



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: May 21, 2025

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: Michelle Vega, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

To participate in this 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 this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov.

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. BOARD MOTION ITEM(S):

SD-5

- SUPPORT FOR H.R. 1179 (WHITESIDES)

SD-1

- ESTABLISHING MUNICIPAL ADVISORY COUNCILS FOR UNINCORPORATED EAST LOS ANGELES

SD-2

- TRANSFORMING THE COUNTY'S COMPLAINT AND DISPUTE RESOLUTION PROCESSES TO FOSTER A CULTURE OF BELONGING, TRANSPARENCY, AND ACCOUNTABILITY

SD-3

- SUPPORT FOR ASSEMBLY BILL 1138 (ZBUR) AND SENATE BILL 630 (ALLEN): MODERNIZING THE CALIFORNIA FILM AND TV TAX CREDIT
- THE COUNTY AND CITY OF LOS ANGELES COORDINATED HOMELESSNESS RESPONSE

SD-4

- LA SALUD ES IMPORTANTE: PROCLAIMING JUNE 2025 AS IMMIGRANT HERITAGE MONTH BY KEEPING LOS ANGELES COUNTY'S IMMIGRANTS HEALTHY AND SAFE

4. DISCUSSION ITEM(S):

A) Board Memo:

ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A NEW SOLE SOURCE CONTRACT WITH 3DI, INC. FOR THE PROVISION OF LICENSING, MAINTENANCE, AND SUPPORT SERVICES
DCBA/CIO – Alfred Beyruti, Admin Deputy and
Jose Rivas, Information Technology Manager

B) Board Letter:

APPROVAL OF CONTRACT WITH NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY TO PROVIDE SELF-HELP LEGAL ACCESS CENTER SERVICES
DCBA – Alfred Beyruti, Admin Deputy and
Jeffrey Pransky, Community and Business Affairs Specialist

- C) Board Letter:
GRATIS LEASE AGREEMENT WITH EAST LOS ANGELES WOMEN'S
CENTER OPERATING AT COUNTY-OWNED LA GENERAL MEDICAL
CENTER
CEO/RE – Michael G. Rodriguez, Section Chief, County-owned
- D) Board Letter:
RECOMMENDATION TO AMEND COUNTY EQUITY OVERSIGHT PANEL
MEMBER CONTRACTS TO EXTEND THE TERM THROUGH JUNE 30, 2026
BOS – Susan Huff, Administrative Deputy and
Vickey Bane, CEOP Executive Director
- E) Board Letter:
APPROVE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOS ANGELES AND THE LOS ANGELES
COUNTY DEVELOPMENT AUTHORITY FOR POLICY OF EQUITY SERVICES
BOS – Susan Huff, Administrative Deputy and
Vickey Bane, CEOP Executive Director
- F) Board Letter:
APPROVE THE REEMPLOYMENT OF RETIRED COUNTY EMPLOYEE AS A
120-DAY TEMPORARY EMPLOYEE
BOS – Susan Huff, Administrative Deputy and
Luz Luna Sepulveda, Departmental Human Resources Manager

5. PRESENTATION ITEM(S):

None.

6. ADJOURNMENT

UPCOMING ITEMS FOR MAY 28, 2025:

- A) DRP/CIO - APPROVE AMENDMENT NO. 8 TO AGREEMENT NO. 78227 FOR
THE ELECTRONIC PERMITTING AND INSPECTIONS COUNTY OF LOS
ANGELES SYSTEM
- B) DCFS/CIO - NOTICE OF INTENT TO EXTEND THE ON-GOING SUPPORT OF
THE AMERICAN STANDARD CODE FOR INFORMATION INTERCHANGE
DAILY DOWNLOAD CONTRACT
- C) RRCC/CIO - REQUEST APPROVAL OF CONTRACT NUMBER 25-002 WITH
KOFILTE TECHNOLOGIES, INC. FOR RESTORATION, REPAIR, AND
SCANNING OF MICROFILM, RECORDS, AND INDEX BOOKS

D) RPOSD/CIO - APPROVAL OF CONTRACT FOR NEW GRANTS
MANAGEMENT SYSTEM

E) CEO/RE - FIFTEEN-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
1500 HUGHES WAY, LONG BEACH

F) ASSESSOR/CEO-CP - CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
SOUTH EL MONTE ASSESSOR OFFICE
1190 ROOF REPLACEMENT PROJECT
APPROVE PROJECT, SCOPE, AND BUDGET
AUTHORIZE USE OF JOB ORDER CONTRACT
SPECS. 7983; CAPITAL PROJECT NO. 8A077
FISCAL YEAR 2024-25

G) CEO/RM - REQUEST FOR APPROVAL AND AWARD OF INSURANCE
BROKERS PROGRAM MASTER AGREEMENTS

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE
OPERATIONS CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL
AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

SUPPORT FOR H.R. 1179 (WHITESIDES)

The Chiquita Canyon Landfill (CCL) is a sizable 639-acre landfill situated in the Santa Clarita Valley, and is owned by Waste Connections Inc., and operated through its subsidiary Chiquita Canyon, LLC. The ongoing Subsurface Elevated Temperature (SET) event, by which noxious odors are emanating from the landfill, has significantly affected the quality of life for residents of the surrounding communities.

To address financial pressures and provide tax relief to residents impacted by the CCL SET event, Congressman George Whitesides has introduced H.R. 1179, the Chiquita Canyon Tax Relief Act.

H.R. 1179 seeks to amend the Internal Revenue Code to exclude from gross income any payments received by individuals as compensation for losses, damages, expenses, relocation, suffering, loss in real property value, closing costs related to real property (including realtor commissions), or inconvenience resulting from the Chiquita Canyon SET event on or after March 1, 2024. Qualified payments include any funding received from a federal, State, or local government agency, Waste Connections, Inc., or any subsidiary, insurer, or agent of Waste Connections, Inc. or any related person. H.R. 1179 would consider these payments to be qualified disaster relief payments (QDRPs).

I, THEREFORE, MOVE that the Board of Supervisors direct the Chief Executive Officer, through the Legislative Affairs and Intergovernmental Relations Branch, to support H.R. 1179.

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MOTION BY SUPERVISOR HILDA L. SOLIS

June 3, 2025

Establishing Municipal Advisory Councils for Unincorporated East Los Angeles

On April 23, 2024, the Los Angeles County Board of Supervisors (Board) directed the Chief Executive Office (CEO) to analyze the feasibility of the incorporation of East Los Angeles (East LA) as a city or special district, including a summary and breakdown of existing revenues (federal, State, and local sources) and projected revenues as an incorporated city, with a comparison of investments in capital projects, programs, and municipal services over the last 10 years.

The CEO released a report on May 12, 2025, which provides a comprehensive, data-driven analysis of East LA’s fiscal landscape. It includes revenue estimates and service cost projections, offering a transparent view of the economic challenges associated with incorporation or creating a special district.

Per State law, an incorporated city must have sufficient revenue to remain fiscally solvent. The CEO’s report concludes that incorporation of East LA would leave the region with an operating deficit of approximately \$27.8 million. This means that in order to remain fiscally solvent, a newly incorporated East LA would either need to cut services, outsource services, or raise taxes.

The CEO’s report also reaffirmed that the County spends significantly more on

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MOTION BY SUPERVISOR HILDA L. SOLIS

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Establishing Municipal Advisory Councils for Unincorporated East Los Angeles

services in East LA than revenue received. In FY 2022-23, the three primary revenue sources paid by East LA residents yielded \$28.2 million. However, for the same fiscal year, the County General Fund spent \$53.3 million on municipal services provided to East LA. In addition, during Supervisor Hilda L. Solis's tenure, the County has invested over \$500 million in East LA at her direction, directly benefitting the 118,000 residents, as well as workers and business owners of East LA.

Although cityhood or a special district may not be financially feasible for East LA, the CEO recommends retaining a consultant to outreach to the community and stakeholders for input on creating Municipal Advisory Councils (MACs). Under State law, MACs advise the Board and serve as a conduit for community-driven recommendations regarding services. They are a formal part of county governance, created by a county board of supervisors. Currently, East LA does not have an officially operating MAC.

As the largest unincorporated area in California, East LA depends on the County for vital services. The County remains committed to delivering on that responsibility—from public safety, housing and emergency response to community beautification and economic development.

I, THEREFORE, MOVE that the Board of Supervisors direct the Chief Executive Office (CEO) to retain a consultant to conduct multilingual and culturally competent outreach across East LA communities—Belvedere/Obregon Park, City Terrace, Eastmont, Garfield, Maravilla, Saybrook, Union Pacific, and Winter Gardens—as well as

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MOTION BY SUPERVISOR HILDA L. SOLIS

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local businesses and nonprofits to present the data and findings in the CEO's 2025 report and provide written report back to the Board in 90 days with the following:

1. Summary of outreach and feedback from the community engagement; and
2. Recommendations on a proposed structure and framework for local Municipal Advisory Councils in East LA, representing all neighborhoods in East LA equitably including, but not limited to Belvedere/Obregon Park, City Terrace, Eastmont, Garfield, Maravilla, Saybrook, Union Pacific, and Winter Gardens.

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HLS: du.tof.wr.ac

MOTION BY SUPERVISOR HOLLY J. MITCHELL

June 3, 2025

Transforming the County’s Complaint and Dispute Resolution Processes to Foster a Culture of Belonging, Transparency, and Accountability

The County of Los Angeles (County) is uniquely positioned to lead by example in creating a workplace that addresses employee complaints, resolves disputes efficiently and fairly, and promotes a culture of belonging and inclusion. In furtherance of this goal, on December 7, 2021, the Board of Supervisors (Board) adopted a motion titled, “Enhancing the County’s Commitment to Promoting a Diverse and Inclusive Work Environment,”¹ to advance equity and fairness in the workplace by exploring updates to the County Policy of Equity (CPOE) and making recommendations for enhanced complaint and alternative dispute resolution processes to strengthen our commitment to a safe, inclusive, and respectful work environment for all employees. At that time, the Board recognized that continuing to ensure a workplace free from discrimination, harassment, and retaliation is foundational to building an equitable County workforce, one that reflects the values we seek to promote across the communities we serve. Additionally, as the largest employer in the County with over 110,000 employees, it is imperative that each County department timely responds to workplace disputes, including those relating to interpersonal conflicts that do not rise to the level of a CPOE violation,

¹ [Enhancing the County’s Commitment to Promoting a Diverse and Inclusive Work](#)

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MOTION BY SUPERVISOR HOLLY J. MITCHELL

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in order to facilitate resolution and foster a safe, productive, and inclusive work environment.

Over the past two years, the Chief Executive Officer's Anti-Racism, Diversity, and Inclusion Initiative (ARDI), the Department of Human Resources, the County Equity Oversight Panel (CEOP) in the Executive Office of the Board, and the Office of the County Counsel (the "CPOE Program Partners") have worked collectively to achieve the Board's directives relating to recommendations for enhanced workplace complaint and dispute resolution processes that advance equity, fairness, and inclusion for all.

In May 2025, ARDI submitted a report to the Board titled, "Findings and Recommendations for Transforming the County's Complaint and Dispute Resolution Processes to Foster a Culture of Belonging, Transparency, and Accountability." The report contained the CPOE Program Partners' findings and recommendations, following their two-year review and analysis of the County's CPOE and dispute resolution processes, summarized as follows:

- a) Only approximately 25% of all complaints filed with the CEOP receive an 'A' designation, meaning that the complaint could be a potential CPOE violation and warrants additional investigation by the County Equity Investigations Unit.
- b) The remaining approximately 75% of complaints are determined to not be jurisdictional to the CPOE and are sent back to the involved departments for administrative handling. However, there is currently no standardized tracking system to monitor the resolution of non-jurisdictional CPOE complaints across departments.
- c) The County's existing technological infrastructure for supporting the CEOP process should be upgraded to enhance data management and tracking.
- d) For workplace dispute resolution processes, although significant progress has been made, reforms are needed to address gaps in the current process that could perpetuate delays, frustration, inconsistent handling, and a lack

of transparency.

- e) Although mediation is effective when used during the CEOP process, the availability of mediation and dispute resolution options should be expanded, including investing in early conflict resolution and leadership training.
- f) For the CEOP process in particular, CPOE complaint designations should be simplified, and it is recommended that the membership of the CEOP panel should include non-attorney members in order to bring in different perspectives and experience into the process.
- g) County complaint and dispute resolution processes and functions are currently dispersed across multiple departments or entities. The County should explore consolidating CPOE and dispute resolution processes into one consolidated entity. This entity would serve as a Shared Services Center for complaint and dispute resolution processes to increase efficiencies, expeditiously resolve complaints and disputes, provide training and resources, and publish regular reports on the complaint process to foster accountability.

Now is the time for the County to take bold action. Implementing the recommended reforms is essential to achieving the Board's broader goals of advancing equity and non-discrimination in the workplace, modernizing County operations, and building a workplace culture where employees feel heard, respected, and empowered. The County's complaint and dispute resolution processes must be more standardized, streamlined, and efficient to best serve our employees and foster trust and inclusion in the workplace.

Building on the findings of an extensive, multi-year process, the County must adopt a strategic action framework to make enhancements to CPOE processes, ensure all departments are working together to resolve employee disputes, and initiate critical stakeholder engagement to ensure that any reforms are shaped transparently, collaboratively, and with the voices of our workforce at the center.

I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Direct the Chief Executive Officer (CEO), through the Anti-Racism, Diversity, and Inclusion Initiative (ARDI), in collaboration with the Executive Officer of the Board (EO), the Director of the Department of Human Resources (DHR), County Counsel, and other relevant departments to return to the Board in 180 days with a written detailed implementation framework developed from the recommendations in ARDI's May 2025 Report titled, "Findings and Recommendations for Transforming the County's Complaint and Dispute Resolution Processes to Foster a Culture of Belonging, Transparency, and Accountability," including key process reforms such as:
 - a. Recommendations for developing a centralized, single-entity Shared Services Center within a County department to manage a dual-track process for (i) reporting and investigating County Policy of Equity (CPOE) complaints and (ii) supporting the proactive resolution of workplace disputes;
 - b. Establishing department-level pre-complaint resources, including a culture holders program, to assist in the facilitation of dispute resolution services;
 - c. Developing uniform procedures for handling complaints throughout the County, regardless of complaint designation, to the extent feasible;
 - d. Establishing a simplified complaint designation system to improve clarity;
 - e. Modernizing the County's Integrated Complaint Management System;
 - f. Adding non-attorney members to the County Equity Oversight Panel in order to bring different and valuable perspectives and experience into the process;
 - g. Enhancing employee resources through expansion of the Elevate platform or similar platform;

- h. Strengthening communication standards and mediation practices;
 - i. Modernizing a training program to improve staff and management's conflict resolution and communication capabilities;
 - j. Publishing regular reports on trends and outcomes to foster accountability with regard to the County employee complaint process; and
 - k. Updating the CPOE policy to reflect changes as referenced above, in a clear and simplified manner, as appropriate.
 - l. This implementation framework should include: a proposed timeline for action steps; any required budget adjustments or requests for additional resources; and recommendations for necessary next steps, including ordinance changes, policy or procedural updates, and potential labor engagement.
- 2. Direct the Director of DHR, in collaboration with the CEO, EO and County Counsel, to immediately begin stakeholder engagement with County departments, labor partners, employee associations, and other relevant stakeholders to:
 - a. Transparently present the proposed reforms and their timeline for implementation;
 - b. Solicit feedback and address concerns including ways to improve the overall workplace dispute resolution process for both proposed tracks; and
 - c. Ensure the implementation process reflects the lived experiences and priorities of the County workforce.

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MOTION BY SUPERVISOR HOLLY J. MITCHELL

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MOTION BY SUPERVISOR LINDSEY P. HORVATH

June 3, 2025

Support for Assembly Bill 1138 (Zbur) and Senate Bill 630 (Allen): Modernizing the California Film and TV Tax Credit

The film and television industry plays a vital role in the economy and culture of Los Angeles County (County), serving as a global hub for entertainment production. However, California's iconic film and television sector is currently facing an unprecedented crisis, with a significant drop in jobs and production activity. Increased competition from other states and countries, which are aggressively vying for production opportunities through attractive incentives, has contributed to this decline.

In 2023, a report by the California Film Commission indicated that California lost 74% of production spending from projects that applied for but did not receive a tax credit, resulting in a staggering \$1.5 billion in lost production spending.¹ The Los Angeles Economic Development Corporation reported the economic output from 2015-2020 showed 157 out of the 312 projects that applied for, but did not receive a California tax credit left California for another state. The loss of this spending in California cost the state

¹ California Film Commission. "California Film Commission Film and Television Tax Credit Programs PROGRESS REPORT." Dec. 2023.

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\$7.7 billion in generated economic activity, 28,000 total jobs, labor income of approximately \$2.6 billion, and state and local tax revenues which have totaled \$345.4 million.²

In response to these challenges, Assemblymember Rick Chavez Zbur and State Senator Ben Allen, and joint author Assemblymember Isaac Bryan introduced Assembly Bill (AB) 1138 and Senate Bill (SB) 630 to modernize and strengthen California's Film & Television Tax Credit Program to retain and grow jobs and small businesses that support the entertainment industry and reinforce California's leadership as the global hub of creativity and innovation. The bills are in response to Governor Gavin Newsom's budget proposal to increase the State's incentive program from the current annual allocation of \$330 million to \$750 million, beginning on July 1, 2025.

AB 1138 and SB 630 seek to enhance the effectiveness of this increase by modifying the program's requirements, aiming to make California more competitive by:

- Raising the base tax credit rate from 20% to 35%
- Maintaining tax uplifts in the current programs including the 5% uplift for filming outside the Los Angeles Zone
- Expanding the definition of "Qualified Motion Picture" while retaining the \$1 million minimum spending requirement per production to include 20-minute television shows, animation, and certain large-scale competition shows
- Eliminating the 50% Ownership or 10-year-lease requirement for productions utilizing a certified sound stage in the Soundstage Film Tax Credit program
- Increasing incentives for Independent Productions

² Sedgwick, Shannon M. , et al. California Film and Television Tax Credit Program 2.0. Los Angeles County Economic Development Corporation, Mar. 2022.

- Providing the California Film Commission with more flexibility to move tax credit dollars across different categories to meet current demands.

The Board of Supervisors (Board) has long demonstrated strong support for the film industry and incentives to keep film and television production in the County. On September 26, 2023, the Board adopted “[Long Term Support for the Film Industry in LA County](#)” (Barger-Horvath) directing the Department of Economic Opportunity to explore ways to incentivize filming in the County, and on November 6, 2024, the Board voted to support Governor Newsom’s budget proposal to expand the incentive program, adopting “[Support for Governor Newsom’s Expansion of the Film and Television Tax Credit Program](#)” (Barger-Horvath).

Support for AB 1138 and SB 630 continues the County’s longstanding support for the film and television industry, a major economic driver for our region. The bills will ensure the retention and expansion of living wage jobs in the County as well as the small business that support production.

I, THEREFORE, MOVE that the Board of Supervisors direct the Chief Executive Office-Legislative Affairs and Intergovernmental Relations to take all appropriate legislative advocacy actions to support Assembly Bill 1138 (Zbur) and Senate Bill 630 (Allen), which would strengthen and modernize the Film and Television Tax Credit Program by increasing the base tax credit rate to be more competitive with other jurisdictions, expanding eligibility for a broader range of types of production, and adjusting qualified expenditures to account for full production costs more accurately.

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The County and City of Los Angeles Coordinated Homelessness Response

The Board of Supervisors voted on April 1, 2025, to move forward with the creation of a new Department to centralize the County’s homelessness funding and programs, including County funding currently administered by the Los Angeles Homeless Services Authority (LAHSA). The Board of Supervisors’ vision is clear: the significant investments made by the County across more than a dozen County Departments and LAHSA must be integrated into one county-wide response coordinated by and consolidated under this Department. This action seeks to align the County’s resources and strengthen the social safety net for our region’s most vulnerable residents, almost seven of whom die on our streets each day.

The City of Los Angeles has expressed their concern about the decision to consolidate County funding, citing the County’s reduced investments in LAHSA as evidence of a devolving relationship. It is incumbent on the County to mitigate these concerns by providing intentional outreach and open communication with the City of Los Angeles, and other jurisdictions in the County, to provide clarity on the County’s vision,

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the establishment of the new Department, clearly defined, agreed-upon roles, and ongoing opportunities for engagement and feedback.

This is an unimaginable crisis that requires immediate action to eliminate red tape, centralize access, coordinate care and treatment, reduce duplicative, bureaucratic processes, and provide people the housing and support they need.

Given the urgent threat posed by the homelessness crisis, and the multiplying impact that impaired relationships have on progress, it is necessary that the County and the City of Los Angeles create new channels of direct, effective communication informed by a clearly defined delineation of responsibilities that allow for a new era of partnership.

I, THEREFORE, MOVE that the Board of Supervisors direct the Chief Executive Officer (CEO), to:

1. Request a series of meetings with the City of Los Angeles' Chief Administrative Officer on areas of mutual interest related to the establishment of the new County department. Topics should include an overview of roles and responsibilities of the new department; timeline and steps to establish the new department; City input on the new department and a process for an ongoing communication and feedback; opportunities for increased collaboration between the City and the County on outreach coordination, interim and permanent housing development and operations, and data sharing and reporting on outcomes; identification of any potential unintended adverse impacts to the City resulting from the establishment of the new department and solutions to prevent or mitigate; and an exploration of the City contracting directly with the County to provide services.

2. Work with the City Administrative Officer to include input from the Office of the Mayor of Los Angeles and the Los Angeles City Council and
3. Submit a written report to the Board of Supervisors by September 30, 2025.

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MOTION BY SUPERVISOR JANICE HAHN

AGN. NO.
June 3, 2025

La Salud es Importante: Proclaiming June 2025 as Immigrant Heritage Month by Keeping Los Angeles County's Immigrants Healthy and Safe

June is observed as Immigrant Heritage Month when we recognize and celebrate the numerous accomplishments and contributions that millions of immigrants bring to our country. In Los Angeles County (County), there are more than 3.4 million immigrants who live and work here, representing about one third of the County's total population. They contribute to nearly all aspects of County life, including being 42 percent of the employed workforce, owning 44 percent of all small business, and contributing over \$38 billion in state, local, and federal taxes. And they have established deep community roots, with about 80 percent having lived in the County 10 years or longer.

Despite their immense contributions, immigrants continue to be attacked, ostracized, scapegoated, and, under the current federal administration, often deported without due process. Due to fear for their safety and out of caution, many immigrants are avoiding government and non-government health care and other support benefits they need and rightfully can receive. Anecdotally, community health providers are concerned that immigrants, particularly undocumented individuals, are disenrolling from certain government health programs, not seeking primary care, keeping their children away from getting health care, or not treating preventable symptoms until the situation is dire.

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The County Department of Health Services (DHS), in support to the County Board of Supervisors' (Board) directed Immigration Priority, has placed this information on their website to assure immigrants of DHS's commitment to support them during this time of immense fear: "LA Health Services provides health care to everyone regardless of immigration status..."¹ Similarly, earlier this year, the County Department of Public Health (DPH) issued a statement assuring that, "Public health services remain accessible to everyone, ensuring equitable care and support for vulnerable communities."²

Though the current federal administration rescinded the federal "Sensitive Locations" policy on January 21, 2025, the Board adopted a County Sensitive Locations Policy in 2017 that still applies to County health departments. This reflects the Board's continued commitment to maintaining trust with our immigrant residents, regardless of their immigration status, when seeking County resources, services, and care by enforcing privacy and confidentiality protocols.

The recent policies, executive orders, and actions taken by the current federal administration have had a devastatingly chilling effect on immigrant residents, particularly undocumented individuals, resulting in their further isolation, withdrawal, and fear. Similarly, the State is also considering "no longer accept[ing] new enrollees 19 and older who lack permanent legal status."³

However, the County values the diversity of all our residents, as well as their contributions to making the County a better home for us all, and we must do what we can to push back against bigotry, exclusion, and hate.

¹ <https://dhs.lacounty.gov/our-services/resources/our-services-immigration/>

² <https://lacounty.gov/2025/01/17/los-angeles-county-department-of-public-health-reaffirms-commitment-to-providing-support-to-all-residents-regardless-of-immigration-status/#:~:text=Los%20Angeles%20County%20Department%20of,Status%20%E2%80%93%20COUNTY%20OF%20LOS%20ANGELES>

³ <https://calmatters.org/health/2025/05/newsom-freeze-medi-cal-undocumented-immigrants/>

I, THEREFORE, MOVE that the Board of Supervisors:

1. Proclaim June 2025 as Immigrant Heritage Month;
2. Direct the Office of Immigrant Affairs (OIA) in the Department of Consumer and Business Affairs, in collaboration with the Departments of Public Health (DPH), Health Services (DHS), and Mental Health (DMH) to work with community health providers and associations in providing them with training, resources, referrals, and technical assistance to better serve their immigrant clients; and
3. Direct OIA, in collaboration with DHS, DPH, DMH, and the Office of the County Counsel, to:
 - a. Review and ensure that their policies, protocols, and practices prioritize patients' privacy and confidentiality, regardless of the patients' immigration status; and
 - b. Establish a referral process for County Health Departments to OIA for immigrant patients to receive needed government and community resources and support services.

I, FURTHER, MOVE, that the Board of Supervisors

1. Direct the Office of Immigrant Affairs (OIA) in the Department of Consumer and Business Affairs, in collaboration with the Departments of Public Health (DPH), Health Services (DHS), Mental Health (DMH), Chief Executive Office, CEO Legislative Affairs and Intergovernmental Relations Branch (CEO-LAIR), in consultation with County Counsel, to provide to the Board with a report back, in writing, in 30 days, on what the impact the State's proposal of no longer accepting new enrollees 19 and older who lack permanent legal status will have on the County.

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BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☒ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/21/2025
BOARD MEETING DATE	
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 Consumer and Business Affairs (DCBA)
SUBJECT	Advance Notification of Intent to Negotiate a Sole Source Contract for a Case Management System
PROGRAM	Multiple DCBA Programs
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Transitioning to a new system or vendor at this time would cause significant operational disruptions, place a huge burden on the Department's limited IT and operation resources, set back the substantial progress we have made in developing and refining the system to meet our department's unique needs, and would incur extensive additional costs related to start-up, data migration, system reconfiguration, and training.
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.
DEADLINES/ TIME CONSTRAINTS	The current agreements expire in January 2026. This notification is to inform the Board of the Department's intent to initiate contract negotiations. Prior to executing an agreement, the Department will request the Boards approval to do so.
COST & FUNDING	Total cost: Estimated at \$300k per year. Funding source: Multiple funding sources will be used as the system benefits multiple programs. Those include Net County Cost, Rent Registry fees, Rent Escrow Account Program fees, and other grants.
	TERMS (if applicable): N/A
	Explanation:
PURPOSE OF REQUEST	Providing advance notice of intent to enter into sole source contract negotiations, pursuant to Board Policy 5.100 - Sole Source Contracts and Amendments. Unless otherwise instructed by the Board, DCBA will proceed with sole source contract negotiations four weeks from the date of the notification, May 21, 2025.
BACKGROUND (include internal/external issues that may exist including any related motions)	None to note.
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: This will support Board's North Star 1 – Realize tomorrow's government today by using data to make decisions.

DEPARTMENTAL CONTACTS	Name and Title: Jose Rivas, Information Technology Manager Phone: (213) 334-1285 Email: Jrivas@dcba.lacounty.gov
----------------------------------	--



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Board of Supervisors

May 21, 2025

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn

Director
Rafael Carbajal

FROM: Rafael Carbajal
Director

Chief Deputy
Joel Ayala

ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A NEW SOLE SOURCE CONTRACT WITH 3DI, INC. FOR THE PROVISION OF LICENSING, MAINTENANCE, AND SUPPORT SERVICES

In accordance with Board Policy 5.100, Sole Source Contracts and Amendments, this correspondence serves as advanced notice to the Board of Supervisors (Board) regarding the intent of the Department of Consumer and Business Affairs (DCBA or Department) to enter into sole source contract negotiations with 3Di, Inc. (3Di). The proposed contract will provide continued licensing, maintenance, and support services for DCBA's case management system, which supports various DCBA-administered programs and includes public facing portals, allowing the public to gather information regarding programs and available resources, and download forms, as well as submit forms, inquiries, payments, and electronically file complaints.

Additionally, the proposed contract would allow DCBA to consolidate three separate agreements and services into a single contract to streamline contract oversight and reduce the administrative burden associated with managing multiple agreements. Of the three agreements, two are set to terminate in January 2026. The initial agreement was executed in January 2020, to develop and implement a Software as a Service (SaaS)-based platform for the County's Rent Registry portal and the subsequent agreements were implemented to support expansion and enhancement of the platform by integrating additional portals and functionalities to develop case management modules for various programs administered by DCBA.



dcba.lacounty.gov
dcba@dcba.lacounty.gov

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

The refined platform is known as DCBA Connect. DCBA Connect is customized to support multiple program portals and core case management functions, which align with DCBA's specific business processes, reporting requirements, and service delivery models.

Over the past five years, DCBA has worked closely with 3Di to develop and refine the DCBA Connect platform, which now serves as an essential case management system for the Department to manage inquiries, complaints, case workflows, and to generate reports for multiple consumer protection and housing programs administered by DCBA. The level of customization provided by 3Di significantly exceeds standard out-of-the-box functionalities offered by most SaaS-based providers and includes unique program-specific workflows and integration with the County's IT infrastructure.

While the proposed contract is primarily intended to sustain the current case management system and functionalities, it would also allow for staff and resources to be focused on continued enhancements which aim to improve operational efficiency, enhance user experience, and support greater public participation in DCBA-administered programs. Planned improvements include AWS Call Center integration, an over/under payment module, payment processing features, and enhanced public facing intake forms.

Transitioning to a new software platform would likely result in potential service disruptions, significantly increased and duplicated costs, project delays, and extensive redevelopment efforts from both DCBA's Operations and IT teams.

Unless otherwise instructed by your Board, DCBA will proceed with sole source contract negotiations within four weeks from the date of this notification.

If you have any questions or need additional information, please contact me or Alfred Beyruti, Administrative Deputy I, at ABeyruti@dcba.lacounty.gov.

RC:AB:EV:ph

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/21/2025	
BOARD MEETING DATE	6/10/2025	
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 Consumer and Business Affairs (DCBA)	
SUBJECT	Recommendation to Award a New Contract for Self Help Legal Access Centers (SHLAC) Program	
PROGRAM	Self Help Legal Access Centers (SHLAC)	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current agreement expires on June 30, 2025. This request is to award a new agreement effective July 1, 2025, to ensure the seamless continuation of SHLAC services.	
COST & FUNDING	Total cost: \$2.756 million per year.	Funding source: This will be funded with Net County Cost that was approved by the Board as part of Fiscal Year 2025-26 Recommended Budget.
	TERMS (if applicable): Initial term of one (1) year with four (4) one-year optional renewals for a maximum contract term of five (5) years.	
	Explanation: DCBA will exercise the optional renewals in accordance with the agreement and based on funding availability.	
PURPOSE OF REQUEST	Approval of the recommended action to execute an agreement with Neighborhood Legal Services of Los Angeles County (NLS) to provide SHLAC services. Full solicitation was completed to select NLS as the provider.	
BACKGROUND (include internal/external issues that may exist including any related motions)	None to note.	
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: This will support Board's North Star 1 – Support Vulnerable Populations by providing access to justice. It also supports the Board's priority to reduce homelessness.	
DEPARTMENTAL CONTACTS	Name and Title: Christian Olmos, Deputy Director Phone: 213.712.5456 Email: Colmos@dcba.lacounty.gov	



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

[Board of Supervisors](#)

June 10, 2025

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

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:

[Director](#)
Rafael Carbajal

[Chief Deputy](#)
Joel Ayala

**APPROVAL OF CONTRACT WITH
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
TO PROVIDE SELF-HELP LEGAL ACCESS CENTER SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Consumer and Business Affairs (DCBA) requests approval from your Board of Supervisors (Board) to award a contract to Neighborhood Legal Services of Los Angeles County (NLS) for the provision of Self-Help Legal Access Center (SHLAC) services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DCBA, or their designee, to finalize and execute, extend, and, if necessary, terminate for convenience, a contract with NLS for an initial period of one year, effective July 1, 2025, through June 30, 2026, with up to four additional one-year option periods, for an anticipated aggregate maximum contract sum of \$13,780,000 for the entire possible five year contract term, subject to review and approval as to form by County Counsel. This contract has been competitively bid.
2. Delegate authority to the Director of DCBA, or their designee, to execute amendments with NLS throughout the term of the contract, contingent upon performance and funding availability as follows: (1) to increase or decrease the maximum contract sum (including, but not limited to baseline funds, one-time-only funds, and/or supplemental monies), up to twenty percent (20%) of the maximum contract sum listed in Recommendation One above, in response to the availability of funding and/or based on performance measures, provided that the total allocation does not exceed

available funding; (2) increase the maximum contract sum by more than 20% of the maximum contract sum listed in Recommendation One above, provided that the total allocation does not exceed available funding and the Director of DCBA, or their designee, notifies the Board of such action; (3) modify or incorporate applicable State, and/or local terms and conditions; (4) modify performance goals consistent with funding allocation modifications; and (5) update the statement of work as operationally necessary. All amendments will be subject to review and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions will ensure the continued provision of SHLAC services in the County of Los Angeles (County).

The court-based Self-Help Centers are a collaboration of the Superior Court of Los Angeles County (LASC) and County funded nonprofit legal service providers. At most court locations, SHLACs are staffed and co-operated by both a nonprofit legal service provider and the Court Self-Help program. They deliver essential services to County constituents, many of whom are either unable to afford legal representation or lack knowledge about how to obtain it.

The SHLAC program provides free legal information and resources to County constituents seeking to represent themselves in court on a variety of civil legal matters, including paternity, guardianship, domestic violence, consumer debt, unlawful detainer, and divorce. Each SHLAC is staffed with a trained lawyer, knowledgeable professionals, and volunteers who provide neutral forms of assistance to inquiring self-litigants. The program averages over 100,000 instances of individual assistance each year across all its centers providing for a variety of positive outcomes.¹

SHLAC is designed not only to provide general assistance, but also to help close the “justice gap” in the County. National and state studies on the justice gap underscore the critical need for government entities and non-profit legal service providers to take action to close these gaps, particularly for low-income and other vulnerable populations. While legal representation is prohibited within the framework of SHLAC, the continued presence at the courts provides a vital opportunity for a self-litigant to present their legal issue and become connected to a variety of programs and services specific to their need. The program annually makes nearly 20,000 referrals. It is through this critical connection that the County can provide the necessary awareness and direct linkage to pro-bono representation, including under the County’s Right to Counsel Ordinance, housing assistance, or other social supports that directly improve outcomes for residents forced to address an immediate crisis with little-to-no resources.

¹ https://file.lacounty.gov/SDSInter/bos/bc/1178828_2025-03-07SHLACBiannualWorkloadReportNo.31_rc.pdf

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan North Star 1, Make Investments That Transform Lives, and North Star 2, Foster Vibrant and Resilient Communities.

FISCAL IMPACT/FINANCING

The estimated annual contract amount is \$2,756,000 and is fully funded through one-time Additional Fund Balance funding. Funding for this program is included in the Department's Fiscal Year 2025-26 operating budget as approved by the Board on April 15, 2025. Funding for future fiscal years will be requested via the annual budget process and is not currently budgeted in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The SHLAC pilot project launched in the year 2000 at a single location and since then has expanded to additional self-help centers in nine LASCs throughout the County. Courthouse locations include Pomona, Compton, Inglewood, Van Nuys, Long Beach, Antelope Valley, Santa Monica, Torrance, and Chatsworth.

The County, through DCBA, has funded SHLAC operations at LASC since the program's inception. On December 8, 2020, your Board approved a motion titled "Saving Our Self-Help Legal Access Centers" which authorized ongoing funding for the SHLAC program. On November 30, 2021, DCBA executed a new contract with NLS to operate and staff the SHLAC program between December 1, 2021, through June 30, 2022. The latest amendment was executed on June 14, 2024, which extended the agreement through June 30, 2025.

The recommended contract will include the County's standard terms and conditions to ensure Contractor compliance with all required Board policies, programs, and ordinances, including consideration of qualified County employees targeted for layoffs, consideration of GAIN/START participants for employment openings, acknowledgement of County's commitment to the Safely Surrendered Baby Law, and fair chance employment practices.

CONTRACTING PROCESS

On December 6, 2024, DCBA released a Request for Proposals (RFP) to solicit proposals from qualified agencies for the provision of SHLAC services within Los Angeles County.

The contracting opportunity announcement was posted on the County's "Doing Business With Los Angeles" and WebVen websites and was also advertised through DCBA's social media channels. The originally scheduled Mandatory Virtual Proposers Conference was delayed by three weeks and held on January 22, 2025, to allow additional time for

outreach. One agency and LASC partners attended the conference. Responses to the RFP were due on February 27, 2025.

DCBA received one proposal by the submission deadline. The proposal met all RFP minimum requirements. The proposal submission was reviewed and assessed by an evaluation committee comprised of DCBA staff, in accordance with Policy 5.054 – Evaluation methodology for Proposals. Proposal evaluations concluded on April 2, 2025. The evaluation committee recommended NLS as the awarded agency based upon background, experience, capacity to provide the required services, proposed staff levels, and pricing.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The contract with NLS will allow for the continued provision of essential SHLAC program services throughout the County which includes free legal information and resources to County constituents seeking to represent themselves in court on a variety of civil legal matters.

Respectfully submitted,

Rafael Carbajal
Director

c: Executive Office, Board of Supervisors
County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY

FOR

SELF-HELP LEGAL ACCESS CENTER SERVICES

CONTRACT NUMBER: CA-25-027

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STANDARD EXHIBITS

- A** Statement of Work
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

UNIQUE EXHIBITS

- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Charitable Contributions Certification
- K** Information Security and Privacy Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
FOR
SELF-HELP LEGAL ACCESS CENTER SERVICES**

This Contract ("Contract" or "Agreement") is made and entered into this ____ day of _____ 2025 ("Execution Date") by and between the County of Los Angeles, (hereinafter referred to as "County") and Neighborhood Legal Services of Los Angeles County, ("NLS" hereafter referred to as "Contractor"), (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services for the administration of Self Help Legal Access Centers ("SHLAC") in nine (9) designated Los Angeles County Superior Court ("Court") Self-Help Center locations in collaboration with the Court's Self-Help program; and

WHEREAS, Contractor is a non-profit organization of recognized professionals with extensive experience and training in their specialized field. In rendering these services, Contractor shall at a minimum exercise the ordinary care and skill expected from the average practitioner in Contractor's profession acting under similar circumstances; and

WHEREAS, the SHLAC pilot project launched in the year 2000 at a single court location and has since expanded into additional Self-Help Centers across multiple Court locations throughout Los Angeles County ("County"); and

WHEREAS, the County, through the DCBA, has funded SHLAC operations at various Los Angeles County Superior Courthouses since September of 2011;

WHEREAS, the SHLAC program delivers essential services to County constituents, which includes free legal information and resources to County constituents seeking to represent themselves in court on a variety of civil legal matters, including paternity, guardianship, domestic violence, consumer debt, unlawful detainer, and divorce; and

WHEREAS, each SHLAC is staffed with a trained lawyer, knowledgeable professionals, and volunteers who assist visitors with form preparation, service of process, and understanding courtroom procedures; and

WHEREAS, pursuant to the authority granted by the Los Angeles County Board of Supervisors on [DATE], County and Contractor enter into this Agreement, whereby the Contractor will be responsible for providing program administration services to operate and staff the SHLAC program, ensuring delivery of self-help assistance to unrepresented litigants facing critical

housing, domestic violence, family law, child support, consumer debt, landlord-tenant, and other issues at the Court self-help center locations.

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

1 APPLICABLE DOCUMENTS

Exhibits A through K are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contribution and Agent Declaration Form
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Charitable Contributions Certification
Exhibit K	Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 Contract:** This agreement, executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 Court:** The Superior Court of California, County of Los Angeles.
- 2.1.10 Court Self-Help Center Locations:** The nine (9) locations specified for services under this Contract: Antelope Valley, Chatsworth, Compton, Inglewood, Long Beach, Pomona South, Torrance, Santa Monica, and Van Nuys East. A full list with addresses and hours of operation is listed in Attachment I (SHLAC Locations & Operating Hours) of Exhibit A of this Contract.
- 2.1.11 Court Observed Holidays:** Days on which Court locations are closed for business in observance of significant events. A list of Court observed holidays may be found on the Court's website <https://www.lacourt.org/holiday/ui/index.aspx>
- 2.1.12 Day(s):** Calendar day(s) unless otherwise specified.

- 2.1.13 Department:** The County of Los Angeles Department of Consumer and Business Affairs, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.14 Director:** The Director of the Department of Consumer and Business Affairs.
- 2.1.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.16 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.17 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.18 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract shall commence on July 1, 2025, following execution by County and shall expire on **June 30, 2026**, subject to County's right to terminate earlier in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to four (4) additional one-year periods. Each such extension option may be exercised at the sole discretion of the Director.
- 4.3** 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 contract term extension option.

5 CONTRACT SUM

5.1 Total Contract Sum

The maximum amount of this Contract must be **\$2,756,000** for the term of this Contract as set forth in Paragraph 4.0 – Term of Contract above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by Contractor.

5.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).

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 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, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to County at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against 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 Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.3** The Contractor must submit monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.4** All invoices under this Contract must be submitted by electronic mail to the following:

Jeffrey Pransky
Department of Consumer and Business Affairs
320 W. Temple St., Room G-10
Los Angeles, CA 90012
Email: jpransky@dcba.lacounty.gov

and

Financial Management Division – Accounting
Department of Consumer and Business Affairs
320 W. Temple St., Room G-10
Los Angeles, CA 90012
Email: invoice@dcba.lacounty.gov

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Preference Program Enterprises - Prompt Payment Program

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](#)).

5.6 Budget Modifications

The movement of Total Contract Sum funds within an approved budget as illustrated in Exhibit B, Pricing Schedule, from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year, a Budget Modification must not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Contractor's movement of funds among line items must not cause one line item to be reduced or increased by twenty percent (20%) of its baseline amount). For purposes of this section, baseline is defined as the original amount allocated at the beginning of a Fiscal Year; for Fiscal Years following the first Fiscal Year, such amount may differ from what is reflected in the original Agreement. A Budget Modification will not change the Total Contract Sum allocated under this Agreement. Contractor must notify County's Project Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification must supersede any prior Budget Modification(s) approved by County within the same Fiscal Year (i.e., when Contractor's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Contractor's Budget Modification number one (1) is no longer effective as of that same date).

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

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** 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.
- 5.7.3** 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.

- 5.7.4** At any time during the duration of the agreement, 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, will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Overseeing the day-to-day administration of this Contract; and
- 6.3.3** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.4** The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (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.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. 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 of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of 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.
- 7.5.3** These terms will also apply to subcontractors of County contractors.
- 7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1** 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** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing

so. 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 County without County's prior written approval.

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee and approved as to form by County Counsel.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. 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 changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director.
- 8.1.3** The Director, may at their sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director.

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 Contract, whether in whole or in part, without the prior written consent of 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 Contract, 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 Contract will be deductible, at 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 County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1** Within fifteen (15) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.1.3** 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.
- 8.5.1.4** 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.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.
- 8.5.1.6** 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.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within fifteen (15) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1** In the performance of this Contract, 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 Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or

subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. 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 County without County's prior written approval.

8.7 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 Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** 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.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract 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](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 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 (5) 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.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, 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 Contract.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract 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, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract 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.

8.8.2.4 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 and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, 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 Contract. 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.

8.9.2 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 Contract. 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract 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 Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 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 Contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 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 contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 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 contract 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 contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 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.

8.12.4.2 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.

8.12.4.3 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.

8.12.4.4 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.

8.12.4.5 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.

8.12.4.6 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.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, 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" (available in English/Spanish/Chinese/Korean), Exhibit G (Safely Surrendered Baby Law), 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. The Contractor, and its Subcontractor(s), can access posters and other program material at <https://lacounty.gov/residents/public-safety/baby-safe-surrender-program/>.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, 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).

8.15 County's Quality Assurance Plan

8.15.1 The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 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.

- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1** 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 Contract 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.

- 8.17.2** 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 Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract 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 Contract. 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 Contract.

8.19 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, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, 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 Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, 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.

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1** This Contract 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.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract 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 Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. 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 Contract. 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 Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-Contractor insurance policies at any time.
- 8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** 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.
- 8.24.2.5** Certificates and copies of any required endorsements must be sent to:

Dushyant Bala
Department of Consumer and Business Affairs
320 W. Temple Street, Room G-10

8.24.2.6 Contractor also must promptly report to 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. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. 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.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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 Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing 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.

8.24.11 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 Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 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.

8.24.13 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.

8.24.14 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.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

- 8.25.2 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 Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 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 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 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 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.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.2 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$3,000,000 per occurrence

and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the invoice; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, and that the Contractor will be liable to the County for liquidated

damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract 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 Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 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.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 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.

8.28.3 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.

8.28.4 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.

8.28.5 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 Contract or under any project, program, or activity supported by this Contract.

8.28.6 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 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, 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 Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 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.

8.33 Intentionally Omitted

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or their designee will

have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract 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.

8.36 Public Records Act

8.36.1 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 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract 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 Contract within the following conditions:

8.37.1.1 The Contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor will 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.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract 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 Contract. 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 Contract. 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 Contract 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.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract 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 Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, 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 must 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 Contract 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 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 Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract 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 Contract.

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

8.40.2.1 A description of the work to be performed by the subcontractor.

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

- 8.40.3** The Contractor must indemnify, defend, 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 the Contractor employees.
- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** 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 Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director 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.
- 8.40.7** 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.
- 8.40.8** 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. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Dushyant Bala
Department of Consumer and Business Affairs
320 W. Temple Street, Room G-10
Los Angeles, CA 90012-2706
contracts@dcba.lacounty.gov

8.41 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 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this

Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, 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 thirty (30) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract 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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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 Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 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;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 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 Chapter 2.160](#). 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 Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract 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.

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract 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 Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 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](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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 Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must 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.

8.57 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.

8.58 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.

8.59 Injury and Illness Prevention Program

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.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

9.2.1 County shall 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 Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of 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 Contract.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, 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 shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 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.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor shall indemnify, hold harmless and defend 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 Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Contractor's defense and settlement thereof.

9.3.2 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 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 County's continued use of the system is not materially impeded, shall either:

9.3.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.3.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.3.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall 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.

9.4 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.5 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 J (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 contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.6 Local Small Business Enterprise (LSBE) Preference Program

- 9.6.1** This Contract 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 will 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 will 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 contract to which it would not otherwise have been entitled, will:
- 9.6.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 9.6.4.2** In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- 9.6.4.3** 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 contract award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1** This Contract 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** 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.
- 9.7.3** 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 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 contract to which it would not otherwise have been entitled, Contractor will:
- 9.7.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 9.7.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 - 9.7.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 9.7.5** 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 contract award.
- 9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**
- 9.8.1** This Contract 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** 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 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 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 contract to which it would not otherwise have been entitled, Contractor will:

9.8.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.8.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

9.8.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.8.5 Notwithstanding any other remedies in this Contract, 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 contract award.

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Intentionally Omitted

10 SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

{Signature page to follow}

IN WITNESS THEREOF, County has caused this Contract to be executed by the Director of the DCBA or their designee. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
RAFAEL CARBAJAL
DIRECTOR
CONSUMER AND BUSINESS AFFAIRS

Date _____

NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY

By _____
YVONNE MARIAJIMENEZ
PRESIDENT

Date _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

STATEMENT OF WORK

1 PROJECT SUMMARY

The purpose of the Self-Help Legal Access Center (SHLAC) program is to assist unrepresented Court patrons in understanding the laws, regulations, and Court procedures relevant to their case, and to better enable them to represent themselves and make informed choices concerning the legal options available to them. Contractor will work collaboratively with the Court Self-Help staff to provide oversight for the operation of SHLAC services in nine (9) Court Self-Help Center Locations as identified in Attachment I of this Statement of Work. Contractor shall provide assistance or otherwise provide referrals to appropriate legal service providers and other pro-LA program and designated organizations Ordinance.

Contractors' and subcontractors' staff and volunteers working in the SHLACs shall work collaboratively with Court staff, including attorneys, paralegals, Court Services Assistants, and JusticeCorps, to provide Self-Help assistance and ensure uniform policies, procedures, materials, and forms for information and services provided at Court locations.

2 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

"Court" shall mean the Superior Court of California, County of Los Angeles.

"Court Self-Help Center Locations" or "SHLAC Locations" shall mean the nine (9) locations specified for services under this Contract: Antelope Valley, Chatsworth, Compton, Inglewood, Long Beach, Pomona South, Torrance, Santa Monica, and Van Nuys East. A full list with addresses and hours of operation is listed in Attachment I (SHLAC Locations & Operating Hours) of this Statement of Work.

"Direct Assistance" shall mean the general descriptor for education and services provided by Contractor and/or Subcontractors to Litigants under this Contract; includes, but is not limited to, all services categorized under Tier One Services and Tier Two Services.

"Litigants" shall mean self-represented parties, petitioners or respondents, plaintiffs or defendants seeking assistance with civil court cases filed within the County of Los Angeles Superior Court system.

"Program" shall mean Self-Help Legal Access Centers (SHLAC) funded by the County.

EXHIBIT A

“Remote Assistance” shall mean Self-Help Legal Assistance provided through an authorized electronic or telephonic communication platform to provide an individual or grouping of Litigants seeking Direct Assistance on a particular subject matter.

“Self-Help Legal Assistance” shall mean Direct Assistance provided by Contractor and/or Subcontractors to Litigants which is general in nature, not confidential, and does not create an attorney-client relationship.

“Tenant Right to Counsel Ordinance” shall mean Chapter 8.60 (Tenant Right To Counsel) under Title 8 Consumer Protection, Business and Wage Regulations of the Los Angeles County Code.

“Tier One (1) Services” shall mean a grouping of Self-Help Legal Assistance services, in ascending order that correspond to the intensity of the service provided, that provide general legal information and education to Litigants: Level 1, general information and referrals; Level 2, education; and Level 3, information on document preparation.

“Tier Two (2) Services” shall mean a grouping of Self-Help Legal Assistance services performed under the supervision of a licensed attorney, in ascending order that correspond to the intensity of the service provided, including individualized assistance; Level 4, service and filing assistance; Level 5, individual case assistance through Remote Assistance; Level 6, general in-person individual case assistance.

“Triage” shall mean the process of assessing Litigant service needs and assigning Litigants to receive specific services based on assessed needs and priority for services.

“Volunteers” shall mean unpaid individuals trained and supervised by SHLAC staff to support the activities of the Program.

“Workshops” shall mean scheduled, in-person at a Court location or remote presentations by Contractor and subcontracted staff to Litigants that provide legal information and education which is general in nature.

3 SCOPE OF WORK

3.1 PROVIDE DIRECT ASSISTANCE TO LITIGANTS

- 3.1.1 Contractor, or subcontractors, shall provide Direct Assistance to Litigants seeking help during business hours at each of the nine (9) locations designated in Attachment I (SHLAC Locations & Operating Hours).
- 3.1.2 Contractor, or subcontractors, shall provide Remote Assistance using County and Court approved methods and technology, including a

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telephone hotline that will be used by Litigants in need of remote assistance.

3.1.2.1 Should business hours be limited due to Court closures, Litigant intake, Triage and Direct Assistance shall be provided remotely at the same scheduled hours, as indicated in Attachment I.

3.1.3 Contractor, or subcontractor, shall maintain County approved staffing levels at each location so as to maintain adequate coverage and legal expertise during business hours at all nine (9) locations indicated in Attachment I.

3.1.3.1 SHLAC Locations shall be open for service during regular Court days and hours, except for one designated afternoon each week. During that designated afternoon, the SHLAC Location may be closed in order to hold staff meetings, meet with Court personnel, update Judicial Council Form Packets, modify and create self-help packets, or to attend to other matters necessary for the successful operation of the SHLAC Location.

3.1.3.2 Any conflicting holidays scheduled per the Contractor's MOUs or agreement with their employee union(s) must be presented to the Court and County within a reasonable period to allow the Court to schedule coverage or plan for reduced services.

3.1.3.3 Contractor shall ensure hours invoiced to meet the requirements of Section 3.1.3 do not exceed the maximum billable amount indicated on Exhibit B (Pricing Schedule).

3.1.4 Contractor shall make its best effort to achieve the following service goals:

3.1.4.1 Provide _____ documented instances of Direct Assistance provided in-person and through Remote Assistance to _____ Litigants each month during the term of this Contract.

3.1.4.2 Provide Tier One Services to at least 60-70% of Litigants receiving Direct Assistance.

3.1.4.3 Provide Tier Two Services to at least 30-40% of Litigants receiving Direct Assistance.

- 3.1.5 Contractor, or subcontractors, or as arranged with Court staff, shall perform Program intake and Triage to assess each Litigant's service needs and to capture participant demographic data and key performance metrics and outcomes. Litigants seeking services through the SHLAC will undergo a thorough intake and Triage process that shall include, but not be limited to the following:
 - 3.1.5.1 Determining if the Litigant qualifies for assistance, is agreeable to the terms of SHLAC services, and is not represented by an attorney.
 - 3.1.5.2 Identifying the needs of the Litigant, including the type of case and any time limits or deadlines that exist.
 - 3.1.5.3 Identifying any special needs of the Litigant, including language or disability considerations.
 - 3.1.5.4 Determining how the Litigant's legal issue may best be handled and what resources are available to provide help, including possible referrals for legal representation or to County services.
- 3.1.6 SHLAC attorneys, staff, and volunteers shall maintain neutrality and shall not dispense legal advice or strategy or provide direct legal representation to SHLAC participants. Those determined to be in need of legal representation shall be referred to qualified non-profit organizations as outlined in section 3.1.7.
 - 3.1.6.1 SHLAC staff will not provide Direct Assistance to any Litigant who has an attorney representing them on the same matter. SHLAC staff cannot interfere with a professional relationship between another attorney and their client.
- 3.1.7 Litigants in need of legal advice or representation shall be referred to legal service providers contracted or subcontracted by County under the Stay Housed L.A. program, or designated organizations funded Tenant Right to Counsel Ordinance for housing related matters, or to other qualified non-profit legal service programs with whom Contractor and subcontractors collaborate with on legal matters. Referrals may also be made to approved bar association lawyer referral service programs.
- 3.1.8 Referrals not made to legal service providers shall only be made to appropriate government, community, and non-profit agencies. SHLAC locations are not to be used to solicit business for private practitioners

EXHIBIT A

or others, or for referrals to for-profit agencies, individuals, or others.

- 3.1.8.1 Records of referrals shall be kept by Contractor, and Contractor shall implement necessary procedures to ensure that the SHLAC program is not used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals, or others.
- 3.1.9 Contractor and subcontractors, shall provide legal information, education, and options to Litigants regarding their cases, provide information to Litigants on required court forms, and provide information concerning service of court papers on involved parties. Direct Assistance is to be provided to Litigants on civil law matters including, but not limited to family law, landlord/tenant, name change, domestic violence, elder abuse and civil harassment, restraining orders, guardianships, and other civil matters. Information given to Litigants and the forms completed by Litigants at a SHLAC will be overseen by an attorney licensed to practice law in California and in good standing.
- 3.1.10 Judicial Council approved court forms shall be made available without charge to SHLAC participants. Printed materials shall also be made available to assist in understanding the laws, regulations, and procedures relevant to civil and family law actions. Printed materials should be available in English and Spanish and in other languages deemed appropriate and necessary by Contractor to assist litigants. Books and other publications designed to assist unrepresented litigants shall also be made available for on-site review.
 - 3.1.10.1 Contractor and subcontractors shall use uniform, Court-approved forms and materials across all SHLAC locations.
 - 3.1.10.2 Contractor shall seek County and Court approval for a language access plan that will provide for language supports, including American Sign Language to Litigants that receive services at SHLACs or attend Workshops.
 - 3.1.10.3 Contractor shall maintain a language access policy that directs SHLAC employees to provide language access to individuals in any language.
- 3.1.11 Contractor, or subcontractor, staff and volunteers shall provide Direct Assistance to Litigants with the following types of civil matters:

Family Law

3.1.11.1 Violence/Safety/Protection

Civil matter pertaining to restraining orders, personal protection, or personal safety. Self-Help Legal Assistance shall be provided to Litigants to file request for restraining orders or to respond to request for a restraining order, including domestic violence restraining orders (DVRO), civil harassment restraining orders (CHRO) and elder abuse restraining orders (EARO). In addition to legal information and self-help assistance with forms, Direct Assistance to Litigants dealing with these types of civil matters may include education on trial preparation, service, and referrals to legal and supportive services.

3.1.11.2 Dissolution of Marriage/Nullity/Legal Separation

Lawsuit between two (2) married individuals that no longer want to be married or want to invalidate the marriage. In addition to legal information and Self-Help Legal Assistance with forms, Direct Assistance to Litigants dealing with these types of civil matters may include filing, service, and self-help with related matters. Examples of related matters may include child custody and support, financial disclosures, and foreign service. These cases can take up to five (5) years to resolve and often include domestic violence between the parties.

3.1.11.3 Paternity

Lawsuit between two (2) parties, who are not married, yet have children. Direct Assistance for paternal matters is provided to a parent that wants to obtain orders from the Court regarding custody, visitation, finding paternity, a name change, and obtain a new birth certificate showing parents' names or new name for the minor child.

Landlord/Tenant**3.1.11.4 Unlawful Detainers**

Civil matter pertaining to the possession of a leased or rented property filed by a landlord against a tenant. Legal information and other Direct Assistance provided to both tenants and landlords who are unrepresented, including but not limited to: preparation of fee waivers; legal forms to begin

an Unlawful Detainer (Eviction) action; Covid-19 declarations; answers to Unlawful Detainers (UD) for tenants; e-filing; and mail service of the Answer to the Plaintiff. Referrals to Stay Housed L.A., designated organizations under the County's Tenant Right to Counsel Ordinance, or the legal aid organizations for representation shall be provided as appropriate.

Non-Family Civil Cases

3.1.11.5 Guardianship

Probate matter pertaining to custody over a minor that is not the child of an individual. Direct Assistance to Litigants dealing with this type of civil matter include assistance with applications, or objections, letters of guardianship, providing required notices to parties in interest, clearing probate notes in anticipation of hearing, preparing for hearings, and providing legal information on what necessary next steps are to stabilize the services for the child or children in the family.

3.1.11.6 Consumer Debt Collection

Civil matter pertaining to the collection of credit card debt. Direct Assistance to Litigants dealing with this type of civil matter include: legal education and providing information regarding the litigation process in collection cases; sharing of information on consumer best practices, such as reviewing credit reports; providing information on options to handle credit card case; and education on being Judgment Proof, where debtor has no assets or income against a judgment that can be enforced, and creditor is unable to collect the debt due to statutory protections. Additional assistance may include providing information of procedure after a judgment is obtained by the creditor, information and education on ways the judgment creditor may attempt to collect on their judgment, information on the claim of exemption process should debtor receive a wage garnishment or a bank levy, and review the timelines to stop enforcement on their funds being taken.

3.1.11.7 Name/Gender Changes

Civil matter to assist with official name/gender changes for adults and minor children. Direct Assistance to Litigants

EXHIBIT A

include the provision of legal education on the process for change of name, gender, or both. Direct Assistance provided to prepare legal petition to change name or gender and order to show cause, provide information on publication required, and how to proceed. This may also include instruction on day of Court process and what the final steps require.

3.1.11.8 Claims of Exemption for Wage Garnishment

Civil matter pertaining to the collection of an outstanding judgement through a bank levy or wage garnishment. Direct Assistance to Litigants dealing with this type of civil matter include legal information and education on the claim of exemption process, what to expect at the hearing, and assistance with future collection attempts.

3.1.12 Contractor shall make its best efforts to achieve the following referral outcomes for Litigants receiving general Self-Help Legal Assistance at SHLACs:

3.1.12.1 Successfully refer Litigants to the following partner organizations for legal matters:

- Bankruptcy Self-Help Litigation Services for consumer debt cases that may avail themselves of bankruptcy to relieve debt.
- Los Angeles Department of Consumer and Business Affairs for small claims matters.
- Lawyer's Referral Service/Bar Association for any civil matter where a Litigant wants to retain attorney representation for family law, housing law, consumer, guardianship, and other civil matters.
- Legal Services Legal Service Corporation funded or Interest on Lawyers Trust Account funded agencies in the County based on the Court referral sheet.
- Stay Housed L.A. for legal representation for tenants in Unlawful Detainer cases.
- Designated organizations under the County's Tenant Right To Counsel Ordinance.

3.1.12.2 Successfully refer Litigants to the following organizations for non-legal matters:

- Los Angeles County Child Support Services Department for child support services.
- DCBA or other approved dispute resolution service for dispute resolution services.
- Los Angeles County Department of Public Social

Services for general social services.

3.2 PROVIDE WORKSHOPS

- 3.2.1 Contractor shall provide regularly scheduled workshops, working collaboratively with Court staff if held at SHLAC locations, for any of the topics listed in Section 3.1.11 of this Statement of Work. Contractor or subcontractor staff and volunteers may facilitate Workshops in-person at courthouses listed in Attachment I - SHLAC Locations or remotely via online platforms.
- 3.2.2 Contractor shall make its best effort to achieve the following service goals:
 - 3.2.2.1 Provide ____ Workshops each month.
 - 3.2.2.2 Workshops shall be conducted in English as well as in a language other than English as determined in the Contractor's language access plan.

3.3 PROGRAM COORDINATION

- 3.3.1 Contractor shall ensure supervising attorneys, licensed and in good standing to practice law in California, are available to provide general supervision and direct assistance during all hours of operation at each of the locations listed in Attachment I.
 - 3.3.1.1 SHLAC supervising attorneys must be capable of providing Self-Help Legal Assistance in all areas of law identified in Section 3.1.11 of this Statement of Work.
 - 3.3.1.2 An additional staff member shall be available to provide general supervision as needed.
 - 3.3.1.3 SHLAC supervising attorneys may delegate the task of proofreading written or electronic completed forms to non-attorney staff or volunteers and remain available to provide leadership, coaching, counseling and staff training, consultation on unusual and complex matters, assessment of complex litigant patron services, and coordination of activities with other self-help services.
 - 3.3.1.4 Contractor may recruit volunteer attorneys, paralegals, law students, paralegal students, college students, and community volunteers to assist at SHLAC Locations.

EXHIBIT A

- 3.3.1.5 Contractor shall sign and comply with agreements required for JusticeCorps participation.
- 3.3.2 Contractor shall convene bi-monthly meetings with subcontractors to provide updates, share best practices, resolve challenges, and discuss emerging issues, and to ensure that each center is operating efficiently and effectively. Contractor shall identify and address barriers to justice access for Litigants in Los Angeles County.
- 3.3.3 Contractor shall attend monthly meetings arranged by County to provide updates, share best practices, resolve challenges, and discuss emerging issues with the Court.
 - 3.3.3.1 Contractor shall ensure coordination of SHLAC program efforts with Court operations and compliance with Court policies and procedures.
 - 3.3.3.2 Contractor shall operate the SHLAC Locations consistent with the terms of the Guidelines for the Operation of Self-Help Centers in California Trial Courts issued by the Administrative Office of the Courts February 29, 2008, and as reaffirmed on February 28, 2011, under California Rules of Court 10.960.
 - 3.3.3.3 Contractor shall inform the Court of any obstacle Litigants encounter and make recommendations to improve forms or overall operational effectiveness.
- 3.3.4 Contractor shall develop an evaluation plan which will include tracking all services provided and measuring outcomes of those services.
- 3.3.5 Contractor and its subcontractors will participate in regular evaluation of the project, including Litigants served, Litigants' experience, and outcomes of the services provided.
- 3.3.6 In collaboration with Court Self-Help, Contractor shall develop a training program and training manual to ensure quality of service and compliance with the provisions of this contract.
 - 3.3.6.1 SHLAC staff will use uniform written procedures that outline office operations and employee/volunteer duties. Contractor shall coordinate with Court Self-Help on the operation of all SHLAC locations within the Court to ensure uniform policies, procedures, materials, and forms.

EXHIBIT A

- 3.3.6.2 Contractor shall develop standard policies and procedures detailing how SHLAC staff members and volunteers can access an attorney if the supervising attorney is unavailable.
- 3.3.7 Contractor shall establish and maintain effective and productive communications with Court staff and administrators to inform them of SHLAC activities and seek their support in the successful operation of the program.
 - 3.3.7.1 Contractor shall make efforts to communicate with Court employees through means authorized by the Court, including but not limited to, staff meetings, employee newsletters, email or other methods to inform them of the existence of the SHLAC program and its purpose.
- 3.3.8 Contractor and subcontractors shall make full use of the Court's automated and web resources in the delivery of services, developing its own automated resources only when resources are not provided by the Court.
 - 3.3.8.1 Contractor shall work closely with the Court and provide recommendations to develop the Court's website and automated services to interface effectively with the SHLAC program and expand and enhance the delivery of Remote Assistance to Litigants.
- 3.3.9 Contractor shall provide free of charge copies and stamps to Litigants at SHLAC locations to the extent that resources allow. The SHLAC locations will observe the following protocols for copies of documents:
 - 3.3.9.1 May provide a copy of all documents prepared at the SHLAC location for filing with the Court.
 - 3.3.9.2 May provide a copy of litigant's documents required for filings.
- 3.3.10 The SHLAC locations will observe the following protocols for providing stamps:
 - 3.3.10.1 May provide stamps for any mailing of a document being served by mail by SHLAC staff.
 - 3.3.10.2 May provide stamps for any judgment where the litigant fails to bring their postage or did not have enough to submit their judgment.

- 3.3.11 Contractor, in collaboration with the Court and the County, shall develop a uniform visual identity and brand for the SHLAC program to include County as part of the visual identity. Contractor shall ensure that all messaging and materials conform to the collaborative visual identity and brand of the SHLAC program.
- 3.3.12 County shall make final decisions regarding the development and use of the SHLAC program's visual identity and brand. Contractor shall not use the visual identity brand without prior written approval of County.
- 3.3.12.1 Contractor shall work with County to ensure that the general messaging conforms to County approved standards.
- 3.3.12.2 Contractor shall meet with County, on an as-needed basis, to discuss or address any administrative or implementation issues.

3.4 DATA COLLECTION & REPORTING

- 3.4.1 Contractor shall be responsible for systematically capturing, storing, and reporting service metrics using systems and resources already at their disposal.
- 3.4.2 Contractor shall be responsible for tracking and reporting, on a monthly basis, the following quantitative data:
- 3.4.2.1 Appropriate, non-privileged data collected during the intake process at each SHLAC location:
- City and Zip code
 - Household
 - Education
 - Age
 - Gender
 - Language(s) spoken
 - Race/Ethnicity
 - Veteran status
 - Disability
 - Income
 - Family Size
 - Type of Case
 - How individual was referred
- 3.4.2.2 All relevant data to the service goals defined in Sections 3.1.4 and Sections 3.2.2 of this Statement of Work.

- 3.4.2.3 Number of Litigants served at each SHLAC location, and the number of Direct Assistance services provided at each SHLAC location (direct in-person or remote) for each of the civil matter categories listed in Section 3.1.11 of this Statement of Work.
- 3.4.2.4 Litigant case outcomes for the purpose of evaluating SHLAC services based on the end results of each Litigant's case.
- 3.4.3 County reserves the right to request the reporting of additional non-privileged data points that may be reasonably calculated in the course of providing services under this Contract.
- 3.4.4 Contractor shall also report, upon request, any pertinent qualitative data to highlight program participant and service provider success stories.

4 AGENCY ROLES & RESPONSIBILITIES

- 4.1** Contractor and County each commit to dealing in good faith and to communicate clearly and with transparency to each other in the execution of this Contract. Contractor and County further commit to adopting the following roles and responsibilities in execution of this Contract as outlined below:

CONTRACTOR

- 4.1.1 Under the Court's Self-Help guidance, collaborate in the design, delivery and quality of SHLAC services that adhere to the Court's requirements for operating Self-Help Centers in their courthouses.
- 4.1.2 Partner with the Court in the delivery of Self-Help Legal Services to Litigants.
- 4.1.3 Identify and remove barriers to accessing the Court for Litigants.
- 4.1.4 Provide substantive materials and knowledge to Litigants and Court.
- 4.1.5 Track & report statistical information on population served, services provided to Litigants and outcomes achieved.
- 4.1.6 Contractor and its collaborative partners will leverage resources within their respective programs to conduct outreach and education about SHLAC services and operations designed to educate the public and the bar concerning the purpose of the SHLAC, the services it offers, issues facing pro per Litigants, and volunteer opportunities.

COUNTY

- 4.1.7 Monitor funding.
- 4.1.8 Serve as a liaison with the Los Angeles County Board of Supervisors.
- 4.1.9 Coordinate with Contractor and Court to ensure the following:
 - 4.1.9.1 Space at SHLAC Locations at no cost to Contractor and its subcontractors.
 - 4.1.9.2 Access to the Court's technology, calendaring and educational materials for SHLAC staff and volunteers.

5 QUALITY ASSURANCE PLAN

- 5.1 The County will evaluate the Contractor performance under this Contract using the quality assurance procedures as defined in this Contract, sub-paragraph 8.15, County's Quality Assurance Plan.
 - 5.1.1 Contractor is required to attend all meetings required in this Statement of Work.
- 5.2 Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.
- 5.3 In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor or subcontractor's performance.

SHLAC LOCATIONS & OPERATING HOURS

Van Nuys Courthouse

Northwest District
 Los Angeles Superior Court – East Building
 6230 Sylmar Ave, Room 350
 Van Nuys, CA 91401

Mon-Thu

8:30-12:00pm, 1:00-4:00pm

Friday

8:30-12:00pm

Pomona Courthouse

East District
 Los Angeles Superior Court
 400 Civic Center Plaza, Room 730
 Pomona, CA 91766

Mon-Thu

8:30-12:00pm, 1:00-4:00pm

Friday

8:30-12:00pm

Long Beach Courthouse

South District
 Los Angeles Superior Court
 275 Magnolia Ave, Room 3101
 Long Beach, CA 90802

Mon-Thu

8:30-12:00pm, 1:00-4:00pm

Friday

8:30-12:00pm

Torrance Courthouse

Southwest District
 Los Angeles Superior Court
 825 Maple Ave, Room 160
 Torrance, CA 90503

Mon-Thu

8:30-12:00pm, 1:00-4:00pm

Friday

8:30-12:00pm

Chatsworth Courthouse

North Valley District
 Los Angeles Superior Court
 9425 Penfield Ave, Room 3700
 Chatsworth, CA 91311

Mon-Thu

8:30-12:00pm, 1:00-4:00pm

Friday

8:30-12:00pm

Inglewood Courthouse

Southwest District
 Los Angeles Superior Court
 1 Regent Street, 1st Floor, Room 107
 Inglewood, CA 90301

Mon-Thu

9:00-12:30pm, 1:30-4:30pm

Friday

9:00-12:00pm

Antelope Valley Courthouse

North District
 Los Angeles Superior Court
 42011 4th Street West, Room 3700
 Lancaster, CA 93534

Mon-Thu

8:30-12:00pm, 1:00-4:00pm

Friday

8:30-12:00pm

Santa Monica Courthouse

West District
 Los Angeles Superior Court
 1725 Main Street, Room 210
 Santa Monica, CA 90401

Mon-Thu

8:30-12:30pm, 1:30-4:30pm

Friday

8:30-12:00pm

Compton Courthouse

South Central District
 Los Angeles Superior Court
 200 W. Compton Blvd, Room 200 F
 Compton, CA 90220

Mon-Thu

8:30-12:00pm, 1:00-4:00pm

Friday

8:30-12:00pm

PRICING SCHEDULE

MAXIMUM NOT TO EXCEED CONTRACT COST IS: \$2,756,000.00

The maximum, not-to exceed, cost for this entire Contract is **\$2,756,000.00** for all tasks and deliverables described in Exhibit A (Statement of Work) of this Contract. All contract deliverables must be completed by June 30, 2026. Payment shall be in arrears in a manner and subject to the pricing schedule detailed below and the conditions as set forth in section 5, CONTRACT SUM, of this Contract. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost shall be borne by the Contractor.

The County reserves the right to review current progress of all deliverables and approve of the percentage of completion prior to issuing payment for any monthly invoice.

Pricing Schedule	
DESCRIPTION	BUDGET
TOTAL COSTS	

INTENTIONALLY OMITTED

DRAFT

COUNTY'S ADMINISTRATION

CONTRACT NO. CA-25-027

COUNTY'S PROJECT DIRECTOR:

NAME

Department of Consumer and Business Affairs,
320 W. Temple St., Room G-10
Los Angeles, CA 90012

PHONE

EMAIL

COUNTY'S PROJECT MANAGER:

NAME

Department of Consumer and Business Affairs,
320 W. Temple St., Room G-10
Los Angeles, CA 90012

PHONE

EMAIL

COUNTY'S CONTRACT COMPLIANCE MANAGER:

Dushyant Bala

Department of Consumer and Business Affairs
320 W. Temple Street, Room G-10
Los Angeles, CA 90012-2706

Email: contracts@dcba.lacounty

COUNTY'S CONTRACT ANALYST:

Sara Rocha

Department of Consumer and Business Affairs
320 W. Temple Street, Room G-10
Los Angeles, CA 90012-2706

Email: contracts@dcba.lacounty

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Neighborhood Legal Services of Los Angeles County

CONTRACT NO: CA-25-027

CONTRACTOR'S PROJECT MANAGER:

NAME
TITLE
ADDRESS
PHONE NUMBER
EMAIL

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

NAME
TITLE
ADDRESS
PHONE NUMBER
EMAIL

NAME
TITLE
ADDRESS
PHONE NUMBER
EMAIL

NAME
TITLE
ADDRESS
PHONE NUMBER
EMAIL

Notices to Contractor shall be sent to the following:

NAME
TITLE
ADDRESS
PHONE NUMBER
EMAIL

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Neighborhood Legal Services of Los Angeles County Contract No CA-25-027**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract 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:

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 Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that 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 contract. 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:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, 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, 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, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

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 contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than 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, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject 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: _____

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.

INTENTIONALLY OMITTED

DRAFT

INTENTIONALLY OMITTED

DRAFT

CHARTIABLE 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.

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

OR

- ☐ Bidder 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

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 Contract.

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 "Contract") 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 Contract 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 Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, 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 Contract.

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 and compliance with all applicable laws and regulations to safeguard the security of County Information and preserve the Confidentiality, Integrity and Availability of County Information pursuant to this agreement. The Contractor's Security Program shall perform ongoing monitoring and audits of operations to identify and mitigate Security Threats.

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, at a minimum, include the maintenance of Privacy Policies, procedures for its organization, and appropriate workforce training regarding such Privacy Policies and procedures for all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, to safeguard the privacy of County Information and preserve the Confidentiality of County Information pursuant to this agreement, 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's Privacy Program shall, at a minimum, 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 Contract, 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 Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any applicable law governing the protection of personal Information, (ii) applicable privacy or 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

- a) **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".

- b) **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the Department's Contract Manager in consultation with the Department Information Security Officer, Department Counsel, and/or Departmental 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 Manager 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 Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, 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 Contract. 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 laws or regulations. 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 Contract 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 Contract 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 Contract, 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/Privacy procedures, Risks, Threats, and Incident Response.

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 Contract 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 Contract.

The Contractor shall obtain advanced approval from the Department's Contract Manager, in consultation with the Department Information Security Officer, Department Counsel, and/or Departmental 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 Contract 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 Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all records 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 Contract; and (iii) return or destroy, at the County's option, all originals and copies of all records 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 Contract 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. The hardware should be physically sealed and returned through a method specified by the County.
- b) **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding or other method that ensures that the Information cannot be read or otherwise reconstructed; and (ii) 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 Contract or at any time upon the County's request.

11. PHYSICAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security that provide a physically secure environment from unauthorized access, damage, and interference.

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 Contract 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.

Departmental Information Security Officer:

David Cicero

Departmental Information Security Officer

DCicero@cio.lacounty.gov

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Department Chief Information Officer:

Jose Rivas
Department Chief Information Officer
320 W. Temple St. Room G-10
Los Angeles, CA 90012
JRivas@dcba.lacounty.gov

- b) Include the following Information in all notices:
- The date and time of discovery of the Incident,
 - The approximate date and time of the Incident,
 - A description of the type of County Information involved in the reported Incident, and
 - 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.
 - 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/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 Contract 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 Contract and be grounds for immediate termination of this Contract 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. If the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract along with demand for payment of all costs related to the audit.

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. 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. INTENTIONALLY OMITTED

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, 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 Contract 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.

DRAFT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/21/2025	
BOARD MEETING DATE	6/17/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" 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)	CEO Real Estate Division	
SUBJECT	GRATIS LEASE AGREEMENT WITH EAST LOS ANGELES WOMEN'S CENTER OPERATING AT COUNTY-OWNED LA GENERAL MEDICAL CENTER	
PROGRAM	N/A	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: This is a gratis lease. However, the County is responsible for all utilities.	Funding source: LA GENERAL, DHS, Facility's Operating Budget
	TERMS (if applicable): N/A	
PURPOSE OF REQUEST	To approve gratis lease agreement for a period of 3 years with one 2-year option to renew, which would provide the East Los Angeles Women's Center (ELAWC) continued use of 5,400 square feet within LA General (Premises), (exact location is considered confidential for safety purposes). The Premises shall be used for ELAWC to provide services to the local community to meet social needs and serve public purposes which benefit the County. Pursuant to Government Code Section 26227, the Board has the authority to make available real property not needed for County purposes to nonprofit organizations for operation of programs which serve public purposes and are necessary to meet the social needs of the population of the County.	
BACKGROUND (include internal/external issues that may exist including any related motions)		
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	
DEPARTMENTAL CONTACTS	Michael G. Rodriguez Section Chief, County-owned CEO Real Estate Division 213-974-4246 mgrodriguez@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

June 17, 2025

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:

**GRATIS LEASE AGREEMENT WITH
EAST LOS ANGELES WOMEN'S CENTER OPERATING AT
COUNTY-OWNED LOS ANGELES GENERAL MEDICAL CENTER
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed three-year gratis lease agreement (Lease) with East Los Angeles Women's Center, a California nonprofit, public benefit corporation, (ELAWC) for the use of space totaling 5,400 square feet within the Los Angeles General Medical Center (Property) (formerly known as LAC+USC Medical Center), located in the Boyle Heights neighborhood of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Lease is categorically exempt from the California Environmental Quality Act (CEQA) for reasons stated in this Board letter.
2. Find that pursuant to Government Code Section 26277, the portion of the property proposed to be leased to ELAWC is not currently needed for County purposes.
3. Find that pursuant to Government Code Section 26277, the programs and services to be provided by ELAWC are necessary to meet the social needs of the County and serve public purposes which benefit the County.

4. Authorize the Chief Executive Officer, or her designee, to execute the proposed Lease with ELAWC for the use of space totaling approximately 5,400 square feet (Premises) within the Property (exact location is considered confidential for safety purposes). The total proposed Lease fee is gratis.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate and implement the proposed Lease, including, without limitation, documents to amend, renew, or terminate the proposed Lease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A Board motion for a license between ELAWC and the County was approved in 2017. ELAWC has occupied the Premises since January 2018 under a license that expired on January 3, 2023. ELAWC continues to occupy and provide services from the Premises. ELAWC would like to enter into a new Lease with the County, so that it can continue providing its services to the community.

The Hospital Emergency Accompaniment Response Team (HEART) of ELAWC provides trauma-informed emergency shelter to survivors of domestic, sexual and interpersonal violence and their families after discharge from the hospital. ELAWC would like to continue to use the Premises to enable HEART to provide temporary shelter for up to seven days for such survivors and their families until they are able to be relocated to a safe haven. While seeking temporary shelter at the Premises, the survivors and their families will have the ability to be referred to and linked to legal, social, and other supportive services. The Premises would also be used by ELAWC to provide multidisciplinary crisis interventions (counseling and referrals to services) post-hospital discharge, and cooperation with the Violence Intervention Program, Department of Children and Family Services, law enforcement agencies, and legal service providers. ELAWC serves as a champion and voice to create sustainable change for victims of violence through effective public policy and protective laws, provides related services such as temporary shelter for survivors for a short-term stay, which may include the use of computers, telephones, and televisions, and promotes public awareness and prevention campaigns to help instill new generations with respect for themselves and others. The funding for ELAWC's operations comes from both philanthropic organizations and individual donors.

The County will continue to contribute to this much needed nonprofit service effort by providing the Premises on a gratis basis, allowing HEART, as part of ELAWC, to keep victims and their families in comfort on a short-term basis for up to seven days to facilitate their transition from their traumatic experiences to the next stage of recovery. The County will also be responsible for providing, at the County's expense, all utilities necessary to operate this program, except for the communication and data lines. The services

provided by ELAWC to the local community are necessary to meet the social needs of the County and serve public services which benefit the County.

The Department of Health Services is the proprietor department of the service center and supports the recommended approval of the proposed Lease on the terms indicated herein.

The proposed Lease will have a three-year term with one two-year option to renew the proposed Lease.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1 – *“Make Investments That Transform Lives”* – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

The Countywide Strategic Plan North Star 3 – *“Realize Tomorrow’s Government Today”* – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed Lease is also consistent with the Strategic Asset Management Goal Strengthen connection between service priorities and asset decisions and Key Objective No. 4 and Guide Strategic Decision- Making.

The proposed Lease supports the above goals and objective by allowing the use of County property by a nonprofit shelter provider for the benefit of individuals who need a temporary emergency shelter to provide multi-disciplinary crisis interventions post hospital discharge, such as counseling and referrals of survivors to legal, social and other supportive services; and to work in cooperation with the Violence Intervention Program, Department of Children and Family Services, law enforcement agencies and legal service providers.

FISCAL IMPACT/FINANCING

The proposed Lease to ELAWC is gratis and will not have a significant impact to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 26227, the Board has the authority to make available real property not needed for County purposes, to nonprofit organizations on a gratis basis for operation of programs which serve public purposes and are necessary to meet the social needs of the population of the County.

County Counsel has approved the proposed Lease as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Lease is exempt from the provisions of CEQA because it does not constitute a project under CEQA since they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and are an administrative activity of government under section 15378(b) of the State CEQA Guidelines since the action would not result in direct or indirect physical changes to the environment. In the alternative, the proposed Lease is exempt under CEQA pursuant to State CEQA Guidelines Section 15301 (Class 1 – Existing Facilities) and Section 15061(b)(3) (common sense exemption).

This nonprofit organization has been occupying the Premises since 2018. The proposed Lease is intended to memorialize the nonprofit organization's occupancy and provide the County with necessary indemnity and insurance coverage. The proposed Lease to ELAWC involves negligible or no expansion of use of the Premises. Furthermore, it can be seen with certainty that there is no possibility that ELAWC's continued occupancy of the Premises will have a significant effect on the environment.

In the alternative, the activities are exempt from CEQA pursuant to section 15301 of the State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G which apply to operation and leasing of an existing facility with negligible or no expansion of use. In addition, based on the record of the proposed activity, 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. In addition, the proposed actions do not commit the County to a project, and it can be seen with certainty that there is no possibility that the proposed actions will have a significant effect on the environment under section 15061 of the Public Resources Code.

Upon the Board's approval of the recommendation to Lease the Premises, a Notice of Exemption will be filed with the Registrar Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation and a Notice

The Honorable Board of Supervisors
June 17, 2025
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will be posted to the County's website in accordance with Public Resources Code Section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continuing operations of the nonprofit organization should not have any impact on current services.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:MGR:NH:gb

Enclosure

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

LEASE AGREEMENT

by and between

COUNTY OF LOS ANGELES

as Lessor

and

EAST LOS ANGELES WOMEN'S CENTER

as Lessee

For Premises Located at

Los Angeles General Medical Center

Dated as of __, 2025.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this ____ day of ____ 2025 (the "Effective Date").

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic
("Lessor" or "County"),

AND

**EAST LOS ANGELES WOMEN'S
CENTER**, California nonprofit 501(c)3
organization ("Lessee" or "ELAWC")

RECITALS:

WHEREAS: County is the fee owner of that certain real property commonly known as the Los Angeles General Medical Center (LA General) (formerly known Los Angeles County +USC Medical Center) in the Boyle Heights neighborhood of Los Angeles (Property); and

WHEREAS: ELAWC desires to lease an approximately 5,400 square feet space in a building within the Property, the exact location of which is considered confidential for safety purposes ("Premises"); and

WHEREAS: ELAWC has used the Premises since January 4, 2018, to provide short-term, trauma-informed emergency shelter to survivors of domestic, sexual, and interpersonal violence and their families; and

WHEREAS: County is prepared to lease the Premises to ELAWC subject to the Lease, which property will not be needed exclusively for County use during the term of the Lease during the term of the Lease; and

WHEREAS: the County finds that ELAWC's proposed use of the Premises will benefit County residents; and

WHEREAS: in consideration of the covenants herein specified to be performed by ELAWC and pursuant to Government Code section 26227, which provides authority for the leasing of County property to ELAWC, County is prepared to lease the Premises as depicted in Exhibit A attached hereto; and

WHEREAS: the County agrees to lease said Premises to ELAWC, and ELAWC hereby agrees to lease said Premises from County, during the term set forth in Section 1 below. ELAWC hereby agrees in consideration for the lease of the Premises to faithfully perform all its obligations under this Lease.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, and the foregoing recitals, each of which is deemed a contracted part hereof, Lessor and Lessee agree as follows:

LEASE SUMMARY.

(a) "Lessor": County of Los Angeles

(b) Lessor's Address
for Notice: County of Los Angeles
Chief Executive Office
320 West Temple Street, 7th Floor
Los Angeles, California 90012
Attn: Real Estate Division

With a copy to:

County of Los Angeles
Office of the County Counsel
500 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Attn: Property Division

(c) "Lessee": EAST LOS ANGELES WOMEN'S CENTER
("Lessee")

(d) Lessee's Address
for Notice: 1431 S. Atlantic Blvd.,
Los Angeles, CA 90022
Attn: Barbara Kappos, Executive Director

(e) Premises: As set forth in the Recitals

(f) Lessee
Services/Permitted Use of
Premises: Subject to all applicable laws, Lessee
shall use and occupy the Premises for
the following purpose: provide short-

term trauma-informed emergency shelter through Lessee's Hospital Emergency Accompaniment Response Team (HEART) to survivors of domestic, sexual, and interpersonal violence and their families after their discharge from LA General, until they are able to be relocated to a safe haven.

- (g) Term: The initial term of this Lease shall be for a period of three (3) years, commencing on the **Commencement Date**, and expiring three (3) years thereafter.
- "Effective Date"**: The date upon which this Lease is fully executed by all parties.
- "Commencement Date"**: One (1) business day following the **Effective Date** of the Lease.
- "Options"**: An additional option to extend for two (2) years under the same terms and conditions. No later than one hundred eighty (180) days prior to the expiration date, Lessee may request an extension of the term of this Lease and the Lessor, through the County Chief Executive Officer or her designee, may extend the term for a stated period at Lessor's sole and absolute discretion.
- (h) "Rent": Rent shall be gratis, provided that Lessee uses the Premises for the Permitted Use for the duration of this Lease.
- (i) Security Deposit: N/A

1. LEASE TERM AND COMMENCEMENT DATE:

A. Term. The "Term" of the Lease is the period specified in the Lease Summary. Notwithstanding that the Commencement Date may occur, and the Term may commence after the Effective Date, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, as of the Effective Date, this Lease shall be in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease. Provided Lessee is not then in default under this Lease beyond any applicable cure period, Lessee shall have the right to extend the term of the lease for an additional option for two-year periods, under the same terms and conditions as contained herein, by giving written notice to Lessor of its desire to extend the Term not less than one hundred eighty (180) days prior to the expiration of the Term of this Lease. If Lessee fails timely to exercise its option as provided for herein, this Lease shall expire upon the original Term expiration date. Upon exercise of the Lessee's option, the Term expiration date shall be extended for the period of the additional term upon the same terms and conditions of this Lease, unless the parties mutually agree otherwise.

B. Lessor Improvements. Lessor shall have no construction or improvement obligations with respect to the Premises. Lessee acknowledges that Lessee is accepting the Premises "as is", solely in reliance on Lessee's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Lessor or Lessor's agents. Any information given or disclosure made to Lessee by Lessor or Lessor's agents concerning the Premises shall not constitute a representation or warranty made by Lessor. Lessee has been given the full opportunity to inspect the Premises prior to the execution of this Lease. At the final expiration or termination of the Lease, including any extensions thereof, all improvements, including any completed by the Lessee, shall become property of Lessor or Improvements shall be removed by Lessee upon Lessor's request. Lessor may require Lessee to demolish certain specified and identifiable Improvements at the end of the term. If, no later than one hundred eighty (180) days prior to the expiration of the term or earlier termination of this Lease, Lessor delivers to Lessee a written request that certain specified and identifiable Improvements be demolished, then Lessee will, at its sole cost, within a reasonable time after such delivery and pursuant to lawful government permits, demolish such Improvements (including such demolition removal of debris and rough grading of the portion(s) of the Property affected by such demolition).

2. LEASE CONSIDERATIONS: As consideration for Lessor leasing the Premises to Lessee hereunder:

A. Lessee, throughout the duration of this Lease and any extensions thereto, shall, at all times, provide the Lessee Services (as defined in the Lease Summary) to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of city incorporated areas not equally accorded to residents of unincorporated territory. The Lessee Services are not intended to limit beneficial services that the Lessee provides, and additional services may be added or substituted, upon the County's prior

written approval, which approval may be granted or withheld in County's sole discretion. On or before January 31 of each calendar year following the Commencement Date, Lessee shall deliver to Lessor a written report detailing the Lessee Services provided at the Premises during the prior calendar year and the Lessee Services to be provided during the current calendar year (the "Lessee Services Report").

B. Each year, commencing prior to the Effective Date and continuing on an annual basis for the length of the Term, with the audit documents submittal date to be determined by the County, County will have the right to audit any and all of Lessee's financial statements, revenue and expense reports, Lessee's Services Report, records, certifications, licenses, and permits related to their use of the Premises ("Audit"). In addition to County auditing Lessee's existing financial documents and business model related to their use of the Premises during the previous period, on an annual basis, Lessee shall prepare and deliver to County, for its review and approval, a forecast describing in reasonable detail Lessee's projected revenue, expenses, Lessee's Services Report, and other relevant financial documents, records, licenses, and permits for the upcoming year ("Forecast"). Upon completion of County's Audit and review of the Forecast, County will determine if Lessee is in default of the terms of the Lease.

C. Lessee shall perform all obligations required by this Lease.

3. USES; APPLICABLE LAWS :

A. Uses: Lessee shall use and occupy the Premises solely for the Permitted Use as set forth in the Lease Summary and for such other lawful purposes as may be incidental thereto. Lessee shall provide short-term trauma-informed emergency shelter through Lessee's Hospital Emergency Accompaniment Response Team (HEART) to survivors of domestic, sexual,¹ and interpersonal violence and their families (collectively referred to as "Survivors") after their discharge from LA General and until they are able to be relocated to a safe haven. Lessee understands and agrees that it is a material term of this Lease that Survivors stay in the Premises is short term. The Premises shall be utilized by HEART as a trauma-informed, temporary emergency shelter to provide multi-disciplinary crisis interventions after their hospital discharge, such as counseling and referrals of Survivors to legal, social, and other supportive services, and to work in cooperation with the Violence Intervention Program (VIP), Department of Children and Family Services (DCFS), law enforcement agencies, and legal service providers, and such other purposes as are related thereto. Lessee shall use the Premises as temporary shelter for Survivors for up to a twenty-four (24) hour stay, which may include the use of computers, telephones and televisions. Its address shall not be disclosed to the public to protect the safety of the Survivors, subject to County's obligation to comply with all applicable laws and any court orders, and subject to County's need to perform its obligations under this Lease and to conduct County's internal business. County shall not be liable or responsible for any inadvertent disclosure of the address. Lessee shall be responsible for all persons and invitees that it allows to visit or occupy the Premises and shall be liable to County for all acts of such persons and invitees. Lessee shall be given two parking spaces in Parking Lot B, C or D on the Property and shall be allowed the automobile drop off or pick up of Survivors at the curbs of its main

entrances. County shall not be liable for damages or any error with regard to the admission to or exclusion from the Premises, of any persons or invitees. Premises shall be in compliance at all times with the Building Rules attached hereto and incorporated herein as Exhibit B. In addition, Lessee's use of the Premises shall be in compliance at all times with all applicable codes, including without limitation, occupancy standards as set forth by the City of Los Angeles and County of Los Angeles Fire Departments. Lessee shall comply with its obligations and be subject to all applicable governmental regulatory agencies, all applicable laws, and the rules and regulations of County in connection with the operation of the Premises as promulgated from time to time by the County.

B. Compliance with Applicable Laws: The Premises, or any part thereof, shall not be used or permitted to be used for any activity that constitutes a nuisance. Lessee shall, at its sole cost and expense, conform to, and cause all persons using or occupying any part of the Premises that is under Lessee's control to comply with all applicable laws and rules and regulations governing the Premises that may be in effect from time to time applicable to the use of the Premises. Lessee hereby warrants and covenants that the operation of the Premises shall not interfere with any functions of Lessor outside of the Premises. Lessee acknowledges the following: as of the Commencement Date: (i) that it has reviewed all zoning ordinances, land use restrictions, and similar limitations affecting the Premises, as well as all agreements entered into under the same; (ii) that Lessee shall comply with all such ordinances, restrictions, limitations and agreements according to the terms of this Lease; and (iii) that Lessee's failure or inability at any time to comply with such ordinances, restrictions, limitations, and agreements shall not give rise to any right in Lessee to terminate this Lease. Furthermore, if any governmental license, certificate, approval, or permit, shall be required for the proper and lawful conduct of the Permitted Use in the Premises or any part thereof pursuant to any applicable law, Lessee, at its sole cost and expense, shall diligently and duly procure and thereafter maintain such licenses, certificates, approvals, and permits during the Term hereof, and Lessee shall submit such licenses, certificates, approvals, and permits (and all applications therefor) to Lessor for inspection promptly upon request. Lessor agrees to reasonably cooperate with Lessee, at no cost, expense, or liability to Lessor, in connection with Lessee procuring all such licenses certificates, approvals, and permits. Lessee shall at all times during the Term hereof materially comply with the terms and conditions of each such license, certificate, approval, and permit. In the event Lessee fails, for any or no reason whatsoever, to obtain any or all licenses, certificates, approvals, or permits necessary for the operation of Lessee's operations at the Premises as required by this Lease, such failure shall not affect, reduce or diminish Lessee's obligations under this Lease. Lessee covenants and agrees to indemnify and hold Lessor and the Lessor Indemnitees (as hereinafter defined) harmless from any penalties, damages, or charges imposed for any violation of any and all applicable laws, licenses, certificates, approvals, or permits, whether occasioned by neglect, omission, or willful act of Lessee or any person (other than Lessor, its officers, agents, employees, guests and invitees) by license, invitation, Lease, assignment or any other arrangement with Lessee.

4. RENT.

A. Base Rent. Lessor hereby agrees to provide the Premises during the initial term on a gratis basis. Consideration for this Lease is Lessee's compliance with the terms and conditions contained herein. Upon review and evaluation by Lessor, a lease fee may be waived by Lessor in its sole discretion for any subsequent extension terms.

B. Additional Rent. Except as expressly provided otherwise in this Lease, so that all Taxes (as hereinafter defined), impositions, insurance premiums, utility charges, maintenance, repair and replacement expenses, payments or charges under covenants, conditions and restrictions now or hereafter of record, all expenses relating to compliance with applicable law, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Premises (excepting only Lessor's obligations expressly set forth in this Lease) which may arise or become due to Lessor or third parties during the Term or by reason of events occurring during the Term shall be paid or discharged by Lessee, at Lessee's sole cost and expense (all charges payable by Lessee are hereinafter collectively referred to as "Additional Rent"). Lessor, at its election, shall have the right (but not the obligation) to pay for or perform any act, including, but not limited to, repair obligations that require the expenditure of any sum of money by reason of the failure or neglect of Lessee to perform any of the provisions of this Lease within the applicable grace period, if any, provided herein.

5. UTILITIES: The County will be responsible for promptly paying all charges for gas, water, sewer, electricity, light, heat, power, and other utilities and services used, rendered or supplied to, upon or in connection with the Premises throughout the Term, including, without limitation any sewer rents, hookup, connection, availability, standby and any other charges in connection with the use, consumption, maintenance or supply of water, any water system, or any sewerage connection or sewerage system or treatment plant. The Lessee shall be responsible for securing the Premises.

6. Data Lines: Lessee shall be responsible for paying for ("Data Lines"). The lines necessary for the operation of the Premises, including for telephone, communication, audio, video, data and internet lines, equipment, or access. Subject to Section 6, County shall provide access to the building in which the Premises is located for installation of Data Lines upon receipt and approval of plans.

A. Consent From Lessor: Lessee shall not enter into any contract or agreement with any governmental agency or body or public utility with reference to sewer lines, water lines, street improvements, street lighting, or utility connections, lines, or easements without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall install separate meters, if practicable, or Lessee's use for all utilities required for the Premises. All costs associated with bringing required utilities to the Premises, including related professional and service charges, shall be solely the Lessee's responsibility.

B. Lessor Utility Services: To the extent that the Lessee uses utility services financed and/or maintained in whole or in part by Lessor, both during and after construction of the Lessor Work, the charge for such utility services shall be paid by Lessee, together with a pro rata share of the capital costs associated with any necessary additions or improvements to the utility system at the same rate given to other users or as reasonably determined by Lessor. Lessee's payment of said utilities may be satisfied by cash, except that payment of any capital costs funded from the County's General Fund shall be made by cash or check and delivered to the CEO.

Ownership: As between Lessor and Lessee, title to all utility lines, transformer vaults and all other utility facilities constructed or installed by Lessee upon the Premises shall vest in Lessor upon construction or installation to the extent that they are not owned by a utility company or other third-party provider. Notwithstanding that title shall vest in Lessor, all utility lines, transformer vaults and all other utility facilities (other than any sewer, storm drain or other utility systems which have been dedicated to and accepted by Lessor pursuant to a dedication separate from this Lease), shall be maintained, repaired, and replaced, if and as needed, by Lessee during the Term.

7. OPERATING EXPENSES AND MAINTENANCE AND REPAIR:

A. Lessor Responsibilities: Lessor shall have no maintenance, repair or replacement obligations with respect to the Premises. In the event Lessor incurs any costs or expenses relating to maintenance, repairs or replacements to the Premises as a result of the failure of Lessee to comply with Section 8.B, Lessee shall pay or reimburse Lessor, for any such costs or expenses within thirty (30) days of receiving documented invoice therefor, plus ten percent (10%) interest on the amount due.

B. Lessee's Responsibility: Throughout the term of this Lease and for any extended term, Lessee shall, at Lessee's sole cost and expense, maintain the Premises in good condition and repair and in accordance with the requirements of: (i) all applicable laws; (ii) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; (iii) any insurance companies insuring all or any part of the Premises, if applicable; and (v) the rules and regulations of Lessor regarding the operation of the Premises as may be promulgated from time to time. Upon the Commencement Date, all maintenance, repairs and replacements are to be performed by or on behalf of Lessee and shall be done promptly, in a good and workmanlike fashion and without diminishing the original quality of the Premises. Lessee shall deliver to Lessor copies of Lessee's maintenance contracts and service records within ten (10) days after receipt of Lessor's written request therefor.

C. Waste: Lessee shall not commit or permit the commission of any waste upon the Premises, nor permit anything to be done upon the Premises that would invalidate or prevent the procurement of any Required Insurance or governmental permits, licenses or approvals that may at any time be required pursuant to the provisions hereof. Lessee shall not store or dispose of any waste or byproducts of Lessee's operation on the Premises in violation of Section 18 of this Lease.

D. Graffiti: As of the Commencement Date, any and all graffiti that occurs on the Premises during the Term shall be removed by Lessee within forty-eight (48) hours, at Lessee's sole cost and expense.

8. LIENS:

A. General: Subject to the provisions of Section 7 and Section 8, Lessee hereby covenants to keep the Premises and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessee's acts or omissions and/or created by the performance of any labor or furnishing of any material, supplies, or equipment contemplated hereunder. Lessee further agrees to hold Lessor and the Premises and all parts thereof free and harmless from any such Lessee-created liens, claims, or demands, and any and all costs, damages or liability in connection therewith, together with reasonable attorney's fees and all Actual Cost and expenses incurred by Lessor in negotiating, settling, defending, and otherwise protecting the Premises or any part thereof against such liens, claims or demands.

B. Mechanics' and other Liens: Upon the Commencement Date and continuing throughout the Term, Lessee shall not permit any mechanic's, materialmen's, contractor's, sub-contractor or other lien, arising out of the performance of the Lease, to stand against the Premises, or any part thereof. If any such lien shall be filed against the Premises, Lessee shall cause the same to be discharged within ten (10) days after actual notice of such filing, by payment, deposit, or bond. If Lessee fails to discharge any such lien, Lessor may, but shall not be obligated to, discharge the same, and any amount so paid or deposited by Lessor and all costs and expenses incurred by Lessor, including reasonable attorney's fees, shall become immediately due and payable by Lessee to Lessor, together with interest thereon computed at the rate of seven percent (7%) per annum. If Lessee desires to contest any such lien, Lessee shall notify Lessor in writing of Lessee's intention to do so within ten (10) days after the filing of and service upon Lessee of such lien or lose the right to contest. In such case, provided that Lessee shall furnish the bond required by California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such lien), Lessee shall not be in default until five days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge any such lien to the extent held valid, but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereto, and such delay shall be a material default of Lessee hereunder. In the event of any such contest, Lessee shall defend, protect, hold harmless, and indemnify Lessor against all loss, costs, expense and damage, including reasonable attorney's fees and costs, resulting therefrom.

9. INDEMNIFICATION AND INSURANCE:

Indemnification: The Lessee shall indemnify, defend and hold harmless the Lessor, 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 Lessee's repair, maintenance and other acts and omissions arising from and/or relating to the Lessee's use of the Premises.

A. General Insurance Provisions: Without limiting the Lessee's indemnification of Lessor and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessee 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 Lessee pursuant to this Lease. The Lessor in no way warrants that the Required Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Lease.

(1) Evidence of Coverage and Notice to Lessor:

- Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this Lease.
- Renewal Certificates shall be provided to Lessor not less than 10 days prior to Lessee's policy expiration dates. The Lessor reserves the right to obtain complete, certified copies of any required Lessee insurance policies at any time.
- 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 Lessee 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 Lessor required endorsement forms.
- Neither the Lessor's failure to obtain, nor the Lessor'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 Lessee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements, 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

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

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

(3) Cancellation of or Changes in Insurance: Lessee shall provide Lessor with, or Lessee's insurance policies shall contain a provision that Lessor 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 Lessor 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 Lessor, upon which the Lessor may suspend or terminate this Lease.

(4) Failure to Maintain Insurance: Lessee'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 suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Lessee

resulting from said breach. Alternatively, the County may purchase the Required Insurance and without further notice to Lessee, pursue Lessee reimbursement.

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

(6) Lessee's Insurance Shall be Primary: Lessee'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 Lessor. Any Lessor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Lessee coverage.

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

(8) Deductibles and Self-Insured Retentions (SIRs): Lessee's policies shall not obligate the Lessor to pay any portion of any Lessee deductible or SIR. The Lessor retains the right to require Lessee to reduce or eliminate policy deductibles and SIRs as respects the Lessor, or to provide a bond guaranteeing Lessee'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.

(9) 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. Lessee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(10) Application of Excess Liability Coverage: Lessee 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.

(11) 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.

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

B. Insurance Coverage Requirements. Lessee shall maintain the following:

(a) Commercial General Liability insurance (written by ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

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

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

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease — policy limit:	\$1 million
Disease — each employee:	\$1 million

(d) Commercial Property Insurance: Such insurance shall:

- Provide coverage for Lessor's property and any improvements and betterments; 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.
- 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 Lessee and Lessor as their interests may appear.

(e) Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(f) Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and

agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

10. REPAIR AND RESTORATION:

A. Notice of Damage to Premises: If any portion of the Premises shall be damaged or destroyed by fire or other casualty, Lessee shall give prompt written notice thereof to Lessor ("Lessee's Notice of Damage"). Lessee's Notice of Damage shall include a statement as to whether the damage to the Premises is covered by Lessee's Required Insurance.

B. Damage by Covered Risk: During the term of this Lease, if the Premises and/or improvements are damaged due to a risk covered by Required Insurance, Lessee shall cause the damage to be repaired and the improvements restored to substantially the same condition as they were in immediately before such damage. Notwithstanding the foregoing, should Lessee fail to obtain certain Required Insurance that would have covered such damage, Lessee shall be obligated to repair the damage and restore the building and the improvements at its sole cost and expense.

C. Damage Not Covered: If, during the term of this Lease, the Premises and/or improvements are damaged due to a risk not covered by Required Insurance and whether or not such damage is substantial, Lessee may elect either to cause the damage to be repaired and the Building, Premises and/or improvements restored to substantially the same condition as they were immediately before the damage or to terminate this Lease. Said election shall be made by written notice to County within sixty (60) days of the occurrence of the damage. If no written notice is given by Lessee within said sixty (60) days, then both parties agree this shall constitute Lessee's election not to repair the damage and to terminate the Lease and vacate the Premises.

D. Repairs to Premises, or Improvements: If Lessee is required or elects to repair any damage to the Premises and/or improvements, such damage shall be repaired and the Premises, and/or improvements restored to substantially the same condition as they were in immediately before the damage as promptly as is commercially reasonable. To the extent the damage is due to a risk covered by Required Insurance, such repairs shall be made from the proceeds of such insurance and the proceeds of such insurance shall be made available to Lessee for such purpose. Lessee shall be responsible for covering any costs of such repairs in excess of the proceeds from the Required Insurance. All work shall be performed in a good and workmanlike manner and shall be completed as promptly as is reasonably possible and in accordance with all applicable laws. Commencement of the repair and restoration shall require (i) securing the area to prevent injury to persons and/or vandalism to the Building, Premises and improvements and (ii) the placement of a work order or contract for obtaining the labor and materials to accomplish the repair and restoration.

E. Termination of Lease if Unable to Repair or Restore: Notwithstanding any provision contained in this Lease to the contrary, if the applicable laws existing at the time of the damage do not permit the repair or restoration required or allowed under the Lease, either party may terminate this Lease immediately by giving sixty (60) days' written notice to the other party. If this Lease is terminated pursuant to any of the provisions in this Section 11.E and no Event of Default has occurred and is continuing, the proceeds of any and all Required Insurance shall be the sole property of Lessee. Lessee shall be required to use such proceeds to clear the site or abate potential nuisances due to damage. If the proceeds of any Required Insurance are received by County, such proceeds shall be promptly paid to Lessee, less any expenses incurred by the County in clearing the site or abating potential nuisances due to the damage. Lessee waives the provisions of California Civil Code Sections 1932(2) and 1933(4) which relate to termination of leases when the thing leased is destroyed and agrees that such event shall be governed exclusively by the terms of this Lease.

11. DEFAULT:

A. Default by Lessee:

(1) Material Default: The occurrence of any of the following shall constitute a material default and breach of this Lease (each an "Event of Default"):

(a) A failure by Lessee to observe and perform any agreement, term, covenant or condition in this Lease applicable to Lessee ("Lessee's Obligations") when such failure continues for thirty (30) days after written notice thereof to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion, which in no event shall be more than sixty (60) days from receipt of the written notice described above.

(b) Discontinuing the operation of Lessee's Services at the Premises for more than ten (10) days, using the Premises for anything other than the Permitted Use, or vacating or abandoning the Premises.

(c) Transferring Lessee's interest in this Lease in violation of Section 15.

(2) Remedies: If Lessee defaults under this Lease, Lessor, without further notice to Lessee shall, in addition to any other remedies available by law or equity, have one or more of the following remedies at Lessor's sole election:

(a) Without barring later election of any other remedy and without terminating Lessee's right to possession of the Premises, or any part thereof, Lessor may require strict performance of all covenants and obligations herein as the same shall accrue or become due, without terminating this Lease, and Lessor shall have the right of action therefor without awaiting the end of the Lease term.

(b) If Lessor obtains possession of the Premises under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (unless Lessee obtains relief under Section 1179 of that Code) or if Lessor, by written notice declares the Lease to be terminated because of breach of this Lease, then Lessor may enter upon the Premises and remove any and all persons and or property whatsoever situated thereon, and place all or any portion of said property in storage for the account of and at the expense of Lessee and dispose of such property in accordance with applicable laws. Lessor shall be entitled to recover in one or more awards or judgment from Lessee:

(i) Any amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom. Such other amount shall include, but not be limited to, such expenses (including reasonable attorney's fees and expenses) as Lessor may have paid, assumed, or incurred in recovering possession of Premises, placing the Premises in good order and condition, preparing or altering Premises for reletting, and reletting the Premises during any part of time for which a rental concession, if any, had been given by Lessor.

(ii) Lessor may, at Lessor's election, terminate this Lease by giving Lessee notice of termination. On the giving of the notice to Lessee, all Lessees' rights in the Premises and in the building shall terminate, and any outstanding balance due pursuant to the Note shall be immediately due and payable by Lessee. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have so declared in writing to Lessee, nor shall Lessor be deemed to have accepted or consented to an abandonment by Lessee by performing acts intended to maintain or preserve the Premises, making efforts to relet the Premises or appointing a receiver to protect Lessor's interest under this Lease. Promptly after notice of termination, Lessee shall surrender and vacate the Premises in a broom-clean condition, and Lessor may re-enter and take possession of the Premises and/or eject all parties in possession, some and not others, or eject none. Termination under this Section shall not relieve Lessee from any obligations under this Lease or from any claim for damages incurred or accruing against Lessee up to the date of termination. Lessee shall remain liable to Lessor for damages in an amount equal to the Rent that would have been owing by Lessee hereunder for the balance of the Term, had this Lease not been terminated, less the rental value of reletting of the Premises by Lessor subsequent to such termination, after deducting all of Lessor's expenses, if any, in connection with such recovery of possession or reletting.

(c) Lessor may at Lessor's election enter the Premises and, without terminating this Lease, at any time and from time to time may use or let the Premises or the Improvements or any part or parts of them for the account and in the name of Lessor or otherwise. Any reletting may be for the remainder of the Term or for a longer or shorter period. Lessor may execute any lease made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or any part thereof. Lessee shall, upon such election by Lessor, have the right to immediately remove its personal property and trade fixtures and be liable for any damage caused by such removal.

(d) Subject to Lessee's and Lessor's rights to contest as provided elsewhere in this Lease, if, at any time during the Term of this Lease, Lessee fails, refuses, or neglects to do any of the things herein required to be done by the Lessee, Lessor shall have the right, but not the obligation, to do the same, but at the cost of and for the account of the Lessee; provided, however, that the Lessor shall in no case take such action until first giving the Lessee written notice of such failure, refusal, or neglect and allowing time periods, if any, as specified in this Lease, within which Lessee may commence a bona fide effort to cure the same.

(3) Equitable Relief: Nothing contained herein shall affect, change, or waive any rights of Lessor or Lessee to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, relating to actions for unlawful detainer, forcible entry, and forcible detainer.

(4) Cumulative Remedies: The remedies of Lessor as provided above are cumulative and in addition to, rather than exclusive of, any other remedy of Lessor herein given or that may be permitted by Law. Any lawful re-entry as provided for herein shall not make Lessor liable in damages or guilty of trespass because of any such lawful re-entry.

B. Default by Lessor: Lessor shall in no event be in default under this Lease unless Lessor shall neglect or fail to perform any of its obligations hereunder and shall fail to remedy the same within twenty (20) Business Days after notice from Lessee to Lessor specifying such neglect or failure, or if such failure is of such a nature that Lessor cannot reasonably remedy the same within such twenty (20) Business Day period, Lessor shall fail to commence promptly (and in any event within such twenty (20) Business Day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity. In no event shall Lessor be liable for any damages based on a default, including without limitation, any special, consequential, or punitive damages. Lessee's sole and exclusive remedy in the event of a default by Lessor shall be to terminate this Lease upon written notice to Lessor. If such written notice is so given, this Lease shall terminate and the parties shall have no further liabilities or obligations hereunder, except as to (i) indemnification obligations for actions or events occurring prior to the date of such termination, to the extent specifically provided for in this Lease.

12. WAIVER OF CONDITIONS OR COVENANTS: Any waiver by Lessor of any breach or any one or more of the covenants, conditions, terms and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of Lessor to require exact, full and complete compliance with any of the covenants, conditions, terms, and agreements of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement between Lessor and Lessee. No delay, failure, or omission of Lessor to re-enter the Premises or to exercise any right, power, privilege, or option, arising from any default shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as

a relinquishment of any right. No notice to Lessee shall be required to restore or revise "time is of the essence" after the waiver by Lessor of any default. No option, right, power, remedy, or privilege of Lessor shall be construed as being exhausted by the exercise thereof in one or more instance. The rights, powers, options, and remedies given Lessor by this Lease shall be cumulative. Any waiver by Lessor must be in writing to be effective.

13. EMINENT DOMAIN: If the whole or any part of the Premises shall be taken by any paramount public authority under the power of eminent domain, then the Term of this Lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right to either cancel this Lease or to continue in the possession of the remainder of these Premises under the terms herein provided. All damages awarded for such taking shall belong to and be the property of Lessor provided, however, that Lessor shall not be entitled to any portion of the award made for loss of structures, buildings, or other improvements or personal property, equipment, and trade fixtures belonging to Lessee immediately prior to the taking of possession by the condemning authority.

14. ASSIGNMENT/SUBLETTING:

A. No Assignment: Lessee shall not, without the prior written consent of Lessor, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein (each a "Transfer"). In addition, for purposes of this Section 15, said consent shall not be unreasonably withheld. If Lessor consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Lessee shall pay to Lessor fifty (50%) of any "Transfer Premium," as that term is defined in this Section 15.A, received by Lessee from such transferee. "Transfer Premium" shall mean all rent, additional rent or other consideration payable by such transferee in connection with the Transfer in excess of the Rent payable by Lessee under this Lease during the term of the Transfer.

For purposes of this provision, the following acts of Lessee shall be considered an assignment requiring the prior written consent of Lessor to be effective:

(1) Any disposition(s) that effectuates a change in the majority control of Lessee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Lease; and

(2) Any assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same hereunder by any entity other than the Lessee (whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism), with or without consideration, for any reason whatsoever.

In the event one of the above occurs without Lessor's express prior written approval, such occurrence shall constitute an Event of Default that shall entitle Lessor, at its sole discretion, to terminate this Lease. In the event of such termination, County shall be entitled to pursue the same remedies against Lessee as it could pursue following an

Event of Default by Lessee pursuant to the terms hereof, including without limitation Section 13, at law and in equity.

B. No Involuntary Assignment: Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, so that the same and the making by Lessee of any general assignment for the benefit of creditors; or the filing of a petition to have Lessee adjudicated a bankruptcy, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; or the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, when such seizure is not discharged within sixty (60) days, shall be a Material Default under this Lease.

C. Leases: The term "Lease" shall mean any lease, license, permit, concession, or other interest in the Premises, or a right to use the Premises or a portion thereof, which is conveyed or granted by Lessee to a third party, and which constitutes less than the unrestricted conveyance of the entire Lessee's interest under this Lease. At least thirty (30) days prior to the proposed effective date of any Lease, Lessee shall submit a copy of such Lease (or assignment or amendment thereof), to the CEO or her authorized designee for approval, which approval shall not be unreasonably withheld. To the extent practical, Lessor shall approve or disapprove said proposed Lease (or assignment or amendment thereof) within thirty (30) days after receipt thereof. In no event, however, shall such Lease (or amendment or assignment thereof) be made or become effective without the prior approval of the CEO. Each such Lease shall specifically provide that the Lessee shall comply with all the terms, covenants, and conditions of this Lease applicable to the portion of the Premises subject to the Lease.

15. ENCUMBRANCES

Lessee agrees that it shall not encumber, hypothecate, or otherwise grant any security interest or lien upon its interest in the Premises. Encumbrance shall mean any direct or indirect grant pledge, assignment, transfer, mortgage, hypothecation, grant of control, grant of security interest, or other encumbrance of or in all or any portion of Lessee's interest under this Lease and estate so created.

16. LESSEE'S FIXTURES AND PERSONAL PROPERTY.

A. Lessee may remove, at its own expense, during or at the expiration of the term or other termination of this Lease, all fixtures, equipment, furniture, and all other personal property (collectively "Lessee Equipment") placed or installed in or upon the Premises by Lessee, provided no Event of Default has occurred and is continuing. Lessee agrees that if so instructed by County, Lessee shall remove, at its own expense, at the expiration or early termination of the term of this Lease, or any holdover period thereof, all Lessee Equipment placed or installed in or upon the Premises by Lessee. In the event Lessee removes any or all fixtures pursuant to this Section, Lessee shall

restore the Premises to the original condition which existed upon the Commencement Date of this Lease, ordinary wear and tear excepted.

B. All Lessee Equipment that was not placed or installed in or upon the Premises by Lessee or replacements of Lessee Equipment placed or installed by Lessor prior to the commencement date of this Lease, shall remain the property of Lessor. Lessee may remove said Lessee Equipment, at its own expense, only upon the prior written consent of Lessor.

C. Any Lessor equipment, furniture, and personal property existing on the Premises as of the commencement date of this Lease shall remain the property of Lessor during and after the expiration of the Lease term. Lessor will be responsible for maintaining its own personal property.

17. HAZARDOUS SUBSTANCES:

A. Definition: For purpose of this Lease, the term Hazardous Substances shall be deemed to include "hazardous substances" as defined in California Health and Safety Code Section 25316, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

B. Warranties, Representations, and Covenants: Lessee hereby warrants, covenants, and represents that it shall not cause the presence, use, storage, or disposal of any Hazardous Substances on or about the Premises without the prior written consent of Lessor, in its sole discretion. Lessee further warrants, covenants, and represents that it shall comply with all applicable laws and regulations concerning the use, release, storage, and disposal by Lessee, its agents, and contractors of Hazardous Substances on the Premises. Lessee waives any and all claims, caused by any soil contaminants both known and unknown by Lessee to exist at, in, or on the Premises as of the Effective Date of this Lease, and agrees to indemnify, defend, save and hold harmless Lessor and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by any soil contaminants known by Lessee to exist at, in or on the Premises as of the Effective date of this Lease but only for those liabilities, expenses or claims arising after the Commencement Date. This indemnification obligation shall survive the expiration of this Lease.

C. Notice: Lessee agrees to immediately notify Lessor when Hazardous Substances have been released on the Premises, upon becoming aware of the same.

D. Indemnity: Lessee agrees to indemnify, defend, and hold harmless Lessor and the Lessor Indemnitees from and against all liability, expense (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Substances on the Premises which is caused by Lessee. The indemnity provided by this Section 19 shall survive the termination of this Lease.

E. Default: Lessee's failure to comply with the provisions of this Section 18 may, in Lessor's sole discretion, be deemed an Event of Default and entitle Lessor to all rights and remedies as set forth in Section 12.

18. SURRENDER OF THE PREMISES; HOLDING OVER: At the end of the Term, Lessee shall quit and surrender to Lessor the Premises vacant, broom-clean, and in good order and condition, ordinary wear and tear excepted. If Lessee fails to vacate the Premises on the last day of the Term in the condition required hereunder, Lessor shall be entitled to re-enter without process and without notice (any notice to quit or of re-entry being expressly waived) using such force as may be reasonably necessary, and alternatively, shall have the benefit of all provisions of applicable law respecting the speedy recovery of possession of the Premises (whether by summary proceedings or otherwise) to the same extent as if statutory notice had been given. In addition to and not in limitation of the foregoing, occupancy subsequent to the last day of the Term ("Holdover Occupancy") shall be a tenancy at will. Holdover Occupancy shall be subject to all terms, covenants, and conditions of the Lease during such Holdover Occupancy. Lessor shall also be entitled to recover all damages, including lost business opportunity regarding any prospective tenant(s) for the Premises, suffered by Lessor as a result of Lessee's Holdover Occupancy.

19. ADMINISTRATION: The CEO or his/her authorized designee shall have the authority to administer this Lease on behalf of County.

20. ALTERATIONS: Except as hereinafter provided, Lessee shall make no additions, installations, improvements, replacements and/or alterations in or to the Premises (hereinafter "Alterations") without the prior written consent of Lessor, which shall not be unreasonably withheld. Consent shall be given or denied within thirty (30) days of receipt of written request, which request shall include a complete set of plans, where applicable, and the estimated cost of such Alterations. Failure to provide written approval or disapproval from the Lessor within thirty (30) days shall be deemed disapproval. Without limiting the scope of Lessor's discretion as to withholding consent to requested Alterations, Lessor may condition its approval thereof upon the delivery by Lessee of payment in full for such Alterations into an escrow account held by Lessor. All Alterations made by or for Lessee shall be done in a good and workmanlike manner and diligently prosecuted to completion, in compliance with applicable law.

21. SECURITY: Lessee shall be solely responsible for security measures at the Premises. Lessee acknowledges that as of the Commencement Date, Lessor has not and will not undertake any duty whatsoever to provide security for the Premises and, accordingly, Lessor is not responsible for the security of same or the protection of Lessee's property or Lessee's employees, invitees, clients, or contractors from any cause whatsoever, including but not limited to criminal and/or terrorist acts. To the extent Lessee determines that such security or protection services are advisable or necessary, Lessee shall arrange for and pay the costs of providing same. Lessor shall have no responsibility to prevent and shall not be liable to Lessee for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from persons gaining access to the Premises, and Lessee hereby releases Lessor and the

Lessor Indemnitees from all liabilities for such losses, damages or injury, regardless of the cause thereof.

22. LESSOR'S RIGHTS OF ACCESS: Lessor reserves unto itself all oil, gas, hydrocarbons, or other minerals in and under the Premises without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Land. Lessor and its agents shall have the right to access the Land for ingress and egress for the duration of this Lease. After reasonable notice (except in emergencies when no such notice shall be required), which may be by telephone or e-mail, Lessor, its agents and representatives, shall have the right (without any obligation so to do) to enter the Premises (i) to inspect the same, (ii) to exercise such rights as may be permitted hereunder, (iii) to make repairs or alterations to the Premises, (iv) to make repairs or perform other obligations if Lessee fails to do so as required hereunder (but the Lessor shall have no duty whatsoever to make any such inspections, repairs, alterations, additions or improvements except as otherwise expressly provided in this Lease), (v) to deal with emergencies, (vi) to post such notices as may be permitted or required by law to prevent the perfection of liens against Lessor's interest in the Premises, (vii) to exhibit the Premises to prospective tenants during the twenty four (24) months preceding expiration of the Term and at any reasonable time during the Term to show the Premises to prospective purchasers, lessors and mortgagees, or (viii) for any other purpose as Lessor may deem necessary or desirable; provided, however, Lessor shall use reasonable efforts not to materially interfere with Lessee's use of or access to the Premises and Lessor shall be accompanied by a designated representative of Lessee if and to the extent Lessee makes such representative available during such entry period. Lessee shall not be entitled to any abatement of rent or other charges, nor shall Lessor be deemed guilty of an eviction, actual or constructive, or any violation of Lessee's quiet enjoyment of the Premises on account of Lessor's access to the Premises pursuant to the provisions of this Section 23 or any other provision of this Lease or applicable law.

23. COUNTY'S LOBBYISTS: Lessee and each lobbyist or lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Lessee, shall fully comply with Lessor's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessee or any Lessor's lobbyist or Lessor lobbying firm retained by Lessee to fully comply with Lessor's Lobbyist Ordinance shall constitute a material breach of this Lease upon which Lessor may immediately terminate or suspend this Lease.

24. NOTICES: Any notices under this Lease must be in writing and must be sent by (i) personal delivery, (ii) by United States registered or certified mail (postage prepaid), or (iii) by an independent overnight courier service, addressed to the addresses specified in Section 1 (the Lease Summary) or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices delivered by overnight courier are deemed effective on the next Business Day

after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

25. GENERAL PROVISIONS:

A. Waiver: The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. All waivers must be in writing to be effective.

B. Marginal Headings: The Section titles in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

C. Time: Time is of the essence for this Lease and each and all of its provisions in which performance is a factor.

D. Recordation: Lessee may not record this Lease at any time without the prior written consent of Lessor.

E. Binding on Successors: Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessee, and whatever the context permits or requires, the successors in interest to the Lessor.

F. Prior Agreements: The Lease, the Note, agreements incorporated by reference, and all attachments and exhibits hereto, contain all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

G. Unavoidable Delay: Any prevention, delay, non-performance or stoppage due to any of the following causes shall excuse non-performance for a period equal to any such prevention, delay, non-performance or stoppage. The causes referred to above are strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, Governmental restrictions or regulations or controls, casualties not contemplated by insurance provisions of this Lease, or other cause beyond the reasonable control of the party obligated to perform. This Section 25.H shall not apply to any monetary obligation set forth in the Lease, and all such monetary obligations shall not be excused in the event of an Unavoidable Delay.

H. Severability: Any provision of this Lease that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Choice of Law and Forum: This Lease shall be governed by the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the courts of the County of Los Angeles, California.

K. Interpretation: Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

L. Administration of Lessor Space: Lessor does not grant or delegate to Lessee hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to the Premises.

M. Conflict of Interest. No Lessor employee whose position in Lessor service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by Lessee herein, or have any other direct or indirect financial interest resulting from this Lease.

N. Solicitation of Consideration. It is improper for any Lessor Officer, employee or agent to solicit consideration, in any form, from a tenant with the implication, suggestion or statement that the tenant's provision of consideration may secure more favorable treatment for the tenant in the award of the lease or that the tenant's failure to provide such consideration may negatively affect Lessor's consideration of the tenant's submission. A tenant shall not offer to or give, either directly or through an intermediary, consideration, in any form, to a Lessor officer, employee or agent for the purpose of securing favorable treatment with respect to award of a lease. Lessee shall immediately report any attempt by a Lessor officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the termination of this Lease.

O. Title. Lessee hereby acknowledges the title of County in and to the Premises, and covenants and agrees never to assail, contest or resist said title.

P. Acknowledgment of Ineligibility for Relocation Assistance. Lessee expressly acknowledges that Lessee will be in possession of the Premises as a result of County's previously acquired property interest. In recognition of such fact, Lessee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

Q. No Presumption Against Drafter: Lessor and Lessee agree and acknowledge that: (i) each has, of its own ability, had its own independent counsel review this Lease; (ii) this Lease has been freely negotiated by Lessor and Lessee; and (iii) in the event of any ambiguity, controversy, dispute or disagreement over the interpretation, validity or enforceability of this Lease or any of its covenants, terms or conditions, no inference, presumption or conclusion whatsoever shall be drawn against Lessor by virtue of Lessor's having drafted this Ground Lease.

26. COUNTERPARTS; ELECTRONIC SIGNATURES: This Lease and any other document 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. Lessor and Lessee (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 defense 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Lease to be subscribed by its Chief Executive Officer or her designee and Lessee has caused this Lease to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

EAST LOS ANGELES WOMEN'S CENTER,
a California non-profit 501(c)3 Organization,

By *B Kappos*
Barbara Kappos, Executive Director

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: *Dawyn R. Harrison*
Deputy

Exhibit A
Premises

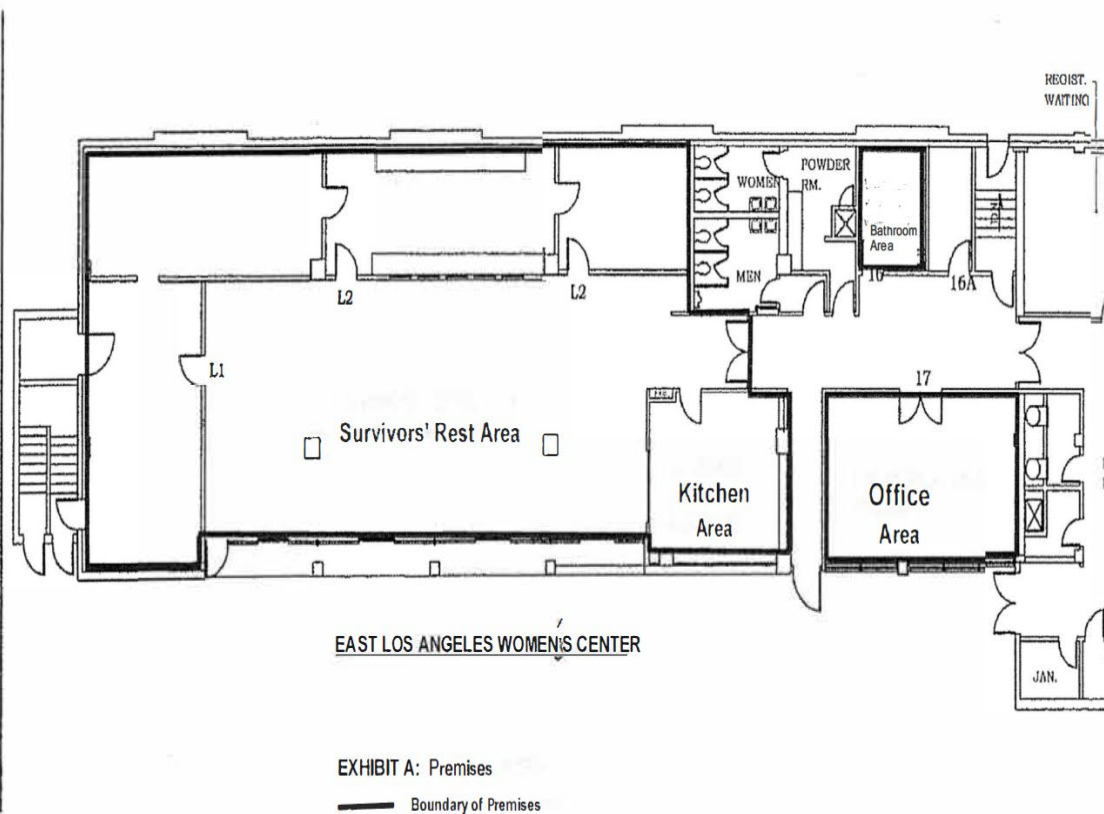


EXHIBIT B

(BUILDING RULES AND REGULATIONS)

The following rules and regulations shall apply to the Licensed Area, the Hospital Campus, the parking areas associated therewith, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Licensee or its invitees, guests, agents and contractors ("Occupants") or used by any occupant for purposes other than ingress and egress to and from their respective licensed area and for going from one to another part of the Building or Campus, as applicable.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Occupants, shall be paid by Licensee.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Licensed Area, Building or the Campus without the prior written consent of County.
4. County shall provide all door locks in the Premises, and Licensee or Occupants shall not place any additional door locks in the Premises. County shall furnish to Licensee a reasonable number of keys to the Premises, and Licensee shall not make duplicates thereof. Licensee must, upon the termination of Licensee's occupancy, restore to County all keys of offices and toilet rooms, mailboxes, either furnished to or otherwise procured by Licensee and, in the event of the loss of any keys so furnished, Licensee shall pay to County the cost thereof.
5. Movement in or out of the Licensed Area or Building of furniture or equipment, or dispatch or receipt by Licensee of any bulky material, merchandise or materials shall be conducted in a safe manner. Licensee assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of County if damaged or injured as a result of acts in connection with carrying out this service for such Licensee.
6. Licensee shall not place a load upon any floor of the Licensed Area which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. County shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by County, stand on such platforms as determined by County to be necessary to properly distribute the weight, which platforms shall be provided at Licensee's expense. Business machines and mechanical equipment belonging to Licensee, which cause noise or vibration that may be transmitted to the structure of the Licensed Area or to any space therein to such a

degree to be objectionable to County, shall be placed and maintained by Licensee, at Licensee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Premises must be acceptable to County. County will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Licensed Area, the Building or the Campus by maintaining or moving such equipment or other property shall be repaired at the expense of Licensee.

7. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than service animals) shall be brought into or kept in, on or about the Premises.

8. Licensee and Occupants shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Building.

9. No machinery of any kind shall be operated by Licensee/Occupants in the Licensed Area without Landlord's prior written consent, nor shall Licensee use or keep in the Building any flammable or explosive fluid or substance.

10. County will not be responsible for lost or stolen personal property, money or jewelry from the Licensed Area, Building or Campus or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

11. No vending or dispensing machines of any kind may be maintained in the Licensed Area or Building.

12. Licensee/Occupants may not enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Building unless accompanied by County employee(s).

13. Licensee shall not permit its employees, invitees or guests to smoke indoors. Nor shall Licensee permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking.

14. Canvassing, soliciting or peddling in or about the Licensed Area, Building or the Campus is prohibited and Licensee shall cooperate to prevent same.

15. County reserves the right to prevent access to the Licensed Area, Building or Campus in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

16. Licensee shall not sell, or permit the sale of newspapers, magazines, periodical or any other goods or merchandise to the Occupants or general public in or on the Licensed Area, Building or Campus. Licensee shall not use the Premises for any business or activity other than that specifically provided for in this License.

17. Licensee shall not install any radio or television antenna, loudspeaker or other devices on the roof or exterior walls of the Licensed Area, Building or Campus. Licensee/Occupants shall not go upon the roof of the Building.

18. Licensee shall not mark, drive nails, screw or drill into the partitions, walls, woodwork or plaster or in any way deface the Licensed Area or any part thereof, except in accordance with the provisions of the License pertaining to alterations. Licensee shall not cut or bore holes for wires. Licensee shall not affix any floor covering to the floor of the Premises in any manner except as approved by County. Licensee shall repair any damage resulting from noncompliance with this rule.

19. Licensee shall store all its trash and garbage within the Licensed Area or in other facilities provided by County. Licensee shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by County.

20. The Licensed Area, Building or Campus shall not be used for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Licensed Area, Building or Campus be used for any improper, immoral or objectionable purpose. No cooking shall be done or permitted within the Licensed Area, Building or Campus, except the use by Licensee of Underwriter's Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages or use of microwave ovens shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and such equipment does not adversely impact or damage the electrical outlets, panels or systems.

21. Without the written consent of County, Licensee shall not use the name of the Building or the Campus in connection with or in promoting or advertising the business of Licensee.

22. Licensee shall comply with all safety, fire protection and evacuation procedures and regulations established by County or any governmental agency from time to time.

23. No firearms of any kind shall be permitted within the Licensed Area, Building or Campus.

24. County reserves the right to exclude or expel from the Licensed Area, Building or Campus any person, including any person who, in the judgment of County, is intoxicated or under the influence of liquor or illicit drugs, or who shall do any act in violation of these rules and regulations.

25. Licensee/Occupants shall not obstruct, alter, or in any way impair the efficient operation of County's heating, ventilating and air-conditioning system.

26. Licensee shall not waste electricity or water and agrees to cooperate fully with County in implementing conservation measures.

27. Licensee shall give County prompt notice of any accidents or defects in the water pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

28. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the License Agreement between County and Licensee.

29. County reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Licensed Area, Building or Campus and for the preservation of good order therein. Licensee agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

30. Licensee shall be responsible for the observance of all of the foregoing rules by Licensee's employees, agents, clients, customers, invitees and guests.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/21/2025	
BOARD MEETING DATE	6/10/2025	
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)	Executive Office of the Board of Supervisors (Executive Office)	
SUBJECT	Authorize the Executive Officer of the Board of Supervisors (Executive Officer) to execute amendments to 10 County Equity Oversight Panel (CEOP) Member contracts to extend the term date.	
PROGRAM	CEOP	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current CEOP contracts are scheduled to expire on June 28, 2025. The Executive Office is currently in the process of re-soliciting for panel member services through a Request for Statement of Qualifications (RFSQ), however, the Executive Office is requesting an extension of the current contracts to allow sufficient time to complete the RFSQ to ensure current CEOP services are not impacted or have a lapse in service.	
COST & FUNDING	Total cost: \$1,000,000 annually. CEOP members serve in a part-time capacity, for a not to exceed annual hourly commitment of 500 hours, and a not to exceed annual monetary amount of \$100,000.	Funding source: Adopted Budget
	TERMS (if applicable): Extend the term date to December 31, 2025, with six (6) optional month-to-month extensions, for a final term date of June 30, 2026.	
	Explanation: N/A	
PURPOSE OF REQUEST	Approval and authority to execute amendments to extend the term dates of the current CEOP contracts to prevent a lapse in service and allow the Executive Office time to re-solicit. The current contracts are set to expire on June 28, 2025.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> Total number of contractors: 10 On May 31, 2011, the Board adopted the County Policy of Equity, a Countywide employment discrimination complaint process, specifically to include the CEOP. The process became effective July 1, 2011 (Board Policy No. 9.015-County Policy of Equity). On April 10, 2018, the Board authorized the Executive Officer to execute CEOP contracts to provide independent civilian oversight panel member services. The current CEOP contracts are scheduled to expire on June 28, 2025. 	
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: This action is consistent with the County's Anti-Racism Board Directed Priority. The CEOP is intended to preserve the dignity and professionalism of the workplace as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vickey Bane, Executive Director, CEOP, (213) 974-9868, vbane@bos.lacounty.gov Susan Huff, Administrative Deputy, (213) 893-2509, shuff@bos.lacounty.gov	

EXECUTIVE OFFICE



**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

EDWARD YEN
EXECUTIVE OFFICER

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

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

June 10, 2025

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

Dear Supervisors:

**RECOMMENDATION TO AMEND COUNTY EQUITY OVERSIGHT PANEL MEMBER
CONTRACTS TO EXTEND THE TERM THROUGH JUNE 30, 2026
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute amendments to 10 County Equity Oversight Panel (CEOP) Member contracts to extend the term date, set to expire on June 28, 2025, through December 31, 2025, plus six optional month-to-month extensions, as needed, for a maximum term of one year, through June 30, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Officer, or designee, to execute ten (10) amendments (Attachment A), in a format substantially similar to the sample amendment provided in Attachment A, for the existing CEOP Member Contracts, to extend the term date through December 31, 2025, with the panel members, identified in Attachment B, to continue providing independent civilian oversight panel member services.
2. Delegate authority to the Executive Officer, or designee, to execute six optional month-to-month amendments to extend the term, if needed, through June 30, 2026.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 10, 2018, the Board authorized the Executive Officer to execute CEOP contracts with nine (9) CEOP contractors to provide independent civilian oversight panel member services. The CEOP is an independent civilian oversight panel comprised of employment law experts and attorneys and/or persons with expertise in conducting employment investigations. The CEOP is primarily responsible for reviewing the preliminary investigations of County Policy of Equity (CPOE) complaints, and County Equity Investigations Unit (CEIU) investigations of potential violations of the CPOE, recommending appropriate dispositions and discipline for violations of the CPOE, and communicating such recommendations to the involved department heads or their designees. Additionally, the CEOP will review CEIU investigations to ensure that they are appropriate, complete, thorough, and fair.

On December 14, 2010, the Board adopted the Chief Executive Office's (CEO) recommendation to create a Countywide employment discrimination complaint process modeled after the Sheriff's Equity Oversight panel process, specifically to include a CEOP.

The current CEOP contracts are scheduled to expire on June 28, 2025. The Executive Office is currently in the process of re-soliciting for panel member services through a Request for Statement of Qualifications (RFSQ), however, the Executive Office is requesting an extension of the current contracts to allow sufficient time to complete the RFSQ to ensure current CEOP services are not impacted or have a lapse in service. Authorization to extend the current contracts will allow the Executive Office to continue staffing the panel so members services are readily available.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

This action is consistent with the County's Strategic Plan, North Star 3, Equity-Centered Policies, to institutionalize the use of an equity lens in County policies and practices. The CEOP is responsible for ensuring all County employees, including board members, supervisors, managers, commissioners, applicants, interns, outside vendors, and volunteers are treated in a manner that is equitable and free from discrimination, sexual harassment, harassment (other than sexual), retaliation and inappropriate conduct toward others based on a state or federal protected characteristic.

FISCAL IMPACT/FINANCING:

CEOP members serve in a part-time capacity, for a not to exceed annual hourly commitment of 500 hours, and a not to exceed annual monetary amount of \$100,000.

Funds for this action are available in the Executive Office, Board of Supervisor's Fiscal Year 2025-2026 Adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On May 31, 2011, the Board adopted the County Policy of Equity, a Countywide employment discrimination complaint process, specifically to include the CEOP. The process became effective July 1, 2011 (Board Policy No. 9.015-County Policy of Equity).

On June 28, 2011, the Board approved an initial round of contacts to allow the CEOP to become operational by July 1, 2011. These contracts expired June 28, 2018. On April 10, 2018, the Board authorized the Executive Office to reauthorize and execute nine (9) existing County Equity Oversight Panel (CEOP) Member contracts, which are currently set to expire on June 28, 2025.

By approving the action requested herein, the Board will allow the CEOP to continue to be operational until the expiration of the existing contracts and allow the Executive Office sufficient time to re-solicit for panel member services.

CONTRACTING PROCESS

For the current contract and in accordance with the County's contracting procedures and requirements, Resumes were solicited from interested persons with the requisite experience and expertise. Interviews were conducted by County representatives from the Executive Office, Board of Supervisors, the County Department of Human Resources, and the County Counsel's Office. The current CEOP Member Contract is attached (Attachment C).

IMPACT ON CURRENT SERVICES:

Approval of the recommended action will allow the CEOP to continue providing necessary panel members services to foster the CPOE's objectives to preserve the dignity, integrity, respect, and professionalism of the workplace, as well as to protect the right of all employees to be free from discrimination, sexual harassment, harassment (other than sexual), retaliation and inappropriate conduct toward others based on a state or federal protected characteristic. Extending the current CEOP contracts will have no negative impact on current County operations and services and will allow the Executive Office the necessary time needed to solicit for panel member services.

The Honorable Board of Supervisors
June 10, 2025
Page 4

Respectfully submitted,

Edward Yen
Executive Officer, Board of Supervisors

EY: sp

Attachments

c: Chief Executive Officer
County Counsel

**CONTRACT FOR
COUNTY EQUITY OVERSIGHT PANEL MEMBER SERVICES**

AGREEMENT NO. __

AMENDMENT NO. ____

THIS AMENDMENT is made and entered into this ____ day of _____, 2025,

by and between

COUNTY OF LOS ANGELES,
(hereafter referred to as "County"),

and

NAME
(hereafter referred to as "Contractor")
ADDRESS

RECITALS

WHEREAS, on April 10, 2018, the Board of Supervisors (hereinafter the "Board") authorized the Executive Officer of the Board to enter into and execute a contract for County Equity Oversight Panel (CEOP) Member services with Contractor, further identified as Contract No. _ (hereafter referred to as "Agreement");

WHEREAS, on June 3, 2025, the Board authorized the Executive Officer of the Board to amend the current Agreement, to extend the term date from June 28, 2025, to December 31, 2025;

WHEREAS, the County and the Contractor mutually agree to amend the Agreement, to extend the term date;

WHEREAS, the Executive Officer of the Board is authorized to execute the Amendment;

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the parties that the Agreement shall be amended as follows:

1. This Amendment shall commence on the date of execution by the Executive Officer of the Board, or designee.
2. The term of this Agreement shall be amended to extend the term date from June 28, 2025, to December 31, 2025.
3. Except for the changes expressly set forth herein, the Agreement shall not be changed in any respect by this Amendment.

///

IN WITNESS WHEREOF, the parties hereto have executed this Amendment:

COUNTY OF LOS ANGELES

By _____

EDWARD YEN
Executive Officer,
Board of Supervisors

CONTRACTOR

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By _____
Lawrence Green
Senior Deputy County Counsel

**COUNTY EQUITY OVERSIGHT PANEL (CEOP)
MEMBER CONTRACTS**

1. Angela Reddock-Wright, APLC, dba Reddock Law Group
2. Gary A. Bacio
3. Jacqueline J. Harding, Partner with Wilson, Elser, Moskowitz, Edleman, and Dicker, LLP.
4. Richard D. Klinger
5. Roberta M. Yang
6. Ronald N. Wilson
7. Constance M. Komoroski
8. Gail Glick
9. Leb Dispute Resolutions, Michael Leb
10. Mercedes Cruz, an attorney at Leal and Trejo APC

Contract No. _____

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and _____, to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE"), Sheriff's Department Policy of Equality ("POE") investigations, and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, by adoption by the Board of Supervisors, the CEOP has been effectively operating since 2011, the process of which stemmed from an Equity Oversight Panel ("EOP") also operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the County in the performance of statutory duties; and

WHEREAS, the CEOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the CEOP Member agree as follows:

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing investigations of potential violations of the CPOE and the Sheriff's POE to recommending appropriate dispositions and discipline for violations of the CPOE and the POE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The CEOP is an independent oversight panel. The CEOP only has authority to act as a Panel, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to make any recommended action.

C. Independent Contractor Status

CEOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall CEOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification," below.

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement.

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 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. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide CEOP Member, at no cost to CEOP Member, office space at a County facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office space, equipment, and/or staff support and assistance utilized by CEOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of CEOP Member.

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall

perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") and Sheriff's Department POE investigations, to ensure that investigations are appropriate, complete, effective, and fair;
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU and Sheriff's POE investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") and Sheriff's Department POE intake initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity-related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the Executive Director of the County Equity Oversight Panel (EDCEOP), to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and Sheriff's Department POE investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU or Sheriff's Department POE investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no

more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of investigative packages.

2. Non-delegable Duties

The duties of CEOP members identified in this Agreement are non-delegable duties and are to be performed personally by each CEOP member.

F. Access to Records

CEIU and Sheriff's Department POE investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU or Sheriff's Department POE investigative packages from the secure location.

G. No Conflict

CEOP Members may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the CEOP Member's term pursuant to this contract terminates.

H. Confidentiality

CEOP Members will be subject to a separate confidentiality agreement, which shall be executed by each CEOP Member prior to the assumption of his or her duties. CEOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Terms

1. CEOP Member

a. The term of this contract will commence upon execution by the Executive Officer of the Board, through delegated authority provided by the County's Board of Supervisors and expire on June 30, 2023.

b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of seven (7) years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

c. The CEOP Member shall notify the EDCEOP at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

CEOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200.00 per hour.

Services are to be performed on an hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the:

Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-28, Los Angeles, California 90012.

Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The EDCEOP will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by delegated authority of its Board of Supervisors has caused this Agreement to be executed by the Executive Officer of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this _____ Day of _____, 202_.

COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By: EDWARD YEN

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: _____

Print Name: _____

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By _____
LAWRENCE GREEN
Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/21/2025
BOARD MEETING DATE	6/10/2025
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)	Board of Supervisors, Executive Office
SUBJECT	Authorize the Executive Officer of the Board of Supervisors (Executive Officer) to execute an Amendment to a Memorandum of Understanding between the County and the Los Angeles County Development Authority (formerly Community Development Commission (LACDC)) for Policy of Equity Services, executed on January 16, 2018.
PROGRAM	Policy of Equity 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
	If Yes, please explain why: N/A
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.
DEADLINES/ TIME CONSTRAINTS	No specific deadline or time constraints identified. The amendment will be effective following Board approval and execution by all parties and will remain in full force and effect until terminated by either party upon 90 days written notice.
COST & FUNDING	Total cost: \$0 Funding source: N/A
	TERMS (if applicable): LACDA will reimburse the County for services provided under the amended MOU.
	Explanation: There will be no increase in Net County Cost.
PURPOSE OF REQUEST	To mitigate any potential conflicts of interest for LACDA executive office, human resources, and division director staff by vesting authority over these complaints within the CPOE process, while providing LACDA the authority to assess, investigate, and disposition complaints involving remaining staff.
BACKGROUND (include internal/external issues that may exist including any related motions)	On January 16, 2018, an MOU was issued between the Los Angeles County Development Authority and the County for Policy of Equity (POE) services for all employees. Following the removal by the Board of the Executive Director of the then LACDC in October of 2017, the Board approved a recommendation that the CPOE program manage all LACDA POE complaints while adjustments occurred at LACDA to address workplace culture. Since LACDA circumstances justifying the MOU no longer exist, moving forward the County will provide services limited to LACDA's complaints involving LACDA executive office, human resources, and division director staff, while all other LACDA complaints will be reviewed, assessed, investigated, and addressed by LACDA.
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: Susan Huff, Administrative Deputy, (213) 893-2509, SHuff@bos.lacounty.gov Vickey Bane, CEOP Executive Director, (213) 974-9868, ybane@bos.lacounty.gov

EXECUTIVE OFFICE



**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

EDWARD YEN
EXECUTIVE OFFICER

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

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

June 10, 2025

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

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

Dear Supervisors/Commissioners:

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

SUBJECT

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

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

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. Authorize the County's Executive Officer or their designee to execute the amendment to the January 16, 2018, Memorandum of Understanding with LACDA for POE services, attached in substantially final form, and to execute any necessary amendments in the future.

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

1. Authorize the Executive Director, or designee, to execute the amendment to the January 16, 2018, Memorandum of Understanding with the County of Los Angeles for Policy of Equity services, attached in substantially final form, and to execute any amendments necessary for said County services.

PURPOSE/JUSTIFICATION FOR RECOMMENDED ACTION

Background

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

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

resources employees of LACDA. The County will also continue to provide access to online and in-person training for all LACDA employees, including all managers and supervisors.

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

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

Given the small number of LACDA POE complaints filed involving executive and management staff, the appropriation adjustment included in the January 16, 2028 MOU for increases to Services and Supplies and increases to revenue budget is no longer necessary. Funds for the current fiscal year will be incorporated in LACDA's approved Fiscal Year 2024-2025 budget as needed. Funds for futures years will be included in LACDA's annual budget approval process. There will be no increase in Net County Cost. Funding for services under the amended MOU will be requested in the FY 2025-2026 budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Honorable Board of Supervisors

June 10, 2025

Page 2

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

Respectfully submitted,

EDWARD YEN
Executive Officer
Board of Supervisors

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

EY:VB:BS

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

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

Amendment No. 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Section 4, COUNTY RESPONSIBILITIES:

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

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

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

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

“Section 5, LACDA RESPONSIBILITIES:

A. LACDA will ensure that all covered LACDA employees complete

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

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

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

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

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

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

H. Intentionally Left Blank:

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

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

COUNTY OF LOS ANGELES:

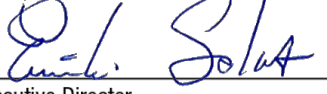
Date

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

Date

Administrative Policies and Procedures

Approved by:


Executive Director

10/31/2024

Date

<input type="checkbox"/> Original
<input type="checkbox"/> Complete Revision
<input type="checkbox"/> Partial Revision

1.42.0 Policy of Equity

1.42.1 PURPOSE

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

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

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

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

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

1.42.2 PROTECTED CHARACTERISTICS

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

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

1.42.3 PROHIBITED CONDUCT

The following types of conduct are prohibited by this Policy:

Section 1. Discrimination

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

Section 2. Sexual Harassment

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

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

Section 3. Harassment (Other Than Sexual)

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

Section 4. Third-Person Harassment

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

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

Section 5. Inappropriate Conduct Toward Others

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

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

Section 6. Retaliation

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

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

Section 7. Duty to Cooperate

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

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

Section 8. Confidentiality

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

Section 9. Duties of All Supervisors and Managers

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

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

The supervisor or manager must:

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

Section 10. Additional Duties of All Supervisors and Managers

Supervisors and managers are also responsible for:

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

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

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

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

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

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

1.42.5 REPORTING VIOLATIONS OF THIS POLICY

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

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

1.42.6 PROCEDURES: COMPLAINT PROCESS

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

The CISU may be reached as follows:

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

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

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

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

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

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

1.42.7 PROCEDURES: FILING WITH FEDERAL AND STATE AGENCIES

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

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

1.42.8 DUE PROCESS, GRIEVANCE AND APPEAL RIGHTS

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

1.42.9 TRAINING

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

END OF POLICY



LORI GLASGOW
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

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

MEMBERS OF THE BOARD

HILDA L. SOLIS

MARK RIDLEY-THOMAS

SHEILA KUEHL

JANICE HAHN

KATHRYN BARGER

January 16, 2018

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

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

Dear Supervisors/Commissioners:

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

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2-D January 16, 2018

LORI GLASGOW
EXECUTIVE OFFICER

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

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

FISCAL IMPACT/FINANCING

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

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,



LORI GLASGOW
Executive Officer, Board of Supervisors



MONIQUE KING-VIEHLAND
Acting Executive Director,
Community Development Commission

LG:vb

Enclosures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. COUNTY RESPONSIBILITIES:

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

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

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

5. COMMISSION RESPONSIBILITIES: The Commission agrees to:

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

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

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

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

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

6. MUTUAL RESPONSIBILITIES:

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

7. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date

Date

142 Policy of Equity

POLICY

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

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

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

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

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

PROHIBITED CONDUCT

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

Section 1. Discrimination

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

Section 2. Sexual Harassment

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

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

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

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

Section 3. Unlawful Harassment (Other Than Sexual)

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

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

Section 4. Third-Person Harassment

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

Section 5. Inappropriate Conduct Toward Others

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

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

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

Section 6. Retaliation

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

Section 7. Duty to Cooperate

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

Section 8. No Retaliation

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

Section 9. Confidentiality

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

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

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

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

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

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

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

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

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

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

Adverse employment actions like discharge and/or demotion.

Scope of Coverage

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

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

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

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

Reporting Violations of This Policy

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

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

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

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

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

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

Section 10. Procedures—Duties of Supervisors and Managers

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

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

NOTE:

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

Section 11. Duty of All Supervisors and Managers to Report

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

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

Section 12. Additional Duties of All Supervisors and Managers

Supervisors and managers are also responsible for:

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

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

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

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

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

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

Section 13. Additional Duties of Department Heads/Directors

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

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

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

Due Process, Grievance and Appeal Rights

A. Employee Rights

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

Procedures: External Complaint Monitoring

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

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/21/2025		
BOARD MEETING DATE	6/3/2025		
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)	Board of Supervisors		
SUBJECT	Authorize the Executive Office of the Board of Supervisors to employ a retired County employee on a temporary basis and Grant An Exception to the 180-Day Waiting Period Required Under the CA Public Employee's Pension Reform Act		
PROGRAM			
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:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	\$TBD	Board of Supervisors existing budget	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	To request the Board's approval to waive the 180-day break in service requirement and reinstate retired employee, Sandra Cruz, as a 120-day retiree, where she will provide administrative support to the Fifth District Supervisor.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Sandra Cruz retired from County service on December 28, 2024, as the Scheduler/Executive Assistant to the Fifth District Supervisor and served as such dating back to 1998. During her tenure, she played a critical role in managing, organizing and directing all matters involving the Supervisor's schedule as well as processing all communication requiring the Supervisor's review and/or signature. She has valuable institutional knowledge and strong relationships across the Board offices and the County Departments and external stakeholders.		
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 type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Susan Huff, Administrative Deputy, shuff@bos.lacounty.gov Luz Luna Sepulveda, DHRM, lluna@bos.lacounty.gov		

EXECUTIVE OFFICE



BOARD OF SUPERVISORS

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EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
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June 3, 2025

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:

APPROVE THE REEMPLOYMENT OF RETIRED COUNTY
EMPLOYEE AS A 120-DAY TEMPORARY EMPLOYEE
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The LA County Executive Office of the Board of Supervisors (EO) is requesting that the Board of Supervisors (Board) grant an exception to the 180-day waiting period required under the California Public Employees' Pension Reform Act of 2013 (PEPRA), with regards to reemploying retired County employees as 120-day temporary employees.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize EO immediate reemployment of Ms. Sandra Cruz as a 120-day temporary employee upon Board approval, waiving the 180-day waiting period required under Government Code Section §7522.56 (Code).
2. Approve the request to allow Ms. Cruz to be reinstated as a 120-day retiree at the salary level commensurate with her salary prior to retirement for up to 960 total hours of work in a fiscal year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Mrs. Cruz retired from County service on December 28, 2024, as the Scheduler/Executive Assistant to the Fifth District Supervisor. She had served as Scheduler/Executive Assistant to Supervisor Kathryn Barger both during and prior to her election as Supervisor dating back to 1998. During her tenure, she played a critical role in managing, organizing and directing all matters involving the Supervisor's schedule as well as processing all communication requiring the Supervisor's review and/or signature. Not only did she handle all of her responsibilities

exceptionally well, but she has valuable institutional knowledge and strong relationships across the Board offices and the County Departments and external stakeholders.

As the prior Scheduler/Executive Assistant, Mrs. Cruz has a deep understanding of County policies and procedures necessary to fulfill the duties of a Scheduler/Executive Assistant. Mrs. Cruz' reemployment is necessary to onboard the Supervisor's new Scheduler/Executive Assistant.

Implementation of Strategic Plan Goals

The recommended action supports Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan, maximizing public services by reemploying experienced former employees, and promoting sound and prudent fiscal practices by reducing overtime and training costs.

FISCAL IMPACT/FINANCING

The cost of the recommended actions will be absorbed within the Department's existing budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Code, a retiree must wait 180 days from the date of retirement before returning to work for the County on a temporary basis. An exception to this rule is allowable if the employer certifies that the employee's immediate reinstatement is necessary to fill a critically needed position and provided that the hiring has been approved by the Board in an open meeting.

LA County Executive Office of the Board of Supervisors requests that the Board grant an exception to this 180-day rule, recognizing the importance of Mrs. Cruz assisting the Fifth District's in accomplishing its continuing initiatives. Therefore, it is critical to have Mrs. Cruz start as soon as possible.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will help to ensure that the Department can continue critical departmental and Countywide projects.

CONCLUSION

The immediate reemployment of Mrs. Cruz as a temporary employee will be critical for the operational needs of the Fifth District.

If there are any questions or a need for additional information, please contact me at (213) 974-4100.

The Honorable Board of Supervisors
June 3, 2025
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Respectfully submitted,

Edward Yen
Executive Officer

EY:SH:AM

C: County Counsel