



Los Angeles County **REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk

January 10, 2012

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

Dear Supervisors:

**AUTHORIZE A FORM AGREEMENT
TO PROVIDE SPACE FOR VARIOUS EDUCATIONAL OPPORTUNITIES
AT THE DEPARTMENT'S HEADQUARTERS LOCATION
(All Districts - 3 Votes)**

SUBJECT

The recommended action will allow the Department of the Registrar-Recorder/County Clerk ("RR/CC") to enter into space use agreements with colleges, universities, and other institutions of higher learning ("Institutions") to provide educational programs at the RR/CC Headquarters facility.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached form agreement (Attachment 1) and delegate authority to the Registrar-Recorder/County Clerk, or designee, to negotiate and execute an agreement substantially similar to Attachment 1 with an Institution to provide space for an educational, certificate, or degree program at RR/CC Headquarters, 12400 Imperial Hwy, Norwalk, CA 90650, following the review and approval of the Chief Executive Officer ("CEO") and County Counsel prior to executing such agreement ("Agreement"). There is no impact to the County general fund.
2. Authorize the Registrar-Recorder/County Clerk, or designee, to prepare and execute amendments to any Agreement, as necessary, provided that County Counsel approval is obtained prior to executing any such amendment.
3. Authorize the Registrar-Recorder/County Clerk, or designee, to terminate the Agreement pursuant to the termination provisions contained in the Agreement, if needed, provided that County Counsel approval is obtained prior to terminating the Agreement.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 January 10, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow RR/CC to establish a space use agreement with accredited Institution to provide an educational, certificate, or degree program such as Associate of Arts (“AA”), Bachelor of Arts (“BA”), Master of Public Administration (“MPA”), etc. (collectively “Programs”) to be housed at RR/CC Headquarters, thereby facilitating higher education opportunities to County employees and other eligible students. The Institution will be responsible for qualifying students for admission into the Programs. Class participation will not interfere with County employee work assignments as participating County employees will attend class on their own time after the end of their normal work shift. Participating County employees are also responsible for paying their tuition and any other related expenses directly to the Institution. The time required to complete the program will vary due to the specific Program. There will be no promotional promises or other commitments of any kind to participating County employees based on their enrollment in or completion of any Program. Participating County employees may be eligible for tuition reimbursement based on the normal application process through their respective department and availability of funds.

The Programs will support, develop and assist participating professionals in enhancing skills; improve the ability to perform assignments; and the overall quality of their work. The term of each Agreement will be specific to the Program provided and will expire at the completion of the respective Program. Participants who complete the Program will receive the corresponding certificate/degree, as applicable, from the respective Institution.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. 1: Operational Effectiveness, Strategy 4: Workforce Excellence: Implement human capital management best practices to enhance the recruitment, development, and retention and well-being of qualified County employees. The Agreement will assist with County workforce development; provide valuable training for County employees who want to improve their skills for advancement; and assist with the succession planning initiatives desired by the County.

FISCAL IMPACT/FINANCING

There is no cost associated with the recommended action. Classes will be held in the evenings and during non-working hours in a space designated at RR/CC Headquarters. The Program activities will not require any additional space, personnel, or materials from RR/CC. There is no impact to Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board has previously authorized County departments to enter into such agreements with the California State University, Northridge (CSUN) to establish an MPA degree program and house such program in their respective department headquarters. The RR/CC currently has such an agreement with CSUN to provide an MPA program, which was approved by your Board on June 29, 2010. The MPA program curriculum is designed specifically for working adults, focuses on applicability, access and convenience to accommodate the busy working professional. With the success of the MPA

program, the Department wishes to expand on this concept. Your Board's approval of the recommended action will allow RR/CC to enter into contract negotiations with Institutions and, following review by CEO, County Counsel, and Risk Management to ensure any legal and/or liability issues are fully addressed, enter into an Agreement with the Institution to provide the desired Program at RR/CC Headquarters. Upon final approval of the Agreement by County Counsel, the Registrar-Recorder/County Clerk, or designee, will execute the Agreement on County's behalf.

Each Institution will be required to indemnify the County with regard to their delivery of the Program. The Institution will be responsible for providing all Workers Compensation, automobile and all required insurance coverage for its instructors.

The Agreement is for use of space only. The classes will be scheduled in the evenings or during non-working hours, as space permits. The Institution instructors and students will park in the public/general parking area in front from RR/CC Headquarters. All office space at RR/CC Headquarters is secure against unauthorized entrance by an electronic keycard system. The Institution instructors and students will be allowed into the facility and designated classroom space by the RR/CC security personnel that are present 24 hours a day, 7 days a week.

The Chief Executive Office and County Counsel have reviewed and approved this Board letter. County Counsel has approved the form agreement as to form.

CONTRACTING PROCESS

There was no contracting process associated with the Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow RR/CC to provide space at RR/CC Headquarters for the purpose of providing County employees and other eligible students with higher education opportunities. The classes will not impact County employee work assignments, customer services, or Net County Cost.

CONCLUSION

Upon approval of the recommendation, it is requested that the Executive Officer/Clerk of the Board return one original stamped copy of the adopted Board letter to:

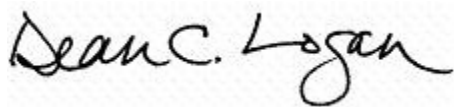
County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Ngozi Ume, Manager
Finance and Management Division

The Honorable Board of Supervisors

1/10/2012

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Respectfully submitted,

A handwritten signature in black ink that reads "Dean C. Logan". The signature is written in a cursive style with a large, looped "L" at the end.

DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:DM:NU:rl

Enclosures

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

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES THROUGH ITS
DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK
AND**

THIS AGREEMENT is entered into this _____ day of _____, 2012, is by and between the County of Los Angeles ("County"), a political subdivision of the State of California, through its Department of Registrar-Recorder/County Clerk ("RR/CC"), and _____ Institution _____ ("_____"), an accredited institution of higher learning. RR/CC and _____ are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party." This space use agreement ("Agreement") contains the entire agreement between the Parties with respect to the subject matter of this contract.

WHEREAS, _____ Name _____ of _____ Institution _____, located at _____ Address _____, is an accredited public university that provides a _____ ("AA," "BA," "MPA," etc) degree program ("Program");

WHEREAS, County desires to locate said degree Program at RR/CC Headquarters, 12400 Imperial Hwy, Norwalk, California, 90650;

WHEREAS, in return for providing gratis classroom space, the County will have the opportunity to offer an on-site degree Program to County employees and other eligible students to help meet County workforce development needs and meet the succession planning initiatives desired by the County; and

WHEREAS, RR/CC shall be responsible for the enforcement of this Agreement on behalf of County.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto and each of them do agree as follows:

1.0 TERM OF AGREEMENT

- 1.1 The term of this Agreement will be effective upon the execution of the Parties and run consecutively through _____. The term of this Agreement may be adjusted, as necessary, to accommodate any delay in the commencement of the Program, by mutual written agreement of the Parties.
- 1.2 This Agreement may be renewed or extended, upon mutual written consent of the Parties to accommodate the Program.
- 1.3 This Agreement may be terminated by any Party, during the term of this Agreement, upon 90 days advance written notice by either Party, unless all Parties mutually agree to a lesser period in writing. Notwithstanding the

foregoing, RR/CC may terminate the Agreement in the event RR/CC requires the Space (as defined below) as a result of any emergency at the sole determination of RR/CC. In addition, _____ shall not admit students into the Program after any Party executes a notification of termination. No written termination notice is required for this Agreement to expire at the end date of the Agreement term as provided in Paragraph 1.1 above.

- 1.4 Upon expiration of the Agreement or the cancellation thereof as herein provided, _____ shall immediately vacate the Space and deliver the Space to County in reasonably good condition.

2.0 RR/CC RESPONSIBILITIES

- 2.1 For the period set forth in Paragraph 1.1 above and subject to the terms of this Agreement, RR/CC will provide _____ with the gratis use of designated classroom space ("Space"), at RR/CC Headquarters, on the days and times set forth in Exhibit A (Program Schedule), for the term of the Agreement, to conduct the Program at RR/CC Headquarters, 12400 Imperial Hwy, Norwalk, California 90650. In the event that the Space is not available on a scheduled class date, RR/CC will provide substitute space.
- 2.2 RR/CC will provide _____ faculty with limited access to RR/CC Headquarters, located at 12400 Imperial Hwy, Norwalk, California 90650 and the designated Space provided for the Program.
- 2.3 The adequacy of Space will be determined by RR/CC.
- 2.4 RR/CC will be responsible for normal maintenance, utilities, and custodial services to keep the Space in good condition.
- 2.5 RR/CC will provide standard conference room furnishings and audio-visual equipment from RR/CC's existing, available resources. Should _____ provide its own specialized equipment not available through RR/CC for performance under this Agreement, _____ shall be solely responsible for the removal of such equipment from the classroom by the end of each session. RR/CC will allow County employees, other eligible students, and faculty, during the period of performance under this Agreement, reasonable access to Space, restrooms, break area, and other services and premises specifically required for the implementation of the Program.
- 2.6 Notwithstanding any other provision of this Agreement, the failure of _____ or its officers, agents or employees to comply with the terms of this Agreement or any written directions by or on behalf of RR/CC issued pursuant hereto shall constitute a material breach thereof and this Agreement may be terminated immediately. RR/CC's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

3.0 _____ RESPONSIBILITIES

3.1 PURPOSE AND SCOPE OF UTILIZATION

- 3.1.1 _____ will locate an accredited (_____) degree Program at RR/CC Headquarters, located at 12400 Imperial Hwy, Norwalk, California 90650. Classes will be located in the designated Space or any other adequate Space designated by RR/CC. Classes will be scheduled per Exhibit A (Program Schedule). _____ may utilize RR/CC Space as designated in this Agreement only for the sole purpose of conducting (_____) degree Program. It is expressly understood that this Agreement does not constitute the conveyance by RR/CC to _____ of any estate or interest in real property.
- 3.1.2 _____ certifies and agrees that all persons employed by _____ and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

3.2 SPACE USE CONDITIONS

_____ shall:

- 3.2.1 Conduct the permitted activities in a professional manner and operate without interfering with RR/CC conducting its business or use of its premises. County has the right to request _____ to remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.
- 3.2.2 To the extent possible, keep the Space provided in a clean and orderly manner, and at the conclusion of each class session, return the furniture to its original configuration and lock the door upon exiting to secure the Space.
- 3.2.3 Assume the risk of loss, damage or destruction due to theft, fire, and casualty of any and all personal property belonging to _____ that is located within the Space.
- 3.2.4 Notify County contact identified in Paragraph 8 (Notices) of this Agreement of any damage to RR/CC property within 2 business days. Email or telephone message will be deemed sufficient notification.
- 3.2.5 Make no alterations or improvements to the Space provided for the conduct of the (_____) degree Program.

- 3.2.6 Permit RR/CC authorized representatives to enter the Space provided at any time for the purpose of determining whether _____ activities are being conducted in compliance with the terms of this Agreement.
- 3.2.7 Prohibit all advertising signs or matter from display, other than signs displaying the name of _____.
- 3.2.8 Notify County contact identified in Paragraph 8 (Notices) of this Agreement via telephone or email when _____ faculty member will not be present. Whenever possible notification should be made by 6:00 p.m.

4.0 INDEPENDENT CONTRACTORS

This Agreement for Space use only, is by and between the County (through RR/CC) and _____ and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between RR/CC and _____. _____ understands and agrees that all _____ employees arranged by _____ to furnish services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of _____ and not of RR/CC. _____ shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any _____ employee for injuries arising from or connected with services performed on behalf of _____ pursuant to the Agreement. Any injury to _____ employees while at RR/CC Headquarters shall be reported on a County Non-Employee Injury Report form, Exhibit B of this Agreement.

5.0 INDEMNIFICATION AND INSURANCE

5.1 INDEMNIFICATION

_____ agrees to indemnify, defend and hold harmless County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the College's acts and/or omissions arising from and/or relating to this Agreement.

County agrees to indemnify, defend and hold harmless _____ and its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

5.2 INSURANCE REQUIREMENTS (_____):

Without limiting _____'s indemnification of County and during the term of this Agreement, it is understood and agreed the _____ maintains self insurance programs to fund its respective liabilities. _____ shall ensure the following specific insurance coverage is included.

5.2.1 General liability insurance (written on ISO policy form CG 0001 or its equivalent), and endorsed to name County as an additional insured, with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2,000,000 |
| Products/Completed Operations Aggregate: | \$1,000,000 |
| Personal and Advertising Injury: | \$1,000,000 |
| Each occurrence: | \$1,000,000 |

5.2.2 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

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

5.2.4 _____ shall provide evidence of its insurance programs to RR/CC Contracts Section upon execution of this Agreement and at RR/CC's request. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Hwy.
Norwalk, CA 90650
Attention: Contracts Section, Room 5115

5.2.5 _____ shall report to County any accident or incident relating to activities performed under this Agreement, which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against _____ and/or County. Such report shall be made in writing within 72 hours of _____'s knowledge of such occurrence on the County's Non-Employee Injury Report form, Exhibit B to this Agreement.

5.2.6 In the event the _____ fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any cost to County, _____ shall pay full compensation for all reasonable cost incurred by County.

5.3 INSURANCE REQUIREMENTS (COUNTY):

It is understood and agreed the County maintains self insurance programs to fund its respective liabilities. County shall provide evidence of its insurance programs at _____'s request.

6.0 AGREEMENT TERMS

6.1 This Agreement contains all the terms and conditions agreed upon by the Parties thereto. No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved and executed by the Parties.

6.2 _____ shall comply with any and all of RR/CC's rules and regulations, applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are incorporated herein by reference.

6.3 _____ acknowledges that the rights conferred herein are personal to _____ and do not operate to confer on or vest in _____ title, interest, or estate in the Space or any part thereof, and therefore _____ shall not assign, hypothecate or mortgage the Space or any portion thereof, by, through, or pursuant to this Agreement.

6.4 _____ agrees to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees that venue, if any action is brought hereunder, shall be exclusively in the County of Los Angeles.

7.0 DEFAULT

_____ agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by _____, County may forthwith revoke and terminate this Agreement, in addition to any of County's other rights and remedies provided at law and in equity.

8.0 NOTICES

Any notices required to be given to either Party under the terms of this Agreement shall be addressed to:

COUNTY: Name: Edward Sumcad
 Address: 12400 Imperial Hwy, Room 7213
 Norwalk, CA 90650
 Phone: (562) 462-2948
 Email: esumcad@rrcc.lacounty.gov

_____: Name: _____

 Address: _____

 Phone: _____

 Email: _____

9.0 WAIVER

No waiver of a breach of any provision of the Agreement by RR/CC will constitute a waiver of any other breach of said provision or of any other provision of the Agreement. Failure of either Party to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Registrar-Recorder/County Clerk, or his duly authorized designee, and _____ has caused this Agreement to be subscribed on its behalf by its duly authorized officer the day, month, and year first above written.

ATTESTED:

INSTITUTION

COUNTY OF LOS ANGELES

By: _____

Dean C. Logan

Title: _____

Registrar-Recorder/County Clerk

APPROVED AS TO FORM:

ANDREA S. ORDIN
County Counsel

By _____

Patrice Salseda
Senior Deputy County Counsel

Program Schedule