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**Chief Executive Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**Chief Executive Officer**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

October 22, 2024

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

24 October 22, 2024

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**THIRTEEN-YEAR AND SIX-MONTH LEASE  
SHERIFF'S DEPARTMENT  
100 UNIVERSAL CITY PLAZA, UNIVERSAL CITY  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed new 13-year and six-month lease for 12,992 square feet of office space, and 42 on-site parking spaces for the Sheriff's Department (Sheriff), Universal City Substation.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Determine that the impacts of the recommended actions are within the scope of the project impacts analyzed in the Environmental Impact Report that was certified by the City of Los Angeles for the NBC Universal Evolution Plan previously considered by the Board as responsible agency under the California Environmental Quality Act (CEQA).
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Universal Studios, LLC, a Delaware limited liability company (Landlord), for approximately 12,992 square feet of space, and 42 on-site parking spaces located at 100 Universal City Plaza, Building 7572, Universal City (Premises) to be occupied by the Sheriff. This proposes a lease for a term of more than ten years, to wit, for a term of 13 years and six months. This is a gratis lease throughout the lease term. The estimated total proposed lease cost, including low-voltage cost, is \$320,000 over the 13-year and six-month term. The cost will be funded 100 percent by net County cost (NCC) that is already included in Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

3. Authorize the Sheriff, or his designee, to acquire and install telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$320,000 if paid in a lump sum.
4. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease.

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

The proposed lease for a substation will house the Sheriff's personnel at the Premises on the NBC Universal property adjacent to Donald O'Conner Drive and just north of W.C. Fields Drive and will continue to allow the Sheriff occupancy of space at the current Universal Studios CityWalk offices, as requested by NBC Universal, to meet the operational needs of the theme park. This facility will be a substation for the West Hollywood station and will provide operational effectiveness with improved response time in deploying law enforcement services within the unincorporated Los Angeles County areas between the West Hollywood station and Universal Studios CityWalk. Having the substation on the NBC Universal property will allow deputies to quickly address citizen's concerns, provide increased response times, and foster a safe environment for the public. The presence of the substation also enhances the Sheriff's continued visibility at a worldwide attraction to deter on-site crime at the theme park and CityWalk attractions.

The proposed lease will house approximately 31 staff and will include 12 workstations, an armory, a temporary detention area, and other support spaces. The Sheriff provides general law enforcement services which requires deputies and personnel to be physically present on-site to provide services. Due to the direct services provided to the public within the unincorporated area, theme park, and CityWalk guests, teleworking for this requirement is not a suitable option.

The property is near public transportation and is accessible from the 101 freeway.

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

The Countywide Strategic Plan North Star 3 – "Realize Tomorrow's Government Today" – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. The County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions; and Key Objective No. 4 – Guide Strategic Decision – Making.

The proposed lease supports the above goals and objective by providing the Universal City Sheriff's Substation with appropriate office space to provide public safety, improve response time, and improve operational effectiveness in a facility which is centrally located and accessible for employees and guests of the theme park and other CityWalk attractions.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

### **FISCAL IMPACT/FINANCING**

This is a gratis lease throughout the lease term. The aggregate cost associated with the proposed lease over the entire term, including low-voltage costs is \$320,000 as shown in Enclosure B. The proposed lease costs will be fully funded 100 percent by NCC that is already included in the Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

Upon approval of the proposed lease, it is the Sheriff's intent to finalize equipment installation and testing, obtain final approval for occupancy from the Board of State and Community Corrections for the detention area, and operate the substation as cost-neutral. However, there may be one-time and ongoing costs to transition to, operate, and maintain the completed substation. All Sheriff personnel assigned to this substation are existing budgeted items, fully funded, and assigned to the West Hollywood Sheriff's Station or located within the existing storefront CityWalk offices.

At this time, it is anticipated that the Sheriff will incur minimal expense due to project components such as the onsite emergency generator servicing the premises. These minimal expenses include fueling for the onsite generator, maintenance and repairs to permanent lock cores and Low-Voltage Items, and janitorial services to secure areas within the substation such as the detention and armory. Funding for these costs will be addressed through the annual budget process for the Sheriff.

Upon approval of the proposed lease and occupancy of the newly constructed substation, there will be existing Sheriff's personnel located within the West Hollywood Sheriff's Station and the existing CityWalk offices moved into the newly constructed substation. During that transition period, the levels of services are not anticipated to change drastically. There are no additional operating costs associated with the planned move transition activities with Sheriff personnel from the existing CityWalk offices, the West Hollywood Sheriff's Station, into the newly constructed substation.

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

In addition to the terms previously stated, the proposed lease also includes the following provisions:

- There is no monetary consideration for the proposed lease and rent will be gratis.
- There are no tenant improvement costs to the County. The Landlord constructed the building at no cost to the County.
- The County will pay an amount not-to-exceed \$320,000 for the lump sum cost of the Low-Voltage Items.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs in public, non-secured areas. The County is responsible for maintenance and repair of restricted areas in the Premises, generators serving the Premises, telecommunication items, access controls for the secured parking lot, and other items as outlined in the proposed lease.
- There are 42 on-site parking spaces at the secured lot included at no additional cost.

- The Landlord shall maintain the electric vehicle chargers located on the secured lot and the County employees and guests shall have the right to use such electric vehicle chargers subject to payment for charging at the rate charged to the Landlord's employees. The County, at its sole expense, shall have the right to replace and/or install its own electric vehicle chargers and install a sub-meter to monitor and reimburse the Landlord for its utility usage.
- The County does not have the right to terminate the proposed lease early. In the event the County ceases to be the law enforcement agency having primary authority over Universal City, the Landlord shall have the right to terminate the proposed lease at any time following such event by giving the County 180 days' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions and rent will remain at no cost.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease. The lease will commence on the first day of the first calendar month after the effective date and terminate on April 30, 2038.

The Chief Executive Office did not issue a flyer soliciting proposals for available space and did not conduct a market search of available space. The Landlord is providing the substation at no cost to the Sheriff, as required as part of its Mitigation Monitoring and Reporting Program (MMRP), to comply with the CEQA. The MMRP requires the Landlord to provide a new facility for the shared use of the Sheriff and Universal CityWalk's corporate security. The Landlord presented the site to the Sheriff and the Sheriff determined the site meets their operational requirements. We recommend the Premises as the most suitable to meet the County's space requirements.

Co-working space is not suitable for the Sheriff to provide its public facing and law enforcement services.

Enclosure C shows all County-owned and leased facilities within the surveyed areas and there are no County-owned or leased facilities available for this space requirement.

Construction of the tenant improvements was completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The proposed lease is in unincorporated Los Angeles County and the required notification letter to the City in accordance with Government Code Section 25351 was not required.

County Counsel has reviewed the proposed lease and has approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will provide a suitable office location for Sheriff's Universal City Substation, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

**ENVIRONMENTAL DOCUMENTATION**

On April 23, 2013, the Board adopted the County's CEQA Findings of Fact and Statement of Overriding Considerations and certified and adopted the County's MMRP. The County, acting as a responsible agency pursuant to the CEQA, considered the effects of the Project as shown in the Environmental Impact Report (EIR) (State Clearinghouse No. 2007071036) prepared for the Project by the City of Los Angeles as the lead agency and certified by the City on November 14, 2012; and made a finding that, on the basis of the whole record that the significant adverse impacts of the Project, as described in the certified EIR, have either been reduced to a level of less than significant, or for those impacts that are significant and unavoidable, have been reduced to an acceptable level and are outweighed by specific social, economic, legal, technological, or other considerations of the Project as stated in the County's CEQA Findings and Statement of Overriding Considerations. The impacts of the recommended actions are within the scope of the project impacts analyzed in the EIR.

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

The proposed lease will adequately provide the necessary office space, and parking spaces for this County requirement. The Sheriff concurs with the proposed lease and recommendations.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'FAD', followed by the word 'FOR' in blue ink.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC

JLC:HD:ANR:MT:gb

Enclosures

- c: Executive Office, Board of Supervisors
- Sheriff
- County Counsel
- Auditor-Controller

**SHERIFF'S DEPARTMENT  
100 UNIVERSAL CITY PLAZA, UNIVERSAL CITY**

**Asset Management Principles Compliance Form<sup>1</sup>**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup> This is a proposed substation and does not have administrative functions.			<b>X</b>
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup> Due to safety reason other functions are not co-located.		<b>X</b>	
C	Does this lease centralize business support functions? <sup>2</sup>	<b>X</b>		
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> The ratio is 419 sq. ft. per person due to holding cells, detention area, interview rooms. This is not office space and is a substation.		<b>X</b>	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> Based on 42 spaces parking ratio is 3.23/1,000 RSF.		<b>X</b>	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	<b>X</b>		
2. <u>Capital</u>				
A	Is it a substantial net County cost (NCC) program? The Sheriff will be funded 100 percent by net County cost that is already included in Sheriff's existing budget.	<b>X</b>		
B	Is this a long-term County program?	<b>X</b>		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		<b>X</b>	
D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
E	If yes, why is lease being recommended over occupancy in County-owned space?			<b>X</b>
F	Is Building Description Report enclosed as Enclosure C?	<b>X</b>		
G	Was build-to-suit or capital project considered? <sup>2</sup>			<b>X</b>
3. <u>Portfolio Management</u>				
A	Did department utilize CEO Space Request Evaluation (SRE)?	<b>X</b>		
B	Was the space need justified?	<b>X</b>		
C	If a renewal lease, was co-location with other County departments considered?			<b>X</b>
D	Why was this program not co-located?			
	1. <u> X </u> The program clientele requires a "stand alone" facility.			
	2. <u> X </u> No suitable County occupied properties in project area.			
	3. <u> X </u> No County-owned facilities available for the project.			
	4. <u> </u> Could not get City clearance or approval.			
	5. <u> </u> The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup> <b>County is responsible for certain maintenance responsibilities</b>		<b>X</b>	
F	Has growth projection been considered in space request?		<b>X</b>	
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?		<b>X</b>	
<sup>1</sup> As approved by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				



**SHERIFF'S DEPARTMENT  
SPACE SEARCH – 5 MILE RADIUS  
100 UNIVERSAL CITY PLAZA, UNIVERSAL CITY**

<b>Property ID</b>	<b>Name</b>	<b>Address</b>	<b>Ownership Type</b>	<b>Gross Sq Ft</b>	<b>Net Sq Ft</b>	<b>Vacant</b>
A137	Public Defender - Hollywood Office	6464 Sunset Blvd Los Angeles 90028	Leased	6000	5700	None
5873	PH - North Hollywood Public Health Center	5300 Tujunga Ave North Hollywood 91601	Owned	7511	4286	None
3969	Hollywood Bowl - Administration Building	2301 N Highland Ave Los Angeles 90068	Owned	5137	4369	None
A501	Burbank Adult Protective Services Reg I	2501 W Burbank Blvd Burbank 91502	Leased	5702	5132	None
X014	PH - Burbank Public Health Center	1101 W Magnolia Blvd Burbank 91502	Owned	5864	3570	None



## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease for the Sheriff's Department – 100 Universal City Plaza, Universal City – Fifth District.

### A. Establish Service Function Category – Universal City Substation

**B. Determination of the Service Area** – The substation will provide improved response time in deploying officers within the areas between the West Hollywood Station and Universal City. Having the substation at Universal City Walk will allow deputies to quickly address citizen's concerns, increases response times, and ensure a safe environment for the public and international guests.

### C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: The substation will serve the communities between the West Hollywood Station and the areas around Universal City.
- Need for proximity to existing County facilities: **N/A**
- Need for proximity to Los Angeles Civic Center: **N/A**
- Economic Development Potential: **N/A**
- Proximity to public transportation: The location is adequately served by local transit services and is accessible from the 101 freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no existing County buildings available to meet the Sheriff's service needs.
- Compatibility with local land use plans: The proposed County use is consistent with its use and zoning for space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$320,000.

**D. Analyze results and identify location alternatives**

CEO did not issue a flyer soliciting proposals for available space and did not conduct a market search of available space. The Landlord provided the substation at no cost to the Sheriff as required as part of its Mitigation Monitoring and Reporting Program (MMRP) to comply with the California Environmental Quality Act (CEQA). The MMRP required the Landlord to provide a new facility for the shared use of the Sheriff and the Universal CityWalk's corporate security. The Landlord presented the site to the Sheriff and the Sheriff determined the site meets their operational requirements. We recommend the Premises as the most suitable to meet the County's space requirements.

**E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria**

The proposed lease will provide adequate and efficient office space for approximately 31 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

LEASE AND AGREEMENT  
(Sheriff's Substation)

THIS LEASE AND AGREEMENT (this "Lease") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") by and between UNIVERSAL STUDIOS LLC, a Delaware limited liability company (hereinafter referred to as "Universal"), and the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "County").

**1. DESCRIPTION OF PREMISES**

Universal, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by County, upon the following terms and conditions, hereby leases to County, and County does hereby lease from Universal, those certain premises located within 100 Universal City Plaza, Building 7572 (the "Building"), Universal City, in the County of Los Angeles, State of California, as shown on Exhibit "A" as "LASD Priority", "LASD Restricted", and "LASD Exclusive" (the "Premises"). County and Universal acknowledge and agree that (a) for the avoidance of doubt, the Premises do not include the areas noted as "NBCU Exclusive" on Exhibit "A" (the "Universal Exclusive Space"); (b) the areas within the Building noted as "NBCU/LASD Shared" on Exhibit "A" constitute a part of the Common Areas (as hereinafter defined) used by both County and Universal; and (c) the areas within the Building noted as "LASD Priority" on Exhibit "A", and their respective appurtenant areas, while part of the Premises also constitute shared space for use by both County and Universal (the "Shared Space"), provided that County shall have a priority right to use the Shared Space and provided, further, that County shall permit Universal to use the Shared Space upon Universal's request so long as County is not using the requested Shared Space during the requested time. In conjunction with the Premises, County shall have exclusive use of the secured parking lot (the "Secured Lot"), as designated on Exhibit "B". Additionally, County shall have the non-exclusive right to use all areas and facilities outside the Premises in the immediate vicinity of the Building that are provided and designated by Universal from time to time for the general non-exclusive use by Universal, County, other occupants of the Building, and their respective employees, suppliers, shippers, customers, contractors and invitees, including, without limitation, the guest parking area, walkways, and landscaped areas (collectively, the "Common Areas").

**2. TERM**

The term of this Lease (the "Term") shall commence on the first day of the first calendar month following approval of this Lease by the Board of Supervisors (as defined below) and full execution of the Lease by both parties (the "Commencement Date") and terminate on April 30, 2038, subject to earlier termination as provided herein. County acknowledges and agrees that Universal shall have the right to use the Shared Space, and otherwise access the Premises for general maintenance purposes, until County takes possession thereof, which delivery of possession shall not occur until the later of (i) the Commencement Date, and (ii) the date the Board of State and Community Corrections ("BSCC") inspects and approves use of the areas designated as "LASD Restricted" (the "Possession Date"). County shall have access to the Premises after the Commencement Date but prior to the Possession Date for the sole purpose of installing any necessary network equipment. Such access shall be coordinated with Universal and be subject to the terms and conditions of this Lease. If the Possession Date does not occur within six (6) months of the Commencement Date, then Universal may terminate this Lease effective immediately upon written notice to County.

**3. RENT**

County shall have no obligation to pay rent during the Term.

**4. EARLY TERMINATION**

In the event that County ceases to be the law enforcement agency having primary authority over Universal City, Universal shall have the right to terminate this Lease at any time following such event by giving County One Hundred Eighty (180) days' prior written notice.

**5. HOLDOVER**

If County holds over beyond the end of the Term, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease, and shall not be a renewal or extension of the Term (beyond such month-to-month tenancy). Either party may, during the holdover, cancel and terminate this Lease by giving the other party at least ninety (90) days' prior written notice.

**6. USE**

The Premises, together with the appurtenances thereto belonging or in any way appertaining, shall be used by County only as a Los Angeles County Sheriff's Department substation and for no other purposes. County agrees it will not use the Premises for the detention of any person until a certificate of occupancy for the areas designated as "LASD Restricted" on Exhibit "A" and their respective appurtenant areas is obtained. County acknowledges and agrees that the Universal Exclusive Space is exclusive to Universal and County has no rights related thereto.

**7. COUNTY'S PROPERTY**

Universal agrees that County may remove, at County's own expense, during or at the expiration of the Term or other termination of this Lease, all equipment and all other personal property purchased by County and placed or installed in or upon the Premises ("County Personalty"). County agrees that County shall not remove from the Premises any of the equipment and personal property purchased by Universal and placed or installed in or upon the Premises, which equipment and personal property shall constitute "Universal Personalty".

**8. MAINTENANCE, TAXES AND UTILITIES**

Universal shall keep and maintain the Building in good condition, ordinary wear and tear excepted, and pay for all utilities, taxes and provide all repair and maintenance service, including, without limitation, custodial service, within the Premises, the Common Areas and the Shared Space, at Universal's sole cost and expense, subject to the following exceptions and provisos:

8.1 County shall be solely responsible for all maintenance service (including, without limitation, custodial service) and repair of the "areas noted as "LASD Restricted" on Exhibit "A" and Universal shall have no responsibility for maintaining or repairing such areas except that Universal shall maintain, repair and, as necessary, replace the code signage, exit signs and fire extinguishers subject to obtaining access to such areas from County.

8.2 County shall be solely responsible to obtain and pay for its telecommunications

and internet services.

- 8.3 County shall be solely responsible to maintain, repair and, as necessary, replace the generator serving the Premises.
- 8.4 County shall be solely responsible to maintain, repair and, as necessary, replace the permanent lock cylinders and the low voltage cabling and conduit located within the Premises.
- 8.5 County shall be solely responsible to procure (to the extent not already provided as of the Commencement Date), maintain, repair and, as necessary, replace its security and surveillance, radio, and intercom systems and equipment.
- 8.6 County shall be solely responsible (subject to applicable manufacturer's warranties) to maintain, repair and, as necessary, replace all of the other County Personalty and Universal Personalty. County acknowledges and agrees that if it needs to repair any Universal Personalty, such Universal Personalty shall remain Universal Personalty. If County needs to replace any Universal Personalty, such replacement shall be County Personalty, provided that if Universal in its sole discretion elects to replace any Universal Personalty, then such replacement shall be Universal Personalty.
- 8.7 County shall be solely responsible to maintain, repair and, as necessary, replace the access control(s) for the Secured Lot. For the avoidance of doubt, Universal shall maintain the electric vehicle chargers located on the public lot outside of the Building and County's employees and guests shall have the right to use such electric vehicle chargers subject to payment for charging at the rate charged to Universal's employees. Subject to Universal's prior written consent and otherwise in accordance with Section 9 below, the County, at its sole expense, shall have the right to replace and/or install its own electric vehicle chargers on the Secured Lot and install a sub-meter to monitor and reimburse the Universal for its utility usage.
- 8.8 County shall cooperate with Universal in Universal's efforts to ensure that the property taxes with respect to the Premises are properly assessed.
- 8.9 If County or any person at the Premises as a result of County's use of the Premises causes damage to any one or more of the Premises, the Secured Lot, the Shared Space, the Common Areas, the Building structure or the Building systems, County shall reimburse Universal the cost of repairing such damage, within thirty (30) days of Universal submitting an invoice(s) evidencing the cost of such repair to County.

## **9. ALTERATIONS OR RENOVATION**

County shall not make any modifications, improvements, additions, renovations or alterations (collectively, "Alterations") to the Premises or add any signage anywhere on the exterior of the Building or on the property on which the Building is located, in each case, without Universal's prior written consent, which Universal may grant or withhold in its sole discretion; provided that, the foregoing notwithstanding, (a) County may make non-structural Alterations to the interior of the Premises (excluding the roof) without Universal's prior written consent but with prior written notice to Universal, as long as such non-structural Alterations (i) are not visible from the outside of the Premises, (ii) do not involve puncturing, relocating or removing the roof or any existing walls, (iii)

will not affect the electrical, plumbing, HVAC and/or life safety systems, (iv) do not trigger the requirement for additional modifications and/or improvements to the Premises or the Building in order to comply with law (including, without limitation, accessibility laws), and (v) the cost of any such Alteration does not exceed Ten Thousand Dollars (\$10,000) individually and the cumulative cost of such Alterations does not exceed Fifty Thousand (\$50,000) in any twelve-month period, and (b) if any Alteration is required to cause the Premises to comply with applicable Federal, state or local laws regarding law enforcement facilities (such as, for example, laws regarding holding cells), Universal shall not unreasonably withhold, delay or condition its consent to such Alteration. All signage and any Alterations which require Universal's consent shall be presented to Universal in written form with detailed plans and consent shall be conditioned upon County's (i) acquiring all applicable governmental permits, (ii) furnishing Universal with copies of the permits and the final construction plans and specifications, all prior to commencing the constructions of the Alterations, (iii) compliance with all conditions of said permits and all other applicable laws, and (iv) upon Universal's request, providing payment and performance bonds in the amount of 150% of the estimated cost of the Alterations or signage, as applicable. Within thirty (30) days after completion of any Alterations, County shall deliver to Universal the as-built plans and specifications for such Alterations.

County shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for County at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building or any interest therein. County shall give Universal not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises, and Universal shall have the right to post notices of non-responsibility. If County shall contest the validity of any such lien, claim or demand, then County shall, at its sole expense, defend and protect itself, Universal and the Building against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Universal shall require, County shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Universal against liability for the same.

**10. PARKING SPACES**

Universal shall provide the Secured Lot for County's exclusive use during the Term.

**11. ACCESS**

Universal shall have free access to the Premises for any reasonable purpose, including, without limitation, inspection and maintenance or repair, provided when accessing the areas designated as "LASD Restricted" and "LASD Exclusive" on Exhibit "A", Universal shall provide at least forty-eight (48) hours prior written notice (which may be via email), and Universal and its vendors and contractors shall at all times be accompanied by a member of County's staff (except in the case of an emergency where a member of County's staff is not immediately available). Notwithstanding the foregoing or any language to the contrary contained within this Lease, all Universal vendors and contractors accessing the areas designated as "LASD Restricted" and "LASD Exclusive" on Exhibit "A" unaccompanied by a member of County's staff (except in the case of an emergency where a member of County's staff is not immediately available) shall be required to go through the Sheriff's background check process, which requires, but is not limited to, an interview, completion of forms/documentation, submittal of personal identification. Universal shall not be held liable for failing to timely perform its obligations under this Lease to the extent such delay is caused by the Sheriff's background check process. With respect to any background checks performed by or on behalf of County, County represents and warrants that County and its vendors

shall (i) only use data collected for the purpose of (a) determining eligibility to have access to the areas designated as "LASD Restricted" and "LASD Exclusive" on Exhibit "A", and (b) as otherwise required by law, (ii) restrict access to background check data to only those employees that have a need to know, and (iii) only retain background check data as required by law.

**12. SURRENDER OF DEMISED PREMISES**

Upon expiration or termination of this Lease, County shall surrender the Premises and remove from the Premises all of County's personnel and County Personalty and repair any damage resulting from such removal and leave the Premises and the Universal Personalty in substantially as good condition as when County took possession of the Premises, except for reasonable wear and tear. County shall not remove any Universal Personalty without the prior written consent of Universal.

**13. INSURANCE**

Commencing on the Effective Date and at all times during the Term, County shall maintain a program of insurance coverage as described below.

- 13.1 Commercial general liability insurance (and/or excess umbrella liability) written on an occurrence form with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence in the aggregate on a per location basis. Said policy must be written on the current ISO Commercial Liability occurrence form or broader, with no additional exclusions, and must include:
  - primary, not contributing coverage
  - blanket contractual liability
  - property damage
  - personal/advertising injury
- 13.2 Statutory workers' compensation, including employer's liability insurance, with a limit of not less than One Million Dollars (\$1,000,000) per accident.
- 13.3 Automobile liability insurance written on an occurrence form with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence covering for all owned, non-owned and hired vehicles.
- 13.4 Business interruption insurance covering County's anticipated continuing expenses (including Rent) for a period of at least twelve (12) months.
- 13.5 In the event that County will store, use, or otherwise introduce potential hazardous or toxic materials (including but not limited to pollutants such as solvents, cleaners, particulates, cooking oils, or hydraulic fluids) onto the Premises, County will first obtain Universal's written consent and County shall maintain pollution liability insurance with a limit not less than Five Million Dollars (\$5,000,000).
- 13.6 Universal may by notice to County given from time to time require additional types and/or higher limits of insurance coverage as Universal may reasonably specify as being appropriate that are commonly insured against in the case of business operations similar to those contemplated by this Lease.

County may cause any of the policies which it maintains to carry such deductibles as are commercially reasonable, which deductibles shall be disclosed to Universal and shall be subject to Universal's approval, which approval shall not be unreasonably withheld. County shall be responsible for the payment of any and all deductibles or self-insured retentions included in County's insurance policies. Insurance required herein shall be by companies licensed to do business in California and maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide". Each of County's liability insurance policies shall contain an endorsement naming Universal as an additional insured under such policy. County shall cause its liability insurance carriers to waive any right to subrogation that such carriers may have against Universal and such additional individuals or entities as Universal may from time to time designate.

No such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to Universal. County shall, at least ten (10) days prior to the expiration of such policies, furnish Universal with evidence of renewals or "insurance binders" evidencing renewal thereof. Such policies shall be for a term of at least one year, or the length of the remaining Term of this Lease, whichever is less.

Notwithstanding the foregoing or any language to the contrary contained within this Lease, the County at its sole option, may satisfy all or any part of the above insurance requirements through use of a program of self-insurance. County agrees to deliver to Universal upon execution of this Lease, original certificates of insurance evidencing the insurance coverages herein specified and/or a letter evidencing any self-funding satisfying those coverages.

#### **14. INDEMNIFICATION: LIMITATION OF LIABILITY**

14.1 County agrees to indemnify, defend, and hold harmless the Premises, Universal, its parent and subsidiary entities, and each of their respective officers, members, employees and agents (collectively, the "Indemnified Parties") from and against any and all liabilities, expenses (including, without limitation, defense costs and legal fees), claims, damages, liens, judgments and/or penalties (collectively, "Claims"), of any nature whatsoever, arising from, involving or connected with (a) County's use or occupancy of the Premises, the Secured Lot, the Common Areas and/or the Shared Space or (b) County's breach of this Lease. If any action or proceeding is brought against any one or more of the Indemnified Parties by reason of any of the foregoing matters, County shall upon notice defend the same at County's expense by counsel reasonably satisfactory to Universal and the Indemnified Parties shall cooperate with County in such defense. An Indemnified Party need not have first paid any such Claim in order to be defended or indemnified. This indemnification shall not apply where the Claim results solely from the gross negligence or willful misconduct of an Indemnified Party. The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

14.2 Each party to this Lease acknowledges and agrees that exemplary or punitive damages shall not be recoverable under any circumstance for any claim arising from or relating to the Lease. County further acknowledges and agrees that its sole remedy for any breach of this Lease by Universal shall be monetary damages (i.e., the recovery of actual damages caused by that breach (if any)), which shall be limited solely to Universal's interest in the Building.



**15. AS-IS**

Universal endeavors to maintain its property and facilities in good and safe operating condition and repair, but Universal has not made and does not make, and specifically disclaims, any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning or regarding the Premises or the Building or any portion thereof in any respect. By its execution of this Lease, County acknowledges, represents and agrees that it has accepted the Premises on an as-is, where-is basis and that the Premises are satisfactory to it. Universal shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of service to the Premises or the Common Areas of utilities, networks, or of any heating, air-conditioning or other building system. Notwithstanding any of the foregoing, County shall not be deemed to have accepted the Premises on an as-is, where-is basis and that the Premises are satisfactory to it, until such time as the BSCC inspects and approves use of the areas designated as "LASD Restricted."

**16. OBSERVATION OF RULES, REGULATIONS AND LAWS**

- 16.1 County agrees that County's action and conduct and use of the Premises will not violate the rules, regulations, laws, or ordinances of any Federal, state or local governmental agencies with jurisdiction over the Premises or County's activities or County's use of the Premises, including, without limitation, any state or Federal environmental, occupation safety and health acts, and the Universal Studios Specific Plan (County Code Section 22.46.2000 et seq.) to which the Building and Premises are subject.
- 16.2 County shall not permit any person or persons to enter or remain on the Premises, except in their capacity as employees, agents, representatives or invitees of County.
- 16.3 County shall ensure that it appropriately staffs the Premises at any time that individuals are being detained.

**17. DEFAULT**

17.1 County Default.

- (a) The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by County ("Default"):
  - (i) the failure by County to pay when due any sum required to be paid hereunder (except to the extent an offset is expressly permitted hereunder), where such failure continues for a period of ten (10) days after written notice to County;
  - (ii) the failure by County to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure continues for a period of thirty (30) days after written notice from Universal specifying in detail the nature of the failure; provided, however, if more than thirty (30) days are reasonably required for its cure then County shall not be deemed to be in Default if County commences such cure within said thirty (30)-day period and

thereafter diligently prosecutes such cure to completion.

- (b) County agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Universal to terminate this Lease immediately upon the giving of written notice to County. In addition thereto, Universal shall have such other rights or remedies as may be provided by law or in equity.
- (c) Nothing in this Section shall be deemed to affect either Universal or County's right to indemnification under any indemnification clause or clauses set forth in this Lease.

17.2 Universal Default. If Universal shall fail to observe or perform any of the covenants, conditions or provisions of this Lease, and such failure shall continue for a period of thirty (30) days after written notice from County specifying in detail the nature of the default (provided, however, if more than thirty (30) days are reasonably required for its cure then Universal shall not be deemed to be in default if Universal commences such cure within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion), then Universal shall be liable to County for damages sustained by County as a result of Universal's breach, exclusive of consequential, special, punitive or indirect damages and subject to any other limitations set forth herein.

**18. INTERRUPTION: FORCE MAJEURE**

The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities (federal, state or local) other than County, unavailability of power, transportation, materials, or for any other reason beyond the reasonable control of such party, shall not be deemed a breach of this Lease. In any such event, such compliance shall be postponed for a period not longer than the aggregate periods of such contingencies. If any such contingency shall continue for more than sixty (60) days, either Universal or County shall have the right to terminate this Lease by giving written notice of such termination to the other party.

**19. NON-WAIVER OF BREACH**

A waiver by either Universal or County of any of the terms and conditions of this Lease, in any one instance, shall not be deemed or construed to be a waiver of such terms or conditions for the future, or any subsequent breach thereof.

**20. NOTICES**

All notices to be given hereunder shall be in writing and given by either Universal or County by prepaid certified or registered mail (return receipt requested), or by nationally recognized overnight courier, or by personal delivery to the following:

Universal: Universal Studios LLC  
100 Universal City Plaza  
Building 5511/6  
Universal City, CA 91608-1002  
Attention: Senior Vice President, Legal and Business Affairs

County: County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

With a copy to: County of Los Angeles  
Office of the County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 648  
Los Angeles, CA 90012-2713  
Attention: Property Division

Any notice shall be deemed given at the time of delivery (or when delivery is refused). Either party may change its said address by written notice to the other in accordance with the provisions of this paragraph.

21. **RELATIONSHIP OF PARTIES**

Nothing herein contained shall be construed as creating the relationship of joint venturers, principal and agent or employer and employee between Universal and County.

22. **ASSIGNMENT**

County shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "Assign") this Lease to anyone or sublet all or any part of County's interest in this Lease or in the Premises to anyone, in any case without Universal's prior written consent, which Universal may grant or withheld in Universal's sole discretion. If County Assigns this Lease or sublets its interest in this Lease or in the Premises without Universal's prior written consent, Universal may, at Universal's election, treat such breach of this Lease as a curable default subject to Section 17 above or as a non-curable default allowing Universal's to terminate this Lease and to exercise its other remedies at law or in equity. Subject to the foregoing, this Lease and its terms and conditions shall be binding upon and shall inure to the benefit of the successors in interest to the parties hereto to the extent permitted by applicable law.

23. **GOVERNING LAW**

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

24. **SEPARABILITY**

A provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

25. **HEADINGS**

The headings of the Sections of this Lease are for the guidance of the reader only, and they shall not be deemed controlling in construing the contents of the respective paragraphs and subparagraphs.

26. **AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind County to the terms included herein. Universal understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Universal may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for County Alterations or other project costs of Universal which are subject to reimbursement by County. County shall not reimburse Universal for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of County hereunder which does not have the effect of increasing financial obligations of County under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual who executes this Lease on behalf of either party hereto expressly represents and warrants that he/she has full and complete authority to do so, knowing the other party intends to rely solely thereon.

27. **ENTIRE AGREEMENT**

This Lease shall be construed in accordance with the laws of the State of California. No provision hereof may be waived or modified except by a writing signed by both parties. This Lease represents the entire understanding of the parties and supersedes all prior written or oral agreements between them with respect to this matter.

28. **ACCESSIBILITY**

The Premises have undergone an inspection by a Certified Access Specialist (CASp). County acknowledges that it received a copy of the inspection report at least forty-eight (48) hours prior to executing this Lease and agrees to keep such report confidential. Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon the specific use of the Premises, Universal makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation.

29. **DAMAGE AND DESTRUCTION**

In the event that the Premises are damaged or destroyed to the extent of twenty-five percent (25%) or more of the physical area or the value of the Premises, unless caused by a willful or negligent act of County (in which event County shall make the repairs at County's expense), Universal may either (a) repair the damage as promptly as reasonably possible at Universal's expense, in which case this Lease shall continue in full force and effect or (b) terminate this Lease by giving written notice to County within thirty (30) days after Universal determines the scope of the damage, which termination shall be effective thirty (30) days following the date of such notice.

30. **CONDEMNATION**

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty-five percent (25%) of the Premises is taken by Condemnation, either of County or Universal may, at its option, to be exercised in writing prior to the condemning authority taking possession, terminate this Lease as of the date the condemning authority takes such possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Condemnation awards and/or payments shall be the property of Universal, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that County shall be entitled to any compensation paid by the condemner for County's relocation expenses and loss of County Personality affixed to the Premises, without regard to whether or not this Lease is terminated pursuant to the provisions of this paragraph. In the event that this Lease is not terminated by reason of the Condemnation, Universal shall repair any damage to the Premises caused by such Condemnation.

31. **QUIET ENJOYMENT**

Universal agrees that so long as County is not in Default under this Lease, Universal shall not interfere with County's quiet possession and enjoyment of the Premises during the Term of this Lease, subject to Universal's rights and obligations with respect to the Premises and the other terms and conditions under this Lease.

32. **COMMUNITY BUSINESS ENTERPRISE**

Universal will complete and deliver to County concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit "D" attached hereto.

33. **CONSIDERATION OF GAIN PROGRAM PARTICIPANTS**

Should Universal require additional or replacement personnel that regularly service the Premises after the Commencement Date, Universal shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Universal's minimum qualifications for the open position. The County will refer GAIN participants by job category to Universal. Universal's failure to comply with this Section 33 shall not be considered a default under this Lease nor shall Universal incur any liability as a result thereof.

34. **SOLICITATION OF CONSIDERATION**

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer 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 procurement, negotiation, consummation, administration or management of a lease.

Universal will immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's

Employee Fraud Hotline at (800) 544-6861.

Universal hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Universal hereby agrees that if it violates any of the terms of this Section, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

*[Signature Page Follows]*

Exhibit A  
(attached)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day, month and year first written above.

UNIVERSAL STUDIOS LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
DocuSigned by:  
42BA5217A0824C6...  
Scott Strobl  
EVP and General Manager

COUNTY

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

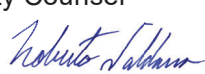
ATTEST:

DEAN C. LOGAN  
Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel






By:  \_\_\_\_\_  
Roberto Saldana  
2024.09.03 08:50:41  
-07'00'

Senior Deputy





**LEGEND**

-  NBCU/ LASD SHARED
-  NBCU EXCLUSIVE
-  LASD PRIORITY
-  LASD RESTRICTED
-  LASD EXCLUSIVE

1 FLOOR PLAN  
SCALE: 1/16" = 1'-0"

Exhibit B  
(attached)

HOA.104675515.5

EXHIBIT B

NBCUniversal:8640544v13



EXHIBIT C  
COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 2024, between County of Los Angeles, a body corporate and politic ("County"), and Universal Studios LLC, a Delaware limited liability company ("Universal"), whereby Universal leased to County and County leased from Universal certain premises in the building located at 100 Universal City Plaza, Building 7572, Universal City ("Premises"),

Universal and County hereby acknowledge as follow:

- 1) The Board of State and Community Corrections inspected and approved the use of the areas designated as "LASD Restricted" on \_\_\_\_\_.
- 2) Universal delivered possession of the Premises to County on \_\_\_\_\_ ("Possession Date");
- 3) County has accepted possession of the Premises and now occupies the same; and
- 4) The Lease commenced on \_\_\_\_\_ ("Commencement Date").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY OF LOS ANGELES,  
a body corporate and politic

Universal Studios LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT D**

**COMMUNITY BUSINESS ENTERPRISE FORM**

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

<b>I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)</b>						
1. Firm Name: _____			3. Contact Person/Telephone Number: _____			
2. Address: _____						
			4. Total number of employees in the firm: _____			
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						
<b>II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM</b>						
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____						
2. Total Number of Ownership/Partners, Etc.: _____			<b>III. MINORITY/WOMEN- OWNED FIRM CERTIFICATION</b>			
3. Provide the percentage of ownership in each category.	All Employees	Women	Is your firm currently certified as a minority owned business firm by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No  Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Black/African American					
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others			<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>  <input type="checkbox"/> We do not wish to provide the information required in this form.  Firm Name: _____ Signature/Title: _____ Date: _____			