



DEAN C. LOGAN  
Registrar-Recorder/County Clerk

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

April 03, 2012

12 April 3, 2012

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

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

## **AUTHORIZE AN AGREEMENT WITH LA FINANCIAL CREDIT UNION TO PROVIDE AN AUTOMATIC TELLER MACHINE AT THE DEPARTMENT’S HEADQUARTERS LOCATION**

### **SUBJECT**

Approve an agreement with LA Financial Credit Union to install, maintain, and monitor one (1) Automatic Teller Machine (ATM) in the main public lobby area of the Department of the Registrar-Recorder/County Clerk (“RR/CC”) Headquarters facility located at 12400 Imperial Hwy, Norwalk, CA 90650 for use by the general public and County employees.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached agreement (“Agreement”) and delegate authority to the Registrar-Recorder/County Clerk, or designee, to execute the Agreement with LA Financial Credit Union (“LA Financial”) to provide an ATM at RR/CC Headquarters, 12400 Imperial Hwy, Norwalk, CA 90650 for one year with automatic one-year renewals, not to exceed 5 years. LA Financial will incur a \$700 per month charge, payable each month in advance to RR/CC for the use of the space. There is no impact to the County general fund.
2. Authorize the Registrar-Recorder/County Clerk, or designee, to prepare and execute amendments to the Agreement, as necessary, provided that County Counsel approval is obtained prior to executing any such amendment.
3. Authorize the Registrar-Recorder/County Clerk, or designee, to terminate the Agreement pursuant to the termination provisions contained in the Agreement, if needed, provided that County Counsel approval is obtained prior to terminating the Agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The RR/CC serves hundreds of walk-in customers daily. The customers are usually filing documents for recording or requesting copies of various types of documents for which a fee is involved. An ATM at the main public entrance will assist customers in obtaining cash if the need arises. The ATM can also be used by County employees at RR/CC Headquarters and surrounding facilities that house other County services such as DCFS, DPSS, Sheriffs, Library, etc. saving time and resources to perform simple banking needs.

### **Implementation of Strategic Plan Goals**

Goal No. 1: Operational Effectiveness: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services by making available as needed cash to customers to complete transactions.

### **FISCAL IMPACT/FINANCING**

The Agreement will generate revenue to the Department in the amount of \$700 per month, payable each month in advance. There is no impact to Net County Cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County currently has other agreements with affiliated credit unions that are part of the CO-OP Financial Services Network. One, for example, is the agreement with LA Financial to provide ATM equipment and services at the Hall of Administration ("Hall") for the benefit of the general public wishing to perform certain business transactions at the Hall for which there is a fee or charge; and for use by County employees. As with the ATM at the Hall, use of the ATM at RR/CC would be free to affiliated credit union members which include members of: LA Financial Credit Union, Fiscal Credit Union, Southland Credit Union, Harbor Federal Credit Union, First City Credit Union, West Works Credit Union, and Focus One Credit Union (which is now part of First City Credit Union). Non-members would pay a transaction fee of \$2. The transaction fee supports the lease cost of the equipment to the RR/CC, daily to bi-weekly servicing of the ATM, and other maintenance related services to the equipment.

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

### **CONTRACTING PROCESS**

There was no contracting process associated with the Agreement.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action would provide RR/CC customers and County staff to an easily accessible ATM to access cash as needed. Otherwise, there is no impact to current services.

**CONCLUSION**

Approval of delegated authority to the Registrar-Recorder/County Clerk, or designee, to authorize the installation of L.A. Financial Credit Union's ATM at RRCC headquarters with the intent of benefiting customers seeking to file, record, or request copies of various documents for which a fee is required. Additionally, county employees and the general public will have the added convenience of performing simple banking transactions via this ATM.

Respectfully submitted,

A handwritten signature in black ink that reads "Dean C. Logan". The signature is written in a cursive style with a large, sweeping "D" and "L".

DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:DM:SA:FP:co

Enclosures

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

**AGREEMENT  
FOR NON-EXCLUSIVE LICENSE  
BETWEEN  
COUNTY OF LOS ANGELES  
AND LA FINANCIAL CREDIT UNION**

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the County of Los Angeles ("County"), a political subdivision of the State of California, through its Department of the Registrar-Recorder/County Clerk ("RR/CC"), located at 12400 Imperial Hwy, Norwalk CA, 90650 and LA Financial ("LA Financial"), a corporate federal credit union chartered under The United States Federal Credit Union Act Charter number 2024, 1520 West Colorado Blvd., Pasadena, CA 91103. County and LA Financial are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

RECITALS:

**WHEREAS**, the County is the owner of the real property located at 12400 Imperial Hwy, Norwalk, California 90650 and is authorized to license use of a portion of this property pursuant to Gov. Code 25537;

**WHEREAS**, LA Financial desires to enter into a non-exclusive agreement to use a small portion of said real property to install an automatic teller machine (ATM);

**WHEREAS**, the free standing ATM will be located in the public lobby of RR/CC Headquarters and provide ATM banking services offered by LA Financial to the general public and County employees.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the Parties hereto and each of them do agree as follows:

1.0 **LICENSED AREA**

- 1.1 County hereby provides a non-exclusive license to LA Financial and LA Financial hereby agrees to the use, upon the terms and conditions hereinafter set forth, a space identified as approximately 3 ft. x 3 ft. on the main floor, public area, of RR/CC Headquarters, 12400 Imperial Hwy, Norwalk, CA 90650 as shown on Exhibit A ("Licensed Area"). The area will be open to the public and LA Financial only during the regular operating hours of the County. Said operating hours may be changed from time to time at the exclusive option of the County. Current operating hours are 8 a.m. to 5 p.m., Monday through Friday, excluding County holidays and weekends.

- 1.2 The Licensed Area shall be used only by LA Financial for the purpose of operating and maintaining one ATM and such other purposes as are related thereto.
- 1.3 LA Financial shall make no alterations or improvements to the Licensed Area without the express written approval of RR/CC.
- 1.4 In the event that LA Financial makes any alterations or improvements in violation of Section 1.3 of this Agreement, County may immediately and without prior notice to LA Financial exercise any or all of the following options:
  - a). Require LA Financial to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
  - b). Remove the alterations or improvements and charge LA Financial for the cost of such removal;
  - c). Provide written notification to LA Financial of County's intent to retain any and all improvements installed by LA Financial in violation of Section 1.3 upon termination of the Agreement.
  - d). Terminate the Agreement and require LA Financial to vacate the Licensed Area immediately.
- 1.5 LA Financial acknowledges that LA Financial has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Agreement. LA Financial accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.
- 1.6 LA Financial hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

## 2.0 **TERM**

- 2.1 The term of this Agreement shall commence upon the execution of this Agreement by the Parties ("Effective Date") and run consecutively for one (1) year. The Agreement will automatically renew in one (1) year increments unless one or both Parties object or there are modifications to the Agreement which would require mutual agreement and signature of

both Parties. The term of the Agreement, including renewal periods, shall not exceed five (5) years.

- 2.2 On an annual basis the Parties shall review the Agreement for desired changes/modifications. Such review shall be completed by the Agreement anniversary date. Notifications of any changes/modifications shall be made at least 90 days prior to the Agreement anniversary date. Changes/modifications to the Agreement shall be executed per Paragraph 2.3 of this Agreement.
- 2.3 This Agreement may be modified or amended only upon the mutual written consent of the Parties.
- 2.4 The Registrar-Recorder/County Clerk, or his designee, shall have the authority to administer, amend, and/or terminate this Agreement, as necessary, on behalf of the County for the term of the Agreement.
- 2.5 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party hereto.

### 3.0 **PAYMENT**

- 3.1 LA Financial shall pay County for the use granted herein the sum of \$700.00 per month payable in advance. Payments shall be payable on the tenth (10<sup>th</sup>) day of each and every month of the term hereof and shall be made by check or draft issued and payable to the Registrar-Recorder/County Clerk and mailed to same at 12400 Imperial Hwy, Norwalk, CA 90650, Attention: Finance Services Section, Room 7211.

### 4.0 **OPERATING RESPONSIBILITIES**

- 4.1 **Compliance with Law.** LA Financial operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for LA Financial specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.
- 4.2 **Signs.** LA Financial shall not post signs or advertising matter upon the Licensed Area unless prior approval thereof is obtained from the County, whose approval shall not be unreasonably withheld.
- 4.3 **Sanitation.** No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the

Licensed Area, and LA Financial shall prevent any accumulation thereof from occurring. LA Financial shall pay all charges which may be made for the removal thereof.

- 4.4 Maintenance. The County shall be responsible for maintaining the Licensed Area in good condition, including general maintenance, repairs and in clean condition. County shall not be responsible for maintaining the ATM machine.
- 4.5 Examination of Licensed Area. LA Financial shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.
- 4.6 Ownership of ATM. For purposes of this Agreement, LA Financial shall be considered the owner of the ATM, and shall bear the entire risk of loss or damage to the ATM.

## **5.0 INDEMNIFICATION**

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

## **6.0 GENERAL PROVISIONS FOR INSURANCE COVERAGE**

6.1 Without limiting LA Financial indemnification of County, and in the performance of this Agreement, and until all of its obligations pursuant to this Agreement have been met, LA Financial shall provide and maintain at its own expense insurance coverage satisfying the requirements specified herein. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon LA Financial pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect LA Financial for liabilities which may arise from or relate to this Agreement.

### **6.1.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been

given Insured status under LA Financial's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to LA Financial's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required LA Financial insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of LA Financial identified as a Party to this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by LA Financial, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Registrar-Recorder/County Clerk  
12400 Imperial Hwy  
Norwalk, CA 90650  
Attention: Contracts Section, Room 5203

LA Financial also shall promptly report to County any injury or property damage accident or incident, including any injury to an LA Financial employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to LA Financial. LA Financial also shall promptly notify County of any third party claim or suit filed against LA Financial which arises from or relates to



this Agreement, and could result in the filing of a claim or lawsuit against LA Financial and/or County.

#### 6.1.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under LA Financial's General Liability policy with respect to liability arising out of LA Financial's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of LA Financial acts or omissions, whether such liability is attributable to LA Financial or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 6.1.3 Cancellation of or Changes in Insurance

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

#### 6.1.4 Failure to Maintain Insurance

LA Financial's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may terminate this Agreement.

#### 6.1.5 Insurer Financial Ratings

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

#### 6.1.6 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. LA Financial understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### 6.1.7 Application of Excess Liability Coverage

LA Financials may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### 6.1.8 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 6.1.9 County Review and Approval of Insurance Requirements

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

### 7.0 REQUIRED INSURANCE

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$ 46 thousand

Each Occurrence:

\$1 million

## 8.0 **TRANSFERS**

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

## 9.0 **NONDISCRIMINATION**

9.1 LA Financial certifies and agrees that all persons employed by LA Financial and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

## 10.0 **DEFAULT**

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

## 11.0 **WAIVER**

11.1 Any waiver by either Party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either Party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either Party from enforcing the full provisions hereof.

11.2 No option, right, power, remedy, or privilege of either Party shall be construed as being exhausted by the exercise thereof in one or more instances, the rights, powers, options and remedies given either Party by this Agreement shall be cumulative.

12.0 **SURRENDER**

12.1 Upon expiration of the term hereof or cancellation thereof as herein provided, LA Financial shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13.0 **ENFORCEMENT**

13.1 The Registrar-Recorder/County Clerk, or designee, shall be responsible for the enforcement of this Agreement on behalf of County.

14.0 **COUNTY LOBBYIST ORDINANCE**

14.1 LA Financial is aware of the requirements of Chapter 2.160 of the Los Angeles County code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

15.0 **NOTICES**

15.1 Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon LA Financial shall be:

Tamie Poppen  
LA Financial Credit Union  
1520 West Colorado Blvd.  
Pasadena, CA 91105

or such other place as may hereinafter be designed in writing to the County by LA Financial. Notice served by mail upon County shall be addressed to:

Edward Sumcad  
Registrar-Recorder/County Clerk  
12400 Imperial Hwy, Room 7211  
Norwalk, CA 90650

or such other place as may hereinafter be designed in writing to LA Financial by the County. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

**16.0 REPAIR OF DAMAGE**

16.1 LA Financial shall, at its sole expense, be responsible for the cost of repairing any area of the building in which the License Area is located, including the License Area, which is damaged by LA Financial or LA Financial agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunication, phone, data cabling and related equipment that is installed by or for the exclusive benefit of LA Financial. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

**17.0 DAMAGE OR DESTRUCTION**

17.1 Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this Agreement.

**18.0 SOLICITATION OF CONSIDERATION**

18.1 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a contractor with the implication, suggestion or statement that the contractor's provision of consideration may secure more favorable treatment for an award of an agreement or that the contractor's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A contractor shall not offer to or give, either, directly, or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to award of an agreement.

18.2 LA Financial shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in LA Financial being terminated.

**19.0 CONFLICT OF INTEREST**

19.1 No County employee whose position in County service enables him/her to influence obtaining or awarding of an agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by LA Financial, or have any other direct or indirect financial interest resulting from this Agreement.

## 20.0 **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

20.1 LA Financial hereby disclaims any status as a “displaced person” as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

## 21.0 **SIGNATURE AUTHENTICITY CLAUSE**

21.1 The individual(s) executing this Agreement hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate LA Financial to the terms and conditions in this Agreement. LA Financial shall sign this Agreement before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to LA Financial.

## 22.0 **TAXATION OF LICENSED AREA**

22.1 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this Agreement may be subject to property taxation if created. The Party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.2 LA Financial shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.3 If LA Financial fails to pay any lawful taxes or assessments upon the Licensed Area which LA Financial is obligated to pay, LA Financial will be in default of the Agreement.

22.4 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by LA Financial to County upon demand. LA Financial and County agree that this is a license and not a lease, and no real estate interest is being conveyed herein.

## 23.0 **INTERPRETATION**

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

24.0 **GOVERNING LAW AND FORM**

24.1 This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

25.0 **ENTIRE AGREEMENT**

25.1 This Agreement contains the entire agreement between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by RR/CC acting for County and LA Financial.

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IN WITNESS WHEREOF, LA Financial has executed this Agreement or caused it to be duly executed by its authorized representative and the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed on its behalf by the Registrar-Recorder/County Clerk, the day, month and year first above written.

LA Financial

County of Los Angeles

\_\_\_\_\_  
Barbara Nall  
President CEO

\_\_\_\_\_  
Dean C. Logan  
Registrar-Recorder/County Clerk

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
Acting County Counsel

By: \_\_\_\_\_  
Patrice Salseda  
Senior Deputy County Counsel