changes be made in existing locks or the mechanisms thereof without the prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, return to Landlord all keys to the Premises. If Tenant fails to return any such key, Tenant shall pay to Landlord the cost of such keys and changing the locks to the Premises if Landlord deems it necessary to change such locks.
5. The toilet rooms, urinals, wash bowls, and other apparatus in the Premises or Building shall not be used for any purpose other than that of which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by Tenant.
6. Tenant shall not overload the floor of the Premises, mark on or drive nails, screw, or drill into the partitions, woodwork, or plaster, or in any way deface the Premises or any part thereof. No boring, cutting, or stringing of wires shall be permitted except with the prior written consent of and as the Landlord may direct.
7. No furniture, freight, or equipment of any kind shall be brought into the Building without the consent of Landlord and all moving of same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size, and position of all safes and other heavy

- equipment brought into the Building and also the times and manner of moving the same in and out of the Building and any damage caused by moving or maintaining such safe or other property shall be repaired at the expense of Tenant. There shall not be used in any space, or in the public halls, of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards.
8. Tenant shall not employ any person or persons for the purpose of cleaning the Premises without the consent of Landlord. Landlord shall be in no way responsible to Tenant for any loss of property from the Premises or other damage caused by Landlord's janitorial service or any other person.
 9. No tenant shall place anything in the hallways of the Building. No trash shall be placed in the Common Area.
 10. No tenant shall occupy or permit any portion of the Premises to be occupied for lodging or sleeping or for any illegal purposes or permit any pet within the Premises or Building.
 11. Tenant shall not use or keep in the Premises or the Building any combustible fluid or material, including the use of space heaters, and shall not permit any open flame, including candles, incense, etc.
 12. Landlord will direct electricians as to where and how telephone wiring shall be located. No boring or cutting for wires will be allowed without the written consent of Landlord. The location of telephones, call boxes, and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
 13. No tenant shall lay linoleum or other similar floor covering so that same shall be affixed to the floor of the Premises in any way except by a paste, or other material, which may easily be removed with water, the use of cement or other similar adhesive materials being expressly prohibited. The method of affixing any such linoleum or other similar floor covering to the floor, as well as the method of affixing carpets or rugs to the Premises, shall be subject to approval by Landlord. The expense of repairing any damage resulting from a violation of this rule shall be borne by the tenant by whom, or by whose agents, employees, or invitees, the damage shall have been caused.
 14. Tenant shall provide and use chair pads and carpet protectors at all desk and furniture locations.
 15. No furniture, packages, supplies, equipment, or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by Landlord.
 16. On Saturdays, Sundays, and legal holidays and on any other days between the hours of 6:00 p.m. and 6:30 a.m., Landlord reserves the right to keep all doors to the Building locked, and access to the Building, or to the halls, corridors, elevators, or stairways in the Building or to the Premises may be refused unless the person seeking access is an employee of the Building or is properly identified as a tenant of the Building. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of natural disaster, hurricane, tornado, evacuation, invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or closure of the Building for the safety of the tenants and protection of property in the Building.
 17. Access to the Building and parking may be controlled by the use of electronic card key or by other method deemed necessary by Landlord. Tenant shall be issued card keys or other ingress/egress devices and a deposit for each card or device shall be paid upon issuance of the cards. In the event that Tenant shall damage or lose the card key(s) or device(s), then Tenant's deposit for such card or device will be forfeited,

and Tenant will be required to pay another equal deposit.

18. Smoking is prohibited in the Premises and common areas of the Building at all times.
19. In order to receive a refund of its security deposit, if any, Tenant agrees to provide a forwarding address to Landlord, in writing, on or before the termination date of the Lease. Tenant agrees that it waives any rights and remedies with regard to the security deposit if it fails to provide such forwarding address to Landlord, in writing, on or before the termination date of the Lease, including waiver of the right to receive a refund and to receive a description of damages and charges. Landlord shall have sixty (60) days from the date Tenant surrenders the premises and Landlord's receipt of Tenant's forwarding address, to refund the security deposit and/or provide a written description of damages and charges.
20. Landlord reserves the right to charge Tenant, and require payment in advance, for services and/or expenses not required of Landlord under this Lease, or incurred in relation to the Lease. Such charges include, but are not limited to, processing "bounced" checks, changing locks, reviewing and signing lien waivers, lease assignments, sublet documents, providing after hours HVAC rates, etc. A list of charges can be obtained from the Landlord's representative. The charges are based on the cost to the Landlord or its management company to provide the service which is charged for and are subject to change at any time without notice.
21. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building.
22. Parking Rules
 - (a) Cars must be parked entirely within the stall lines painted on the floor.
 - (b) All directional signs and arrows must be observed.
 - (c) The speed limit shall be five (5) miles per hour.
 - (d) Parking is prohibited in areas not striped for parking, aisles and areas where "No Parking" signs are posted, cross hatched areas, and in such other areas as may be designated by Landlord or Landlord's agent(s) including, but not limited to, areas designated as "Visitor Parking" or reserved spaces not rented under this Lease.
 - (e) Every patron is required to park and lock his or her own car. All responsibility for damage to cars or persons or loss of personal possessions is assumed by the patron.
 - (f) Spaces which are designated for small, intermediate, or full-sized cars shall be so used. No intermediate or full-size cars shall be parked in parking spaces limited to compact cars.
 - (g) No overnight (outside of Building Hours of Operating) parking is allowed without the prior written consent of the Landlord, which may be withheld in its sole and absolute discretion.

Tenant and patron(s) will immediately vacate the parking facilities and remove all vehicles upon Landlord's request in order to facilitate evacuations during severe weather or other times of danger.

Lease - 3609 South 10th Street 12-4-23







Execution Copy

Final Audit Report

2023-12-04

Created:	2023-12-04
By:	Donald Taylor (donald@luzzattocompany.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAitIT37I-0ZcAA-MwpH2GR8MFVvRF5Cmf

"Lease - 3609 South 10th Street 12-4-23 Execution Copy" History

-  Document created by Donald Taylor (donald@luzzattocompany.com)
2023-12-04 - 11:04:47 PM GMT- IP address: 98.41.108.45
-  Document emailed to asher@luzzattocompany.com for signature
2023-12-04 - 11:05:20 PM GMT
-  Email viewed by asher@luzzattocompany.com
2023-12-04 - 11:15:37 PM GMT- IP address: 74.125.215.169
-  Signer asher@luzzattocompany.com entered name at signing as Asher Luzzatto
2023-12-04 - 11:49:29 PM GMT- IP address: 174.205.229.203
-  Document e-signed by Asher Luzzatto (asher@luzzattocompany.com)
Signature Date: 2023-12-04 - 11:49:31 PM GMT - Time Source: server- IP address: 174.205.229.203
-  Agreement completed.
2023-12-04 - 11:49:31 PM GMT

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease also includes the following provisions:

- The annual rental rate for the office space will be \$61.80 per square foot, per year and is subject to annual increases based on the Consumer Price Index with a minimum of 2 percent per annum and capped at 4 percent per annum.
- The annual rental rate for the patio space will be \$30.96 per square foot, per year and is subject to annual increases based on the Consumer Price Index with a minimum of 2 percent per annum and capped at 4 percent per annum.
- Total TI costs are expected to be \$6,402,880. The Landlord will provide \$2,140,020 (\$60 per square foot) base TI allowance.
- Any unused portion of the base TI allowance shall be applied toward the next due date of the monthly base rent.
- The County will reimburse the Landlord up to \$4,262,860 (\$140 per square foot) as the County's TI contribution. The County has the right to pay up to 50 percent of the TI contribution as a lump sum payment and amortize the remaining balance over five years at 8 percent interest. If the County elects to amortize the entire TI contribution, the amount will be amortized over five years with interest at 8 percent for a fully amortized amount not to exceed \$5,187,000.
- The County will pay \$2,284,000 for the lump sum cost of the Low-Voltage Items.
- The Landlord is responsible for all operating and maintenance costs of the proposed Premises and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The annual parking rate for the proposed lease years one through five will be \$1,800 per parking space, for 105 on-site parking spaces. The annual parking rate for the proposed lease years six through ten will be \$1,890 per parking space, for 105 on-site parking spaces.
- The County shall have the right to lease an additional 13 on-site parking spaces on a month-to-month basis, subject to availability. The monthly rate will be \$150 per parking space.

- A ten-year initial term with one option to extend the proposed lease for an additional five years with 12 months' notice, at fair market rent. If all options are exercised, the total term of the proposed lease would be 15 years.
- The County has the right to terminate the proposed lease any time after 96 months, with 180 days' notice subject to payment of a termination fee equal to the balance of the unamortized TI allowance, not to exceed \$574,086.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be at the base rent at the time of the proposed lease expiration.
- The County shall have the Right of First Offer for any available, contiguous space in the building.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence upon completion of the tenant improvements by the Landlord, and acceptance of the Premises by the County.

The CEO issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website. None of the responses received were suitable for DMH's needs due to lack of parking or being located outside of DMH's service area. The CEO conducted a market search of over ten available office locations for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$68.40 and \$80.40 per square foot, per year. The base annual rental rates of \$61.80 and \$30.96 per square foot, per year for the proposed lease represents rates that are below the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the Premises as the most suitable to meet the County's space requirements.

Due to the high volume of daily visitors at the Premises, co-working space is not practical for DMH.

Enclosure C shows all County-owned and leased facilities within the surveyed areas and there are no County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected the facility and found it suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter to the City of Los Angeles has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and has approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will provide a suitable office location for DMH's WCFMHC, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space, and parking spaces for this County requirement. DMH concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC:JLC
HD:ANR:OM:gb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
Mental Health

**DEPARTMENT OF MENTAL HEALTH
3609 SOUTH 10TH AVENUE, LOS ANGELES**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²		X		
B	Does lease co-locate with other functions to better serve clients? ²		X		
C	Does this lease centralize business support functions? ²		X		
D	Does this lease meet the guideline of 200 sq. ft. of space per person? ² 266 sq. ft per person (based on 134 staff); the premises provides for private interview rooms, conference rooms and a public lobby.			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 105 parking spaces will provide a 3.45/1,000 parking ratio which takes into account teleworking and absenteeism.			X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²		X		
2.	<u>Capital</u>				
A	Is it a substantial net County cost (NCC) program?			X	
B	Is this a long-term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				X
F	Is Building Description Report enclosed as Enclosure C?				X
G	Was build-to-suit or capital project considered? ²				X
3.	<u>Portfolio Management</u>				
A	Did department utilize CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?				X
D	Why was this program not co-located?				
	1. ____ The program clientele requires a "stand alone" facility.				
	2. <u>X</u> No suitable County occupied properties in project area.				
	3. <u>X</u> No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.				
E	Is lease a full-service lease?		X		
F	Has growth projection been considered in space request?		X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?		X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

3609 S. 10th Ave, Los Angeles
Department of Mental Health

Office - Leased Area (sq. ft.)	36,449
Ratio - Leased Area (sq. ft.)	5,218
Total Leased Area (sq. ft.)	35,667
Term (Months)	120
Estimated Commencement Date	4/1/2024
Office - Base Rent (Full Service Gross)	\$61.60
Ratio - Base Rent (Full Service to Gross)	\$30.86
Annual Base Rent Adjustment	4.00%
# of Onsite Parking Spaces	105
Additional On-Site Parking Spaces (Month-to-Month)	15
Total Parking Spaces	118
Onsite Parking Rate (Yrs 1 - 5)	\$180.00
Onsite Parking Rate (Yrs 6 - 10)	\$197.50

	Lump Sum Cost	Amortized	Difference
Additional TI Allowance (Reimbursable) (\$140 SF) (Lump Sum)	\$4,267,860	\$0	N/A
Additional TI Allowance (Reimbursable) (\$140 SF) (Amort @ 8% 60 Mths)	\$4,267,860	\$5,186,126	\$909,266

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Base Rent ¹	\$2,043,297	\$2,125,009	\$2,210,031	\$2,298,432	\$2,390,969	\$2,485,964	\$2,585,423	\$2,688,640	\$2,796,364	\$2,908,349	\$24,533,000
Additional TI Allowance (\$140 SF Amortized Reimbursable) ²	\$1,037,225	\$1,037,225	\$1,037,225	\$1,037,225	\$1,037,225	\$1,037,225					\$6,187,000
Onsite Parking	\$212,400	\$212,400	\$212,400	\$212,400	\$212,400	\$212,400	\$223,020	\$223,020	\$223,020	\$223,020	\$2,178,000
Additional Onsite Parking (Month-to-Month)	\$23,400	\$23,400	\$23,400	\$23,400	\$23,400	\$23,400	\$24,570	\$24,570	\$24,570	\$24,570	\$240,000
Rent Abatement ³	(\$681,000)										(\$682,000)
Total Paid to Landlord	\$2,035,223	\$3,208,065	\$3,483,056	\$3,671,457	\$3,683,394	\$2,733,574	\$2,833,013	\$2,936,430	\$3,043,984	\$3,165,839	\$31,466,000
(Lump + 125 MWH Grid Low Voltage (Lump Sum))	\$2,283,013										\$2,284,000
Total Annual Lease Costs	\$4,318,236	\$3,208,065	\$3,483,056	\$3,671,457	\$3,683,394	\$2,733,574	\$2,833,013	\$2,936,430	\$3,043,984	\$3,165,839	\$33,730,000

¹ Base Rent subject to Consumer Price Index increases with a floor of 2 percent and a cap of 4 percent per annum.

² Based on the total Additional TI Allowance of office space only.

³ Tenant shall have 4 months of rent abatement.

*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.

**DEPARTMENT OF MENTAL HEALTH
SPACE SEARCH – 3 MILE RADIUS
3609 SOUTH 10TH AVENUE, LOS ANGELES**

LACO	Name	Address	Proprietor	Ownership	Gross SQFT	Vacant
A766	DC&FS - Children's Advocacy Center - Crenshaw High	5010 11th Ave Los Angeles 90043	Children and Family Services	Gratis Use	0	NONE
6304	Crenshaw Area Office	3606 W Exposition Blvd Los Angeles 90016	Chief Executive Office (CEO)	Owned	19112	NONE
12034	KHSRA - Maintenance Trailer	4100 S La Cienega Blvd Los Angeles 90056	Parks and Recreation	Owned	320	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Mental Health – 3609 South 10th Avenue – Second District.

A. Establish Service Function Category – DMH provides direct comprehensive mental health services to adults, families, and transitional aged youth.

B. Determination of the Service Area – The DMH programs was displaced from their prior leased facility due to ownership's plans to sell and redevelop the site.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continued need for operation in the northern SA 6 region for DMH programs.
- Need for proximity to existing County facilities: Close to several County Departments including DPSS and DCFS.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., the Metro Expo Line station is located .5 miles away, Metro local bus stops are located one block north, and the 10 freeway is approximately one mile north from the proposed location.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet DMH's needs.

- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$33,738,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$68.40 and \$80.40 per square foot, per year. The base annual rental rates of \$61.80 and \$30.96 per square foot, per year for the proposed lease represents rates that are below the market range for the area.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for 134 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

LANDLORD'S WORK LETTER

For

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

COUNTY OF LOS ANGELES, as Tenant

WELCOME TO THE DEPOT, LLC, as Landlord

3609 S. 10th AVENUE, LOS ANGELES, CA

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated _____, 20__, executed concurrently herewith, by and between WELCOME TO THE DEPOT, LLC, a Delaware limited liability company, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

- | | |
|---|--|
| (a) <u>Total TI Costs</u> | \$6,402,880.00 (i.e., \$179.52 per rentable square foot of the Premises, including both Premises A and Premises B) |
| (i) <u>Landlord's TI Allowance</u> | \$2,140,020.00 (i.e., \$60 per rentable square foot of Premises A and Premises B) |
| (ii) <u>Tenant's TI Contribution</u> | \$4,262,860.00 (i.e., \$140 per rentable square foot of Premises A only) |
| (b) <u>TI Amortization Rate and Change Authorization Amortization Rate:</u> | Fixed eight percent (8%) per annum amortized over the initial five (5) years of the Term. |
| (c) <u>Tenant's Work Letter Representative</u> | An assigned staff person of the Chief Executive Office-Real Estate Division |
| (d) <u>Landlord's Work Letter Representative</u> | Obalit Dooman or an assigned staff person of the Landlord |
| (e) <u>Landlord's Address for Work Letter Notices</u> | 535 South Norton Ave.
Los Angeles, CA 90020
Email: obalit@luzzattocompany.com |
| (f) <u>Tenant's Address for Work Letter Notices</u> | County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate |

(g) Addenda

Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: Form of Preliminary and Final TI Cost Summary

2. Construction of the Building.

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall not be considered Tenant Improvements (as defined below) unless such changes or additions are specifically described in Addendum B hereto.

2.2 Additional Costs Not Total TI Costs.

(a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the Americans with Disabilities Act of 1990 (ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred if the Building had been in compliance with such codes, then such costs shall not be included in the calculation of Total TI Costs (as defined below), and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, code-compliant shall be at Landlord's sole cost and expense. Total TI Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Base Building systems serving the Premises to comply with any mechanical or electrical requirements set forth in the Lease, nor (vi) supervision or overhead costs of Landlord, provided that third-party construction management costs shall not exceed three percent (3%) of the total hard costs of the Tenant Improvements as defined by the gross contract price set forth in Landlord's contract with Landlord's general contractor for the Tenant Improvements (excluding any soft costs or furniture costs) of the Tenant Improvements ("CM Fee"); provided however, no CM Fee shall be due if as a result of all or any portion of the CM Fee may cause the cost of the Tenant Improvements to exceed the Total TI Costs.

(c) Landlord shall be solely responsible for all costs and expenses necessary to increase and / or maintain permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses.

2.3 Base Building Plans. Landlord has delivered to Tenant complete and accurate "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up of a web-based download link. If Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below), but shall be deemed

to be a delay caused by Landlord, and Landlord shall pay for any increased costs caused by such delay.

2.4 Survey. Where 'as-built' plans are missing, Landlord must perform a survey of existing space, which shall include existing floor plans and mechanical, electrical, and plumbing systems. The survey shall be at Landlord's sole cost and expense. Landlord shall submit such survey to the Tenant such that the initial Space Plan (as defined in Section 5.1) can be modified to conform to the existing conditions.

3. Selection of Architect. Landlord shall not proceed with any bid solicitation for architectural services until the Space Plan (as defined below) is furnished to the Landlord. Once Landlord receives the Space Plan, Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord shall select an architect, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the name of the selected architect to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect"), and Tenant's written acceptance has been delivered to and received by Landlord.

4. Selection of Contractor. The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form) to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. Following Tenant's acceptance Landlord shall enter into a construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

5. Preparation of Plans and Specifications and Construction Schedule.

5.1 Preparation of Space Plan. Concurrently with the execution of this Lease, Tenant shall submit to Landlord specifications for the Premises, which shall include a space plan, and when available, low voltage and furniture plans and shall depict, without limitation, all demising walls, corridors, entrances, exits, doors, and interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively, the "Space Plan").

5.2 Preparation and Review of Working Drawings. Within thirty (30) days after the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall (a) be consistent with the Space Plan and the Preliminary TI Cost Summary (as defined below), (b) be compatible with the design, construction and equipment of the Building, (c) comply with all applicable laws, (d) be capable of physical measurement and construction, (e) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (f) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected

ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times provided that a schedule to submit the Working Drawings is provided to, and approved by, the Tenant. Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely responsible for ensuring that the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.3 Preparation and Review of Engineering Drawings. Landlord shall cause the Architect to coordinate with the Engineer and to integrate all engineering drawings prepared by the Engineer, including but not limited to complete mechanical, electrical, and plumbing plans ("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up a web-based download link. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within) fifteen (15) business days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements, which shall be Landlord's sole responsibility.

5.6 Schedule. Within thirty (30) calendar days of the Plan Submission Date, Landlord shall submit to Tenant a detailed baseline construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates of certain project milestones, including but not limited to completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement date, interim schedule milestone dates, and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall

amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, the Landlord shall provide a recovery schedule and/or request for a contract time extension.

5.7 Submittals. The Landlord shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" include drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams, manufacturer specifications and other information furnished by the Landlord to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

6. Landlord's TI Cost Summary and Payment of Total TI Costs.

6.1 Cost Summary. Within fifteen (15) business days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. "). The Preliminary TI Cost Summary shall be revised into final form within fifteen (15) business days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary". Tenant shall have ten (10) business days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in a separate written agreement executed by Landlord and Tenant. Tenant's failure to accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be rejected. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at Landlord's sole expense, to comply with the Preliminary TI Cost Summary, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall be considered a Tenant Delay. If Tenant rejects the Preliminary TI Cost Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto.

6.2 Landlord's TI Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." Costs of Tenant Improvements shall include costs for furniture, , soft costs, and any other costs approved in writing by Tenant (collectively "Total TI Costs"), all of which must not exceed the sum of Landlord's TI Allowance, Tenant's TI Contribution, and the

cost of any Change Authorizations (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements. Except as otherwise provided herein, all Total TI Costs shall be paid by Landlord and deducted from Landlord's TI Allowance. If the Total TI Costs exceed Landlord's TI Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

6.3 Method of Payment. Tenant shall be obligated to pay Landlord that portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance' thirty (30) calendar) days after all of the following conditions have been met: (i) Tenant Improvements are Substantially Complete (as defined in the Lease); (ii) Landlord has provided Tenant with all documentation substantiating all Tenant Improvements' expenses, including without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved changed orders; and (iii) Tenant has reconciled all Tenant Improvements' costs to determine and confirm the total Tenant Improvements amount spent and the amount of Tenant's TI Contribution owed to Landlord. The Tenant's TI Contribution payments shall be paid in equal monthly payments, amortized over the initial five (5) years (Amortization Period) of the Lease at the TI Amortization Rate of eight percent (8%). Tenant may, at any time during the Amortization Period, prepay all or any portion of Tenant's TI Contribution, subject to Tenant providing notification to Landlord of the amount of such prepayment together with a separate check for the same. All payments of Tenant's TI Contribution shall be made by separate check from any payment of Rent under the Lease and all such amounts may be invoiced and accounted for separately by Landlord and as may be required by Landlord's lender(s).

6.4 Base Rent Credit for Unused Portions of Landlord's TI Allowance. If the Total TI Costs are less than the Landlord's TI Allowance, then the amount of any unused portion of the Landlord's TI Allowance shall be applied as a credit against the next installment(s) of Base Rent due under the Lease.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B, nor described on Addendum A, then in the event such work is related to delivering code compliant Base Building systems then such work shall be performed by Landlord at its own cost and expense; however, if such work is within the Premises or otherwise requested by Tenant, then such costs shall be deducted from the Total TI Costs.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after a minimum of three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain a minimum of three (3) bids from responsible and qualified bidders for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

7.3 Permits. Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's

acceptance of the Final Plans. Landlord shall obtain plan check approval prior to soliciting bids from contractors pursuant to Section 4 hereof.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within twenty-one (21) calendar days after Tenant's acceptance of the Contractor pursuant to Section 4 hereof. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below).

7.5 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, flooring and base, and any other decor selection efforts required by Tenant, shall be provided by Landlord, at Landlord's expense, in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion (as defined in the Lease), unless Tenant should elect to request a two (2) year warranty which if such extended period should come at a greater cost, then such amount shall be deducted from the Total TI Costs. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

(d) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(e) Compliance with Laws. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. **Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor**

Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.

(f) Access During Construction. Tenant shall have the right to conduct site visits to observe progress of the Tenant Improvements during the course of construction. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Premises at least thirty (30) calendar days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within fourteen (14) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection, subject to Force Majeure and Tenant Delays. If Landlord fails to complete any of the punch-list items within such 30-day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus five percent (5%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease.

7.7 Conformed Plans. Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in an AutoCAD 2015 (or later version) format, along with one complete set of plans and specifications Adobe PDF electronic format via USB flash drive and set up of a web-based download link.

8. Requests for Change. Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). Only the County's Chief Executive Officer or his/her designee is authorized to execute Change Authorizations on behalf of Tenant. If Tenant requests any changes or substitutions to the Tenant

Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant-Requested Changes"), then any additional costs related thereto in excess of Landlord's TI Allowance shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant shall be obligated to pay Landlord for the Tenant Request for Change as part of Tenant's portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance as defined in Section 6.3. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes or approved by the Chief Executive Officer or his/her designee. Landlord shall submit to the Chief Executive Officer or his/her designee with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously executed, and (iii) an estimate of the number of days by which the construction time will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and dated by Tenant, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

9. Furniture System.

9.1 Tenant shall deliver to Landlord within fourteen (14) calendar days after the date of full execution of this Work Letter, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package. Landlord shall order the modular furniture set forth in the Modular Specifications and install the same within the Premises, all of which shall be a Total TI Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package shall not be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. Total TI Costs Adjustment and Right to Audit. Within ten (10) business days of the issuance of a Certificate of Occupancy for the Premises or a final sign-off by the County of Los Angeles, whichever occurs first, Landlord shall provide to Tenant a statement showing (a) all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (b) the amount of Total TI Costs that is in excess of Landlord's TI Allowance and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Total TI Costs within one hundred and eighty days (180) days after the date of Tenant's Acceptance of the Premises. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and inform Landlord if Tenant wants Landlord to pay Tenant the amount of any over-payment made by Tenant within thirty (30) calendar days or if Tenant will apply such amount as a credit against the next installment(s) of Base Rent due under the Lease, and any future payments owed by Tenant shall be adjusted as appropriate based upon the audit results. Landlord shall use commercially reasonable efforts to require the Contractor to include audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

11. Telephone/Computer Room and Equipment. Landlord shall complete the telephone equipment room(s), including permanent power and HVAC, in compliance with the Space Plan, Low-Voltage Plan and specifications provided by Tenant, at least thirty (30) calendar days prior to the Estimated Commencement Date. During this thirty (30) day period, the Landlord shall be responsible for the security and protection of any telephone/data equipment delivered to the site prior to the Estimated Commencement Date.

12. Delay.

12.1 Tenant Delays and Force Majeure Delays. Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Estimated Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein, but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)"). Notwithstanding anything to the contrary set forth in the Lease or this Work Letter, and regardless of the actual date of Substantial Completion of the Tenant Improvements, the Substantial Completion of the Tenant Improvements shall be deemed to be the date the Substantial Completion would have occurred if no Tenant Delay or Tenant Delays, as set forth above, had occurred (which date shall be reasonably determined by Landlord); provided however, in the event of Landlord's Mitigation (subject to the terms of Section 12.2, below), the date of Substantial Completion shall be adjusted accordingly.

12.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within three (3) business days of the event giving rise to such claim, Landlord provides Tenant with written notice (email or hard copy acceptable) in compliance with the Lease

specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction, or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's Mitigation Landlord shall exercise reasonable efforts to adapt and compensate for such delays, efforts which Landlord shall be obligated to make (provided that the additional cumulative cost incurred by Landlord due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay such amount of the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, then the Estimated Commencement Date would be extended by only fourteen (14) calendar days (or the Substantial Completion date deemed to have occurred fourteen (14) days earlier than actual Substantial Completion (subject to any Landlord Mitigation), as applicable). On the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.

(d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Critical Path of the Construction Schedule, as reasonably determined by Landlord and Tenant's assigned project manager.

(e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

13. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if the Tenant Improvements have not been completed within ninety (90) calendar days after the Estimated Commencement Date (as the same may change based on Force Majeure or Tenant Delays), then Tenant may, at its option:

13.1 Cancel the Lease upon thirty (30) calendar days' written notice to Landlord;

13.2 Upon thirty (30) calendar days' written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

(a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b) Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of six percent (6%) per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

14. Representatives.

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

15. Elevator Usage During Move-In. In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment. Any elevator usage provided under this Section 15 shall be at no cost to Tenant.

16. Construction Meetings. During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient.. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than five (5) business days after the date of the construction meeting.

17. Delivery. Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.


18. Miscellaneous. This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter. This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice

to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section 30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. Neither party may assign this Landlord Work Letter or its rights or obligations hereunder without the other party's prior written consent. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

WELCOME TO THE DEPOT, LLC,
a Delaware limited liability company

By: 
Asher Luzzatto (Dec 4, 2023 16:48 MST)
Name: Asher Luzzatto
Title: President
Date Signed: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____
Date Signed: _____

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed the Building to include the following:

(a) the Building shell and exterior, including perimeter window systems and mullions in good condition. If building has not been constructed or is still under construction, no tenant improvements work shall commence until building has been signed off by the City having jurisdiction and Certificate of Occupancy or Temporary Certificate of Occupancy has been received.

(b) Must also include including mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation (HVAC) and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord. Prior to Tenant taking occupancy, Landlord at its sole cost and expense shall have its 3rd party HVAC subcontractor certify the HVAC system is sufficient and airbalanced to meet the County's performance specifications pursuant to the terms of the Lease.

(c) Men's and Women's, or, gender-neutral toilet rooms per code, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water:

(d) Intentionally Omitted:

(e) public stairways;

(f) passenger elevators in "good working" order, and interiors have been modernized.

(g) parking facilities in accordance with ADA code compliance, and ensure all parking and exterior lights in the parking and exterior area of the Building are in good working order;

(h) ground floor lobby;

(i) finished elevator lobbies;

(j) exterior plazas and landscaping;

(k) loading dock and/or area; Intentionally omitted

(l) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;

(m) make available data (internet) and telecommunication fiber connectivity to the main point of entry (MPOE) room within the Building. Tenant shall pay for such internet services within the Premises.

(n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication

vault to the telephone closets on the first (1st) floor in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

(o) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;

(p) mechanical equipment room with ducted mechanical exhaust system;

(q) concrete floors, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;

(r) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;

(s) hot and cold air loops located within the Premises;

(t) primary fire sprinkler distribution;

(u) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;

(v) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building;

(w) demolition and removal of any existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises;

(x) ensure that the roof and exterior windows are watertight; and

(y) adjust irrigation at planters away from the windows.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity;
- (k) Fiber optic access;
- (l) Water bottle filling station; and
- (m) The construction of restrooms within the Premises.

ADDENDUM C To Landlord's Work Letter

PRELIMINARY AND FINAL TI COST SUMMARY

____ Preliminary TI Cost Summary
____ Final TI Cost Summary

Lease No. _____
Address _____

Cost Category

Architecture and Engineering Contract	\$
Plan Check Fees & Permits	\$
General Contractor	\$
(Profit)	\$
(Overhead)	\$
Furniture	\$
Other (Specify)	\$
Total TI Costs	\$

Work Letter - 3609 S 10th St 11-30-23







Execution Copy

Final Audit Report

2023-12-04

Created:	2023-12-04
By:	Donald Taylor (donald@luzzattocompany.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi5nhKYWABC9razWsMu_kfZ9A_KT4aMPv

"Work Letter - 3609 S 10th St 11-30-23 Execution Copy" History

-  Document created by Donald Taylor (donald@luzzattocompany.com)
2023-12-04 - 11:06:19 PM GMT- IP address: 98.41.108.45
-  Document emailed to asher@luzzattocompany.com for signature
2023-12-04 - 11:06:52 PM GMT
-  Email viewed by asher@luzzattocompany.com
2023-12-04 - 11:48:04 PM GMT- IP address: 104.28.85.162
-  Signer asher@luzzattocompany.com entered name at signing as Asher Luzzatto
2023-12-04 - 11:48:49 PM GMT- IP address: 174.205.229.203
-  Document e-signed by Asher Luzzatto (asher@luzzattocompany.com)
Signature Date: 2023-12-04 - 11:48:51 PM GMT - Time Source: server- IP address: 174.205.229.203
-  Agreement completed.
2023-12-04 - 11:48:51 PM GMT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/3/2024		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Human Resources (DHR)		
SUBJECT	Approval and delegated authority to execute a Master Agreement for Dispute Resolution, Mediation, and Related Services and execute agreements with contractors, as they become qualified, for DHR's Civil Service Advocacy & Mediation Services Division.		
PROGRAM	Dispute Resolution, Mediation and Related Services		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
DEADLINES/ TIME CONSTRAINTS	The current Dispute Resolution, Mediation and Related Services Master Agreement will expire on January 31, 2024. The Initial Term for the new Master Agreement is effective upon the latter of (i) the date of its execution or (ii) February 1, 2024, through January 31, 2027 with three optional one-year extensions through January 31, 2030.		
COST & FUNDING	Total cost: Services are utilized as needed.	Funding source: Appropriation and funding for these services will be included in DHR's fiscal year's budget for each contract year. The costs for these services are reimbursed by County of Los Angeles (County) departments that utilize this service.	
	TERMS (if applicable): <ul style="list-style-type: none"> Master Agreement Term: Three years, with three one-year options, for a six-year total term. Contractors will be paid fixed hourly rates for workplace dispute resolution services and optional related services and fixed half-day and full-day rates for mediation services. See Attachment B (Pricing Schedule). Optional related services include workplace dispute resolution training for County staff. There is no contract maximum expenditure since the number of cases filed are unknown and will vary based on the needs of County employees. 		
	Explanation: Services are provided on an as-needed basis.		
PURPOSE OF REQUEST	The Master Agreement services are essential to provide County employees with dispute resolution, mediation, and related services for employment related complaints and potential complaints and workplace conflicts or disputes. This Master Agreement is the result of a Request for Statements of Qualifications (RFSQ).		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> A panel of 13 contractors provide services under the current Dispute Resolution, Mediation, and Related Services Master Agreement. To date, nine vendors have submitted Statements of Qualifications for the new RFSQ. The RFSQ will remain open during the term of the Master Agreement or until a determination is made by the Director of Personnel (Director), or designee, that a panel of Contractors that meets the County's needs has been established. 		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness, providing timely and cost-effective services to the County, and strengthening its loss prevention program.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Jeffrey Tend, Assistant Director, DHR Performance Management Branch (213) 974-2631, jtend@hr.lacounty.gov 		



LISA M. GARRETT
DIRECTOR OF PERSONNEL

COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS

KENNETH HAHN HALL OF ADMINISTRATION
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 • FAX (213) 621-0387

BRANCH OFFICE

510 S. VERMONT AVENUE, 12TH FLOOR • LOS ANGELES, CALIFORNIA 90020
(213) 866-5846 • FAX (213) 637-0821

January 23, 2024

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:

APPROVAL OF A MASTER AGREEMENT FOR DISPUTE RESOLUTION, MEDIATION, AND RELATED SERVICES (ALL DISTRICTS - 3 VOTES)

SUBJECT

The County of Los Angeles (County) Department of Human Resources (DHR) requests the Board of Supervisors (Board) approval and delegated authority to execute a Master Agreement for Dispute Resolution, Mediation, and Related Services and execute agreements with contractors as they become qualified.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Personnel (Director), or designee, to award and execute a Master Agreement for Dispute Resolution, Mediation, and Related Services (Master Agreement), substantially similar to Attachment A, with qualified vendors as they become qualified, effective upon the latter of (i) the date of its execution or (ii) February 1, 2024, for a term of up to three years, through January 31, 2027, and with up to three consecutive and automatic one-year extension options through January 31, 2030.
2. Delegate authority to the Director, or designee, to 1) exercise the extension options, and 2) execute future Amendments to the Master Agreement, as necessary, in order to a) add, delete, and/or change terms and conditions required by the Board and/or Chief Executive Office (CEO), and to maintain compliance with County policy and Federal, State and local laws, rules, and regulations; b) align the Contract with County standards and needs, including but not limited to business workflows,

To Enrich Lives Through Effective and Caring Service

protocols and policies; and c) reduce the scope of services, with all amendments subject to approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DHR to establish and maintain Master Agreements with various qualified contractors to provide DHR with temporary, intermittent and as-needed dispute resolution, mediation, and related services for employment-related complaints or potential complaints and workplace conflicts or disputes. DHR provides these services through the DHR Mediation Program (MP).

The DHR MP offers professional mediation services for actual or potential employment-related complaints, including but not limited to discrimination, harassment, and retaliation claims filed with the County's Equity Oversight Panel, the U.S. Equal Employment Opportunity Commission (US EEOC), and the California Civil Rights Department (CRD). These mediation services also include the resolution of workplace conflicts or disputes that have not been escalated to internally or externally filed complaints, as well as workplace conflict resolution training for County managers, supervisors, and/or line staff.

The DHR MP offers these voluntary, alternative dispute and conflict resolution services through independent, third-party contractors as a "best practice" to resolve actual and potential employment-related complaints. Dispute resolution mediation reduces the County's risk of litigation and liability, works to restore employer and employee relationships, and improves workplace harmony and productivity. Dispute resolution mediation has a proven track record of success and is strongly endorsed by the US EEOC and the California CRD.

Under the current Master Agreement for Dispute Resolution, Mediation, and Related Services, which expires on January 31, 2024, a panel of 13 contractors provides dispute resolution and mediation services and workplace conflict resolution training to County departments and employees. Approval of the recommended Master Agreement will allow the County to continue to maintain a panel of independent, third-party contractors to provide these part-time, intermittent, and as-needed services to the County.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan, Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability," by ensuring the most cost-effective, efficient, and timely provision of dispute resolution and mediation services to County employees.

FISCAL IMPACT/FINANCING

Under the recommended Master Agreement, the Contractors will be paid standard rates for the entire term, as detailed in Attachment B. The Master Agreement does not

guarantee any minimum amount of business, and the County will only accrue an obligation when work is performed. Services are used on an as-needed basis, and historically expenditures have not exceeded \$100,000 in any fiscal year. Funding is included in DHR's FY 2023-24 Final Adopted Budget, and funding for subsequent years will be included in each fiscal year budget. The costs for these services are reimbursed by County departments that utilize this service.

Contractors are compensated for workplace dispute resolution services and optional related services such as workplace dispute resolution training at a rate of \$150 per hour up to a maximum daily rate of \$1,200 per day. Contractors are compensated for mediation services at the fixed rate of \$600 for a half-day and \$1,200 for a full day.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel reviewed the Request for Statement of Qualifications (RFSQ) before release and provided legal counsel throughout the solicitation process. County Counsel has approved the Master Agreement (Attachment A) as to form.

The recommended Master Agreement includes all County-required provisions. The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended Master Agreement as to form. All Contractors will be required to comply with all Board and CEO requirements, including the County Policy on Doing Business with Small Business, Jury Service Ordinance, and Defaulted Property Tax Reduction Program.

As provided under County Code section 2.121.250(B)3, this Master Agreement is exempt from Proposition A requirements as the contracted services are needed on a part-time and intermittent basis. Since these services are exempt from Proposition A, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Master Agreement.

CONTRACTING PROCESS

On September 1, 2023, DHR posted an RFSQ for Dispute Resolution, Mediation, and Related Services. The RFSQ was posted on the County's Contracting website. DHR also notified the 13 existing contractors under the current Dispute Resolution, Mediation, and Related Services Master Agreements, as well as three additional vendors identified as mediation services providers. Priority review was given to Statements of Qualifications received by October 11, 2023. Upon the Board's approval, the Director, or designee, will execute Master Agreements during the time the solicitation remains open with all vendors who meet the minimum qualifications and are determined to be qualified. The RFSQ will remain open during the term of the Master Agreement or until a determination is made by the Director that a panel of independent, third-party contractors that meets the needs of the County has been established.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHR to continue obtaining uninterrupted dispute resolution and mediation services for County employees.

CONCLUSION

Upon approval by the Board, please return three (3) adopted copies of this Board letter to DHR. It is requested that the Executive Office of the Board of Supervisors, notify DHR's Administrative Services Division at gcaraveo@hr.lacounty.gov when the documents are available.

Sincerely,

LISA M. GARRETT
Director of Personnel

LMG:RC:JT
MA:LF:AS

Attachments (2)

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

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

AND

(CONTRACTOR)

FOR

**DISPUTE RESOLUTION, MEDIATION AND RELATED
SERVICES**

FEBRUARY 2024

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STANDARD EXHIBITS

- A Statement of Work
- B Pricing Schedule
- C County's Administration
- D Contractor's Administration
- E Safely Surrendered Baby Law
- F Forms Required at Time of Master Agreement Execution (Certifications and Confidentiality Forms)

UNIQUE EXHIBITS

- G Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- H Charitable Contributions Certification
- I Information Security and Privacy Requirements

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF HUMAN RESOURCES
AND
(CONTRACTOR)
FOR
DISPUTE RESOLUTION, MEDIATION AND RELATED SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, Department of Human Resources hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide Dispute Resolution, Mediation and Related Services (“Services”).

RECITALS

WHEREAS, the County may contract with private businesses for Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors (“Board”) to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Personnel (“Director”) of the Department of Human Services (“DHR”), or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A Statement of Work
- Exhibit B Pricing Schedule
- Exhibit C County's Administration
- Exhibit D Contractor's Administration
- Exhibit E Safely Surrendered Baby Law
- Exhibit F Forms Required at Time of Master Agreement Execution
(Certifications and Confidentiality Forms)

Unique Exhibits:

Health Insurance Portability and Accountability Act (HIPAA)

- Exhibit G Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

SB 1262 – Nonprofit Integrity Act of 2004

- Exhibit H Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004

Information Security and Privacy Requirements Exhibit

- Exhibit I Information Security and Privacy Requirements

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Business Day:** Monday through Friday, excluding County-observed holidays. The County's Project Manager will provide a list of the County holidays to the Contractor at the time the Master Agreement is approved, and annually, at the beginning of the calendar year.
- 2.3 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.4 County's Project Director:** Person designated by the Director with authority to approve all Master Agreements and executions, as further specified in Paragraph 6.1 (County's Project Director).
- 2.5 County's Project Manager:** Person designated as chief contact with respect to the day-to-day administration of the Master Agreement, and who is responsible for coordinating and monitoring the Contractor's work, as further specified in Paragraph 6.2 (County's Project Manager).
- 2.6 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of the Master Agreement. This individual is responsible for monitoring the Contractor's performance and provision of all services required by the Master Agreement, as further specified in Paragraph 6.3 (County's Project Monitor).
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of Personnel, Department of Human Resources.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications ("SOQ") in response to the County's Request for

Statement of Qualifications (“RFSQ”), has met the minimum requirement listed in the RFSQ, and has an executed Master Agreement with DHR.

2.12 Request for Statement of Qualifications (“RFSQ”): A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.13 Statement of Qualifications (“SOQ”): A Contractor’s response to an RFSQ.

2.14 Statement of Work (“SOW”): A written description of tasks and/or deliverables desired by the County for a specific Work Order.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).

3.2 The Contractor will provide as needed Dispute Resolution, Mediation and Related Services. The County will make work assignments as described in Paragraph 3.4. Payment for all work will be in accordance with Master Agreement, Exhibit B (Pricing Schedule). The execution of a Master Agreement does not guarantee the Contractor any minimum amount of business.

3.3 If the Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Master Agreement expiration date, and/or that exceeds the Total Maximum Amount as specified in the Master Agreement as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of the Contractor for which the Contractor will have no claim whatsoever against County.

3.4 County procedures for making work assignments are as set forth in this Paragraph 3.4. The County shall assign work to Master Agreement Contractors on a rotational basis with exceptions made when the County determines in its sole discretion that it is in the County’s best interest to do so. The Contractor must communicate to the County acceptance or denial of the work assignment within two (2) Business Days and must be available to commence the work within ten (10) Business Days. If the Contractor shall deny a work assignment, the Contractor must provide reason for denial of work assignment with its denial. Failure of the Contractor to accept work assignments without good cause may disqualify the Contractor from receiving future work assignments under the Master Agreement, as determined in the sole discretion of the County’s Project Director.

- 3.5 In the event the Contractor denies three (3) work assignments under Paragraph 3.4 within a given County fiscal year, then the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the later of (i) the date of its execution by the Director or designee as authorized by the Board or (ii) February 1, 2024, and will expire on January 31, 2027 ("Initial Term") unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to three (3) additional one-year periods (each an "Extended Term"). Each such option and extension will be exercised at the sole discretion of the Director, or designee, as authorized by the Board. The County shall be deemed to have exercised each one-year extension option automatically, without further action, unless, no later than thirty (30) days prior to the expiration to each Initial Term, or the Extended Term, as applicable, the Director, in their sole discretion, notifies the Contractor in writing that the County elects not to extend the Master Agreement pursuant to this Paragraph 4.2. Each Extended Term shall be subject to the terms and conditions in this Master Agreement, including but not limited to the rates quoted as set forth in Exhibit B (Pricing Schedule).

As used throughout this Master Agreement, the word "term" shall include the Initial Term and each Extended Term, to the extent the County exercises any of its options under this Paragraph 4.2.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

- 4.3 The Contractor must notify DHR when this Master Agreement is within six (6) months from the expiration of the Initial Term and each Extended Term, as applicable. Upon occurrence of this event, the Contractor must send written notification to the County's Project Director at the address herein provided in Exhibit C (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The Contractor will not be entitled to any payment by the County under this Master Agreement except as specified herein and in accordance with Exhibit B (Pricing Schedule). In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed

amounts allocated to DHR by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

The Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from the Contractor.

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement and as specified in Exhibit A (SOW), the Contractor must separately invoice the County for each work assignment, invoicing fees pursuant to Exhibit B (Pricing Schedule).

5.4.2 Payment for all work will be subject to the pricing specified in Exhibit B (Pricing Schedule) less any amounts assessed in accordance with Attachment A.2 [Performance Requirements Summary ("PRS") Chart] of Exhibit A (SOW).

5.4.3 The County will not pay the Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, the Contractor pursuant to work assignments issued hereunder

must receive the written approval of the County's Project Manager, who will be responsible for a detailed evaluation of the Contractor's performance before approval of work and payment of invoices is permitted.

5.4.5 Invoice Submission

The Contractor must submit electronic copies of all invoices under this Master Agreement to the County's Project Monitor via the County Project Monitor's email listed on Exhibit C (County's Administration).

5.4.6 Invoice Content

The period of performance specified in the Contractor's invoice(s) must coincide with the period of performance specified in the applicable work assignment.

Each invoice submitted by the Contractor must specify:

- The Contractor's name, address, payment remittance address, invoice date, invoice number;
- County numbers of the work assignment and the Contractor's Master Agreement number;
- Detailed time period for work invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 The Contractor shall submit invoices to the County within fifteen (15) Business Days after the rendering of the written decision.

5.4.8 **Preference Program Enterprises – Prompt Payment Program** (if applicable)

Certified Prompt Payment Enterprises ("PPEs") will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Master Agreement/ contract with the County will be Electronic Funds Transfer (“EFT”) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (“A-C”).

5.5.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.5.4 At any time during the duration of the Master Agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit C (County’s Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County’s Project Director

The County’s Project Director has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between DHR and the Contractor.

The responsibilities of the County’s Project Director include:

1. ensuring that the objectives of this Master Agreement are met;
2. inspecting any and all tasks, deliverables, services and other work provided by or on behalf of the Contractor; and

3. issuing Contractor Discrepancy Reports and evaluating Contractor responses.

6.2 County's Project Manager

The County's Project Manager is the County's chief contact person with respect to the day-to-day administration of the Master Agreement. The County's Project Manager, or designee, is the authority for making all hearing case assignments. The Project Manager will generally be the first person for the Contractor to contact with any questions. The County's Project Manager shall have full authority to supervise the Contractor's performance, activities, and work product in the daily operation of this Master Agreement. The responsibilities of the County's Project Manager, or designee, include:

1. ensuring that the individual work assignments are made on a rotational basis, and providing, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the Services;
2. coordinating and monitoring the work of Contractor personnel for each work assignment, and for ensuring that this Master Agreement's objectives are met;
3. providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
4. reviewing and approving invoices; and
5. inspecting, evaluating, monitoring and reporting on the Contractor's performance and provision of all Services required by the Master Agreement, to ensure the Contractor's complete and timely compliance with the Master Agreement.

6.3 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Master Agreement and to monitor the Contractor's performance and provision of all Services required by the Master Agreement, to ensure the Contractor's complete and timely compliance with the Master Agreement. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor must notify the

County in writing of any change in the name or address of the Contractor's Project Manager.

- 7.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Master Agreement and will coordinate with the County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

- 7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit D (Contractor's Administration). The Contractor must promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s).
- 7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager. The Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 All of the Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. The Contractor bears all expense of the badging.
- 7.4.2 The Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. The Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 The Contractor must notify the County within one business day when staff is terminated from working under this Master Agreement. The Contractor must retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.4 If the County requests the removal of the Contractor's staff, the Contractor must retrieve and return an employee's ID

badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of the Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. The County will not provide to the Contractor or to the Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.5 will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 The Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

- 7.6.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit F3 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit F4 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.6 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit F5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director, or designee.

8.1.2 The Director, or designee may, at their sole discretion, authorize extensions of time as defined in Section 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director, or designee.

8.1.3 Intentionally Omitted

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

The Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.4.1 Within twenty (20) Business Days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within fifteen (15) Business Days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.4.7 Copies of all written responses must be sent to the County's Project Manager within five (5) Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, the Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.5 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, the Contractor certifies to the County:

1. That the Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That the Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master 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](#).

8.7.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement 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 Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "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) the Contractor 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 the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor’s violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other

direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will 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.

8.8.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN-GROW Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must 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.

- 8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor 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 the Contractor may have with the County.

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor 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 the Contractor 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.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor 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 Exhibit E, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement 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.

- 8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

- 8.16.1 The Contractor 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 Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must 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. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor 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 Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

The County and the Contractor 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 8.1 (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 Master Agreement.

8.18 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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, 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 the Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master 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 Paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor will 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 the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor 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.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the

employees or agents of the other party for any purpose whatsoever.

- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will 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 the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will 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 the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

The Contractor must 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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 General Provisions for all Insurance Coverage

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required the Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and must list any County-required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to the County's Project Manager via the County Project Manager's email listed on Exhibit C (County's Administration).

The Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. The Contractor also

must promptly notify the County of any third-party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

The Contractor must provide the County with, or the Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to 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 Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master

Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor 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 Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the

County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

Contractors 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.

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 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.

8.24 Insurance Coverage

8.24.1 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:	\$2 million
Products/Completed Operations Aggregate:	\$1 million

Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

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

8.24.3 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 the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to 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. If applicable to the Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Unique Insurance Coverage

8.24.4.1 Professional Liability/Errors and Omissions

Insurance covering the Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$1 million aggregate. Further, the Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.25 Intentionally Omitted

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 The Contractor certifies to the County each of the following:

1. That the Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That the Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That the Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

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

8.27.4 The Contractor 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.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Master Agreement will not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor must bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director, or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Department or designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent

of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret," "confidential," or "proprietary," the Contractor 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.

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of

the County's Project Director. The County will not unreasonably withhold written consent.

- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master 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 must be maintained by the Contractor 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, the Contractor will 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.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master 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 the Contractor, then the difference will be either: a) repaid by the Contractor 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 the Contractor from the County, whether under this Master 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 the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to the County's Project Manager via the County Project Manager's email listed on Exhibit C (County's Administration) before any subcontractor employee may perform any work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time

to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- The Contractor has materially breached this Master Agreement;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs 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 the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to

any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will 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 the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a

commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with [County Code Chapter 2.206](#).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within ten (10) days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to [County Code Chapter 2.206](#).

8.52 Time off For Voting

The Contractor must notify its employees, and must 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 ten (10) days before every statewide election, every Contractor and subcontractors must 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](#).

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

The Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has

provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

The Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit G in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit G [Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA)].

9.2 Contractor's Charitable Activities Compliance

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

subjecting it to either Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.3 Ownership of Materials, Software and Copyright

9.3.1 The County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Master Agreement. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Master Agreement.

9.3.2 During the term of this Master Agreement and for five (5) years thereafter, the Contractor must maintain and provide security for all the Contractor's working papers prepared under this Master Agreement. The County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Master Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.3.5 Notwithstanding any other provision of this Master Agreement, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Paragraph 9.3 will survive the expiration or termination of this Master Agreement.

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 The Contractor must indemnify, hold harmless and defend the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Master Agreement. The County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that the County's continued use of the system is not materially impeded, will either:

- Procure for the County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise ("LSBE") Preference Program

Paragraph 9.6 should only be included in Master Agreements where the Contractor requested and was granted the Local Small Business Enterprise preference.

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

- 9.6.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.6.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.6.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, the Contractor will:
1. Be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
 2. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.7 Social Enterprise (“SE”) Preference Program

Paragraph 9.7 should only be included in Master Agreements where the Contractor requested and was granted the Social Enterprise preference.

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.6.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit,

report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.7.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, the Contractor will:

1. Be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
2. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

Paragraph 9.8 should only be included in Master Agreements where the Proposer requested and was granted the DVBE preference.

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.8.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which

knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, the Contractor will:

1. Be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
2. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

10. Survival

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions shall survive the expiration or termination of this Master Agreement for any reason:

Section 1 (Applicable Documents)

Section 2 (Definitions)

Section 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Sub-paragraph 8.5.2

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)
Paragraph 8.24 (Insurance Coverage)
Paragraph 8.33 (Notices)
Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)
Paragraph 8.41 (Termination for Convenience)
Paragraph 8.42 (Termination for Default)
Paragraph 8.47 (Validity)
Paragraph 8.48 (Waiver)
Paragraph 8.57 (Prohibition from Participation in Future Solicitation(s))
Paragraph 9.3 (Ownership of Materials, Software and Copyright)
Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)
Section 10 (Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR
DISPUTE RESOLUTION, MEDIATION AND RELATED SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, _____ Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20____.

COUNTY OF LOS ANGELES

By _____

LISA M. GARRETT
Director of Personnel
Department of Human Resources

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
EDUARDO MONTELONGO
Assistant County Counsel

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

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SOW ATTACHMENTS

- A.1** Master Agreement Discrepancy Report (CDR)
- A.2** Performance Requirements Summary (PRS)

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

The Contractor shall provide Dispute Resolution, Mediation and Related Services (“Services”) as described in this SOW for the County of Los Angeles (“County”), Department of Human Resources (“DHR”). Through its Mediation Program (“MP”), DHR offers professional mediation services for employment related complaints or potential claims, conflict resolution for workplace disputes, and related services such as training to County departments for resolution of workplace disputes. Examples of mediation and workplace conflicts or disputes include, but are not limited to, complaints or potential complaints of employment discrimination, harassment and retaliation filed with the County’s Equity Oversight Panel (“CEOP”), the U.S. Equal Employment Opportunity Commission (“EEOC”), and/or the California Civil Rights Department (“CRD”), or supervisor-subordinate conflicts in the workplace.

2 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Master Agreement.

3 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (“Plan”) to assure the County a consistently high level of service throughout the term of the Master Agreement. The Contractor must submit the Plan to the County’s Project Monitor for review. The Plan must include, but may not be limited to the following:

- 3.1** Method of monitoring to ensure that Master Agreement requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

4 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor’s performance under this Master Agreement using the quality assurance procedures as defined in the Master Agreement, Paragraph 8.14 (County’s Quality Assurance Plan).

4.1 As-Needed Meetings

The Contractor must attend meetings on an as-needed basis as requested by the County. Failure to attend may cause an assessment of Fifty Dollars (\$50).

4.2 **Master Agreement Discrepancy Report - Attachment A.1 of this Exhibit A (SOW)**

Verbal notification of a Master Agreement discrepancy will be made to County's Project Monitor as soon as possible whenever a discrepancy under the Master Agreement is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Monitor will determine whether a formal Master Agreement Discrepancy Report will be issued. Upon receipt of this document, the Contractor must respond in writing to the County's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Master Agreement Discrepancy Report must be submitted to County's Project Monitor within five (5) workdays.

4.3 **County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5 **DEFINITIONS**

- 5.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given work assignment. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 5.2 **Assigned County Staff:** A DHR employee charged with assisting parties through the mediation process. The Assigned County Staff responds to questions about the DHR Mediation Program and County policies, and assists in drafting No-Fault Settlement Agreements to ensure the terms comply with County policy and Civil Service Rules.
- 5.3 **Business Days:** Monday through Friday, excluding County-observed holidays. The County's Project Manager will provide a list of the County holidays to the Contractor at the time the Master Agreement is approved, and annually, at the beginning of the calendar year.
- 5.4 **Complaining Party:** A County employee or the Contractor with a workplace complaint or dispute.
- 5.5 **Confidential Case File:** An electronic file which contains case documents obtained and/or created during case review, including working documents. Contractor time spent reviewing the Confidential Case File for Mediations is included in the fee schedule.
- 5.6 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

- 5.7 **County Equity Oversight Panel (CEOP):** An independent panel of labor and employment law experts and attorneys who review all CISU preliminary investigations, and issues recommendations regarding disposition and discipline to involved County departments after reviewing and evaluating CEIU investigations.
- 5.8 **Date of Case Assignment:** The date of County's issuance of the "Work Assignment Order and Contractor Certification" assigning case(s) to the Contractor.
- 5.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 5.10 **Department Representative:** An employee of a County department assigned to represent the department in mediation.
- 5.11 **Director:** Department of Human Resources Director of Personnel
- 5.12 **Dispute Resolution:** The process of finding solutions to workplace conflicts, disagreements or complaints.
- 5.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 5.14 **Instructions for Electronic Submission of Documents:** Instructions provided to the Contractor after execution of Master Agreement for electronically and securely receiving documents from, and submitting documents to, the County.
- 5.15 **Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent work assignments.
- 5.16 **Mediation:** A voluntary process that promotes the early resolution of employment complaints or potential complaints.
- 5.17 **Mediator:** An independent and neutral third-party dispute resolution professional who assists the parties achieve a mutually agreed upon solution.
- 5.18 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications ("SOQ") in response to County's Request for Statement of Qualifications ("RFSQ"), has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with DHR.
- 5.19 **No-Fault Settlement Agreement:** A legally binding document that contains clauses agreed to by the Parties resulting from a mediation.
- 5.20 **Statement of Work:** A written description of tasks and/or deliverables desired by the County.

6 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Section 6 (Administration of Master Agreement – County). Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.1 (Amendments).

6.2 Furnished Items

- 6.2.1 Upon issuance of a work assignment and acceptance by the Contractor, the County will provide the Contractor the Confidential Case File for each assigned case. Confidential Case Files remain the sole property of the County and will be returned to the County, unduplicated by the Contractor.
- 6.2.2 The County will provide a County Contractor identification badge to Contractor employees as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Master Agreement.
- 6.2.3 The County will provide the Contractor with Instructions for Electronic Submission Exchange of Documents upon execution of the Master Agreement. The County reserves the right to, in its sole discretion, revise the method and instructions to be used by the Contractor for the receipt or delivery of confidential documents, files or exhibits.

6.3 Facilities

The County will provide a facility within the County of Los Angeles for the Contractor to conduct mediation, Dispute Resolution, or training and to attend training.

CONTRACTOR

6.4 Project Manager

- 6.4.1 The Contractor must provide a full-time Project Manager and designated alternate. The Contractor must provide a telephone number where the Contractor's Project Manager/alternate may be reached between the hours of 8:00 a.m. and 5:00 p.m. on all Business Days.

- 6.4.2 The Project Manager/alternate shall act as a central point of contact with the County.
- 6.4.3 The Project Manager/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Master Agreement. The Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.5 Personnel

- 6.5.1 The Contractor may utilize its employees to perform work under this Master Agreement only after County clearance and approval, as set forth in Master Agreement, Paragraph 7.3. The Contractor's employees must meet the following minimum requirements set forth in Sub-paragraphs 6.5.1.1 and 6.5.1.2 at the time the Contractor requests County approval for the Contractor employee to perform work under this Master Agreement, and the Contractor must submit supporting documentation of such minimum requirements to the County.

The Contractor must ensure that all the mediators providing services under this Master Agreement:

- 6.5.1.1 Have active membership in a national or regional recognized body such as National Association of Certified Mediators, Association for Conflict Resolution, and National Arbitration and Mediation, or Southern California Medication Association.

- 6.5.1.2 Meet one of the following three requirements:

- 1. Hold a bachelor's degree from an accredited institution and certify they have mediated at least fifty (50) matters in the last five (5) years, providing these mediation services, in the County's discretion, to larger public agencies on employee disputes relating to employment discrimination where an alleged violation of Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Americans with Disability Act of 1990, the Equal Pay Act [29 U.S.C Section 206 (d)], and/or the California Fair Employment and Housing Act ("FEHA") occurred.

OR

- 2. Certify they have mediated at least one hundred (100) matters in the last six (6) years, providing these mediation services, in the County's discretion, to larger public agencies on employee disputes relating to

employment discrimination where an alleged violation of Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Americans with Disability Act of 1990, the Equal Pay Act [29 U.S.C Section 206 (d)], and/or the California Fair Employment and Housing Act ("FEHA") occurred.

OR

3. Have been approved to provide work under the County's Master Agreement for Dispute Resolution, Mediation and Related Services, approved by the Board of Supervisors in November 2017.

6.6 Identification Badges

- 6.6.1 The Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

6.7 Training

The following training will be provided by the County at no cost to the Contractor, and the Contractor and the Contractor's staff shall attend at no cost to the County:

- 6.7.1 All new Contractors and their key staff must attend an initial program orientation. The orientation will be structured to take less than two (2) hours.
- 6.7.2 The Contractor and key Contractor staff must attend County-provided mediator training, as needed and as requested by the County. Each training will be scheduled by the County for no more than one-half day and will be held at a County-provided facility.

6.8 Contractor's Office

The Contractor must maintain an office with a telephone in the company's name where the Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service by the next Business Day after a message is left.

7 INTENTIONALLY OMITTED

8 INTENTIONALLY OMITTED

9 INTENTIONALLY OMITTED

10 SPECIFIC WORK REQUIREMENTS

Dispute Resolution

- 10.1** The Contractor must provide dispute resolution services to address conflict or disagreements in the workplace, and to assist the parties in reaching a mutually agreeable plan to address and/or resolve the dispute. This includes workplace disputes that have not been escalated to internally or externally filed complaints.
- 10.2** The Contractor must serve as an independent and neutral third party to facilitate resolution of disputes of the workplace, and may participate in the development and/or review of settlement agreements.
- 10.3** The Contractor must conduct dispute resolution sessions that include activities such as obtaining parties' positions, evaluating strengths and weaknesses of situations/cases; working with parties to identify mutually agreeable resolution; and participating in the preparation and review of settlement agreements. The Contractor will be provided with a maximum number of pre-approved hours for dispute resolution sessions; additional hours for dispute resolution sessions must be pre-approved in writing by the County.
- 10.4** The Contractor must, when specifically stated in a work assignment, conduct detailed preparatory work such as meeting with parties individually, reviewing work environments or conducting extensive document reviews. The work assignment will provide a pre-approved maximum number of hours for the Contractor to perform this specified preparatory work.

Mediation

- 10.5** The Contractor must conduct mediations, serving as a neutral third party seeking to reach mutual agreement of involved parties for resolution of potential complaints or complaints filed internally with CEOP and/or externally with the US EEOC or DFEH. Assigned County staff will be present at mediation hearings with the Contractor to provide coordination and support to the parties and mediator.
- 10.6** The role of the mediator is to be impartial and unbiased and to help parties identify and clarify issues; explore possible solutions; and assist the parties in arriving at a mutually agreeable settlement. This may include obtaining parties' position; evaluating strengths and weaknesses of cases; applying expertise to identify potential risk for the County and, at the request of the County, participating in the preparation and review of settlement agreements.
- 10.7** The Contractor must assist the County assigned staff during or after mediation sessions in clarifying settlement terms agreed upon during the course of the mediation.
- 10.8** The Contractor must review confidential case file in preparation for mediation.

- 10.9** The Contractor must, when specifically stated in a work assignment, conduct detailed preparatory work such as meeting with parties individually, reviewing work environments or conducting extensive document reviews. The work assignment will be in writing and will provide a pre-approved maximum number of hours for the Contractor to perform this specified preparatory work.
- 10.10** The Contractor must complete mediation work assignments in one-half day or one day, unless the County provides written pre-approval for additional half-day(s)/day(s).
- 10.11** The Contractor must perform mediations as provided in this SOW and in accordance with any and all applicable provisions of law, including but not limited to federal and state laws, the County Charter, County Code, Civil Service Rules and County Policy.
- 10.12** The Contractor must be proficient at providing services via County-approved virtual platforms (i.e., ZoomPro, TEAMS, etc.) and conducting all services herein listed (mediations, trainings, etc.) via a County-approved virtual platform. Any fees associated with obtaining and/or maintaining the necessary licensing to operate a County-approved virtual platform shall be the responsibility of the Contractor. Inability to perform services via a County-approved virtual platform may be grounds for disqualification of the Contractor from this RSFQ.

Related Services

- 10.12** The Contractor must perform various related services, including but not limited to conducting training for County employees related to workplace disputes, or development of training materials for resolution of workplace disputes.
- 10.13** Any work developed by the Contractor under this Master Agreement, such as training presentations, training materials, etc., will be the sole property of the County.

Conflicts of Interest

- 10.14** The Contractor may recuse himself/herself based on an actual or potential conflict of interest, but in any event shall advise the County's Program Manager of any facts which may raise a possible conflict of interest or which may give the appearance of a conflict of interest. Such advisement shall be given to the County's Project Manager immediately upon notification of an assignment, prior to commencing work or at any time during the process when the Contractor becomes aware of a potential conflict. The County's Project Manager must make the final determination regarding any possible conflict and may reassign the work to another Contractor.

Work Documents

- 10.15** The Contractor shall be provided all relevant documents from the County that are legally permissible to be provided, and must submit all documents to the County through electronic transmission. Upon execution of the Master Agreement, the Contractor shall be provided information and direction on access to the electronic

system being utilized for exchange of documents. In the event document(s) cannot be electronically submitted as instructed by the County, the Contractor must hand-deliver any documents to the County. Documents will be hand-delivered only to the County Project Director and/or County Project Manager in a secured, sealed envelope or container which is clearly marked "Confidential."

10.16 All documents and materials provided to the Contractor for work performed under this Master Agreement remain the sole property of the County and will be returned to the County and deleted/destroyed as described in Exhibit I (Information Security and Privacy Requirements), Section 10 (Return or Destruction of County Information).

10.17 When applicable, the Contractor must comply with County-provided written instructions for the electronic transmission of documents related to work under this agreement. The County reserves, in its sole discretion, the right to revise the instructions during the term of this Master Agreement.

Confidentiality

10.18 The Contractor must consider all documents, conversations, and evidence related to mediations confidential and must maintain all such documents, conversations and evidence in the strictest level of security and non-disclosure, in compliance with the Confidentiality Agreement (Master Agreement Exhibits F3, F4 and/or F5).

10.19 The Contractor must ensure that all electronic and paper copy documents and records are permanently and securely deleted and destroyed after written acceptance of the document by the County, subject to the provisions of and in accordance with Master Agreement Exhibit J (Information Security and Privacy Requirements) to the extent applicable.

11 GREEN INITIATIVES

11.1 The Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 The Contractor must notify the County's Project Manager of the Contractor's new green initiatives prior to the Master Agreement commencement.

12 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary ("PRS") chart, Attachment A.2 of this Exhibit A (SOW), lists required Services that will be monitored by the County during the term of this Master Agreement is an important monitoring tool for the County.

The chart:

- references section of the Master Agreement
- lists required services

- indicates method of monitoring
- indicates the deductions/fees that may be assessed for each service that is not satisfactory

All listings of Services used in the PRS are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and this PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

STATEMENT OF WORK

ATTACHMENTS

TABLE OF CONTENTS

Attachments

- A.1 MASTER AGREEMENT DISCREPANCY REPORT
- A.2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

MASTER AGREEMENT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Dispute Resolution, Mediation and Related Services Master Agreement

Exhibit A – SOW, Attachment A.1 – Master Agreement Discrepancy Report, February 2024

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Section 7 - Administration of Master Agreement – Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation	\$50 per occurrence
Contract: Paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Paragraph 8.38.	Inspection of files	\$50 per occurrence
Contract: Paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of Master Agreement
SOW: Paragraph 4.1 – As-Needed Meetings	Contractor's representative to attend as-needed meetings.	Attendance	\$50 per occurrence

PRICING SCHEDULE

DISPUTE RESOLUTION AND RELATED SERVICES:

The Contractor will be compensated at an hourly rate of \$150 and a daily maximum of \$1,200 for pre-approved hours assigned in writing to the Contractor by the County. The Contractor will not be compensated for any hours worked that are not assigned or pre-approved in writing by the County.

MEDIATION SERVICES:

The Contractor will be compensated for all mediation services, tasks and deliverables provided by the Contractor pursuant to the terms and requirements of the Master Agreement, at the following fixed, all-inclusive half-day or daily rate:

Number of Hours	Fixed-Rate
Half-Day: Up to and including 3 hours	\$600
Full-Day: More than 3 hours	\$1,200

Exceptions to Mediation Fixed Rates:

1. The Contractor shall be paid at the hourly rate of \$150 for any work assigned by County pursuant to Section 10 (Specific Work Requirements), Paragraph 10.9 of Exhibit A (Statement of Work).
2. The Contractor shall be paid at the half-day rate if a scheduled mediation is cancelled with less than two (2) Business Days' notice to the Contractor.
3. The Contractor shall receive no compensation to attend training as described in Paragraph 6.7 (Training) of Exhibit A (Statement of Work).

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: William Gomez
Title: Senior Human Resources Manager
Address: 500 W. Temple Street, Suite 588
Los Angeles, CA 90012
Telephone: (213) 974-2519
Facsimile: N/A
E-Mail Address: wgomez@hr.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Matthew Kinney
Title: Senior Deputy Compliance Officer
Address: 500 W. Temple Street, Suite 588
Los Angeles, CA 90012
Telephone: (213) 974-0633
Facsimile: N/A
E-Mail Address: mkinney@hr.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: FranCheska Young
Title: Staff Assistant II
Address: 500 W. Temple Street, Suite 588
Los Angeles, CA 90012
Telephone: (213) 974-0632
Facsimile: N/A
E-Mail Address: fyoung@hr.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

FORMS REQUIRED AT TIME OF MASTER AGREEMENT EXECUTION**CERTIFICATIONS**

This certification is to be executed and returned to the County. Work cannot begin until the County receives this executed document.

- F1 CERTIFICATION OF EMPLOYEE STATUS
- F2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT CONTRACTS

- F3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**DISPUTE RESOLUTION, MEDIATION AND RELATED SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE STATUS

CONTRACTOR NAME

County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of the Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by the Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

(Attached additional forms if more than 4 employees will be identified.)

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**DISPUTE RESOLUTION, MEDIATION AND RELATED SERVICES
MASTER AGREEMENT**

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTOR NAME

County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

The Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on the Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

The Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are the Contractor's sole responsibility. The Contractor understands and agrees that the Contractor's Staff must rely exclusively upon the Contractor for payment of salary and any and all other benefits payable by virtue of the Contractor's Staff's performance of work under the above-referenced Master Agreement.

The Contractor understands and agrees that the Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. The Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

The Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, the Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, the Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, the Contractor must sign this Confidentiality Agreement as a condition of work to be provided by the Contractor's Staff for the County.

The Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the Contractor and the County of Los Angeles. The Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

The Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to the Contractor and Contractor's Staff under the above-referenced Master Agreement. The Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than the Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, the Contractor and Contractor's Staff shall keep such information confidential.

The Contractor and Contractor's Staff agree to report any and all violations of this agreement by the Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

The Contractor and Contractor's Staff acknowledge that violation of this agreement may subject the Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Employee Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Non-Employee Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a

toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Master Agreement.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Master Agreement") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Master Agreement by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Master Agreement, to immediately terminate the Master Agreement. To the extent there are conflicts between this Exhibit and the Master Agreement, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Master Agreement, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Master Agreement.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Master Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Master Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Master Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Master Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Master Agreement, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Master Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Master Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Master Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Master Agreement including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Master Agreement.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Master Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Master Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Master Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Master Agreement or at any time upon the County's request. On termination or expiration of this Master Agreement, the County will return or destroy all Contractor's Information marked as

confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Jeremy Keller
Departmental Information Security Officer
510 S. Vermont Avenue
Los Angeles, CA 90020
(213) 447-3999
jkeller@hr.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Master Agreement and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of

competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Master Agreement.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the

Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

See Master Agreement at Sub-paragraph 8.24.4.2 (Cyber Liability Insurance).

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Master Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Master Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ATTACHMENT B

PRICING SCHEDULE

DISPUTE RESOLUTION AND RELATED SERVICES:

The Contractor will be compensated at an hourly rate of \$150 and a daily maximum of \$1,200 for pre-approved hours assigned in writing to the Contractor by the County. The Contractor will not be compensated for any hours worked that are not assigned or pre-approved in writing by the County.

MEDIATION SERVICES:

The Contractor will be compensated for all mediation services, tasks and deliverables provided by the Contractor pursuant to the terms and requirements of the Master Agreement, at the following fixed, all-inclusive half-day or daily rate:

Number of Hours	Fixed-Rate
Half-Day: Up to and including 3 hours	\$600
Full-Day: More than 3 hours	\$1,200

Exceptions to Mediation Fixed Rates:

1. The Contractor shall be paid at the hourly rate of \$150 for any work assigned by County pursuant to Section 10 (Specific Work Requirements), Paragraph 10.9 of Exhibit A (Statement of Work).
2. The Contractor shall be paid at the half-day rate if a scheduled mediation is cancelled with less than two (2) Business Days' notice to the Contractor.
3. The Contractor shall receive no compensation to attend training as described in Paragraph 6.7 (Training) of Exhibit A (Statement of Work).

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/3/2024		
BOARD MEETING DATE	2/13/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Treasurer and Tax Collector/Department of Regional Planning		
SUBJECT	Approval to amend Title 7 to add Division 3 Short-Term Rentals Registration and directive to the Department of Regional Planning to amend Title 22 and local coastal programs.		
PROGRAM	Title 7 – Division 3 Short-Term Rentals Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$ 1.7M		Funding source: FY 2023-24 Provisional Financing Uses – start-up phase FY 2024-25 Consumer Protection Settlement Fund. Cost recovery thereafter.
	TERMS (if applicable):		
	Explanation: Prior to collection of Short-Term Rentals (STRs) registration revenue, other funding source(s) would be necessary to fund the new program's start-up phase. Funds will be available on a one-time basis upon Board of Supervisors (Board) adoption of the ordinance, including \$1.081 million in Provisional Financing Uses, for a registration and Transient Occupancy Tax collection system, services, and supplies. An additional \$1.7 million is set aside in the Consumer Protection Settlement Fund for program year two. The Treasurer and Tax Collector (TTC) estimates collecting \$1.7M annually in cost recovery fees thereafter.		
PURPOSE OF REQUEST	Approval to adopt an ordinance amending Los Angeles County Code (County Code) Title 7 – Business Licenses to add Division 3 – Short-Term Rentals Registration to regulate in the County Unincorporated areas, as directed by the Board on March 19, 2019. Instruct the Director of Regional Planning to initiate amendments to County Code Title 22 – Planning and Zoning, any specific plans as needed, and the County's Local Coastal Programs.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On March 19, 2019, the Board adopted a motion directing the Chief Executive Officer, in conjunction with County Counsel, the departments of Regional Planning, Public Health, TTC, and the Los Angeles County Development Authority, to develop an Ordinance to regulate STRs in the County's Unincorporated areas. The proposed regulations aim to strike a balance between the economic benefit of STRs with the preservation of long-term housing stock and potential impacts to neighborhoods with STR activity.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #4: Homelessness – Title 7, Division 3 would regulate STRs which can help preserve the number of long-term housing stock.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Keith Knox, Treasurer and Tax Collector (213) 974-2101 kknox@ttc.lacounty.gov Elizabeth Buenrostro Ginsberg, Chief Deputy, Treasurer and Tax Collector (213) 974-0703 eginsberg@ttc.lacounty.gov Deondria Barajas, Assistant Treasurer and Tax Collector (213) 974-2077 dbarajas@ttc.lacounty.gov 		



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

KEITH KNOX

TREASURER AND TAX COLLECTOR

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

February 13, 2024

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:

**APPROVAL TO AMEND COUNTY CODE, TITLE 7 – BUSINESS LICENSES TO ADD
DIVISION 3 SHORT-TERM RENTALS REGISTRATION, AND DIRECTIVE TO
THE DEPARTMENT OF REGIONAL PLANNING TO AMEND TITLE 22
AND LOCAL COASTAL PROGRAMS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Treasurer and Tax Collector (TTC) is seeking Board approval to adopt an ordinance amending Los Angeles County Code (County Code) Title 7 - Business Licenses to add Division 3 - Short-Term Rentals Registration to regulate in the County Unincorporated areas, as directed by the Board of Supervisors (Board) on March 19, 2019.

Upon approval of this ordinance, instruct the Director of Regional Planning to initiate amendments to County Code Title 22 - Planning and Zoning, any specific plans as needed, and the County's Local Coastal Programs.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Introduce, waive reading, and place on the agenda for adoption the enclosed ordinance amending County Code Title 7 - Business Licenses by adding Division 3 - Short-Term Rentals Registration to allow for the regulation of such activity in the County Unincorporated areas.
2. Instruct the Director of Regional Planning to initiate amendments to County Code Title 22 - Planning and Zoning, any specific plans as needed, and the County's Local Coastal Programs, to ensure the applicability of the ordinance to the County Unincorporated areas and to strengthen the County's ability to enforce the ordinance.

3. Find the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 19, 2019, your Board approved a motion directing the Chief Executive Officer (CEO) in conjunction with County Counsel (Counsel), the Departments of Regional Planning (DRP), Public Health (DPH), TTC, and the Los Angeles County Development Authority, to prepare a comprehensive package of County ordinances for regulating Short-Term Rentals in the County Unincorporated areas. The proposed Short-Term Rentals Registration Ordinance (ordinance) aims to strike a balance between the economic benefit to Hosts operating Short-Term Rentals with the preservation of long-term housing stock and the protection of quality of life in neighborhoods with Short-Term Rentals activity.

Title 7 of the County Code governs the administration of the Business License Program, and the TTC oversees its administration. Title 7 is comprised of two Divisions: Division 1 contains the general administrative framework, including application requirements, processing information, enforcement provisions, and a schedule of fees; Division 2 sets forth the specific business licensing requirements and prerequisites for the approximate 110 business activities the TTC licenses. The proposed ordinance will create a regulatory framework for Short-Term Rentals of Host primary residences for 30 consecutive calendar days or less.

Pursuant to the Board's motion, the regulatory framework of the ordinance requires annual registration, notice to neighbors, limits the number of days in a calendar year the Host's primary residence can be rented without the Host present overnight ("Un-hosted Rental"), limits the number of guests allowed per booking, and includes code enforcement, an appeals process, and ordinance violation penalties and fees. The ordinance also affirms the existing Title 4 of the County Code requirement that Hosts collect and remit the Transient Occupancy Tax (TOT). As previously reported to the Board, the ordinance does not include the use of Voluntary Tax Collection Agreements (VCAs) with online host platform companies. Accordingly, the ordinance affirms the TTC will continue collecting the TOT from Short-Term Rentals registrants. (On June 19, 2019, the CEO provided your Board with the first required report back. Pursuant to the motion, the initial report back advised that the feasibility of using VCAs with online host platform companies for the collection of the TOT would be examined. The examination found that while VCAs facilitate municipal TOT collection through online host platforms, remittance is done in aggregate amounts without a breakdown of individual Host amounts or records. Aggregate remittance of the TOT by online host platforms would hinder the County's ability to audit and enforce TOT collection. Accordingly, TTC will continue collecting the TOT from Short-Term Rentals registrants pursuant to current authority found in Title 4 of the County Code.)

Public Outreach

Pursuant to the Board's motion, the TTC, Counsel, DRP, and CEO (Short-Term Rentals workgroup) convened community webinars to present the proposed ordinance requirements. Since August 2020, the Short-Term Rentals workgroup held 31 outreach events (both virtual and in-person). Approximately 1,500 community members attended these events. The majority of the outreach events (25 out of 31) took place between May and November 2023. Attendees included property owners and representatives from neighborhood town councils in the County Unincorporated areas. Multiple language translations were made available during the virtual community forums.

The TTC publicized the events via social media by sending an email announcement to approximately 500 recipients (including town councils and associations), posting outreach information on departmental websites, and enlisting assistance from the various supervisorial district offices to help distribute event flyers. The TTC sent letters in multiple languages to an estimated 1,500 Short-Term Rental operators located in the Unincorporated areas notifying them of the proposed ordinance and existing TOT collection and remittance requirements pursuant to Title 4 of the County Code.

The public provided feedback on various aspects of current County Code as well as the proposed ordinance, including: the current prohibition of using Accessory Dwelling Units (ADUs) for Short-Term Rentals, the proposed prohibition of non-primary residence vacation rentals for Short-Term Rentals, the proposed complaint and enforcement process, handling of public nuisances and parties, differences between Hosted and Un-hosted stays, ordinance timeline for the County's coastal zones, the proposed fee amount, and applicability of TOT.

Implementation of Strategic Plan Goals

The recommended action supports the County Strategic Plan Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The Auditor-Controller reviewed and approved the proposed Short-Term Rentals annual registration fee of \$914. The registration fee is based on full cost recovery and includes administration and enforcement of the program, salaries, employee benefits, indirect costs, and services and supplies. The TTC will work with the CEO to determine the appropriate staffing levels as part of the annual budget process.

Prior to collection of Short-Term Rentals registration revenue, other funding source(s) would be necessary to fund the new program's start-up phase. Funds will be available on a one-time basis, upon Board adoption of the ordinance and adoption of the

FY 2023-24 Final Adopted budget, including \$1.081 million in Provisional Financing Uses, for services and supplies, and a new online registration and TOT collection system through a third-party contractor. An additional \$1.7 million is set aside in the Consumer Protection Settlement Fund for year two of the program.

All ongoing program costs are to be fully funded with registration fee revenue once the fee assessment goes into effect.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Counsel has reviewed and approved the ordinance as to form, and it is recommended that your Board approve the proposed ordinance to amend Title 7 by adding a new Division 3 for the regulation of Short-Term Rentals in the County Unincorporated areas. The ordinance has the complete list of requirements for the proposed ordinance. The ordinance amends the County Code to add the following specific requirements:

- Limit Short-Term Rentals to primary residences only.
- Limit all Short-Term Rentals to 30 consecutive calendar days or less, with a minimum one night booking for Hosted stays or a two night minimum for Un-hosted bookings ("Un-hosted" means the Host is not present at their primary residence overnight).
- Limit Un-hosted stays to a maximum 90 calendar nights per year.
- Prohibit the use of ADUs as Short-Term Rentals, consistent with the County's ADU Ordinance adopted April 30, 2019, to preserve ADUs for long-term rental occupancy.
- Prohibit vacation rentals and other accessory units (guesthouses, recreation rooms, tents, etc.) for Short-Term Rentals use.
- Prohibit rent-restricted housing (i.e. designated affordable and Section 8 housing) for Short-Term Rentals use.
- Prohibit Short-Term Rentals for commercial events and "party house" rentals.
- Restrict guest occupancy to two guests per bedroom, plus two, with a maximum occupancy of 12 guests.

In connection with Division 3 - Short-Term Rentals Registration, it is requested that upon adoption, your Board direct DRP to make amendments to County Code Title 22 - Planning and Zoning as needed to authorize Short-Term Rentals as a permitted accessory land use and incorporate certain regulatory provisions from the ordinance. This will enable DRP to assist the TTC with enforcement by allowing Regional Planning Zoning Enforcement to issue notices of violation under those provisions incorporated into Title 22. The Title 22 amendments must first be approved by the County Regional Planning Commission, before returning to your Board for final approval.

In addition, it is requested that your Board direct DRP to amend the County's Local Coastal Programs (LCPs) for the Santa Monica Mountains, Marina del Rey, and Santa Catalina Island to incorporate the ordinance for application in the County's Coastal Zones. Because the County's Coastal Zones are under the jurisdiction of the California Coastal Commission, the LCP amendments must be reviewed and certified by the Coastal Commission before Short-Term Rentals can be regulated in the Unincorporated Coastal Zones pursuant to the ordinance. Certification by the Coastal Commission is anticipated to take, at a minimum, one to two years.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not a project pursuant to the CEQA because they are activities that are excluded from the definition of a project by Section 15378 (b) of the State CEQA Guidelines. The proposed actions will create a government regulatory mechanism that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommendation to amend Title 7 by adding Division 3 - Short-Term Rentals Registration will allow the County to regulate Short-Term Rentals in the County Unincorporated areas.

Respectfully submitted,

KEITH KNOX
Treasurer and Tax Collector

KK:EBG:DB:ms

Enclosure

c: Sheriff
Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel
Department of Consumer and Business Affairs
Department of Regional Planning
Los Angeles County Development Authority

ANALYSIS

This ordinance constitutes the Los Angeles County Short-Term Rentals Registration Ordinance which amends Title 7 – Business Licenses of the Los Angeles County Code by adding Division 3 – Short-Term Rentals Registration to regulate Short-Term Rentals in the Unincorporated areas of the County. The ordinance:

- Requires that a Short-Term Rental Host register each year and pay an annual fee of \$914;
- Restricts Short-Term Rentals to a Host's Primary Residence;
- Prohibits Accessory Dwelling Units, Rent Restricted Primary Residences, and Vacation Rentals from being used as Short-Term Rentals;
- Regulates the operation of Short-Term Rentals, including restricting the number of guests, length of stays, and types of events;
- Regulates Hosting Platforms (e.g., Airbnb, VRBO) by requiring compliance with County regulations; and
- Establishes an enforcement and appeals process, including imposition of penalties and fees for noncompliance.

DAWYN R. HARRISON
County Counsel

By
PETER M. BOLLINGER
Assistant County Counsel
Government Services Division

ORDINANCE NO. _____

This ordinance constitutes the Los Angeles County Short-Term Rentals Registration Ordinance which amends Title 7 – Business Licenses of the Los Angeles County Code by adding Division 3 – Short-Term Rentals Registration to administer a Short-Term Rentals Registration program in the Unincorporated areas of Los Angeles County. The ordinance limits Short-Term Rentals activity and establishes the regulations, fees, and penalties for implementing, administering, and enforcing the ordinance.

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

SECTION 1. Division 3 is hereby added to read as follows:

Division 3 **SHORT-TERM RENTALS REGISTRATION.**

SECTION 2. Chapter 7.96 is hereby added to read as follows:

Chapter 7.96 **GENERAL SHORT-TERM RENTALS REGISTRATION**

REQUIREMENTS.

7.96.010 **Purpose and Intent.**

7.96.020 **Short Title.**

7.96.030 **Definitions.**

7.96.040 **Short-Term Rentals Registration.**

7.96.050 **Ineligible Short-Term Rentals.**

7.96.060 **Operational Regulations and Prohibitions.**

7.96.070 **Host Requirements.**

7.96.080 Hosting Platform Requirements.

7.96.090 Cumulative Penalties.

7.96.100 Investigations.

7.96.110 Enforcement.

7.96.120 Appeals.

7.96.130 Severability and General Provisions.

7.96.140 Implementation.

7.96.150 Effective Date.

7.96.010 Purpose and Intent.

The proliferation of unregulated Short-Term Rentals has the potential to erode available housing stock, degrade community and residential character, and circumvent the legally-authorized collection of the County's Transient Occupancy Tax, which includes all forms of transient housing and hoteling, including, but not limited to, Short-Term Rentals, for stays of thirty (30) consecutive Days or less. The purpose of this Short-Term Rentals Ordinance is to allow for the efficient use and rental of Primary Residences without reducing the housing stock available for long-term occupancy or detracting from the surrounding character of residential neighborhoods in the Unincorporated areas of the County. It is a priority for the County to strike a balance between the economic benefits of Short-Term Rentals and the potential impacts to neighborhoods and quality of life for residents. This ordinance establishes registration requirements, regulations, and fees for Short-Term Rentals in the Unincorporated areas of the County.

7.96.020 Short Title.

This ordinance codified in Title 7, Division 3, of this County Code will be known as, and may be cited as, the "Short-Term Rentals Ordinance."

7.96.030 Definitions.

For purposes of this Chapter, "may" is permissive and "must" is mandatory. The terms used in this Division 3 - Short-Term Rentals Registration ordinance have the following meanings:

A. "Accessory Dwelling Unit" means a dwelling unit with independent exterior access that is either attached to, located within the existing living area of, or detached from and located on the same lot as, a single-family residence or multi-family residential building, as defined by Section 22.14.010 (A) of the County Code.

B. "Applicant" means a Person who applied for, but is not yet issued, a Short-Term Rentals Registration Certificate. Applicant includes a Registrant applying for an annual Renewal.

C. "Application" means a request for a Short-Term Rentals Registration Certificate to the Tax Collector made In Writing and in the proper form with the correct fee payment.

D. "Booking Transaction" means any reservation and/or payment service provided by a Person to facilitate a Short-Term Rental transaction between a Host and a Guest.

E. "Chapter" means a Chapter of this Title.

F. "County Code" means the Los Angeles County Code.

- G. "County" means the County of Los Angeles.
- H. "Days" means calendar days, which is all days including Saturdays, Sundays, and holidays, unless otherwise specified.
- I. "Guest" means the Person renting a Short-Term Rental for transient occupancy and includes all Persons identified in the booking or reservation.
- J. "Hearing Officer" means the Person designated by the Tax Collector who will conduct a fair and impartial hearing under this Chapter, including, but not limited to, the Office of the County Hearing Officer if one has been created.
- K. "Host" means a Registrant, whether in the capacity of a Property Owner, lessee, or sub-lessee, renting their Primary Residence for Short-Term Rentals pursuant to this Chapter.
- L. "Hosted Stay" means a Short-Term Rentals activity whereby the Host remains in the Primary Residence, except for daytime and/or work hours. A Host residing outside their Primary Residence in an Accessory Dwelling Unit or in another separate structure located on the property does not constitute a "Hosted Stay."
- M. "Hosting Platform" means a marketplace in whatever form or format facilitating Short-Term Rentals activity through advertising, matchmaking, or any other means, using any medium of facilitation, and from which the operator of the Hosting Platform derives revenues, directly or indirectly, including fees for Booking Transactions or advertising revenues from providing or maintaining the marketplace.
- N. "In Writing" means in written form and includes, but is not limited to, handwriting, typewriting, printing, and writings sent via electronic data transmission.

O. "Local Responsible Contact" means the Host, or another individual designated by the Host, who must be reachable by telephone at all times during all Short-Term Rentals stays to respond timely and take remedial action regarding Short-Term Rentals complaints.

P. "Person" means any individual, partnership, limited liability company, corporation, trust, joint venture, association, estate, unincorporated organization, or any other legal entity.

Q. "Primary Residence" means a Host's permanent residence or usual place of return for housing as documented by at least two (2) of the following in the Host's name: motor vehicle registration, driver's license, voter registration, property tax bills (showing the Host's residence), lease agreement, or utility bill. A Host may have only one (1) Primary Residence and must reside there for a minimum of two hundred seventy-five (275) Days per calendar year.

R. "Property Owner" means any Person, firm, or other legal entity who receives or is entitled to receive rent or a lease payment for the use of any rental or leased property, including Short-Term Rentals, or the agent representative or successor thereof.

S. "Registrant" means a Person issued a Short-Term Rentals Registration Certificate.

T. "Renewal" means a Registrant completes and submits an Application with the required fee payment for approval of a subsequent Short-Term Rentals Registration Certificate.

U. "Rent Restricted Primary Residence" means a Primary Residence subject to housing restrictions by deed or agreement by the County or another public agency or authority as affordable housing, or subject to an agreement that provides a housing subsidy for affordable housing, or which is restricted under State or federal law or administrative regulation.

V. "Short-Term Rental" means use of a Primary Residence, or portion thereof, for the purposes of providing temporary lodging for compensation for occupancy of thirty (30) consecutive Days or less, counting portions of Days as full Days.

W. "Short-Term Rentals Registration Certificate" means a County document authorizing a Registrant to engage in Short-Term Rentals activity at a specific Primary Residence, and includes a Registration number, issuance date, and expiration date. A Short-Term Rentals Registration Certificate may not be sold, assigned, or transferred, and does not run with the land.

X. "Tax Collector" means the Treasurer and Tax Collector of the County, their designated deputy, agent, representative, or designee.

Y. "Transient Occupancy Tax" means the tax identified in Chapter 4.72 of the County Code.

Z. "Un-Hosted Stay" means a Short-Term Rentals activity whereby the Host does not remain in the Primary Residence. A Host residing overnight outside their Primary Residence in an Accessory Dwelling Unit or in another separate structure located on the property constitutes an "Un-Hosted Stay."

AA. "Unincorporated areas" means areas in Los Angeles County outside the jurisdictional boundaries of incorporated cities.

AB. "Vacation Rental" means a dwelling unit that is not a Primary Residence and which is available for temporary lodging, for compensation. The term "Vacation Rental" does not include bed and breakfast inns, hotels, or a dwelling unit for which a tenant has a month-to-month rental agreement and the rental payments are paid monthly.

7.96.040 Short-Term Rentals Registration.

A. Before Primary Residences are rented as Short-Term Rentals to any Guest, a Person must submit an Application and obtain a Short-Term Rentals Registration Certificate from the Tax Collector pursuant to the provisions of this Chapter.

B. Short-Term Rentals Registration Certificates are valid for one (1) year from the date of issuance. Registrants may renew Short-Term Rentals Registration Certificates on an annual basis prior to expiration by submitting the Application prescribed by the Tax Collector with payment of the annual Short-Term Rentals registration fee amount.

C. An Applicant must apply for a Short-Term Rentals Registration Certificate in the format prescribed by the Tax Collector and pay the annual Short-Term Rentals registration fee amount of nine hundred fourteen dollars (\$914), payable to the Tax Collector.

1. The Application must include the following:

a. Information needed to verify the Host's identification and Primary Residence;

b. Identification of the Local Responsible Contact;

c. A list of all Hosting Platforms to be used;

d. Whether Un-Hosted Stays will be offered; and

e. Any other information required by the instructions on the Application and/or the guidelines promulgated by the Tax Collector.

2. The Tax Collector will not process an Application until the Short-Term Rentals annual registration fee amount identified in Section 7.96.040.C is remitted to the Tax Collector.

D. The Host must sign an affidavit under penalty of perjury affirming the following requirements are met before the Tax Collector will issue a Short-Term Rentals Registration Certificate:

1. The Short-Term Rentals unit is the Host's Primary Residence;

2. The Host or a Local Responsible Contact must be reachable by telephone at all times during Short-Term Rentals stays to respond to and take remedial action regarding Short-Term Rentals concerns or complaints;

3. All Hosted and Un-Hosted Short-Term Rentals must be for thirty (30) consecutive Days or less;

4. Hosted Stays must be for a minimum of one (1) night;

5. Un-Hosted Stays must be for a minimum of two (2) consecutive nights;

6. Un-Hosted Stays may not exceed ninety (90) nights per calendar year;
7. Consent from the Property Owner by notarized signature granting authorization for use of the Primary Residence for Short-Term Rentals;
8. The Short-Term Rentals unit is not an Accessory Dwelling Unit, Rent Restricted Primary Residence, or Vacation Rental;
9. The Host certifies compliance with all requirements of this Chapter, the County Code, and all applicable State, federal, or other local laws, and Tax Collector procedures;
10. The Host agrees to indemnify, save, protect, hold harmless, and defend the County, its Special Districts, elected and appointed officers, representatives, officials, employees, agents, and volunteers from and against any and all liability, including, but not limited to, claims, demands, damages, fines, obligations, suits, judgments, penalties, actions, losses, or expenses (including attorney and expert witness fees), arising from and/or relating to Host's actions or inaction in the operation and/or maintenance of their Short-Term Rental; and
11. The Host affirms that any property tax obligation for the Primary Residence for the secured roll is not deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436. Additionally, any property tax obligation on the unsecured roll assessed against the owner or owners of the Primary Residence is paid prior to the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922.

E. If an Applicant for Short-Term Rentals Registration violates this Chapter, the Tax Collector may deny an Application submitted by that Applicant for a period of up to one (1) year.

F. Fees and penalties will be forfeited upon abandonment of an Application, denial of an Application, or when a Short-Term Rentals Registration Certificate is suspended or revoked. The registration fee payment or a portion may be refunded by the Tax Collector if:

1. All or a portion of the registration fee payment was in excess, erroneous, or double payment; or
2. An Applicant withdraws an Application and so notifies the Tax Collector of the withdrawal In Writing before an approval or denial of the Application has been completed by the Tax Collector. The Tax Collector will notify the Applicant of its determination regarding a reasonable refund of fees within ninety (90) Days of receipt of a notice of withdrawal.

G. In the event of a declaration of a natural disaster or emergency by the State, federal, or local government, including the Board of Supervisors, the Tax Collector may extend payment deadlines, change effective Short-Term Rentals Registration Certificate dates, cancel penalties, and cancel or refund fees for Short-Term Rentals Registrants that have been affected by the emergency or natural disaster when the Tax Collector requests and receives documentation to demonstrate displacement or economic hardship caused by a natural disaster or emergency.

H. Short-Term Rentals Registration Certificates are non-assignable, non-transferable, and will be null and void immediately upon an ownership, lease, or sublease change of any registered property.

I. Duplicate Short-Term Rentals Registration Certificates may be issued to a Registrant or an authorized representative of the Registrant with satisfactory proof of authority to request a duplicate Registration Certificate upon payment of the requisite amount determined by the Tax Collector.

J. If a Primary Residence is subject to a lease or rental agreement or the rules of a homeowners' or condominium association, allowance to engage in Short-Term Rentals through this Chapter must not be inferred to grant any permission that invalidates or supersedes provisions in those agreements, including, but not limited to, any prohibition of, or more stringent restrictions on Short-Term Rentals.

7.96.050 Ineligible Short-Term Rentals.

A. Short-Term Rentals are not permitted without a valid Short-Term Rentals Registration Certificate.

B. Short-Term Rentals are not permitted in Rent Restricted Primary Residences.

C. Short-Term Rentals are not permitted in Vacation Rentals.

D. Short-Term Rentals are not permitted in Accessory Dwelling Units nor any other form or type of habitable accessory structure, such as guesthouses, pool houses, or recreation rooms.

E. Short-Term Rentals are not permitted in any part of the property not approved for residential use, including, but not limited to, any vehicles parked on the property (including motor homes, vans, boats, or similar vehicles), storage sheds, trailers, garages, or any temporary or permanent structures, including, but not limited to, yurts, treehouses, tents, or structures used as a place of abode.

F. Short-Term Rentals are not permitted on any boat, ship, floating facility or vessel, floating home, or houseboat, including those that may serve as a Primary Residence or as a place of abode.

7.96.060 Operational Regulations and Prohibitions.

A. Short-Term Rentals must be operated, maintained, advertised, booked, and facilitated in a manner that complies with this Chapter, the County Code, and all applicable State, federal, or other local laws.

B. A copy of a valid Short-Term Rentals Registration Certificate must be posted in a conspicuous place inside the Short-Term Rental.

C. The Tax Collector will mail notice to the owners of all neighbor properties adjacent and abutting, and if applicable, across a street or alleyway, of the exterior boundaries of the Host's Primary Residence address noted on the Registration Certificate, within seven (7) Days of issuance thereof.

D. Short-Term Rentals advertisements or listings, including any Hosting Platform advertisement or listing, must include the valid Short-Term Rentals Registration Certificate number issued by the County, depicted in a visible location on the advertisement.

E. Signs must not be posted on the exterior of Primary Residences to advertise the availability for Short-Term Rentals.

F. Short-Term Rentals must be reserved and paid for by a Guest at least twenty-one (21) years old.

G. Short-Term Rentals for Hosted and Un-Hosted Stays must not exceed the maximum of thirty (30) consecutive Days.

H. Short-Term Rentals for Hosted Stays must be for at least one (1) night.

I. Short-Term Rentals for Un-Hosted Stays must be for at least two (2) consecutive nights.

J. Short-Term Rentals for Un-Hosted Stays must not exceed the maximum of ninety (90) nights per calendar year.

K. Guest occupancy is limited to two (2) Persons per bedroom, plus two (2), with a maximum occupancy of twelve (12) Guests per booking or reservation. Lofts that meet California Building Code egress requirements are considered a bedroom for the purposes of this occupancy calculation.

L. Short-Term Rentals must not adversely affect the residential character of the neighborhood by causing nuisance activities, including, but not limited to, illegal parking, disturbances of the peace, excessive noise, vibration, glare, light, odors, littering, or other effects that unreasonably interfere with a community, neighborhood, or any Persons' reasonable enjoyment of their residence.

M. Short-Term Rentals must not be used to host any parties or events causing a nuisance that disrupts the surrounding neighborhood, including, but not

limited to, open invite gatherings or parties advertised on social media, commercial events, commercial parties, commercial group gatherings, banquets, corporate events, or any event where an admission fee is charged.

N. Short-Term Rentals with on-site parking pursuant to Sections 22.112.060 and 22.112.070 of the County Code must make the on-site parking available for Guests.

O. Short-Term Rentals located in high fire hazard zones, as designated in Title 32, Appendix P 102.3, must provide notice on all Short-Term Rentals listings and display notice of the high fire hazard on the exterior of the premises indicating that smoking of any kind, and any open flame, including the use of outdoor barbecue grills and fire pits, are prohibited in any exterior area of the property.

P. Hosts with a suspended Registration Certificate are prohibited from advertising or renting the Primary Residence for Short-Term Rentals for the duration of the suspension; and a Host whose Short-Term Rentals Registration Certificate has been revoked or lapsed without Renewal may not advertise or rent the Primary Residence for Short-Term Rentals unless and until a new Registration Certificate is authorized by the County.

7.96.070 Host Requirements.

A. The Host must immediately remediate any violations of this Chapter or other provisions of the County Code arising at or pertaining to Short-Term Rentals.

B. Hosts must not operate more than one (1) Short-Term Rental at a time in the Unincorporated areas of the County.

C. Hosts must not allow more than one (1) Short-Term Rental Guest booking per night.

D. Hosts must limit Guest occupancy pursuant to Section 7.96.060.K.

E. The Host is obligated to collect and remit the Transient Occupancy Tax and must fully comply with all requirements of Chapter 4.72 of the County Code, or any successor Sections, including, but not limited to, records maintenance and inspection. Pursuant to Section 7.96.080.C (Hosting Platform Requirements), if a Host Platform does not collect the Transient Occupancy Tax for rentals, Hosts are solely responsible for collection of all applicable Transient Occupancy Tax and remittance of the collected tax to the County.

F. The Host must provide and maintain in working condition smoke detectors, carbon monoxide detectors, and flashlights on the premises of the Short-Term Rentals unit.

G. The Host must provide and maintain adequate and readily accessible fire extinguishers maintained in proper working order. Each fire extinguisher must carry a suitable tag showing the date of the most recent inspection.

H. Hosts must have a notice posted within Short-Term Rentals in a location clearly marked and easily accessible by the Guest (e.g., posted on the refrigerator or included within a binder placed at a conspicuous location) containing the following information:

1. The maximum number of occupants;

2. Parking capacity, location of on-site parking spaces, and parking rules, if any;
3. Trash and recycling disposal and pickup information;
4. The name and telephone number of the Local Responsible Contact to be contacted on a twenty-four (24) hour basis;
5. Emergency contact information for police, fire, or emergency medical services; and
6. Evacuation plan showing emergency exit routes and fire extinguisher locations.

7.96.080 Hosting Platform Requirements.

- A. Hosting Platforms operating or advertising Short-Term Rentals in the Unincorporated areas of the County must comply with the requirements of this Chapter.
- B. Hosting Platforms must not process or complete any Booking Transactions for Short-Term Rentals unless the Host has a valid Short-Term Rentals Registration Certificate issued by the County.
- C. Hosting Platforms are required to:
 1. List the Short-Term Rentals Registration Certificate number on Booking Transactions;
 2. Limit all Booking Transactions to thirty (30) consecutive Days or less, as set forth in Section 7.96.060.G;

3. Provide the Tax Collector contact information for an employee or representative of the Hosting Platform that will be responsible for responding to requests for information from the Tax Collector or any County department;

4. Remove any Short-Term Rentals listings from its platform upon notification by the Tax Collector of a violation pursuant to this Chapter; and

5. Inform all Hosts of the Host's responsibility to collect and remit all applicable Transient Occupancy Tax in accordance with Chapter 4.72 of the County Code, as well as any other applicable State, federal, and local taxes.

7.96.090 Cumulative Penalties.

A. Each Day that any violation of this Chapter occurs or continues constitutes a separate and distinct violation. The penalties in this Chapter are cumulative, are not dependent upon the taking of any other action, and preclude no other available remedy.

B. County Counsel may, in the name of the County of Los Angeles, bring suit for all remedies, including, but not limited to, the recovery of any Short-Term Rentals registration fee or penalty required by this Title.

7.96.100 Investigations.

A. The Tax Collector or their designee may investigate any complaint or citation relating to Short-Term Rentals.

B. If after an investigation the Tax Collector or any other County department has reasonable cause to believe that any Short-Term Rentals activity is in violation of the requirements of this Chapter, applicable provisions of the County Code, State, federal, or other local laws, the Tax Collector may issue a notice of noncompliance or

notice of continuing violation in accordance with the authority found in the County Code and this Chapter.

7.96.110 Enforcement.

- A. The Tax Collector is responsible for the enforcement of this Chapter.
- B. Short-Term Rentals Registration Certificates may be suspended, modified, revoked, or denied by the Tax Collector.
- C. The Tax Collector or any County department may serve a notice of noncompliance by personal service or registered or certified mail when any Short-Term Rentals activity is noncompliant and in violation of this Chapter or the County Code. When any Short-Term Rentals activity is occurring without the Short-Term Rentals Registration Certificate required by this Chapter, including when expired, suspended, revoked, or denied, the Tax Collector or any County department may serve a notice of noncompliance or notice of continuing violation by personal service or registered or certified mail. A notice of noncompliance or notice of continuing violation must contain the following:
 - 1. A statement of the noncompliance or continuing violation, including the basis for the determination by the Tax Collector or any County department, a summary of supporting evidence, a directive to immediately cease all Short-Term Rentals activity, and the required amount of fines, fees, and penalties that must be paid;
 - 2. Notice that every Day of noncompliance or continuing violation is a separate and distinct violation with administrative fines issued pursuant to Chapter 1.25 of the County Code, up to the Short-Term Rentals registration fee amount;

3. Notice that the stated noncompliance or continuing violation may be appealed; and

4. Notice that all objections to the validity of service of the notice of noncompliance or notice of continuing violation are deemed waived if a notice of appeal is filed.

D. The Tax Collector or any other County department may take such steps as may be necessary to immediately halt Short-Term Rentals activity if Short-Term Rentals continue after a notice of noncompliance or notice of continuing violation was served.

E. The Tax Collector may immediately suspend or revoke a Short-Term Rentals Registration Certificate if the Tax Collector or any other County department receives a complaint or citation containing sufficient allegations of an imminent threat to public peace, health, or safety, or of a Short-Term Rental operating in violation of the requirements of this Chapter, the County Code, State, federal, or other local laws.

F. The Tax Collector may suspend or revoke a Short-Term Rentals Registration Certificate if the Registrant is convicted of violating any provision of the County Code, or State and federal laws in a criminal case, or is found in violation of the County Code in a civil or administrative action.

G. Short-Term Rentals Registration Certificates may be revoked if the Registrant has any debt owed to the County for unpaid Transient Occupancy Tax pursuant to Chapter 4.72 of the County Code.

H. If a Short-Term Rentals Registration Certificate is suspended or revoked, the Registrant must cancel any future bookings and remove all advertisements related to Short-Term Rentals.

I. Any suspended or revoked Short-Term Rentals Registration Certificate must be surrendered to the Tax Collector upon notice to the Registrant from the County. If a Short-Term Rentals Registration Certificate is surrendered to the County Sheriff or any County department, the department must notify the Tax Collector.

J. Any Person who violates any provision of this Chapter may be subject to a criminal case, or civil or administrative action, and may be liable for a civil penalty, including, but not limited to, an injunction, fine, and imprisonment in the County for a period not to exceed six (6) months.

K. If a violation of this Chapter is found to be a nuisance, it may be abated. Notice of the abatement of a nuisance will be given to the Property Owner, Registrant, or Host, including notice of the abatement proceeding, and an opportunity to appear. If the nuisance constitutes an immediate threat to public health or safety, the summary abatement of a nuisance may be ordered pursuant to California Government Code section 25845, subdivision (a). A nuisance may also be abated by the imposition of a lien or special assessment for the cost of nuisance abatement pursuant to California Government Code section 25845, subdivisions (b) through (g), and Chapter 1.23 of the County Code. All unpaid abatement costs may be secured by a nuisance abatement lien recorded against the title to Short-Term Rentals where violations occurred and by special assessment placed on the property tax bill of said property.

All steps taken to impose a lien and create a special assessment must comply with all applicable requirements of the State, federal, County, or other local laws.

L. Any Person who violates any provision of this Chapter may be subject to administrative fines, noncompliance fees, and other remedies pursuant to Chapter 1.25 of the County Code, including the following:

1. Hosting Platforms: Up to a one thousand dollars (\$1,000) fine per violation per Day may be imposed for any of the following violations:
 - a. Completing a Booking Transaction for any Short-Term Rental without a valid Short-Term Rentals Registration Certificate;
 - b. Completing a Booking Transaction for a single Host with more than one Short-Term Rental within the Unincorporated areas of the County;
 - c. Completing a Booking Transaction for any Short-Term Rental where the Host's Short-Term Rentals Registration Certificate is expired, revoked, or suspended;
 - d. Completing a Booking Transaction for a Guest on the same night another Guest is reserved to occupy a Short-Term Rental;
 - e. Completing a Booking Transaction for a Hosted Stay for less than one (1) night;
 - f. Completing a Booking Transaction for an Un-Hosted Stay for less than two (2) consecutive nights;
 - g. Completing a Booking Transaction exceeding the maximum of thirty (30) consecutive Days for Short-Term Rentals; or

h. Completing a Booking Transaction exceeding the maximum of ninety (90) nights per calendar year for Un-Hosted Stays.

2. Hosts: Up to a two thousand dollars (\$2,000) fine per violation per Day may be imposed, or two (2) times the average nightly rate charged, whichever is greater, for any of the following violations:

a. Booking Short-Term Rentals without a valid Short-Term Rentals Registration Certificate;

b. A single Host booking Short-Term Rentals at more than one residence within the Unincorporated areas of the County;

c. Booking Short-Term Rentals where the Host's Short-Term Rentals Registration Certificate is expired, revoked, or suspended;

d. Booking a Guest on the same night another Guest is reserved to occupy a Short-Term Rental;

e. Booking a Guest's occupancy for more than the maximum of thirty (30) consecutive Days;

f. Booking a Hosted Stay that is less than one (1) night;

g. Booking an Un-Hosted Stay that is less than two (2) consecutive nights; or

h. Booking Short-Term Rentals exceeding the maximum of ninety (90) nights per calendar year for Un-Hosted Stays.

M. Notwithstanding Subsection L, an administrative fine may not be assessed if a notice states the violation is capable of being cured and is cured by Registrant within ten (10) Days of the date of the notice or date of the notice of noncompliance.

N. The Tax Collector may assess and collect from a Short-Term Rentals Registrant, or a Person operating an unregistered Short-Term Rental, a noncompliance fee of two hundred eighty-five dollars (\$285) for any provision of this Title through a Notice of Noncompliance. Noncompliance fees are due immediately upon issuance of the Tax Collector's notice. A Notice of Noncompliance may be appealed pursuant to Section 7.96.120.

O. Amounts owed under the County Code and this Chapter which are not paid when due will constitute a debt to the County that may be collected in compliance with Section 2.52.040 of the County Code through a civil action, a lien against any property owned or operated by the debtor, or any other legal remedy. Successors to a Short-Term Rentals activity assessed a penalty or fine will be liable for unpaid fees and penalties if the successors had notice of the assessed penalty and amount due.

7.96.120 Appeals.

A. Any Host that receives a notice of noncompliance or notice of continuing violation may file a notice of appeal of any administrative fine, compliance fee, or other enforcement remedy with the Tax Collector or as described in the notice.

B. A notice of appeal must be received by the Tax Collector within ten (10) Days from the date on the notice of noncompliance or notice of continuing violation.

1. Failure to file a notice of appeal within ten (10) Days of the date of the notice may result in the notice of noncompliance or notice of continuing violation to be the County's final decision. However, the Tax Collector in their discretion may forward a notice of appeal to the Hearing Officer if the notice is received later than ten (10) Days after the date of a notice.

2. A notice of appeal must state all bases for an appeal, including a detailed statement of defense to all violations, any supporting evidence, a Person's signature and mailing address, and payment for the cost of an appeal as set forth in the County notice of noncompliance or notice of continuing violation.

C. The Tax Collector may designate a Person qualified to conduct a fair and impartial hearing as a Hearing Officer under this Chapter, including, but not limited to, the Office of the County Hearing Officer if one has been created, and forward the notice of appeal to the Hearing Officer.

1. If a timely and complete notice of appeal is received, an appeal hearing will be scheduled and noticed by the Hearing Officer.

2. The decision rendered following an appeal hearing is the final decision of the County.

D. At any time prior to a final decision by the Tax Collector or the close of an appeal hearing by the Hearing Officer, a notice of noncompliance or notice of continuing violation may be amended or supplemented by the Tax Collector, their designee, or any other County department to add new violations. Notice must be given of all amended

violations pursuant to the notice requirements set forth in this Chapter, and the notice must disclose how to file an appeal or amend a notice of appeal filed previously.

7.96.130 Severability and General Provisions.

A. If any Section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision must not affect the validity of the remaining provisions.

B. The County Board of Supervisors hereby declares that it would have adopted this Chapter, Section, and every subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion would subsequently be declared invalid or unconstitutional.

7.96.140 Implementation.

The Tax Collector is responsible for administration and enforcement of this Chapter and promulgating guidelines and rules consistent with the provisions of this Chapter and the County Code.

7.96.150 Effective Date.

This Short-Term Rentals Registration Ordinance will take effect one-hundred eighty (180) days from the date of final passage by the Board of Supervisors.

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