Board of Supervisors

Hilda L. Solis First District Holly J. Mitchell Second District

Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: July 2, 2025 TIME: 2:00 p.m. – 4:00 p.m. MEETING CHAIR: Michelle Vega, 5th Supervisorial District CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

To participate in this meeting in-person, the meeting location is: Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 Room 374-A

To participate in this meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following 522268816# or <u>Click here to join the meeting</u>

Teams Meeting ID: 237 250 878 670 Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov.

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment. The meeting chair will determine the amount of time allowed for each item. THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. BOARD MOTION ITEM(S):

SD-5

 ADVANCING THE RESILENCE OF THE FILM AND TELEVISION INDUSTRY IN LA COUNTY

4. DISCUSSION ITEM(S):

A) Board Letter:

ADOPTION OF ORDINANCES AMENDING VARIOUS CHAPTERS OF TITLE 2 - ADMINISTRATION OF THE LOS ANGELES COUNTY CODE CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing

B) Board Letter:

HONOR RANCH DEVELOPMENT PROJECT AMENDMENT NO. 3 TO EXCLUSIVE NEGOTIATING AGREEMENT UNDEVELOPED LAND IN THE SANTA CLARITA VALLEY CEO/RE – Kristal Ghil, Senior Real Property Agent

C) Board Letter:

GRATIS LICENSE AGREEMENT WITH PEACE OFFICERS PROFESSIONAL ASSOCIATIONS FEDERAL CREDIT UNION OPERATING AUTOMATED TELLER MACHINE AT NORTH COUNTY CORRECTIONAL FACILITY CEO/RE – Michael G. Rodriguez, Section Chief, County-owned

D) Board Letter:

NOTICE OF INTENTION TO PURCHASE, PURCHASE AGREEMENT, ESTABLISH CAPITAL PROJECT, APPROPRIATION ADJUSTMENT, AND A GRATIS LICENSE 4680 SAN FERNANDO ROAD, GLENDALE, CA DEPARTMENT OF PUBLIC SOCIAL SERVICES CEO/RE – Helena Dedic, Manager, Asset Management Branch

5. PRESENTATION ITEM(S):

None.

6. ADJOURNMENT

UPCOMING ITEMS FOR JULY 9, 2025:

- A) AUTHORIZE THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS TO EMPLOY A RETIRED COUNTY EMPLOYEE ON A TEMPORARY BASIS DCBA - Alfred Beyruti, Administrative Deputy
- B) AUTHORIZATION TO PAY A ONE-TIME RATIFICATION BONUS OF \$5,000 TO REPRESENTED EMPLOYEES WHEN THE BARGAINING UNIT SUCCESSFULLY REACHES A COMPREHENSIVE TENTATIVE AGREEMENT AND SUBSEQUENTLY RATIFIES THE 2025-2028 SUCCESSOR MEMORANDUM OF UNDERSTANDING; AND PAY A RELATED BONUS TO NON-REPRESENTED EMPLOYEES CEO/LABOR - Leslie Rooney, Principal Analyst
- C) AUTHORIZATION TO AWARD AND EXECUTE SUBAWARD AGREEMENT FOR AREA AGENCY ON AGING CLIENT AND SERVICES MANAGEMENT SYSTEM AND RELATED SERVICES AD/CIO - Victoria Jump, Assistant Director Ivan Pacheco, Departmental Chief Information Officer and Mike Tsao, Administrative Deputy II
- D) AUTHORIZATION TO SEND DETERMINATION LETTERS TO SUCCESSOR AGENCIES OF THE CITIES OF WHITTIER AND LA VERNE REGARDING JURISDICTION BY CONSOLIDATED OVERSIGHT BOARDS EO/BOS - Cesar Hernandez, Administrative Services Manager I and Adela Guzman, Head, Commission Services

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE OPERATIONS CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

MOTION BY SUPERVISORS KATHRYN BARGER AND LINDSEY P. HORVATH

July 15, 2025

ADVANCING THE RESILENCE OF THE FILM AND TELEVISION INDUSTRY IN LA COUNTY

The Los Angeles County Film and Television Industry ("Industry") has long been the global leader in entertainment, supporting more than 100,000 jobs and 10,000 entertainment businesses. It is home to seven major film studios, numerous prestigious film schools, and small independent film companies. The County has many competitive advantages over other markets, principally its deep well of talent and developed Industry infrastructure. The County's varied and stunning topography and year-round clement weather offer excellent natural filming opportunities and conditions. Moreover, Los Angeles itself is the consummate talent in that it can resemble many other places around the globe. Many Industry professionals call the County home and prefer to film here given the choice.

However, in recent years, the Industry has been hit with multiple devastating economic disruptions, such as the COVID-19 pandemic and the 2023 double Hollywood strikes. The strikes created an estimated economic loss of approximately \$4 and \$6 billion respectively. According to the 2025 Otis College Report on the Creative Economy, only 26% of the jobs lost during the strikes have been recovered and production levels continue to decline. The number of overall film, television, and commercial shoot days in Los Angeles County was down by 42% in 2024 compared to 2022. During the past year, the State's creative economy shed approximately 6,700 jobs, shrinking by about 0.9%. This was not helped by the fact that California's overall economy has added relatively few jobs in the past year, increasing by just 0.3%. In comparison, employment expanded by 0.9% across the nation's entire economy.

-MORE-

MOTION SOLIS MITCHELL HORVATH HAHN BARGER

FilmLA, the County's contractor responsible for coordinating filming and photography permits, recently reported that 2024 was the second slowest year in 30 years for onlocation filming in Greater Los Angeles. Television production has declined by close to 60% since 2022 in Los Angeles County.

Compounding the Industry's challenges in recent years, the devastating Palisades and Eaton Canyon wildfires have further exasperated the Industry's recovery which has displaced Industry workers, damaged critical infrastructure, and disrupted planned shoots, leading to further delays and cancellations. The destruction of iconic filming locations, complete destruction of business districts, and the economic toll on local businesses have only added to the Industry's struggles.

On September 26, 2023, the Board passed the "*Long Term Supports for the Film Industry*" motion directing the Director of Economic Opportunity (DEO), in consultation with FilmLA, to report back in 12 months on a number of strategies to support the Industry.

The report back, entitled "Strategies to Advance the <u>Resilience of the Film and</u> <u>Television Industry in Los Angeles</u>", was delivered to the Board in March 2025. The report includes program and policy strategy recommendations to incentivize new and continued Industry production. Some of these recommendations include identifying new revenue streams and creating incentive packages, reducing regulatory barriers, revising departmental film policies, creating shared production space and an Evergreen Fund.

The economic realities facing the Industry such as increased costs, reduction in local production due to Covid and the dual strikes, and general difficulty in filming in the Los Angeles area underscores the timeliness of County consideration of these recommendations to support our region's flagship Industry. The report underscores the Industry's economic impact on our region, which includes \$100.6 billion in economic output within the County. Of that, \$62.9 billion represented direct spending related to the Industry, while \$37.7 billion represented secondary spending by businesses and workers upstream in the supply chain. In addition, the California Production Coalition reported that the average location shoot adds \$670,000 and 1,500 jobs a day to a local economy.

-MORE-

Given the importance of the Industry to the region and state, it is vital that we ensure that County institutes policies that appropriately balance the needs of the Industry with other community needs. Streamlining processes, reducing unnecessary government red tape, and modernizing our contracting and approval processes will help retain filming in the County. According to stakeholder interviews conducted by Beacon Economics, high public safety costs and departmental bureaucracy are becoming a significant burden for film productions in the County. The rates for fire safety and police are higher than in other jurisdictions, which has contributed to reduced filming in the region. Further clarifying the criteria for when a fire safety advisor or fire safety officers are required on set, along with establishing more sensible policies that ensure fire safety on set, will ensure transparency regarding when and why a fire safety officer or advisor is needed.

Additionally, the length of time needed for the Los Angeles Sheriff's Department (LASD) to execute a private entity contract with wet signatures before a deputy can be hired for a shoot can take 10 days or more to execute. This length of time is costly for film and television productions. Under the "Digital and Streamlined Auditing and Contracting for LA County" motion, passed on September 29, 2020, the Board directed all board departments to move towards eliminating paper-based systems in favor of electronic options. Reducing the time needed to sign a paper-based contract will ensure LASD is in alignment with Board directives.

Protections of environmental and ecological areas are an important goal for the County, but the updated Significant Ecological Areas (SEA) ordinance in 2020 have now made filming in these areas more difficult. Any filming within these areas requires a Department of Regional Planning biological review and are now restricted if determined to impact a biological resource even though some areas have previously been utilized for filming. County beaches are also subject to California Coastal Commission approval. Neighboring counties with less regulations are seeing more filming, and it's important for the County to be as competitive as possible. Reviewing environmental regulations at the County, we can ensure we remain a desirable location for productions without compromising environmental standards.

Several ideas warrant additional research and information to better identify the costs, benefits, and effectiveness of policies, including sales tax exemption, a County refund program, funding an Evergreen Fund and a production soundstage. An evergreen fund is a strategic financial mechanism designed to provide ongoing, sustainable funding for specific initiatives. The fund would be structured to replenish its capital over time, allowing for continuous reinvestment. This type of fund would be a public-private endeavor, utilizing grants if possible and dedicated to funding innovative technology start-ups in the film and television production industry.

The motion picture and video industry contribute substantially to the tax bases of the County and State tax revenues in California. Industry related spending in 2022 generated an estimated \$516.2 million in tax revenues for the County, including \$460.7 million in property taxes, \$26.3 million in sales taxes, and \$29.2 million in other taxes and fees, such as special assessments. Financial incentives for the industry may be net beneficial if it increases film production.

WE, THEREFORE, MOVE that the Board of Supervisors direct the LA County Department of Economic Opportunity (DEO) and its LA County Film Office, in collaboration with the County departments listed below, to report back in writing in 120 days with progress made to:

- Partner with CEO, Department of Regional Planning (DRP), LA County Fire Department (Fire Department), Department of Public Works (DPW), Department of Parks and Recreation, and Sheriff Department (LASD) to review existing film permitting policies, fees, procedures, and regulations and to identify any areas that can be reduced, streamlined, or eliminated to improve permitting for productions. The report back should include recommendations for enhancements and changes to film permitting policies, procedures, and zoning regulations as well as comparison to other competing states such as Georgia, New York, New Jersey and Texas.
- 2. Work with the LASD and County Counsel to encourage usage of electronic signatures to reduce the approval time of private entity contracts required to hire LASD Deputies from approximately 10 days down to no more than seven days and to establish a plan to further reduce the approval time.
- 3. Collaborate with the Fire Department to clarify and simplify the criteria for when a Fire Safety Officer or Fire Safety Advisor is required on set in local film, TV, and theatrical productions, and clearly communicate the process to Industry stakeholders.

WE, FURTHER MOVE, that DEO and its LA County Film Office report back in writing in 120 days on the feasibility of the following proposed strategies that may require additional funding and capacity for full execution:

 Consult with the Center for Strategic Partnerships and Department of Arts and Culture, to explore potential funding partners to launch the recommended pilot \$80 - \$100 million public-private Evergreen Fund with a focus on new Industry technology start-ups in the film and television industry. The examination would include refining the purpose and structure of the Fund, assessing potential industry and workforce impacts of options, identifying any possible funding sources such as State, Federal, and public private partnerships, investment criteria, organizational and management structure of the Evergreen Fund and oversight criteria.

- 2. Consult with the CEO-Real Estate Branch, Department of Arts & Culture, and appropriate local film schools and industry leaders regarding the development of a new technology-based production facility that provides commercial production space and also serves as a training environment for new industry workers to gain experience, access to shared production space, and hours. The analysis should review any available vacant or underutilized land or physical properties that may be viable for the development of such a facility. The report should assess strategic opportunities to be a leader in particular technology, projected costs to build, potential scope, operating model, revenue models, and eligibility criteria for potential tenants.
- 3. Consult with Film LA to identify Unincorporated Areas of Los Angeles County that are highly filmed, then develop strategy to bring awareness and education to those communities about the positive impact of filming on local economies and neighborhoods.

WE, FURTHER, MOVE, that CEO-Legislative Affairs and Intergovernmental Relations continue advocacy in support of keeping film and television production in LA County and explore legislation or policies that could provide a sales tax exemption for entertainment production companies filming in the State of California.

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KB:mbjs

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	☐ Other
CLUSTER AGENDA REVIEW DATE	7/2/2025		
BOARD MEETING DATE	7/29/2025		
SUPERVISORIAL DISTRICT AFFECTED	All 1 st	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	Chief Executive Office		
SUBJECT	Proposed ordinances ar Angeles County Code	nending various sections of Title 2 - Adr	ninistration - of the Los
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	lf Yes, please explain w	hy:	
SB 1439 SUPPLEMENTAL DECLARATION FORM	🗌 Yes 🛛 No – I	Not Applicable	
REVIEW COMPLETED BY		matter is subject to the Levine Act	
EXEC OFFICE	vour Board Letter.	Act@bos.lacounty.gov to avoid de	lays in scheduling
DEADLINES/		y Code, Section 2.08, Sections 2.08.159), 2.08.160, and
TIME CONSTRAINTS	2.08.161 provides for C	EO delegated authority which expires or	September 30, 2025.
COST & FUNDING	Total cost:	Funding source:	
	Not applicable Not applicable		
	TERMS (if applicable):		
		be no additional costs to the County resu s amending various Sections of Title 2 – de.	
PURPOSE OF REQUEST	The proposed actions will reset the five-year authorization and allow the Chief		
) to continue her delegated authority to e ase real property for \$75,000 or less. Th	
	will be September 30, 2	030.	•
BACKGROUND (include internal/external	Government Code Sections 25537 and 25350.60 allow the Board of Supervisors, by		
issues that may exist	enacting an ordinance, to delegate authority to county officers to execute leases and licenses not exceeding ten (10) years and having a rental value of not more than ten		
including any related	thousand dollars (\$10,000) per month, or to approve and accept the acquisition of		
motions)	interest in real property wherein the purchase price does not exceed \$75,000. This authority under both statutes expires after five years unless renewed by the Board.		
EQUITY INDEX OR LENS	Yes No		
WAS UTILIZED	If Yes, please explain how:		
SUPPORTS ONE OF THE	☐ Yes ☐ No If Yes, please state which one(s) and explain how:		
NINE BOARD PRIORITIES	in res, please state whit	n one(s) and explain now:	
DEPARTMENTAL	Alexandra Nguyen-Rive	ra, Section Chief Leasing, CEO- Real E	state Division, 213-974-
CONTACTS	4189, arivera@ceo.laco		

BOARD OF SUPERVISORS Hilda L. Solis First District Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration500 West Temple Street, Room 713, Los Angeles, CA 90012(213) 974-1101ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

July 29, 2025

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

Dear Supervisors:

ADOPTION OF ORDINANCES AMENDING VARIOUS CHAPTERS OF TITLE 2 - ADMINISTRATION OF THE LOS ANGELES COUNTY CODE (ALL DISTRICTS) (3 VOTES)

SUBJECT

Adoption of ordinances amending various chapters of Title 2 - Administration of the Los Angeles County (County) Code.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the recommended actions, which amend the ordinances, are not a project pursuant to the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the records of the proposed activities.
- Approve for introduction an ordinance to amend Chapter 2.08 of Title 2 -Administration of the County Code, Section 2.08, Sections 2.08.159, 2.08.160, and 2.08.161 (Enclosure), to authorize the Chief Executive Officer, to continue acting on behalf of the Board to lease, purchase, and license real property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Government Code Sections 25537 and 25350.60 allow the Board, by enacting an ordinance, to delegate authority to county officers to execute leases and licenses not exceeding ten years and having a rental value of not more than \$10,000 per month, or to approve and accept the acquisition of interest in real property wherein the purchase price does not exceed a specified dollar amount. This authority under both statutes expires after five years unless renewed by the Board.

On September 1, 2020, the Board adopted the amended ordinances of the County Code, Section 2.08, Sections 2.08.159, 2.08.160, and 2.08.161 and granted delegated authority to the Chief Executive Officer to lease, purchase and license real property as described in Government Code Sections 25537 and 25350.60. This authority expires on September 30, 2025. Approval of the recommended actions by the Board will reset the five-year authorization and allow the Chief Executive Officer to continue her delegated authority to lease, purchase, and license real property as described in Government Code Sections 2537 and 25350.60.

Pursuant to Section 2.08.166 of the County Code, to ensure that the Board remains informed, the Chief Executive Officer currently provides a quarterly report to the Board which details all the real estate agreements signed under the Chief Executive Officer's delegated authority. The Chief Executive Officer will continue to do the same.

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. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed ordinances will maintain current existing delegated authority to the Chief Executive Officer to sign minor leases, licenses and purchases thereby continuing operational efficiencies in providing real estate related services for County initiatives.

FISCAL IMPACT/FINANCING

There will be no additional costs to the County resulting from approval of the proposed ordinances amending various Chapters of Title 2 – Administration of the County Code.

The implementation of the proposed ordinances will continue to reduce time and administrative costs required to secure and provide minor real estate space for County departments and Board district offices resulting in overall cost savings to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying ordinance in the Enclosure amends various chapters of Title 2 – Administration of the County Code as follows:

- Chapter 2.08.159 is amended to continue the Chief Executive Officer's delegated authority to enter into real property leases not exceeding ten years and having a rental value of not more than \$10,000 per month for an additional five years.
- Chapter 2.08.160 is amended to continue the Chief Executive Officer's delegated authority to acquire real property where the purchase price does not exceed \$75,000 for an additional five years.
- Chapter 2.08.161 is amended to continue the Chief Executive Officer's delegated authority to issue permits and licenses permitting the use of County-owned real property or to enter into permits and licenses of real property to be used by the County for an additional five years.

These limits in term and dollar amount are consistent with the statutory limits found in the Government Code. This action will reset the five-year authorization to allow the Chief Executive Officer to continue her current delegated authority to lease, purchase and license real property.

ENVIRONMENTAL DOCUMENTATION

The proposed recommended actions do not constitute projects under CEQA. The proposed actions to amend and adopt ordinances do not meet the definition of a project according to Public Resources Code Section 21065 and Section 15378(a) of the State CEQA Guidelines (Guidelines) and are also excluded from the definition of a project under Section 15378(b)(4) and (5) of the Guidelines. Per these Guidelines, the actions will not include the creation of government funding mechanisms or other government fiscal activities, that will have any commitment to any specific project that may result in a potentially significant impact on the environment and are administrative activities of government that also do not result in direct or indirect physical changes in the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Adoption of the proposed ordinances amending various Chapters of Title 2 – Administration of the County Code will continue operational efficiencies and reduce time and costs required to provide minor real estate space for County departments and the Board offices.

Respectfully submitted,

FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:JTC JLC:HD:ANR:gb

Enclosures

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

ORDINANCE NO. _____

An ordinance amending Title 2 – Administration of the Los Angeles County Code, Sections 2.08.159, 2.08.160, and 2.08.161 related to leasing, purchasing, and licensing real property, by extending the authority granted to the Chief Executive Officer through September 30, 2030.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.08.159 is hereby amended to read as follows:

2.08.159 Minor Leases.

• • •

C. Expiration of Authority. The authority granted to the Chief Executive Officer, pursuant to this Section, shall be effective through and including September 30, 2025<u>30</u>, after which time it shall be deemed expired and of no further effect.

SECTION 2. Section 2.08.160 is hereby amended to read as follows:

2.08.160 Purchase of Real Property – \$75,000 or Less.

Pursuant to the authority granted by Government Code section 25350.60, the Chief Executive Officer is authorized to perform all acts necessary to approve and accept for the County the acquisition of any interest in real property where the purchase price for such interest does not exceed \$75,000, in accordance with the following specified procedures:

• • •

H. Expiration of Authority. The authority granted to the Chief Executive Officer, pursuant to this Section, shall be effective through and including September 30, 2025<u>30</u>, after which time it shall be deemed expired and of no further effect.

SECTION 3. Section 2.08.161 is hereby amended to read as follows:

2.08.161 Licenses and Permits – Issuance Conditions.

The Chief Executive Officer and, subject to the direction and control of the Chief Executive Officer, his/her designees within the department, may grant licenses or permits permitting the use of County-owned property by persons, firms, corporations, cities, districts, and public agencies, and may apply for and agree to pay for licenses or permits permitting the use of real property by the County, if:

• • •

C. Expiration of Authority. The authority granted to the Chief Executive Officer, pursuant to this Section, shall be effective through and including September 30, 2025<u>30</u>, after which time it shall be deemed expired and of no further effect.

[208159ACCC]

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ E	Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	7/2/2025		
BOARD MEETING DATE	7/29/2025		
SUPERVISORIAL DISTRICT AFFECTED	☐ AII ☐ 1 st ☐	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	CEO-RED		
SUBJECT		uthority to the Chief Executive Office at a County-Owned site in the Santa (
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	hy:	
SB 1439 SUPPLEMENTAL DECLARATION FORM	🛛 Yes 🗌 No – I	Not Applicable	
REVIEW COMPLETED BY		matter is subject to the Levine A	
EXEC OFFICE	your Board Letter.	Act@bos.lacounty.gov to avoid	delays in scheduling
DEADLINES/	Current term expires on	August 8, 2025.	
TIME CONSTRAINTS			
COST & FUNDING	Total cost: N/A	Funding source: N/A	
	TERMS (if applicable): The proposed term is 2 years, with no extension options.		
	Explanation:		
PURPOSE OF REQUEST	Amendment to an existing ENA at a County-owned site of undeveloped land located in the Santa Clarita Valley to continue pre-development activities for a term that is set to expire on August 8, 2025.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Board approved and authorized the Chief Executive Office to negotiate and execute an ENA with TC LA Industrial Development, Inc. for contemplation of an industrial business park in the Santa Clarita Valley. Due to the complexity and challenges of the site, the Developer needs a longer term to complete its pre- development activities, and its current term is set to expire on August 8, 2025. The amendment has a 2-year term with no extension options.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Kristal Ghil, Senior Real Property Ag CEO Real Estate Divisio 213-974-4453 KGhil@ceo.lacounty.go	n	

BOARD OF SUPERVISORS Hilda L. Solis First District Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration500 West Temple Street, Room 713, Los Angeles, CA 90012(213) 974-1101ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

July 29, 2025

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

Dear Supervisors:

HONOR RANCH DEVELOPMENT PROJECT AMENDMENT NO. 3 TO EXCLUSIVE NEGOTIATING AGREEMENT UNDEVELOPED LAND IN THE SANTA CLARITA VALLEY (FIFTH DISTRICT) (3 VOTES)

<u>SUBJECT</u>

Approval of, and delegation of authority to execute, an Amendment No. 3 (Amendment) to Exclusive Negotiating Agreement (ENA) with TC LA Industrial Development, Inc., a subsidiary of Trammell Crow Company (Developer) for the Honor Ranch Development Project (Honor Ranch) to be located on a County-owned property consisting of approximately 206 contiguous acres of undeveloped land, including portions of the following APNs: 2865-021-800, 2865-021-802, 2866-004-906, 2865-004-909, 2866-004-911, and 2866-004-912, located in unincorporated County in the Santa Clarita Valley, immediately adjacent to the I-5 freeway.

IT IS RECOMMENDED THAT THE BOARD:

- Find that the proposed Amendment is not subject to California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 because the action does not commit the County to a project and will not have the potential for causing a significant effect on the environment.
- 2. Approve and delegate authority to the Chief Executive Officer, or her designee, to execute, and if necessary, amend, extend, or terminate the ENA approved as to form by County Counsel with the Developer, for an initial term commencing on the effective date of the Amendment and terminating on August 8, 2027. Any extension of the term

beyond August 8, 2027, will require Board authorization.

3. Authorize the Director of Public Works, or his designee, in consultation with the Chief Executive Office (CEO), to manage the predevelopment phase of the proposed Honor Ranch Development project and take such actions necessary to effectuate the ENA, including collecting deposits and fees in connection with the terms of the ENA, and to administer the expenses and accounting associated with the ENA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 7, 2023, the Board authorized execution of this ENA with the Developer, who proposed a project that preliminarily contemplates a 1.8 million square foot mixeduse project that includes 1.5 million square feet of industrial business park, 250,000 square feet of life sciences offices, 55,000 square feet of retail, and required parking/circulation. This was in response to Public Works' release of a Request for Proposal for the highest and best use of the Honor Ranch Site that would achieve the County's primary objective of creating diverse job opportunities in the Santa Clarita valley.

Since the execution of the ENA on February 8, 2023, the Developer has met certain milestones such as conducting the title and survey; outreach with various agencies, stakeholders, and the community; a conceptual project site plan; and draft proformas and financial plans. Due to the complexity and challenges of the site, the ENA has been extended and amended to now terminate on August 8, 2025.

Additional time is necessary for the Developer to continue the pre-development phase of the proposed project including term sheet negotiations, financing discussions, entitlements, an initial study, publishing of a draft environmental impact report and final environmental impact report prior to the Board approval of CEQA, entitlements, and transaction documents.

During the term of this proposed Amendment, County will continue to not solicit or consider offers or proposals from other parties concerning the potential development of the property, and the parties will negotiate exclusively and in good faith regarding the proposed project.

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. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed Amendment is also consistent with the Strategic Asset Management Goal

of maximizing use of County space and achieving cost savings, and Key Objective No. 3, Optimize Real Estate Portfolio.

The proposed Amendment supports the above goals and objective by using vacant and undeveloped land to build an industrial business park which will generate revenue for the County, create jobs, and bring more business to the local community.

FISCAL IMPACT/FINANCING

The proposed Amendment will have no fiscal impact, as the Developer will provide funds for costs incurred by the County during the ENA period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the proposed Amendment and has approved it as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment is not subject to California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 because the action does not commit the County to a project and will not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Amendment will not impact any services.

Respectfully submitted,

FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:JTC JLC:HD:MGR:KG:gb

Enclosures

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

AMENDMENT NO. 3 TO EXCLUSIVE NEGOTIATING AGREEMENT HONOR RANCH DEVELOPMENT PROJECT

This Amendment No. 3 (this "Amendment No. 3") to Exclusive Negotiating Agreement is effective as of July ___, 2025 (the "Effective Date") by and between TC LA INDUSTRIAL DEVELOPMENT, INC., a Delaware corporation ("Developer") and the COUNTY OF LOS ANGELES, a body corporate and politic ("County"), each individually a "Party" and collectively the "Parties."

RECITALS

A. Developer and County are parties to that certain Exclusive Negotiating Agreement dated as of February 8, 2023 ("**Original ENA**") that certain Amendment No. 1 to Exclusive Negotiating Agreement dated as of August 8, 2024 ("**Amendment No. 1**"), and that certain Amendment No. 2 to Exclusive Negotiating Agreement dated as of February 3, 2025 ("**Amendment No. 2**"). The Original ENA as amended by Amendment No. 1 and Amendment No. 2 is hereinafter referred to as the "**Amended ENA**". Any capitalized terms used herein and not otherwise defined or modified in meaning hereunder shall have the meaning set forth in the Amended ENA. All references to Sections will be to such Sections in the Amended ENA, unless otherwise specified in this Amendment No. 3. Together, the Amended ENA, and the amendments thereto contained in this Amendment No. 3 are collectively, the "**ENA**."

B. Pursuant to Section 2.1 of the ENA, Developer elected to extend the Term for the first six-month extension period to August 8, 2024.

C. Pursuant to Section 2.1 of the ENA, Developer elected to extend the Term for the second six-month extension period to February 8, 2025.

D. Pursuant to Section 2.1 of the ENA, Developer elected to extend the Term for the third six-month extension period to August 8, 2025.

E. As of the Effective Date, Developer and County have finalized the Conceptual Plan and the Project Proforma and Financial Plan but Developer has not filed the Initial Study/Notice of Preparation, nor has Developer published an environmental impact report (EIR). Notwithstanding the foregoing, the Parties desire to amend the Amended ENA to (i) extend the Term to August 8, 2027, (ii) amend <u>Section 2.1</u> of the Amended ENA to reflect the extension of the Term to August 8, 2027 and as otherwise as set forth hereinbelow, and (iii) replace the Schedule of Performance attached to the Amended ENA as Exhibit B thereto with the schedule of performance attached to this Amendment No. 3 as Exhibit 1.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, which are incorporated herein by reference, and the mutual covenants and conditions contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

1. <u>**Term**</u>. Section 2.1 of the Amended ENA is hereby amended by deleting such Section in its entirety and replacing it with the following language:

2.1. <u>Term</u>. The term of this Agreement (the "**Term**") shall commence on the Effective Date and terminate on August 8, 2027 (the "**Expiration Date**"), unless this Agreement is terminated sooner as provided in <u>Section 2.2</u> or <u>Section 13.4</u>. Any extension of the Term beyond the Expiration Date will require Board authorization.

2. <u>Schedule of Performance</u>. The Schedule of Performance attached as <u>Exhibit B</u> to the Amended ENA is hereby deleted in its entirety and replaced with <u>Exhibit 1</u> attached hereto.

3. <u>No Other Amendments</u>. Except as expressly amended hereby, the Amended ENA remains in full effect and force as originally executed. All rights and obligations of the Parties under the Amended ENA that are not expressly amended by this Amendment shall remain unchanged by this Amendment.

4. <u>Counterparts</u>. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Signatures transmitted and received via electronic transmission (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date and year first set forth above.

COUNTY:

COUNTY OF LOS ANGELES, a body corporate and politic

a body corporate and politic

FESIA A. DAVENPORT

Chief Executive Officer

By:

John T. Cooke Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By:

Senior Deputy

DEVELOPER:

TC LA DEVELOPMENT, INC., a Delaware corporation

By:

amer

Gregory B. Ames, President

EXHIBIT 1 TO AMENDMENT NO. 3 TO EXCLUSIVE NEGOTIATING AGREEMENT

Exhibit B

Schedule of Performance

This Schedule of Performance represents the projected timeline for steps leading to the presentation of the Project Agreements to the Los Angeles County Board of Supervisors for approval, should the Parties proceed with the Transaction. This timeline may be amended by written consent of both Parties; provided, however, that failure to reasonably progress through the identified milestones may be cause for termination of the ENA.

Milestone #	Action	Timing	Status
1	a. Preliminary Title Report	Within 90 days after	Satisfied
	(PTR) and Survey.	Effective Date.	
	Developer to provide a		
	preliminary title report and		
	Survey.	Within 30 days after	
		delivery of Title	
	 b. Developer's Title 	Report or update or	
	Objections. Developer	amendment to Title	
	shall give written notice to	Report	
	County of Developer's Title		
	objections.	Within 480 days after	
		receipt of Developer's	
	c. Title Notification. County	notice of Developer's	
	shall notify Developer which	Title Objections	
	of Developer's Title	pursuant to Milestone	
	Objections County agrees to	#1b (Developer's Title	
	cure or remove prior to	Objections).	
	Close of Escrow in the event		
	the Parties proceed with the	Within (a) 30 days	
	Transaction.	after being notified of	
		County's election of	
	d. Developer's Election.	which of Developer's	
	Developer shall elect, by	Title Objections	
	written notice to County, to	County will agree to	
	either accept those	cure or remove prior	
	Developer Title Objections	to Close of Escrow, or	
	that County has elected not	(b) 30 days after Title	
	to cure or remove as	Notification Date, if	
	Permitted Exceptions or,	County fails to provide	
	alternatively, to terminate	Developer with the	
	this ENA by written notice to	notice.	
	County.		
2.	Development Feasibility	Within 180 days of	Satisfied
	Comments. Developer to provide	Effective Date. This	
	County with general feedback	shall toll for any	
	regarding overall physical feasibility	delays in processing	

			I
	of commercial development of the site following initial Developer due diligence. This analysis shall include feedback on Developer's findings relative to the constraints of development on the site and potential solutions or strategies for increasing the reasonably developable land area This will include estimated scope and cost of required offsite and onsite	Developer's consultants' ROEs.	
	improvements and any impact on financial viability as may reasonably be anticipated by Developer if possible. This will be followed by Milestone #8 (Draft Conceptual Site Plan) 30 days later, which is followed by Milestone #18 (Draft Pro Forma and Financials) 30 days after that.		Deficie
3	Agency Outreach. Developer to establish contact with Army Corps of Engineers, California Department of Fish & Wildlife, Regional Water Quality Control Board, and Southern California Edison to establish agency points of contact (POCs), and establish dialogue for coordination during planning and entitlement periods.	Within 90 days of Effective Date.	Satisfied
OUTREACH			
4	Draft Community Outreach Plan. Developer to provide County with a Draft Community Outreach Plan.	Within 60 days after Effective Date.	Satisfied
5	County Comments on Draft Community Outreach Plan. County to provide feedback, comments and/or approval of the Community Outreach Plan submitted by Developer. Community Outreach Plan will be only for the period prior to commencement of Entitlements in Milestone 14, as that shall be superseded by outreach plan specific to the requested entitlements.	Within 15 Days after receipt of the Community Outreach Plan.	Satisfied
6	Final Community Outreach Plan. Developer and County shall finalize the Community Outreach Plan.	Within 30 Days after receipt of the Draft	Satisfied

		Community Outreach	
7	Major Stakeholder / Initial Community Outreach. Developer to commence initial interactions with major stakeholders to help inform Conceptual Site Plan preparation, as approved by the County. (Note: intent is to have some input from stakeholders during due diligence period to help better inform the preparation of the Draft Conceptual Site Plan).	Plan comments. Following County approval of Milestone #6.	Satisfied
DESIGN			
8	Conceptual Site Plan. Developer to provide conceptual site plan for County review and comment. County to provide feedback, comments and/or approval of the Design Concept Plan submitted by Developer with the Proposal. Note: Delivery of Conceptual Site Plan to County described here as Milestone #8 shall be the Milestone activity to trigger Six Month Option #1 for Developer.	Within 30 days after delivery of Development Feasibility Comments pursuant to Milestone #2.	Satisfied
9	County Comments on Conceptual Site Plan. County to provide feedback on Developer's Conceptual Site Plan, relative to County's goals and objectives for the Project, and easily anticipated County concerns. This is not intended to be a technical review in advance of further.	Within 30 days of receipt of Conceptual Site Plan pursuant to Milestone #8.	Satisfied
10	Initial Revised/Updated Design Conceptual Site Plan: Developer shall submit a revised or updated Design Conceptual Site Plan as necessary to describe any revised scope, responsive to comments provided by County.	Initial revised/updated Design Concept Plan submitted within 30 days after receipt of County's comments pursuant to Milestone #9.	Satisfied
11	Final Design Conceptual Plan. The Parties shall work cooperatively to finalize the Design Conceptual Site Plan. The Final Design Conceptual Plan presented	Final Design Concept Plan to be agreed to by the Parties and presented to the Board, concurrent	Parties have finalized the Design Conceptual Site Plan.

	to the Board shall be deemed the Final Design Conceptual Plan.	with Milestone #13 and Milestone #22.	Agreed-upon Design Conceptual Site Plan to be presented to the Board.
ENTITLEMEN			
12	CEQA Timeline. Developer to provide an updated timeline for the CEQA process based on feedback from the lead CEQA agency.	Within 60 days after County has approved the Conceptual Plans pursuant to Milestone #10.	Satisfied.
13	County to Consider Term Extension. When Developer has provided an updated timeline for the CEQA process pursuant to Milestone #20, Developer and County will meet and confer regarding proposing an extension of the Term to the County Board if, at such time, the CEQA process is reasonably anticipated to take longer than the remaining Term to complete, which proposal would extend the Term to a date by which the CEQA process can reasonably be expected to be completed.	At Developer's written request, when Developer has provided an updated timeline for the CEQA process pursuant to Milestone #12.	
14	Entitlements. Developer shall submit a LA County Subdivision Pre-Application Counseling application ("PAC Application") with the County commencing the entitlements process with the County for entitlements needed to complete the applicable requirements of CEQA review and adoption of findings by the County, as the lead agency under CEQA. <i>Note: PAC Application described here as Milestone #14 shall be the Milestone activity to trigger Six Month Option #2 for Developer.</i> Developer shall submit an updated entitlement timeline to County based on feedback from the County regarding those entitlements needed to complete the applicable requirements of CEQA review and adoption of findings by the County, as the lead agency under CEQA,	Within 60 days following presentation of the Final Conceptual Site Plan and Term Sheet to the Board of Supervisors, from Milestone #11 & Milestone #22.	

	and other entitlements recessory to		
	and other entitlements necessary to		
	construct and operate the Project.		
15	Initial Study / Notice of	Within 180 days of	
	Preparation. Developer to deliver	Milestone #14	
	Initial Study / Notice of Preparation		
	to the County.		
16	Scoping Meeting / Publish Draft	Within 240 days of	
	EIR. Developer shall host CEQA	Milestone #15.	
	Scoping Meeting and publish Draft		
	Environmental impact Report, in		
	partnership with the County.		
17	Publish FEIR. Developer shall	Within 545 days of	
	cause the Final EIR to be	Milestone #11 (unless	
	published, in partnership with the	otherwise modified or	
	County.	extended)	
TRANSACTIC		,	
18	Draft Proforma and Financial	Within 30 days of	Satisfied
	Terms. Developer to provide Draft	submission of	
	Proforma which ties to Conceptual	Conceptual Site Plan	
	Site Plan and anticipated	pursuant to Milestone	
		11	
	mitigations and cost of project. This	11	
	shall include identification of any		
10	anticipated public sources of funds.		
19	Updated Project Proforma and	Within 45 days of	Satisfied
	Financial Plan. Developer to	Milestone #18.	
	submit a revised proforma and		
	financial plan for the Project,		
	including a statement of the overall		
	estimated costs of construction, an		
	estimate of income to be derived		
	from the Project, and Project		
	operating costs and debt service.		
	The revised proforma and financial		
	plan shall address any comments		
	provided by County.		
20	Term Sheet Form. County to	Within 540 days after	
20	provide Developer with term sheet	Effective Date.	
	form to be completed by Developer.	Encouve Bate.	
21	Draft Term Sheet. Developer to	Within 15 days after	
<u> </u>	provide County with initial draft of	Milestone #20	
	term sheet setting forth essential elements of the transaction for		
	•		
	•		
	• • •		
	#20 and shall include key financial		
	and other business terms to be		
	•		
	and other business terms to be		
	County review. The draft term sheet shall be in the form provided by County pursuant to Milestone		

22	Over the next 2 months, the Parties shall work in good faith to finalize the term sheet.Term Sheet Finalized. Developer and County shall finalize the term sheet setting forth essential elements of the Transaction. The final Term Sheet presented to the Board shall be deemed the Final	Concurrent with Milestone #11 & #13.	
23	Term Sheet. The Final Term Sheetshall be non-binding on the parties.Draft Option to Ground Lease	Within 60 days after	
	and Ground Lease(s). County to provide initial draft of Option to Ground Lease and Ground Lease(s) based on agreed upon term sheet for Developer review.	completion of Milestone #14, Application for Entitlements.	
24	Developer's Initial Feedback on draft of Option to Ground Lease and Ground Lease(s). Developer to provide redlined comments on the draft Option to Ground Lease and Ground Lease(s). The Parties shall work in good faith to finalize Option to Ground Lease and Ground Lease(s) prior to the end of the Term.	Within 60 days after receipt of the draft Option to Ground Lease and Ground Lease(s) from County pursuant to Milestone #23.	
25	Final Option to Ground Lease and Ground Lease Agreements. County provides final Option to Ground Lease and Ground Lease(s) to Developer for execution.	Prior to the end of the Term.	
26	Board Approvals. County staff to present the CEQA findings to the Board, and in the event of Certification of CEQA findings, and approval of the Entitlements by the Board, County staff will recommend approval of the Final Option to Ground Lease and Ground Lease documents.	Prior to the end of the Term.	

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	Board Memo	Other	
CLUSTER AGENDA REVIEW DATE	7/2/2025		
BOARD MEETING DATE	7/29/2025		
SUPERVISORIAL DISTRICT			
AFFECTED	$\square AII \square 1^{st} \square 2^{nd} \square 3^{rd} \square 4^{th}$	∑ 5 th	
DEPARTMENT(S)	CEO Real Estate Division		
SUBJECT	GRATIS LICENSE AGREEMENT WITH POPA FEDE AUTOMATED TELLER MACHINE AT NORTH COUN		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL	\boxtimes Yes \square No – Not Applicable		
DECLARATION FORM	If unsure whether a matter is subject to the	he Levine Act. email vour	
REVIEW COMPLETED BY	packet to EOLevineAct@bos.lacounty.go		
EXEC OFFICE	your Board Letter.		
DEADLINES/			
TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	No funds are required for this license. This is a	N/A	
	gratis license.		
	TERMS (if applicable): The gratis license is for a	period of 5 years.	
PURPOSE OF REQUEST	The purpose of the recommended action is to en	ter into a 5-year gratis license	
BACKGROUND	agreement with Peace Officers Professional Associations- Popa Federal Credit Union (POPA) to continue to operate an Automated Teller Machine (ATM) at the North County Correctional Facility (NCCF) at the Pitchess's Detention Center (PDC) (Property), located at 29320 The Old Road in the City of Castaic. Access to ATM for Los Angeles County employees was limited at the NCCF. Employees had to leave the facility and PDC if they needed ATM services for any reason. To address this issue the motion for the ATM license between POPA and County was approved in 2019 for a five-year term. It has expired and Sheriff would like the ATM to remain at the premises. POPA has absorbed all costs associated with the purchase, installation, maintenance and regular servicing of a POPA ATM at PDC for the past five years and would continue this service for the duration of the proposed 5- year gratis license agreement. Pursuant to Government Code Section 26227, the Board has the authority to make available real property not needed for County purposes, to nonprofit organizations for operation of programs which serve public purposes and are necessary to meet the social needs of the population of the County. POPA to be responsible for maintenance, repair and replacement expenses.		
(include internal/external			
issues that may exist including any related motions)			
EQUITY INDEX OR LENS	🗌 Yes 🛛 No		
WAS UTILIZED	If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	🗌 Yes 🛛 No		
DEPARTMENTAL	Michael G. Rodriguez		
CONTACTS	Section Chief, County-owned		
	CEO Real Estate Division		
	213-974-4246		
	mgrodriguez@ceo.lacounty.gov		

BOARD OF SUPERVISORS Hilda L. Solis First District Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



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

July 29, 2025

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:

GRATIS LICENSE AGREEMENT WITH PEACE OFFICERS PROFESSIONAL ASSOCIATIONS FEDERAL CREDIT UNION OPERATING AUTOMATED TELLER MACHINE AT NORTH COUNTY CORRECTIONAL FACILITY (5TH DISTRICT) (3 VOTES)

SUBJECT

Approval of a proposed five-year gratis license agreement (License) with the Peace Officers Professional Associations (POPA), Federal Credit Union, a nonprofit corporation, to continue operating an Automated Teller Machine (ATM) at the North County Correctional Facility (NCCF) at the Pitchess Detention Center (PDC) (Property), located at 29320 The Old Road, Castaic.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed License to POPA is categorically exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board Letter.
- 2. Find that pursuant to Government Code Section 26227, the proposed area to be licensed to POPA is not currently needed for County purposes.
- 3. Find that pursuant to Government Code Section 26277 the programs and services to be provided by POPA are necessary to meet the social needs of the County and serve public purposes which benefit the County.

- 4. Authorize the Chief Executive Officer, or her designee, to execute the proposed License with POPA for the use of a portion of the inside lobby area of NCCF at the first hallway left (Licensed Area) within the Property to place and operate an ATM. The proposed License fee is gratis.
- 5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate and implement the proposed License, including, without limitation, documents to amend, renew, or terminate the proposed License.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

There was no access to an ATM for Los Angeles County staff at the NCCF or at the other two operating jails within the PDC. Staff had to leave the facility and PDC if they needed ATM services. To address this issue, the motion for the gratis ATM License between POPA and County was approved in 2019 for a five-year term. The License has expired and the Sheriff would like the ATM to remain at the Property. POPA has absorbed all costs associated with the purchase, installation, maintenance and regular servicing of the POPA ATM at PDC for the past five years and will continue this service for the duration of the proposed License agreement. This includes the servicing of the ATM and other maintenance services related to the equipment.

With a POPA ATM installed in the Licensed Area within the facility, staff from NCCF and South County Correctional Facility all benefit from the installation, as they are able to safely and conveniently access banking services without having to leave the Property, eliminating associated risks and providing our staffs with an added convenience at their workplace. For these reasons, the proposed License would be gratis.

The Sheriff supports the recommended approval of the proposed License, as it aligns with a previous motion and continues the current arrangement.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1 – *"Make Investments That Transform Lives"* – provides that 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.

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. LA County is an

innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed License 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 License supports the above goals and objective by allowing the use of County property not needed for other County purposes to provide County staff with access to banking services without having to drive off the Property providing County staff with an added convenience at their workplace.

FISCAL IMPACT/FINANCING

The proposed License to POPA is gratis and will not have a significant impact to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 26227, the Board has the authority to make available real property not needed for County purposes, to nonprofit organizations for operation of programs which serve public purposes and are necessary to meet the social needs of the population of the County.

County Counsel has approved the proposed License as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed License is exempt from the provisions of CEQA pursuant to Section 15301 of the State CEQA Guidelines (Existing Facilities). This non-profit organization has been occupying the Licensed Area since 2019. The proposed License will memorialize the non-profit organization's current occupancy and provide the County with necessary insurance and indemnity coverage.

Upon the Board's approval of License, a Notice of Exemption will be filed with the Registrar Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation and will be posted to the County's website in accordance with Public Resources Code Section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continuing operations of the ATM will not have any impact on current services.

Respectfully submitted,

FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:JTC JLC:HD:MR:NH:gb

Enclosure

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into this _____day of _____, 2025 (Effective Date"), by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("Licensor" or "County") and PEACE OFFICERS PROFESSIONAL ASSOCIATIONS-POPA FEDERAL CREDIT UNION, a nonprofit organization ("Licensee").

RECITALS:

A. **WHEREAS**, County is the owner of certain real property more commonly known as the North County Correctional Facility (NCCF), located at 29340 The Old Road, Castaic, CA 91384, also known as Assessor Parcel Numbers 2866-004-901(the "Property") and is authorized to grant license for use of a portion property pursuant to Gov. Code 25537 and/or 26227; and

B. **WHEREAS**, Licensee desires to use, a portion only of said Property, during the term, as described herein; and

C. **WHEREAS**, Licensee desires to use said portion of the Property for the purposes of installation, operation, maintenance and regular servicing of an automated teller machine complex/kiosk referred to as ATM, which will provide banking services; and

D. **WHEREAS**, County wishes to grant a License to Licensee upon the following terms and conditions.

AGREEMENT

NOW THEREFORE, 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 AND USE

1.1 County hereby provides a License to Licensee and Licensee hereby agrees to the use upon the terms and conditions hereinafter set forth to the use of the License, inside the lobby area of NCCF at the first hallway left, for the purposes described in Sections 1.2, 1.3 and 1.4, of the portion of the Property as depicted on Exhibit "A" attached hereto and incorporated by this reference (the "Licensed Area"). Except as otherwise specified, the Licensed Area includes only the area in which the ATM is located.

1.2. The Licensee shall be allowed to access the Licensed Area between the hours of 9 a.m.- 5 p.m., Monday to Friday (no holidays or weekends) to regularly service and maintain the ATM as needed. The County shall have the option to change the hours and day(s) that Licensee is permitted to access the Licensed Area, as necessary. Licensee shall have the right to access the Licensed Area 24 hours per day, 7 days per week in case of emergencies.

1.3 The Licensed Area shall be used only by the Licensee for the purposes of operating and maintaining an ATM and such other purposes as are related thereto.

1.4 Licensee shall only be able to install, maintain and regularly service the ATM and no other alterations or improvements to the Licensed Area are permitted unless written approval is first obtained from the Chief Executive Office ("CEO"). Upon written approval, all improvements and alterations are to be made at Licensee's expense and no cost to the County.

1.5 In the event that Licensee makes any alterations or improvements in violation of Section 1.4 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

a. Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;

b. Remove the alterations or improvements and charge Licensee for the cost of such removal;

c. Notify Licensee of County's intent to retain, upon termination of the License, any and all improvements installed by Licensee in violation of Section 1.3; and/or

d. Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.6 Licensee acknowledges that it has performed 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 "AS-IS" physical condition and shall make no demands upon County for any improvements or alterations thereof.

1.7 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.

2. <u>TERM</u>

2.1 The term of the License shall be for a period of five (5) years commencing upon execution of this License by the County (the "Commencement Date").

2.2 The License may be terminated by either party hereto during the five (5) year term by providing at least thirty (30) days advance written notice to the other party before the intended date of termination. of such termination. Should the License be terminated, all obligations, duties, payments, and rights shall cease as of the date of 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 Subject to Section 4 of this License, in the event of any default by Licensee under this License or the Operating Responsibilities, 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

There shall be no license fee due to the County under this License. Consideration for this License shall be Licensee's faithful performance of its obligations under this License, and Licensee's use of the Licensed Area to provide ATM Services to the Los Angeles County employees. Additionally, Licensee shall be responsible for reimbursing County for any costs associated with providing security and access to licensee for use of the Licensed Area.

4. OPERATING RESPONSIBILITIES

4.1 <u>Compliance with Laws</u>. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all City, State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction thereover, including but not limited to the City of Castaic and the County of Los Angeles. Licensee shall maintain the Licensed Area in compliance with all applicable County ordinances and City of Castaic ordinances and State and Federal laws and regulations.

4.2 <u>Signs</u>. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

4.3 <u>Sanitation</u>. 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. Licensee shall pay all charges, which may be made for the removal thereof.

4.4 <u>Security</u>. The Licensee shall be responsible at its expense for securing the Licensed Area to standards determined by the County, provided, however that security of the Licensed Area ultimately shall be the responsibility of Licensee. County shall not be liable to Licensee, its vendors, visitors, invitees or any other parties for any injury, death, theft, loss or damages occurring within or related to the Licensed Area. Licensee has made the determination that the Licensed Area is adequate and safe for the uses contemplated under this License. Should Licensee deem otherwise in the future, security measures deemed necessary shall be installed by Licensee at its expense subject to County's approval of the required improvements.

4.5 <u>Maintenance</u>. Licensee shall be responsible for maintaining the Licensed Area in good and substantial repair and condition; and in compliance therewith shall perform all repairs to or replacement of all improvements and equipment thereon, including the painting thereof, as needed and/or upon written request therefore by the Chief Executive Office. The Licensed Area shall be maintained to the satisfaction of the County. In the event Licensee fails to maintain the Licensed Area to County's satisfaction, County reserves the right to cure and bill Licensee for all costs.

4.6 <u>Utilities</u>. Licensor shall be responsible for payment of all utilities necessary for the operation of the Licensed Area.

4.7 <u>Examination of Licensed Area</u>. 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.

4.8 <u>Access to County Facilities.</u> Licensee shall be responsible for maintaining ATM in compliance with the Americans with Disabilities Act (ADA) and County shall be responsible for maintaining the access ways to the ATM in compliance with the ADA.

4.9 <u>Marketing Program.</u> No marketing activities shall be undertaken without the
approval of the Chief Executive officer. Should such a program be created, Licensee shall bear all the costs for the program.

4.10 <u>Supply and Collection of Cash</u>. Licensee shall provide for the supply and collection of all cash to and from premises, responsible for all cash deposition into the ATM, and assume all risk of loss of cash from the ATM.

4.11 <u>Lighting</u>. Licensee will have the right to install and operate all light fixtures necessary to comply with California Financial Code Section 13000.

5. <u>INDEMNIFICATION AND INSURANCE REQUIREMENTS</u>: During the term of this License, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION:

The Licensee and its vendors, agents, employees, invitees or visitors shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively "<u>County</u><u>Indemnitees</u>"), 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 and/or relating to this License, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

II. <u>GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS</u>

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 "<u>Required Insurance</u>") 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 Division-County Owned Section 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 Licensor 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/or Change of Insurance

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

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 withhold payments due to Contractor, and/or 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 and pursue Licensee for 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. <u>Compensation for County Costs</u>

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. <u>Waiver of Subrogation</u>

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. <u>Deductibles and Self-Insured Retentions (SIRs)</u>

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. <u>Claims Made Coverage</u>

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. <u>Application of Excess Liability Coverage</u>

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. Licensor 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:	\$ 2 Million
Products/Completed Operations Aggregate:	\$ 2 Million
Personal and Advertising Injury:	\$ 1 Million
Each Occurrence:	\$ 1 Million

- B. <u>Automobile Liability insurance</u> (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. <u>Workers Compensation and Employers' Liability insurance</u> or qualified selfinsurance 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. <u>Commercial Property Insurance</u>. 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.

6. TRANSFERS

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

7. 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.

8. <u>DEFAULT</u>

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

8.1 <u>Termination of License and Remedies</u>.

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.

8.2 <u>County's Right to Cure Licensee's Defaults</u>.

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.

8.3 <u>Remedies Cumulative</u>.

All rights and remedies of County under this License shall be non-exclusive of and in addition to any other remedy available to County at law or in equity.

9. <u>WAIVER</u>

9.1 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.

9.2 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.

10. <u>SURRENDER</u>

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

11. <u>ENFORCEMENT</u>

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.

12. <u>COUNTY LOBBYIST ORDINANCE</u>

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.

13. <u>NOTICES</u>

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:

POPA Federal Credit Union 13304 Alondra Blvd. Cerritos, CA 90703 Attn: Benjamin D. Holguin Jr., EVP/COO Email: Bholguin@popafcu.org

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 Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attn: Joyce L. 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.

14. <u>REPAIR OF DAMAGE</u>

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the Property on which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including any equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by California licensed contractors; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

15. 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.

16. SOLICITATION OF CONSIDERATION

16.1. 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.

16.2. 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.

17. <u>CONFLICT OF INTEREST</u>

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.

18. 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.

19. SIGNATURE AUTHENTICITY CLAUSE

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

20. TAXATION OF LICENSED AREA

20.1 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.

20.2 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.

20.3 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.

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

21. 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.

22. <u>GOVERNING LAW AND FORUM</u>

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.

23. 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.

24. <u>ELECTRONIC SIGNATURE/COUNTERPARTS</u>

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

25. 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 Chief Executive Officer, the day, month and year first above written.

LICENSEE:

POPA Federal Credit Union

6 A mu By:

Benjamin D. Holguin Jr, Executive Vice President/ Chief Operations Officer

COUNTY OF LOS ANGELES:

FESIA A. DAVENPORT Chief Executive officer

By:

John T. Cooke Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN Registrar-Recorder/County Clerk

Ву: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By:

Deputy Counsel

EXHIBIT "A" LICENSED AREA



BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ Board Memo □ Ot		□ Other
CLUSTER AGENDA REVIEW DATE	7/2/2025		
BOARD MEETING DATE	7/29/2025 & 9/2/2025		
SUPERVISORIAL DISTRICT AFFECTED	$\square AII \square 1^{st} \square 2^{nd} \square 3^{rd} \square 4^{th} \boxtimes 5^{th}$		
DEPARTMENT(S)	Public Social Services (DPSS)		
SUBJECT	Notice of Intention to purchase real property and order the purchase of 4680 San Fernando Road		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	Yes No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to <u>EOLevineAct@bos.lacounty.gov</u> to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: purchase price of \$11,291,200 plus all title and escrow fees up to \$15,700 and \$100 consideration fee	Funding source: The appropriation adjustment will tran the Obligated Fund Account - DPSS General Fund to DPSS' Capital A Account for the 4680 San Fernando R Capital Project No. 7A005, to fun associated escrow fees.	Building Purchase in ssets – Infrastructure d Glendale Acquisition,
	TERMS (if applicable): N/A		
	Explanation:		
PURPOSE OF REQUEST	The purpose of the recommended action is a notice of intention to purchase, order the purchase, appropriation adjustment, for a price not to exceed \$11,291,200 plus \$15,700 in escrow fees and \$100 in consideration, and to execute a non-exclusive gratis license allowing Property seller to enter upon and access a certain portion of the property. Should the Seller acquire the adjacent parcel and complete a lot line adjustment within 2 years from the County's acquisition of the property, the Board also authorizes the CEO to quitclaim the licensed area to the Seller.		
BACKGROUND (include internal/external issues that may exist including any related motions)	For over 25 years, the facility has functioned as DPSS' Glendale District office, serving the Glendale, Burbank, and La Canada-Flintridge geographic area. DPSS provides CalWORKS, Cal Fresh, START, Medi- Cal, General Relief, and Refugee Employment, and Refugee Cash Assistance programs at the Property. The property is occupied by a combined total of 389 DPSS staff, contractors, and security personnel employees. The Property continues to meet DPSS' space and parking needs and is ideally located in a geographically appropriate area.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state whic	ch one(s) and explain how:	
DEPARTMENTAL CONTACTS	Helena Dedic, Manager Asset Management Brai Real Estate Division CEO Real Estate Divisio 213-610-0377 hdedic@ceo.lacounty.go	nch on	

BOARD OF SUPERVISORS Hilda L. Solis First District Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, CA 90012 (213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

July 29, 2025

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

Dear Supervisors:

NOTICE OF INTENTION TO PURCHASE, PURCHASE AGREEMENT, ESTABLISH CAPITAL PROJECT APPROPRIATION ADJUSTMENT, AND A GRATIS LICENSE 4680 SAN FERNANDO ROAD, GLENDALE, CA DEPARTMENT OF PUBLIC SOCIAL SERVICES (FIFTH DISTRICT) (4 VOTES)

SUBJECT

Approval of the recommended actions would authorize the County to publish a Notice of Intention to Purchase, execute the Purchase and Sale Agreement (Agreement) with Chase Glendale Services, LLC (Landlord and Seller) for certain real property located at 4680 San Fernando Road, Glendale, (APN: 5696-015-006 AND 5696-015-032) Property) establish a capital project, approve an appropriation adjustment, consummate the proposed acquisition of the Property and approve a gratis license.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE DISTRICT:

- 1. Find that the recommended actions, including the proposed purchase transaction, license and lot line adjustment, do not constitute a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter or, in the alternative, find that, the recommended actions are exempt from CEQA and that the proposed activity is consistent with and was analyzed in a prior Environmental Impact Report (EIR) and will not result in peculiar, increased or significant impacts from those analyzed in the EIR, for the reasons stated in this Board letter and the record of the proposed activity.
- Approve the Notice of Intention to Purchase for the Property, from the Seller, for a purchase price of \$11,291,200, plus approximately \$15,700, in escrow fees and \$100, as independent consideration for a total not to exceed an amount of \$11,307,000.
- 3. Instruct the Executive Office, Board of Supervisors to publish the Notice of Intention to Purchase, in accordance with Government Code Section 6063, which will state the date following the publishing period that the Board will meet to consummate the purchase.

At the September 2, 2025, Board of Supervisors Meeting, set by the Notice of Intention to Purchase, following the Government Code Section 6063 Publishing Period, it is recommended that the Board:

- 1. Order the purchase of the Property to be consummated, in accordance with Government Code Sections 25350 and 25353.
- 2. Authorize the Chief Executive Officer, or her designee, to execute the Agreement, in the form enclosed, approved as to form by County Counsel, to purchase the Property for \$11,291,200, plus approximately \$15,700 in title and escrow fees, and \$100, as independent consideration, and authorize the Chief Executive Officer, or her designee, to take all further actions necessary and appropriate to complete the transaction contemplated by the Agreement, including opening and management of escrow, any administrative adjustments to the transfer documents, execution of all the requisite documentation for the completion of the transfer, and acceptance of the deed conveying title to the Property to the County.
- 3. Establish and approve the 4680 San Fernando Rd, Glendale Acquisition, Capital Project No. 7A005.

- 4. Approve the enclosed appropriation adjustment to transfer \$11,307,000 from the Obligated Fund Account –Department of Public Social Services (DPSS) Building Purchase in General Fund to DPSS' Capital Assets – Infrastructure Account for the 4680 San Fernando Rd Glendale Acquisition, Capital Project No. 7A005, to fund the purchase and associated escrow fees for the Property.
- 5. Instruct the County's Assessor's Office to place the Property under the complete ownership of the County and remove the Property from the tax roll effective upon the transfer of title to the County.
- 6. Authorize and direct the Chief Executive Officer, or her designee, once the County owns the Property, to execute a gratis license (License) allowing the Seller to enter upon and access the portion of the Property as described in the Agreement (License Area), for the purpose of the Seller's vehicular parking on and at the License Area.
- 7. Authorize and direct the Chief Executive Officer, or her designee, so long as the Seller acquires the adjacent parcel located at 4690 San Fernando Road, Glendale (Adjacent Parcel) and completes a lot line adjustment within two years from the date the Property is transferred to the County, to execute any and all documents necessary for the processing of a lot line adjustment causing the License Area to be removed from the Property and included within the boundary of the Adjacent Parcel owned by the Seller, including but not limited to a quitclaim deed and other documents required for the County to transfer its fee interest in the License Area to the Seller.
- 8. Find and declare that, pursuant to section 54221(f)(1)(B) of the California Government Code, the License Area is "exempt surplus land" for purposes of the Surplus Land Act, California Government Code Section 54220 *et seq.* (the Surplus Land Act), because the License Area is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low-income and moderate-income housing purposes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Property is approximately 85,099 square feet of land with an improved free-standing building of approximately 80,0000 square feet of office space and an adjacent parking structure.

Approval of the recommended actions will find that they are not a project under CEQA or, in the alternative, that the activities are exempt from CEQA, and will authorize purchase and license transactions related to Property.

The County entered into Lease No. 71917 (Lease). on January 19, 1999, which has been amended twice for DPSS's use of the Property DPSS has occupied the Property since September 12, 2000, and the Lease will expire on September 11, 2025. The Lease includes an option to purchase the Property at the end of the Lease term. In Amendment No. 1, the parties agreed to reduce the original option purchase price of \$12,520,000, to \$11,291,200, as consideration for County's agreement to remove its right to terminate the Lease after the 15th year of the Lease term. In Amendment No. 2, recently approved by the Board, the Seller agreed to extend certain timelines so that the County could complete its due diligence for the County's proposed acquisition of the Property and agreed to the form of the Agreement.

For over 25 years, the facility has functioned as DPSS' Glendale District office, serving the Glendale, Burbank, and La Canada-Flintridge geographic area. DPSS provides CalWORKS, CalFresh, Skills and Training to Achieve Readiness for Tomorrow, Medi-Cal, General Relief, Refugee Employment, and Refugee Cash Assistance programs at the Property. The Property is occupied by a combined total of 389 DPSS staff, contractors, and security personnel. The parking structure provides 404 parking spaces, with free street parking.

The Property continues to meet DPSS' space and parking needs and is ideally located in a geographically appropriate area. In addition, the Property is centrally located within one mile of both the 5 and 134 freeways and is adequately served by public transportation.

Based upon a review of available industry data, it has been established that the purchase price of approximately \$141 per square foot to purchase the Property or \$11,291,200, by exercising the option to purchase, is below the market range for this area. A comparable purchase in the area is between \$204.92 and \$354.27 per square foot. Further, if the County were to renew the Lease for an amount equivalent to the purchase price in lieu of purchasing the Property, the purchase price amount would only provide a little over four years for a lease renewal term. In addition, the County will have already spent approximately \$66,773,000 in lease costs over the entire 25-year lease term.

DPSS has elected to exercise the option for the proposed purchase of the Property so that it may continue providing essential services to the public in the surrounding area. Purchasing the Property would provide another asset for DPSS and would aid the County's efforts to reduce its overall lease footprint and costs associated with leasing, as well as take advantage of all the funds the County has already paid towards the Property in rent payments.

We recommend acquiring the Property, as DPSS programs have operated at this location for the past 25 years, serving the surrounding area and nearby communities. The need for these services is expected to continue well into the future

Completing the transaction represents the final step in securing the Property at a belowmarket purchase price. The County has completed all the necessary due diligence and is now returning to the Board to request authority to proceed with the purchase of the Property in compliance with CEQA guidelines.

A portion of the parking structure parcel contains an approximate 38-foot-wide, at-grade asphalt parking lot (Parking Lot), that has not been used by DPSS. The Seller, as the Landlord under the Lease, currently uses the Parking Lot to park vehicles. In connection with the proposed acquisition of the Property, the County would provide the Seller with a gratis, two-year License for the License Area, which consists of an approximate 18-foot-wide portion of the Parking Lot, to allow the Seller to continue its vehicular parking use. The License will automatically terminate upon the earlier of (a) the expiration of the License or (b) the Seller's acquisition of the Adjacent Parcel (located at 4690 San Fernando Road) and completion of a lot line adjustment to adjust the boundary of the Adjacent Parcel to include the License Area. If the Seller acquires the Adjacent Parcel and completes such lot line adjustment within two years from the date the Property is transferred to the County, then the County would quitclaim its interest in the License Area to the Seller and retain ownership of the remaining 20-foot-wide section adjacent to the parking garage.

The County's agreement to provide the Seller with the two-year License and, upon the Seller's acquisition of the Adjacent Parcel and completion of the lot line adjustment to quitclaim the County's interest in the License Area, all within two years from the date the Property is transferred to the County, was requested by and extended to the Seller as consideration for the Seller's agreement to enter into Amendment No. 2 of the Lease. The County would have been unable to comply with the timelines set forth in the original Lease for the option to purchase the Property, and, as such, would not have been able to purchase the Property for \$11,291,200, which is well below market value.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1 – *"Make Investments That Transform Lives"* – provides that 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.

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. LA County is an

innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible. The proposed acquisition of the Property is also consistent with Strategic Asset Management Goal – Maximize use of County space and achieve cost savings, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed acquisition of the Property supports the above goals and objective by continuing the County's use of an existing operational facility that provides necessary community support and social services. Furthermore, the proposed acquisition of the Property would eliminate the need for the County to continue to pay rental payments under a lease of private property and would ensure the County receives full autonomy and site control of this real estate asset under County ownership.

FISCAL IMPACT/FINANCING

DPSS would be responsible for any costs related to the operation and maintenance of the Property following the proposed acquisition. DPSS has projected that the annual operating expenses for the Property are \$1,365,000, which include building and equipment maintenance, repairs, janitorial, security, management fees, and landscaping. As the site is primarily used for general office needs for DPSS, all standard costs associated with operating and maintaining an office building will be obligated. This figure should be expected to be lower than the rental costs associated with the existing Lease for the Property. Annual utility costs for the Property in 2024 were \$321,000.

As mentioned, the purchase price agreed to in 2014, as stated in the Lease, is below market value for the Property. If the County were to renew the Lease for an amount equivalent to the purchase price in lieu of purchasing the Property, the purchase price amount would only provide a little over four years for a lease renewal term. The County acquisition of the Property makes financial sense because DPSS has a long-term need for this location to provide services.

The enclosed appropriation adjustment will transfer \$11,307,000, from the Obligated Fund Account – DPSS Building Purchase in General Fund to DPSS' Capital Assets – Infrastructure Account to the 4680 San Fernando Rd Glendale Acquisition, Capital Project No. 7A005, to fund the purchase and associated escrow fees, if approved, for the Property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 25353 of the California Government Code authorizes the Board to purchase real property necessary for use of the County for buildings or for other public purposes.

Additionally, as required by Government Code Section 65402, notice of the proposed acquisition was submitted to the City of Glendale on February 11, 2025.

The County's due diligence consultants completed all the environmental assessments, surveys, studies, reports, and materials that have been ordered for the Property to ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy. The Department of Public Works has reviewed and signed off on the due diligence.

County Counsel and outside counsel have reviewed the Agreement, and the grant deed related to the proposed acquisition and approved them as to form. County Counsel and outside counsel have also reviewed all associated debt instruments, real estate documents, and encumbrances on title.

Upon the Board's approval of the recommended actions, a written notification of the County's "exempt surplus land" will be provided to the California Department of Housing and Community Development, in accordance with the Surplus Land Act.

ENVIRONMENTAL DOCUMENTATION

The proposed acquisition and operation of the Property for the uses included herein are exempt from CEQA because they do constitute a project as defined under CEQA since they are (1) activities that are excluded from the definition of a project by section 21065 of the Public Resources Code, and (2) an administrative activity of government under section 15378(b)(5) of the State CEQA Guidelines because the action would not result in direct or indirect physical changes to the environment. No changes to the facilities are proposed as part of the recommended action.

In the alternative, the recommended activities are categorically exempt from CEQA. The activities are statutorily exempt from CEQA pursuant to State Guidelines Section 15061(b)(3) (common sense exemption) because it can be seen with certainty that there is no possibility that the proposed actions will have a significant effect on the environment.

The activities are also statutorily exempt pursuant to Public Resources Code Section 21083.3 and State CEQA Guidelines Section 15183 (projects consistent with a community plan, general plan or zoning), additional environmental review is not required as the proposed acquisition and purchase would result in no changes to the existing density established by existing zoning and General Plan policies contained in the South Glendale Community Plan (SGCP) and which was analyzed in the associated EIR; the SGCP amended the Land Use Element of the General Plan and was adopted and EIR certified by the City on July 31, 2018. The existing uses are compatible with zoning and land use, and there would be no physical changes to the existing development onsite, or changes to the operational characteristics of the Property. The proposed acquisition is consistent with the development density established by existing zoning, community plan, and general plan policies for which an EIR was certified. In performing environmental analysis pursuant to section 15183(b) of the State CEQA Guidelines, the County has determined that there are no impacts peculiar to the subject parcels or to the proposed

activities, there are no new impacts or more significant impacts and that any impacts of the proposed activity are covered in the City's certified EIR and that preparation of an additional EIR is not necessary.

In addition, the proposed actions are categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301, 15305, 15312 and 15332, and County' of Los Angeles Environmental Document Reporting Procedures and Guidelines, Appendix G, Classes 1(u), 5 and 12. These exemptions apply to minor alteration of existing facilities including leasing, licensing, repair, or the change in conveyance of existing facilities with negligible or no expansion of existing use; minor alterations in land use limitations, surplus government property sales and in-fill development. Any sale of the parking area by the County would be a sale of government property in an area that is not of statewide. regional, or areawide concern. Based on the record of the recommended activities, including the proposed acquisition and operation of the Property, the actions will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable. Documentation in support of the recommended CEQA determination was prepared at CEO's request.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation in accordance with Public Resources Code Section 21152 and will be posted to the County's website in accordance with section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed acquisition of the Property will allow the County to continue providing services to the community ensuring operations for DPSS' clients will remain the same in the same vital location.

Respectfully submitted,

FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:JTC JLC:HD:MGR:gb

Enclosure

c: Executive Office, Board of Supervisors County Counsel Auditor-Controller Public Social Services

NOTICE OF INTENTION TO PURCHASE PROPERTY

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California, through delegated authority to its Chief Executive Officer, or her designee, to purchase real property from Chase Glendale Services, LLC ("Seller") located at 4680 San Fernando Road, Glendale, with an adjacent parking structure, State of California as further described in the legal description attached hereto as Exhibit "A" (collectively the "Property") for the purchase price of Eleven Million, Two Hundred, Ninety-One Thousand and Two Hundred Dollars (\$11,291,200).

This matter will be considered by the Board of Supervisors of the County of Los Angeles on June 17, 2025, at 9:30 AM, in the Hearing Room of the Board, Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California. The meetings of the Board are accessible live online at https://bos.lacounty.gov/board-meeting-agendas/live-broadcast/.

For more information, or copies of the maps showing the location of the Property to be acquired, please contact Michael G. Rodriguez at (213) 974-4246 or mgrodriguez@ceo.lacounty.gov.

Si no entiende esta Noticia, o necesita mas informacion por favor llame al numero (213) 974-4208.

> EDWARD YEN, Executive Officer Board of Supervisors, County of Los Angeles

By _____ Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A: LOTS 49 AND 51 OF RIVERDALE HEIGHTS, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 4, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF LOTS 12 AND 16, OF TRACT NO. 2802 IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 28, PAGE 79 OF MAPS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 12, THENCE SOUTH 00° 05' 30" EAST 189.87 FEET ALONG THE EASTERLY LINE OF SAID LOTS 12 AND 16 AND THE WESTERLY LINE OF SAID LOT 51 TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 377.00 FEET, A RADIAL LINE PASSES THROUGH SAID POINT BEARING SOUTH 07° 10' 18" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 55' 17" AN ARC DISTANCE OF 32.38 FEET; THENCE NORTH 00° 01' 27" WEST 184.33 FEET TO THE NORTHERLY LINE OF SAID LOT 12; THENCE NORTH 89° 47' 00" EAST 31.69 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOTS 12, 15, AND 16, OF TRACT NO. 2802 IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 28, PAGE 79 OF MAPS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 12, THENCE SOUTH 00° 05' 30" EAST 189.87 FEET ALONG THE EASTERLY LINE OF SAID LOTS 12 AND 16 AND THE WESTERLY LINE OF SAID LOT 51 TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 377.00 FEET, A RADIAL LINE PASSES THROUGH SAID POINT BEARING SOUTH 07° 10' 18" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°47'45" AN ARC DISTANCE OF 103.93 FEET TO THE WESTERLY LINE OF THE EASTERLY 48.00 FEET OF SAID LOT 15; THENCE NORTH 00°05'30" WEST

106.56 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT 15; THENCE CONTINUING NORTH 00°05'30" WEST 50.00 FEET ALONG THE WESTERLY LINE OF THE EASTERLY 100.00 FEET OF SAID LOT 12 TO THE SOUTHERLY LINE OF THE NORTHERLY 50.00 FEET OF SAID LOT 12; THENCE NORTH 89° 47' 00" EAST 50.00 FEET ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 50.00 FEET OF SAID LOT 12; THENCE NORTH 00° 05' 30" WEST ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT 12; THENCE NORTH 89° 47' 00" WEST 50.00 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION OF LOTS 12 AND 16, OF TRACT NO. 2802 IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 28, PAGE 79 OF MAPS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 12, THENCE SOUTH 00° 05' 30" EAST 189.87 FEET ALONG THE EASTERLY LINE OF SAID LOTS 12 AND 16 AND THE WESTERLY LINE OF SAID LOT 51 TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 377.00 FEET, A RADIAL LINE PASSES THROUGH SAID POINT BEARING SOUTH 07° 10' 18" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 55' 17" AN ARC DISTANCE OF 32.38 FEET; THENCE NORTH 00° 01' 27" WEST 184.33 FEET TO THE NORTHERLY LINE OF SAID LOT 12; THENCE NORTH 89° 47' 00" EAST 31.69 FEET TO THE POINT OF BEGINNING.