



COUNTY OF LOS ANGELES
MILITARY AND VETERANS AFFAIRS
1816 S. Figueroa Street
Los Angeles, California 90015
mva.lacounty.gov



Jim Zenner
Director

July 23, 2024

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:

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND
JVS SOCAL FOR SPACE USE OF BOB HOPE PATRIOTIC HALL
(1st DISTRICT) (3 VOTES)**

SUBJECT

The County of Los Angeles Department of Military and Veterans Affairs (MVA) is requesting Board of Supervisors' (Board) approval to enter into a retroactive Non-Exclusive License Agreement (Agreement) with JVS SoCal (Licensee), a non-profit corporation to grant utilization of space within Bob Hope Patriotic Hall (BHPH) and reimburse MVA for costs related to the maintenance and upkeep of BHPH.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD:

1. Delegate authority to the Director of MVA, or his designee, to enter into a retroactive Agreement, substantially similar to Attachment A, with JVS SoCal to utilize space at BHPH and for MVA to collect costs in the amount of approximately \$263,993 for Fiscal Year 2023-24, and subsequent annual modifications based on MVA's established annual budget for utilities, telephone systems, internet infrastructure, custodial, security, landscaping, pest control, waste management, maintenance services, and building repairs of BHPH. The term of this Agreement is five (5) years, with the option to extend up to five (5) additional years, provided a 10 day notice is provided to the Board and the Chief Executive Office, via Board memo for each extension.
2. Delegate authority to the Director of MVA, or his designee to amend, extend, or terminate the Agreement, provided that such amendments are reviewed and approved as to form by County Counsel and the Chief Executive Office – Real Estate Division and a 10 day notice is provided to the Board and the Chief Executive Office, via Board memo.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Licensee occupies space at BHPH to provide veterans and their dependents comprehensive employment services. Veterans often face unique challenges in transitioning to civilian life, with employment being a significant aspect of their reintegration process. By providing tailored services within the BHPH space, the Licensee not only acknowledges the invaluable contributions of veterans but also actively supports their pursuit of meaningful employment opportunities. Such services may include job search assistance, resume writing workshops, skill development programs, and networking events specifically designed to cater to the needs and experiences of veterans and their families.

By offering these resources within a familiar and supportive environment like BHPH, the Licensee facilitates a smoother transition for veterans, ultimately aiding in their successful reintegration into civilian society.

The cost reimbursement from the Licensee to MVA associated with this Agreement is crucial for maintaining the fiscal health and sustainability of MVA and the necessary maintenance, repairs, and operational expenses of BHPH. This approach not only helps to offset the costs associated with running the BHPH but also ensures that resources are available for continuous improvement initiatives, ensuring that BHPH remains a reliable and high-quality resource for veterans in need of support.

Retroactive Contract Review Committee

During the transition of MVA's new leadership, it was discovered that JVS SoCal was occupying space within BHPH without an agreement. It is now the intent of MVA and JVS SoCal to establish this Agreement retroactively beginning July 1, 2023.

Recognizing the retroactivity of this Agreement, MVA worked with the Retroactive Contract Review Committee (RCRC) to address this issue and has been advised to move forward with presenting its request for the recommended to the Board, provided MVA makes a presentation to the RCRC on a future date, to discuss the factors that led to the retroactive situation and to present a Corrective Action Plan developed by MVA to prevent the recurrence of future retroactive license agreements.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan, North Star 1: LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star 3: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

MVA is a net county cost department. This Agreement will offset costs associated with the maintenance, repairs, and operational expenses for BPHH. The anticipated cost reimbursement is approximately \$263,993 for FY2023-24, with annual modifications based on MVA's approved budget for utilities, telephone systems, internet infrastructure, custodial, security, landscaping, pest control, waste management, maintenance services, and building repairs.

There is no negative impact on Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

JVS SoCal currently occupies 2,224 square feet of office space and reception area on the fourth floor of BPHH. The cost reimbursement associated with the Agreement for FY2023-24 is approximately \$263,993, which is subject to annual modifications based on MVA's approved budget for utilities, telephone systems, internet infrastructure, custodial, security, landscaping, pest control, waste management, maintenance services, and building repairs. The term of this Agreement is for five (5) years, with the option to extend annually for five (5) additional years, provided the Licensee continues the provision of services to veterans, their dependents, and survivors. A total term longer than 10 years will require Board approval. The Chief Executive Office – Real Estate Division and County Counsel have approved the Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the recommended actions will not have any significant impact on MVA's service delivery.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) approved copies of this adopted action to:

Department of Military and Veteran Affairs of Los Angeles County
Zuleyda Santana, Chief Deputy Director
1816 S. Figueroa Street
Los Angeles, CA 90015

The Department's contact may be reached at zsantana@mva.lacounty.gov or (213) 765-9225.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Zenner', with a long horizontal flourish extending to the right.

JIM ZENNER, DIRECTOR

JZ:ZS:tr

Enclosure

c: Chief Executive Officer
County Counsel
Department of Economic Opportunity

SAMPLE

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this ___ day of _____, 2024.

BY AND BETWEEN

COUNTY OF LOS ANGELES,
a body corporate and politic ("Licensor" or "County,")

AND

JVS SOCAL, a nonprofit corporation,
hereinafter referred to as "Licensee."

RECITALS:

A. **WHEREAS** County is the owner of certain real property located at 1816 S. Figueroa Street, Los Angeles, California 90015, commonly known as the Bob Hope Patriotic Hall (the "Property"), and identified as Los Angeles County Assessor Number 5126-009-900. The Property consists of a building approximately 85,276 square feet and a surface parking lot ("Building") located at the same address.

B. **WHEREAS** on _____ the County of Los Angeles was delegated authority to approve non-exclusive license agreements with JVS SoCal for use space at the Property.

C. **WHEREAS** County is authorized to license use of the Property pursuant to Government Code Section 26227.

D. **WHEREAS** 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

1.1 Licensor hereby grants to Licensee a License to enter upon and use the Premises, and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of operating an Americas Jobs Centers of California (AJCC)office for the provision of services to veterans, their dependents and survivors. The AJCC Office at the Premises shall consist of a portion of the fourth floor as shown on Exhibit A, attached hereto and incorporated herein by reference. Licensee also shall have use of the Building and other areas of the Property as long as the use is related to their veteran services. (the "Licensed Area").

1.2 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. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.3 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

1.4 This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Property, whether or not of record. To the best of Licensor's knowledge, Licensor is possessed of the right to grant this License and there currently exists no condition that would adversely affect the Licensee's ability to use the Property for the purposes described herein.

1.5 This License does not create a partnership or joint venture between Licensor and Licensee. Nothing herein shall be construed to mean that any employee of Licensee is an agent or employee of Licensor.

1.6 Any County equipment, furniture, and personal property existing on the Premises as of the commencement date of this License shall remain the property of County. Licensee accepts such equipment, furniture, and personal property in "as is" condition, and Licensee shall assure that such equipment, furniture and personal property shall be used only by staff who are properly trained and who have demonstrated competence in its use. No additional County equipment, furniture, or personal property shall be provided to Licensee by County unless first approved by the Los Angeles County Board of Supervisors in the form of an amendment hereto or by separate agreement.

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

2. TERM

2.1 The term of the License shall be retroactive to commence on July 1, 2023 (the "Effective Date"), and shall expire to later than five (5) years and thereafter shall be renewed subject to Licensee continuing the services of veterans or the provision of services to veterans, their dependents, and survivors as demonstrated to, and approved by MVA, commencing upon execution of this License (the "Commencement Date"). A total term longer than 10 years will require the Los Angeles County Board of Supervisors' approval.

2.2 The County shall have the option of terminating this License at will upon giving Licensee notice in writing. The County will endeavor but shall not be required to give at least thirty (30) days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled by the County in the event of an emergency or unsafe condition.

2.3 Licensee may end its use of the Premises under this License at any time and upon thirty (30) days' written notice to the Licensor.

2.4 Based on the frequency of use of the Licensed Area and the space needs of veterans organizations, the MVA may modify the number of cubicles Licensee is allowed to use or terminate this License under Section 2.3 by giving written notice to Licensee prior to the effective date of such modification.

2.5 Subject to Section 10 of this License, in the event of any default by Licensee under this License or the Operating Agreement, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

3. CONSIDERATION

The parties agree that shared service costs will be determined by or based on the agreed percentage of the Licensed Area. The shared service cost shall be \$263,993 for the current fiscal year (FY) and will fluctuate based on actual costs. The shared service cost shall include the following as outlined in Exhibit B: utilities, telephone systems, internet infrastructure, custodial, security, landscaping, pest control, waste management, maintenance services, and building repairs. These shared services are purchased by MVA for the maintenance of the spaces designated as the geographic footprint of MVA Headquarters aka Patriotic Hall. MVA will be responsible for administering these shared services. MVA may adjust the shared services, including but not limited to adding, adjusting or deleting services by written mutual agreement of the Parties. MVA may implement such a change to the shared services formally in writing 30 days in advance.

4. USE

4.1 Licensee shall use the Licensed Area for the purpose of honoring the services of veterans, or to provide services only to veterans, their dependents and survivors. ("VA Office"). Licensee shall be responsible for all persons and invitees, guests, agents, employees, clients, and contractors ("Licensee's Parties") that it allows to visit or occupy the Licensed Area and shall be liable to County for all acts of such Licensee's Parties. County shall not be liable for damages or any error with regard to the admission to or exclusion from the Licensed Area, of any Licensee's Parties. Licensee's use of the Licensed Area shall be in compliance at all times with the building rules and regulations and operational standards including but not limited to the approved fire safety and evacuation plans and any approved health and safety plan.

4.2 Licensee shall notify the Director of MVA 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 MVA's written approval thereof.

5. OPERATING RESPONSIBILITIES

5.1 Compliance with Legal Requirements. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances, all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits, regulatory agency approvals 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.

5.2 Signs. Licensee shall post no signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County.

5.3 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 Licensee shall prevent any accumulation thereof from occurring.

5.4 Security Devices. The Licensee shall be responsible for securing the licensed area.

5.5 Examination of Licensed Area. Licensee 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 License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5.6 Hazardous Materials. Licensee hereby warrants and represents that it shall comply with all Federal, State and local laws and regulations concerning Licensee's use, release, storage and disposal of Hazardous Substances on the Premises. For purposes of the License, the phrase "Hazardous Substances" shall be deemed to include hazardous, toxic or radioactive

substances as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or related defined phrase in any successor or companion statutes, and crude oil or byproducts of crude oil, other than crude oil which exists on the Premises as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

5.7 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 REPAIRS AND MAINTENANCE:

6.1 County's Repair Rights and Obligations. Except as provided in this Section 6.1 below, County has no obligation whatsoever to alter, remodel, improve, repair, renovate, retrofit, replace, redecorate or paint all or any part of the Licensed Area. Licensee waives the right to make repairs at County's expense under any law, statute or ordinance now or hereafter in effect (including the provisions of California Civil Code Section 1942 and any successive sections or statutes of a similar nature), it being agreed that Licensee and County have by this License made specific provisions for such repairs and have defined their obligations relating thereto.

Notwithstanding anything above to the contrary, promptly following written notice thereof from Licensee, County shall, at its cost, repair and maintain the mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building in general, exterior walls, foundations and other structural portions of the Building, including, without limitation, the roof (including the roof membrane); provided, however, to the extent such maintenance or repairs are required as a result of any act, neglect, fault or omission of Licensee or any of Licensee's Parties or otherwise made necessary due to Licensee's specific use (as opposed to general occupancy of the Licensed Area), Licensee shall pay to County within thirty (30) days of receipt by Licensee of written demand from County, as additional rent, the actually-incurred costs of such maintenance and repairs.

6.2 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 Parties, 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.

6.3 Condition of Licensed Area. Licensee acknowledges and agrees that, except to the extent otherwise specifically set forth in this License, County has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever concerning or with respect to (a) the value, nature, quality or condition of the Licensed Area; (b) the suitability of the Licensed Area for any and all activities and uses which Licensee may conduct thereon; (c) the compliance of the Licensed Area with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, environmental laws (collectively, "Laws"); (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Licensed Area; (e) the manner or quality of the construction or materials incorporated into the Licensed Area; (f) the manner, quality, state of repair or lack of repair of the Licensed Area; or (g) any other matter with respect to the Licensed Area. Licensee further acknowledges and agrees that, except to the extent specifically set forth in this License, the leasing of the Licensed Area as

provided for herein is made on an "AS-IS" condition and basis with all faults. County shall have no liability or responsibility for any latent or patent defects in the Licensed Area. Except for damages arising from County's failure to perform its obligations under Section 6.2, Licensee and anyone claiming by, through or under Licensee hereby fully and irrevocably releases County from any and all claims that it may now have or hereafter acquire against County for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including, but not limited to, environmental matters, now or hereafter affecting the Licensed Area. This release includes claims of which Licensee is presently unaware or which Licensee does not presently suspect to exist in its favor which, if known by Licensee, would materially affect Licensee's release of County.

6.4 Alterations. Licensee shall not make alterations, repairs, additions or improvements or install any cable (collectively referred to as "Alterations") without first obtaining the written consent of County in each instance, which consent shall be at the County's sole and absolute discretion. However, County's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Licensed Area or Building; (c) will not affect the Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Licensed Area. Cosmetic Alterations shall be subject to all the other provisions of this Section 6.4. Prior to starting work, Licensee shall furnish County with plans and specifications; names of contractors reasonably acceptable to County (provided that County may designate specific contractors with respect to Building); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by County and naming County as an additional insured; and any security for performance in amounts reasonably required by County. Material changes to the plans and specifications must also be submitted to County for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by County. Licensee shall reimburse County for any sums paid by County for third party examination of Licensee's plans for non-Cosmetic Alterations. In addition, Licensee shall pay County a fee for County's oversight and coordination of any non-Cosmetic Alterations equal to 5% of the cost of the non-Cosmetic Alterations. Upon completion, Licensee shall furnish "as-built" plans for non-Cosmetic Alterations, completion affidavits and full and final waivers of lien. County's approval of an Alteration shall not be deemed a representation by County that the Alteration complies with Law.

6.5 In the event that Licensee makes any alterations or improvements in violation of Section 6.4 of this License, County may immediately and without prior notice to Licensee exercise any or all of the 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.

7 INDEMNIFICATION AND INSURANCE REQUIREMENTS: During the term of this License, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION

The Lessor shall indemnify, defend and hold harmless the Lessee 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 Lessor's repair, maintenance and other acts and omissions arising from and/or relating to the Lessor's ownership of the Premises.

The Lessee shall indemnify, defend and hold harmless the Lessor, 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 Lessee's repair, maintenance and other acts and omissions arising from and/or relating to the Lessee's use of the Premises.

Any entity hired by Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of Licensor and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. 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 Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities, which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Licensor

- Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming Licensor and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy shall be delivered to Licensor at the address shown below and provided prior to the start day of this License.
- Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License 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 the Licensee identified in this License. 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 twenty-five thousand

(\$25,000.00) dollars, and list any Licensor required endorsement forms.

- Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, 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, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate
320 West Temple Street, 7th Floor
Los Angeles, CA 90012

Licensee also shall promptly notify Licensor of any third-party claim or suit filed against Licensee, which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.

B. Additional Insured Status and Scope of Coverage

The Licensor, which is 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 Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Premises.

Licensor's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor as an additional insured, even if they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Licensor's insurance policies shall provide, and Certificates shall specify, that Licensor shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to Licensor in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance and without further notice to Licensee, pursue Licensee reimbursement.

Use of the Licensed Area shall not commence until Licensee has complied with the insurance requirements and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

F. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.

G. Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensor. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

H. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against Licensor under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to affect such waiver.

I. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR. The Licensor retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the Licensor, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. 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.

M. Licensors Review and Approval of Insurance Requirements

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

III. INSURANCE COVERAGE TYPES AND LIMITS

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

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

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

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also, shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Commercial Property Insurance. Such insurance shall:

- Provide coverage for Licensor's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and Licensor as their interests may appear.

E. Crime Coverage: Insurance within amounts not less than \$1,000,000 covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

F. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

G. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8 TRANSFERS

8.1 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.

8.2 Licensee may allow program partners, as authorized in writing by MVA, to share space in the Licensed Area to conduct activities in furtherance of the License Use. MVA's authorization of program partners may be withheld or revoked at the sole discretion of MVA. Licensee's program partners shall comply with all terms and conditions of the License. The Licensee shall indemnify the County for acts or omissions of its program partners in accordance with Paragraph 7 of this License.

9 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, 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 DEFAULT; REMEDIES

10.1 Defaults by Licensee.

The occurrence of any of the following shall constitute a default under this License by Licensee:

- (e) Any failure by Licensee to observe and perform any other provisions of this License or the Operating Agreement to be observed and performed by Licensee, when such failure is curable and continues uncured for thirty (30) days after written notice by County to Licensee; provided that if the nature of the default cannot be reasonably cured within thirty (30) days, Licensee shall not be deemed in default if it shall commence or cause commencement of curing such default within such 30-day period and diligently prosecutes or causes diligent prosecution of same to completion;
- (f) The abandonment or vacation of the Property and/or the cessation of business by Licensee at the Property;
- (g) Failure by Licensee to materially observe and perform any material provisions of this License to be observed and performed by Licensee, where such failure is not curable.

The notices required under this Section 10 are the only notices required to be given by County to Licensee in the event of Licensee's default and are not in addition to any statutory

notices otherwise required by the unlawful detainer statutes of California.

10.2 Termination of License and Remedies.

In the event of any default by Licensee, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

10.3 County's Right to Cure Licensee's Defaults.

County may at any time after Licensee commits an act of default pursuant to this License, upon ten (10) days' notice, or a shorter period if additional damage may result, cure such act of default for the account and at the expense of Licensee.

10.4 Remedies Cumulative. All rights and remedies of County under this License shall be nonexclusive of and in addition to any other remedy available to County at law or in equity.

11 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 License or estopping 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 License shall be cumulative.

12 SURRENDER

Upon any termination of this License, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Licensee shall immediately surrender possession of the Licensed Area and all buildings and improvements on the same to County in good and tenantable repair, reasonable wear and damage from fire or other casualty or peril excepted.

13 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.

14 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.

15 SEVERABILITY

If any provision of this License shall be held to be invalid or unenforceable for any reason, (i) the remaining provisions shall continue to be valid and enforceable, or (ii) if by limiting such provision it would become valid and enforceable, such provision shall be deemed to be written, construed and enforced as so limited.

16 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, 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:

Jorge Reynoso, Building Manager
Military and Veterans Affairs
1816 S. Figueroa Street
Los Angeles, CA 90015

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:

County of Los Angeles
Chief Executive Office
Real Estate
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attn: Joyce Chang, Senior Manager

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.

17 VALID LICENSE AND AUTHORIZATION TO ENTER INTO LICENSE.

The Parties hereto represent and warrant that this License is validly entered, and that the persons signing below are authorized to enter into this License on behalf of the Party hereto represented by such person. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

18 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.

19 SOLICITATION OF CONSIDERATION

19.1 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 who has had any involvement in the negotiation, consummation or administration/management of a license.

19.2 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.

20 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.

21 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.

22 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 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.

22.2 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.

22.3 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.

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

23 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.

24 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.

25 NONDISCRIMINATION

Licensee certifies and agrees that all persons thereby and/or 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 Acts; the Cartwright Act; and the State Fair Employment Practices Act. Licensee certifies and agrees that all persons invited on the Premises by Licensee shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and 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; and the California Fair Employment and Housing Act.

26 ELECTRONIC SIGNATURE/COUNTERPARTS

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered had been signed using a handwritten signature. County and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction

27 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles has caused this License to be executed on its behalf by the Director of the Department of Military and Veterans Affairs, the day, month and year first above written.

LICENSEE:

JVS SOCIAL

By: _____

Name: _____

Title: _____

COUNTY OF LOS ANGELES:

MILITARY AND VETERANS AFFAIRS

By: _____
Jim Zenner, Director

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy County Counsel

LICENSED AREA LAYOUT

Fourth Floor Plan (2,224 SQ FT.)



**COUNTY OF LOS ANGELES
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

**FISCAL YEARS 2023-24 AND 2024-25
ESTIMATED SHARED COST SCHEDULE**

DESCRIPTION OF SERVICES	FY 2023-24 FINAL ADOPTED BUDGET	JVS So.Cal SHARED COST 15.64%	FY 2024-25 FINAL ESTIMATED BUDGET	JVS So.Cal SHARED COST 15.64%
UTILITIES	\$ 233,934	\$ 36,587	\$ 261,254	\$ 40,860
SECURITY SERVICES	\$ 415,007	\$ 64,907	\$ 440,000	\$ 68,816
PEST CONTROL	\$ 6,800	\$ 1,064	\$ 7,500	\$ 1,173
LANDSCAPING	\$ 6,000	\$ 938	\$ 6,500	\$ 1,017
CUSTODIAL	\$ 438,000	\$ 68,503	\$ 480,000	\$ 75,072
BUILDING MAINTENANCE	\$ 396,000	\$ 61,934	\$ 420,000	\$ 65,688
BUILDING REPAIRS	\$ 150,000	\$ 23,460	\$ 150,000	\$ 23,460
INTERNET INFRASTRUCTURE	\$ 27,500	\$ 4,301	\$ 30,000	\$ 4,692
TELEPHONE SYSTEMS	\$ 14,700	\$ 2,299	\$ 16,000	\$ 2,502
TOTAL	\$1,687,941	\$ 263,993	\$1,811,254	\$ 283,280

AUTHORIZED SIGNATURE FOR
DEPT. OF MILITARY & VETERANS AFFAIRS

James Zenner

PRINT NAME

Director

TITLE

Allan Ochoa, Finance Manager

CONTACT NAME

(213) 574-8008

CONTACT TELEPHONE NUMBER

AUTHORIZED SIGNATURE FOR
JVS SoCal

PRINT NAME

Finance Officer

TITLE