



OPERATIONS COMMITTEE

DCBID Administrative Offices
600 Wilshire Blvd, Suite 870
Los Angeles, CA 90017

Wednesday, July 14, 2021
11:00 am – 12:00 pm

AGENDA

- | | | | |
|-------|--|----------|--------|
| I. | CALL TO ORDER | | WOLK |
| II. | PROPERTY OWNER/PUBLIC COMMENT PERIOD <u>ON POSTED AGENDA ITEMS</u> | | WOLK |
| III. | APPROVAL OF MINUTES | (ACTION) | WOLK |
| | a. April 6, 2021 | | |
| IV. | CHRYSLIS CONTRACT RENEWAL | (ACTION) | HOLLEY |
| V. | DCBID FORMAL SUPPORT POLICY | (ACTION) | HOLLEY |
| VI. | STREETCAR SUPPORT | (ACTION) | HOLLEY |
| VII. | OLD BUSINESS | | WOLK |
| VIII. | NEW BUSINESS | | WOLK |
| IX. | PROPERTY OWNER/PUBLIC COMMENT PERIOD <u>ON NON-POSTED AGENDA ITEMS</u> | | WOLK |
| X. | NEXT MEETING – TBD | | WOLK |
| XI. | ADJOURNMENT | | WOLK |

MEETING MATERIALS ARE AVAILABLE AT 600 WILSHIRE BLVD., SUITE 870. THANK YOU.

Note: In compliance with the Americans with Disabilities Act and its implementing regulations, the DCBID will provide reasonable accommodations upon request, which must be received 24 hours in advance of the desired meeting date. To request such an accommodation, please contact Kevin Thomas at 213-416-7534 or kthomas@downtownla.com.

Posted Friday, July 9, 2021



Property Owner/Public Comments on Agenda Items



Minutes



**Downtown Center Business Improvement District
OPERATIONS COMMITTEE MEETING
April 6, 2021**

Committee Members

Barbara Bundy, Robert Cushman, Sauli Danpour, Suzanne Holley, Ken Pilgrim, Bill Stennis, Cari Wolk

Absent

Rick Vogel

Staff

Michael Ashkenasi, Kevin Begovich, Jorge Castro, Mike Filson, Nick Griffin, Cole Judge, Gerald Pierce, Kevin Thomas, Jacqueline Vaughn

Guest

Dan Coté

CALL TO ORDER

Wolk called the meeting to order at 9:04 AM with a quorum.

PROPERTY OWNER/PUBLIC COMMENT PERIOD ON POSTED AGENDA ITEMS: None.

APPROVAL OF MINUTES

Wolk asked for a motion to approve the March 8, 2021 minutes. Bundy made a motion to approve as presented. Cushman seconded and the motion was approved.

OPERATIONS - SAFETY

Holley reviewed the LAPD – COVID Crime Trending Report for March 2020 through March 2021, noting significant increases in burglary, grand theft auto, and burglary/theft from motor vehicle crimes and a significant decrease in personal theft crimes due to reduced pedestrian traffic. Aggravated assaults and disturbances also increased.

OPERATIONS - MAINTENANCE

Holley noted a large increase in graffiti removals due to civil unrest, sports championships, and the elections. The Committee requested at its March 2021 meeting that additional resources be allocated to address graffiti. Castro reported that a vehicle used strictly for safety patrols overnight is now being deployed during the day as a maintenance vehicle to focus on graffiti abatement. Pierce shared that the increase in graffiti is primarily due to street signs, parking meters, and windows being vandalized with markers. Wash downs have increased, and we are awaiting arrival of a new maintenance golf cart that can be used to quickly respond to wash downs in areas difficult to access by our truck.

In response to the Board's concerns regarding trash and graffiti on the freeways immediately adjacent to our District, the BID has been in contact with Assemblymember Santiago's office who has been instrumental in obtaining Caltrans support in providing cleanup.

The Committee expressed concern at the volume of homeless encampments and asked if we could engage the city council to rescind the emergency order allowing tents to remain up during the day due to the COVID-19 pandemic.

BOARD-UP FOLLOW-UP

Holley provided an update to the boarded-up businesses. There were 44 businesses boarded up as of March 1, 2021. Currently, eight businesses have removed boards, ten businesses are under construction, and four businesses have permanently closed. The BID will continue outreach to boarded-up businesses to determine if the BID can assist with reopening efforts or otherwise improve the appearance of the boards.

DTLA IS OPEN CAMPAIGN

Vaughn reported that the DTLA is Open campaign is underway to generate enthusiasm on reopening downtown. The campaign advertises to LA residents and visitors through targeted social advertising, dedicated email blasts, and radio and digital ads with local media outlets. Free promotions for District businesses are being promoted on DowntownLA.com, dedicated social media posts, gift card giveaways, a DTLA is Open promotional video, and business kits.

2022 ASSESSMENT INCREASE

Holley reported that staff is going to propose a 2022 assessment rate increase to the Board. She reviewed previous assessment rate increases, noting that a 5% increase is the maximum permitted by our Management Plan. The Board approved the last increase of 5% in 2018. The 2021 forecast reflects a \$310K rollover to 2022. With no assessment rate increase, the BID would need to reduce operating expenses by 1%. With a 3% increase, the BID would be able to absorb a 1.9% increase in expenses. With a 5% increase, the BID would be able to absorb a 3.8% increase in expenses.

The Committee asked that proposed assessment rate increase percentages be projected against actual budget expenses so that percentages reflect what is needed to maintain the same level of operating expenses and services.

OLD BUSINESS: None.

NEW BUSINESS: None.

PROPERTY OWNER/PUBLIC COMMENT PERIOD ON NON-POSTED AGENDA ITEMS: None.

NEXT MEETING: The next meeting TBD.

ADJOURNMENT: The meeting was adjourned at 10:03 AM.

***Pursuant to California Executive Order #N-29-20 dated March 17, 2020, the Downtown Center Business Improvement District Operations Committee conducted its meeting via teleconferencing. The meeting was accessible telephonically and electronically to all members of the public seeking to observe and address the Committee.*



Chrysalis Contract Renewal



Memorandum

To: DCBID Operations Committee
From: Suzanne Holley, CEO & President
Date: July 14, 2021
Re: Renewal of the Chrysalis Maintenance Services Agreement

Summary

Chrysalis Enterprises has been providing maintenance and cleaning services to the DCBID for over 20 years. The term of the current contract, dated as of February 1, 2009, as amended on September 8, 2014, is month-to-month. Chrysalis has asked the DCBID to enter into a new General Agreement (the "Contract"), which updates and amends certain contract language in addition to memorializing a new term. In 2021, the contract budget is \$1.64MM.

Background

- Chrysalis is a 501(c)6 organization that provides a pathway to self-sufficiency for homeless and low-income individuals by providing the resources and support needed to find and retain employment. In 1991, Chrysalis formed Chrysalis Enterprises to provide transitional (limited term) employment for clients who may be facing more significant barriers to getting a job. This program helps get clients working more quickly, earning a paycheck, building confidence, and developing skills that will enable them to secure and retain long-term employment.jobs program
- The current contract between DCBID and Chrysalis Enterprises included a 3-year term from February 1, 2009 through January 31, 2012. The contract provides for automatic successive one-month renewals until revoked by DCBID with thirty (30) days written notice.
- An amendment was executed in September, 2014 to clarify that Chrysalis would not be required to indemnify DCBID for claims that are covered by DCBID's auto insurance. Chrysalis would, however, be required to indemnify DCBID for (i) any increases in premiums or other costs resulting from Chrysalis employees' accidents, driving records, or failure to abide by the terms and conditions of the contract or DCBID auto insurance policies; and (ii) any losses, claims, damages, injuries, or expenses that are not covered and paid by DCBID's automobile insurance policies.



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- Service Options
 - Chrysalis provides Maintenance and Cleaning Services to at least a dozen BIDs in Los Angeles, and specifically a number of BIDs in the Downtown area including:
 - Historic Core BID
 - Fashion District BID
 - Industrial District BID
 - Arts District BID
 - Figueroa Corridor BID
 - There are a number of other vendors in the LA area that provide similar services to Chrysalis for other Los Angeles BIDs. These include:
 - Block by Block – a for-profit used by the South Park and Westwood BIDs in LA; also used by numerous downtown BIDs in California including Long Beach, San Francisco, and Santa Monica. They have a national presence and are known for their own [data reporting system](#).
 - Clean Street – a for-profit used by the Hollywood BID and headquartered in Gardena, CA with a presence throughout CA. They do provide services for BIDs, but their business also has a heavy focus on municipal and construction street sweeping.
 - Streetplus -- a for-profit handling the Burbank BID and headquartered in Brooklyn. They also have contracts with BIDs in San Francisco and Berkeley, CA, and several in New York City.
 - StayGreen – a for-profit used by the Studio City BID.
- Current DCBID Contract Wages

Maintenance Staffing: January 1, 2021 - December 31, 2021						
Position	Pay Rate	Markup	Bill Rate	Quantity	Total Hrs/Wk	Year Total
Project Manager	\$26.00	36.65%	\$35.53	1	40	\$ 73,895
Supervisor	\$19.07	74.95%	\$33.36	3	120	\$ 208,169
Driver	\$16.00	58.00%	\$25.28	2.6	104	\$ 136,704
Machine Operator	\$16.00	58.00%	\$25.28	2	80	\$ 105,157
Sweeper	\$15.00	65.60%	\$24.84	27	864	\$ 1,115,926
Totals:				35.6	1208	\$ 1,639,850



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As the nature of this employment for Sweepers is transitional (i.e. employment is solely for the purpose of providing work experience and is not to exceed one year), they are paid at the minimum wage. Included in the markup are benefits for the Supervisor and Project Manager. Also included in the markup are costs not typically seen in for-profit billing including those for one-on-one mentoring, assessment, and employment-focused case management.

- Material Proposed changes to contract language
 - Few changes were requested by Chrysalis and the contract was reviewed by counsel on behalf of the DCBID. Additional changes were incorporated as a result, all of which are acceptable to Chrysalis. A redline of the Contract is attached. The material changes are summarized below:
 - 7. Compliance with Laws and Regulations
COVID and viral agent compliance added.
 - 8.1 General Indemnity
Modified to reflect terms of the 2014 Amendment regarding auto insurance.
 - 9. Insurance Requirements
Modified to reflect terms of the 2014 Amendment regarding auto insurance; however, DCBID coverage requirement reduced from \$2MM to \$1MM.

Recommendation

Chrysalis has a long-standing relationship with the DCBID, as well as with several other Downtown BIDs—so not only has the institutional knowledge to provide the needed services but is also large and close enough to have the capacity to easily staff our account. Working with Chrysalis allows the DCBID to not only serve the maintenance needs of the District but also supports an organization who provides long-term solutions to those experiencing homelessness in our District.

The other contractors noted above as providing similar services, are for-profit organizations that do not provide these community benefits. While additional quotes were not solicited, it is anticipated that for-profit pricing would likely be comparable: while the markup percentage may be lower, savings would likely be offset by market wages.

It is therefore requested that the Operations Committee recommend that the Board approve execution of the Chrysalis contract as amended, with a three-year term from September 1, 2021 to August 31, 2024, cancellable with thirty (30) days notices, automatically renewable for one month periods upon termination.



GENERAL AGREEMENT
FOR
MAINTENANCE AND CLEANING SERVICES

Dated

DATE September 1, 2021

by
and
between

THE CHRYSALIS CENTER

and

**DOWNTOWN CENTER BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT CORPORATION**



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**GENERAL AGREEMENT FOR MAINTENANCE
AND CLEANING SERVICES**

DOWNTOWN CENTER BUSINESS IMPROVEMENT DISTRICT MANAGEMENT CORPORATION, a California 501(C)(6) not for profit corporation, as agent for DOWNTOWN CENTER BUSINESS IMPROVEMENT DISTRICT (hereinafter referred to as the “COMPANY”), and The Chrysalis Center, a California 501(C)(3) nonprofit corporation, (hereinafter referred to as the “CONTRACTOR”) (together, “Parties”), enter into this Agreement (the “Agreement”) as of -September 1, 2021 ~~DATE~~.

IN CONSIDERATION of the mutual promises, covenants and conditions contained herein, the Parties hereto agree as follows:

The CONTRACTOR shall perform the maintenance and cleaning services set forth in the Scope of Service attached as Exhibit 1 hereto (the “Services”) for the COMPANY directly or for the COMPANY as part of an agreement between the COMPANY and any third party (a “COMPANY Partner”) in accordance with this Agreement, the terms and conditions attached hereto and made a part hereof, and the provisions contained in any written supplemental hereto (any unilateral supplemental by the COMPANY, an “Authorization”) shall be considered a part of this Agreement.

All services performed by the CONTRACTOR under this Agreement shall be performed within the boundaries of the COMPANY’s “Maintenance Overlay Area” as defined in Exhibit 2 hereto.

This Agreement shall continue in effect until terminated as provided in the terms and conditions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first here in above written.

THE CHRYSALIS CENTER,
a 501(C)(3) Nonprofit
Corporation

DOWNTOWN CENTER BUSINESS
IMPROVEMENT DISTRICT
MANAGEMENT CORPORATION,
a California 501(C)(6) Not For Profit
Corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

TERMS AND CONDITIONS

1. PERFORMANCE OF THE WORK

1.1 Definitions

- (a) **“Work”** or **“Services”** means all services to be performed by the CONTRACTOR under this Agreement.
- (b) **“Day(s),” “Week(s)”** and **“Month(s)”** mean calendar day(s), week(s), and month(s) unless otherwise expressly stated.
- (c) **“Change”** means any addition, deletion, amendment or change in a requirement of this Agreement which is approved in writing and made by the COMPANY via an Authorization and shall not mean a clarification or further detailed explanation of an existing requirement.
- (d) **“Clean,” “Remove”** or **“Maintain”** means removing all debris, garbage and materials not normally part of a designated property, object or surface, which shall include sweeping, washing, wiping, scrubbing, scraping, raking, and pressure washing.

2. INDEPENDENT CONTRACTOR

The CONTRACTOR acknowledges and agrees that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship~~is engaged in an independent business and not as an agent, employee, partner or joint employer of the COMPANY.~~ The CONTRACTOR represents and warrants that it is an employer subject to, and shall comply with, all applicable laws, including without limitation applicable wage and hour statutes, unemployment compensation statutes and occupational safety and health statutes, and shall be responsible for withholding and payment of any and all payroll taxes and contributions, including without limitation federal, state, provincial, commonwealth and local income taxes; Federal Insurance Contributions Act, Federal Unemployment Tax Act and state unemployment contributions; and workers’ compensation and disability insurance payments. The CONTRACTOR shall in performing the Services hereunder, CONTRACTOR shall be deemed and act as an independent contractor ~~CONTRACTOR~~ and shall retain complete control over, and shall be responsible for the acts, errors, omissions and conduct of, each and all of the CONTRACTOR’s personnel, employees, representatives and subcontractors and operations, and shall conform to all statutory requirements with respect to its employees, agents, and subcontractors, and shall provide all appropriate employee benefits. The CONTRACTOR acknowledges and agrees that the COMPANY shall have no responsibility or liability for treating the CONTRACTOR’s representatives, employees or subcontractors as employees of

the COMPANY for any purpose and neither the CONTRACTOR nor its employees or agents shall be, in any sense, the COMPANY's employees or agents, or have any authority to bind the COMPANY in any way. Neither the CONTRACTOR nor any of the CONTRACTOR's representatives, employees, agents, consultants or subcontractors shall be considered representatives, employees, or agents of the COMPANY, and are therefore not eligible for coverage or to receive any benefit under any COMPANY provided workers' compensation, employee plans or programs or employee compensation arrangement, including without limitation any medical and dental plans, bonus or incentive plans, retirement benefit plans, stock plans, disability benefit plans, life insurance or any and all other such plans or benefits During the provision of Services hereunder, the CONTRACTOR shall consult frequently, as requested by the COMPANY, with the COMPANY's designated representative. To the furthest extent provided by law, CONTRACTOR agrees to defend, indemnify, and hold the COMPANY harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of CONTRACTOR's employees (as independent contractors) who provide Services under this Agreement.

3. SPECIFICATIONS

The CONTRACTOR shall perform its Services in accordance with the specifications and attached exhibits which made part of this Agreement and such additional materials as the COMPANY may provide to the CONTRACTOR from time to time to explain and clarify the Services.

4. PERMITS/LICENSES

The CONTRACTOR shall obtain any and all permits, licenses and authorizations, and pay all charges and fees and give all notices, which may be required by any and all governmental authorities with respect to the Services at the CONTRACTOR's expense, prior to performing any Services that require such permits, licenses or authorizations. The CONTRACTOR shall promptly notify the COMPANY, in writing, of any delay in the processing of approvals and permits by any governmental authorities or insurers. The CONTRACTOR shall review information received from governmental authorities and insurers and shall recommend to the COMPANY an appropriate response or course of action based on such information. The CONTRACTOR shall alert the COMPANY to any comments, requests, questions or guidance from governmental authorities or insurers that it deems in its professional judgment are unusual. All installations and equipment used by the CONTRACTOR in performing the Services shall be maintained and installed in strict conformity with the requirements of the Board of Fire Underwriters as well as all local, city, county, state and federal laws, rules, ordinances and regulations.

5. ITEMS TO BE PROVIDED BY THE CONTRACTOR

Unless otherwise provided in this Agreement, the CONTRACTOR shall provide all materials, utilities, consumable supplies, tools, equipment, and labor, including supervision, necessary for the provision of the Services under this Agreement.

6. COMPENSATION

6.1 Total Compensation

The budgeted labor compensation to be paid to the CONTRACTOR under the terms of this Agreement is detailed by the Labor Rates in ~~the Labor Budget set forth in Exhibit 4. Both the Labor Budget and the Rate Schedule~~—The Labor Rates are subject to amendment as detailed below in section 6.2. In addition, the CONTRACTOR shall be reimbursed for the actual cost of materials, utilities, consumable supplies, tools, and equipment necessary for the provision of the Services under this Agreement, subject to the prior written authorization of the COMPANY.

Unless expressly agreed otherwise by the COMPANY in writing, compensation shall not include reimbursement for overtime pay or premiums paid or owed by the CONTRACTOR. The CONTRACTOR shall not be entitled to any increase in compensation on account of performance of the CONTRACTOR's obligations provided during overtime except to the extent the CONTRACTOR has received the COMPANY's prior written approval for such additional overtime cost pursuant to this Agreement. Nothing herein relieves the CONTRACTOR from any obligations it may have, legal or otherwise, to pay overtime to its employees, and the COMPANY assumes no obligations in that regard. The CONTRACTOR shall have sole discretion to direct the CONTRACTOR's personnel with respect to hours worked, including overtime.

In no event will the CONTRACTOR be compensated for changes arising out of or resulting from any (i) error, omission or mistake of the CONTRACTOR or the CONTRACTOR's representatives or employees; (ii) defective or non-conforming performance of the CONTRACTOR's obligations hereunder; or (iii) failure of the CONTRACTOR or the CONTRACTOR's representatives or employees to meet conditions warranted hereunder.

6.2 Changes in Services

The COMPANY shall have the right at any time to issue, in writing, orders changing any of the Services previously specified or agreed upon and the CONTRACTOR shall carry out all Changes. Such written Changes shall be in the form of an Authorization, which shall specify the

Services to be performed, compensation to be paid therefore, the time for commencing and completing such Services and the responsible individuals for each party with respect to the Authorization. The COMPANY reserves the right to make Changes and modify the scope of the Services and the commensurate payments made to the CONTRACTOR for the Services under this Agreement at any time by a maximum twenty-five percent (25%) variance, increase or decrease, of the total compensation to be paid under this Agreement.

In the event the COMPANY issues any written directive which is not identified as a Change but which the CONTRACTOR reasonably considers to be a Change, the CONTRACTOR shall so notify the COMPANY in writing within ten (10) days after receipt of such directive. If no such timely notice is given, the CONTRACTOR shall be deemed to have accepted such written directive and shall proceed in accordance with such directive without any adjustment in compensation except as set forth in the Change order, if at all. If the COMPANY identifies the directive as a Change, or if the CONTRACTOR gives such timely notice and the COMPANY agrees that such directive is a Change, the CONTRACTOR shall, within ten (10) days after giving such notice or after receipt of the directive, advise the COMPANY of its proposed adjustment in compensation and the COMPANY and the CONTRACTOR shall attempt to agree in writing on an appropriate adjustment in compensation resulting from the Change. After such agreement is reached, the CONTRACTOR shall proceed with and shall implement the Change for the mutually agreed upon compensation. However, if such notice is given or if the COMPANY originally identified the directive as a Change, and, in either instance, the COMPANY and the CONTRACTOR fail to agree on an appropriate adjustment in compensation, then the COMPANY may issue a written request for the CONTRACTOR to proceed in accordance with such directive without such agreement. The CONTRACTOR shall comply with such written request at the adjusted compensation level stated in the written directive, but such compliance shall not prejudice either party's claim that the directive is or is not a Change or, as the case may be, its claim for an appropriate adjustment in compensation. After the written request to proceed is issued, any adjustment which is to be made to the compensation shall be determined in accordance with the applicable Rate Schedule, or as otherwise agreed by the parties.

The parties agree that the Labor ~~Rates~~[Budget](#) ([Exhibit 4](#)) and the [Rate Schedule](#) ([Exhibit 3](#)) will be reviewed and updated as necessary on a regular basis by mutual agreement, but at least annually and as driven by increases in wage requirements or equipment costs.

6.3 Terms of Payment

6.3.1 Billing Procedures

The CONTRACTOR shall bill the COMPANY for the actual hours worked at rates based upon the agreed upon [Labor Rates Rate Schedule](#) attached as [Exhibit 4](#) and for the billing periods described in this section. The CONTRACTOR shall submit an invoice no later than the twentieth (20th) day of each month for compensation due hereunder for Services performed during the previous billing period and appropriate costs and expenses associated therewith, indicating the number of this Agreement and such other information as is required pursuant to any Authorization. The amount due hereunder will be paid by the COMPANY within thirty (30) days of receipt of invoice. The COMPANY may withhold from payment those amounts of questionable charges and/or may pay only after verifying the accuracy of any and all supporting details of such charges; or may pay the invoiced amount of questionable charges subject to the provisions set forth in Section 13 hereunder. Further, the COMPANY, in its sole discretion, may withhold up to ten percent (10%) of each invoice if it determines this is necessary and reasonable. Any withheld amounts shall be paid to CONTRACTOR upon satisfactory completion of the work.

The CONTRACTOR shall bill the COMPANY for additional costs associated with the disposal of hazardous waste, extraordinary rubbish (including furniture, large appliances, and large household items) and other bulky items except that the CONTRACTOR shall not undertake the removal or disposal of such items without express prior consent from the COMPANY's Director of Operations. The CONTRACTOR shall submit a copy of the disposal cost invoice to the COMPANY for payment.

[Notwithstanding anything contained in this Agreement to the contrary, the CONTRACTOR will have the opportunity to negotiate for increases in costs such as Federal, State, Local taxes and Workers' Compensation Insurance.](#)

6.3.2 Time Cards

~~The Contractor's employees shall punch in and out each day on a time clock provided by the Company. The timecards shall be maintained by the Contractor on the Company's premises at the safety center. The time cards shall serve as one element of the basis for the monthly billing.~~ [The timecards shall be maintained by the CONTRACTOR. The time cards shall serve as one element of the basis for the monthly billing.](#)

The COMPANY representative will review hours worked by each of the CONTRACTOR's employees on a ~~monthly~~ [weekly](#) basis. ~~by~~

~~signing each employee time card. The initialed time card shall serve as authorization of payment for hours recorded, except that~~
The COMPANY reserves the right to verify the accuracy of information reported on each time card and make any adjustments it deems appropriate. The COMPANY shall not be obligated to pay the CONTRACTOR for any time reflected on any time cards that are not properly submitted, supported or disputed. ~~on time.~~

6.3.3 Billing Cycle and Invoice

The CONTRACTOR shall bill the COMPANY monthly for eight four-week billing periods and four five-week billing periods, for a total of fifty-two weeks per calendar year. The billings shall reflect fees and charges incurred in either the four (4) or five (5) week period (depending upon the CONTRACTOR's employee pay periods) immediately preceding the billing statements.

The CONTRACTOR shall submit its invoices in the format shown in Exhibit 5.

6.4 Taxes

The CONTRACTOR shall pay, and the CONTRACTOR's compensation provided for hereunder (including all pricing and fees stated herein) includes, all applicable employment-related (including all State, Federal and other payroll taxes, including contributions and taxes assessed against employees on wages earned in connection with the Services), consumer, use and other similar taxes (except sales tax and value added tax unless specifically stated otherwise), levies, duties, fees, and assessments which are legally enacted on or before the date of this Agreement, whether or not then in effect. The CONTRACTOR shall make all reports required by governmental authorities or requested by the COMPANY. The CONTRACTOR shall also pay, and the CONTRACTOR's compensation provided for hereunder includes, an allowance for any and all other taxes now or hereafter imposed by any governmental authority upon, measured by or incident to the performance of this Agreement or the purchase, storage, use or consumption by the CONTRACTOR of materials, utilities, consumable supplies, tools or construction equipment used in the performance of this Agreement unless the applicable law specifically provide that such tax be paid by the COMPANY.

The CONTRACTOR may be required to provide a breakout of services, goods or other materials that may be qualified as tax exempt or subject to tax reductions. The COMPANY reserves the right to modify this Agreement, as necessary, to receive the benefits of any available tax exemptions or reductions. Furthermore, the CONTRACTOR shall separately itemize any tax, including without limitation, any value added

tax paid or payable by the COMPANY. The CONTRACTOR shall track, accumulate and report to the COMPANY all such tax paid on behalf of the COMPANY. Notwithstanding the foregoing, the CONTRACTOR, not the COMPANY, shall be responsible for all taxes on all income the CONTRACTOR receives from the COMPANY under this Agreement.

7. COMPLIANCE WITH LAWS AND REGULATION

The CONTRACTOR shall at all times comply with all laws, regulations, decrees, codes, ordinances, resolutions, and other acts of any governmental authority, including Federal and State labor, occupational safety (OSHA), and tax laws, which are applicable to this Agreement and to the CONTRACTOR's performance hereunder. The CONTRACTOR shall indemnify, defend, and hold the COMPANY and all its officers, directors, employees and representatives harmless from and against any and all loss, damage, injury, liability, claims, fines and penalties resulting directly or indirectly from the CONTRACTOR's failure to do so. Without limiting the generality of the foregoing, the CONTRACTOR shall comply with all applicable environmental laws and regulations, including but not limited to the Federal Water Pollution Control Act and the Federal Clean Air Act, and any amendments thereto.

The CONTRACTOR shall notify the COMPANY of any changes or anticipated changes in applicable laws of which the CONTRACTOR is aware or should be aware, the impact of such changes on performance of the CONTRACTOR's obligations hereunder and the intent of the Agreement, and recommendations for modifications to such performance subject to the COMPANY's approval.

CONTRACTOR is further responsible for ensuring that its employees, subcontractors, and agents providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment (PPE), and other workplace standards that apply to preventing occupational or other exposure to COVID-19 and/or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures. CONTRACTOR agrees to promptly respond to reasonable safety requests made by COMPANY. CONTRACTOR further agrees to defend, indemnify and hold COMPANY harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by CONTRACTOR employees, contractors, agents, for claims of injury or illness while present at COMPANY'S facilities or performing Services for the COMPANY, including exposure to COVID-19.

8. LIABILITY AND INDEMNIFICATION

8.1 General Indemnity

The CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the COMPANY and any parent,

subsidiary or sibling entity of the COMPANY and their directors, officers, employees, agents, [representatives](#), successors and assigns (“Indemnified Parties”) from and against any and all suits, actions, legal or administrative proceedings, claims, liens, demands, damages ([including consequential damages](#)), liabilities, losses, costs, fees, penalties, fines and expenses (including without limitation, attorneys’ fees and expenses (both the COMPANY’s in-house and outside), and costs of investigation, litigation, settlement, and judgment) (“Claims”), directly or indirectly arising out of or in connection with the acts, omissions, ~~or~~ [negligence](#), [or willful misconduct](#) of the CONTRACTOR, Program employees or the CONTRACTOR’s representatives, [officials, employees, subcontractors, or agents](#) in the performance of this Agreement, including without limitation Claims arising out of or connected with (i) the actual or alleged breach of the CONTRACTOR’s representations, warranties or covenants contained herein; (ii) with respect to Program employees, including the CONTRACTOR’ employees, employment-related issues including without limitation income tax withholding, employment taxes, employment benefits, employer contributions, actual or alleged violation of employment-related applicable laws including without limitation those regarding discrimination, harassment, retaliation, termination, and payment of overtime or wages; (iii) with respect to those employees of the CONTRACTOR’s representatives who work at the District as temporary or contingent staff, employment-related issues including without limitation income tax withholding, employment taxes, employment benefits, employer contributions, actual or alleged violation of employment-related applicable laws including without limitation those regarding discrimination, harassment, retaliation, termination, and payment of overtime or wages; (iv) taxes including without limitation sales and use, import and export, value added, and business operating; (v) the CONTRACTOR’s use of non-union labor including without limitation any interruption of the CONTRACTOR’s performance hereunder arising out of picketing, hand billing, boycotts, strikes, and slowdowns; or (vi) to the extent of the CONTRACTOR’s, Program employee’s, any subcontractors or their respective representatives’ negligence or willful misconduct, injury to or death of persons (including without limitation the CONTRACTOR’s, the CONTRACTOR’s representatives’ employees, or the Program employees) and damage to or destruction of property. Except with respect to items (iii) and (vi) above, the above indemnity obligations shall apply regardless of any allegation of negligence or intentional wrongdoing, concurrent or contributory negligence, whether active or passive, or strict liability of such Indemnified Parties, except those Claims determined by a court of competent jurisdiction to have been solely caused by the negligence or willful misconduct of ~~such Indemnified Parties~~ [COMPANY](#).

[COMPANY owns, maintains, and insures certain automobiles and other vehicles \(the "COMPANY Vehicles"\) used by CONTRACTOR in the](#)

course of performing the Services. Notwithstanding anything to the contrary in this Section 8.1, CONTRACTOR shall not be required to indemnify Indemnified Parties for any losses, claims, damages, injuries, or expenses to the extent that any such losses, claims, damages, injuries, or expenses are covered and paid by automobile insurance policies maintained by COMPANY; provided, however, CONTRACTOR shall be required to indemnify COMPANY for (i) any increases in automobile insurance policy premiums paid by COMPANY or other costs resulting from CONTRACTOR's (or its employees' or agents') accidents, driving records or failure to abide by the terms and conditions of this Agreement or COMPANY's automobile insurance policies; and (ii) any losses, claims, damages, injuries, or expenses that are not covered and paid by COMPANY's automobile insurance policies.

8.2 Defense and Resolution of Claim

The CONTRACTOR, at its expense, shall assume control of the defense and resolution of each Claim using legal counsel approved by the COMPANY and keep the COMPANY fully and timely informed of the progress of such defense and resolution. With respect to each Claim, the COMPANY shall have the right to retain independent legal counsel and monitor such Claim's defense and resolution. The CONTRACTOR and its legal counsel shall fully cooperate with the COMPANY and its legal counsel in providing such information as they may request. If both the CONTRACTOR and the COMPANY are named parties in any Claim and representation of both the CONTRACTOR and the COMPANY by the same legal counsel would be inappropriate due to the actual or potential differing interests between them, then the COMPANY, at the CONTRACTOR's expense, shall have the right to be represented by separate counsel of the COMPANY's choosing. If the COMPANY, in its sole discretion, determines that the CONTRACTOR has failed to (i) defend a Claim to the COMPANY's satisfaction or (ii) take timely and reasonable steps to resolve a Claim, the COMPANY shall have the right, but not the obligation, to assume control of the defense and resolution of such Claim, and the CONTRACTOR shall be bound by the results obtained by the COMPANY with respect to the Claim. The CONTRACTOR shall not confess judgment or settle, compromise or resolve any Claim without the written consent of the COMPANY which consent shall not be unreasonably withheld.

8.3 Reimbursement

The CONTRACTOR shall immediately reimburse the COMPANY all amounts paid by the COMPANY with respect to any Claim, including without limitation the following:

- 8.3.1 Any amount paid by the COMPANY for deliverables the use of which, including without limitation sale, transfer or other disposition, is enjoined in connection with such Claim;
- 8.3.2 Any costs, fees, penalties, fines and expenses, including without limitation first-party losses, attorneys' fees and expenses, and costs of investigation, litigation, settlement, and judgments; and
- 8.3.3 Any payment made to a claimant with respect to the Claim before resolution of the Claim or completion of legal proceedings if the COMPANY, in its sole discretion, determines that the CONTRACTOR has failed to defend such Claim to the COMPANY's satisfaction or take timely and reasonable steps to resolve such Claim.

8.4 Liens by the CONTRACTOR

To the extent permitted by applicable law, the CONTRACTOR hereby waives and releases all lien rights and similar rights for payment for services, labor, equipment or materials furnished by the CONTRACTOR in performance of its obligations hereunder and granted by law to persons supplying materials, equipment, services and other items of value to improve or modify land or the structures thereon, which the CONTRACTOR may have against the COMPANY's or the COMPANY's landlord's premises, property or funds payable to the COMPANY.

8.5 Third-Party Liens

The CONTRACTOR must promptly pay for its purchase of all goods and services utilized directly or indirectly in the performance of its obligations hereunder. If a lien affecting any of the COMPANY's rights is filed by any third-party ~~the CONTRACTOR of~~ related to goods or services purchased by the CONTRACTOR, the CONTRACTOR must remove the lien within 10 days of notice of lien or of written demand from the COMPANY, whichever is earlier. If the CONTRACTOR fails to remove the lien, the COMPANY may: (i) pay the amount of the lien; (ii) bond the removal of the lien; or (iii) take any other step necessary to remove the lien. The CONTRACTOR shall immediately reimburse the COMPANY for the cost of removal of any such lien, including without limitation all attorneys' fees and costs, upon receipt of written demand from the COMPANY. If the CONTRACTOR fails to reimburse the COMPANY, the COMPANY may back charge or withhold the cost of removal, including without limitation all attorneys' fees and costs, from any amount that the COMPANY may be required to pay to the CONTRACTOR for performance of its obligations hereunder.

9. INSURANCE

9.1 Insurance Required from CONTRACTOR

The CONTRACTOR shall, at its cost and expense, maintain in force, for the joint benefit of the COMPANY, any COMPANY Partner, Downtown Center Business Improvement District and the City of Los Angeles and their respective members, directors, officers, agents, employees and assigns (collectively the “**Insureds**”), a broad form comprehensive coverage policy of general liability insurance, including broad form contractual liability by the terms of which each of the Insureds is named as additional insureds and are indemnified against liability for damage or injury (including death) to the property or person of the CONTRACTOR’s employees, agents, invitees or any other person arising out of or in connection with this Agreement, excluding the willful misconduct of the COMPANY. CONTRACTOR’S provision of insurance hereunder shall not operate as a limitation on CONTRACTOR’S potential liability.

Except as to COMPANY’s automobile insurance policies pursuant to Article 9.5, CONTRACTOR agrees that its insurance policies will be primary to any insurance or self-insurance maintained by the COMPANY.

9.2 Insurance Specifications

The CONTRACTOR shall procure and maintain during the term of this Agreement the following ~~in~~ insurance with companies and on terms satisfactory to the COMPANY:

- 9.2.1 Workers Compensation and Employer’s Liability Insurance as prescribed by applicable law.
- 9.2.2 Comprehensive General Liability Insurance (Bodily Injury and Property Damage), the limits of which shall be not less than \$1,000,000 per occurrence and which include the following supplementary coverage:
 - (i) Contractual Liability to cover liability assumed under this Agreement.
 - (ii) Broad Form Property Damage Insurance.
 - (iii) Products Liability and Completed Operations.
- 9.2.3 Automobile Bodily Injury and Property Damage Liability Insurance, the limits of which shall not be less than \$1,000,000 Bodily Injury and \$1,000,000 Property Damage per occurrence. Such insurance shall extend to owned, non-owned, and hired

automobiles used by the CONTRACTOR's employees, agents and/or subcontractors in the performance of this Agreement.

9.3 Policy Endorsements

- (a) The insurance specified in Sections 9.1 through 9.2.34 hereof (except for Worker's Compensation and Employer's Liability) must contain endorsements stating that the Insureds, as identified in Section 9.1, and their respective members, directors, officers, agents, employees and assigns are shall named the Insureds as additional insureds. All endorsements must waive subrogation rights against additional insureds.
- (b) The insurance specified in 9.1 through 9.2.34 hereof shall include a requirement that the insurer provide the COMPANY with ten (340) days written notice prior to the effective date of any cancellation or material change of the insurance.

9.4 Evidence of Insurance

Before commencing the work hereunder, the CONTRACTOR shall provide the COMPANY with certificates or other documentary evidence of the above insurance satisfactory to the COMPANY.

9.5 Insurance Required from COMPANY

COMPANY shall maintain an automobile insurance policy for all automobiles owned by COMPANY that CONTRACTOR is authorized to operate when performing its duties under this Agreement, and such policy shall (a) have a coverage limit of not less than \$1,000,000, (b) name CONTRACTOR as an additional insured and (c) require that CONTRACTOR be provided at least 30 days' prior written notice of cancellation.

10. REPRESENTATIONS; WARRANTIES; COVENANTS

10.1 Representations of the CONTRACTOR

The CONTRACTOR represents and warrants to the COMPANY as follows:

- (a) The person signing this Agreement on behalf of the CONTRACTOR has the power and authority to execute this Agreement and to carry out the transactions contemplated herein;
- (b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have

been duly authorized by the requisite action on the part of the CONTRACTOR;

- (c) The CONTRACTOR's execution of this Agreement shall constitute the CONTRACTOR's representation and warranty that the CONTRACTOR is capable of and will perform its obligations hereunder;
- (d) The CONTRACTOR possesses a high level of expertise in the business, administration, management and supervision required to undertake its obligations contemplated hereunder and is fully and properly licensed, qualified, experienced, equipped, organized and financed to perform hereunder;
- (e) To the extent its obligations hereunder are impacted by conditions at a site owned or operated by the COMPANY, including without limitation seasonal weather and climate conditions, ongoing and/or adjacent operations, and the availability and cost of materials, labor, utilities and site access, the CONTRACTOR shall have familiarized itself with respect to such site conditions and shall have reflected such conditions in its pricing, fees, schedule and other obligations hereunder;
- (f) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein do not and shall not constitute (i) a breach, conflict with or default under any other agreement, whether written or oral, by which the CONTRACTOR or any of its material assets are bound; or (ii) an event that would, with notice or lapse of time, or both, constitute such a breach, conflict or default; and
- (g) The CONTRACTOR is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete its obligations hereunder.

10.2 General Warranties of the CONTRACTOR

The CONTRACTOR warrants as follows:

- (a) The execution, delivery and performance of this Agreement will not constitute a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default;
- (b) The CONTRACTOR shall comply with all applicable laws;

- (c) All deliverables and any other documents, goods, services, equipment or materials, or any portion thereof, prepared or provided pursuant to this Agreement, and the performance of the CONTRACTOR's obligations will (a) be free from defects, errors and deficiencies; (b) be fit for the purposes and uses intended by the COMPANY; and (c) comply with all applicable laws;
- (d) Except to the extent the COMPANY has agreed to in writing, no deliverable provided hereunder shall call for the use of any article or process subject to any patent, copyright, trademark or other third-party proprietary right for which use the COMPANY would be liable for royalty or other payments separate and apart from the Compensation;
- (e) The CONTRACTOR shall use an adequate number of qualified individuals who possess the requisite training, education, licensing, experience and skill to perform its obligations hereunder. The Parties agree that the COMPANY has the right to instruct CONTRACTOR to immediately remove any employee or agent from CONTRACTOR's facilities, as determined by the COMPANY in its sole discretion and for any or no reason. Upon receipt of such instruction, CONTRACTOR will immediately remove that employee or agent from COMPANY's facilities and will promptly provide an acceptable replacement employee or agent to perform the Services;
- (f) The CONTRACTOR shall (a) meet the highest professional standard of diligence, care, timeliness, trust and skill exercised by experienced members of the CONTRACTOR's profession with expertise in performing services similar to those to be provided hereunder; and (b) exercise such professional standard by appropriate actions or inaction during the term of this Agreement;
- (g) The CONTRACTOR shall use best efforts to use efficiently the resources necessary to perform its obligations hereunder consistent with the COMPANY's interests;
- (h) The CONTRACTOR shall perform its obligations hereunder in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary right of any third party;
- (i) The CONTRACTOR shall obtain all authorizations, permits, certificates and licenses that are required for the performance of this Agreement; and

- (j) All warranties provided hereunder will inure to the benefit of the COMPANY and the COMPANY's successors and assigns.

10.3 Warranties Not Exclusive

The warranties provided hereunder are not sole or exclusive, shall not be construed to modify or limit in any way any rights or remedies which the COMPANY may otherwise have against the CONTRACTOR, and are in addition to any other express or implied warranties set forth in this Agreement or provided by law.

10.4 Term of Warranties

Except as specifically set forth herein, any warranty corresponding to the CONTRACTOR's performance hereunder, or a portion thereof, including without limitation performance under its warranty obligations, shall survive the expiration or earlier termination of this Agreement.

10.5 Warranty Corrective Actions

In the event the CONTRACTOR fails to meet a warranted condition under this Agreement, the CONTRACTOR must promptly identify an action plan for (i) correcting such warranted condition; and (ii) correcting any damages arising out of or resulting from the CONTRACTOR's failure to meet such warranted condition. Such action plan shall be subject to the COMPANY's approval and be promptly implemented by the CONTRACTOR to the COMPANY's satisfaction. The implementation of such action plan and all actions taken in furtherance thereof shall be governed by the terms of this Agreement. The CONTRACTOR shall bear all costs associated with and incidental to such implementation. If the CONTRACTOR refuses or is not able to promptly identify or implement an action plan satisfactory to the COMPANY, the COMPANY may take corrective actions as it sees fit, all at the CONTRACTOR's expense.

10.6 Covenants of the CONTRACTOR

At all times during the term of this Agreement, the CONTRACTOR covenants to:

- (a) Meet the Standard of Care in the performance of its obligations hereunder. For purposes of this Agreement, "Standard of Care" shall mean (i) meeting the highest professional standard of diligence, care, timeliness, trust, dependability, safety, efficiency, economy and skill exercised by members of the CONTRACTOR's profession with expertise in providing services comparable to those to be provided hereunder; (ii) exercising such professional standard by appropriate action or inaction during the term of this Agreement; and (iii) complying with all applicable laws.

- (b) Re-perform at its sole expense any of the Services that, in the COMPANY's sole discretion, were not performed in accordance with this standard provided that the CONTRACTOR is notified in writing of the nonconformity within ninety (90) days after the completion of the nonconforming service;
- (c) Comply with all applicable laws;
- (d) Not enter into any other agreement, whether written or oral, that would conflict with the performance of the CONTRACTOR's obligations hereunder or constitute a default hereunder;
- (e) Review and negotiate all time limits or periods placed on its performance hereunder and to perform such obligations within such time limits and periods;
- (f) Not subcontract performance of its obligations hereunder unless the COMPANY consents thereto in writing; and

Upon discovering a breach of any of the CONTRACTOR's obligations hereunder, provide immediate written notice and explanation of such breach to the COMPANY and, to the extent possible and provided for hereunder, a plan to cure such breach.

11. COSTS AND ATTORNEYS' FEES

The CONTRACTOR shall promptly pay to the COMPANY (a) all costs and attorneys' fees incurred by the COMPANY resulting directly or indirectly from any and all loss, damage, injury, liability and claims for which the CONTRACTOR is obligated to indemnify the COMPANY pursuant to and in accordance with this Agreement, and (b) all costs and reasonable attorneys' fees in any legal action in which the COMPANY or its affiliate prevails, in whole or part, brought against the CONTRACTOR based on a breach of this Agreement.

12. ASSIGNMENT

Neither this Agreement nor money due the CONTRACTOR hereunder shall be assigned, subcontracted or transferred in whole or in part by the CONTRACTOR, except with the prior written consent of the COMPANY, and any attempt to do so without such written consent shall be void. Notwithstanding the foregoing, only with the prior written consent of the COMPANY may the CONTRACTOR assign or delegate the performance of its duties hereunder, in whole or in part, to a subsidiary of the CONTRACTOR or any other third party, provided, however, that if such written consent is given by the COMPANY, the CONTRACTOR shall be liable to the COMPANY for such performance as if such assignment subcontract or delegation had not occurred.

13. RECORDS AND AUDITS

- 13.1 The CONTRACTOR shall maintain true and correct sets of records in connection with the work and all transactions related thereto and shall retain all such records for at least thirty-six (36) months after completion of the work authorized by this Agreement.
- 13.2 No director, employee or agent of the CONTRACTOR shall give or receive any commission, fee, rebate or gift or entertainment of significant cost or value in connection with the work, or enter into any business arrangement with any director, employee or agent of the COMPANY or any affiliate other than as a representative of the COMPANY or its affiliate, without prior written notification thereof to the COMPANY. The CONTRACTOR shall promptly notify the COMPANY of any violation of this section, and any consideration received as a result of such violation shall be paid over or credited to the COMPANY. Additionally, if any violation of this section occurring prior to the date of this Agreement or any Authorization resulted directly or indirectly in the COMPANY's consent to enter into this Agreement or any Authorization with the CONTRACTOR, the COMPANY may, at the COMPANY's sole option, terminate this Agreement at any time and, notwithstanding any other provision of this Agreement, pay no compensation or reimbursement to the CONTRACTOR whatsoever for any work done after the date of termination. Any representative(s) authorized by the COMPANY may audit all records of the CONTRACTOR in connection with the work and all transactions related thereto for the sole purpose of determining whether there has been compliance with this Section 13.2.
- 13.3 If the CONTRACTOR's compensation under this Agreement is determined in whole or in part on a reimbursement of costs basis, the costs to be reimbursed shall be only those reasonably necessary as determined by the COMPANY to perform the work in an efficient manner in accordance with the time schedule required. The COMPANY may from time to time and at any time from the date of this Agreement until the date that is thirty-six (36) months after the completion of work under each Authorization, conduct an audit of all records of the CONTRACTOR and its subcontractors and vendors in connection with all reimbursable costs under this Agreement. Such audit may also cover the CONTRACTOR's procedures and controls with respect to the costs to be reimbursed. Upon completion of this audit the COMPANY shall pay the CONTRACTOR any compensation due the CONTRACTOR hereunder as shown by the audit. Any amount by which the total payments by the COMPANY to the CONTRACTOR exceeds the amount due the CONTRACTOR as shown by the audit shall be returned to the COMPANY.
- 13.4 The CONTRACTOR shall assist the COMPANY in the performance of the audit described in Sections 13.2 and 13.3.

14. THE CONTRACTOR'S UNDERSTANDING

It is understood that the CONTRACTOR, as a result of careful examination, is satisfied as to the nature and location of the work, (insofar as apparent from visual inspection of the surface and from plans and drawings, if any, furnished by the COMPANY), the character, quality and quantity of the materials to be used, the character of the equipment and facilities needed preliminary to and during the performance of the work, the general and local conditions, and all other matters which could in any way affect the work under this Agreement. Except as set forth herein, no representations by or oral agreement with any agent or employee of the COMPANY, either before or after the execution of this Agreement, shall affect or modify any of the CONTRACTOR's rights or obligations hereunder.

15. OWNERSHIP AND CONFIDENTIALITY

All original designs, technical information, methods and other work product developed under this Agreement shall be the property of the COMPANY. The COMPANY may use copies of the work developed under this Agreement for its own use in any way it deems appropriate. Any information or other material the COMPANY supplies to the CONTRACTOR for performance of the Services hereunder shall be returned to the COMPANY immediately upon request or upon completion or termination of the Services thereon. No information acquired in the performance of the Services shall be divulged to any third party except with the prior written consent of the COMPANY, unless such information was without contravention of any of the COMPANY's confidentiality agreements or confidentiality policies in the possession of the CONTRACTOR prior to receipt thereof in performance of the Services, was a part of the public domain or so became through no act or failure to act by the CONTRACTOR, or which corresponded in substance to information furnished the CONTRACTOR by third parties as a matter of right without restriction on disclosure.

16. HEADINGS

Headings of Sections and other parts of this Agreement are for reference only and are not to be construed as part of this Agreement. In some instances, a section or part contains provisions not covered by the heading thereof; in other instances, a section of part contains provisions that are described in the heading of another section or part.

17. TERMINATION

17.1 This Agreement may be terminated at any time by the COMPANY by giving no less than thirty (30) days prior written notice to the CONTRACTOR. In event of such termination by the COMPANY, Services shall be discontinued as provided in the termination instruction, and the COMPANY shall pay the CONTRACTOR all undisputed amounts of compensation as provided herein for all Services completed

prior to and during the orderly shutting down of the Services or in accordance with the termination instructions, but in any event such payment shall not exceed unpaid part of the CONTRACTOR's compensation.

- 17.2 So long as it has completed all work required to be performed under each Authorization to the COMPANY's satisfaction, the CONTRACTOR may terminate this Agreement by giving not less than thirty (30) days prior written notice to the COMPANY.
- 17.3 The term of this Agreement shall be for the period beginning on ~~TBD~~ September 1, 2021, and ending on ~~TBD~~ August 31, 2024, unless earlier terminated pursuant to the terms and conditions set forth in this Agreement. After expiration of its term, the Agreement shall be automatically renewed for successive one-month periods unless revoked by the COMPANY upon thirty (30) days written notice or a new agreement is entered.

18. TIME IS OF THE ESSENCE; DELAYS

18.1 Time is of the Essence

CONTRACTOR agrees that time is of the essence and CONTRACTOR shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

~~18.1~~ 18.2 Delays, Suspensions and Extensions

The COMPANY may require the CONTRACTOR, for any reason, to suspend performance hereunder completely or partially for whatever length of time the COMPANY may elect. Unless the COMPANY and the CONTRACTOR otherwise agree, the time for completion shall be extended by each period that the CONTRACTOR is delayed by (a) the COMPANY or another independent CONTRACTOR who is directly responsible to the COMPANY (unless such delay is due to the CONTRACTOR's default); (b) an act of God or the elements; or (c) strikes, labor disturbance, disturbances, riots, fire, governmental action, acts of war or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due, or other cause beyond the CONTRACTOR's reasonable control. The appropriateness of any work stoppage due to inclement weather will be determined by mutual agreement of the CONTRACTOR and the COMPANY. No billable hours will accrue and become payable hereunder as a result of the nonperformance of any Services due to inclement weather or other acts outside the control of the COMPANY. In the event that a sidewalk rehabilitation or improvement

project is underway where cleaning is scheduled, any such affected portion of a cleaning route shall be temporarily deleted from same at the COMPANY's discretion. Any of these deleted areas will be added back to the route following completion of any such project.

The CONTRACTOR shall notify the COMPANY in writing each time the CONTRACTOR requests such an extension within five (5) days after the start of the occurrence causing the delay. Nothing in this Section shall limit the COMPANY's rights under Sections 6 and 17.

18.218.3 Damages due to Delays and Suspensions

The COMPANY shall not be liable for any damages or billable hours, direct, consequential or otherwise, suffered by the CONTRACTOR due to delays and suspensions; but where the CONTRACTOR is not in default, the CONTRACTOR shall be entitled to reimbursement for substantiated and reasonable direct costs caused by delays and suspensions but only to the extent such delays and suspensions are directly caused by the COMPANY and other independent CONTRACTORS who are directly responsible to the COMPANY. The CONTRACTOR shall be obligated to proceed with the work notwithstanding a dispute on reimbursement; such action shall not prejudice either party's claim with respect to reimbursement.

19. STRICT PERFORMANCE

The right of either party to require strict performance shall not be affected by any prior waiver or course of dealing.

20. GOVERNMENT EMPLOYMENT REGULATIONS

In connection with the performance of work under this Agreement, the CONTRACTOR shall comply with ~~all~~ the provisions below and all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, equal employment opportunity; which provisions are made a part hereof insofar as such provisions may be applicable to this Agreement and the CONTRACTOR's performance hereunder:

(a) Equal Opportunity

The CONTRACTOR hereby certifies that it will fully comply with Executive Order 11246, as amended by Executive Order 11375, and the rules and regulations issued thereunder.

(b) Affirmative Action for Handicapped Workers

The regulations issued under the Rehabilitation Act of 1973 in Title 41, Chapter 60, Part 6-741 of the Code of Federal Regulations.

- (c) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

The regulations issued under the Vietnam Era Veteran's Readjustment Assistance Act of 1974 in Title 41, Chapter 60, Part 60-250 of the Code of Federal Regulations.

- (d) Immigration Reform and Contract Act of 1986

The CONTRACTOR agrees and covenants that none of its employees or employees of its subcontractors who provide services to the COMPANY pursuant to this contract are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986.

21. GOVERNING LAW

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the local law of the State of California without respect to its conflict of laws principles. [Any action or proceeding brought to enforce this Agreement shall be maintained in Los Angeles County.](#)

22. NOTICES

All notices permitted or required to be given by either party under this Agreement to the other shall be in writing through each party's authorized representative(s) as designated in the applicable Authorization. Any such notice shall be deemed to have been properly served if delivered in person or by certified mail or telex to the address of the representative designated in the applicable Authorization. The date of such notice shall be the date on which it is actually received by the party to whom addressed. All notices shall be addressed as follows:

If to the COMPANY: Suzanne Holley, President & CEO
DOWNTOWN BUSINESS IMPROVEMENT
DISTRICT MANAGEMENT CORPORATION
600 Wilshire Blvd., Suite 870
Los Angeles, CA 90017
Phone: (213) 416-7538
Fax: (213) 624-0858

If to the CONTRACTOR: Mark Loranger, President & CEO
Chrysalis

522 S. Main Street
Los Angeles, CA 90013
Phone: (213) 806-6342
Email: MarkL@ChangeLives.org

23. HAZARDOUS AND TOXIC SUBSTANCES

The CONTRACTOR represents and warrants that it and its agents, employees, and any other third party acting on the CONTRACTOR's behalf will not store, dispose, produce, use, transport or manufacture any toxic or hazardous waste or materials as defined or regulated by local, state or federal law in the Maintenance Overlay Area or any portion thereof without the COMPANY's consent. In the event the CONTRACTOR, its agents, employees, or any other third party acting on the CONTRACTOR's behalf violates the foregoing provision, the CONTRACTOR shall indemnify, defend and hold the COMPANY harmless from any damage, claim, injury, cost or liability arising there from or related thereto, including all costs of clean-up, attorneys' fees and court costs. The cleanup and disposal of such waste or materials shall be performed by the CONTRACTOR at the CONTRACTOR's sole cost and expense and shall be performed in accordance with all applicable laws, rules, regulations and ordinances. The foregoing notwithstanding, the COMPANY in its sole and absolute discretion may elect, by written notice to the CONTRACTOR, to perform the clean-up and disposal of such waste or materials from the Maintenance Overlay Area. In such event, the CONTRACTOR shall pay to the COMPANY the actual cost of same upon receipt from the COMPANY of the COMPANY's written invoice therefor.

24. RECYCLING

If at any time during the term of this Agreement rules, laws or other local ordinances are adopted that require recycling within the Maintenance Overlay Area, the CONTRACTOR shall be responsible to develop and implement such policies at a cost agreeable to both parties.

25. ACTIONS AND CONDUCT OF EMPLOYEES

The CONTRACTOR agrees that all its employees shall conduct themselves and act in a professional and courteous manner at all times in the providing of Services to the COMPANY and shall abide by all of the terms and conditions set forth in the Employee Handbook as set forth on Exhibit 6 attached hereto.

26. TRAINING OF EMPLOYEES

The CONTRACTOR agrees that all its employees performing Services in connection with this Agreement for the COMPANY shall have undergone necessary training to complete the Services in a satisfactory manner to the COMPANY. set forth in the Training Manual as set forth on Exhibit 6 attached hereto. CONTRACTOR also agrees that such employees shall receive additional

training, as necessary and/or as requested by the COMPANY. ~~., according to the Training Schedule set forth on Exhibit 6 attached hereto.~~

~~27.~~ COMPANY PARTNERS

~~The Contractor understands and agrees that the Services to be performed by the Contractor under this Agreement shall be performed, as the Company so desires and directs, for the Company directly or for the Company as part of an agreement between the Company and any Company Partner as set forth on Exhibit 9 attached hereto, such Exhibit 9 to be amended periodically as additional Company Partners are added. The Company and the Contractor further agree that other than as set forth herein any contractual relationship between the Company and a Company Partner will not affect this Agreement or the Contractor's obligations hereunder.~~

~~28.~~ 27. SUBSTANCE ABUSE POLICY

It is the COMPANY's policy that no individual is to perform any Services with unauthorized substances or illegal drugs in their system or under the influence of alcohol. The use, possession, concealment, transportation or sale of illegal drugs, unauthorized drugs, drug paraphernalia or alcoholic beverages is strictly prohibited while performing any Services.

The CONTRACTOR agrees to establish a similar policy, in form and substance acceptable to the COMPANY substantially ~~in the form set forth in Exhibit 7 hereto,~~ for its employees, agents, representatives and subcontractors and maintain a program to insure compliance. In the event that the COMPANY has reasonable suspicion that a CONTRACTOR employee, agent or any other third party performing Services on behalf of the CONTRACTOR is impaired by drugs or alcohol, and following the involvement of any of the CONTRACTOR's employees, agents or any other third party performing Services on behalf of the CONTRACTOR in any accident, including but not limited to accidents involving the COMPANY's industrial equipment, machinery or vehicles, the COMPANY shall notify the CONTRACTOR and the CONTRACTOR shall remove such employee, agent or third party who shall be prohibited from re-entry until such time as the CONTRACTOR provides the COMPANY with adequate assurances that the employee was not impaired or has successfully completed a treatment or rehabilitation program. Should such person be found impaired a second time, such person shall be permanently barred from performing any Services.

The COMPANY reserves the right to conduct unannounced inspections and searches of, including but not limited to, the workplace, lunchrooms, offices, control toolboxes, clothing and vehicles for the purpose of discovering violations of this or other policies. The CONTRACTOR will be informed and given reasonable time to be present during any such inspection.

At the request of the COMPANY, the CONTRACTOR shall provide a copy of its substance abuse policy for the COMPANY's review and make any such changes as reasonably requested by the COMPANY.

29.28. SUCCESSOR IN INTEREST

The COMPANY and the CONTRACTOR agree that the terms of this Agreement shall be valid and binding on each of the CONTRACTOR's successors in interest.

29. FORCE MAJEURE

CONTRACTOR and COMPANY are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the COMPANY's obligation to pay CONTRACTOR's invoices or other fees is excused to the extent CONTRACTOR is not performing the Services during a force majeure event.

30. ENTIRE AGREEMENT

This Agreement, and all attached Exhibits, which are incorporated herein by this reference as if set forth in full, represent the entire and integrated contract between the COMPANY and CONTRACTOR, and supersede all prior understandings, negotiations, representations, or agreements, whether oral or written.

31. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. MODIFICATION, AMENDMENT, WAIVER

No modification or amendment of any provision of this Agreement shall be effective unless approved in writing and signed by both Parties. The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

33. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Exhibits to Follow]

EXHIBITS

Exhibit 1: Scope of Service

Using its own employees, CONTRACTOR shall perform cleaning, maintenance and trash removal services of sidewalks, alleys and other areas and facilities (“Services”) located in the area known as Downtown Center Business Improvement District (or in such other locations outside of the Area as may be requested by COMPANY, including locations outside of the DCBID) and shown on Exhibit 2, in accordance with the specifications and provisions of Exhibit 1.

CONTRACTOR will not knowingly attempt to remove any objects considered personal property by an individual unless authorized by the COMPANY, the City of Los Angeles Police Department, the Los Angeles County Sheriff’s Department, or any other law enforcement agency including but not limited to COMPANY-hired security.

SPECIFICATION FOR SERVICES

Cleaning and Debris Removal:

In conjunction with the Safety Team, clean the Service Center facility daily, prior to 8:00 AM (includes mopping, vacuuming, dusting, trash removal, cleaning of tables, restrooms, and offices). Clean windows in the Service Center once a week. These tasks shall alternate on a weekly basis with the Safety Team.

Remove all trash, boxes, furniture and other materials from Area sidewalks before 7:00 A.M. daily. Two additional trash pickups shall be made throughout the Area each day.

Clean all sidewalks and alleys, all accessible areas in front of business locations (including areas located behind opened metal gates, grass knolls, flowerbeds and other areas adjacent to the sidewalks) daily.

Sweep or scrub sidewalks and alleys monthly and perform additional cleaning as needed. Sidewalks shall be cleaned using mechanized equipment (such as the M20, Green Machine, or such other equipment as may be designated by COMPANY), which shall be in operation as directed by COMPANY.

Remove all debris and trash from gutters, embankments, seating areas adjacent to sidewalks, stairs and stairwells located on public property and tunnels during routine maintenance of such areas.

Wash seating areas as necessary.

Clean tree wells, including under metal grate, daily and fill empty tree wells with acceptable material.

Clean equipment used for Services daily.

CONTRACTOR may be asked to lease equipment for use on this scope of work. If this agreement is terminated for any reason, CUSTOMER will either assume lease responsibility for leased equipment or pay any early termination or other fees associated with the termination of the agreement.

Trash Removal:

Empty and reline with plastic liners all trash receptacles at least twice daily and more often as needed so that trash receptacles never are filled over $\frac{3}{4}$ of capacity.

Maintain all trash receptacles placed in the District as part of the City of Los Angeles' Adopt-A-Can program or as otherwise procured by the COMPANY. Liners and baskets shall be provided by City of Los Angeles and/or COMPANY.

Dispose of trash in dumpster rented by CONTRACTOR and arrange for removal by approved waste management COMPANY on an as needed basis. The dumpster will be located at an approved location as mutually agreed.

Properly dispose of any hazardous materials retrieved during performance of Services, as deemed appropriate by law.

Lost and Found:

Establish procedures to track and safeguard lost and found property, money and/or valuables.

Graffiti Removal:

Remove all graffiti (paint, markers, poster, stickers, illegal signs, wire, etc.) either by removal or being painted over daily from sidewalk, alleys, furniture, lighting poles, traffic signal poles and control boxes, phone booth enclosures, newspaper racks, buildings, windows, sidewalks, stairs, mail boxes, trash receptacles, and fire hydrants and from first floors of structures in the Area.

CONTRACTOR will coordinate removal with the City's Operation Clean Sweep. CONTRACTOR will consult with the COMPANY's Director of Operations prior to any large-scale painting on private property.

Only non-toxic materials, standard for industry use, may be used for graffiti removal. Additional care must be used when removing materials (graffiti) from older, less standard (marble, stone, etc.) constructed buildings.

Weed Removal:

Remove all weeds from tree wells and public areas once a week.

Notification and Reporting:

Immediately notify COMPANY of any incident of personnel injury resulting from the worksite.

Maintain daily record of observed hazards or areas requiring maintenance (e.g., overgrown trees blocking lighting, broken or non-functioning city services, sidewalk hazards, missing street light wire box covers, exposed wiring, non-operational traffic signals, and tangled wiring).

CONTRACTOR shall on a ~~weekly-daily~~ basis ~~(and then tallied on a monthly basis)~~ provide the COMPANY with a review of that ~~week's-day's~~ activities through the COMPANY'S digital dispatch program, such as total trash ~~removed (bag count) bags picked up, graffiti tags and stickers removed, bulky items collected, area of weeding and landscaping and wash-downs and pressure washing conducted, areas of graffiti removal, hours expended in each function and how many trash dumps occurred.~~

Monthly reports shall also include the following:

- Names of crew members deployed
- Total number of hours worked by CONTRACTOR employees
- Signed time cards
- ~~Trash bags collected and dumped~~
- ~~Record of pressure washing & machine activity~~
- ~~Record of graffiti removal, either CONTRACTOR's or sub CONTRACTOR.~~

Equipment and Supplies:

COMPANY will provide the following:

All uniforms, equipment and personal protective equipment necessary to perform the scope of work, unless otherwise arranged with the CONTRACTOR in writing. For each employee, a two-way radio will be supplied for communication with the Service Center.

CONTRACTOR shall replace all damaged or destroyed equipment within 48 hours of damage including COMPANY provided equipment.

COMPANY shall maintain a sufficient inventory of equipment and supplies for maximum deployment according to the schedule as amended from time to time.

CONTRACTOR shall clean inventory and provide an accounting of equipment on a weekly basis. In addition, all chargeable products (COMPANY paid) will be inventoried weekly and a summary provided to COMPANY upon request.

Employees:

CONTRACTOR will provide:

A Project-Contract Manager who will oversee day-to-day operations and be responsible for ensuring CONTRACTOR's performance of Services. The Project-Contract Manager will coordinate with the COMPANY in determining number of employees needed and deployment of employees and reporting.

The Project-Contract Manager shall, together with Chrysalis's Enterprises' Director of Operations, be responsible for the supervision and direction of CONTRACTOR's employees during all hours of Services. The Project-Contract Manager will be assisted by three Assistant Supervisors.

CONTRACTOR shall provide such other employees, to include sweepers, drivers, and machine operators, as may be necessary to perform the Services hereunder, consistent with the rates as defined in Exhibit 4.

All employees furnished by CONTRACTOR will be familiar with and adhere to CONTRACTOR's handbook and the policies set forth herein. The current handbook is attached as Exhibit 6.

All employees furnished by CONTRACTOR for the performance of Services hereunder shall have successfully completed CONTRACTOR's training program, ~~as detailed in CONTRACTOR's Training Program (Exhibit 6).~~ CONTRACTOR shall require all its employees to comply with CONTRACTOR's grooming standards and to conduct themselves with courtesy.

CONTRACTOR shall maintain an employee recognition program.

CONTRACTOR shall maintain an employee random drug-testing program for those employees in safety-sensitive positions (such as drivers and machine operators).

Scheduling:

Schedule will be as mutually agreed upon between the COMPANY and CONTRACTOR.

Compensation; Audit:

COMPANY will reimburse CONTRACTOR for CONTRACTOR's costs incurred in the performance of the Services as follows:

Salary, payroll taxes and benefits of the Project-Contract Manager and Assistant Supervisors, as provided in the Labor Budget-Rates (Exhibit 4).

Wages, payroll taxes, and benefits for CONTRACTOR's other employees, as provided in the Labor Budget-Rates (Exhibit 4).

In the event of termination of this Agreement, COMPANY will own all uniforms and purchased equipment and uniforms and equipment will be promptly returned to COMPANY.

Cost of consumable materials used by CONTRACTOR for the performance of the Services.

Cost of equipment and supplies (as defined above) as agreed upon by COMPANY.

Cost of waste disposal as agreed upon by COMPANY.

Pro-rata share of rent for the local trash transfer site.

CONTRACTOR shall maintain books and records and complete supporting documentation and shall make the same available to COMPANY for COMPANY's review and audit in accordance with the provisions of this Agreement.

Uniforms:

Uniforms are to be worn in a professional manner with hat brim pointing forward. CONTRACTOR will supply Uniform care instructions to each employee, which will be followed by each employee. Professional appearance of Uniforms must be maintained. CONTRACTOR shall ensure the serviceability of the Uniforms and shall replace any nonconforming Uniforms at its own cost.

Special Events:

CONTRACTOR understands that from time to time, adjustments in staffing may be required to accommodate a special event and/or other activity occurring in the District Area. CONTRACTOR will be provided with as much notice as possible and will be required to staff the event with requested personnel.

Staffing of these events may first be accomplished by adjusting of CONTRACTOR's employee's regular working days, as agreed with the COMPANY.

Exhibit 3: Current Schedule

DOWNTOWN CENTER BID

POSITION	UNIT	MON	TUE	WED	THU	FRI	SAT	SUN	HRS
Project Manager	M-1	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	40
Supervisor	M-2	1:30-10:00	RDO	RDO	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	40
Supervisor	M-3	5:00-1:30	1:30-10:00	1:30-10:00	RDO	RDO	5:00-1:30	5:00-1:30	40
Supervisor	M-4	RDO	7:00-3:30	7:00-3:30	7:00-3:30	7:00-3:30	7:00-3:30	RDO	40
Driver	M-22	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	40
Driver	M-23	1:30-10:00	RDO	RDO	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	40
Driver	M-24	RDO	1:30-10:00	1:30-10:00	RDO	RDO	6:00-10:00	6:00-10:00	24
Driver	M-46	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	RDO	RDO	40
M20	M-8	9:00-5:30	RDO	RDO	9:00-5:30	9:00-5:30	9:00-5:30	9:00-5:30	40
Green Machine	M-12	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	5:00-1:30	40
Water Cart	M-44	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	40
Water Cart	M-45	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	RDO	RDO	5:00-1:30	40
AM Sweeper	M-5	5:00-1:30	RDO	5:00-1:30	5:00-1:30	RDO	5:00-1:30	5:00-1:30	40
AM Sweeper	M-9	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	RDO	32
AM Sweeper	M-18	RDO	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	5:00-1:30	32
AM Sweeper	M-19	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	40
AM Sweeper	M-21	5:00-1:30	5:00-1:30	RDO	RDO	5:00-1:30	5:00-1:30	5:00-1:30	40
AM Sweeper	M-25	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	40
AM Sweeper	M-27	RDO	RDO	5:00-1:30	RDO	5:00-1:30	5:00-1:30	5:00-1:30	32
AM Sweeper	M-29	5:00-1:30	5:00-1:30	RDO	RDO	5:00-1:30	5:00-1:30	5:00-1:30	40
AM Sweeper	M-17	RDO	5:00-1:30	RDO	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	40
AM Sweeper	M-10	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	RDO	32
AM Sweeper	M-6	RDO	RDO	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	32
AM Sweeper	M-16	5:00-1:30	RDO	RDO	RDO	5:00-1:30	5:00-1:30	5:00-1:30	32
Angels' Knoll	M-15	10:00-2:00	RDO	10:00-2:00	RDO	10:00-2:00	10:00-2:00	RDO	16
Special Projects	M-40	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	40
Special Projects	M-41	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	RDO	40
Special Projects	M-42	RDO	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	40
Special Projects	M-43	RDO	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	5:00-1:30	RDO	40
<i>Employees Per Shift</i>		11	12	13	12	13	10	7	
PM Sweeper	M-11	1:30-10:00	RDO	RDO	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	40
PM Sweeper	M-13	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	RDO	RDO	40
PM Sweeper	M-14	1:30-10:00	RDO	RDO	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	40
PM Sweeper	M-26	1:30-10:00	1:30-10:00	1:30-10:00	RDO	RDO	1:30-10:00	RDO	32
PM Sweeper	M-30	RDO	RDO	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	40
PM Sweeper	M-31	RDO	RDO	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	RDO	32
PM Sweeper	M-34	RDO	1:30-10:00	RDO	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	40
PM Sweeper	M-7	1:30-10:00	1:30-10:00	RDO	RDO	RDO	1:30-10:00	1:30-10:00	32
PM Sweeper	M-35	RDO	1:30-10:00	1:30-10:00	RDO	RDO	1:30-10:00	1:30-10:00	32
PM Sweeper	M-33	1:30-10:00	1:30-10:00	1:30-10:00	RDO	RDO	RDO	1:30-10:00	32
PM Sweeper	M-36	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	RDO	RDO	RDO	32
PM Sweeper	M-32	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	1:30-10:00	RDO	RDO	40
<i>Employees Per Shift</i>		8	8	8	8	7	8	7	
Total BID Hours									1488
Total Angel's Knoll Hours									16
Total Broadway Hours									0
TOTAL HOURS									1504

Exhibit 4: Current Labor Rates

July—December 2020				
Position	Pay Rate	Bill Rate	Sick Time Bill Rate	Overtime Bill Rate
Project Manager	\$ 26.00	\$ 35.53	\$ 35.53	\$ 35.53
Supervisor	\$ 18.50	\$ 32.37	\$ 24.05	\$ 44.39
Driver	\$ 16.00	\$ 25.28	\$ 22.78	\$ 36.67
Machine Operator	\$ 16.00	\$ 25.28	\$ 22.78	\$ 36.67
Sweeper	\$ 15.00	\$ 24.84	\$ 21.36	\$ 35.52

January – December 2021				
Position	Pay Rate	Bill Rate	Sick Time Bill Rate	Overtime Bill Rate
Contract Manager	\$ 28.00	\$ 38.26	<i>Billed Flat Monthly Fee</i>	
Supervisor	\$ 18.50	\$ 32.37	\$ 24.05	\$ 44.39
Driver	\$ 16.00	\$ 25.28	\$ 22.78	\$ 36.67
Machine Operator	\$ 16.00	\$ 25.28	\$ 22.78	\$ 36.67
Sweeper	\$ 15.00	\$ 24.84	\$ 21.36	\$ 35.52

The bill rates above include the current city minimum wage, mandated sick time, OASDI/Medicare, Unemployment, Workers' Compensation and Liability Insurance, and Administration.

Breakdown of Bill Rates:

Category	2021 Bill Rates				
	Sweeper	Driver / Machine Operator	Supervisor	Contract Manager	
Pay Rate	\$ 15.00	\$ 16.00	\$ 19.64	\$ 28.00	
OASDI/Medicare	\$ 1.21	\$ 1.30	\$ 1.59	\$ 2.27	
Unemployment	\$ 0.90	\$ 0.96	\$ 1.17	\$ 1.67	
Workers Comp	\$ 1.65	\$ 1.76	\$ 2.15	\$ 3.07	
Liability	\$ 0.18	\$ 0.18	\$ 0.18	\$ 0.18	
Benefits (Described below)	\$ -	\$ -	\$ 4.19	\$ 4.19	
Overhead & Supportive Services (Described below)	\$ 5.90	\$ 5.09	\$ 3.44	\$ -	
Profit	\$ -	\$ -	\$ -	\$ (1.12)	
Bill Rate	\$ 24.84	\$ 25.28	\$ 32.37	\$ 38.26	

Benefits Cost Description: For our permanent staff members, such as the Contract Manager and Supervisors, benefits include medical, dental, vision, life, and AD&D insurance; disability and medical leave; paid time off and holidays; and educational assistance.

Overhead & Support Services Cost Description: This line item includes a portion of office staff salaries and general operating management and expenses. In addition, it covers a portion the costs associated with our one-on-one mentoring, assessment, and employment-focused case management.

Exhibit 5: Sample Invoice



Make checks payable to:
Chrysalis
522 S. Main Street
Los Angeles, CA 90013

Downtown Center BID Management Corporation
600 Wilshire Blvd., Suite 670
Los Angeles, CA 90017

July 31, 2020

Invoice # 32172

July 2020 Invoice

Customer: DCBID

Description	Total
Project Manager	\$ 5,884.84
Maintenance Crew Labor	\$ 162,163.56
Vehicle, Trash, Equipment, Supplies	\$ 12,177.92
Pressure Washing	\$ 2,520.00
Total Due	\$ 182,546.12

If you have any questions about this invoice, please contact
Grace.Davis@changelives.org
(213) 806-6347

We appreciate your business.

Exhibit 6: Employee Handbook

WORKS Transitional Employee Handbook

HR Email: HR@changelives.org
Main HR Line: (213) 806-6375



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Introduction

Chrysalis Enterprises, a division of Chrysalis, offers quality services to businesses and government agencies throughout Los Angeles County by creating transitional job opportunities for Chrysalis clients. The transitional job/employment program is part of the employment related services programs offered by Chrysalis.

Employment at Chrysalis Enterprises is temporary and transitional so that employees may simultaneously earn a wage and take advantage of ongoing case management supportive services to: (1) build true skills and professional experience for their resumes; (2) demonstrate a pattern of stability and consistency; and (3) learn to successfully address non-productive work behaviors. Our programs are designed to allow our clients to gain work skills so that they may transition to jobs outside of Chrysalis. Chrysalis Enterprises also encourages all temporary transitional workers to continue actively job searching, and utilizing resources, such as their Employment Specialist, to help with securing long-term and permanent employment outside of Chrysalis Enterprises.

Referral System and Eligibility

Chrysalis clients are referred to Chrysalis Works (“Works”) by their Chrysalis Employment Specialist (ES). Referrals are made based on a comprehensive assessment of each client and their specific needs. Chrysalis Employment Specialists use their professional judgment, along with training and experience to determine whether a client fits the criteria for the Works program.

Works is a comprehensive job readiness component of the Chrysalis programs. Participants in Works may have employment opportunities which could last up to three years depending on an individual's progress in the program and the needs of the business. Works participants will be required to sign a Memorandum of Understanding (MOU), which sets forth the terms and conditions of agreement between Chrysalis Enterprises and Chrysalis clients who are referred by their ES to Works. Clients will be encouraged but not required to continue with the other Chrysalis programs including:

- Updating resume and cover letter to include Chrysalis Enterprises experience
- Continuing self-directed job search with ES support
- Participating in Chrysalis classes, workshops and support groups

This employee handbook is intended to supply with the basic information to answer most questions about the employment policies and procedures of Chrysalis. Although this handbook is intended to set forth the terms and conditions of the temporary transitional employment with Chrysalis, none of the information described in this employee handbook is intended as a guarantee that conditions of employment will not change. Please understand that this employee handbook only highlights Chrysalis’ policies, practices, and programs for the employee’s personal knowledge and cannot anticipate every situation or answer every question about his/her employment.

All policies and procedures in this employee handbook supersede and replace all other similar policies and procedures of Chrysalis.

We require that you become thoroughly familiar with the contents of this employee handbook as soon as possible and clarify any questions you may have.

Employee Handbook Update

Circumstances will undoubtedly arise which will require that the policies described in this employee handbook change from time to time with or without notice. Accordingly, Chrysalis reserves the right to modify, supplement, rescind or revise any provisions of the employee handbook as it deems necessary or appropriate in its discretion. A list of updates to this handbook is available upon request from the Human Resources Department. In addition, an up-to-date copy of the handbook will be available for review with Chrysalis Enterprises.

Employment Practices

Chrysalis reserves the right to administer, interpret, and implement the policies set forth in this employee handbook at its sole discretion. Chrysalis also reserves the right to deviate from the policies contained in the employee handbook where it believes that it is in the best interest of Chrysalis to do so.

Employment At-Will

Employment at Chrysalis is at the will of Chrysalis and the employee. You are being employed in a temporary position for such time that your services are required and that you are in full compliance with the parameters, rules, and regulations of the program. This temporary employment does not entitle you to any special consideration for long-term employment. Your employment may be terminated with or without cause and with or without notice at any time by Chrysalis or you. Nothing in this employee handbook, or in any document or statement, will limit the right to terminate employment at-will. Other than the President/Chief Executive Officer, no manager, supervisor, or employee of Chrysalis has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than on an at-will basis.

Any requests to alter the at-will relationship must be brought to the President/Chief Executive Officer's attention in writing. Only the President/Chief Executive Officer of Chrysalis has the authority to make an agreement altering an employee's at-will status. Such an agreement must be in writing and signed by the President/Chief Executive Officer and employee and expressly state that it is intended to alter the at-will employment relationship.

All assignments are temporary and subject to change with or without notice. Chrysalis Works does not guarantee a set schedule or a set number of work hours per week. Schedules and shifts are set contingent on customer needs and Chrysalis business needs. Nothing in this employee handbook is intended to create a promise or representation of continued employment for any employee.

Equal Employment Opportunity Policy

Chrysalis provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, religious creed (including religious dress and grooming practices), marital status, domestic partner status, age, national origin or ancestry, natural hairstyle, physical or mental disability, medical condition, genetic information and characteristics, sexual orientation, gender identity or expression, military or veteran status, or any other category protected by federal, state, and local laws. Chrysalis also prohibits discrimination based on the perception that anyone has any of the characteristics listed above or is associated with a person who has or is perceived as having any of the characteristics. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, and training, social, and recreational programs. All such employment

decisions will be made without unlawfully discriminating on any prohibited basis.

Equal Pay Act

Chrysalis strives to pay employees fair and equal wages. Chrysalis complies fully with the Equal Pay Act, which prohibits an employer from paying any of its employees wage rates that are less than what it pays employees of the opposite sex, or of another race, or of another ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions. Pay differential may be based on seniority, merit, productivity, or a bona fide factor other than sex, race, or ethnicity. Chrysalis will not pay wages to any employee at a rate less than the employees of a different the opposite sex, and/or a different race, or ethnicity for work that is substantially equivalent, other than for the reasons set above or for any other legally complaint reason. If employees believe that they are not receiving equal pay in accordance with this policy, they should contact their supervisor. Employees who inquire or complain about equal pay will not be retaliated against in any way.

Policy Against Unlawful Harassment

Chrysalis is committed to providing a work environment free of unlawful harassment. Company policy prohibits harassment based on race, color, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, religious creed (including religious dress and grooming practices), marital status, domestic partner status, age, national origin or ancestry, natural hairstyle, physical or mental disability, medical condition, genetic information and characteristics, sexual orientation, gender identity or expression, military or veteran status or any other basis protected by federal, state, or local law, ordinance, or regulation. **The Company does not tolerate harassment of employees because of a protected characteristic in the workplace or in a work-related situation.** Chrysalis' policy applies to all persons involved in the operation of the company and prohibits unlawful harassment by any employee of the company, including supervisors and managers, as well as vendors, customers, clients, and any other persons. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. Violation of this policy will result in discipline, up to and including termination.

1. Prohibited Harassment

Prohibited harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis; and
- Threatening or demanding that an individual submit to certain conduct or perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion.

2. Sexual Harassment

Sexual harassment warrants special emphasis and will not be tolerated by the Chrysalis. Sexual harassment may take various forms. It may include behavior listed above with a sexual connotation, but also includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

If an employee is found to have engaged in sexual harassment, or if a manager is found to have known about the conduct and either condoned or ratified it, they may be personally liable for monetary damages. In addition, Chrysalis will take appropriate disciplinary actions, up to and including termination, against any employee who engages in sexual harassment.

Please note, supervisors/managers are required to report any actual or potential violation of this policy to Human Resources. For purposes of this policy, a supervisor/manager is any individual having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, to address their grievances, or effectively to recommend that action.

Policy Against Abusive Conduct

Chrysalis is committed to providing our employees with a healthy and safe work environment that is free from abusive conduct and bullying. "Abusive conduct" includes workplace conduct that a reasonable person would find hostile, offensive, and unrelated to the Company's legitimate business interests.

Bullying is repeated unreasonable behavior directed toward an employee, or a group of employees, that creates a risk to health and safety. Examples of bullying including:

- Verbal abuse and yelling
- Threatening, intimidating, or humiliating someone through physical conduct, sarcasm, criticism, or insults
- Constant criticism
- Exclusion of a person from workplace activities
- Gratuitous sabotage or undermining of a person's work performance
- Making false, vicious, profane, or malicious statements concerning Chrysalis, its President/Chief Executive Officer, employees, clients or customers

Chrysalis expects all employees to behave in a professional manner and to treat each other with dignity and respect.

Complaint and Investigation Procedure

If you believe you have been subjected to any form of discrimination, harassment, or retaliation, and/or have witnessed or are aware of violations of the Chrysalis's EEO and anti-harassment policies, are requested and encouraged to promptly report such violations to your own manager or any other Chrysalis manager or supervisor, the President/Chief Executive Officer, or the Director of Human Resources. Your complaint should be specific and should include the names of individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, please contact the Director of Human Resources.

Supervisors/managers are required to report any actual or potential violation of this policy to Human Resources. For purposes of this policy, a supervisor/manager is any individual that has the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, to address their grievances, or effectively to recommend such actions.

Chrysalis will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. While Chrysalis cannot guarantee absolute confidentiality, the employee's identity and report will be kept as confidential as reasonably possible in order for Chrysalis to investigate the complaint.

If Chrysalis determines that discrimination, harassment, or retaliation has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any further discrimination, harassment, or retaliation. Chrysalis strictly prohibits retaliation against any employee who brings a complaint of harassment or discrimination to the attention of management or who participates in any workplace investigation.

The following state and federal agencies enforce anti-discrimination, harassment, and retaliation laws: Department of Fair Employment and Housing, 1-800-884-1684; and the Equal Employment Opportunity Commission, 1-800-669-4000.

Employment Applications and Work Eligibility Records

The federal government requires that within three business days of your first day of work you complete an employment eligibility verification form (I-9 Form) and provide documentation proving your identity and your eligibility to work in the United States. All offers of work are contingent upon Chrysalis receiving and verifying this information.

I-9 forms are maintained separately from other personnel records and are treated as confidential to the extent possible. If you need additional information about the I-9 form, please contact the Human Resources Department.

Employees who have falsified information on their employment applications will be disciplined, which could include termination. Applicants who have provided false information may be eliminated from further consideration for employment.

Personnel Files

An employee's personnel file consists of the employee's employment application, withholding forms, emergency information, and any other appropriate employment-related documents.

It is your responsibility to notify the Human Resources Department of any changes in name, address, telephone number, marital status, number of dependents, military service status, or person to notify in case of an accident.

You may be disciplined, up to and including termination, for misrepresenting any fact on your application or personnel file.

Exempt Employees

Exempt employees are employees whose positions qualify as "exempt" under specific tests established by federal and state law. Exempt employees are not eligible for overtime pay, regardless of the amount of time worked.

Non-Exempt Employees

Non-exempt employees are employees whose positions do not satisfy federal and state exemption tests. Non-exempt employees are subject to or eligible for, among other things, overtime, record keeping requirements, meal periods, and rest breaks. Any employee with questions regarding his or her classification should contact management.

Job Overview and Temporary Employee Classification

Chrysalis Works is a professional maintenance and property storage service, where positions include operation of industrial street maintenance equipment, sidewalk cleaning, pressure washing, litter removal, trash collection, and graffiti abatement. Chrysalis considers all of these positions to be “safety sensitive.” As an employee performing safety-sensitive functions, you are responsible for providing and fostering a safe work environment for yourself, your co-workers, and the public. Creating a safe work environment not only means following established work rules but also following rules on drug use and alcohol misuse.

There are two tiers of positions at Chrysalis Works, each designed to provide the maximum benefit for clients who get referred and are subsequently assigned to the best suited opportunity. Detailed job descriptions for each will be provided at the time of hire. Following is an overview of the two tiers:

Tier 1: General Labor

- Reports to Chrysalis Enterprises Project Manager and/or Supervisor
- Street maintenance, which may include, but is not limited to:
 - Emptying and replacing liners in trash receptacles
 - Loading full trash bags into trash truck and/or dumpster
 - Removing graffiti and stickers
 - Reporting bulk items
 - Sweeping and/or blowing leaves and other debris on sidewalks and gutters
 - Basic landscaping (e.g., pulling weeds, trimming shrubbery)
 - Maintaining equipment
 - Wiping down furniture (electric boxes, benches, etc.)
 - Providing outstanding customer service
- Warehouse operations, which may include, but are not limited to:
 - Packing out and renewing storage bins
 - Tagging/labeling packed out bags
 - Storing bags in appropriate shelving units
 - Completing paperwork accurately and in a timely manner
 - Locating and pulling storage bins for warehouse customers
 - Interacting with, supporting and serving warehouse customers with diplomacy and tact
 - Providing outstanding customer service

The duration of employment or term limit for this tier is up to one year from the first day of work. If policies are not followed, disciplinary action, including suspension or termination of employment, may result regardless of time worked.

Tier 2: Driver/Lead

- Individuals in this job classification may be promoted from General Labor positions.
- Expected to perform the same or similar duties as General Labor positions previously detailed.

- Individuals chosen for these positions must have demonstrated successful work experience and/or previous driving experience with Chrysalis Enterprises.
- Individuals must have a valid Class C California driver's license, the ability to qualify for Chrysalis Enterprises insurance coverage, and must be able to safely operate company vehicles and machines. This position will work closely with Contract Managers, Supervisors, Operations Supervisors, Operations Managers, and the Director of Operations to ensure that all contractual obligations are being met.

The duration of employment or term limit for this tier is up to two years from the end of the initial Tier 1 term. For those entering directly into a Tier 2 position, there is a 2-year term from the hire date.

Individuals who are demoted from a Tier 2 position back to a Tier 1 position will be subject to their original Tier 1 transition date. If, in those instances, the one year or Tier 1 transition date has passed, the individual is no longer eligible for work with the Works Program. However, even if not eligible to work for pay, other programmatic support is still available through Chrysalis.

Chrysalis Enterprises operates a second and distinct Staffing business. Anyone who qualifies to transfer employment from Works to Staffing must resign from their position in Works prior to beginning a Staffing position.

Ending Employment

With the support of Chrysalis, we hope you will transition to outside employment. If there are behavioral or personal issues that may be preventing employees from completing their work-related duties in a satisfactory and safe manner, any of the following may occur:

- Suspension
- Termination
- Voluntary Resignation

Unless expressly proscribed by statute or contract, employment with Chrysalis is "at-will" and may be terminated with or without cause or notice. Similarly, employees are free to resign at any time. Employees who resign with less than 72 hours (or 3 days) notice will receive their final paycheck within 72 hours of providing said notice. Employees who resign with more than 72 hours (or 3 days) notice will receive their final paycheck at the time of separation. Employees who are discharged will receive their final paycheck immediately. Final paychecks will include all wages not paid through the date of separation.

Most Chrysalis Works employees will not have a set weekly schedule. Chrysalis expects these employees to show reliability by signing up for work consistently. **If an employee is no longer able or willing to sign in for work and participate in the Chrysalis Enterprises program, he or she should give notice and end the employee/employer relationship. If no notice is given, Chrysalis will automatically close an employee's file after 90 days of inactivity. When an employee's file is closed, he or she will no longer be eligible to work for Chrysalis Enterprises.**

All Chrysalis property must be returned to your supervisor before leaving Chrysalis. This includes any company or customer equipment in your possession. Chrysalis requires that arrangements be made concerning any outstanding debts owed to the company before the last day worked.

Job Assignment: The Basics

Works Dress Code Attire Policy

While working, employees are required to wear the following non-distinctive everyday clothing (“Dress Code Attire”):

- Black work pants (not denim)
- Black slip-resistant boots
- Black belt (plain)
- Black socks that cover ankles
- White, short-sleeved crewneck shirt; black crewneck, long-sleeved shirts; or black crew-neck sweatshirts without hood

At the time of hire, all employees will be issued at least one “set” of Dress Code Attire. No additional items will be issued by Chrysalis Works regardless of employment duration. Employees will own all Dress Code Attire, may treat it in all respects as their own clothing, and need not return it when their employment ends. Employees may wear Dress Code Attire outside of work however and whenever they choose. Employees are responsible for maintaining the appearance/cleanliness of their Dress Code Attire and will be responsible for replacing pieces of the Dress Code Attire as Employees may choose when, where, and how to change into and out of Dress Code Attire for work (i.e. at home, in the car, or in a designated changing area if such exists). However, an employee should be dressed in the Dress Code Attire prior to the start of his or her shift. Employees may choose whether to continue to wear the Dress Code Attire after the end of his or her shift. An employee may choose whether to remain in Dress Code Attire during the time allotted for meal and rest breaks. The time it takes to change into or out of Dress Code Attire is not compensable, and any such changing should be done off the clock. However, if an employee is provided the opportunity to change using a locker room or other facility at a worksite, the employee may decide to change into and out of Dress Code Attire while on the clock, but it is the employee’s choice whether or not to do so.

- Employees must report prepared and ready to work with appropriate pants, shoes, shirt, etc.
- Tattoos on arms must be covered up.
- Employees may wear one ring and one watch.
- No dangling or inappropriate jewelry is to be worn.
- Customer/CE hats should not be worn backwards.
- Shirts should be neatly tucked in with at least 2 buttons on polo shirt being buttoned.
- Pants should not sag but look neat and be held up by a belt.
- Dress Code Attire is to be kept clean (dirt/stain and odor free).

Works Personal Hygiene and Appearance Policy

- Long hair must be tied back.
- No additional accessories (i.e., do-rags, scarves, bandanas) permitted.
- No iPod or other media device may be used while working.
- No cell phone usage for non-work-related calls except during breaks.
- No headphones or Bluetooth devices are permitted.
- No smoking is permitted during the shift, except on break.

Works Branded Attire Policies

Because of the safety sensitive nature of certain positions within Works, failure to adhere to all outlined safety standards places the employee, his/her colleagues, and the public at direct risk of injury or death. Therefore, any deviation from the Company's safety policies will not be tolerated and may result in removal from assignment, suspension, or termination.

At the start of their employment, employees will be provided with certain items of attire with logos of Chrysalis or a Chrysalis customer on them ("Branded Attire"). Most Works employees will be provided with a safety vest, a polo shirt, and a cap. Warehouse workers or indoor janitors generally will only receive a polo shirt.

The following policies apply to Branded Attire:

- Branded Attire must not be worn while traveling to and from work. It may be taken home but cannot be worn at home or when not working.
- Branded Attire must be put on after clocking in to start the employee's shift and must be taken off before clocking out to end his/her shift.
- Branded Attire must be taken off before the start of the time allotted for meal or rest breaks and must be put back on after the end of the time allotted for meal and rest breaks. In other words, changing out of and into Branded Attire for breaks must be done on the clock and must not reduce the time allotted for meal and rest breaks.
- Safety vests must be zipped up.
- Caps should not be worn backwards.
- At least 2 buttons on the polo shirt should be buttoned.
- Branded Attire should be kept clean (dirt/stain and odor free).

Note: Appearance requirements may vary by assignment.

All incidents of workers not in compliance with Dress Code, grooming, and hygiene requirements will be documented for their files. If you do not report to work dressed in appropriate clothing or properly groomed, you may not have the opportunity to work, which will constitute an absence, or you may be sent home to change, in which case, you will not be paid for the time you missed from the job. If you continue to violate the policies noted above, disciplinary action, up to and including termination will take place.

Finally, Chrysalis cannot assume responsibility for damage to or loss of employees' personal property. Employees are therefore asked to consider carefully what personal belongings they bring to work, and employees are responsible for securing and protecting their own belongings.

Getting a Chrysalis Works Assignment

- Job assignments occur throughout the day.
- **Weekdays (Monday-Friday):** Each morning, sign in on the Chrysalis Enterprises clipboard at the Downtown Chrysalis office beginning at 7:00 am.
 - Leave a phone number where you can be reached or where a message can be left. However, if you leave the building, it is less likely that you will be selected for work that day. Preference is given to those in uniform waiting at Chrysalis for an assignment.
 - While waiting for an assignment, use the available Chrysalis resources to continue your job search (speak to your Employment Specialist, use the computer/phone banks to apply for jobs and contact employers, attend workshops, etc.)

- **Weekends (Friday evening-Sunday):** Fill out a Works' Weekend List Registration Sheet, located with the front desk staff at the Downtown Chrysalis office by 12pm on Friday.
 - Please be specific with your availability. You are agreeing to be reachable by phone for work during those times.
 - Chrysalis Enterprises Supervisors will call you only when someone is needed.

Note: Management reserves the right to fill all positions with any qualified candidate regardless of order of sign-in.

Before you start work, your supervisor will explain your work assignment. Be aware that your work responsibilities may change at any time during your employment. Chrysalis reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Work Hours and Overtime

Your supervisor or another Works representative will advise you of your scheduled working hours. You are not permitted to work outside of your assigned hours without the express instruction or permission of your supervisor. Chrysalis reserves the right to alter starting and ending times and total hours worked each day, as needs dictate

No hourly employee may work overtime without the express, prior written approval of his/her supervisor. If an employee works overtime without obtaining preapproval, the employee will still be paid for the time worked, but may be subject to discipline, up to and including termination of employment.

If working overtime is required, the Company will pay overtime to employees in compliance with federal, California, and local law, and makes every effort to plan required overtime regarding its impact on you and the service needs of our clients and customers. Overtime will be computed based on actual time worked. Only those hours that are actually worked are added together to determine whether an employee is entitled to overtime pay and, if so, the amount of overtime pay. For purposes of calculating entitlement to or amount of overtime pay, each workweek begins on Monday at 12:01 a.m., and each workday begins at 12:01 a.m. For more information regarding overtime rates, please contact the Director of Human Resources.

No supervisor or manager has the authority to instruct or pressure employees to work without pay "off the clock." Employees must immediately contact Chrysalis' Human Resources Department if they are ever instructed or pressured to work without pay "off the clock" or instructed to not accurately record their hours worked. No "off the clock" work is permitted to be performed before a shift starts, or after a shift ends, or during the time allotted for a rest or meal break.

Meal and Rest Periods

All employees who work in excess of 5 hours in a day are authorized and permitted to take an unpaid meal period of at least 30 minutes. Meal periods are not work time and are not counted as paid hours worked. The meal period must begin no more than 5 hours after the start of an employee's shift. All employees who work in excess of 10 hours in a day are authorized and permitted to take a second unpaid meal period of no less than 30 minutes. Employees will be asked to verify the times that they start and finish each meal period on their timecards or other records. It is the employee's responsibility to correct any inaccuracies.

If an employee's workday will not exceed 6 hours, he or she may waive the meal period. In addition, if an employee works more than 10 hours but no more than 12 hours in a workday, and has taken his or her first meal period, the employee may waive the second meal period. In order to waive a meal period, an employee should complete a meal period waiver form in advance.

Either an employee's schedule will contain a scheduled time to take a meal break, or the employee's supervisor will inform the employee when he or she should take the meal break. An employee should inform his or her supervisor immediately if he or she did not have an opportunity to take a meal break. If an employee has any questions about this policy or the timing of a meal break, the employee should ask his or her supervisor. If the employee does not receive a response to his or her satisfaction, the employee should ask the Director of Human Resources.

Rest Period Policy

All non-exempt employees are authorized and permitted to take a 10-minute paid rest periods. The Company will provide rest periods as follows:

Shift Length	Number of 10 Minute Rest Periods
Less than 3.5 hours	0
From 3.5 hours up to 6 hours	1
More than 6 hours up to 10 hours	2
More than 10 hours up to 14 hours	3

Generally, rest periods should be taken in the middle of each 4-hour work period, so far as practical. The time allotted for rest periods is counted as paid time for all purposes. Rest periods may not be combined with meal periods or skipped in order to leave work early.

Either an employee's schedule will contain a scheduled time to take rest breaks, or the employee's supervisor will inform the employee when he or she should take the rest break. An employee should inform his or her supervisor immediately if he or she did not have an opportunity to take a rest break. If an employee has any questions about this rest break policy or the timing of a rest break, the employee should ask his or her supervisor. If the employee does not receive a response to his or her satisfaction, the employee should reach out to the Director of Human Resources.

All non-exempt employees are entitled, encouraged, and expected to take all un-waived meal periods and all rest periods. Employees must not perform any work or work-related activities during the time allotted for their meal and rest periods, are not required to be "on call," and are not subject to being called back to work during the time allotted for their meal and rest periods. During the time allotted for meal and rest periods, employees are relieved of all work duties, and the Company will not exercise control over employees' activities. Employees are free to spend the time allotted to their meal and rest periods as they choose and are free to remain at or leave the worksite as they choose, unless doing so would endanger themselves, their co-workers, or the public. Non-exempt employees must be completely relieved from work duties during the entirety of any unpaid meal period. Even minor work-related interruptions are not permitted during meal periods. Accordingly, non-exempt employees must turn in all company-provided radios, walkie-talkies, or pagers prior to taking any meal period. It is not sufficient to turn off the

device. Non-exempt employees also are not permitted to review or respond to work-related texts, emails, or phone calls on their personal electronic devices during their meal period.

If employees choose [or are required by the other policies in this Handbook] not to wear PPE during the time allotted for their meal or rest breaks, they must change out of such attire before the start of the time allotted for their meal or rest break and change back into such attire after the time allotted for their meal or rest break. In other words, when an employee chooses [or is required] to change into and out of PPE for meal or rest breaks, such changing must be done while on the clock.

No supervisor or manager has the authority to deny or pressure an employee not to take authorized meal periods or rest periods or to shorten the time allotted for such meal or rest periods to less than 30 minutes or 10 minutes, respectively. Employees should contact the Director of Human Resources if they believe their meal periods or rest periods are being denied or shortened below these minimums.

Cool Down Policy

If any employee working outside in the heat feels the need to protect himself or herself from overheating, or experiences signs or symptoms of heat illness, including but not limited to heavy sweating, headache, muscle cramps, or fatigue, such employee must immediately notify his or her supervisor and request a cool down rest period.

Timekeeping Policy

Employees are required to assist their supervisors and the Company to ensure that the hours they work are accurately recorded, including when they start their shifts, when they end their shifts, when they start their meals breaks, and when they end their meal breaks. At the end of the workweek, employees will be asked to review, and correct if necessary, the timecard records of the hours they worked to ensure that the recorded hours worked are accurate. If an employee thinks that corrections should be made to that employee's timecard records, the employee should notify his/her supervisor and, if not resolved with the supervisor, should contact the Director of Human Resources, who may require the employee to complete a "Timekeeping Revision" form. Please see the Pay Schedule Policy in this Handbook for further details. Timekeeping records are legal records. Any attempt to alter, falsify, or tamper with timekeeping records, including but not limited to recording time for another employee, may result in disciplinary action, up to and including termination of employment.

Transportation

Employees are responsible for providing their own transportation to and from their job sites. Parking and mileage expenses are generally not reimbursed. On an as-needed basis, Chrysalis Enterprises may provide bus tokens or a TAP card *during the first two weeks of employment* to assist with transportation from an employee's assigned Chrysalis office to his/her job site. (Employment begins on the first day an employee is placed on any job assignment regardless of subsequent placement.) Further assistance will only be provided in extenuating circumstances, including transportation to a medical provider for a work-related injury, as approved by Chrysalis Management.

Meals

Employees are responsible for providing their own meals. On an as-needed basis, Chrysalis Enterprises may provide lunches for shifts longer than four hours *during the first two weeks of employment*. (Employment begins on the first day an employee is placed on any job assignment regardless of subsequent placement.) Further assistance will only be provided in extenuating

circumstances, as approved by Chrysalis management.

Note: Employees eligible to receive lunches from Chrysalis Enterprises will be given a single meal (contents may vary) for each eligible shift. Funding for outside lunches or compensation for a meal will not be provided.

Conduct & Policies

Conduct Standards and Discipline

Chrysalis expects every employee to adhere to the highest standards of job performance and personal conduct including individual involvement with company personnel, clients, and outside business contacts.

Chrysalis reserves the right to discipline or terminate any employee for violating any company policy, practice, or rule of conduct as described throughout the handbook. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that Chrysalis retains the right to determine the nature and extent of any discipline based up on the circumstance of each individual case.

Unacceptable Behavior

Below are samples of unacceptable behavior. This is not a comprehensive list, as we are unable to anticipate all behaviors.

- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or management
- Sleeping or malingering on the job.
- Making or accepting personal or unauthorized telephone calls during work hours, except when on break or in cases of emergency and extreme circumstances.
- Violation of any Chrysalis policies, including discrimination, anti-harassment, substance abuse, and workplace safety policies.
- Committing a fraudulent act under any circumstances.
- Discourteous conduct toward Chrysalis clients, customers, visitors, or other employees.
- Provoking a fight, fighting, horseplay or practical jokes on company or customer property.
- Carrying firearms or other dangerous weapons on company property.
- Falsification of records.
- Loaning or borrowing money and giving gifts to or receiving gifts from anyone, including colleagues and customers, while on the job.

Attendance and Absences

Employees are responsible for showing up to all their scheduled assignments, ready to work as soon as a shift begins. If an employee has a schedule conflict, his/her supervisor and the person who gave him/her the assignment must be given notice **before the start of a shift**. Patterns of absences, tardiness, or leaving early may result in disciplinary action up to and including termination. Chrysalis Works manages attendance through a point-system, with different points resulting in varying degrees of disciplinary action. Basic guidelines are as follows but may be re-evaluated by staff as necessary for extenuating circumstances and on a case-by-case basis.

The attendance point system is as follows:

Policy for Chrysalis Works Only:



★ Any observed pattern of excused or unexcused absences can result in disciplinary action.

An **Excused Absence** is:

1. When 1 week or more notice is provided to a supervisor or Operations Coordinator
 - a. Patterns or consecutive days requested off with 1 week or more of notice are subject to approval based on current business needs
 2. When absence is due to one of the following:
 - a. Interviews (with notice)
 - b. Unplanned parole/probation requirement
 - c. Unplanned housing requirement (either to obtain or maintain housing)
 - d. Medical emergencies involving the client, their spouse or dependent
 - e. Bereavement: 3 days flexible for close family members (funerals with notice)
 - f. Childcare issues (effective during Covid-19 related closures)
- * It is always important to provide as much notice as possible, even in an instance of an absence that will be excused.
 - * Any observed pattern or combination of excused or unexcused absences can result in disciplinary action.
 - * All instances of excused absence are subject to request for documentation or proof, such as appointment slips, emails, voicemails, etc., at the discretion of Works staff.

Example Tiers of Disciplinary Action:

- Removal from assignment
- One-week suspension
- 30-day suspension
- Termination

Some instances of disciplinary action will require a successful re-interview with Chrysalis Enterprises staff be completed.

Chrysalis Enterprises may or may not provide warning of impending disciplinary action if an employee is starting to show a pattern of poor attendance. It is the employee's responsibility to show up on time for his/her assigned shifts and work the duration of the shift.

Chrysalis Enterprises does not offer any paid personal time off (such as vacation or personal days) other than legally mandated sick time (see "Paid Sick Leave Benefits for Transitional Employees"), which does not count towards any attendance points. If an employee is not working an assigned shift, he/she will not be compensated for their time. Suspensions are also unpaid.

Benefits

Chrysalis employees are entitled to several benefits. Several the benefit programs, such as social security, worker's compensation, state disability, and unemployment insurance, cover all employees and are required by law and covered by state or other insurance programs. Eligibility for other benefits depends upon a variety of factors, including employee classification.

Effective January 1, 2015, the Patient Protection and Affordable Care Act (ACA) requires large employers (50 or more employees) to offer health insurance to any employee averaging 30 work hours or more per week. This requirement is often referred to as the "employer mandate" of the ACA. In order to determine your eligibility, Chrysalis uses what is known as the "Initial Stability Period". Your Initial Stability Period will last 12 months. During the Initial Stability Period you are eligible for coverage if you are employed and make the applicable contribution for coverage. After the Initial Stability Period you will need to average at least 30 work hours per week during the "Standard Measurement Period", which is the 12-month period from November 1 to October 31 each succeeding year.

Eligible employees may enroll their eligible dependents for coverage in the medical plan. Eligible dependents include spouse or domestic partner, children, stepchildren, and children of domestic partners up to age 26.

The medical plan requires employee contributions for employees and their dependents. We reserve the right to add, amend, modify, or terminate any employee benefit plans or programs to the extent allowed by federal, state, or local laws.

Coverage ends on the first calendar day of the month following termination date.

Paid Sick Leave Benefits for Transitional Employees

Chrysalis has established a paid sick leave policy compliant with the California "Healthy Workplaces, Healthy Families Act of 2014." The paid sick leave policy is designed to provide eligible employees paid time off to attend to their own health care and the health care of family members, ensuring a healthier and more productive workforce. An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.

Although an employee begins to accrue paid sick time upon the first day of employment, an employee may not use accrued paid sick days until the 90th day of employment. Eligible employees may accrue one (1) hour of paid sick leave for each thirty (30) hours worked.

When an employee becomes entitled to such leave, he or she may use a maximum of 48 hours (or 6 days) of paid sick leave in each year or employment, calendar year, or 12-month period.

This maximum accrual of 48 hours (or 6 days) of paid sick leave applies to all eligible employees.

The rate of pay for sick leave will be based on the employee's hourly wage.

Any accrued, unused paid sick time will be carried forward from one employment year to the next, subject to a maximum accrual of no more than 72 hours (or 9 days). If an employee's sick time balance reaches the maximum allowed accrual, the employee will stop accruing benefits. If the employee later uses enough sick time to fall below the maximum, he or she will resume accruing sick time from that date forward. There is no retroactive grant of paid sick time for the period that accrued paid sick time is at the maximum.

Employees who perform a majority of their work (24+ hours in a week) in a location that is subject to the Living Wage Ordinance (i.e. The BIN) are eligible to accrue up to 12 paid days off per year for sick leave, vacation, or personal necessity; and use 10 unpaid sick days off per year. Employees who perform less than 24 hours of work for The BIN, or any hours at another location can use sick leave consistent with the California Healthy Workplaces, Healthy Families Act of 2014.

Employees who, in a calendar week, perform at least 2 hours of work within the geographic boundaries of Santa Monica, can accrue up to 72 hours. Employees in this category can use sick leave consistent with the California Healthy Workplaces, Healthy Families Act of 2014.

Sick time does not accrue during any leave of absence.

An employee may determine how much accrued paid sick leave he or she needs to use, subject to a reasonable minimum increment of two hours.

Chrysalis will provide paid sick days upon the oral or written request of an employee for the following reasons:

1. For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member meaning a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling); or
2. For an employee who is a victim of domestic violence, sexual assault, or stalking:
 - To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief.
 - To help ensure the health, safety, or welfare of the victim or the victim's child.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or

permanent relocation.

An employee will not receive any compensation for unused paid sick days upon termination, resignation, retirement, or other separation from employment.

If an employee separates from Chrysalis and is rehired by Chrysalis within one year from the date of separation, previously accrued and unused paid sick time will be reinstated. The employee will be entitled to use those previously accrued and unused paid sick days, and to continue accruing additional paid sick days upon rehiring.

Family Care and Medical Leave

The Company provides family care and medical leave to qualified employees as required by the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), pursuant to the terms and conditions set forth below.

Eligibility

To be eligible for family care and medical leave under CFRA, an employee must (1) have worked for the Company for at least 12 months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the 12 months preceding the leave. For FMLA leave, an employee must also work at a location where 50 or more employees work at that location or within 75 miles of it.

Permissible Uses of Family Care and Medical Leave

Family care and medical leave may be taken for any of the following reasons:

- I. For the birth of a child, or the placement of a child with the employee for adoption or foster care;
- II. For the employee's own serious health condition;
- III. To care for a "family member" (which is defined as the employee's parent, child, spouse (or, for CFRA only: domestic partner, grandparent, grandchild or sibling)) with a serious health condition;
- IV. For a "qualifying exigency leave" arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty in the Armed Forces (including the National Guard or Reserves) or has been notified of an impending call or order to covered active duty in the Armed Forces. A "qualifying exigency" may include addressing issues resulting from short-notice deployment, attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, spending time with a military member on certain rest and recuperation leave, attending post-deployment reintegration briefings, and providing care for a military member's parent who is incapable of self-care.
- V. For "covered service member leave," which is leave taken to care for an injured service member, if the employee is the spouse, son, daughter, parent, or next of kin of a covered service member. A covered service member is: (1) a current member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness that was incurred or aggravated in the line of duty, while on active duty; or (2) a veteran of the Armed Forces who was discharged or released under conditions other than dishonorable during the past 5 years and is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred or aggravated in the line of duty, while on active duty.

A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Leave's Effect on Pay and Benefits

Family care and medical leave is unpaid. Employees may not substitute any of the Company's unlimited Paid Time Off for any unpaid portion of a leave under this policy.

California Paid Family Leave

An employee may be entitled to Paid Family Leave ("PFL") benefits from the State of California for up to 8 weeks in any 12-month period for absences from work to bond with a minor child within one year of the birth or placement of the child, or to care for a seriously ill or injured family member. PFL must be taken concurrently with FMLA/CFRA leave and does not entitle an employee to take any additional time off.

Amount of Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of leave in a rolling 12-month period (measured backwards from the date the employee's leave commences) for: leave for the birth of a child or the placement of a child with the employee for adoption or foster care; leave for the employee's own serious health condition, or leave for the serious health condition of a family member.

An employee may take a maximum of 26 weeks of covered service member leave, measured forwards from the date the employee's leave commences. Any other FMLA leave under this family care and medical leave policy will be counted against the 26 weeks of covered service member leave. An employee may not take more than 26 workweeks of FMLA leave in any single 12-month period.

Family care leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least 2 weeks' duration. However, an employee may take such leave in amounts of less than 2 weeks' duration on any 2 occasions or when approved by the Company. Family care leaves for the birth, adoption or foster care placement of a child must be concluded within one year of the birth, adoption or placement.

Leave for the employee's own serious health condition, the serious health condition of the employee's child, spouse, domestic partner or parent, or covered service member leave may be taken intermittently or on a reduced schedule where medically necessary. If these types of leave are taken intermittently or on a reduced schedule for planned medical treatments, the Company retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule. Qualifying exigency leave also may be taken intermittently or on a reduced schedule. An employee who takes intermittent or reduced-schedule leave for a planned medical treatment must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Company's operations.

Requesting Family Care and Medical Leave

Employees should notify the Company of their request for family care or medical leave as soon as they are aware of the need for such leave. If the need for qualifying exigency leave is foreseeable, the employee should provide such notice that is reasonable and practicable. For other types of leaves, if the need for the leave is foreseeable, the employee must provide 30 calendar days' advance notice to the Company of the need for leave, if possible. If the leave is unforeseeable 30 days in advance, but is not an emergency, the employee should notify the Company as soon as practicable under the facts and circumstances of the employee's particular case. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be asked to reschedule the treatment so as to minimize disruption of the

Company's operations.

If an employee fails to comply with these notice procedures without any reasonable excuse, the Company reserves the right to delay or deny the taking of the leave.

All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. An employee must provide reasonable notice of any requests for extensions of a family care or medical leave. The employee must provide the revised anticipated date(s) and duration of the family care or medical leave.

Medical Certification

Any request for medical leave for an employee's own serious health condition, for family care leave to care for a family member with a serious health condition, or for covered service member leave must be supported by medical certification from a health care provider. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, the employee must provide the required certification within 15 calendar days after the Company's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the employee's leave. Any request for an extension of the leave also must be supported by an updated medical certification.

An employee who requests a qualifying exigency leave must provide certification to support the request. The employee must provide a copy of the military member's active duty orders or other military documentation for each call to active duty. The employee also must submit a signed certification stating the date of commencement of the exigency, the dates of the leave, and, for intermittent or reduced schedule leave, the estimated frequency and duration of the qualified exigency. If the employee's leave involves meeting with a third party, the Company reserves the right to request the party's contact information and a brief description of the proposed visit.

The Company also may request recertification from the employee, to the extent authorized by law.

Leave's Effect on Reinstatement

An employee who timely returns to work at or before the expiration of his or her FMLA and/or CFRA leave will be reinstated to the same or an equivalent position consistent with applicable law. However, an employee will have no greater right to reinstatement or to other benefits and conditions of employment than if he or she had not taken the leave. An employee who fraudulently obtains or uses family care and medical leave is not entitled to job restoration.

Before permitting the employee to return to work, the Company also may require the employee to provide medical certification that he or she is able to return to work.

Federal Government General Notice

Please see the notice located at the end of the handbook from the U.S. Wage and Hour Division, entitled "Employee Rights and Responsibilities under the Family and Medical Leave Act," for additional information about family and medical leaves.

Pregnancy Disability Leave of Absence and Accommodations

Pregnancy-related disability leaves of absence (“PDL”) are made available to employees in accordance with the terms of the California Fair Employment and Housing Act and other applicable law. If an employee is temporarily unable to perform her usual and customary duties due to pregnancy, childbirth or a related medical condition, she will be granted a medical leave of absence for the period of actual disability, up to a maximum of 4 months per pregnancy unless otherwise required by law. PDL may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

The Company also will provide a qualified employee with a reasonable accommodation for pregnancy, childbirth or related medical conditions under certain circumstances. In addition to other potential forms of reasonable accommodation, the Company will temporarily transfer a pregnant employee to a less strenuous or hazardous position or to less strenuous or hazardous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

In some circumstances, employees may take PDL on an intermittent or reduced-schedule basis. The Company reserves the right to temporarily transfer an employee using PDL on an intermittent or reduced-schedule basis into an alternative position, with equivalent pay and benefits, in order to accommodate business needs as allowed by law.

Procedures for Requesting Pregnancy-Related Disability Leave or Transfer

Employees should notify the Company of their request for PDL or accommodation as soon as they are aware of the need for such leave or accommodation. For foreseeable events, if possible, the employee should provide 30 calendar days' advance notice to the Company of the need for PDL or accommodation. If it is not practicable for the employee to give 30 calendar days' advance notice, the employee must notify the Company as soon as practicable after she learns of the need for PDL or accommodation. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Company reserves the right to delay the taking of the PDL or accommodation, unless the delay would endanger the employee's health, her pregnancy or the health of her co-workers.

Any request for PDL or accommodation must be supported by medical certification from a health care provider. For PDL, the certification shall contain the following information: (a) a statement that the employee needs to take PDL because she is disabled by pregnancy, childbirth or a related medical condition; and (b) the date on which the employee became disabled due to pregnancy and the probable duration of the leave.

In the case of a request for reasonable accommodation, the medical certification shall provide the following information: (a) a description of the requested reasonable accommodation; (b) a statement describing the medical advisability of the reasonable accommodation because of pregnancy; and (c) the date on which the need for reasonable accommodation became or will become medically advisable and the estimated duration of the reasonable accommodation.

Upon expiration of the time period for the PDL or accommodation estimated by the health care provider, the Company may require the employee to provide another medical certification if additional time is requested.

An employee must provide medical certification within 15 calendar days after it is requested. If an employee fails to do so, the company may delay the commencement of, or deny, the leave or accommodation request. Moreover, if an employee is absent from work without having provided

the certification in accordance with this policy, any such absence will be unauthorized. Pursuant to the Company's policy, any unauthorized absence is considered to be a voluntary resignation from employment.

Leave's Effect on Pay and Benefits

PDL generally is unpaid. Employees may not choose to substitute any unlimited Paid Time Off during any unpaid portion of PDL. Employees also may be eligible for benefits through California state disability insurance.

Job Reinstatement

Unless the Company and the employee already have agreed upon the employee's return date, an employee who has taken a PDL or transfer must notify the Director of Human Resources at least 2 business days before her scheduled return to work or, as applicable, before her transfer back to her former position. If providing notice of 2 business days is not feasible, reinstatement will be made as soon as it is possible for the Company to expedite the employee's return.

Under most circumstances (subject only to exceptions permitted under applicable law), upon return from PDL of up to 4 months' duration, an employee will be reinstated to her original position or a comparable position with equivalent pay, benefits and other employment terms and conditions. However, the employee will have no greater right to reinstatement than if she had not taken the PDL.

Before permitting the employee to return to work in her original position, the Company may require the employee taking a PDL or transfer to provide medical certification that she is able to return to her position.

Lactation Accommodation Following Birth of Child

The Company will comply with applicable laws to provide employees who are nursing mothers with a reasonable amount of time each day to express breast milk for their infant children after each child's birth ("Lactation Breaks").

Each employee will be provided with the use of a private location, in close proximity to the employee's work area, for Lactation Breaks. This location will be safe, clean and hazard-free and will contain a surface suitable for holding breast pump(s) and personal items as well as seating for the employee. In addition, the Company will provide each employee with a cooling device suitable for storing milk in close proximity to the employee's work area. Due to operational limitations, the Company may provide a space other than a bathroom that is in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. If there is no feasible location available because of the mobile nature of the work location, Chrysalis will provide an accommodation for lactating employees and temporarily re-assign the employee to a work location with suitable facilities available. The Lactation Breaks will, when possible, run concurrently with any break time already provided to the employee. If any additional time is needed, an employee may take unpaid time off. If applicable state or local law provides greater protections for Lactation Breaks, the Company will comply. If there is no feasible location available because of the mobile nature of the work location, Chrysalis will provide an accommodation for lactating employees and temporarily re-assign the employee to a work location with suitable facilities available. Questions about Lactation Breaks should be directed to Human Resources. If desired, an employee may report violations concerning the Company's obligation to provide Lactation Breaks in accordance with the above to the California Labor Commissioner.

The Company does reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Military Spouse Leave

An employee whose spouse is a member of the Armed Forces, National Guard, or Reserves who has been deployed during a period of military conflict may be eligible to take up to 10 days of unpaid leave while his or her spouse is on leave from deployment. In order to be eligible for such leave, the employee must work an average of 20 or more hours per week and must provide the Company with notice of his or her request for leave within two business days of receiving official notice that his or her spouse will be on leave from deployment. For more information, please contact the Human Resources Department.

Drug and Alcohol Rehabilitation Leave

The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation does not impose an undue hardship on the Company. However, the Company reserves the right to terminate an employee who, because of the employee's current use of alcohol or drugs, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others. The Company will make reasonable efforts to safeguard the privacy of an employee requesting or taking drug and alcohol rehabilitation leave as to the fact that he or she has enrolled in a drug or alcohol rehabilitation program.

Such time off will be without pay, but an employee may use his or her available sick leave.

Domestic Violence/Sexual Assault/Stalking Leave

An employee who is a victim of domestic violence, stalking, or sexual assault may take unpaid time off to obtain judicial relief (including to seek a restraining or other court order), seek medical attention, obtain services from a domestic violence shelter, program, or rape crisis center, to obtain psychological counseling, or to participate in safety planning related to domestic violence, sexual assault, or stalking, in order to help ensure the health, safety, or welfare of the employee or his or her child. If you need time off because of domestic violence, stalking, or sexual assault, you should notify management as soon as possible so that arrangements can be made to accommodate your absence. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work. Employees may elect to use vacation time or paid sick time for this leave. The Company will attempt to reasonably accommodate an employee to address safety as a result of domestic violence, sexual assault, or stalking.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence, stalking, or sexual assault. The Company prohibits retaliation or discrimination against any employee for exercising his or her right to take this leave and/or for his or her status as a victim of domestic violence, sexual assault, or stalking.

Time Off for Victims of Serious Crimes or Family Members of Victims of Serious Crimes

An employee who is a victim of a felony, or whose spouse, domestic partner, child, stepchild, sibling, step-sibling, parent or step-parent is a victim of a felony, may take unpaid time off to attend judicial proceedings relating to the crime. If you need such time off, you must give management a copy of the notice of the scheduled proceeding. If advance notice is not

possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after you return to work. Employees may elect to use paid sick time for this leave.

Time Off to Appear as a Witness

Employees will be granted unpaid leave to act as witnesses upon presentation of a copy of a subpoena or other court order to their supervisor or management. The employee may use any accrued sick leave, if applicable, while on witness duty leave.

Employees will be paid their normal wage or salary if required by a subpoena to appear in court on Company business, upon presentation of a copy of a subpoena or other court order to their supervisors or management. However, employees will not be paid for their time off if summoned to appear in court because of a subpoena on matters not pertaining to Company business or matters where they are personally involved in the legal action.

Jury Duty

The Company will provide employees time off to serve on a jury. Employees must notify their supervisor within twenty-four (24) hours of receiving a jury duty or juror orientation notice. Employees may be required to provide the Company with written proof of jury duty. Non-exempt (hourly) employees will not be paid by the Company while serving on a jury. An exempt (salaried) employee's salary will not be reduced for partial weeks of work due to service as a juror. However, a salaried employee will not be paid by the Company if he or she misses an entire week of work due to jury duty.

California Civil Air Patrol Leave

Employees with at least ninety (90) days of service who are a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol are eligible for up to ten (10) days of unpaid leave to respond to an emergency operation mission. Employees may elect to use vacation time for this purpose.

Volunteer Firefighters, Emergency Rescue Personnel, and Reserve Peace Officers

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your immediate supervisor that you may be required to take time off for emergency duty. Whenever possible, please notify your immediate supervisor when you've been called for emergency duty that will prohibit your availability to the Company.

Bone Marrow and Organ Donation Leave

Any employee undergoing an organ donation procedure or treatment related to organ donation may take up to thirty (30) business days of paid leave per calendar year related to the organ donation. The one-year period is measured from the date the employee's leave begins and consists of twelve (12) consecutive months. Up to two weeks of an employee's accrued but unused vacation time or paid sick time at the time the leave is to be taken will be credited against the thirty (30) days of donor leave available for organ donation. Employees may elect to take more than two weeks of paid sick time or vacation time. Employees may also take an additional 30 days of unpaid time off for organ donation leave if the additional time off is medically necessary.

Any employee undergoing a bone marrow donation procedure or treatment related to bone marrow donation may take up to five (5) business days of paid leave per calendar year related to the bone marrow donation. If available at the time of leave for bone marrow donation, the

employee's accrued but unused vacation time or paid sick time will be credited against the five (5) days of bone marrow donation leave.

Donor leave taken will not be counted against an employee's seniority/length of service and will not affect eligibility for pay increases and other benefits. Employees who take donor leave, like other protected leaves, will not be retaliated, or otherwise discriminated, against for doing so. In order to receive a leave of absence for organ or bone marrow donation, the employee must provide written advanced verification to management that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

School Related Activities Leave

The Company will provide up to 40 hours each year (not to exceed eight hours in any calendar month of the year), of unpaid leave to an employee who is a parent, stepparent, foster parent, grandparent, or a person who stands in loco parentis to one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care provider, for the purpose of participating in activities of the school or licensed child care provider of any of his or her children, to find, enroll, or reenroll a child in a school or with a licensed child care provider, or to address a child care provider emergency or school emergency.

To be eligible for such leave, the employee must, prior to taking the time off, give reasonable notice to the Company of his or her planned absence. The employee may use vacation time for this leave.

The Company may request that the employee provide documentation from the school or licensed childcare provider as proof that he or she participated in school or licensed child care provider activities on a specific date and at a particular time.

Employees who are the parents or guardians of a child may take time off to appear in school in connection with disciplinary action/suspension by the school. The employee must give reasonable notice before taking time off. The Company will not discriminate against an employee who takes time off to appear at his or her child's or ward's school in connection with a suspension from class or school.

Employee Literacy Education Assistance

The Company will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests assistance from the Company in enrolling in an adult literacy education program, provided that the reasonable accommodation does not impose an undue hardship on the Company. For purposes of this policy, Company assistance includes, but is not limited to, providing the employee with the locations of local literacy education programs or arranging for a literacy education provider to visit the jobsite.

The Company will make reasonable efforts to safeguard the privacy of the employee as to the fact that he or she has a problem with illiteracy. Any leave requested under this policy will be unpaid.

An employee who reveals a problem of illiteracy and who satisfactorily performs his or her work will not be subject to termination of employment because of the disclosure of illiteracy.

Non-Fraternization Policy

Chrysalis supports a non-fraternization policy meant to prevent employees from engaging in activities that could interfere with workplace safety, morale, and productivity. Supervisors and subordinates, as well as co-workers in the same department, are prohibited from engaging in

personal relationships. Additionally, employees should not engage in personal relationships with any customers, residents, or clientele of partner agencies/work sites.

Unlawful Harassment Policy

Chrysalis is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment and harassment based on pregnancy, childbirth, or related medical conditions, race, religious creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation, gender identity, gender expression or any other basis protected by federal, state, or local law, ordinance, or regulation. **All such harassment is unlawful.** Chrysalis' anti-harassment policy applies to all persons involved in the operation of the company and prohibits unlawful harassment or discrimination by any employee of the company, including supervisors and managers, as well as vendors, customers, clients, and any other persons. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments
- Using abusive language at any time on Chrysalis premises and/or a customer job site, or making false, vicious, profane, or malicious statements concerning Chrysalis, its President/Chief Executive Officer, employees, clients or customers
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors
- Retaliation for reporting or threatening to report harassment.

If an employee is found to have engaged in sexual harassment, or if a manager is found to have known about the conduct and either condoned or ratified it, they may be personally liable for monetary damages. In addition, Chrysalis will take appropriate disciplinary actions, up to and including termination, against any employee who engages in sexual harassment.

Please note, supervisors/managers are required to report any actual or potential violation of this policy to Human Resources. For purposes of this policy, a supervisor/manager is any individual having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, to address their grievances, or effectively to recommend that action.

Workplace Bullying

Chrysalis is committed to providing our employees with a healthy and safe work environment that is free from bullying.

Bullying is repeated unreasonable behavior directed toward an employee, or a group of employees, that creates a risk to health and safety. Examples of bullying including:

- Verbal abuse and yelling

- Humiliating someone through sarcasm, criticism, or insults
- Constant criticism
- Exclusion of a person from workplace activities

Chrysalis expects all employees to behave in a professional manner and to treat each other with dignity and respect.

Workplace Violence

Chrysalis has a zero-tolerance policy concerning threats, intimidation, and violence of any kind in the workplace either committed by or directed at our employees. Employees who engage in such conduct will be disciplined, up to and including immediate termination of employment.

Employees are not permitted to bring weapons or explosives of any kind onto company or customer premises or to company functions. Any employee who is suspected of possessing a weapon will be subject to search at the company's discretion. Such searches may include, but not be limited to, the employee's personal effects, desk, and workspace, and locker.

If an employee feels he or she has been subjected to threats or threatening conduct by a coworker, client, vendor, or customer, the employee should notify his or her supervisor or another member of management immediately. Employees will not be penalized for reporting such concerns.

An employee's consent to search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

Drug and Alcohol Policy

Chrysalis is committed to maintaining a safe, efficient and productive work environment, remaining a drug and alcohol-free workplace. Chrysalis wants all employees to perform their duties safely and efficiently, in a manner that protects their interests and those of their co-workers. We recognize that the use of alcohol, marijuana or unlawful drugs, as well as being under the influence of certain legal or prescription drugs, can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and employee performance, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity. For these reasons, we have a strict policy against the use or possession of drugs, marijuana or alcohol in the workplace. Every employee must always comply with this policy.

You must report for work fit to perform your job. You may not use or possess alcohol, marijuana or illegal drugs, or misuse legal or prescription drugs.

Alcohol: Employees are prohibited from using or being under the influence of alcohol while performing company business for Chrysalis, for any job-related purpose, or while on company premises or a worksite.

Illegal Drugs: Chrysalis employees are prohibited from using or being under the influence of illegal drugs while performing company business or while on a company facility or worksite. You may not use, manufacture, distribute, purchase, transfer, or possess an illegal drug while on Chrysalis and/or Customer facilities, while operating a motor vehicle for any job-related purpose, while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited. If you are unclear about which medications may impair your ability to operate a motor

vehicle or impair your ability to perform any other job-related duty, we encourage you to speak with the Vice President of Human Resources. Employees shall at all times ensure, that employee's off-duty use of medications or Unlawful Substances, prescribed for medical purposes, if lawfully being used under the State of California and authorized by a qualified medical professional; and do not interfere with employees duties for Chrysalis, Chrysalis's business, or Chrysalis employees, customers, clients, vendors, and other business relationships and do not impose a threat or danger to employee, Chrysalis employees or any third party.

Possession or use of marijuana remains unlawful under federal law. Although California has legalized marijuana for medicinal and recreational purposes, Chrysalis is not required to allow the medicinal or recreational use of marijuana in the workplace. Use or being under the influence of marijuana is strictly prohibited while on work time and may result in discipline, up to and including termination.

You may not use, possess, transfer, distribute, manufacture or sell alcohol, marijuana or any illegal drug while on our property, during on-call status, while operating a vehicle or potentially dangerous equipment owned or leased by Chrysalis, while on duty or while representing Chrysalis in any manner. You also may not report for work, begin work, or remain on duty or on on-call status while under the influence of or impaired by any illegal drug, marijuana or alcohol, or be sufficiently impaired by any legal or prescription drug that you would or could create a danger in the workplace or your ability to perform the job could be inhibited in any way as a result of your use of that drug.

For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law or if you improperly use or possess the drug, regardless of whether such conduct constitutes an illegal act. Being "under the influence" of alcohol, marijuana or any other drug means that a drug or alcohol test would detect the presence of the drug or alcohol in your body.

Searches: Chrysalis may conduct searches for illegal drugs or alcohol present in company facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, backpacks, as well as any Chrysalis and Customer property that is provided for employees' personal use such as desks, lockers, and files. Company property, including carts and vehicles, is always subject to search.

Examples of reasonable suspicion include:

- Odors (smell of alcohol or marijuana on body or breath)
- Possession of illegal drugs or alcohol
- Behavior that aren't indicative of your normal

An employee's consent to search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

Drug Testing: Chrysalis will conduct drug testing under any of the following circumstances: reasonable suspicion, post-accident/incident with reasonable suspicion, routine, and for placement as required by customers. Drug testing consists of a blood test, urinalysis, hair test,

or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other workplace circumstances justify such testing.

The laboratory will be approved or certified by the United States Department of Health and Human Services, the College of American Pathologists, or the applicable State agency.

The collection of samples will be performed under reasonable and sanitary conditions using procedures designed to protect employee privacy and to preclude misidentification or contamination. Employees being tested will have the opportunity to provide confidential notification of any information that may be considered relevant to the test, including identification of currently used prescription and nonprescription drugs or other relevant medical information to the testing facility's Medical Review Officer (MRO).

If you test positive for the presence of drugs and/or any other controlled substance, you will be subject to disciplinary action up to and including termination. The refusal to consent to testing or testing positive may result in disciplinary action including termination.

The cost of any drug test required by the Company will be paid by the Company. For current employees, the Company will pay reasonable transportation costs incurred by the employee to travel to the testing facility.

Tested employees have the right, upon written request, to obtain the written results of their drug test provided the testing facility receives the request within five (5) working days after the employee has been informed of a confirmed positive test result.

Disciplinary Action: Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with search and testing procedures as described below.

Substance Abuse Treatment

Chrysalis realizes that alcohol and drug abuse can be an illness for which there is effective treatment and rehabilitation. An employee who suspects that alcohol or drug abuse has become a personal problem, whether he or she perceives it as affecting job performance, is urged to speak with his or her Employment Specialist for possible referral to an organization offering rehabilitative services.

Whistleblower Policy

A whistleblower as defined by this policy is an employee of Chrysalis who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor or the Director of Human Resources. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained.

However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Director of Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Director of Human Resources who is responsible for investigating and coordinating corrective action. Employees with any questions regarding this policy should contact the Director of Human Resources.

Safety and Emergency

Safety Practices

A good worker is a safe worker. Be sure that you know the safe way to perform any job that is given to you. As part of the new worker training, you will be asked to participate in an intensive safety and skill training workshop where you will become familiar with all the safety requirements of your assignment. If there is any doubt, ask your supervisor prior to attempting the assignment.

It is imperative that all employees make safety practices a top priority in performing their daily tasks to prevent injury to themselves and other workers. Employees must report all accidents, injuries, potential safety hazards, safety suggestions, and health and safety related issues immediately to their supervisor or the Human Resources Department. Safety practices include but are not limited to:

- Not smoking inside Chrysalis facilities, customer facilities or near flammable materials.
- Refraining from horseplay, practical jokes or disruption of any kind on Chrysalis time or on Chrysalis premises.
- Operating machinery and equipment only after instruction and authorization from your supervisor.
- Practicing fire prevention techniques.
- Identifying escape routes.
- Not tampering with fire alarms or other protective equipment.
- Identifying and reporting unsafe conditions, procedures, or practices.
- Wearing clothes suited for your job.
- Wearing disposable gloves, goggles, masks, etc. (personal protective equipment) as appropriate.
- Learning to lift the correct way to avoid injuries.
- Actively supporting the safety program and reporting any injury, work-related or otherwise.
- Participating in safety meetings and training sessions.
- Not engaging in illegal or criminal conduct whether related to the job or not.
- Using chemicals appropriately and safely, including referring to the Material Safety Data Sheets (MSDS).
- Safely responding to biological hazards (e.g., discarded needles, blood, etc.), environmental hazards (e.g., dust from construction sites), and physical hazards (e.g.,

broken glass).

All suggestions for improvements in safety practices are welcomed and should be made to your immediate Chrysalis Enterprises supervisor or the Human Resources Department.

Handling Illness, Injury or an Emergency

Report all incidents to your Chrysalis Enterprises supervisor (and to the customer contact as appropriate) immediately, whether anyone is hurt. If you or another employee is injured, contact your supervisor immediately and get first aid. If your supervisor is not available, contact a Chrysalis Enterprises administrator or the Human Resources department. Seek help from outside emergency response agencies, if needed. Contact information is posted on your office's California State and Federal Employment Notices poster. You will also be required to complete the necessary paperwork as soon as possible, but no later than 24 hours or the next business day whichever comes first. (See Reporting Requirements below for more details). A physician's report must be provided to a supervisor before the affected employee returns to work after treatment for an on-the-job injury.

Transportation Guidelines for an Injured or Ill Employee

In cases of extreme illness or injury (such as unconsciousness, severe bleeding, or broken bones), the company will call 911. For injuries and illnesses that require medical attention but are not life threatening, the company will arrange to have a supervisor transport the injured employee to the nearest medical facility or will provide fare for public transportation in the extreme case that a supervisor is unavailable to drive an employee.

Reporting Requirements

You must complete an "Employee's Claim for Worker's Compensation Benefits" form if you have a work-related injury that requires medical attention. If your injury does not require medical attention you must still complete an "Employee's Statement" in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. You can obtain the required forms from the Human Resources department.

A federal law, the Occupational Safety and Health Act (OSHA), requires that we keep records of all illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards that might be present on the job. Serious injuries or workplace deaths must be reported to CAL OSHA within a specified time frame.

In addition, the state Workers' Compensation Act also requires you to report any illness or injury caused by the workplace, no matter how slight. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments or other health benefits. All injuries should be reported to the Human Resources department within 24-hours of occurrence, or as soon as practicable

Supervisors are required to prepare a detailed report about any workplace accident, even when only a minor injury is the result. Situations where a near miss occurs should also be reported so that the condition can be corrected to prevent an accident or injury from occurring in the future. A "Supervisor's Report of Injury" should be submitted as soon as possible after the injury occurs and should contain as much detail as possible.

Hepatitis B

Because of the nature of the job assignments, employees may be exposed to blood-borne pathogens, and to Hepatitis B through discarded hypodermic needles. Employees should be

aware of the risk in developing the Hepatitis B viral infection which can cause chronic inflammation of the liver lining and cirrhosis, liver cancer, and possible death. There are vaccinations for Hep B prevention and anyone coming in contact with a carrier is highly likely to recover. The Hep B vaccine only contains strains of Hep B and is not effective against Hep A, C, D, E, F, or G. Anyone interested in obtaining information on Hepatitis B vaccinations can contact the Human Resources Department.

Company Property

Company property includes uniforms, tools, vehicles, supplies and equipment and must be maintained according to company rules and regulations. They must be kept clean and are to be used only for work-related purposes. Chrysalis reserves the right to inspect all company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Prior written authorization must be obtained before any company property, records, or property of customers may be removed from the premises.

Company Equipment and Vehicles

Notify your supervisor if any equipment or machines appear to be damaged, defective, or in need of repair. This prompt reporting could prevent the equipment's deterioration and could also help prevent injury to you or others. Should you have questions about the maintenance and care of any workplace equipment, ask your supervisor.

If you operate equipment improperly, carelessly, negligently, or unsafely, you may be disciplined or even terminated. In addition, you may be held financially responsible for any loss to Chrysalis because of such mistreatment.

Theft and Security

Chrysalis' policy is to act promptly and decisively when confronted with evidence of theft or unauthorized or willful destruction, damage or sale of company property or the property of an employee or customer. Any employee found to be responsible for such actions will be required to make restitution, reported to prosecuting authorities, and become subject to corrective action, up to and including termination.

Any employee who has knowledge of a theft or removal, destruction or damage of property should promptly report this information to his or her supervisor, and/or the Human Resources Department. In addition, if you observe anyone in the office, or on a worksite who is acting suspiciously, alert your supervisor immediately.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, backpacks, as well as any Chrysalis and Customer property that is provided for employees' personal use, such as desks, lockers, and files. Company property, including carts and vehicles, is always subject to search.

Return of Company Property upon Separation

When an employee's employment with Chrysalis ends, for whatever reason, the employee is required to return immediately all company-owned property used during his or her employment. This includes without limitation, keys, vehicles, communication devices, uniforms, identification cards or badges, and any other equipment, materials, or items purchased, leased, owned, or

otherwise belonging to Chrysalis.

Terminated employees should remove any personal items at the time they leave the company. Personal items left in the workplace are subject to disposal if not claimed at the time of the change in relationship.

Payroll

Pay Schedule

Chrysalis Enterprises employees are paid on a weekly basis, and payday is every Friday. A pay period consists of the Monday to Sunday of the week prior to the date of the paycheck. Timecards are due on Tuesdays by 9:00 am, unless otherwise notified by Chrysalis staff. Tampering with or falsifying information on a timecard is illegal and grounds for immediate termination.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2 Timecards due by 9a	3	4	5 Pay Day (for previous week)	6	7
← Work Week →						
8	9 Timecards due by 9a	10	11	12 Pay Day (for previous week)	13	14
← Work Week →						
15	16 Timecards due by 9a	17	18	19 Pay Day (for previous week)	20	21
← Work Week →						
22	23 Timecards due by 9a	24	25	26 Pay Day (for previous week)	27	28
← Work Week →						

Your supervisor will fill out a timecard for each of the shifts you work, ask that you sign off at the bottom and provide you the pink copy for your records before you leave. It is your responsibility to ensure that what you are signing accurately reflects the hours you worked. Your supervisor will submit all timecards to payroll by the deadline listed above.

Paychecks are available for pick-up on Fridays, 6:00 am – noon for clients in the Downtown LA office and on Fridays, 8:00 am – noon for clients in the Santa Monica and Pacoima offices (unless otherwise noted, such as for holidays and special facility schedules). You will be required to present a picture ID in order to pick up your paycheck or pay stub. Once your paycheck has been delivered to you, it is your responsibility to check it for any discrepancies and to keep it safe until it is cashed or deposited. Chrysalis can replace a check that has been lost or stolen from you only when it is possible to stop payment on the check before it is cashed. Report any lost or stolen checks to the Human Resources Department immediately.

Direct Deposit funds are deposited into your account at 12am on Friday morning. Deposit times may vary slightly depending on your bank. If you have questions concerning your paycheck,

please bring them to the attention of the Human Resources Department Please note that recording the work time of another employee, allowing any other employee to record your work time, or allowing falsification of a timesheet, whether it is your own or another employee's violates company policy and practices and will result in disciplinary action.

If you change your name or address, please notify the Human Resource Department so that our personnel and payroll files may be updated.

Payroll Deductions

Certain deductions will be made in accordance with federal and state laws. These include wage deductions for the Internal Revenue Service (IRS), Franchise Tax Board (CA) and the Department of Motor Vehicles (DMV). The Internal Revenue Service, the Franchise Tax Board and the Department of Motor Vehicles have legal access to the State Directory of New Hires. This means that if a new hire has any outstanding tax liabilities or motor vehicle registration delinquencies, the taxpayer's employer is notified and instructed to withhold a certain amount of that person's wages to be paid directly to the levying organization. It should be noted that the employer may not "refuse" to do so. Wage garnishments continue until the entire tax debt is paid off or wage levy is released.

Child Support Reporting Requirements

Federal and state laws require all employers, including Chrysalis, to report basic information about new employees, including your name, address, and social security number to a state agency designated as the State Directory of New Hires. The state collects this information to enforce child support orders. Please be advised that if the state determines that you owe child support, it will send an order requiring us to withhold money from your paycheck to pay your child support obligations. Chrysalis is required to comply with such orders as a matter of federal and state law.

APPENDIX A: Injury & Illness Prevention Program (IIPP) For Transitional Jobs

Safety Policy

No function at Chrysalis is so critical and no job is so urgent as to require or justify a compromise of safety and health.

Chrysalis believes that everyone benefits from working in a safe environment. Accordingly, Chrysalis is committed to maintaining a safe workplace and to complying with applicable laws and regulations governing safety.

To achieve this goal, Chrysalis has established a written Injury and Illness Prevention Program (IIPP). The program outlines our commitments to communicate about our safety philosophy, to inspect our facilities, to investigate our injuries and illnesses, to correct unsafe conditions, and to provide safety training to all employees. In return, our expectation is that Chrysalis workers will:

- Do the right thing the first time when faced with workplace safety issues.
- Seek to integrate safety into all work-related tasks.
- Avoid taking short cuts that create hazards in the workplace.
- Take time to assure that we work in a safe environment.
- Have a safe work experience at Chrysalis.

You are expected to read this Injury and Illness Prevention Program (IIPP) upon being hired.

Responsibilities

The Injury and Illness Prevention Program (IIPP) Administrator, the Director of Human Resources has the authority and the responsibility for implementing and maintaining this IIPP. Managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas; for training the workers that they supervise to perform their duties properly and safely; and shall teach, demonstrate, observe and enforce compliance with established safety standards. A copy of this program is available from each manager and supervisor.

Workers must always fully comply with the IIPP and perform their duties in a safe manner. Workers should ask for additional training or assistance when they feel there is gap in their ability, knowledge, or training with respect to safely performing their duties.

Compliance

All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices set forth by management. Managers and supervisors are also expected to enforce these practices and rules fairly and uniformly.

Our system of ensuring that all workers comply with these practices includes the following practices:

- Informing workers of the provisions of our IIPP.
- Evaluating the safety performance of all workers.
- Recognizing (in writing) workers who make a significant contribution to the maintenance of a safe workplace as determined by their supervisors.
- Providing training to workers upon hire, and for those whose safety performance is deficient.

- Disciplining workers (up to, and including termination) for failure to comply with safe work practices, or violation of organizational rules and directives.

Communication

All managers and supervisors are responsible for communicating about occupational safety and health requirements in a form readily understandable by all workers. Our open, two-way communication process encourages all workers to inform their managers and supervisors about workplace hazards (whether actual or potential) without fear of reprisal.

Our communication system includes the following:

- New worker safety orientation including a review of the IIPP and a discussion of safety and health policies and procedures that worker is expected to follow.
- Safety committee meetings where safety will be freely and openly discussed at least every quarter. These meetings are open to all workers.
- Posted or distributed safety notifications.
- Other appropriate methods of communicating pertinent health and safety information as such methods are identified.
- Oral and/or written (preferable) safety reports and suggestions from workers to their direct supervisor, the Director of Human Resources or to any other management personnel. Management will review all safety suggestions and hazards reports and resolutions will be communicated to workers in a manner consistent with this program.

Hazard Assessment

Inspection of the workplace is the primary tool used to identify unsafe working conditions and practices. While Chrysalis encourages all workers to continuously identify and correct workplace hazards and poor safety practices, certain situations require formal evaluation and documentation.

Periodic inspections are performed in accordance with Cal-OSHA requirements and the following schedule:

1. When we initially established our IIPP.
2. When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace.
3. When new, previously unidentified hazards are recognized.
4. When occupational injuries and illnesses occur.
5. Whenever workplace conditions warrant an inspection.

Accident/Exposure Investigations

Procedures for investigating workplace accidents and hazardous substance exposures include:

- Interviewing injured workers and witnesses.
- Examining the primary and contributing causes/ factors associated with the accident/exposure.
- Management review of all reports with a view towards determining adequacy of corrective action.
- Taking corrective action to prevent the accident/exposure from reoccurring.
- Documenting the findings and actions taken.
- Reporting to Cal-OSHA within 8 hours of occurrence if accident has caused fatalities,

and/or caused in-patient hospitalization of 3 or more workers.

Hazard Correction

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered
2. When an imminent hazard exists, which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers who are required to correct the hazardous condition shall be provided with the necessary safeguards and training to correct the hazard.

All corrective actions taken shall be documented on the appropriate incident forms.

Training and Instruction

All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:

1. To all new workers during new hire orientation
2. To all new workers given new job assignments for which training has not been previously provided.
3. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
4. Whenever the employer is made aware of a new or previously unrecognized hazard.
5. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
6. To all workers with respect to hazards specific to each worker's job assignment.

General workplace safety and health practices include, but are not limited to, the following

1. Implementation and maintenance of the IIPP.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguisher equipment and electrical panels.
8. Proper reporting of hazards and accidents to supervisors.
9. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated. Regular safety tailgate trainings on pertinent topics, such as personal protective equipment (PPEs), exposure to hazardous materials, and working in the heat.

Record keeping

Chrysalis maintains records for the purpose of:

1. Tracking and evaluating Chrysalis's loss experience and exposures
2. Tracking and evaluating the safety activities that have been accomplished.
3. Providing a documentation of safety activities.
4. Providing documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, type(s) of training, and training providers.

All such documentation will be maintained on site for two years after the year that the safety activity was completed. After that time, Chrysalis will determine how long the records will be kept consistent with Federal, State, and local requirements.

APPENDIX B: Supporting Documents



Title: General Labor
Department: Chrysalis Enterprises
Immediate Supervisor: Varies by assignment
Location: Downtown LA / Santa Monica / Valley

Job Summary:

Job duties will vary according to customer assignment. Employees may perform a wide variety of physically demanding tasks at different customer sites, which may be indoors or outdoors.

Duties and Responsibilities may include but not limited to:

- Perform maintenance, housekeeping and warehouse duties as needed, which may include, but are not limited to:
 - Removing full liners & replace in trash receptacles
 - Loading full trash bags into trash truck and/or dumpster
 - Removing graffiti and stickers; Reporting bulk items
 - Sweeping and/or blowing leaves and other debris on sidewalks and gutters
 - Basic landscaping (e.g., pulling weeds, trimming shrubbery)
 - Maintaining equipment
 - Wiping down furniture
 - Dusting surfaces, furniture and fixtures
 - Cleaning bathrooms, meeting rooms and offices
 - Mopping hallways, lobbies, stairways, guest rooms, etc
 - Stripping, polishing and refinishing hard surface floors
 - Disinfecting drinking fountains, handrails and other surfaces
 - Removing spillages and stains
 - Stocking supplies as needed
 - Packing out and renewing storage bins
 - Tagging/labeling packed out bags
 - Storing bags in appropriate shelving units
 - Moving furniture
 - Vacuuming carpeted areas and upholstered furniture
 - Locating and pulling storage bins for warehouse customers
 - Providing outstanding customer service
- Ensure the work as assigned by supervisor is completed in thorough and timely manner
- Report any questions and concerns immediately to supervisor
- Abide by all safety procedures at the work site
- Communicate with customers, employees, stakeholders, business owners, property owners, residents, pedestrians with tact and diplomacy
- Handle all requests and complaints in an immediate and professional manner. Seek help from CE Management where necessary to correct situations as they arise
- Communicate work-related issues to your supervisor or CE Management when applicable
- Submit complete and accurate timecards for payroll purposes in a timely manner
- Actively participate in any trainings given by supervisor or CE management
- Report any accidents, incidents or injuries to supervisor immediately and provide written documentation for each incident
- Adhere to all Chrysalis policies and procedures, including using appropriate restroom facilities at all times
- Support the Chrysalis Mission and adhere to the Chrysalis Code of Ethics
- Other duties as assigned

Initial



Skills and Qualifications:

- Only candidates with referral from Chrysalis Client Services eligible to apply
- Report prepared and ready to work with appropriate pants, shoes, shirt, etc.
- Ability and willingness to follow instructions
- Ability and willingness to pick up, throw, push, lift or pull up to 50 lbs.
- Work in or outdoors, standing, bending and walking, for long periods of time (up to full shift) in various weather conditions (heat, cold, rain, etc.)

I acknowledge receipt and understanding of the aforementioned job description.

Printed Name

Initial

Date

General Labor Job Description 11.19

Workers Compensation Medical Provider Network (MPN)—Delivery of medical treatment in the event of an on-the-job injury

Welcome to WellComp

Your employer has elected to provide you with the choice of a broad scope of medical services for work-related injuries and illnesses by implementing a Medical Provider Network (MPN), called WellComp. WellComp delivers quality medical care through your choice of a provider who is part of an exclusive network of healthcare providers, each of whom possess a deep understanding of the California workers' compensation system and the impact their decisions have on you. Your employer has received the approval from the State of California to cover your workers' compensation medical care needs through the WellComp Network. You are automatically covered by the WellComp Network if your date of injury or illness is on or after your employer's MPN implementation date and if you have not properly pre-designated a personal physician prior to your injury or illness.

Initial Care

In case of an emergency, you should call 911 or go to the closest emergency room.

In the event that you experience a work-related injury or illness, immediately notify your supervisor and obtain medical authorization from your employer to designate an initial care provider within the network. If you are unable to reach your supervisor or employer, please contact the patient services department at WellComp. For non-emergency services, the MPN must ensure that you are provided an appointment for initial treatment within 3 business days of your employer's or MPN receipt of request for treatment within the MPN.

Subsequent Care

If you still need treatment following your initial evaluation, you may be treated by a physician of your choice, or the initial physician may refer you to a medically and geographically appropriate specialist within the network who can provide the appropriate treatment for your injury or condition. Your employer is required to provide you with at least three physicians of each specialty expected to treat common injuries experienced by injured employees based on your occupation or industry. These physicians will be available within 30 minutes or 15 miles of your workplace or residence and specialists will be available within 60 minutes or 30 miles of your residence or workplace. For a directory of providers, please visit www.WellComp.com or call WellComp Patient Services.

Access to Medical Care

Emergency Care

In an emergency, defined as a medical condition starting with the sudden onset of severe symptoms that without immediate medical attention could place your health in serious jeopardy, go to the nearest healthcare provider regardless of whether they are a WellComp participant. If your injury is work-related, advise your emergency care provider to contact WellComp to arrange for a transfer of your care to a WellComp provider at the medically appropriate time.

Hospital and Specialty Care

Your primary treating provider in the WellComp Network can make all of the necessary arrangements and referrals for specialists, inpatient hospital, outpatient surgery center services, and ancillary care services.

Choosing a Treating Physician

If you still require treatment after your initial evaluation with your employer's designated provider, you may access the WellComp Directory and select an appropriate physician of your choice who can provide the necessary treatment for your condition or illness. For assistance determining physician options, please contact the Medical Access Assistant in the WellComp Patient Services Department or discuss your options with your initial care provider.

Physicians who provide only tele-health services will not be counted when determining if an MPN has met access standards, if the injured covered employee does not consent to see the tele-health physician. The physician, who provides only tele-health services or also provides services at a physical location and tele-health, will be counted when determining if an MPN has met access standards, if the injured covered employee consents to see the tele-health physician. The physician, who provides only tele-health services or also provides services at a physical location and tele-health, will not be counted when determining if an MPN has met access standards, if the injured covered employee retracts consent to received tele-health services prior to delivery of tele-health treatment. The physician who provides both physical location and tele-health services will be counted under the access standards if the physician's physical location is within the required access standards in accordance with 8 CCR §9767.5(a)(1) and (a)(2).

Scheduling Appointments

If you are having difficulty scheduling an appointment with your initial provider or subsequent provider, please contact the Medical Access Assistant in the WellComp Patient Services Department or your Claims Examiner.

Changing Primary Treating Physician

If you find it necessary to change your treating physician and it is determined that you require ongoing medical care for your injury or illness, you may select a new physician from the WellComp Directory and schedule an appointment. Once your appointment

is scheduled, immediately contact WellComp Patient Services who will then coordinate the transfer of your medical records to your new provider.

Obtaining a Specialist Referral

As long as you continue to require medical treatment for your injury or illness, there are alternatives for obtaining a referral to a specialist:

1. Your primary treating provider in the WellComp Network can make all of the necessary arrangements for referrals to a specialist. This referral will be made within the network or outside of the network if needed.
2. You may select an appropriate specialist by accessing the WellComp Directory.
3. You may contact your Medical Access Assistants in the WellComp Patient Services who can help coordinate necessary arrangements.

If your primary treating provider makes a referral to a type of specialist not included in the network, you may select a specialist from outside the network.

For non-emergency specialist services, the MPN must ensure that you are provided an appointment within 20 business days of your employer's or MPN receipt of a referral to a specialist within the MPN.

Continuity of Care

What if I am being treated by a WellComp doctor and the doctor leaves WellComp?

Your employer has a written "Continuity of Care" Policy that may allow you to continue treatment with your doctor if your doctor is no longer actively participating in WellComp.

If you are being treated for a work-related injury in the WellComp Network and your doctor no longer has a contract with WellComp, your doctor may be allowed to continue to treat you if your injury or illness meets one of the following conditions:

- (Acute) A medical condition that includes a sudden onset of symptoms that require prompt care and has a duration of less than 90 days.
- (Serious or Chronic) Your injury or illness is one that is serious and continues for at least 90 days without full cure or worsens and requires ongoing treatment. You may be allowed to be treated by your current treating doctor for up to one year, until a safe transfer of care can be made.
- (Terminal) You have an incurable illness or irreversible condition that is likely to cause death within one year or less.
- (Pending Surgery) You already have a surgery or other procedure that has been authorized by your employer or insurer that will occur within 180 days of the MPN contract termination date.

If any of the above conditions exist, WellComp may require your doctor to agree in writing to the same terms he or she agreed to when he or she was a provider in the WellComp Network. If the doctor does not, he or she may not be able to continue to treat you.

If the contract with your doctor was terminated or not renewed by WellComp for reasons relating to medical disciplinary cause or reason, fraud or criminal activity, you will not be allowed to complete treatment with that doctor. For a complete copy of the Continuity of Care policy in English or Spanish, please visit www.WellComp.com or call WellComp Patient Services.

Transfer of Ongoing Care

What if you are already being treated for a work-related injury before the WellComp Network begins?

Your employer has a "Transfer of Care" policy which describes what will happen if you are currently treating for a work-related injury with a physician who is not a member of the WellComp Network. If your current treating doctor is a member of WellComp, then you may continue to treat with this doctor and your treatment will be under WellComp. If your current treating physician is not a participating physician within WellComp and you have not yet been transferred into the MPN, your physician can make referrals to providers within or outside the MPN. Your current doctor may be allowed to become a member of WellComp.

You will not be transferred to a doctor in WellComp if your injury or illness meets any of the following conditions:

- (Acute) The treatment for your injury or illness will be completed in less than 90 days.
- (Serious or Chronic) Your injury or illness is one that is serious and continues without full cure or worsens over 90 days. You may be allowed to be treated by your current treating doctor for up to one year from the date of receipt of the notification that you have a serious chronic condition.
- (Terminal) You have an incurable illness or irreversible condition that is likely to cause death within one year or less. Treatment will be provided for the duration of the terminal illness.
- (Pending Surgery) You already have a surgery or other procedure that has been authorized by your employer or insurer that will occur within 180 days of the MPN effective date.
- For a complete copy of the Transfer of Care policy in English or Spanish, please visit www.WellComp.com or call WellComp Patient Services.

Care Transfer Disputes

Notice of determination, from the employer or claims examiner, shall be sent to the covered employee's address and a copy of the letter shall be sent to the covered employee's primary treating physician. The notification shall be written in English and Spanish and use layperson's terms to the maximum extent possible. If WellComp is going to transfer your care and you disagree, you may ask your treating doctor for a report that addresses whether you are in one of the categories listed above. Your treating physician shall provide a report to you within twenty calendar days of the request. If the treating physician fails to issue the report, then you will be required to select a new provider from within the MPN. If either WellComp or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. You must notify WellComp Patient Services' Department if you disagree with this report.

If your treating doctor agrees that your condition does not meet one of those listed above, the transfer of care will go forward while you continue to disagree with the decision. If your treating doctor believes that your condition does meet one of those listed above, you may continue to treat with him or her until the dispute is resolved.

Cont.: Workers Compensation Medical Provider Network (MPN)—Delivery of medical treatment in the event of an on-the-job injury

Second Opinion, Third Opinion and Independent Medical Review Process:

If you disagree with your doctor or do not like your doctor for any reason, you may always choose another doctor in the MPN.

■ Obtaining Second and Third Opinions

If you disagree with the diagnosis or treatment plan determined by your treating physician or your second opinion physician, and would like a second or third opinion, you must take the following steps:

- / Notify your claims examiner who will provide you with a regional area listing of physicians and/or specialists within the WellComp Network who have the recognized expertise to evaluate or treat your injury or condition.
- / Select a physician or specialist from the list.
- / Within 60 days of receiving the list, schedule an appointment with your selected physician or specialist from the list provided by your claims examiner. Should you fail to schedule an appointment within 60 days, your right to seek another opinion will be waived.
- / Inform your claims examiner of your selection and the appointment date so that we can ensure your medical records can be forwarded in advance of your appointment date. You may also request a copy of your medical records.
- / You will be provided information and a request form regarding the Independent Medical Review (IMR) process at the time you select a third opinion physician. Information about the IMR process can be found in the MPN Employee Handbook.

If the Second/Third opinion doctor feels that your injury is outside of the type of injury he or she normally treats, the doctor's office will notify your employer or insurer. You will get another list of MPN doctors or specialists so you can make another selection.

If the 2nd/3rd opinion doctor agrees with your need for a treatment or test, you may be allowed to receive that recommended treatment or test from a provider inside or outside the MPN, including the 2nd or 3rd opinion physician.

■ Obtaining an Independent Medical Review (IMR)

If you disagree with the diagnosis or treatment plan determined by the third opinion physician, you may file the completed MPN Independent Medical Review Application form with the Administrative Director of the Division of Workers' Compensation. You may contact your claims

examiner or the WellComp Patient Services Department for information about the Independent Medical Review process and the form to request an Independent Medical Review.

If the second opinion, third opinion or IMR agrees with your treating doctor, you will need to continue to receive medical

treatment with a network physician if MPN contains a physician who can provide the recommended treatment. If the IMR does not agree with your treating network physician, you will be allowed to receive that medical treatment from a provider either inside or outside of the WellComp Network.

Any physician chosen outside of the WellComp Network must be within reasonable geographic area. The treatment or diagnostic test is limited to the recommendation of the MPN IMR.

■ Treatment Outside of the Geographic Area

WellComp has providers throughout California. If a situation arises which takes you out of the coverage area, such as temporary work, travel for work, or living temporarily or permanently outside the MPN geographic service area, please contact the WellComp Patient Services Department, your claims examiner, or your primary treating provider, and they will provide you with a selection of at least 3 approved out-of-network providers from whom you can obtain treatment or get second and third opinions from the referred selection of physicians.

Covered Medical Services:

The following is a summary of Workers' Compensation medical services that are available to employees covered by the WellComp Network.

Primary treating and specialty services including consultations and referrals

Examples of primary treating or specialty providers include: general medical practitioners, chiropractors, dentists, orthopedists, surgeons, psychologists, internists, psychiatrists, cardiologists, neurologists.

Inpatient Hospital and Outpatient Surgery Center services

Examples of inpatient hospital and outpatient surgery center providers include: acute hospital services, general nursing care, operating room and related facilities, intensive care unit and services, diagnostic lab or x-ray services, necessary therapies.

Ancillary Care services

Examples of ancillary care providers include: diagnostic lab or x-ray services, physical medicine, occupational therapy, medical and surgical equipment, counseling, nursing, medically appropriate home care, medication.

Emergency services including outpatient and out-of-area emergency care.



WellComp Provider Directory

For more information about the MPN including access to a roster of all treating physicians in the MPN, go to www.WellComp.com where you can search by medical specialty, zip code, physician or provider group. For website assistance or to access a hard copy of the regional area listing and/or an electronic copy of the complete WellComp directory, please contact WellComp (your employer's designated medical provider network administrator).

Tele-Health Option

WellComp MPN has also made available providers who provide tele-health services. This service is optional and visible on our website designated by TH in the search results or using the Tele-Health search option. You may also call the network for assistance in finding a tele-health provider/and or facilitating an appointment. Our complete Tele-Health policy is visible on our website downloads.

Prior to delivery of health care via tele-health, the health care provider initiating the use of tele-health shall obtain verbal or written consent from the patient (Injured Covered Employee) for the use of tele-health as an acceptable mode of delivering health care services and public health. The consent shall be documented. (Pursuant to Business and Professions Code section 2290.5b)

WellComp Information

If you have questions or complaints about WellComp MPN, you may reach the MPN contact or WellComp Patient Services toll-free at (800) 544-8150. WellComp has individuals available to answer questions, provide website assistance, and generate provider listings. Medical Access Assistants are available to assist with finding an MPN physician of your choice, including scheduling and confirming physician appointments. Assistants are available 7am to 8pm Pacific Standard Time, Monday through Saturday at the contact information below.

CareWorks Managed Care Services

8855 Haven Avenue
 Rancho Cucamonga, CA 91730
 Toll Free (800) 544-8150
 Fax: (888) 620-6921
 e-mail: info@wellcomp.com

Rev 11/19



Employee Notification

This pamphlet contains important information on accessing the WellComp Medical Provider Network:

- / Find out if you are covered
- / Access medical care
- / Learn about continuity of care
- / Choose your own physician
- / Transfer into the WellComp Network
- / Contact WellComp

MPN Identification Number:

This pamphlet is available in Spanish. For a free copy, please contact WellComp Medical Provider Network.

Este folleto esta disponible en el Español. Para una copia gratis, favor de llamar a WellComp Medical Provider Network.

APPENDIX C: Handbook & Training Acknowledgement**Acknowledgment of Receipt of Works Employee Handbook and Orientation Training & Materials**

This is to acknowledge that I have attended the Chrysalis Works Orientation Training and received a copy of the Chrysalis Works Employee Handbook and orientation materials. I understand that these contain important information on Chrysalis' general personnel policies and on my obligations as an employee. I acknowledge that I am expected to read, understand, and adhere to Chrysalis' policies and will familiarize myself with the material in the Employee Handbook and orientation presentations.

I understand that my employment is governed by the contents of the Employee Handbook and Memorandum of Understanding (MOU), and that Chrysalis may change, rescind or add to any policies, benefits or practices described in the Employee Handbook from time to time in its sole and absolute discretion, with or without prior notice. I also understand that my employment with Chrysalis is temporary and transitional and not for a specified term and may be terminated with or without cause or notice at any time. I further understand that the transitional job/employment program is part of the employment related services program offered by Chrysalis and that I am encouraged, but not required to continue participating in the ongoing case management supportive services provided by Chrysalis.

Work-Related Injuries: By signing below, I acknowledge that I have been provided information on the Workers' Compensation Benefits Program, including the types of benefits, as well as information regarding the NPU-WCG Medical Provider Network (NPU MPN). In the event that I suffer a work-related injury or illness, I have been made aware of the NPU MPN delivery of medical treatment, which is in full accordance with the worker's compensation laws of California.

Hepatitis B: I am aware that due to the nature of my job assignments I may be exposed to blood-borne pathogens and to Hepatitis B. By signing below, I acknowledge that I have been given the information to seek the Hepatitis B vaccine (see page 23). I further understand that it is my right to refuse the Hepatitis B vaccinations.

Drug & Alcohol Testing: By signing the handbook acknowledgement form, I am giving my voluntary consent for Chrysalis and/or an independent laboratory to collect samples to test for the presence of alcohol, drugs, and any other controlled substances. Further, I authorize the independent laboratory to release to Chrysalis and its employees all results for the tests performed on me by the laboratory. I further authorize Chrysalis to communicate this information internally as it deems appropriate and to use this information for necessary reasons.

Release of Information: I authorize Chrysalis to discuss, access, and exchange any information that is pertinent to the program in which I am participating, including but not limited to researching and reporting on recidivism data & housing status and compliance & participation with program partners, such as the City of Los Angeles, Parole and Probation. I understand that I may revoke these authorizations at any time by submitting a written request to the Director of Human Resources.

Photo Release: I am hereby granting Chrysalis and its partners unrestricted right to use for external and internal purposes, publish in any manner or medium, alter, and/or copyright photos (in whole or in part) taken of me.

Employee Name: _____

Please Print

Employee Signature: _____ Date: _____



DCBID Formal Support Policy



Memorandum

To: Operations Committee
From: Suzanne Holley, CEO & President
Date: July 14, 2021
Re: DCBID Formal Support Policy

Summary

This memorandum is to assist the Operations Committee in making a recommendation to the Board in considering establishing a policy with regards to providing letters of support of, or opposition to, motions and/or initiatives presented by various entities such as the Los Angeles City Councilmembers, various City of LA departments, other governmental entities, or non-governmental private organizations.

Background

- At both the April 14, 2021, and June 9, 2021 Board meetings, action was requested from the Board in establishing a formal support policy. However, on both occasions, action could not be taken due to time. At the June 9, 2021 meeting, the Board recommended that the Operations Committee deliberate first and then present a recommendation to the Board.
- The DCBID has been recently receiving requests for formal support of the following:
 - City of Los Angeles Bureau of Engineering's 7th St. Streetscape construction schedule (presented at the March 10, 2021 Board meeting).
 - CD14 Councilmember DeLeon's 25 x 25 motion (presented at the April 14, 2021 Board meeting).
 - LA Streetcar letter to the Mayor and CD14 regarding funding opportunities this year (presented at the June 9, 2021 Board meeting).
- When Carol Schatz was President & CEO of both the DCBID and the Central City Association (CCA), requests such as these were directed to CCA.
- Since Ms. Schatz left CCA on September 30, 2018, the DCBID has generally not been requested to provide such support.



Operations Committee
July 14, 2021
Page Two

- Since September 20, 2018, DCBID staff has, on occasion, provided input on projects -- through private entities or the City -- or public comment at City Council (or city committee meetings) on proposed motions, but we have not provided a written letter of support or opposition.
- One recent exception is the support provided to CCA regarding redistricting. The Board was provided with a presentation at the March 10, 2021 Board meeting and agreed to sign on to a coalition letter to the City of Los Angeles Redistricting Commission in support of DTLA being located within one Council District.
- The DCBID does not have a formal policy for responding to these types of requests.
- Similarly, the DCBID deliberated, over a period of a few months, on a policy regarding providing written support or opposition for development projects within the District—ultimately voting in September of 2020 not to do so.

Recommendation

It is proposed that the Operations Committee deliberate and then recommend to the Board establishing a formal policy on responding to requests for written support. This will both assist in managing the expectations of groups wishing to present to the Board and also provide the Board with a framework on how to consider future requests.

Proposed options for consideration include:

- A) The DCBID Board of Directors does not take a formal position but welcomes presentations and the opportunities to provide feedback. Board members may choose to support independently.
- B) The DCBID Board of Directors will consider motions for formal positions. These motions may include:
 - a. Support
 - b. Opposition
- C) All requests will be taken on a case-by-case basis. The opportunity for a motion will be included on the Board agenda. Members of the Board may then choose to:
 - a. Make a motion which the Board votes on
 - b. Not make a motion in which case no action is taken



Streetcar Support



Memorandum

To: Operations Committee
From: Suzanne Holley, CEO & President
Date: July 14, 2021
Re: Support for the Los Angeles Streetcar

Summary

This memorandum is to assist the Operations Committee in considering a recommendation to the Board of Directors whether to formally support the project known as the LA Streetcar.

Background

- At its June 9, 2021 meeting, the Board viewed a presentation from LASI (Los Angeles Streetcar Inc.) on the LA Streetcar. The full presentation has been attached as a reference.
- The LA Streetcar would be a zero-emissions, completely electric vehicle (EV) system, with a 3.8-mile one-way route that goes through the DCBID and the Fashion District/Historic Core/South Park BIDs.
- A full route map and streetview can be viewed on page 112.
- LASI has estimated that the Streetcar will have 4,181-7,760 daily riders once fully operational (1.3-1.6m annually)
- LASI has various project supporters in the Downtown community, including the Central City Association, and the Fashion District/Historic Core/South Park BIDs. A full list of project supporters can be found on page 120.
- At the same June 9, 2021 meeting, LASI requested the following from the Board:
 1. Affirm position of support for the LA Streetcar & Grow the Grid [*the latter is a partnership with LADWP for a federal "Earmark" for electric vehicle infrastructure and broadband in DTLA*]
 2. Write additional letter to City Planning to support LA Streetcar & development capacity in DTLA 2040 Plan



Operations Committee
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Page Two

3. Communicate support to Congressman Jimmy Gomez, Assemblymember Miguel Santiago, Councilmember Kevin de Leon, Mayor Eric Garcetti, Supervisor Hilda Solis (Metro Chair July 2021)
 4. Support LA Streetcar in applications for funding from federal and other sources
- Verbally, representatives of the LA Streetcar have also asked if the DCBID would consider a position on their Board of Directors. A list of the current board members is included on the second to the last page of the attached presentation.

Recommendation

Pursuant to resolution on Agenda item V (“DCBID SUPPORT POLICY OF CITY ACTIONS”), it is proposed that the Operations Committee deliberate and recommend to the Board a course of action for LASI’s request for support. Proposed options for consideration include:

- Recommending that the Board takes a formal position on all four of LASI’s requests
- Recommending that the Board does not take a formal position on any of LASI’s requests
- Recommending that the Board take a formal position on some, but not all, of LASI’s requests



DOWNTOWN STREETCAR LA STREETCAR, INC.

**Presentation to
Downtown Center BID
June 9, 2021**



Los Angeles

STREETCAR!

<https://vimeo.com/491905271>

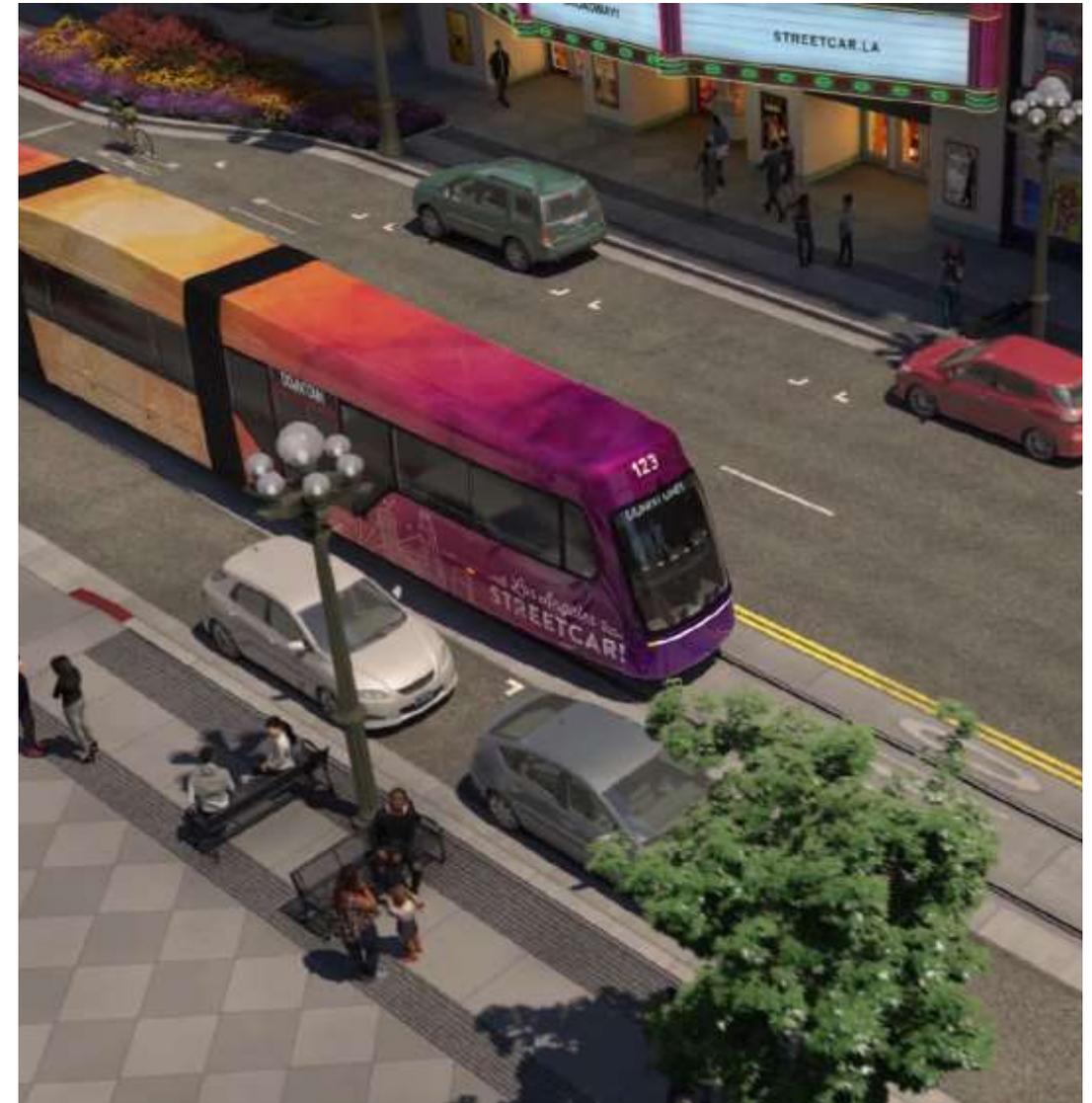


BACK ON TRACK!

<https://vimeo.com/463452670>

LA STREETCAR 2021: ENERGIZING DTLA

- LA Streetcar is the only major new transportation project in DTLA that will be completed before the 2028 Olympics that connects the first/last mile for all of Metro's regional investments
- Backed by 73% of DTLA voters in 2012 for Community Facilities District
- Backed by 71% of regional voters in 2016 in Measure M program
- 20% of the entire LA city's growth and 30% of residential growth is projected to occur in DTLA
- LA Streetcar will catalyze "DTLA 2040" plan transit-oriented densities and EIFD (tax increment) value to help fund other infrastructure projects
- LA Streetcar will propel the recovery of DTLA's tourism, visitor, and service economy

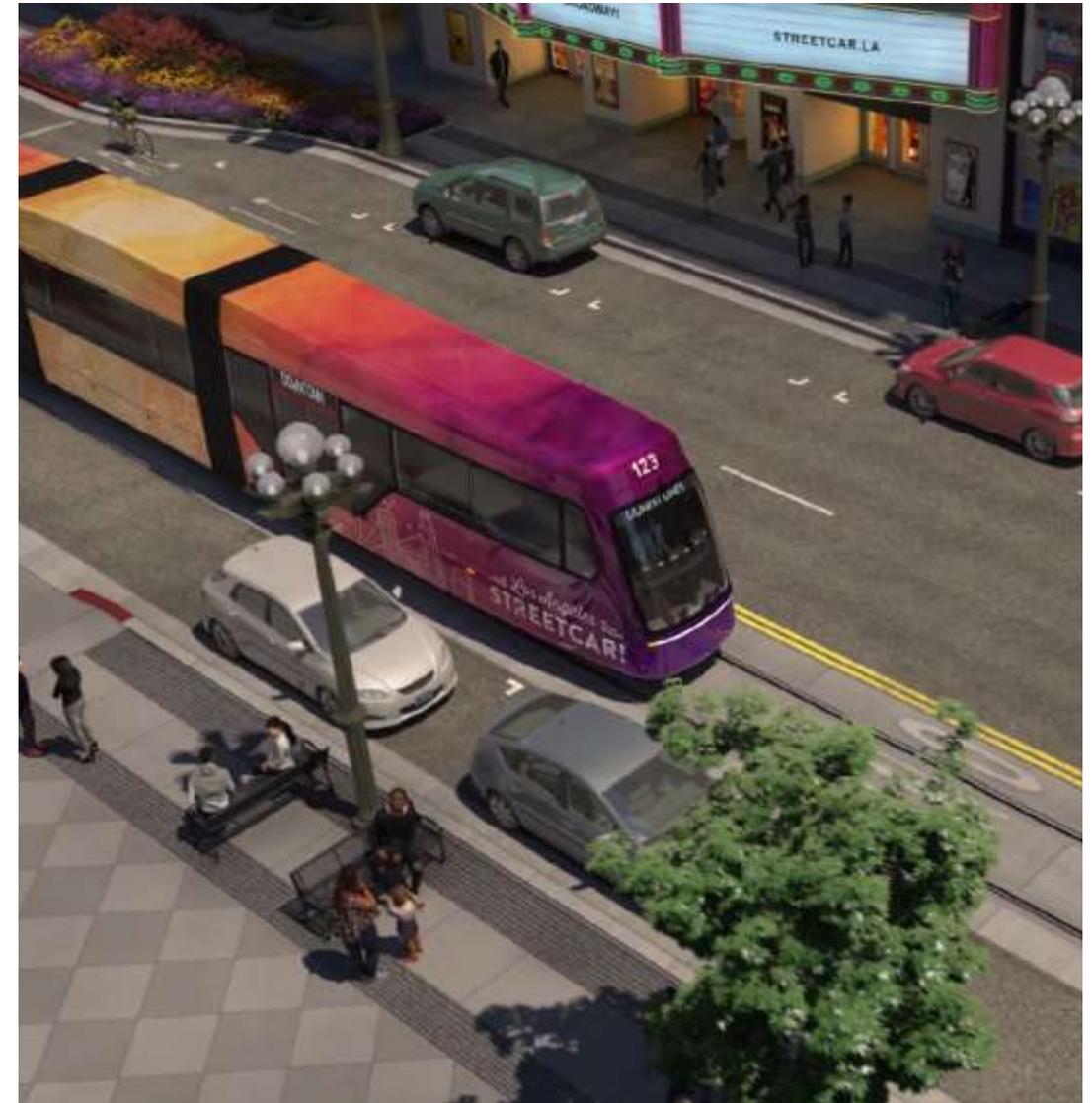


Los Angeles
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LA STREETCAR 2021: ENERGIZING DTLA

Bottom Line:

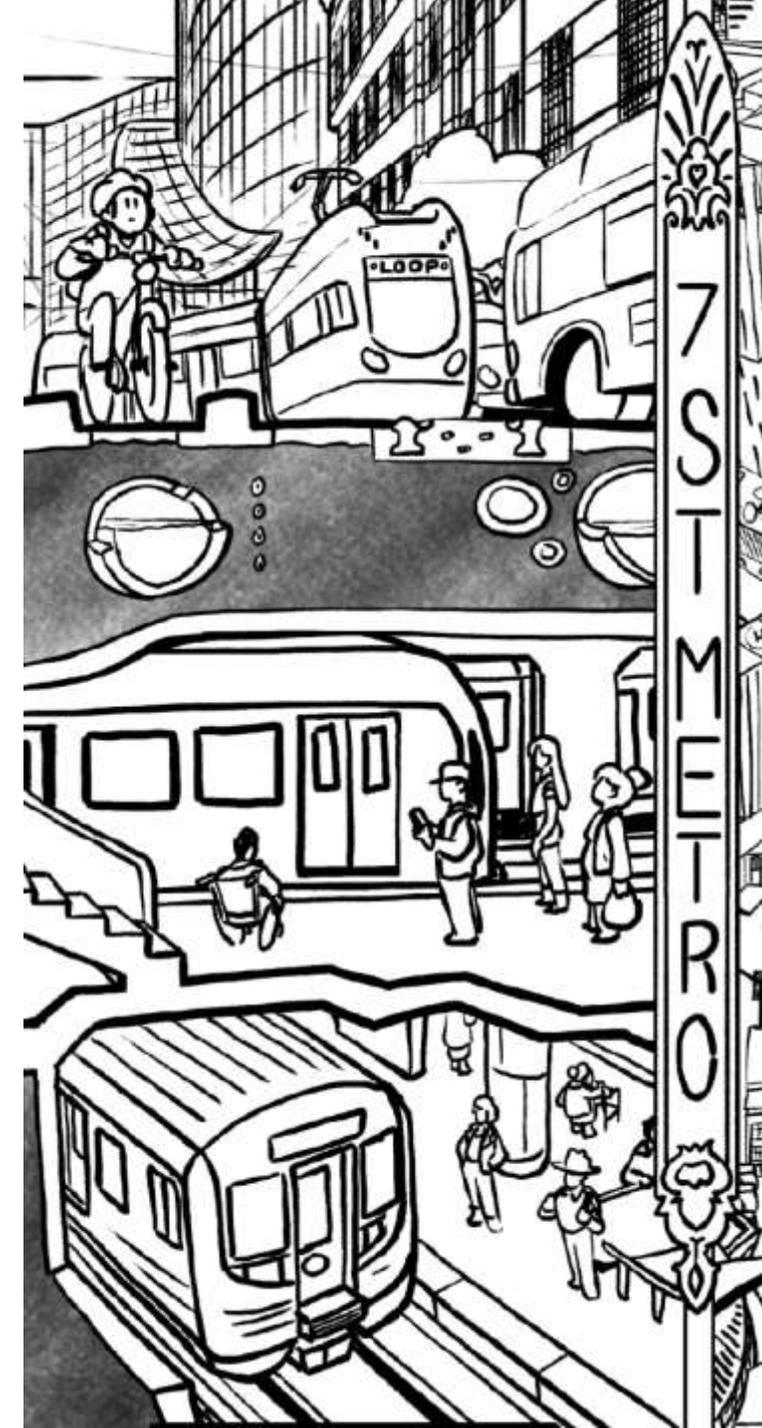
LA Streetcar is a “shovel ready” investment in downtown poised to leverage local Metro, state, and federal funding for EV mobility innovation and drive the success of an EIFD and the DTLA 2040 plan



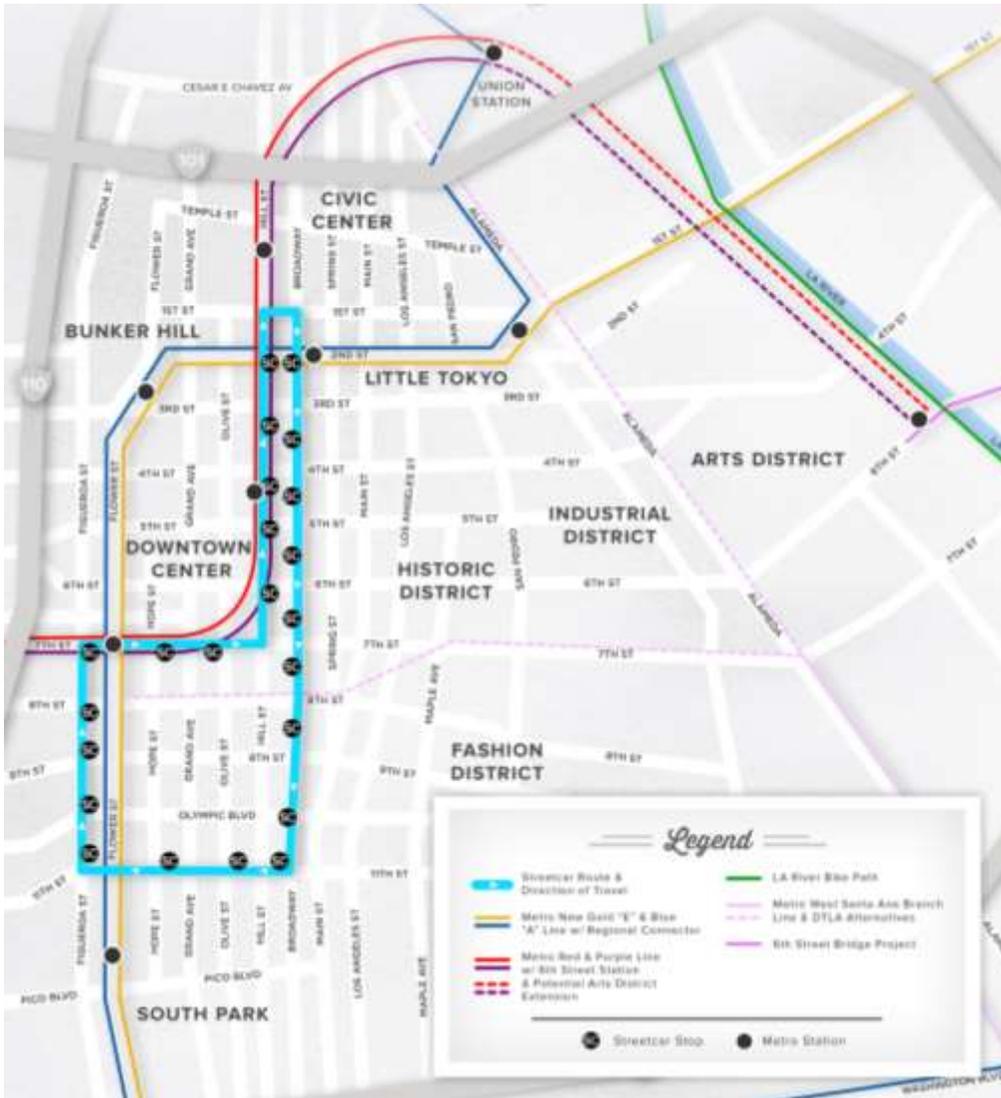
Los Angeles
STREETCAR!

GOALS OF LA STREETCAR 2021

- a) Optimize City & LA Metro project roles
- b) Federal financing – “Small Starts” cap lifted
- c) “Grow the Grid” partnership w/LADWP w/Federal “Earmark”
- d) Car-Free Broadway and other streets
- e) “DTLA Connex” link to other transit options – rail, buses, bike lanes
- f) Support advancement of DTLA “Enhanced Infrastructure Financing Districts” (EIFDs)



LA STREETCAR SUMMARY



Phase I LA Streetcar:

- Zero-emissions, complete EV system. Frequent service
- 3.8-mile one-way route complements other EV services
 - Broadway – 11th Street – Figueroa St – 7th Street – Hill Street
- 4,181 to 7,760 daily riders
- 1.3 - 1.6 million riders annually
- Same fares as LADOT DASH system

DTLA:

- Downtown's current residential population: ~80,000 according to DCBID stats
- Over 50,000 tourists daily and 500,000 daytime population
- In the most recent update to the DTLA 2040 plan, Downtown is projected to add:
 - 176,000 more people, to total 250,000
 - 100,000 more housing units, to total 140,000
 - 86,000 more jobs, to total 305,000

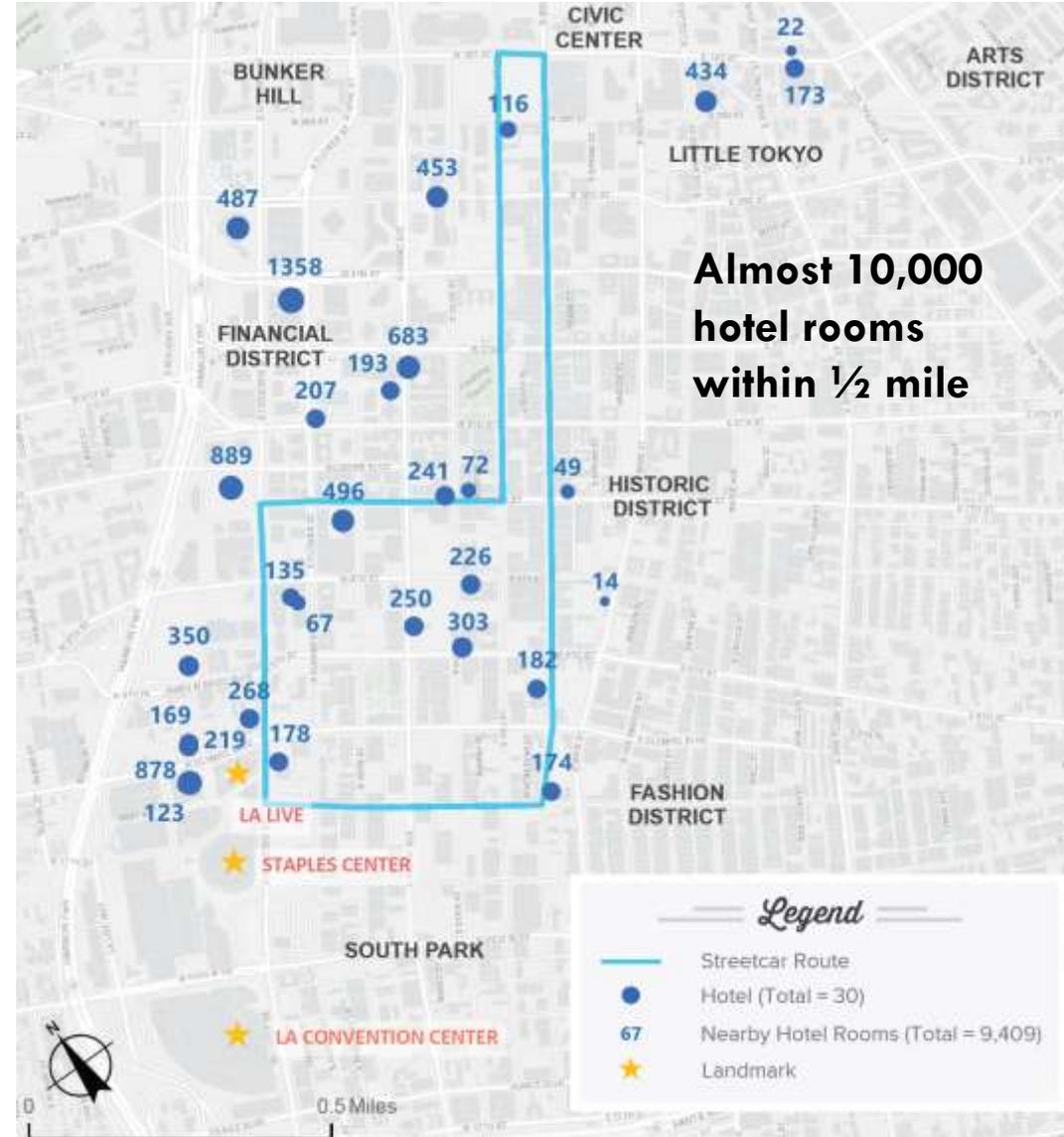
Los Angeles
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LA STREETCAR SUMMARY

LADOT
DASH
System



DTLA
Hotel
Rooms



Almost 10,000
hotel rooms
within 1/2 mile

ZERO-EMISSION EV MULTIMODAL MOBILITY

- Reinforces/shares DTLA bus-only lanes, new stops
- Moves more people than cars do while making walking and biking safer
- Adds to clean, safe electric vehicle travel
- Visible new investment in clean mobility
- Smaller than Metro light-rail; sleek, street-running vehicles
- Quiet, sustainable EV power, accessible, and spacious
- First/last-mile connections to regional transit, tourism, residential & activity centers
- Catalyzes and complements complete streets investments (Broadway, MyFigueroa, Pershing Square, etc.)
- Promotes highest and best use of adjacent land, enables DLTA 2040 community plan
- Easy access for strollers, wheelchairs



<https://ericbowers.photoshelter.com/gallery-image/Kansas-City-Streetcar/>

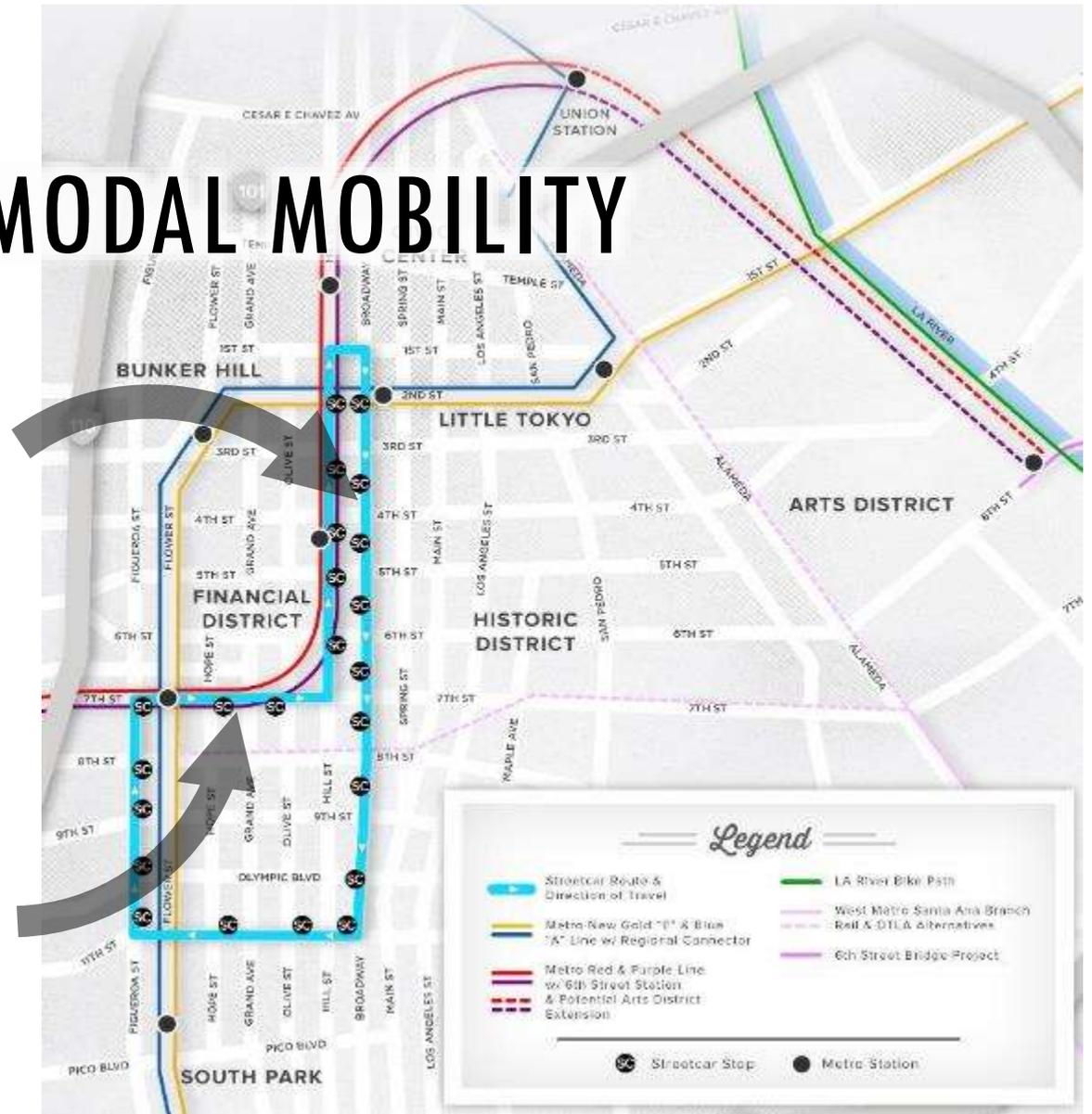
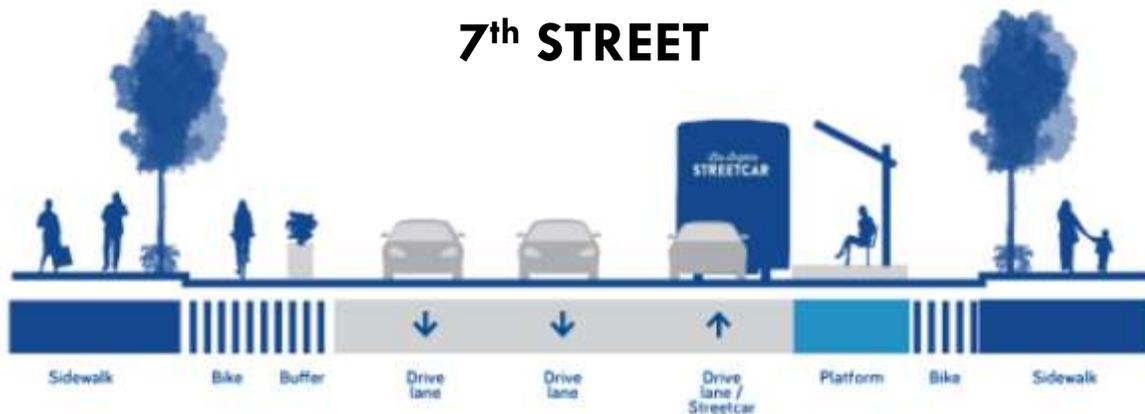
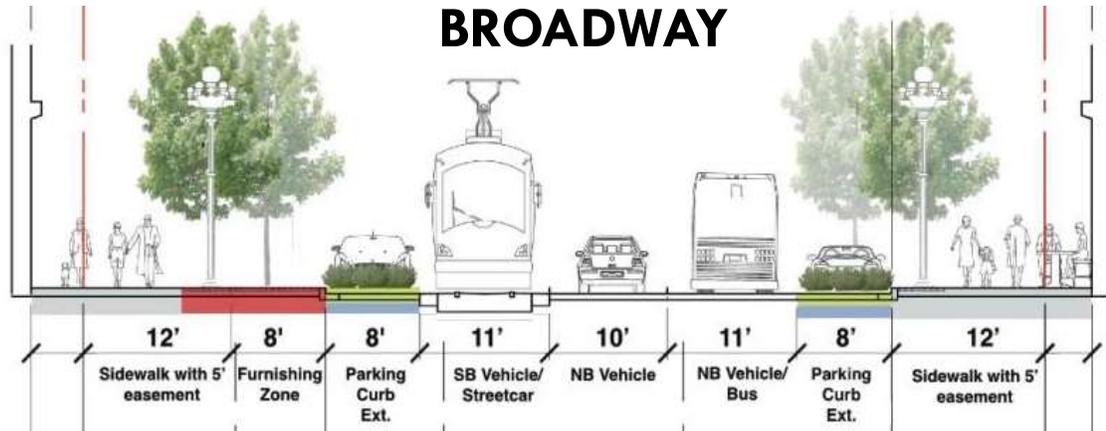
Los Angeles
STREETCAR!

A “SAFE, PRODUCTIVE” DTLA

- **True connectivity:** The streetcar is about visibility and accessibility: about attracting people to come, stay, and move around within and between DTLA’s neighborhoods in a way that the existing bus or subway systems do not
- **Person-to-person “collisions”:** “serendipitous encounters” that drive innovation: The streetcar is the embodiment of urban vitality and supports active engagement with the urban environment and between people – a moving extension of the sidewalks connecting everyone’s front door
- **“Eyes on the street”:** increases safety across DTLA
- **Continuing the positive momentum** of the last 20 years: the coming “decade of downtown”
- **Business-supportive:** Streetcars create great partnership, marketing, and sponsorship opportunities for local businesses and office and commercial tenants
- **Attracting visitors and circulation:** Recent “fare-free” systems have been particularly successful in attracting circulation in downtowns especially post-COVID



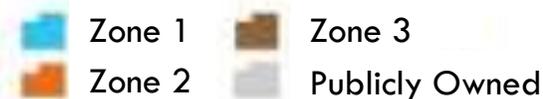
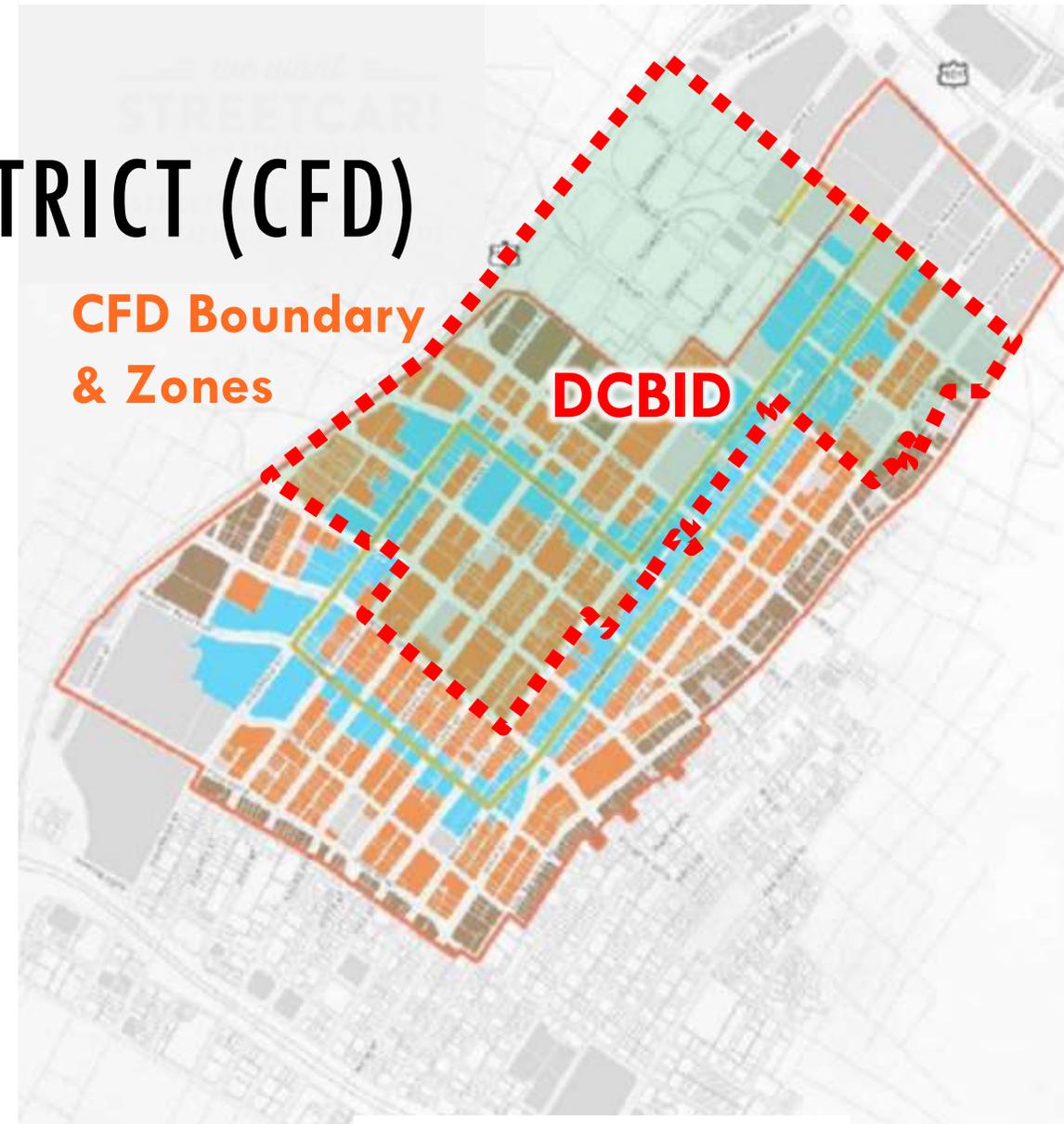
ZERO-EMISSION EV MULTIMODAL MOBILITY



Los Angeles
STREETCAR!

COMMUNITY FACILITIES DISTRICT (CFD)

- Passed by 73% of DTLA voters in 2012
- The CFD enacts a parcel tax to back \$85M in bonding for construction. Tax rate is capped and will be based on bond interest rates in place at the time of the issuance
- Parcel tax is based on the square footage of land and distance from Streetcar route, not the improved value, so it doesn't discourage or penalize development
- CFD tax collections begin 2 years after the City bond council approves issuance of the bonds. For the streetcar this would be about halfway through construction, so bonds would be levied to support construction already underway



EXAMPLES OF PROPERTY-OWNER PARTICIPATION

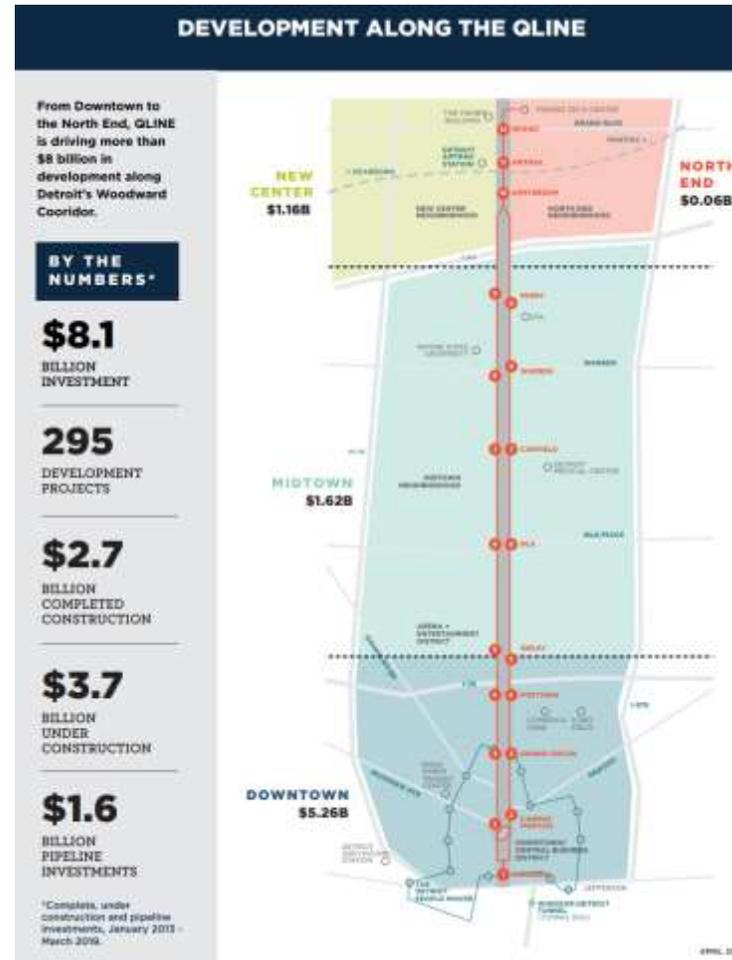
- **Kansas City Streetcar**

- Voter-approved “Downtown Transportation Development District (TDD)”
- **\$2B+** economic impact from 2012-’18 within TDD

- **Detroit Streetcar “Q-Line”**

- **\$8B+** economic impact since 2017
- Over \$100M in private contributions & sponsorships
- New Market Tax Credit Program

Detroit



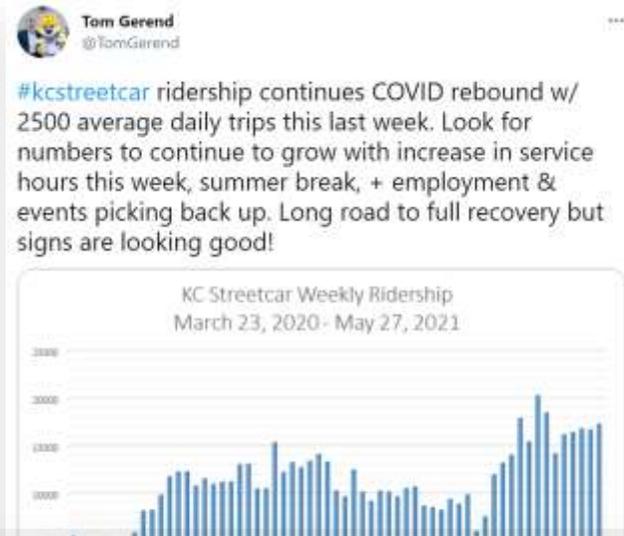
Kansas City



== Los Angeles ==
STREETCAR!

BRINGING PEOPLE DOWNTOWN

- Portland Streetcar
- Seattle Streetcar
- Kansas City Streetcar
- Detroit “Q-Line”
- Cincinnati Bell Connector
- Tucson SunLink
- Charlotte Gold Line
- Atlanta Streetcar
- Dallas Streetcar
- Milwaukee Streetcar
- Oklahoma City Streetcar
- Tempe Streetcar (2021)
- OC Streetcar (2023)



Brad Thomas @BRADLEYWTHOMAS · May 4
Ridership on the @CB_Connector was 14% higher in April 2021 than it was in April 2019 (service was suspended in 2020). The Cincinnati Streetcar is likely the first modern streetcar system in the country to exceed pre-pandemic ridership numbers. Free fares are working.

LHenry @LHenry_rch · Feb 8, 2020
#PortlandStreetcar leader: 'We need more cars' to cut travel times, expand service

► Streetcar successes: Ridership 12800/day, more than any TriMet bus. 96% access by walking. Half of all new housing units since 2001 within 1/4mi of streetcar line.



48%
45%
31%
13%
18%
25%

Tom Gerend @TomGerend · May 30
Bit of a crowd waiting to board @kcstreetcar following ballon glow. We appreciate your patience!! #masksrequired

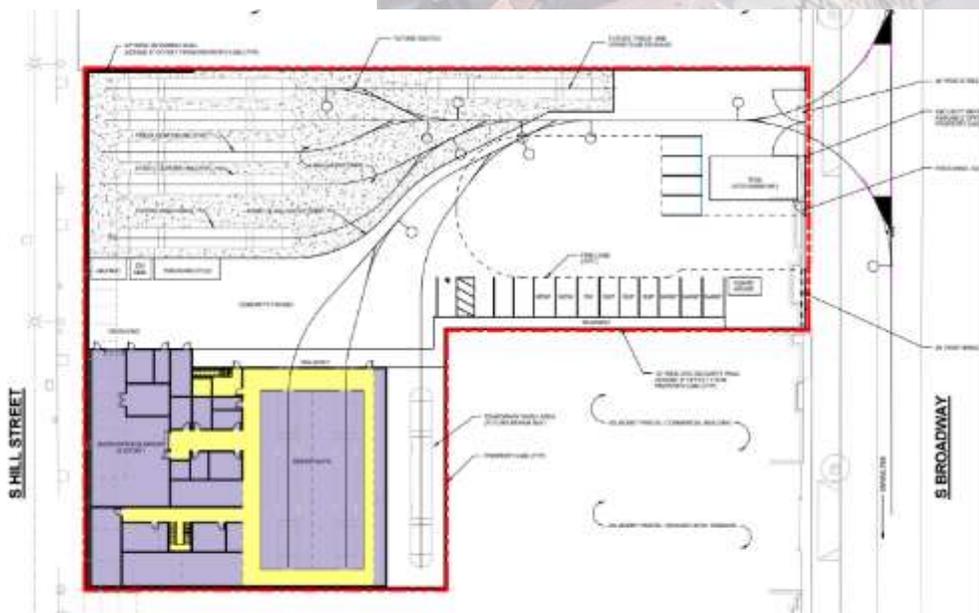


OPPORTUNITIES — MAINTENANCE FACILITY “JOINT DEVELOPMENT”

Maintenance & Storage Facility

57,716 SF Site /

19,781 SF Facility



- Affordable Housing
- EV Charging

SCHEDULE

Phase I:

- *Environmental Clearance & Inclusion in DTLA 2040 Plan (COMPLETE 2019)*
- Complete Funding & Procurement (2021-2022)
- Utility Relocation (2021-2022)
- Construction & Testing (2022-2026)
- **Open for Service (2026-'27)** (before the Olympics)

FINANCIAL SUPPORT

The project has several time-sensitive funding sources critical to pursue in 2021, including:

- **\$295 million** in operating and maintenance costs committed by the City Council from Measure R Local Return
- **\$12 million** in local capital funding
- **\$85 million** from DTLA-voter-approved and property-owner supported Community Facilities District (CFD)
- **\$200 million** (in 2015 \$) in Measure M funding programmed for 2053-2057
- **\$100-320 million** potentially available from FTA Small Starts grant funding with increased “cap” due to pending 2021 legislation
- **\$XX Billions** available (state & federal) for electrical grid upgrades

PROJECT SUPPORTERS

Congressman Jimmy Gomez

Congresswoman Lucille Roybal-Allard

Assemblymember Miguel Santiago

Mayor Eric Garcetti

Councilmember Kevin de León

Councilwoman Jan Perry, ret.

DLANC

Central City Association

Streetcar CFD voters

Metro Measure M voters



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PROJECT SUPPORTERS



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ACTION ITEMS

1. Affirm position of support for the LA Streetcar & Grow the Grid
2. Write additional letter to Planning to support LA Streetcar & development capacity in DTLA 2040 Plan
3. Communicate support to Congressman **Jimmy Gomez**, Assemblymember **Miguel Santiago**, Councilmember **Kevin de León**, Mayor **Eric Garcetti** (current Metro Chair), Supervisor **Hilda Solis** (Metro Chair July 2021)
4. Support LA Streetcar in applications for funding from federal and other sources

LA STREETCAR, INC. BOARD MEMBERS

- Christopher Alves, WeAreGiants
- Blair Besten, President, Historic Downtown BID
- Shahram Delijani, Broadway Theatre Group / Fox Investments
- David Gray, David Lawrence Gray Architects
- Rob Kane, LPC
- Paul Keller, Mack Real Estate Development
- Jessica Lall, Central City Association (CCA)
- Rena Leddy, LA Fashion District BID
- Steve Needleman, ANJAC Fashion Buildings / Orpheum Theatre
- James Okazaki, District Representative
- Kevin Rieger, AEG
- Ellen Riotto, South Park BID
- Rocky Rockefeller, Rockefeller Partners Architects
- Patrick Spillane, IDS Real Estate
- Daniel Taban, Jade Enterprises



THANK YOU!

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Old Business



New Business



Property Owner/Public Comments on Non-Agenda Items