



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

WILLIAM T FUJIOKA
Chief Executive Officer

REVISED

DATE: July 5, 2012
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 – Ellen Sandt
 - A) **Upcoming IT Items**
CIO – Richard Sanchez or designee
 - B) **eCAPS/eHR Update**
Auditor-Controller – Wendy Watanabe or designee
 - C) **Approval of Amendment Number 1 to Maintenance and Operations Agreement (No. 76936) and Grant of a Conservation Easement Necessary for Grant Compliance for the Plaza de Cultura y Artes**
CEO – Frank Cheng and Dawn McDivitt
2. Public Comment

NOTICE OF CLOSED SESSION

- CS-1 **Concerns with the Internet, Outlook and Network outages**
CIO/ISD – Richard Sanchez and Tom Tindall
3. Adjournment

Board IT Agenda Items

| Department | Board IT Agenda Item | Description | Amount | CEO Cluster | New Term | Planned Hearing Date |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------|-------------------------------|----------------------|
| DHS | Amendment No. 1 to Extend Maintenance and Repair of PARATA Systems | Amendment will extend the term of the Maintenance and Repair Contract of the PARATA Systems, which is a drug dispensing system, with a maximum obligation of \$380,286. Funding Source: DHS Adopted Budget 2012-13 Exsting Agreement: H-702976 | \$380,286 | Health & Mental Health Services | 1 year | 7/31/2012 |
| DPH | Environmental Health Permit & Inspection Management System (EHPIMS) | Replacement of Environmental Health's existing managment information system for its 16 district offices and 24 program areas. Funding Source: EH Trust Fund Existing Agreement: N/A | Initial Term: \$5,790,847 Option Years: Approx. \$5M | Health & Mental Health Services | 7 years with 5 1-year options | 7/31/2012 |
| PROBATION | Amendment No. 3 to Agreement 77285 with Cerner Corp. for PEMRS | Amendment includes 500 additional limited use licenses, second point of demarcation for communication links to host site, changes to medical device interfaces, and changes to vendor-provided training data. Funding Source: Department Budget Existing Agreement: 77285 | TBD | Public Safety | N/A | |
| CEO/DHS | Amendment No. 3 to IBM Software License Agreement (SLA) to Purchase Initiate Software Licenses | Amend the County's existing IBM SLA to purchase Initiate Enterprise Master Patient Index Software Licenses. Funding Source: CIO ITF Fund Exsting Agreement: TBD | Est. \$3,000,000 | Health & Mental Health Services | 5-10 years | |
| DHS | Amendment No. 1 to Agreement H-702828 with the Hospital Association of Southern California (HASC) for Emergency and Disaster Management Services | Amendment will: 1) extend the Agreement term; 2) upgrade the ReddiNet Emergency Communications System; and 3) decrease the amount from \$946,873 to \$655,216. Funding Source: DHS Operational Budget Exsting Agreement: H-702828 | \$655,216 | Health & Mental Health Services | 2 Years | |

| Department | Board IT Agenda Item | Description | Amount | CEO Cluster | New Term | Planned Hearing Date |
|------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------|-------------------------------------------|----------------------|
| LASD | Sole Source Amendment with Norm Fogel for the Computer-Aided Dispatch System | Amendment will: 1) assist in the upgrade of the Sheriff's Computer-Aided Dispatch System to a current hardware and software platform; and 2) transition its maintenance and support to Northrup Grumman. Funding Source: LASD FY 2011-12 Operating Budget Existing Agreement: 71792 | Est. \$480,000 | Public Safety | TBD | |
| LASD | Sole Source Agreement with Northrup Grumman for the Computer-Aided Dispatch System | Agreement will: 1) perform an upgrade of the Sheriff's Computer-Aided Dispatch System to a more current hardware and software platform; and 2) transition system maintenance and support from Norm Fogel. Funding Source: LASD FY 2011-12 Operating Budget Existing Agreement: N/A | Est. \$875,000 | Public Safety | TBD | |
| CEO | Agreement with Fairchild Consulting for Business Continuity Consulting Services | Agreement for consulting services to support the ongoing development of the County's Business Continuity Program. Funding Source: CEO/OEM FY 2011-12 Operating Budget (\$200,000) and CEO Technology Funds (\$100,000). Existing Agreement: N/A | \$300,000 | Operations | 2 year term with 1 option year | |
| CDC | Amendment No. 1 to Agreement 2098 with Yardi Systems, Inc. | Amendment will extend the Agreement term and increase the contract amount to enable implementation of additional system modules. The system is used by the Assisted Housing and Housing Management Divisions in administering programs funded by Housing Urban Development (HUD). Funding Source: Federal Funds Existing Agreement: 2098 | \$220,000 | Community & Municipal Services | 4 additional one-year terms (2014 - 2017) | |
| LASD | Sole Source Agreement with DataWorks Plus | Sole Source Agreement for hardware/software updates and customization. Sole Source Advance Notification submitted on 3/14/12. Dataworks is used by the Sheriff for capturing mugshots and facial recognition. Funding Source: Automated Fingerprint Identification System (AFIS) Fund Existing Agreement: N/A | Est. \$1,400,000 | Public Safety | 2 year term with 2 one-year options | |

| Department | Board IT Agenda Item | Description | Amount | CEO Cluster | New Term | Planned Hearing Date |
|------------|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|----------|-------------------------|
| CIO | Authorization to Use ITF for Enterprise IT Security and Privacy Awareness Training Software | Authorization to use ITF to acquire and implement the enterprise IT Security and Privacy Awareness training content for use in the County's Learning Net. Funding Source: ITF Existing Agreement: N/A | \$240,000 | Operations | N/A | |

July 31, 2012

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:

**APPROVAL OF AMENDMENT TO EQUIPMENT
MAINTENANCE AND REPAIR SERVICE AGREEMENT WITH
PARATA SYSTEMS, LLC.
(ALL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request approval of an amendment to extend the existing Agreement for equipment maintenance and repair services with Parata Systems, LLC, for the Department of Health Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director, or his designee, to execute Amendment No. 1 to Agreement H-702976 with Parata Systems, LLC. (Parata), effective upon execution, to extend the term of the Agreement for the period of September 1, 2012 through August 31, 2013, for the provision of equipment maintenance and repair services for the automated outpatient pharmaceutical dispensing systems at LAC+USC Medical Center (LAC+USC MC), Rancho Los Amigos National Rehabilitation Center, Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC), El Monte Comprehensive Health Center, H. Claude Hudson Comprehensive Health Center, Hubert H. Humphrey Comprehensive Health Center (Humphrey CHC), Long Beach Comprehensive Health Center, Mid Valley Comprehensive Health Center, and Edward R. Roybal Comprehensive Health Center (Roybal CHC), at the current rate, with a maximum obligation of \$380,286 for the extended one year term.
2. Delegate authority to the Director, or his designee, to amend the above-mentioned Agreement to increase the total maximum obligation by no more than 40 percent to add equipment coming off warranty, add Department of Health Services' (DHS) facilities, and address emergency or unanticipated equipment maintenance and repair services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation will allow the Director, or his designee, to execute an amendment to the Agreement with Parata, substantially similar to Exhibit I, for one year to continue the provision of maintenance and repair services of the automated outpatient pharmaceutical dispensing systems. The one year extension will allow additional time to finalize negotiations with the vendor for the replacement of equipment targeted to be sunset and to assess the future needs of the department. The existing Agreement is scheduled to expire on August 31, 2012.

DHS fills over four million outpatient prescriptions per year. The Parata automated prescription dispensing system can process more than 150 prescriptions per hour by using the workflow dispensing method that has three processes – imaging, packing, and filling. This system is also designed to use a bar-coded maintenance system to ensure accuracy and eliminate the potential for human error. By using this system the pharmacists can focus their time on providing counseling to patients on medication use and improve patient awareness and safety when using prescription medications.

When possible, DHS typically contracts with the Original Equipment Manufacturer (OEM) to ensure that the equipment, which often uses proprietary technology, performs in accordance with manufacturer specifications and complies with all accrediting and licensing agencies' requirements, including The Joint Commission. Parata is an OEM, and the software is proprietary.

Approval of the second recommendation will allow the Director, or his designee, delegated authority to amend the Agreement to increase the annual maximum obligation up to 40 percent, if necessary, to cover equipment coming off warranty, to add DHS facilities, and to cover critical emergency or unforeseen needed repair services. DHS believes that the 40 percent increase in annual maximum obligation is appropriate since adding even a few pieces of equipment or adding additional facilities to the Agreement may use up the added funding provided under the 40 percent increase allotment. This increase will ensure that the facilities are able to continue to provide critical patient care and do not in any way jeopardize patient safety.

In accordance with Board Policy 5.120, on July 17, 2012, DHS provided the Board with the required two-week advance notice prior to this Board meeting with detailed justification of intent to request a delegation of authority to increase the maximum obligation by 40 percent.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3 – Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the one-year extension for equipment maintenance and repair services is \$380,286. The estimated cost for each facility is identified in Attachment A.

The total potential increase under the 40 percent delegated authority for the one-year extension is \$152,114 and would be funded using existing resources.

Funding is included in DHS' Fiscal Year 2012-13 Adopted Budget and will be funded within their existing resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 21, 2007, the Board approved a sole-source Agreement for maintenance and repair services of the automated outpatient pharmaceutical dispensing systems with Parata for the period of September 1, 2007 through August 31, 2012 for LAC+USC MC, MLK-MACC, Humphrey CHC, and Roybal CHC, and delegated authority to DHS Director to add additional DHS facilities when their equipment warranty expired.

The Agreement contains all of the Board's required provisions. The County may terminate the Agreement with 180 days prior written notice. DHS has determined that this Agreement is not a Proposition A agreement because the services provided are intermittent and highly specialized. Therefore, the County's Living Wage Program (County Code Charter 2.201) does not apply.

County Counsel has reviewed and approved Exhibit I as to form. The Chief Information Officer concurs with the DHS recommendation (Attachment B).

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the availability of critical maintenance and repair services for automated outpatient pharmaceutical dispensing system at various DHS facilities.

Respectfully submitted,

Mitchell H. Katz, M.D.
Director

Richard Sanchez
Chief Information Officer

MHK:jec

Enclosures (2)

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



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

July 31, 2012

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

Dear Supervisors:

APPROVAL TO EXECUTE AN AGREEMENT WITH DECADE SOFTWARE COMPANY, LLC, FOR AN ENVIRONMENTAL HEALTH PERMIT AND INSPECTION MANAGEMENT SYSTEM AND RELATED SERVICES UPON EXECUTION BY PARTIES THROUGH AUGUST 31, 2019 AND AN APPROPRIATION ADJUSTMENT (ALL DISTRICTS) (4 VOTES)

CIO RECOMMENDATION: APPROVE ()

SUBJECT

Request approval to award and execute an agreement with Decade Software Company, LLC, to provide software, maintenance, support and hosting services to the Department of Public Health for an Environmental Health permit and inspection management system and authorize an appropriation adjustment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an agreement (Exhibit A) with Decade Software Company, LLC (Decade) (Agreement) to replace the current DPH Environmental Health Management Information System (EHMIS), a paper-based central processing system, with the Environmental Health Permit and Inspection Management System

(EHPIMS), a web-based central processing system to support DPH's Environmental Health (EH) district offices (currently 16) and program areas (currently 24); effective on the date of execution (Effective Date) for an initial term of eighty-four (84) months , at a total maximum obligation of \$5,790,847; One Hundred percent (100%) offset by the Environmental Health Trust Fund (EHTF).

2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the Agreement with Decade that extend the term of the Agreement for five (5) additional one (1) year terms at an estimated maximum obligation not to exceed \$1,000,000 per term; allow for the rollover of unspent funds; and/or provide an increase or decrease in funding up to ten (10) percent above or below each term's annual base maximum obligation, subject to review and approval by County Counsel and the Chief Information Officer and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of DPH, or his designee, to execute change notices to the Agreement that authorize budget modifications; adjustments to scope of work tasks and/or activities; changes to hours of operation and/or service locations; correction of errors in the Agreement's terms and conditions; and/or addition of other professional services, provided the amounts payable under such change notices do not exceed the available amount of Pool Dollars (as described in Exhibit B).
4. Approve the attached Appropriation Adjustment (Attachment A) in the amount of \$1,170,000 for fiscal year (FY) 2012-13, to include funding from the EHTF to increase DPH's budgeted services and supplies (S&S) appropriation for FY 2012-13.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH's EH to execute the Agreement with Decade to replace EHMIS with EHPIMS, which will allow DPH EH's district offices and program areas to electronically process inspection and permit information.

EHPIMS is an off-the-shelf software package that has the ability to create new and renewal permits and licenses while allowing inspectors to electronically input data in an online or offline mode. EHPIMS also has the capability to process accounts payable and accounts receivable information for all permits and licensing fees. Additionally, EHPIMS can schedule all EH inspections (e.g. routine, re-inspections, and revisits) and store applications.

EHPIMS will be implemented in the following three phases:

Phase One

Phase One is pilot implementation of the system in one of the 16 EH District Offices. Phase One will interface with the County's GIS system and will be completed approximately ten (10) months from the Effective Date.

Phase Two

Phase Two is implementation of the system in the remaining 15 District Offices and 24 program offices. This phase will interface with several external organizations including the Agricultural Commissioner Weights and Measures (ACWM), the Environmental Toxicology Laboratory, and the Public Health Laboratory, and provide automatic updates to the Public Health website with inspection data. Phase Two completion is approximately six to eight months following the completion of Phase One.

Phase Three

Phase Three is the implementation of the financial components of EHPIMS, including functions within the Treasurer and Tax Collector and DPH's Finance office. This phase will require an additional six to eight months following the completion of Phase Two.

Recommendation 2 will allow DPH to execute amendments to the Agreement that extend the term for five (5) additional one (1) year terms, at an estimated maximum obligation of \$1,000,000 per term; allow for the rollover of unspent funds; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation.

Recommendation 3 will allow DPH to execute change notices to secure additional work (professional services, software modifications, and/or additional products, interfaces, customizations, or enhancements) and/or effect budget modifications, if necessary, as they correlate to the needs of DPH's EH for effective administration of the Agreement, provided the amounts payable under such change notices do not exceed the available amount of Pool Dollars.

Recommendation 4 will allow DPH to reflect the inclusion of funding from the EHTF in DPH's FY 2012-13 Adopted Budget in the amount of \$1,170,000 which will reflect an increase in S&S to support the Agreement.

Implementation of Strategic Plan Goal

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost of the seven (7) year initial term of the EHPIMS Agreement is \$5,790,847 and consists of: a) \$4,002,917 for ongoing hosting, maintenance, and support services; b) \$1,208,000 (onetime cost) for software configuration, implementation deliverables, training, and customization, as described in Exhibit B; and c) \$579,930 in pool dollars. All expenses are One Hundred percent (100%) offset by the EHTF. Pool dollars, though represented in Exhibit B as a flat recurring cost, will be spent in accordance with the need for change notices, and unspent pool dollar amounts will be rolled into future FYs. Additionally, the optional licensing fees shown in Exhibit B in FY 2019-20 will be paid only if the County exercises this option.

Equipment costs depicted in Exhibit B are for mobile computing devices (tablet computers) and peripheral devices primarily used for field inspections (e.g. retail food/restaurant evaluations) and the supervision and quality assurance of field inspections. These costs include a three year replacement cycle. All equipment expenses are One Hundred percent (100%) percent offset by the EHTF.

The estimated cost of services for FY 2012-13 is \$266,887 including professional services, software, and training for EHPIMS Phase One implementation. The EHPIMS solution requires the purchase of portable tablet-like hardware and printers for use in performing field inspections. The estimated cost of this equipment for FY 2012-13 is \$900,000 and is included in the request for Appropriation Adjustment.

The Appropriation Adjustment in the amount of \$1,170,000 will increase DPH's FY 2012-13 S&S appropriation. Funding for future FYs will be requested as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For several years, DPH has been evaluating the need to replace the existing paper-based central processing system with a technologically advanced web-based central processing system that will allow DPH EH's district offices and program areas to electronically process inspection and permit information.

Upon the release of a second Request for Proposal (RFP) for EHPIMS and the resulting vendor selection, DPH entered into negotiations with Decade. County Counsel, outside Counsel, and the County's CIO also participated and provided input and oversight throughout the negotiation process.

As detailed below, Decade did not pass the financial review under the RFP. To mitigate risk to the County, Decade agreed to and accepted a number of risk mitigation measures that were either already required as set forth in the RFP and/or were negotiated between

the parties that provides financial assurance to the County. In coordination with CEO Risk Management and Operations, County Counsel, and outside Counsel, DPH will implement the following risk mitigation measures:

1. **PERFORMANCE BOND:** Decade will have a performance bond in place in the amount of \$1,200,000 for the period from the start of the Agreement through the date of expiration of the Phase 3 warranty period following system acceptance (projected to be ??? years from the start of the Agreement), at which point the performance bond amount will be reduced to \$800,000 for one (1) additional year. The surety ?????, has indicated that it will bond Decade in the amounts and on the bond form required by the County.
2. **HOLDBACKS:** DPH will hold back twenty percent (20%) of the price of each invoice submitted with respect to implementation of any EHPIMS Phase until the conclusion of the Warranty Period for that Phase (a minimum of five (5) months after the full implementation of each Phase). This is a reasonably high holdback percentage which is paid out only after the successful conclusion of the extended warranty period. The County is protected against failure by Decade to meet the required specifications set forth in the agreement because the County maintains holdback rights and is not obligated to pay the full amount until full and successful implementation of each Phase.
3. **REFUND REQUIREMENTS:** Decade has also agreed to the County's requirement that if the County elects to partially terminate the Agreement for failure of one or more components of the software failing to complete various acceptance tests, Decade will refund the County one hundred percent (100%) of the amounts previously paid to Decade that are associated with the affected component(s) of the software.
4. **PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS:** The Professional Liability / Errors and Omissions (E&O) provision under the Agreement requires Decade to carry liability coverage in the aggregate amount of \$3,000,000. Decade will maintain this insurance during the term of the Agreement and will maintain such (E&O) coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation.
5. **INDEMNIFICATION:** Decade took no exceptions to the County's standard requirement of full defense and indemnity of County indemnitees for the actions and omissions of Decade, Decade's agents, employees, officers, directors, or shareholders. Further, there is no limitation of Decade's liability in any amount.

The Agreement also contains certain applicable information technology provisions to protect the County in the event of Decade's deficient performance and/or breach of warranties, including intellectual property indemnification, assessment of credits for late delivery, failure to correct deficiencies timely, and termination for default.

The Agreement also contains all of the current County-required provisions, such as Consideration of Hiring GAIN/GROW Program Participants, Contractor Responsibility and Debarment, Compliance with Jury Service Program, Safely Surrendered Baby Law, County's Child Support Compliance Program, County's Defaulted Property Tax Reduction Program and the provisions mandated by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act. In addition, Decade is required to notify the County when the Agreement term is within six (6) months from expiration.

Decade is engaging Rackspace, Inc. ("Rackspace") as a subcontractor to provide hosting services as required under the Agreement. The agreement between Decade and Rackspace does not include all of the standard terms and conditions; however Rackspace did agree to comply using commercially reasonable efforts where appropriate, with a number of provisions, including the Safely Surrendered Baby Law, County's Defaulted Property Tax Reduction Program, Termination for Improper Consideration, Warranty Against Contingent Fees, Contractor Responsibility and Debarment, Restrictions on Lobbying, Performance During Civil Unrest, Contactor's Warranty of Adherence to County's Child Support Compliance Program, Recycled-Content Paper, Federal Earned Income Tax Credit, and Independent Contractor Status. Although the obligations of Rackspace under its agreement with Decade is substantively different than the corresponding obligations of Decade to the County, the differences are addressed by holding Decade responsible for its own actions and the actions of its subcontractors, under the County's higher level of obligations under the Agreement.

County Counsel has approved Agreement attached as Exhibit A. Exhibit B is the EHPIMS FY Payment Schedule. Exhibit C is the Request for Proposals (RFP) posting on the LA County Online Bid webpage. Attachment A is the Appropriation Adjustment.

In addition, in accordance with your Board policy, outside Counsel, Mitchell, Silberberg & Knupp LLP, assisted in the negotiations, review and finalization of the Agreement, and recommends Board approval of the Agreement.

The CIO has reviewed and recommends approval of the actions. Attachment B is the CIO Analysis Report. The CEO has advised of the recommended actions as well.

CONTRACTING PROCESS

The RFP for EHPIMS was first released for qualified vendors to replace the existing EHMIS in February 2010. Following ?????????????? [STAFF, PLEASE EXPLAIN WHY THE FIRST RFP WAS CANCELLED], the RFP was cancelled on ??????????????.

Subsequently, in September 2011, DPH released a second RFP to replace the existing EHMIS. The RFP was posted on the County's "Doing Business with Us" website (Exhibit D), and the Department of Public Health webpage.

By the October 31, 2011 submission deadline, DPH received proposals from three (3) vendors. The three (3) vendors were Decade, Garrison Enterprises, Inc. (Garrison), and HealthSpace USA, Inc. (HealthSpace).

The Garrison proposal was disqualified due to failure to pass the financial thresholds set forth in the RFP. The HealthSpace proposal was disqualified due to failure to meet the Statement of Work evaluation threshold set forth in the RFP. The disqualified proposals were deemed non-responsive to the RFP for failure to pass financial and RFP thresholds. The disqualified proposers requested a Disqualification Review. The independent Disqualification Reviews were performed by subject matter experts not affiliated with the EHPIMS solicitation. Each Disqualification Review found that the disqualification was appropriate.

Decade also failed to pass the financial thresholds set forth in the RFP. However, unlike Garrison, Decade was able to demonstrate significant recent improvements in its financial strength and capability. DPH compared the most recent fiscal year financial statements with the previous two fiscal year financial statements for Decade. The review of the most recent fiscal year information for Decade demonstrated a ninety percent (90%) improvement in financial strength and capability. Unfortunately, Garrison was not able to demonstrate the same recent financial improvement. As permitted in Section 3.7.3 of the RFP, DPH exercised its discretion and waived this financial threshold requirement for Decade. DPH then required the various risk mitigation measures described above.

The Evaluation Committee consisted of representatives from various programs within DPH and external panelists who are experts in the subject matter. Proposals were evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009. As a result of the evaluation process, Decade was selected.

DPH has included an invoice credit in the Service Level Requirements in the Agreement which will be applied to the quarterly maintenance fees and hosting fees for unscheduled downtime and other unachieved service levels. Likewise, very specific service levels have been defined in the areas of software deficiencies, backup/disaster recovery, and software version releases and enhancements.

Honorable Board of Supervisors
July 31, 2012
Page 8

DPH has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to automate its EH information; capture real-time inspection, violation, and payment information; improve capability to manage information within DPH EH programs; integrate with other County departments; and improve accuracy and data integrity.

Respectfully submitted,

Reviewed by:

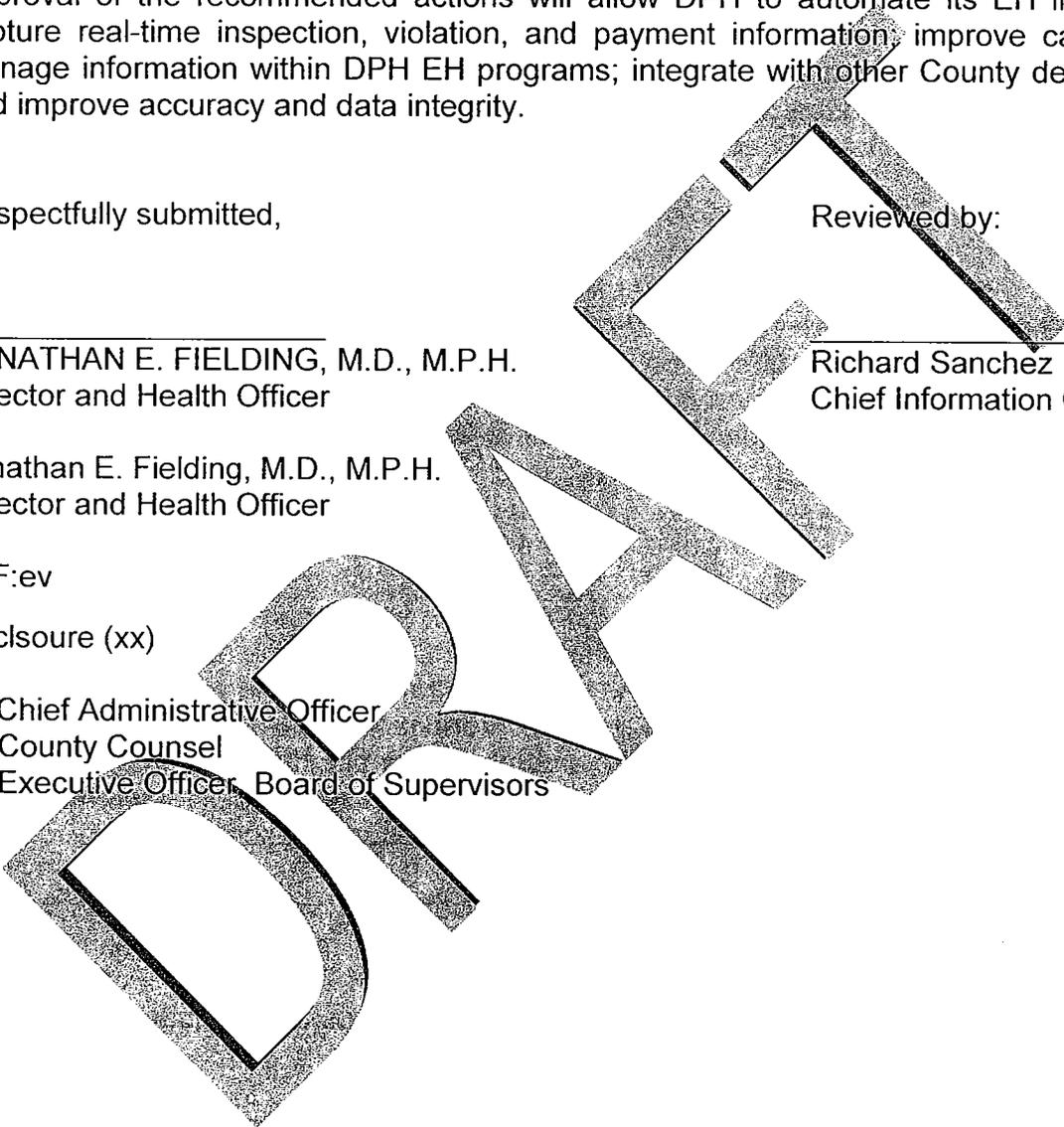
JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

Richard Sanchez
Chief Information Officer

Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

JEF:ev
2286
Enclosure (xx)

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





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>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

July 31, 2012

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:

**APPROVAL OF AMENDMENT NUMBER 1 TO MAINTENANCE AND OPERATIONS
AGREEMENT (NO. 76936) AND GRANT OF A CONSERVATION EASEMENT
NECESSARY FOR GRANT COMPLIANCE FOR THE
PLAZA DE CULTURA Y ARTES
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

The recommended actions will (1) amend the existing Maintenance and Operating Agreement with LA Plaza de Cultura y Artes Foundation to provide a consistent funding base by the County and to establish a funding match requirement from the Foundation; and (2) grant a conservation easement for historic preservation purposes from the County to the Los Angeles Conservancy, on behalf of the National Park Service, as required by the Save America's Treasures Grant Program federal grant guidelines in consideration for grant funding for work on the historic Plaza House and Vickrey-Brunswick Building in the previously Board approved Plaza de Cultura y Artes Project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign Amendment Number 1 in a form substantially similar to the attached amendment, with LA Plaza de Cultura y Artes Foundation, a non-profit group responsible for the operation and maintenance of Plaza de Cultura y Artes, to provide a consistent funding base by the County and to establish a funding match requirement from the Foundation. The Amendment will support the continued successful operation of the Plaza.

HOA.898073.1
[LA Plaza Amendment 1]

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

2. Approve the grant of conservation easement from the County on the County-owned Plaza House and Vickrey - Brunswig buildings and the land in the footprint underneath those buildings to the Los Angeles Conservancy, on behalf of the National Park Service, to fulfill a condition of a federal grant from the Save America's Treasures Grant Program.
3. Instruct the Chair to sign the Conservation Easement Agreement in a form substantially similar to the federal easement agreement attached after approval as to form by the County Counsel, and authorize delivery to the Los Angeles Conservancy.
4. Instruct the Chief Executive Officer to record the conservation easement and notify the LA Plaza de Cultura y Artes Foundation of the execution and recordation of the easement, which sets out conditions and restrictions applicable to the LA Plaza de Cultura y Artes Foundation through its Lease and Maintenance and Operations Agreement with the County.
5. Authorize the Chief Executive Officer to take any other actions consistent with and/or necessary for the implementation of the foregoing approvals.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will (1) amend the Maintenance and Operations Agreement (Agreement) to provide a consistent funding base by the County, to establish a funding match requirement from the Foundation for its maintenance and operation of the Mexican American cultural heritage center, and to update contract requirements; and (2) allow the LA Plaza de Cultura y Artes Foundation (Foundation) to fulfill the requirements of its federal Save America Treasures Grant for the Plaza de Cultura y Artes Project (Project) rehabilitating for adaptive re-use two historic buildings, located in the El Pueblo Historic District of the City of Los Angeles.

Maintenance and Operations Amendment

Under the current Agreement, executed in 2009, the County generally agreed that the Foundation would perform the County's obligations to maintain and repair the Plaza de Cultura y Artes (Cultural Center), without cost to the Foundation, subject to the approval of an annual County budget appropriation. By August 31 of each fiscal year, the County provides an advance payment to the Foundation the amount contemplated under the

Contractual Services program of the budget. The Foundation, at its sole cost and expense, funds the day-to-day management and supervision of all permitted uses, including but not limited to, the cultural, educational, performing arts, exhibits, presentations, services and activities which are the primary mission of the Foundation.

The proposed Agreement amendment (Amendment), included as Attachment A, will establish a base year funding contribution by the County, to be adjusted annually by the Consumer Price Index (not to exceed five percent); and will establish a Foundation matching contribution requirement in an amount equal to 80 percent (80%) of the County Contribution.

The current Agreement outlines the County's oversight and approvals generally and as it relates to any concession, other subcontracts or subleases, prices, and rules and regulations governing the day-to-day operations and maintenance of the Cultural Center. This Amendment does not diminish the County's oversight.

Further, the Lease Agreement (Lease), Environmental Impact Report and State law allow the Foundation to use or sublease the Cultural Center for permitted uses such as cultural, educational, exhibition gallery, and office space for nonprofit organizations, or government functions, such as office space for the County or other agencies.

Conservation Easement

In September 2004, your Board executed a Lease with the Foundation for the development, operation, and maintenance of the County's properties in the El Pueblo area between Main Street, Cesar Chavez Avenue, Hill Street, and Arcadia Street. The initial term of the Lease is 66 years, with an extension of 33 years at the option of the Foundation. All required environmental and legal documents were completed anticipating the ability to apply for all grants available and applicable for the Project.

In January 2006, the Foundation applied for and was approved for a \$197,058 matching Save America's Treasures Grant from the federal National Park Service (NPS). Under the Save America's Treasures Grant, a 50-year easement must be granted by the County as the underlying property owner in order to assure preservation of the historic nature of the two buildings where the grant funds are utilized.

Conservation easements are not directly granted to the NPS. However, the NPS has established, with each state, a listing of entities which will hold conservation easements on behalf of the NPS. The Foundation has recommended that the Los Angeles Conservancy hold the easement due to their knowledge and relationship with the

County on this Project.

Therefore, the Foundation has requested that the County grant a conservation easement of the land in the footprint of the two historic buildings (Attachment B) to the Los Angeles Conservancy, on behalf of the NPS as a condition of the \$197,058 of grant funds for the tenant improvements to these two buildings that were completed in April 2011 by the Foundation.

Implementation of Strategic Plan Goals

These actions will support the County's Strategic Plan Goals of Operational Effectiveness (Goal 1) to efficiently improve the delivery of services and enhance activities which promote good health, social, and emotional well-being.

FISCAL IMPACT/FINANCING

As approved in the April 2007 Agreement with the Foundation, the Foundation is responsible to fund the day-to-day maintenance and supervision of all the permitted uses, including but not limited to, the cultural, educational, performing arts, exhibits, presentations, services and activities, which are the primary mission of the Foundation and related supporting services and activities.

The Amendment establishes a base year funding amount of \$1.0 million in net County cost, equal to the amount included in the County budget as adopted for fiscal year 2011-12. Also included is a provision in which the County contribution will be adjusted effective July 1 of every fiscal year following the base year in accordance with the percentage increase or decrease in the Consumer Price Index – All Urban Consumers (Los Angeles Anaheim, Riverside area).

The Amendment also establishes, each year, an annual matching Foundation contribution in an amount equal to 80 percent (80%) of the County contribution.

Any costs incurred related to the easement shall be borne by the Foundation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Lease, approved in 2004 with the Foundation, is authorized by Government Code Section 26227 which permits the County to lease its property to a nonprofit corporation in the furtherance of programs meeting the social needs of the County. This Amendment, and the original Agreement executed in 2009, satisfy the Lease

requirement to return to the Board with maintenance and operating agreements detailing the respective obligations of the parties for those services.

The County is authorized to grant this conservation easement to the Los Angeles Conservancy who will act on behalf of the NPS. Government Code section 26227 authorizes a transfer of a property interest to a non-profit organization, such as the Los Angeles Conservancy, for programs to meet social needs of the population of the County.

The grant of easement will not impact the Foundation's ability to fulfill its obligations under the Board-approved Lease Agreement. The legal description of the County property to be subject to the conservation easement was prepared by Hennon Surveying & Mapping, Inc.

The conservation easement requires preservation of the Plaza House and Vickrey-Brunswig buildings and compliance with the applicable Secretary of Interior Standards for any alterations made to these buildings, and is consistent with the County's prior approval of the Project and the County's lease and maintenance agreement with the Foundation. The easement terms are required by the federal grant of funds to the Foundation and require the County to maintain the historic buildings and to provide reasonable public access as defined. The easement also grants the rights of inspection and enforcement of its terms to the Los Angeles Conservancy and provides for the Conservancy's oversight of any work in the event of casualty damage or destruction of the buildings.

The Foundation will be responsible for compliance with the conditions and restrictions of the easement provisions under the terms of its Lease and Agreement with the County. Those agreements require compliance with all Legal Requirements, as defined, which include "all covenants, conditions and restrictions of record which now or at any time hereafter may become applicable to the Premises or any part thereof".

Supervisor Molina currently serves as a member of the Board of Directors of the Foundation. The directors and officers of the Foundation do not benefit financially from serving in both positions. As the Foundation's primary purpose is to support the Board in the rehabilitation and development of the El Pueblo properties, County Counsel has advised that the conflict of interest laws would not preclude the County from entering into this funding agreement with the Foundation. Further, the laws would not limit Supervisor Molina's ability to participate in the County's discussions or decisions regarding the funding agreement provided her affiliation with the Foundation is noted in the official record at the time of any decision.

The Amendment is in compliance with all Board and CEO requirements and has been approved as to form by County Counsel. The attached conservation easement agreement has been reviewed by County Counsel and approved as to form.

ENVIRONMENTAL IMPACT REPORT

On September 14, 2004, your Board certified an Environmental Impact Report (EIR) for the Plaza Project. On September 28, 2010, your Board approved an Addendum to the previously certified EIR. The recommended actions are within the scope of the previously certified EIR and Addendum. As required, a Historical American Building Survey for the Plaza House and Vickrey-Brunswig Building has been completed.

In addition, the proposed actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are excluded by the definition of project by Section 15378(b) of the State CEQA Guidelines. The proposed amendment of the ongoing operation and maintenance agreement and the grant of an easement for historic preservation purposes involve organizational or administrative activity of government not resulting in direct or indirect changes to the environment and the amendment is also a government funding mechanism that does not commit to any specific project which may have a potentially significant physical impact on the environment.

Upon your Board's approval of this action, the Chief Executive Office staff will file a Notice of Determination.

CONTRACTING PROCESS

Not Applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no negative impact to current services. Approval of the Amendment will ensure the continuance of affordable, quality cultural experiences and life-long learning opportunities for the community, as well as bolster the Foundation's ability to increase its base of private support through enhanced donor and investor confidence.

The Honorable Board of Supervisors
July 31, 2012
Page 7

CONCLUSION

It is requested that the Executive Officer-Clerk of the Board return four (4) confirmed copies of the Board's action to the Operations Cluster of the Chief Executive Office.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:BC:EFS:RR:MKZ
DJT:GS:FC:DKM:BM:ib

Attachments (2)

c: Executive Office, Board of Supervisors
County Counsel
LA Plaza de Cultura y Artes Foundation

LA Plaza de Cultura y Artes Maintenance and Operations Agreement Amendment No. 1

This Amendment Number 1 (“Amendment”), effective as of _____, 2012 of the Maintenance and Operations Agreement (“M&O Agreement”), dated as of February 9, 2009, is made and entered into by the County of Los Angeles, by and through its Chair (“County”), and LA Plaza de Cultura y Artes Foundation (“Foundation”), a California non-profit corporation (“Foundation”), and collectively the “Parties”, concerning the operation and maintenance of LA Plaza de Cultura y Artes (“Cultural Center”).

RECITALS

WHEREAS, County owns certain real property (“the Site”), more particularly described in Exhibit 1 to the Lease Agreement as defined, located in the El Pueblo de Los Angeles Historic District with the City of Los Angeles as well as certain real property to the west and adjacent to the Site, more particularly described in Exhibit 2 to the Lease Agreement as defined;

WHEREAS, in furtherance of the Museum and Government Code Section 26227, County leased the Site and its existing improvements to the Foundation for the Museum as set out in the LA Plaza de Cultura y Artes Lease Agreement dated November 4, 2004, and incorporated by reference;

WHEREAS, pursuant to California Government Code Section 26227, the County may contract with private nonprofit agencies to operate programs to meet the social needs of the County which the Board of Supervisors determines will serve public purposes;

WHEREAS, pursuant to California Government Code Section 26227, the County may lease its real property to a nonprofit corporation in furtherance of programs which meet the social needs of the County upon terms and conditions determined by the Board of Supervisors to be in the best interest of the County and the general public;

WHEREAS, Foundation is a nonprofit corporation uniquely qualified to manage the operation of the Cultural Center;

WHEREAS, the Lease Agreement provides for a division of maintenance and operations responsibilities between the County and Foundation, and provides in Section 8.3 that a M & O Agreement shall be executed by County and Foundation to set forth the respective obligations in detail;

WHEREAS, the County and Foundation executed such a M & O Agreement in accordance with the Lease in 2009, and with the subsequent opening and operation of the Cultural Center, wish to refine and update the terms by amendment of the M & O Agreement;

NOW, THEREFORE, in consideration of the performance of the mutual promises herein contained at the time and in the manner specified, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the following Sections shall be added to the M & O Agreement as follows:

Section 1. Section 3 (Foundation Responsibilities), unnumbered Paragraph 3 of the M & O Agreement is amended to add language at the end of that paragraph relating to utilities to read in pertinent part as follows and with no change to the balance of the language in this section: "As agreed by the County and Foundation , the County will cause to be paid when due the County funded utilities by requiring that the Foundation shall assume payment of County funded utilities processed and billed by the County's Internal Services Department. "

Section 2. Section 4 (County Duties to Be Performed by Foundation/County Payment) of the M & O Agreement is amended to add the term "Administration" to read in pertinent part as follows and with no change to the balance of the language in this section:..."Unless otherwise agreed, the Foundation's annual operating budget shall identify two programs: (1) operational items, including utilities which were formerly to be directly paid or reimbursed by the County to be identified as "Administration" and (2) operational items to be paid by the Foundation to be identified as "Contractual Services". Unless otherwise agreed, the County shall advance the amount contemplated under the Administration and Contractual Services programs to the Foundation on or before August 31, each fiscal year".

Section 3. Section 5 (b) (Discharge Claims: Impositions) of the M & O Agreement is amended to delete the last line of that section to read in pertinent part as follows and with no change to the balance of the language in this section. "Subject to County's payment obligations provided in Section 4 , Foundation shall discharge or provide for the discharge of all claims which it has authorized or incurred for labor, materials and supplies furnished for or in connection with the Museum."

Section 4. Section 7(Budget Process; Insufficient Funds) of the M & O Agreement is amended to add sections 7(c)-7(i) to read in pertinent part as follows and with no change to the balance of the language in this section:

"7 (c) County Contribution: Beginning with the 2012-13 fiscal year (the "Base Year"), the County shall allocate in its annual budget a fixed sum (the "County Contribution") which shall be used and expended by the County pursuant to the appropriation authority to pay the cost of maintaining and operating cultural center as described in the Lease and Maintenance and Operations Agreements. Notwithstanding any other provision of this agreement, the County's total monetary obligation to Foundation under this agreement shall be the County Contribution.

(d) Base Year Amount: The County Contribution for the Base year shall be one million dollars (\$1,000,000), which is the net County cost included in the final County budget as adopted for the 2011-12 fiscal year.

(e) Annual Adjustment of County Contribution: The County Contribution shall be adjusted effective July 1 of every fiscal year following the Base Year in accordance with the percentage increase or decrease, if any, in the Consumer Price Index – All Urban Consumers (Los Angeles, Anaheim, Riverside area; Base: 1982-84 = 100) (“Index”), as published by the United States Department of Labor, Bureau of Labor Statistics (“Bureau”), or any successor index, as follows: the Index of December 1 of each fiscal year (the “Adjustment Date”) shall be compared with the Index (“Comparison Index”) for the preceding Adjustment Date and the County Contribution shall be increased or decreased by the percentage increase or decrease, if any, between such Adjustment Date Indices; provided, however, that no such annual adjustment shall exceed five percent (5%).

(f) Foundation Contribution: During each fiscal year beginning with the Base Year, Foundation shall contribute towards its operations for the benefit of the cultural center a Foundation Contribution in an amount equal to eighty percent (80%) of the County Contribution.

(g) Foundation Budget: At the beginning of each fiscal year, Foundation will prepare and provide County with an annual budget which sets forth amounts of estimated revenues and expenditures by category related to the Foundation Contribution for the year. Foundation will provide County with a report on February 1 of each fiscal year disclosing actual revenues and expenditures and any changes in estimated annual totals by category.

(h) Re-Opener For Substantial Budget Crisis: Notwithstanding any other provision of this agreement, County may, at its option, request Foundation to meet for the purpose of negotiating in good faith regarding the amount of the County Contribution for any year in which there exists a substantial budget crisis. For purposes of this section, the parties agree that the term “substantial budget crisis” shall be evidenced and measured by the reduction for budgetary reasons of the number of budgeted positions of permanent employees of County by two percent (2%) from the preceding fiscal year. Exercise by County of its option under this Section shall not in any way be deemed to relieve either party from its respective obligations hereunder, specifically including but not limited to, County’s obligation to pay the annual County Contribution required by this Agreement.

(i) Foundation Use of The Site: Foundation is authorized to, within guidelines established by the Board of Directors, and consistent with the Lease and applicable law including California Government Code Section 26227, to make cultural center facilities available to other groups or firms for social activities and filming for a charge that Foundation will receive and use for cultural center purposes. Foundation will reimburse County for any direct costs in connection with such use of cultural center facilities, including without limitation costs of security, custodial services, and other staffing/costs required for such use.

Attachment A

Section 5. Section 20 (Incorporation of Lease Agreement and Priority of Documents) of the M & O Agreement is amended to read as follows: "The Lease Agreement between the parties to this amendment covers the agreement of the parties in most respects and is incorporated by reference as if set out herein. In the event of conflict between the Lease Agreement and this Amendment, the Lease Agreement provisions will apply, and in the event of a conflict between this Amendment and the M & O Agreement executed in 2009, this Amendment will apply.

Section 6. The additional standard terms and conditions attached in Exhibit A to this Amendment shall apply as if set forth herein.

Section 7. Except as amended herein, the M & O Agreement is in full force and effect.

IN WITNESS WHEREOF, the Foundation has executed the Amendment, or caused it to be duly executed by its authorized representative(s) on the date indicated below, and the County, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer – Clerk of the Board of Supervisors thereof effective the date of approval of the Board of Supervisors.

THE COUNTY OF LOS ANGELES

LA PLAZA DE CULTURA Y ARTES
FOUNDATION

By _____
Chair of the Board of Supervisors

By _____
Executive Director of the Foundation

ATTEST:

SACHI HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
HELEN S. PARKER
Principal Deputy County Counsel

Non Profit Operating Agreement: Exhibit A: County Additional Terms and Conditions

1. Assignment and Subcontracts

The Foundation may enter into subcontracts for performance of portions of this Agreement only upon receipt of prior written consent of the County. All appropriate provisions and requirements of this Agreement shall apply to the sub-agreement. Foundation shall be held responsible by the County for performance of any sub-contractor.

2. Records Retention And Inspection

Within ten (10) calendar days of County representative's written request, Foundation shall allow County access to financial and program records during regular business hours at any place Foundation keeps those records.

3. Conflict of Interest

Foundation covenants that neither the Foundation nor any of its agents, officers, its employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has personal interest, direct or indirect, in the Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

Foundation, its agents, officers, employees, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

4. Fair Labor Standards

Foundation agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court cost, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by Foundation's employees for which the County may be found jointly or solely liable.

5. Citizenship

Foundation warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. Foundation shall indemnify, defend and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Foundation or County, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

6. County Lobbyists

Foundation and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Foundation, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the

part of Foundation or any County lobbyist or County lobbying firm retained by Foundation to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

7. Use of Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposit at County landfills, Foundation agrees to use recycled-content paper to the maximum extent possible in its services under this Agreement.

8. Notice to Employees Regarding The Federal Earned Income Credit

Foundation shall notify its employees, and shall required each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth Internal Revenue Service Notice 1015.

9. Consideration Of Hiring Gain/Grow Program Participants

Should Foundation require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, Foundation shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence ("GAIN") or general relief opportunity for work ("GROW") programs who meet Foundation's minimum qualifications for the open position. For this purpose, consideration shall mean that Foundation will interview qualified candidates. County will refer GAIN/GROW participants by job category to Foundation. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, the County employees shall be given the first opportunity. See Attachment 1 to this Exhibit.

10. Foundation's Acknowledgment Of County's Commitment To Child Support Enforcement

Foundation acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Foundation understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in prominent position at Foundation's place of business. County's District Attorney will supply Foundation with the poster to be used.

11. Foundation's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Foundation acknowledges that County places a high priority on enforcement of the Safely Surrendered Baby Law. Foundation understands that it is County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Foundation's place of business. The County's Department of Children and Family Services will supply Foundation with the poster to be used.

12. Foundation'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 the Charitable Purposes Act requirements. By requiring contractors to complete Attachment 2 to this Exhibit 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.

13. Force Majeure

- (a) Neither party shall 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 sub-paragraph as "force majeure events").
- (b) Notwithstanding the foregoing, a default by a subcontractor of Foundation shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Foundation and such subcontractor, and without any fault or negligence of either of them. In such case, Foundation shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Foundation to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- (c) In the event Foundation's failure to perform arises out of a force majeure event, Foundation 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.

14. Compliance With Jury Service Program

This Agreement is subject to provisions of 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. See Attachment 3 to this Exhibit. Unless the Foundation, also called contractor for purposed this provision, Contractor has demonstrated to County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. Independent Contractor Status

This Agreement is by and between County and Foundation and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Foundation. Foundation understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Foundation and not of County. Foundation shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Foundation pursuant to this Agreement.

16. Employment of Laid-Off County Employees

Should Foundation, or any subconsultant performing more than \$250,000 of this Agreement value, require additional or replacement personnel to perform services under

this Agreement other than the performance of a skilled trade, Foundation shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

17. Termination For Improper Consideration

County may, by written notice to Foundation, immediately terminate the right of Foundation to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Foundation, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Foundation's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Foundation as it could pursue in the event of default by Foundation. Foundation shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

18. County Rights

The County and Foundation may employ, either during or after performance of this Agreement, any right of recovery such party may have against the other party by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of County and Foundation under this Agreement are in addition to any right or remedy provided by California law.

19. Prevailing Wage Requirements

Foundation shall comply with all applicable prevailing wage requirements.

20. Contractor Responsibility and Debarment

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 County's policy to conduct business only with responsible contractors. Foundation is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Foundation on this or other contracts which indicates that Foundation is not responsible, County may, in addition to other remedies provided in the Agreement, debar Foundation from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Foundation may have with County. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that Foundation has done any of the following: (1) violated a term of a contract with County or a nonprofit

corporation created by County; (2) committed an act or omission which negatively reflects on Foundation's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity. If there is evidence that Foundation may be subject to debarment, the Department will notify Foundation in writing of the evidence which is the basis for the proposed debarment and will advise Foundation of the scheduled date for a debarment hearing before the Contractor Hearing Board. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Foundation and/or Foundation's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Foundation should be debarred, and, if so, the appropriate length of time of the debarment. Foundation and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. If Foundation has been debarred for a period longer than five years, that Foundation may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Foundation 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 County. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Foundation has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board. These terms shall also apply to subconsultants of Foundation.

21. No Payment for Services Provided Following Expiration/Termination of Agreement
Foundation shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Foundation after the expiration or other termination of this Agreement. Should Foundation receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Foundation. This provision shall survive the expiration or other termination of this Agreement.
22. Governing Law, Jurisdiction, And Venue
The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Foundation agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.
23. Mutuality of Obligation
Neither party shall have any obligation to fund or make any payment hereunder for any fiscal year in which the other party has failed to fund or make any payment in accordance with the terms and provisions of this Amendment, nor shall County have any obligation to Foundation for any fiscal year prior to the Base year.
24. Binding Obligation
County and Foundation acknowledge and agree that each of their respective obligations to budget and pay or expend funds hereunder constitutes a mandatory, binding commitment on its part to do so; provided that performance by either party of its obligations hereunder is conditioned upon performance of the other party of its obligations hereunder. County hereby acknowledges that this Amendment is a contract which will be honored in the same manner as all other County contracts.
25. No Third Party Beneficiaries
Notwithstanding any other provision of the Agreement, Foundation and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph shall not be construed to diminish Foundation's indemnification obligations hereunder.
26. Waiver
No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any

time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof.

27. Severability

If any provision of the Agreement is adjudged void or invalid, for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

28. Rights And Remedies Not Exclusive

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

REQUIRED FORMS - EXHIBIT 9

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

GAIN/GROW ATTESTATION - 10-14-03

REQUIRED FORMS - EXHIBIT 20

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Proposer 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 Proposer 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

Proposer 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)

REQUIRED FORMS - EXHIBIT 10

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

| | | |
|----------------------------------|--------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For _____ Services: | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR.

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

CONSERVATION EASEMENT AGREEMENT
For a Save America's Treasures Grant

INTRODUCTION. This conservation easement agreement is made the ____ day of July 31, 2012, between the County of Los Angeles, as GRANTOR of conservation easement (hereafter referred to as the "Grantor"), and the Los Angeles Conservancy, as GRANTEE of the conservation easement (hereafter referred to as "Grantee"). This conservation easement agreement is entered for the purpose of preserving the Plaza de Cultura y Artes Plaza House and Vickrey-Brunswig Buildings, a building that is important culturally, historically, architecturally and archeologically.

1. The Subject Property. This agreement creates a conservation easement in real estate legally described as the Plaza House and Vickrey-Brunswig Building footprints. The Subject Property is the site of the Plaza de Cultura y Artes Plaza House and Vickrey-Brunswig Buildings, located at 501 North Main Street, Los Angeles, County of Los Angeles, California (hereafter referred to as the "Property").
2. Grant of conservation easement. In consideration of the sum of \$197,058.00 received in grant-in-aid financial assistance from the National Park Services of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the Property.
3. Easement required for federal grant. This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Services of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Save America's Treasures Grant Program.
4. Conditions of easement:
 - a. *Duration.* This conservation easement is granted for a period of fifty (50) years commencing on the date when it is filed with the County of Los Angeles County Recorder.
 - b. *Documentation of condition of the Property Name at the time of grant of this easement.* In order to make more certain the full extent of Grantor's obligations and the restrictions of the Subject Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces, including archeological features (if known) incorporated as Exhibit "A" at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of floor plans. To complement Exhibit "A", Grantee personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Property.
 - c. *Restrictions on activities that would affect historically significant components of the Property.* The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant, interior, spaces and features identified in Exhibit "A", exterior construction materials, architectural details, form, fenestration,

height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standard for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").

- d. *Duty to maintain the Property.* The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the subject Property, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- e. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of Interior's "*Standards for Archeology and Historic Preservation*".
- f. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Standards for Archeology and Historic Preservation or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
- g. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
- h. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this easement agreement are being observed.
- i. *Anti-Discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.
- j. *Easement shall run with the land; conditions on conveyance.* This easement shall run with the land and be binding on the Grantor, its successors and assigns. The Grantor agrees to insert and appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property, the Subject Property, or any part thereof.
- k. *Casualty Damage or Destruction.* In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any

proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the property from the National Register. If the property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the property's removal from the National Register is deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Property which will then be returned to the United States Treasury.

- i. *Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural important of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal actions, including, but not limited to, legal action. If a court, having jurisdiction determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction required the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Grantee and the State Attorney General for all the State's expenses incurred in stopping, preventing, correcting the violation, including but not limited to reasonable attorney fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.
- m. *Amendments.* The parties may by mutual written agreement jointly amend this easement, provided the amendment shall be consistent with preservation purposed of the easement and shall not reduce its term of direction. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and it filed with the County of Los Angeles County Recorder.
- n. *Effective date; severability.* This conservation easement shall become effective when the Grantor files it in the Office of the Recorder of the Los Angeles County, California, with a copy of the recorded instrument provide to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

COUNTY OF LOS ANGELES:

By:

Zev Yaroslavsky, Chairman

STATE OF CALIFORNIA, LOS ANGELES COUNTY, ss: On this _____ day of _____, 2012, before me the undersigned, a Notary Public for said State, personally appeared _____, to me personally known, who stated that she/he is _____ that no seal has been procured by said corporation, and that he foregoing instrument was signed on behalf of said corporation by authority of it Board of Supervisors, and that as such officer, she/he acknowledge that she/he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

NOTARY PUBLIC

Los Angeles Conservancy:

By: _____
Name and Title

STATE OF CALIFORNIA, _____ COUNTY, ss: On this _____ day of _____, 2012, before me the undersigned, a Notary Public for said State, personally appeared _____, who stated that she/he is the duly appointed and actively serving _____ and that she/he executed the foregoing easement agreement as his voluntary act and as the voluntary actor of the Stator department of Cultural Affairs.

NOTARY PUBLIC

EXHIBIT "A" TO THE CONSERVATION EASEMENT AGREEMENT

Plaza House and Vickrey-Brunswig Building footprints, Los Angeles, California

To remain eligible for listing on the National Register of Historic Places, a property must be able to convey its significance. The following character-defining features have been identified as those that help convey the significance of the Plaza House and Vickrey-Brunswig Building footprints, legal description and photo documentation in Attachment A.

Significant Interior Spaces and Features

Character-defining interior features of the Plaza House include on the basement's brick dividing walls and stair locations; first floor the stair hall (wood staircase, wood wainscot and metal handrail), ceiling heights, division of commercial spaces, and storefront elements, including doors and windows; and the second floor's main hall and original plan layout, remaining skylights, ceiling heights, wood wainscot, wood panel doors, transom and molding, wood windows and molding, wood exterior door, transom and molding, wood baseboard, wood picture rail, fireplaces and surrounds, door and window hardware.

Character-defining interior features of the Vickrey-Brunswig Building include the basement's glass block light wells; the first floor's ceiling height; the second and third floor's ceiling heights, wood window molding, extant wood windows, wood paneling on walls and ceiling; and the fourth and fifth floor's ceiling height, wood window molding, and extant wood windows.

Significant Exterior Spaces and Features

Attachment B details the character-defining exterior features of the Plaza House and Vickrey-Brunswig Building.

Significant Archeological Features

The Plaza House and Vickrey-Brunswig Building are contributing elements to the Los Angeles Plaza Historic District, that was listed on the National Register of Historic Places in 1972. In its nomination, the Los Angeles Plaza Historic District was determined to be significant as the living composite story of Los Angeles from Indian times prior to 1781 through Spanish, Mexican, and American period to become the nation's largest city on the Pacific basin. The Plaza area of Los Angeles offers a unique opportunity for telling the story of the finding and the growth of the nation's largest City.