



County of Los Angeles
**CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER**

SACHI A. HAMAI
Chief Executive Officer

DATE: February 4, 2016
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Three (3) minutes are allowed for each item.

1. Call to order – James Blunt - Gevork Simdjian
 - A) **AUTHORIZE FUNDING AGREEMENT WITH NATURAL HISTORY MUSEUM FOUNDATION AND APPROVE RELATED ACTIONS FOR IMPLEMENTATION OF THE EDUCATION AND COMMUNITY FACILITY PROJECT APPROPRIATION ADJUSTMENT**
NHM – Dawn McDivitt or designee
 - B) **Board Notification – SOLE SOURCE AMENDMENT TO AGREEMENT WITH MORPHOTRUST FOR LIVESCAN EQUIPMENT MAINTENANCE AND SUPPORT**
LASD – Jim McDonnell, Sheriff or designee
 - C) **Board Letter – APPROVAL OF AN ORDINANCE AMENDING TTCs TITLE SEARCH, PARTY OF INTEREST NOTIFICATION AND PERSONAL CONTACT FEES FOR THE SALE OF TAX-DEFAULTED SECURED PROPERTY**
TTC – Joe Kelly or designee
 - D) **Board Letter – AGREEMENT WITH CHARTER COMMUNICATIONS FOR COUNTYWIDE CARRIAGE OF THE LA COUNTY CHANNEL AND LOCALLY PRODUCED SPORTS PROGRAMMING FOR THE MONROVIA AREA**
CEO – David Sommers or designee
 - E) **Board Letter – AUTHORIZATION FOR THE DCBA TO SIGN AND EXECUTE AN MOU WITH THE LEGAL AID SOCIETY OF ORANGE COUNTY TO ENHANCE DEBT COLLECTION WORKSHOP OPERATIONS**
DCBA – Brian Stiger or designee
2. Public Comment
3. Adjournment



February 16, 2016

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

Natural History Museum
of Los Angeles County
900 Exposition Boulevard
Los Angeles, CA 90007
Tel 213.763.3301
Fax 213.746.7538
lbv@nhm.org

DR. LORI BETTISON-VARGA
President and Director

Dear Supervisors:

**AUTHORIZE FUNDING AGREEMENT WITH
NATURAL HISTORY MUSEUM FOUNDATION AND APPROVE RELATED
ACTIONS FOR IMPLEMENTATION OF THE
EDUCATION AND COMMUNITY FACILITY PROJECT
APPROPRIATION ADJUSTMENT
(SECOND DISTRICT)
(3 VOTES)**

SUBJECT

The recommended actions will authorize a funding agreement with the Natural History Museum Foundation for a grant of \$3.5 million for the implementation of the Natural History Museum of Los Angeles County's Education and Community Facility Project located at the Exposition Park site.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed project is exempt from the California Environmental Quality Act, for the reasons stated in this letter and in the record of the Project.
2. Determine that in accordance with Section 26227 of the Government Code, the proposed actions will serve public purposes by funding programs necessary to meet the social needs of the population of the County.
3. Approve appropriation adjustment in the amount of \$3.5 million to increase the 2015-16 appropriation in Project and Facility Development Fund from the Various Second District Capital Improvements (Capital Project No. 77044) to fund the Natural History Museum Foundation's implementation of the Education and Community Facility Project.
4. Authorize the Chief Executive Officer or her designee to execute a funding agreement with the Natural History Museum Foundation in the amount of \$3.5 million and take any other actions and execute any other documents

consistent with and necessary for the implementation of the Education and Community Facility Project.

5. Authorize the Museum of Natural History Foundation to proceed with implementation of the Education and Community Facility Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed Education and Community Facility Project (Project) will allow for the expansion of the Natural History Museum's (Museum) current and future education programs. The proposed Project includes the construction of a new education/community room, an outdoor education classroom courtyard; office space; purchase and installation of a new Butterfly Pavilion; and a cohesive landscaping scheme for the Museum's south entrance that will complement the Museum's signature nature gardens at the north entrance. The proposed Project will also serve as the temporary location for the Los Angeles County (County) Constituent Service Center, Community Room, and Second District offices currently located in Exposition Park but being displaced due to the planned demolition of the building in which they are currently located.

Background

The Museum's entire educational program serves over 227,000 students and teachers each year. Museum programming is developed for pre-kindergarten through high school ages. Depending on the student age group, teachers' programs offer students the opportunity to learn about the history of our planet and life on it - from meteorites to mammals - through interactive stories and hands-on experiences both indoors and outdoors through the Age of Mammals and LA history exhibits and Dinosaur Hall, North American and African classic diorama halls, as well as the Nature Lab and Nature Gardens providing environmental education.

In 1998-99 the Museum purchased and installed one of the first ever Butterfly Pavilions. This temporary facility made of wood struts and shade cloth was intended to last one year but has been utilized for 15 years, much longer than its useful life. This facility allowed the Museum to educate the public through participatory discovery of nature and the importance of preserving habitat for butterflies and other pollinators. The current facility is 15 years old and repair is cost prohibitive. In addition, the popularity of this visitor exploration of nature has necessitated the Museum to relocate and expand the pavilion with queuing area as the existing space can no longer accommodate the current volume of visitor attendance and education programming.

Proposed Project

One of the highest Museum priorities is to adequately address the educational needs of students and teachers and to expose future generations to the wonders of the natural world. The Museum intends to increase its capacity to accommodate current and future growth of school children and teacher visits. The proposed Project will permit the Museum to expand the educational and school visit programs without impacting the use of public collection space in the current Museum building.

Students arriving at the Museum during the morning hours will begin their learning experiences at a new educational/community area. The proposed Project includes a 2,400 square-foot outdoor education courtyard, a new 6,500 square foot one story building consisting of a 2,100 square-foot education/community room and a 4,400 square-foot office space, a new 3,200 square-foot replacement Butterfly Pavilion, and site landscaping that will complement the Nature Gardens. The new proposed area will allow the museum to improve logistics in order to accommodate larger school group visits especially in inclement weather and serve families and children on weekends.

Site preparation for the proposed Project requires the proposed new Butterfly Pavilion to be relocated adjacent to its current location, along the southern border of the property that the Museum leases from the State. The proposed Butterfly Pavilion will be constructed of metal struts and mesh in compliance with the United States Department of Agriculture requirements for insects. The new proposed Butterfly Pavilion interior will have a larger flight area than the current pavilion, which substantially improves and further optimizes the butterfly environment, as well as an entrance and exit antechamber into the flight area, and a slightly smaller store section.

The proposed office and community room space will be utilized for the Museum's educational programs and to conduct informational, educational, and departmental meetings for and with community members on local issues. The proposed office and community room space will also be available as a temporary location for the County's Constituent Service Center, Community Room, and Second District Offices currently located in Exposition Park upon completion of the Project. Due to the imminent construction by the California Science Center of a new building in Exposition Park to serve as the permanent exhibition space for the Space Shuttle Endeavor, the building that currently houses these functions is scheduled to be demolished in 2016. The temporary relocation of these functions to the proposed office and community space will facilitate the communication and distribution of information to constituents, promotion of County programs, and general

enhancement of County services and public engagement. However, in anticipation of continued increases in the use of the Butterfly Pavilion and growth in the Museum's educational and community programming, the entirety of the proposed office and community room space will be fully utilized for Museum operations and programming beginning in December 2020.

To minimize the negative impact on the Museum's revenue, the new Butterfly Pavilion must be completed by mid-April 2016 to release butterflies for the public opening scheduled for mid-May, 2016. The Foundation is prepared to begin site preparation, utilities relocation, and construction upon Board approval.

Exposition Park is a Southern California destination and a valuable community resource that is conveniently located and offers access to a broad range of public and educational services from public and private entities including the California Science Center, the County's Natural History Museum, the California African American Museum, the University of Southern California, the Los Angeles Memorial Coliseum, the Los Angeles Memorial Sports Arena, City of Los Angeles Parks and Recreation Department's Expo Center, the Los Angeles Unified School District Alexander School, and various other entities and State government offices. The proposed Project is in close proximity to public transportation routes, including the new Exposition Light Rail line, and offers ample on-site public parking. The extreme accessibility of this location provides vast opportunities to offer services to the residents of the County.

Implementation of Strategic Plan Goals

This proposed Project will implement the Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2) which directs that we enrich the lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges.

FISCAL IMPACT/FINANCING

The estimated cost to purchase and install a new replacement Butterfly Pavilion; construct a new community room, an outdoor education classroom courtyard, and office space; and install a cohesive landscaping scheme is \$3.5 million. The estimated cost includes consultant fees, permits, and a contingency not-to-exceed 15 percent. The total estimated cost of the proposed Project will be funded from Second District Various Capital Improvements.

It is requested that the Board approve the appropriation adjustment in the amount of \$3.5 million to increase the 2015-16 appropriation in Project and Facility Development Fund from the Various Second District Capital Improvements (CP No. 77044).

The proposed funding agreement will authorize a grant in the amount of \$3.5 million to the Foundation for implementation of the proposed Project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code 26227, the County of Los Angeles Board of Supervisors may expend money for projects and/or programs which the Board of Supervisors determines will serve the social needs of the County, and the County may contract with other public agencies, private agencies, non-profit entities, or individuals for those projects and /or programs. The purpose of this proposed Project as described is to contribute funding to serve the social needs of the County in the area of student and teacher education, particularly education about the natural world.

The Los Angeles County Natural History Museum Foundation (Foundation), through its 1994 Agreement between the County and the Foundation, operates and maintains the Museum, the George C. Page Museum and La Brea Tar Pits in Hancock Park, and the William S. Hart Museum in Newhall.

The Foundation is a 501(c) (3) not for profit entity, which supports the Museum and is authorized to carry out a number of duties and responsibilities, including construction of various additions and improvements to Museum buildings and galleries. It is proposed that the Foundation have the responsibility for contracting for and managing the proposed Project construction as described in this letter.

Upon substantial completion of construction, the proposed Project will become an asset of the County. Construction of the proposed Project will be completed in compliance with the Americans with Disabilities Act (ADA) and Building Codes.

The proposed Project is located within the County's long-term ground lease footprint between the County and the State in Exposition Park. The recommendations for this funding and improvements to the County's Museum have been noticed consistent with applicable County procedure.

The authorization by the Board will delegate authority to the Chief Executive Officer to execute a funding agreement in the amount of \$3.5 million with the Foundation from Various Second District Capital Improvements (Capital

Project No. 77044), for the Project described above and any other necessary implementing documents.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Project, to replace a 3,200 square foot Butterfly Pavilion, construct a separate 6,500 square foot one-story building with an educational/community room and office space, and install new landscaping is within classes of projects that have been determined by the State Office of Planning and Research not to have a significant effect on the environment because it meets the criteria set forth in Sections 15301, 15302, 15303, 15304, and 15311 of the State CEQA Guidelines, as well as the parallel provisions in Classes 1, 2, 3, 4 and 11 of the County's Environmental Document Reporting Procedures and Guidelines Appendix G. These classes apply to the demolition and construction of new and replacement small and accessory structures of the same capacity on the same site to serve existing public facilities, minor alternations to land, including new landscaping not involving removal of mature trees, and minor alternation of existing public facilities with negligible or no expansion of use.

The proposed Project is not in a sensitive environment, and there are no cumulative impacts of successive projects of the same type in the same place, or unusual circumstances, as there are none. Further, the record indicates that the proposed Project improvements will not touch or impact the 1913 and 1920s Museum buildings and will not have any substantial adverse changes on the significance of the historical resources, or other limiting factors which would make these exemptions inapplicable based upon the proposed Project records.

CONTRACTING PROCESS

The Foundation will manage and deliver the proposed Project within its existing contracting policies and procedures, including prevailing wage requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Project will provide much needed educational programming space for the Museum's annual attendance in excess of 1.2 million visitors including 227,000 students and teachers. During construction, access to the Museum's south and north entrances, including ADA access will be unaffected.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two certified copies of the Minute Order, and the adopted and stamped Board letter to the Natural History Museum, 900 Exposition Boulevard, Los Angeles, CA 90007 for further processing.

Respectfully submitted,

DR. LORI BETTISON-VARGA
Director

LBV:DKM

Attachment

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

BOARD LETTER FOR EDUCATION AND COMMUNITY FACILITY PROJECT

February 2, 2016

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

Dear Supervisors:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A
SOLE SOURCE AMENDMENT TO AGREEMENT NUMBER 77869 WITH
MORPHOTRUST USA, INCORPORATED FOR LIVESCAN EQUIPMENT
MAINTENANCE AND SUPPORT SERVICES**

SUBJECT

This letter provides advance notification to the Board that the Los Angeles County (County) Sheriff's Department (Department) intends to enter into negotiations for a Sole Source Amendment (Amendment) to Agreement Number 77869 (Agreement) with MorphoTrust USA, Incorporated (MorphoTrust) for continued maintenance and support of the Department's livescan equipment, which will add approximately \$3,183,522 to the Maximum Contract Sum.

PURPOSE

The Amendment will extend the term of the Agreement for one year with up to 12 additional months for continued maintenance and support of livescan equipment utilized by the Department and other law enforcement agencies within the Los Angeles County Regional Identification System (LACRIS), while the Department completes its solicitation for implementation of a replacement system. The current livescan system is a mission-critical application customized to meet the specific needs of the Department. The Agreement expires on November 30, 2016.

BACKGROUND

In 2005, the County purchased 173 new livescan devices through the Internal Services Department (ISD). The devices are housed in every Sheriff's station, police station, criminal booking facility, the Coroner's Office, the District Attorney's Office, Probation Department's offices, and all but two of the courthouses in the County. The livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County.

On November 25, 2008, the Board approved Sole Source Agreement Number 76819 for a term of four years with Identix Incorporated. The agreement expired November 30, 2012.

On November 20, 2012, the Board approved a successor Sole Source Agreement Number 77869, with MorphoTrust (formerly Identix, Incorporated), which expires on November 30, 2016, and is in its final option year.

The Department has engaged a consultant to work on a Request for Proposals (RFP) to purchase a replacement system. The acquisition of a replacement system will allow the Department to take advantage of new and emerging technologies that cannot be acquired within the scope of the current Agreement.

The Agreement was amended on three prior occasions to exercise the option term extensions, add new County-mandated provisions, and memorialize the merger of Identix, Incorporated with MorphoTrust.

FISCAL IMPACT/FINANCING

The Department will seek approval from the Remote Access Network (RAN) Board to fund the cost of the proposed Amendment through the Automated Fingerprint Identification System (AFIS) Fund (Number 41079). The expenditures for these services are estimated to be \$1,591,761 annually or \$132,647 monthly, at no cost to the County.

SOLE SOURCE JUSTIFICATION

The Amendment is necessary to ensure that the livescan equipment, digital camera systems, and printers continue to operate efficiently and effectively. The Agreement provides for a contingency fund to procure additional software, hardware, and professional services on an as-needed basis, allowing the equipment to remain fully functional and up-to-date throughout the term of the Agreement.

MorphoTrust is the sole provider of support and maintenance services for all enrollment equipment in the County. The livescan devices in use are comprised exclusively of proprietary hardware and software customized to meet the needs of the Department and other LACRIS agencies. The livescan equipment, hardware, and software can only be maintained by MorphoTrust, since MorphoTrust does not license, certify, or otherwise endorse any third party to provide maintenance or support services to its proprietary technology.

The proposed Amendment will also allow the Department to complete the solicitation process that has been initiated for a new livescan capture solution.

The Chief Information Office has reviewed and concurs with this Sole Source approach.

CONCLUSION

Pursuant to Board policy, the Department will proceed with Sole Source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Contracts Manager Angelo Faiella, Contracts Unit, at (213) 229-3259.

Sincerely,

JIM McDONNELL
SHERIFF



JOSEPH KELLY
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CALIFORNIA 90012
TELEPHONE: (213) 974-2101 FAX: (213) 626-1812



HOME PAGE
TTC.LACOUNTY.GOV

PROPERTY TAX PORTAL
LACOUNTYPROPERTYTAX.COM

DATE

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

Dear Supervisors:

**APPROVAL OF AN ORDINANCE AMENDING
THE TREASURER AND TAX COLLECTOR'S TITLE SEARCH,
PARTY OF INTEREST NOTIFICATION AND PERSONAL CONTACT FEES
FOR THE SALE OF TAX-DEFAULTED SECURED PROPERTY
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval to adopt an ordinance amending the Treasurer and Tax Collector's (TTC) fees to allow cost recovery related to conducting title search, statutorily required party of interest notification and statutorily required personal contact for tax-defaulted secured property subject to the Tax Collector's power to sell (STPTS).

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING:

Approve and adopt the attached ordinance, amending County Code Section 4.64.150 - Title Search and Party of Interest Notification fees, and add a personal contact and publication fee to allow the TTC to recover actual costs of processes associated with the preparation and sale of tax-defaulted property: 1) title searches under a Board-approved contract, 2) notice to parties of interest, 3) published notice of auction, and 4) personal contact with the owner(s) of all owner-occupied properties as required by the California Revenue and Taxation Code (R&TC) Sections 3701, 3702, 3798, and 3704.7.

PURPOSE/JUSTIFICATION OF RECOMMENDATION

State law mandates that the TTC offer at auction, residential and agricultural properties that are tax defaulted for five or more years, and non-residential commercial properties

and vacant land that are tax defaulted for three or more years. Prior to offering property at auction, the TTC must notify all parties of interest per R&TC Sections 3701, 3702, and 3798, as well as attempt personal contact with the owner(s) of any owner-occupied property per R&TC Section 3704.7.

In order to comply with the party of interest notification process, the TTC utilizes title investigation and reporting services to identify any person or entity with a recorded interest to all or any portion of a given property. Once the TTC identifies the property owner(s) and/or parties of interest for each parcel, the TTC mails a notice to each, through the United States Postal Service, Return Receipt service, at least 45 days prior to the auction of the tax-defaulted property. Following the mailed notice, and no sooner than 21 days prior to the date of the auction, the TTC publishes, in various newspapers throughout the County, a notice that includes the date, time, and location of the auction, the list of properties scheduled for auction, the corresponding property-owner names, the amount to redeem each property and other related redemption information.

In order to comply with the personal contact notification process, the TTC identifies all owner-occupied property and utilizes Sheriff's Department personnel to serve notification materials.

Since the most recent amendment to these fees in 2010, Board-approved salaries and employee benefits have increased, as have the costs associated with services and supplies, including contracted title service fees. Therefore, the TTC conducted new fee studies, which the Auditor-Controller reviewed and approved, and is recommending the following:

- **Title Search**

This fee covers the costs of ordering title searches to obtain the recorded documents connected to properties scheduled for auction. The TTC is recommending a fee increase for Title Search from the current rate of \$95 to \$145 per parcel. This will align the costs with the contract with First Corporate Solutions, Inc., for title investigation and reporting services, approved by your Board on September 1, 2015.

- **Party of Interest Notification**

This fee covers the costs of notifying parties of interest of the impending auction. The TTC is recommending a fee increase from the current rate of \$645 to \$887 per parcel. The fee increase is a result of increases in employee salaries and benefits, as well as the increased cost for supplies (e.g., postage and mailing services). It is critical that the TTC notify all parties of interest to mitigate the risk of auctioning property improperly. Since the most recent amendment to these fees in 2010, the TTC has implemented processes to enhance the quality and thoroughness of the notification process to ensure staff identifies all potential

parties of interest, which has also increased labor costs. For example, the TTC now utilizes a process to review properties via the County's Geographic Information System or eGIS. This gives the TTC a "visual" of the property, which may lead to notifying parties of interest not previously identified (e.g., the property appears to be the backyard of an adjacent property or a parking lot of an adjacent commercial building). In addition, the TTC now obtains and reviews updated recording information just prior to the actual auction date. This information helps to identify any late-filed bankruptcies, which may require the TTC to remove the property from the auction, or newly recorded deeds, which may require the TTC to send additional notifications.

Prior to a parcel becoming STPTS, the TTC mails multiple bills and notices to property owner(s) informing them of the amounts due and the ability to enter into a formal repayment agreement.

In recent years, the TTC has collected approximately 98 percent of the total dollar value of the secured property tax roll in the year billed; therefore, only a small number of the 2.6 million parcels billed (approximately 5,000, or less than 0.2 percent) eventually becomes STPTS.

- **Published Notice of Auction (NOA)**

This fee covers the newspaper publication costs to provide countywide public notice of the auction of tax-defaulted property. The TTC is recommending a fee increase for the NOA from the current rate of \$58 to \$67. The fee increase is a result of increases in the publication costs of the newspaper vendor. Pursuant to R&TC Section 4112, the TTC shall, through Board authorization, charge a fee in an amount reasonably necessary to reimburse the County for auction publication costs incurred prior to either the redemption or auction of any tax-defaulted property.

- **Personal Contact Notification**

This fee covers the actual costs of the Sheriff's Department notification, TTC employee salaries and benefits, and necessary supplies. The TTC is recommending a fee increase for the Personal Contact Notification from the current rate of \$100 to \$269 per parcel. Although our costs have historically exceeded \$100, State law limited counties to this amount. This law changed in 2012, to allow for the collection of actual and reasonable costs incurred for providing personal contact notification.

This particular fee applies to a very small subset of the properties that are STPTS (approximately 250 to 350).

In addition to the fees listed above, the TTC also charges the following statutorily required fees to approximately 2,000 to 3,000 properties (see Attachment A):

- **Recording Fee**

Pursuant to R&TC Section 4112 and Government Code (GC) Section 27361.3, the TTC shall charge a fee to recover the costs of recording. This fee is currently set at \$27.

- **Auction Preparation Fee**

Pursuant to R&TC Section 4112, the TTC shall charge a fee to reimburse the County for preparing parcels for auction. By statute, this fee is currently \$150.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability.

FISCAL IMPACT/FINANCING

Increasing the Title Search fee to \$145 per parcel, the Party of Interest Notification fee to \$887 per parcel, the Notice of Auction publication cost to \$67 per parcel, and the Personal Contact Notification fee to \$269 per parcel, will allow the TTC to recover the actual costs associated with conducting these mandated processes prior to auctioning tax-defaulted property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to R&TC Section 3692, the TTC is required to auction tax-defaulted property that is STPTS.

Pursuant to R&TC Sections 3701 and 3704.7, the TTC must mail notices to all parties of interest and attempt personal contact with the owner(s) of any owner-occupied property scheduled for auction.

Pursuant to R&TC Sections 3702 and 3798, the TTC must publish a notice of auction of tax-defaulted property in various newspapers throughout the County.

Pursuant to R&TC Section 4112, the TTC shall recover the costs associated with these processes for any tax-defaulted property redeemed prior to the TTC offering said property at auction.

GC Section 54985(a) authorizes your Board to increase statutory fees, if not otherwise prohibited, in an amount reasonably necessary to recover the costs incurred in performing these services and/or enforcing these provisions.

Pursuant to GC Section 66018, a public hearing is required prior to the approval of a change to an existing fee. The County must publish a notice of Public Hearing in accordance with GC Section 6062(a) and subsequent to this action, notify the public of these ordinance changes as required by GC Section 25124.

Pursuant to Proposition 26, local governments bear the burden of proving that a charge is not a tax which requires a vote of the electorate, that the charge is no more than necessary to cover the reasonable costs of the governmental activity, and that the amount of the fee allocated to the payor is fairly related to the benefits received by that payor. As noted above, the Title Search fee aligns with the cost that First Corporate Solutions, Inc. charges under the Board-approved contract for title reporting services. The Party of Interest Notification, NOA, and Personal Contact Notification fees cover the estimated costs related to the notification and personal contact processes, as determined by fee studies, which the Auditor-Controller reviewed and approved. Thus, all four fees cover the necessary and reasonable costs of these activities. In addition, the payor of these fees is typically the successful bidder at the TTC's auction. As the payor, the successful bidder receives the benefits of an auction that is properly noticed in accordance with the requirements of State law.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed fee revisions will not impact current services.

Respectfully submitted,

JOSEPH KELLY
Treasurer and Tax Collector

JK:KK:KG:KP:ms

Attachments

c: Assessor
Sheriff
Chief Executive Officer
Auditor-Controller
County Counsel
Acting Executive Officer, Board of Supervisors

STPTS Parcel Fee Chart

Purpose	Existing	Proposed	Authority
Title Search	\$95	\$145	R&TC Sections 3701 and 4112
Parties of Interest	\$645	\$887	R&TC Sections 3701 and 4112
Personal Contact	\$100	\$269	R&TC Sections 3704.7 and 4112
Recording	\$27	No change	R&TC Sections 4112 and GC Section 27361
Publication	\$58	\$67	R&TC Sections 3702, 3798, and 4112
Auction Preparation	\$150	No change	R&TC Section 4112
Total	\$1,075	\$1,545	

ANALYSIS

This ordinance amends Title 4 – Revenue and Finance, of the Los Angeles County Code, related to the fees charged and collected by the Treasurer and Tax Collector for costs associated with the sale of tax-defaulted property.

Section 4.64.150 is amended so that fees charged by the Treasurer and Tax Collector associated with the sale of tax-defaulted property reflect the actual costs incurred for title searches under a Board approved contract, for personal contact by the Treasurer and Tax Collector, in providing notice to parties of interest, and for the costs of publication as required by the California Revenue and Taxation Code and California Government Code.

MARY C. WICKHAM
County Counsel

By

SAYUJ PANICKER
Deputy County Counsel
Government Services Division

SP:mv

Requested: 8/20/2015
Revised: 12/16/2015

ORDINANCE NO. _____

An ordinance amending Title 4 – Revenue and Finance, of the Los Angeles County Code, relating to the fees charged and collected by the Treasurer and Tax Collector for costs associated with the sale of tax-defaulted property.

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

SECTION 1. Section 4.64.150 is hereby amended to read as follows:

**4.64.150 Title ~~s~~Search, Personal Contact, pParty of ~~i~~Interest
~~n~~Notification fees, and Publication Fees.**

The fee charged for title searches as specified under ~~S~~section 4112 of the Revenue and Taxation Code, and in accordance with Government Code ~~S~~section 54985(a), shall be ~~\$95~~145.00 per parcel. This fee is imposed to recover costs incurred by the Treasurer and Tax Collector.

The fee charged for personal contact, if applicable, as specified under sections 3704.7 and 4672.3 of the Revenue and Taxation Code, shall be \$269.00 per parcel. This fee is imposed to recover costs incurred by the Treasurer and Tax Collector as specified under section 3704.7 of the Revenue and Taxation Code and in accordance with Government Code section 54985(a).

The fee charged for providing notice by mail to any parties of interest entitled to receive a notice of auction, required by ~~S~~section 3701 of the Revenue and Taxation Code, of any tax defaulted parcel which is subject to sale to collect defaulted secured property taxes, pursuant to ~~S~~section 3691 of the Revenue and Taxation Code, shall total ~~\$645~~887.00 per parcel. This fee is imposed to recover costs incurred by the

Treasurer and Tax Collector as specified under §section 4112 of the Revenue and Taxation Code and in accordance with Government Code section 54985(a).

The fee charged for publication if the tax-defaulted property is redeemed prior to the proposed sale, but after the Treasurer and Tax Collector has incurred notice or publication costs pursuant to sections 3702 or 3798 of the Revenue and Taxation Code in connection with a notice of intended sale, shall be \$67 per parcel. This fee is imposed to recover reasonable costs incurred by the Treasurer and Tax Collector, as specified in section 4112 of the Revenue and Taxation Code and in accordance with Government Code section 54985(a).

[464150SPCC]



County of Los Angeles CHIEF EXECUTIVE OFFICE

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

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

February 16, 2016

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:

**AGREEMENT WITH CHARTER COMMUNICATIONS FOR COUNTYWIDE CARRIAGE OF
THE LA COUNTY CHANNEL AND LOCALLY PRODUCED SPORTS PROGRAMMING
FOR THE MONROVIA AREA
(ALL DISTRICTS)
(3 VOTES)**

SUBJECT

Approve an Agreement with CCO SoCal I, LLC, dba: Charter Communications (Charter), related to resolution of an outstanding dispute regarding the interconnection and carriage of the LA County Channel (County Channel) in Charter's service territory in the County. The Agreement also requires Charter to carry Monrovia High School sports programming provided to them by the City of Monrovia's community access channel, KGEM-TV, in a manner that is viewable by Charter subscribers in unincorporated South Monrovia.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve an Agreement between the County of Los Angeles and CCO SoCal I, LLC (dba: Charter Communications) to gain countywide carriage of the County Channel within Charter's service territory in the County, and provide South Monrovia unincorporated area Charter subscribers access to Monrovia High School sports programming.
2. Approve the County's waiver of the Digital Infrastructure and Video Competition Act of 2006 (DIVCA) CPUC section 5870(g)(2) related to Charter's obligation to pay any incremental licensing costs incurred by the County when carrying County Channel programming in incorporated areas.
3. Authorize the Chief Executive Officer or her designee to execute the Agreement with Charter Communications on behalf of the County.

4. Authorize the Chief Executive Officer or her designee, to withdraw the County as a Party to the California Public Utilities Commission proceeding #15-07-009, Joint Application of Charter Communications, Time Warner Cable and Bright House Networks to Transfer Control of Time Warner Cable and Brighthouse Networks to Charter Communications. Further, agree not to intervene in the proceeding provided that Charter does not substantially modify the proposed merger transaction, or, take any action inconsistent with the Agreement with the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County has had a long-standing dispute with Charter over the interconnection and carriage of the County Channel, the County's government-programming television channel. Because the County Channel originates in the County's Hall of Administration, which is in Time Warner Cable's service territory, Charter would need to interconnect with Time Warner or by other means, to carry and distribute the County Channel to its subscribers. The dispute centers around who is legally responsible for the cost of the interconnection. Since this dispute has remained unresolved, Charter subscribers in the County have not had access to the County Channel.

Charter is the only Video Services Provider in the County who does not provide the County Channel to its subscribers. Charter's service areas in the County include a large portion of the San Gabriel Valley, Long Beach and unincorporated Malibu. If proposed merger with Time Warner Cable and Brighthouse Networks is successful, Charter's service footprint in the County of Los Angeles would grow to cover approximately [REDACTED] % of the County.

While the County's jurisdiction related to Video Service Providers operating in the County is limited to its unincorporated areas, the County has sought countywide carriage of its channel inclusive of the cities so that it can communicate with its full constituency.

The proposed Agreement with Charter calls for Charter to carry the County Channel countywide in all Charter areas in the County within 30 days of execution of the Agreement with the County.

In addition, the Agreement requires Charter to carry Monrovia High School sports programming on Charter's local origination channel viewable by Charter subscribers in the South Monrovia unincorporated area.

Implementation of Strategic Plan Goals

Approval of these recommendations will further the County of Los Angeles Strategic Plan Goal 2: Community Support and Responsiveness, by expanding the County Channel availability to all cable subscribers in the County.

FISCAL IMPACT/FINANCING

If the merger is successful, Charter's County Channel obligation will continue at no cost to the County through September 24, 2023.

In the event the merger fails, the County may be responsible for reimbursing Charter, on a going-forward basis, for their costs to a third party for the channel interconnection. This cost has previously been estimated at \$3,000 per month.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 4, 2012, the Board of Supervisors passed a motion to inform Time Warner Cable and Charter Communications of the Board's commitment to gain carriage of the County Channel countywide. Subsequent to the motion, the County reached a settlement with Time Warner that resulted in countywide carriage of the channel, at no cost to the County, in all Time Warner service areas through September 24, 2023. However, after protracted negotiations with County staff, Charter continued to refuse to pay for the cost of the interconnection to carry the channel, leaving Charter subscribers with no access to the County Channel.

On July 2, 2015, Charter filed an application with the California Public Utilities Commission (CPUC) to Transfer Control of Time Warner Cable (TWC) and Bright House Networks to Charter Communications under a new corporate name, "The New Charter". This corporate merger requires approval by the Federal Communication Commission (FCC) and California Public Utilities Commission (CPUC).

On August 7, 2015, the County filed a motion for CPUC Party Status in the Transfer of Control review proceeding. This resulted in Charter's agreement to resume negotiations with County staff to attempt resolve the County's issue with regard to the interconnection and carriage of the County Channel at no cost to the County.

The County and Charter have now reached an Agreement which, if the merger consummates, would result in countywide carriage of the County Channel in all Charter service areas in the County through September 24, 2023. This date was chosen because it runs concurrent to the agreement that the County has for countywide carriage in Time Warner Cable's service areas.

The proposed Agreement with Charter calls for Charter to carry the County Channel countywide in all Charter areas in the County within 30 days of execution of the Agreement with the County. In the event that the Charter merger fails, the Agreement allows Charter to give the County notice that it no longer intends to pay for the interconnection to carry the County Channel. If the County and Charter cannot successfully reach a carriage agreement within 90 days of that notice, the Agreement provides for the County to reimburse Charter to retain channel carriage in their service areas. If that circumstance occurs, the County retains its right to seek the recovery of any amounts paid to Charter.

In addition, the Agreement requires Charter to carry Monrovia High School sports programming on Charter's local origination channel viewable by Charter subscribers in the South Monrovia unincorporated area, upon the execution of Charter's standard "Local Origination Programming Agreement".

The Agreement requires the County to withdraw as a party to the CPUC review of the Charter Joint Application for the Transfer of Control. The County agrees not make any other filings in that proceeding as long as Charter does not substantially modify the pending application, or take an action adverse to the County or inconsistent with the proposed Agreement.

The County's waiver of the Digital Infrastructure and Video Competition Act of 2006 (DIVCA) CPUC section 5870(g)(2) relates to Charter's obligation to pay any incremental licensing costs incurred by the County when carrying County Channel programming in incorporated areas. In the unlikely event that licensing fees are incurred for transmitting County programs beyond its jurisdiction, the County waives any rights to have Charter reimburse the County for those costs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Agreement would expand the reach of the County's government-programming channel, the County Channel, to reach all cable subscribers countywide.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:JJ:DS
FT:RPF:lm

c: Executive Office, Board of Supervisors
County Counsel

DRAFT



Brian J. Stiger
Director

COUNTY OF LOS ANGELES
DEPARTMENT OF
CONSUMER AND BUSINESS AFFAIRS

Members of the Board

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich

"To Enrich Lives Through Effective and Caring Service"

February 16, 2016

DRAFT

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:

**AUTHORIZATION FOR THE DEPARTMENT OF CONSUMER AND BUSINESS
AFFAIRS TO SIGN AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH
THE LEGAL AID SOCIETY OF ORANGE COUNTY TO ENHANCE DEBT
COLLECTION WORKSHOP OPERATIONS
(All Supervisorial Districts) (3 Votes)**

CIO RECOMMENDATION: APPROVE () APPROVE WITH MODIFICATION ()
DISAPPROVE ()

SUBJECT:

The Department of Consumer and Business Affairs (DCBA) requests your Board's approval to enter into a Memorandum of Understanding (MOU) with the Legal Aid Society of Orange County dba Community Legal Services (hereinafter "LASOC" or "CLS"). The MOU will continue the existing partnership and improve the coordination between DCBA and LASOC in offering Debt Collection Workshops ("Workshops") within Los Angeles County ("County").

RECOMMENDATION THAT YOUR BOARD:

1. Authorize the Director of DCBA to sign an MOU (Attachment A) with LASOC from March 1, 2016 through December 31, 2016, to provide informational presentations and one-on-one counseling sessions as part of the Workshops for County residents, and be reimbursed for the work performed.
2. Authorize the Director of DCBA to extend the MOU by up to an additional three years, in one year increments, on the same terms.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Each month, thousands of consumers in the County are faced with legal actions regarding delinquent debt and have little knowledge about how to respond to these actions. Many consumers cannot afford to consult with an attorney. Providing education and information on the consumer debt collection process allows consumers to make informed decisions regarding their debt collection situation.

DCBA recognizes the need to continue providing information to litigants facing debt collection. DCBA has partnered with the Los Angeles Superior Court and LASOC to assist these litigants. LASOC applied for, and was awarded, a State Bar Partnership Grant ("Grant") to provide Workshops at the Norwalk Courthouse, which is one of the two hubs for debt collection cases in the County. The Workshops will continue providing a general informational presentation, followed by one-on-one counseling to participants. This MOU continues the partnership between LASOC and DCBA. LASOC previously received this grant and partnered with DCBA for calendar year 2015.

This MOU establishes the roles and responsibilities of DCBA and LASOC and provides DCBA with reimbursement for providing presentations and counseling at these Workshops.

Implementation of Strategic Plan Goals:

This request supports the County's strategic Plan as follows:

Goal No. 2: Community Support and Responsiveness: Enrich lives of County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges.

Goal No. 3: Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING:

DCBA will be able to request reimbursement from LASOC for conducting the Workshops, for a total sum of up to \$21,600. This revenue is from the Grant awarded to LASOC to conduct the Workshops.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under County Code Section 2.62.030, DCBA's duties include informing consumers and businesses on applicable regulations and resources available to them; and providing consumer education material to the public. The Workshops fall under both of these

Departmental responsibilities - to inform and educate consumers.

In this partnership with LASOC, DCBA will provide an attorney two Tuesday afternoons each month and one counselor three Tuesday afternoons each month for the Workshops at the Norwalk Courthouse. DCBA will also ensure that the Workshops offer a 30-minute informational PowerPoint presentation detailing the debt collection process prior to and during litigation; and meet one-on-one with participants at the Workshops for individual counseling sessions after the group presentation.

Under the terms of this MOU, DCBA will be conducting Workshops in partnership with LASOC from March 1, 2016 through December 31, 2016. Either party may terminate this MOU at any time and for any reason upon 60-days written notice to the other party.

Each attorney or counselor conducting the Workshops will undergo a two-hour training on the laws governing the debt collection process, and then will shadow a facilitator at the Workshops for a minimum of two sessions before assuming any counseling role.

Participants will be made aware that no direct assistance will be provided in regards to the completion of answers to a summons and complaint for collection, no legal advice will be provided and no attorney-client relationship is formed as part of the Workshops.

The MOU contains mutual indemnification provisions that require LASOC and DCBA to indemnify, defend and hold harmless the other from and against any and all liability arising from or connected with claims, lawsuits for damages, and/or Worker's Compensation benefits relating to services which result from bodily injury, death, personal injury, and/or property damage. Neither party is obligated to indemnify for liability and expense arising from an act of negligence.

The MOU deviates from the County's standard terms and conditions and does not contain any of the Board mandated and Board Policy terms and conditions, i.e., Safely Surrendered Baby Law, Defaulted Property Tax Program, Jury Service Ordinance, etc. which were not considered applicable to this agreement.

DCBA has consulted with CEO Risk Management and County Counsel regarding insurance and indemnification provisions in the MOU and understands the associated risks to the County. However, DCBA believes that these risks are acceptable given the need for services and resulting benefits to the public.

County Counsel has approved the attached MOU as to form.

IMPACT ON CURRENT SERVICES:

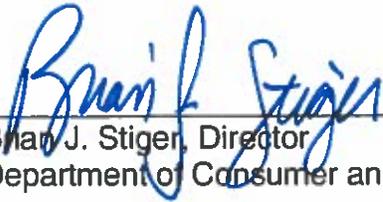
The approval of this recommendation will not reduce services currently provided by DCBA.

Your Board's approval of this request will provide much needed assistance to the consumers of the County who otherwise would not receive help or information about how to handle debt collection issues.

CONCLUSION

Please authorize DCBA to sign the MOU and return one adopted copy of this letter to DCBA.

Respectfully submitted,



Brian J. Stiger, Director
Department of Consumer and Business Affairs

Attachments

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

MEMORANDUM OF UNDERSTANDING

The Legal Aid Society of Orange County (hereinafter “LASOC”) and the County of Los Angeles Department of Consumer and Business Affairs (hereinafter “DCBA”) agree to the following Memorandum of Understanding (MOU) setting forth the services to be provided under the 2016 State Bar of California Partnership Grant for the Consumer Debt Collection Workshop.

A. Purpose

In partnership with the Superior Court of California, County of Los Angeles (“Court”), LASOC and DCBA will provide Consumer Debt Collection Workshops on every First (1st), Second (2nd), and Third (3rd) Tuesday afternoon of each month at the Southeast District (Norwalk) Superior Court. LASOC has received a grant from the State Bar of California and has sub-granted funds to DCBA to collaborate and conduct the Consumer Debt Collection Workshops. LASOC or DCBA will provide an attorney and one (or more) counselors well versed in Debt Collection law and practices at each Consumer Debt Workshop.

B. Term

1. This MOU is effective March 1, 2016 – December 31, 2016. Either party may terminate this MOU at any time and for any reason upon 60 days written notice to the other party.
2. Any proposed changes to this MOU shall be made 30 days in advance for consideration prior to implementation.

C. Role and Responsibilities of LASOC

LASOC agrees to:

1. Provide one (1) attorney at the Consumer Debt Collection Workshop once (1) every second (2nd) Tuesday of every month.
2. Provide one (1) counselor at the Consumer Debt Collection Workshop every first (1st), second (2nd), and third (3rd) Tuesday afternoon of each month.
3. Ensure that the attorney and counselor staffing the Consumer Debt Collection Workshop are well versed in Debt Collection law and processes. LASOC will ensure that the workshop will offer a 30 minute informational PowerPoint detailing the collections process prior to and during litigation, along with information on post judgment issues. The presentation will be followed by a question and answer period. All participants will be offered the opportunity to meet one-on-one with one of the workshop facilitators for counseling regarding specific concerns relating to debt collection. Participants will be made aware that no direct assistance will be provided in regards to the completion of answers to a Summons and Complaint for collection, no legal advice will be provided and no attorney-client relationship is formed as part of the Workshop. Participant may be

provided with referrals for assistance with answering the Summons and Complaint, may be provided with self-help materials to allow them to answer the Summons and Complaint on their own, and may be provided referrals for debt collection counseling and mediation.

4. LASOC, along with DCBA and the Court, will assume the primary role of administration, intake and scheduling procedures for those who wish to sign up for the workshop and those who attend the workshop.
5. Provide DCBA with information and materials provided to LASOC by Court, or reasonably available to LASOC, to assist DCBA in its performance under this MOU including, but not limited to, announcements, bulletins, directives, instructions and forms relating to the State Bar of California's Legal Services Trust Fund Program- Equal Access Fund Partnership Grant.
6. Provide DCBA with reasonable notice of all reporting deadlines under the State Bar of California's Legal Services Trust Fund Program- Equal Access Fund Partnership Grant and/or LASOC's MOU with the Court so that DCBA may timely submit information, materials and reports to LASOC, so that LASOC will be able to prepare and submit reports to the Court and The State Bar.

D. Role and Responsibilities of DCBA

DCBA agrees to:

1. Provide one (1) attorney at the Consumer Debt Collection Workshop every first (1st) and third (3rd) Tuesday of each month.
2. Provide one (1) counselor at the Consumer Debt Collection Workshop every first (1st), second (2nd), and third (3rd) Tuesday afternoon of each month.
3. Ensure that the attorney and counselor staffing the Consumer Debt Collection Workshop are well versed in Debt Collection law and processes. DCBA will ensure that the workshop will offer a 30 minute informational PowerPoint detailing the collections process prior to and during litigation, along with information on post judgment issues. The presentation will be followed by a question and answer period. All participants will be offered the opportunity to meet one-on-one with one of the workshop facilitators for counseling regarding specific concerns relating to debt collection. Participants will be made aware that no direct assistance will be provided in regards to the completion of answers to a Summons and Complaint for collection, no legal advice will be provided and no attorney-client relationship is formed as part of the Workshop. Participant may be provided with referrals for assistance with answering the Summons and Complaint, may be provided with self-help materials to allow them to answer the Summons and Complaint on their own, and may be provided referrals for debt collection counseling and mediation.

4. DCBA, along with LASOC and the Court, will administer intake and scheduling procedures for those who wish to sign up for the workshop and those who attend the workshop.
5. Provide LASOC with information and materials provided to DCBA by Court, or reasonably available to DCBA, to assist LASOC in its performance under this MOU including, but not limited to, announcements, bulletins, directives, instructions and forms relating to the State Bar of California's Legal Services Trust Fund Program- Equal Access Fund Partnership Grant.
6. Provide LASOC with information which will enable it to prepare and submit reports to the Court and State Bar. Provide LASOC with reasonable notice of all reporting deadlines under the State Bar of California's Legal Services Trust Fund Program- Equal Access Fund Partnership Grant and/or LASOC's MOU with the Court so that LASOC may timely submit reports as required under the Grant.

E. Distribution of Funds to DCBA

1. In consideration of the various provisions of this MOU, DCBA will receive from LASOC the total sum of up to \$21,600 to be paid as invoiced on a monthly basis with each invoice to be paid within thirty (30) days of the date of LASOC's receipt of funds from the State Bar of California pursuant to the Partnership grant.
2. Each month that DCBA provides the agreed upon service will be compensated at a rate of \$2,100 per month.

F. Indemnification

LASOC agrees to indemnify, defend, and hold harmless DCBA and the County of Los Angeles, and their respective elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to defense costs and attorney's fees, arising from or connected with claims, lawsuits for damages, and/or Worker's Compensation benefits relating to LASOC staff or attorney services, which result from bodily injury, death, personal injury, and/or property damage (including damage to LASOC property). LASOC shall not be obligated to indemnify for liability and expense arising from an act of negligence of DCBA or DCBA's staff.

DCBA agrees to indemnify, defend, and hold harmless LASOC, and their respective elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to defense costs and attorney's fees, arising from or connected with claims, lawsuits for damages, and/or Worker's Compensation benefits relating to DCBA services, which result from bodily injury, death, personal injury, and/or property damage (including damage to DCBA property). DCBA shall not be obligated to indemnify for liability and expense arising from an act of negligence of LASOC or LASOC's staff.

LASOC agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives and shall maintain all required licenses and permits required by law for

performing services under this MOU. LASOC shall indemnify, defend, and hold harmless DCBA and the County of Los Angeles, and their respective elected or appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, losses, damages, fees (including attorney's fees and expert witness fees), costs, and/or expenses resulting from a violation by LASOC or DCBA staff or attorney of any laws, rules, regulations, ordinances, directives, provisions, licenses, and/or permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, non-discrimination, and Federal Fair Labor Standards.

G. General Provisions

1. LASOC and DCBA each agree that neither is the agent of the other;
2. LASOC and DCBA agree to hold each other harmless for their respective activities;
3. LASOC and DCBA each agree to maintain the confidentiality of information provided to them;
4. DCBA agrees to make available its books and records related to this MOU upon reasonable request from LASOC to allow LASOC to respond to requests from Court or the State Bar of California;
5. LASOC shall provide Lawyer's Professional Liability Insurance to cover all work performed under this agreement at the following level: \$1,000,000.00 per each claim and \$1,000,000.00 in the aggregate;
6. LASOC shall provide fidelity bond coverage;
7. DCBA as part of the County of Los Angeles consents to self-insure;
8. This MOU may be terminated by either party on sixty (60) days written notice delivered to the address set forth below; and
9. Each person signing below represents and warrants that she or he has the authority to sign on behalf of hers or his organization.

<i>LASOC Contact</i>	<i>DCBA Contact</i>
Name: Robert J. Cohen	Name: Wendy Myring
Title: Executive Director	Title: Administrative Services Manager
Phone: (714) 571-5233	Phone: (213) 974-9756
Address: 2101 N. Tustin Ave., Santa Ana CA 92705	Address: 500 W. Temple St. Room B-96, Los Angeles CA 90012
Fax: (714) 571-5270	Fax: (213) 687-4826
Email: bcohen@legal-aid.com	Email: wmyring@DCBA.lacounty.gov

 Robert J. Cohen, Executive Director
 Legal Aid Society of Orange County

 [DATE]

 Brian Stiger, Director
 County of Los Angeles Department of Consumer and Business Affairs

 [DATE]