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COUNTY OF LOS ANGELES

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

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

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 Los Angeles County (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 County staff at the NCCF or at the other two operating jails within the PDC. County Staff had to leave the facility and PDC if they needed ATM services. To address this issue, the Board of Supervisors approved a motion authorizing a gratis ATM License between POPA and the County for a five-year term, beginning November 19, 2019 and ending November 18, 2024. The License has expired and the Sheriff is requesting the ATM to remain at the Property. POPA has absorbed all costs associated with the purchase, installation, maintenance and regular servicing of the 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, NCCF staff and South County Correctional Facility staff will benefit from the installation, as they are able to safely and conveniently access banking services without having to leave the Property and providing County staff 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

Enclosures

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. TERM

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 Compliance with Laws. 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 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

4.3 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges, which may be made for the removal thereof.

4.4 Security. 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 Maintenance. 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 Utilities. Licensor shall be responsible for payment of all utilities necessary for the operation of the Licensed Area.

4.7 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.8 Access to County Facilities. 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 Marketing Program. 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 Supply and Collection of Cash. 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 Lighting. Licensee will have the right to install and operate all light fixtures necessary to comply with California Financial Code Section 13000.

5. INDEMNIFICATION AND INSURANCE REQUIREMENTS: 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 "County Indemnitees"), from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from 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. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of Licensors and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licensors 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 Licensors

- Certificate(s) of insurance coverage (Certificate) satisfactory to Licensors, and a copy of an Additional Insured endorsement confirming Licensors and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy shall be delivered to Licensors at the address shown below and provided prior to the start day of this License.
- Renewal Certificates shall be provided to Licensors not less than 10 days prior to Licensee's policy expiration dates. The Licensors 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. Compensation for County Costs

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

F. Insurer Financial Ratings

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

G. Licensee's Insurance Shall Be Primary

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

H. Waiver of Subrogation

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

I. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR. The Licensor retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the Licensor, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation,

administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. Licensors Review and Approval of Insurance Requirements

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

III. INSURANCE COVERAGE TYPES AND LIMITS

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

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

- B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any

federal occupational disease law.

D. Commercial Property Insurance. Such insurance shall:

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

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. DEFAULT

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

8.1 Termination of License and Remedies.

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

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

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

8.3 Remedies Cumulative.

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. WAIVER

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. SURRENDER

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

11. ENFORCEMENT

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

12. COUNTY LOBBYIST ORDINANCE

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

13. NOTICES

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

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. REPAIR OF DAMAGE

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. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

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. GOVERNING LAW AND FORUM

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

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. ELECTRONIC SIGNATURE/COUNTERPARTS

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

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

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

By: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Deputy Counsel

EXHIBIT "A"
LICENSED AREA

