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

WILLIAM T FUJIOKA
Chief Executive Officer

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors
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Fifth District

May 13, 2014

**REVISED**

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
11 May 20, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

**APPROVE NON-EXCLUSIVE LICENSE AGREEMENT(S) FOR GRATIS SPACE WITH VARIOUS VETERANS SERVICES ORGANIZATIONS AT BOB HOPE PATRIOTIC HALL**
**APPROVE THE SELECTION OF THE UNITED STATES VETERANS INITIATIVE TO PROVIDE EXPANDED SERVICES TO UNITED STATES MILITARY VETERANS**
**FIRST DISTRICT**
**(3 VOTES)**

## SUBJECT

Approval of the recommended actions will authorize the Chief Executive Office to execute non-exclusive gratis license agreements with various veterans services organizations to utilize available space in the Bob Hope Patriotic Hall to honor the services of veterans or provide health and human services to veterans; and approve the selection of the United States Veterans Initiative to provide an expanded effort to provide health and human services to veterans.

## IT IS RECOMMENDED THAT THE BOARD:

1. Find that office space and work stations at Bob Hope Patriotic Hall located at 1816 South Figueroa Street, Los Angeles, excluding office space currently occupied by the Department of Military and Veterans Affairs and the Department of Mental Health, is to be utilized by the various veterans services organizations and are not currently needed for County use or operations during the time of proposed use.

2. Find that the programs and services provided by the veterans services organizations serve a public purpose, which benefit the County and its residents.

3. Approve and instruct the Chief Executive Office to execute non-exclusive, gratis license

agreements with various veterans services organizations effective as of the date of Board approval, and thereafter shall be renewed subject to approval by the Department of Military and Veterans Affairs.

4. Delegate authority to the Chief Executive Office to negotiate and execute non-exclusive gratis license agreements with additional veterans services organizations and any amendments that may be needed to ensure full utilization of the space. Approval as to form will be obtained from County Counsel prior to executing any new agreements or amendments.

5. Approve and instruct the Chief Executive Office to execute a non-exclusive, gratis license agreement with the United States Veterans Initiative effective as of the date of Board approval, to provide expanded outreach for services to veterans.

6. Find that the issuance of non-exclusive gratis license agreements with the various veterans services organizations is categorically exempt from the California Environmental Quality Act for reasons stated in this letter and for the record of the Project.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the execution of non-exclusive gratis license agreements at the newly renovated Bob Hope Patriotic Hall (Patriotic Hall) to enhance the provision of health and human services to the more than 400,000 veterans, their dependents and survivors that reside in Los Angeles County.

Background/Renovation Project

In 2006, the Board authorized historic restoration, infrastructure upgrade and renovation of Patriotic Hall, and established a capital project for $45.3 million. In addition to space programming and the development of scoping documents, the Board directed the Chief Executive Office (CEO) and Department of Military and Veterans Affairs (DMVA) to make arrangements to temporarily vacate Patriotic Hall while the building was under construction.

Construction commenced in 2010. The Bob Hope Patriotic Hall Refurbishment Project (Project) replaced and/or refurbished the building's mechanical, electrical, heating, cooling, ventilation, plumbing, fire suppression, and telecommunications systems. The Project also provided new modular furniture, fixtures, and equipment; as well as, renovated the gymnasium, the 474-seat auditorium, provided a full-service commercial-grade kitchen, parking lot and landscaping, and Americans with Disabilities Act (ADA) upgrades throughout the facility. Project construction was completed in February 2013.

The Project addressed critical facility deficiencies; however, addressing these deficiencies significantly decreased the usable square footage in the building. Due to the addition of a central heating/cooling system, telecommunication and broadband data lines, new female restrooms, and the expansion of existing restrooms to meet ADA requirements; the Patriotic Hall currently offers 85,276 square feet of useable space comprised of:

- 8,882 square feet occupied by DMVA and DMH
- 6,529 square feet that will be occupied by Veterans Services Organizations (VSOs)
- 10,621 square feet of conference and meeting rooms
- 59,244 square feet of common areas (restrooms, auditorium, gym, kitchen, dining room, corridors,

and system related rooms)

Space allocation is included in Attachment A.

Space Utilization Plan

Upon approval of the renovation Project, the Board directed the renovated space be used to provide direct services to veterans. The Board was committed to build upon and expand services provided at Patriotic Hall and transform the building into a full-service center, in collaboration with other VSOs, to focus on supporting veterans in their transition from military to civilian life. In support of this collaborative effort, VSOs would be allowed to utilize Patriotic Hall office space, rent free, as long as their activities involved honoring the services of veterans or providing services to veterans.

During construction, CEO and DMVA contacted County departments regarding the use of space at Patriotic Hall for veterans assistance programs. Based on the level of interest, and programmatic and space requirements, it was determined that the Department of Mental Health (DMH) offered the most effective partnership to DMVA to provide mental health services specifically aimed at the veteran's community. CEO and the DMVA also provided outreach to the former tenants, interested veterans stakeholders, and the County's Veterans Advisory Commission regarding the reopening of Patriotic Hall.

In June 2012, a stakeholders' kick-off meeting was initiated to discuss the transition back into the Patriotic Hall. This meeting was followed by a series of individual meetings with previous tenants and current stakeholders to gather information about the space and operating needs of each group, to develop a preliminary space utilization plan, and to develop the non-exclusive gratis license agreement, which were presented to all the stakeholders through a series of four group meetings, concluding in November 2013.

In August 2012, a Space Program Questionnaire was distributed via electronic mail to all veterans' organizations that were tenants of the Patriotic Hall when renovation activities commenced, as well as additional veterans' organizations seeking space in Patriotic Hall, to confirm their operational and space needs. Due to the limited amount of available usable square footage and the high demand for space as confirmed with the responses to the Space Program Questionnaire, priority for space was first offered to former tenants of Patriotic Hall who vacated Patriotic Hall in 2006; second, current partners of DMVA; and last, other interested VSOs. A list of proposed tenants is included in Attachment B.

To meet the space needs of the VSOs and to maximize full utilization of the spaces, two cubicles were allocated to each returning tenant, and one cubicle to each of the other VSOs. Ten cubicles and fifteen computer stations were allocated to United States Veterans Initiative (U.S. VETS), a non-profit veteran services partner selected through a Request for Qualification. Three cubicles were left unassigned to allow for use by visitors and volunteers. A total of 45 cubicles/offices were allocated to DMVA and DMH. VSOs that were not offered space have been placed on a wait list should space become available in the future.

The final space utilization plan was developed with the input and comments gathered from the stakeholders meetings. Some of the changes resulting from these discussions were the following:

- Space was allocated throughout the building to the VSOs to better integrate services with all the organizations
- Private interview/counseling rooms were made available to facilitate private or confidential

discussions
- Patriotic Hall remains accessible outside of business hours through coordination with DMVA

DMVA initiated its move transition back to Patriotic Hall in July 2013, and DMH in October 2013. Currently, both departments are moved in and operational. CalVets, the California Department of Veterans Affairs, is also currently operating in Patriotic Hall through a standing Memorandum of Understanding with DMVA. DMVA has allocated space to their partner U.S. Department of Veterans Affairs to provide veteran services through Veterans Health Administration and Veterans Benefits Administration. DMVA is actively pursuing veteran service organizations to serve the unique needs of our Iraq and Afghanistan veterans.

Non-Exclusive License Agreements for Gratis Space

To facilitate the start of construction activities, the existing tenants of Patriotic Hall and storage items were relocated to other properties. Long-term storage items were temporarily relocated to the Hall of Administration sub-basement. Military artifacts and furniture were relocated to a temperature controlled warehouse facility. Along with DMVA's headquarters, tenants were temporarily relocated to County-owned property located at 2615 South Grand Avenue, in Los Angeles. During the temporary relocation to 2615 South Grand Avenue, tenants were asked to execute space agreements and were not required to pay rent.

In continuation of the practice, tenants are requested to execute non-exclusive gratis license agreements based on the provision of services to veterans, their dependents and survivors, or honoring the services of veterans. The non-exclusive gratis license agreements will properly document the space allocation and allow tenants to use the newly renovated space at Patriotic Hall.

The non-exclusive gratis license agreement (Attachment C) was developed in conjunction with the VSOs, DMVA, and County Counsel. To address the VSOs' concern about the cost of providing insurance coverage, the insurance requirements were not included in the non-exclusive gratis license agreement. The standard indemnification language remains unchanged, which will hold the County harmless against any and all liability, loss, injury, or damage arising from or connected to the licensees' actions.

The recommended non-exclusive gratis license agreements with the VSOs will benefit the County and the veteran's community as the various VSOs will provide services to veterans or honor veteran's services. Veteran services to be provided include case management, substance abuse services and support, employment assistance, Veterans Affairs and mainstream health and human service benefits, legal advocacy, healthcare services, and housing assistance.

All the VSOs that were allocated cubicles/space in the final space utilization plan have reviewed and approved the proposed non-exclusive gratis license agreement:

- American Legion Los Angeles County Council
- American Legion Los Angeles Post 381
- American Legion Los Angeles Post 8
- Disabled American Veterans Department of California
- District 17, Department of California, The American Legion
- Filipino Veterans Foundation
- Friends of Patriotic Hall
- General W.S. Rosencrans Camp No. 2, Sons of Union Veterans of the Civil War
- Military Women In Need

- Native American Veterans
- The Foundation for Homeless Heroes
- Tuskegee Airmen
- United States Veterans Foundation aka Transportation Foundation of Los Angeles
- US 8240 Army Unit Veteran Association
- Vietnam Veterans of America

Approval of United States Veterans Initiative for Expanded Outreach

In April 2013, the CEO conducted a Request For Qualifications and invited select qualified, broad-based veteran's service or non-profit organizations to collaborate with the County in an effort to expand its provision of health and human services to veterans.

Of the responsive organizations, it was determined by a selection panel consisting of veterans stakeholders that U.S. VETS be recommended for agreement award. U.S. VETS will not be paid by the County for its services. Their services will be provided in lieu of rent for approximately 2,500 square footage of office space within Patriotic Hall, with the agreement effective date following Board approval.

The recommended non-exclusive gratis license agreements will benefit the County and the veteran's community as U.S. VETS will provide expanded services and collaborate with DMVA, DMH, and partnering VSOs in an expanded effort to provide high quality, health and human services to veterans, their dependents and survivors.

Next Steps

Upon the Board's approval of the recommended actions, the CEO's Real Estate Division (RED) will execute agreements with the following VSOs: American Legion Los Angeles County Council; American Legion Los Angeles Post 381; American Legion Los Angeles Post 8; Disabled American Veterans Department of California; District 17, Department of California, The American Legion; Filipino Veterans Foundation; Friends of Patriotic Hall; General W.S. Rosencrans Camp No. 2, Sons of Union Veterans of the Civil War; Military Women In Need; Native American Veterans; The Foundation for Homeless Heroes; Tuskegee Airmen; United States Veterans Foundation aka Transportation Foundation of Los Angeles; US 8240 Army Unit Veteran Association; and Vietnam Veterans of America. Each VSO's transition to Patriotic Hall will be coordinated with DMVA. Further, under delegated authority, CEO RED shall execute agreements with additional VSOs, subject to availability, and prior approval by DMVA and County Counsel, to ensure full utilization of the space at Patriotic Hall.

**Implementation of Strategic Plan Goals**

Approval of the proposed non-exclusive gratis license agreements supports the County's Strategic Plan Goals of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3), by providing comprehensive support services to the underserved veterans community.

**FISCAL IMPACT/FINANCING**

Approval of the recommended actions will have no impact on the County's General Fund. The recommended non-exclusive license agreements are on a gratis basis, with regard to rent and overall building utilities (e.g., electricity, water, gas, etc.), and contingent upon the various VSOs demonstrating the provision of services to veterans or honoring the services of veterans.

VSOs have the option to provide their own telephone and internet access services within Patriotic Hall or utilize the County's telecommunications and data network. Should the VSOs request access to the County's network, they will be charged monthly fees, which will be determined by the Internal Services Department and agreed upon prior to obtaining network access.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Standard agreements, in the form previously approved by County Counsel, will be used for both U.S. VETS and the various VSOs.

## ENVIRONMENTAL DOCUMENTATION

The proposed gratis non-exclusive license agreements are not a project pursuant to the California Environmental Quality Act (CEQA) and is an activity that is excluded from the definition of a project under Section 15378(b) of the State CEQA Guidelines, as it involves an organizational or administrative activity of government not resulting in direct or indirect changes to the environment.

## CONTRACTING PROCESS

In April 2013, the CEO conducted a Request For Qualifications and invited select qualified, broad-based veteran's service or non-profit organizations to apply, in order to collaborate with the County's DMVA and DMH in an expanded effort to provide health and human services to veterans.

Of the responsive organizations, it was determined by a selection panel consisting of veterans stakeholders that U.S. VETS be recommended for agreement award.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will increase the efficiency of veteran service operations and enhance the County's efforts in providing high quality, health and human services to the more than 400,000 veterans, their dependents and survivors that reside in Los Angeles County.

## CONCLUSION

Please return one adopted copy of this Board letter to the Chief Executive Office, Facilities and Assets Management and Real Estate Divisions, and the Department of Military and Veterans Affairs.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SHK:DJT
TJ:AH:rp

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
Military and Veterans Affairs

ATTACHMENT A

## BOB HOPE PATRIOTIC HALL SPACE ALLOCATION

| SPACE ALLOCATION | SQUARE FOOTAGE |
|---|---|
| Common Areas (restrooms, auditorium, gym, kitchen, dining room, corridors, and system related rooms) | 59,244 |
| Conference/Meeting Rooms | 10,621 |
| Military and Veterans Affairs | 6,482 |
| Veterans Services Organizations | 6,529 |
| Mental Health | 2,400 |
| | **85,276** |

ATTACHMENT B

## BOB HOPE PATRIOTIC HALL PROPOSED TENANTS

| AGENCY | SPACE ALLOCATED |
|---|---|
| **FORMER TENANTS (2006)** | |
| America Legion County Council | 4th Floor |
| American Legion Post 8 | 4th and 8th Floor |
| American Society of Military History, Inc. | Did not respond to the Space Program Questionnaire |
| American Veterans (AmVets Post 888) | Affiliated with American Legion Post 8 |
| CalVets | 2nd Floor |
| Disabled American Veterans Chapter 5 | 4th Floor |
| Employer Support of Guard & Reserve* | 4th Floor |
| Filipino Veterans Foundation | Basement |
| Friends of Patriotic Hall | 4th Floor |
| Jewish War Veterans | Declined to Return |
| Los Angeles County Department of Military and Veterans Affairs | Basement, 1st, 2nd, and 3rd Floor |
| Los Angeles Unified School District** | - |
| Sons of Union Veterans of the Civil War | 4th Floor |
| US 8240 Army Unit Veteran Veteran Association, Inc. | Basement |
| **STAKEHOLDERS** | |
| Blinded Veterans Association | Monthly Meeting Space |
| District 17, The American Legion Department of California | 4th Floor |
| Los Angeles Police Post 381 | 4th Floor |
| Los Angeles County Department of Mental Health | 6th Floor |
| Military Women In Need | 2nd Floor |
| Native American Veteran Association | 4th Floor |
| The Foundation for Homeless Heroes | 4th Floor |
| Tuskegee Airmen Scholarship Foundation | 4th Floor |
| United States Veterans Initiative (US Vets) | 4th Floor |
| Vietnam Veterans of America | Basement |
| **WAIT LIST** | |
| Buffalo Soldiers | TBD |
| The Philippine Scouts Heritage Society | TBD |
| Los Angeles Chapter 8, Montford Point Marines | TBD |
| Greater Los Angeles Chapter of American Veterans of Equal Rights (AVER-GLA) | TBD |
| Los Angeles Police Department (Recruitment and Employment Division) | TBD |
| AMVETS (District 2) | TBD |

*Employer Support of Guard & Reserve brought Transportation Foundation of Los Angeles into Bob Hope Patriotic Hall as a partner. Employer Support of Guard & Reserve will not be returning to Bob Hope Patriotic Hall. Transportation Foundation of Los Angeles is anticipated to return as United States Veterans Foundation aka Transportation Foundation of Los Angeles

** The Los Angeles Unified School District will not be returning.

ATTACHMENT C

# NON–EXCLUSIVE LICENSE AGREEMENT

**THIS NON-EXCLUSIVE LICENSE AGREEMENT** ("License") is made and entered into this _____ day of _____, 2014,

**BY AND BETWEEN** **COUNTY OF LOS ANGELES,** a body corporate and politic, hereinafter referred to as "County,"

**AND** _____, a National nonprofit corporation, hereinafter referred to as "Licensee."

**RECITALS:**

County is the owner of certain real property known as the Bob Hope Patriotic Hall, located at 1816 South Figueroa Street, Los Angeles CA 90015 (the "Property"), and intends to use the building:

(a) To honor the services of veterans;
(b) To provide continuous services to veterans, their dependents and survivors;
(c) For the use or benefit of veterans, which use may not be revoked by the County , so long as the veterans have not violated the applicable terms and conditions of use; and
(d) For persons or organizations other than veterans provided that such uses are consistent with honoring the services of veterans or providing continuous service to veterans, their dependents, and survivors and provided further that such use will not unduly interfere with the reasonable use of the facilities by a veterans association, veterans service organization, or nonprofit veteran service agency.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. **LICENSED AREA**

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth of, office space located at 1816 South Figueroa Street, Los Angeles, California 90015 (the "Licensed Area") as depicted on Exhibit A, which is attached hereto and thereby made a part hereof.

1.02 Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Use of the facility outside of regular business hours is permitted with prior approval of the Los

Angeles County Department of Military and Veterans Affairs ("DMVA"). Parking is unreserved and available on a first come first served basis.

1.03 The Licensed Area shall be used only by the Licensee for the purpose of honoring the services of veterans, or to provide services only to veterans, their dependents and survivors.

1.04 Licensee shall have use of common areas and volunteer/visitor cubicles located on the Property as depicted in Exhibit A, subject to availability, or as negotiated with the Director of DMVA or her designee.

1.05 Licensee shall make no alterations or improvements to the Licensed Area without prior written approval from the Director of DMVA or her designee. The County shall endeavor to maintain the Property, when viewed in its entirety, readily accessible to and usable by individuals with disabilities.

1.06 In the event that Licensee makes any alterations or improvements in violation of Section 1.05 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

(a) Require Licensee 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 Licensee for the cost of such removal;
(c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.05 upon termination of the License; and/or
(d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.07 Licensee acknowledges that Licensee 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 License, and has notified the Director of DMVA or her designee of any requested improvements or alterations.

1.08 Licensee hereby acknowledges the title of County in and to the Property and the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. **TERM**

2.01 The term of the License shall be for a period of 1 year and thereafter shall be renewed subject to Licensee continuing to honor the services of veterans or the provision of services to veterans, their dependents and survivors as demonstrated to, and approved by DMVA, commencing upon execution of this License by the County (the "Commencement Date"). A total term longer than 10 years will require the Los Angeles County Board of Supervisors' approval.

2.02 Either party shall have the option of terminating this License upon giving the other party notice in writing, provided, however, that if Licensee's use of the Licensed Area is consistent with honoring the services of veterans or the provision of services to veterans, County may only terminate this License due to a material default by Licensee hereunder that remains uncured after given reasonable notice and opportunity to cure. In any event, the County shall endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

2.03 Licensee shall maintain staff in the Licensed Area. Based on the frequency of use of the Licensed Area and the space needs of veterans organizations, the County may modify the number of cubicles Licensee is allowed to use or terminate this License under Section 2.02 by giving written notice to Licensee prior to the effective date of such modification.

2.04 Licensee shall notify the Director of DMVA prior to any proposed material change in the provision of services or the honoring of the services of veterans, at the Licensed Area or the use of the Licensed Area, and obtain County's written approval thereof.

## 3. **CONSIDERATION**

County hereby agrees to provide the Licensed Area during the term and on a gratis basis. Consideration for this License is compliance with the terms and conditions contained herein, including, but not limited to, Licensee's continued performance of the services as described in Section 4 hereof, which services are beneficial to the veterans community.

## 4. **USE**

4.01 Licensee shall use the Licensed Area to honor the services of veterans by advocating patriotism and honor, and continued devotion to veterans; or provide mental health counseling, substance abuse counseling, housing, education, legal services, or job training and placement services only to veterans, their dependents and survivors.

## 5. **OPERATING RESPONSIBILITIES**

5.01 Compliance with Law. Licensee's 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 Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction thereover. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

5.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed

Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

5.03 Storage. 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 Licensee shall prevent any accumulation thereof from occurring.

5.04 Security Devices. The Licensee shall be responsible for securing personal belongings within the Licensed Area. The Property is equipped with closed circuit television cameras that record the interior and exterior of the Property 24 hours a day/ 7 days a week. The County shall be responsible for providing security guard (s) on the Property and the parking lot during regular business hours as defined in Section 1.02.

5.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

5.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. DMVA shall invoice Licensee monthly for telephone and data usage. Failure to pay monthly invoices in full within 60 calendar days from date of invoice shall be grounds for termination of this License under Section 2.02.

5.07 Examination of Licensed Area. Licensee shall permit the Director of DMVA or her designee to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code. The County shall endeavor to not materially disrupt the activities of the Licensee in the performance of the examination.

5.08 Rules and Regulations. Licensee shall treat visitors and other occupants and users of the Property with courtesy, dignity and respect. Consumption of alcoholic beverages is prohibited on County property absent special permission from the County Board of Supervisors.

6. **INDEMNIFICATION**: During the term of this License, the following indemnification and shall be in effect.

**I. INDEMNIFICATION**

The Licensee shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, agents and employees, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Licensee's repair, maintenance and other

acts and omissions arising from and/or relating to the Licensee's use of the Licensed Area or the Property.

County shall indemnify, defend and hold Licensee harmless from and against all loss, cost and expense arising from any injury or damage to any person or property, occurring in or about the Licensed Area as a result of any negligent act, omission or willful misconduct of County or its employees. The foregoing provisions shall not be construed to make County responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Licensee, or its officers, contractors, licensees, agents, employees or invitees. Nothing in this License shall be construed to waive, limit, or supersede any of County's rights or immunities under the California Labor Code, including but not limited to a waiver pursuant to Labor Code section 3864.

7. **TRANSFERS**

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

8. **NONDISCRIMINATION**

Licensee certifies and agrees that all persons employed by Licensee 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.

9. **DEFAULT**

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

10. **WAIVER**

10.01 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 License or estopping either party from enforcing the full provisions hereof.

10.02 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 License shall be cumulative.

## 11. SURRENDER

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

## 12. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

## 13. COUNTY LOBBYIST ORDINANCE

Licensee 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 License.

## 14. NOTICES

Any notice required to be given under the terms of this License 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 or 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 Licensee shall be:

NAME
ADDRESS

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

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

## 15. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. 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.

## 16. DAMAGE OR DESTRUCTION

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 License.

## 17. SOLICITATION OF CONSIDERATION

17.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee 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 the issuance of a license.

17.02 Licensee 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. Failure to report such solicitation may result in the License being terminated.

## 18. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent

of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

19. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, 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 License.

20. **SIGNATURE AUTHENTICITY CLAUSE**

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

21. **TAXATION OF LICENSED AREA**

21.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License 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.

21.02 Licensee 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.

21.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

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

22. **INTERPRETATION**

Unless the context of this License 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.

23. **GOVERNING LAW AND FORUM**

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

24 **ENTIRE AGREEMENT**

This License 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 both County and Licensee.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

**IN WITNESS WHEREOF,** Licensee has executed this License or caused it to be duly executed and County of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles County Code, has caused this License to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LICENSEE

By_____
NAME, TITLE

**COUNTY OF LOS ANGELES**

WILLIAM T FUJIOKA
Chief Executive Officer

By:_____

Date: _____

ATTEST

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By:_____

Date: _____

**APPROVED AS TO FORM:**

JOHN F. KRATTLI
County Counsel

By_____
Deputy

**NON-EXCLUSIVE LICENSE AGREEMENT**
**BOB HOPE PATRIOTIC HALL**

# EXHIBIT A

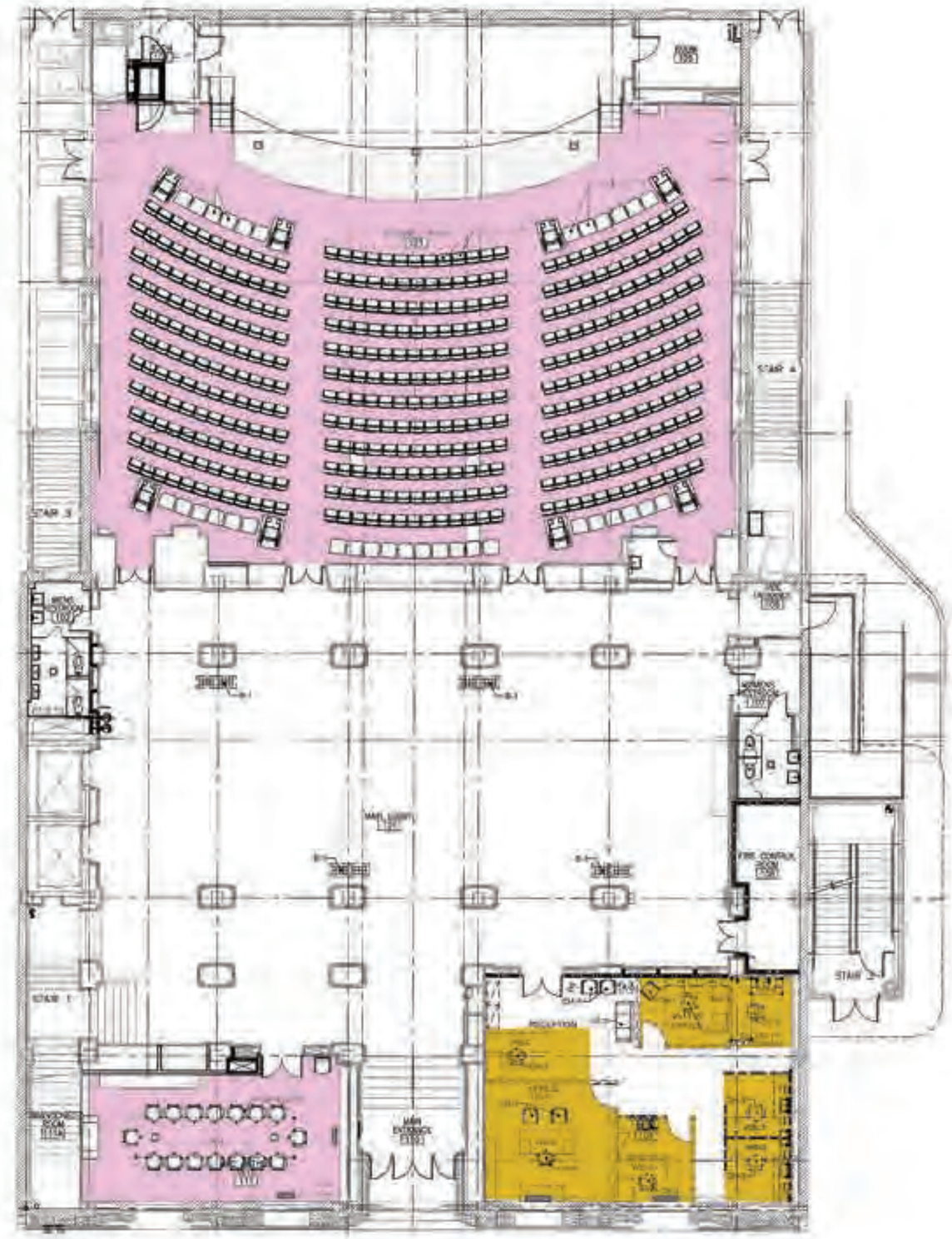
# Basement Floor Plan

- Department of Military & Veterans Affairs
- Filipino Veterans Foundation
- US 8240 Army Veteran Association
- Vietnam Veterans of America
- Common Areas

# First Floor Plan

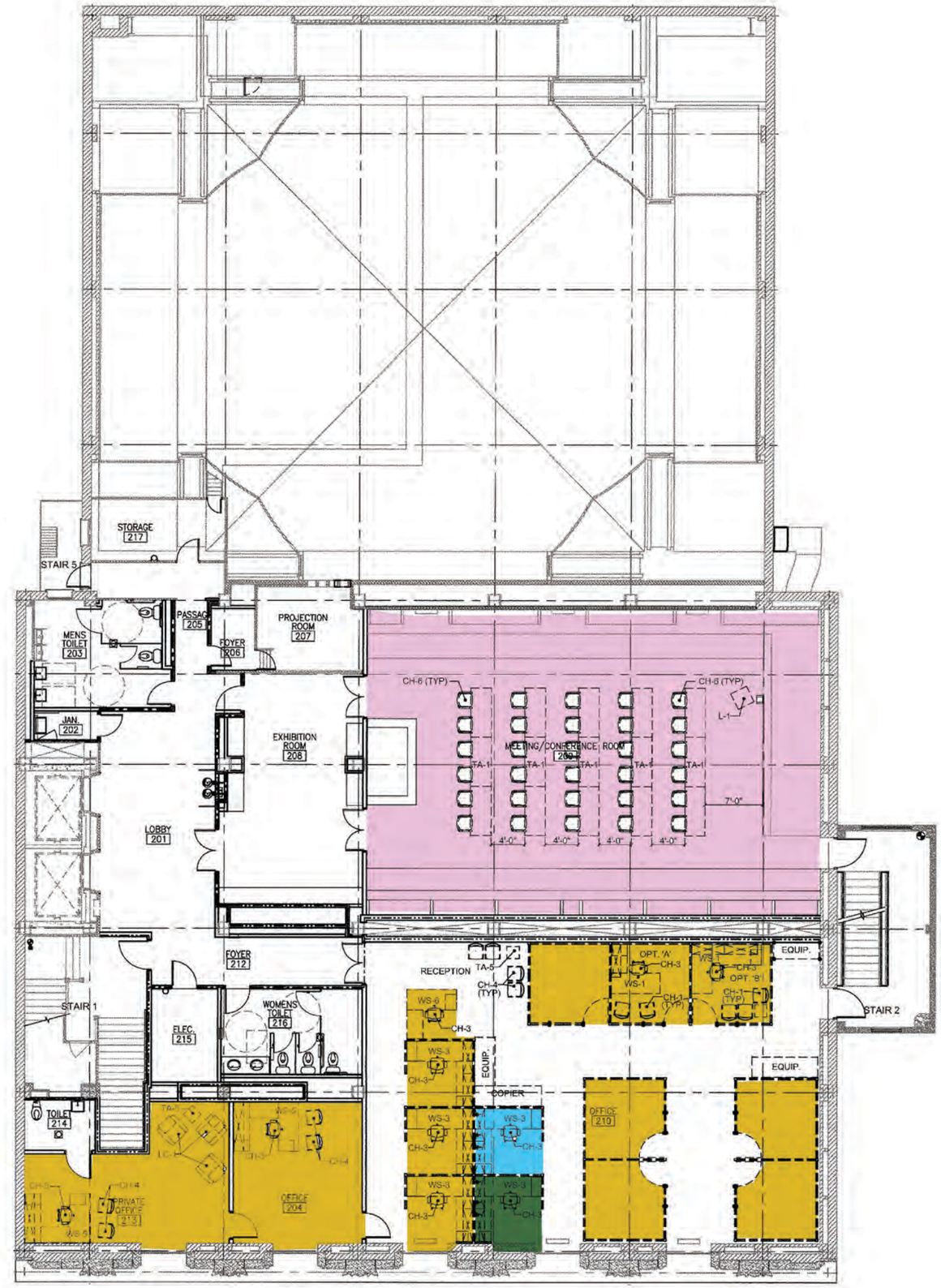
Department of Military & Veterans Affairs

Common Areas



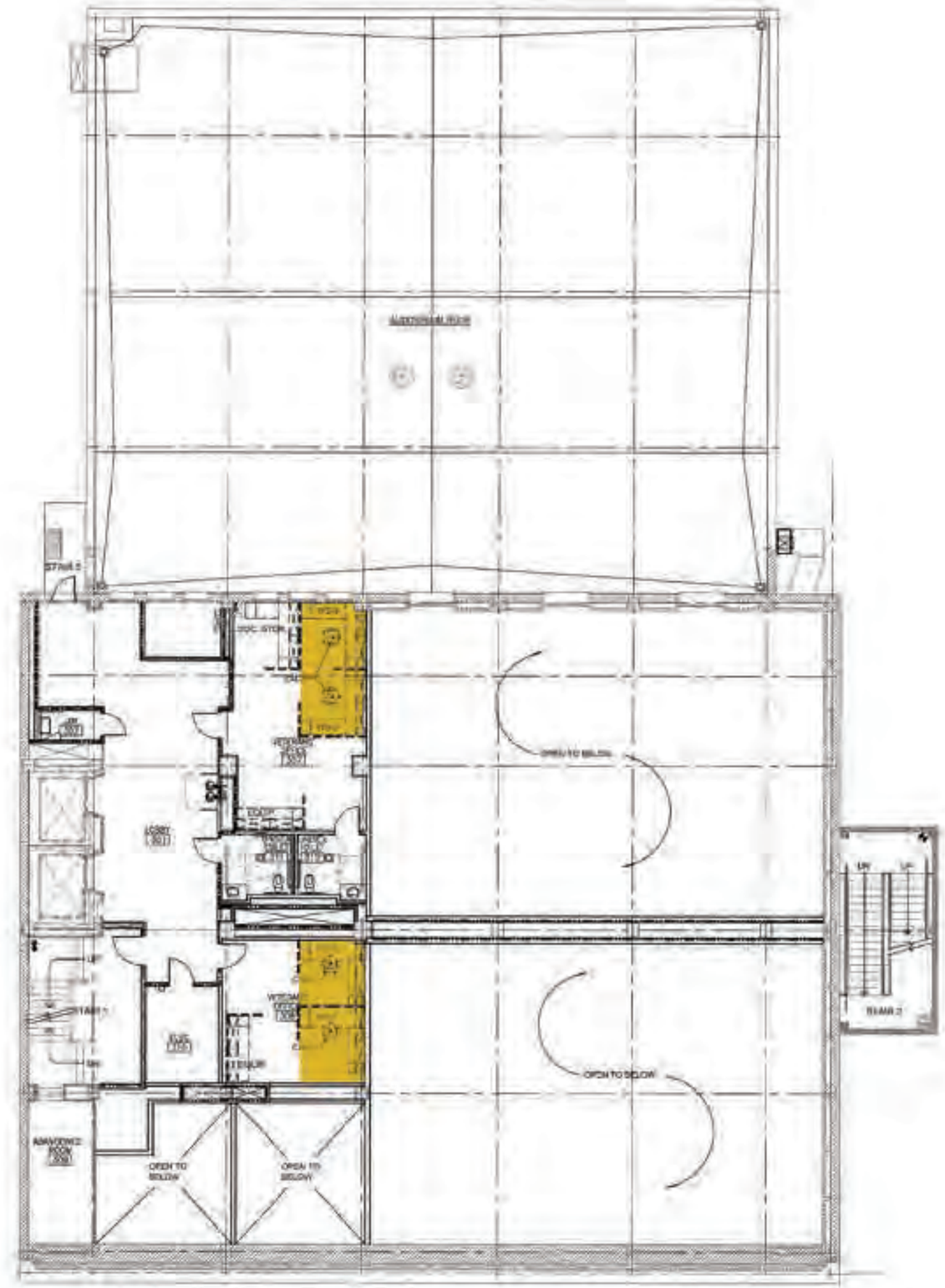
# Second Floor Plan

- CalVets
- Department of Military & Veterans Affairs
- Military Women In Need
- Common Areas



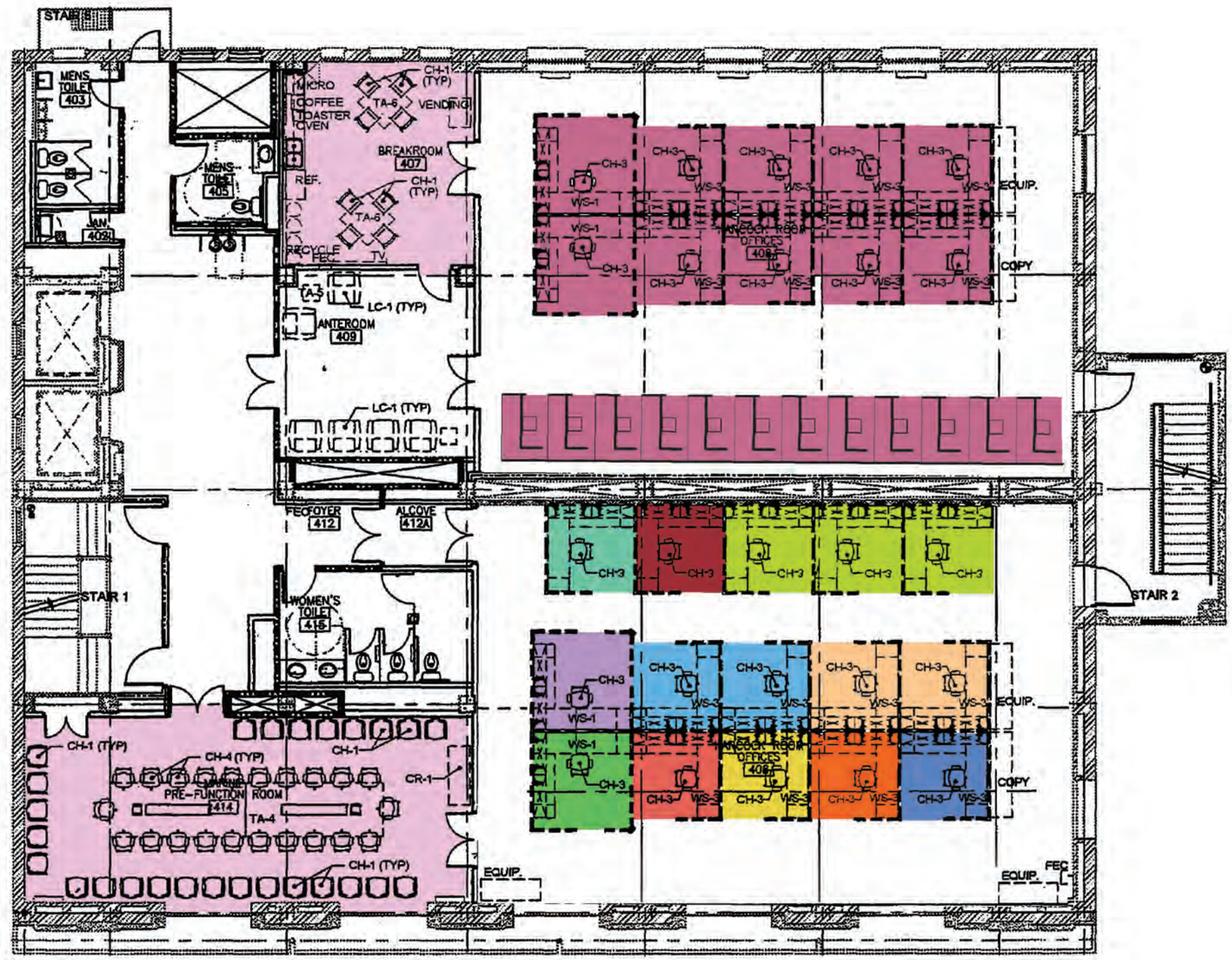
# Third Floor Plan

Department of Military &
Veterans Affairs



# Fourth Floor Plan

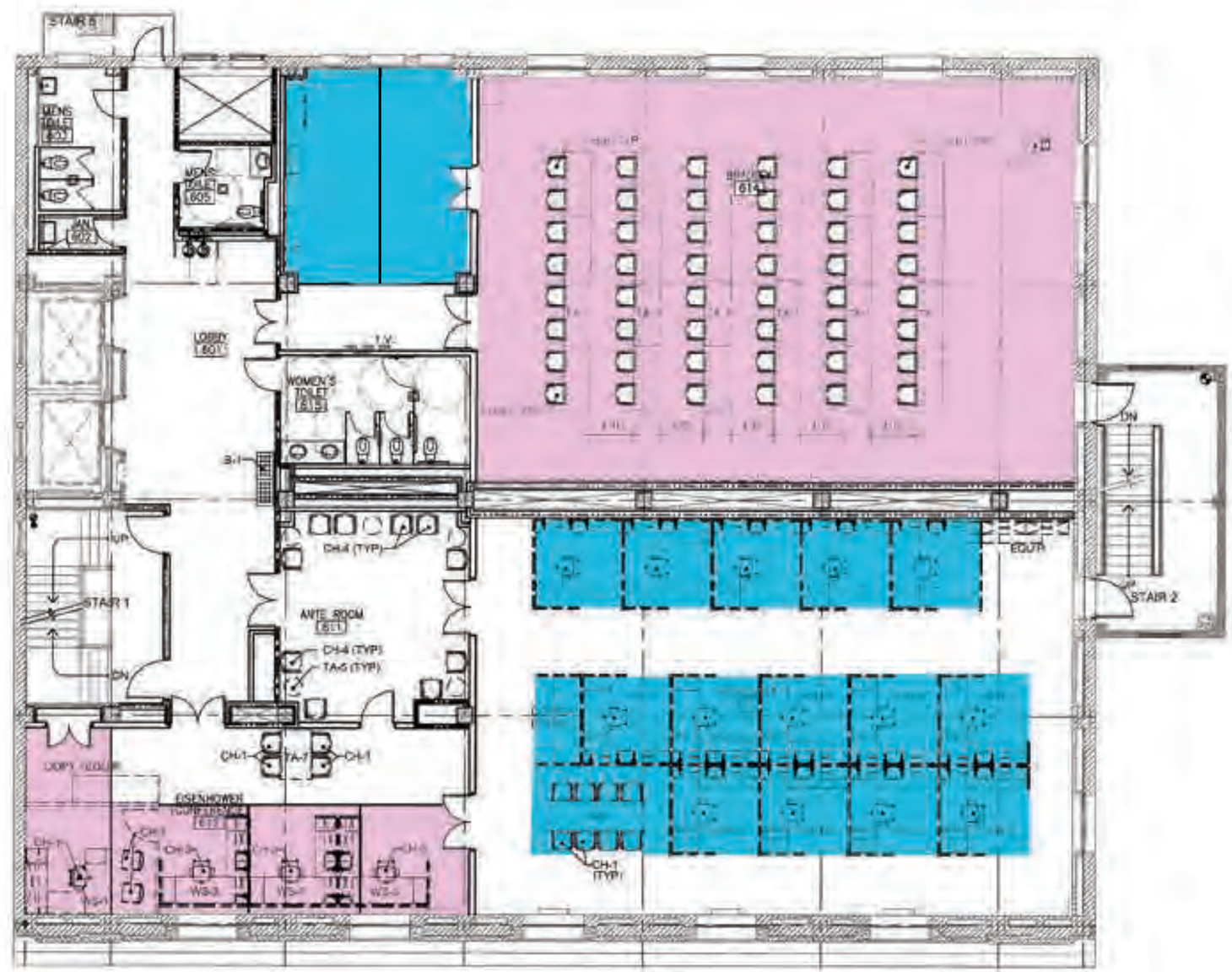
- American Legion Post #8
- Disabled American Veterans
- District 17, American Legion Department of CA
- The Foundation for Homeless Heroes
- Friends of Patriotic Hall/Sons of the Union Veterans of the Civil War
- Los Angeles County Council
- Los Angeles Police Post #381
- Native American Veteran Assn.
- Non-Profit/Veterans Services Partner
- Transportation Foundation of LA/ United States Veterans Foundation
- Tuskegee Airmen
- Visitors/Volunteers
- Common Areas



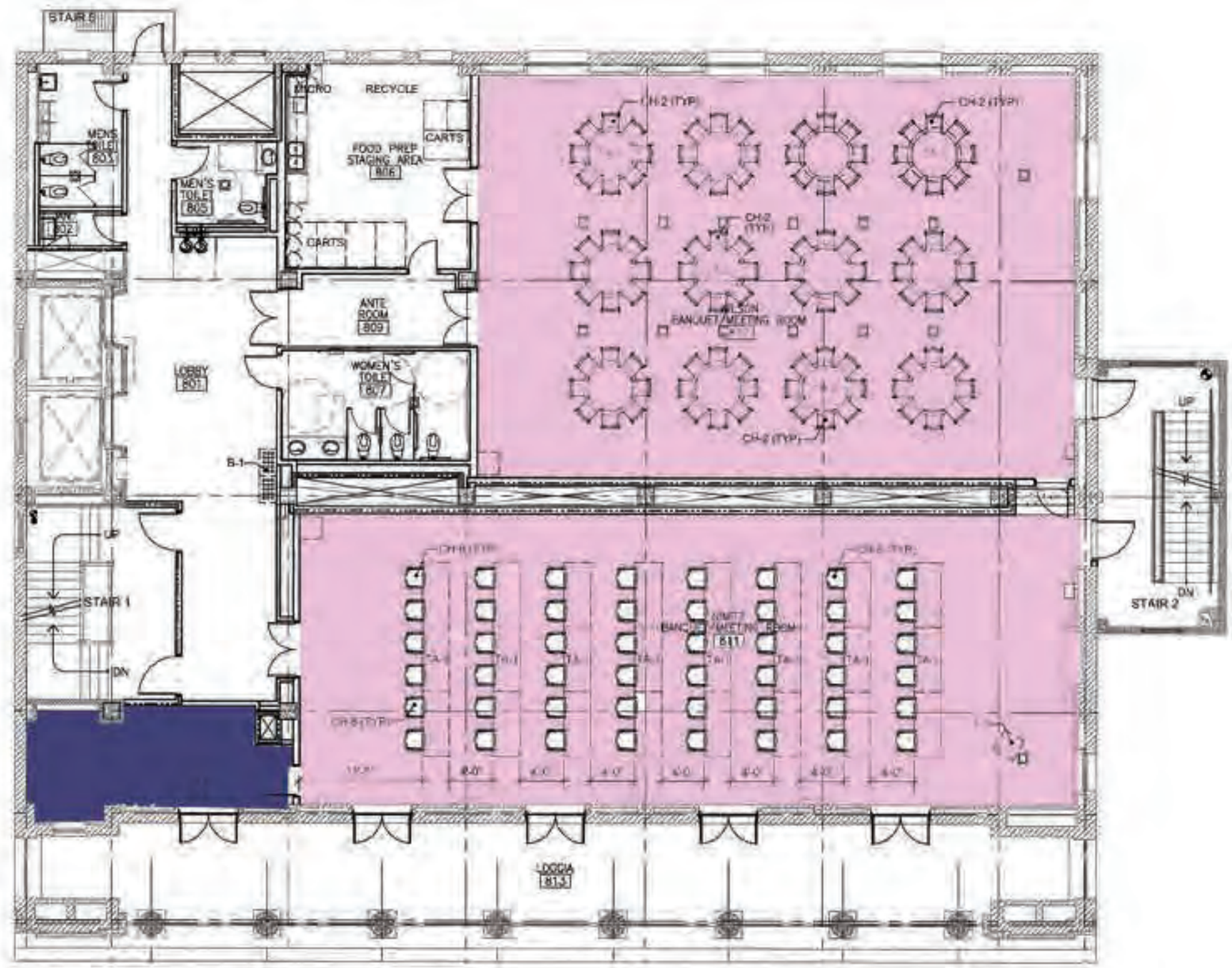
# Sixth Floor Plan

Department of Mental Health

Common Areas



# Eighth Floor Plan

American Legion Post # 8

Common Areas