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**Chief  
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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"

October 14, 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:S.

**LICENSE AGREEMENT  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
611-623 SOUTH CARONDELET STREET, LOS ANGELES  
(FIRST DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed two-year license agreement (License) to renew an existing agreement to provide the Department of Public Social Services (DPSS) with continued use of supplemental parking spaces for staff located at 2415 West Sixth Street, Los Angeles (Wilshire Special District Office).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed License is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed License with Los Angeles Unified School District (Licensor), for approximately 100 on-site parking spaces located at 611-623 South Carondelet Street, Los Angeles (Premises) to be occupied by DPSS. This proposes a License for a term of two years. The estimated first year license cost is \$224,000. The estimated total proposed License cost is \$455,000 over the two-year term. The rental costs will be fully funded by State and Federal funds with the current subvention rate of 80.11 percent and 19.89 percent net County cost (NCC) that is already included in DPSS's existing budget. The subvention rate may be subject to change in future years, and any NCC variance will be absorbed by the department. DPSS will not be requesting additional NCC for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed License, and to take actions necessary and appropriate to implement the proposed License, including, without limitation, exercising up to two one-year options to extend, subject to Consumer Price Index (CPI) adjustments for an additional two years.

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

Since August 1998, DPSS has used the Premises, a parking structure, as supplemental parking for 200 parking spaces for staff working at the Wilshire Special District Office. The supplemental parking is located within walking distance of the Wilshire Special District Office. The Wilshire Special District Offices provide services to constituents who need, or are recipients of General Relief, CalFresh, and Medi-Cal programs.

DPSS has implemented teleworking where possible and, as such, requested to decrease its supplemental parking needs from 200 parking spaces to 100 parking spaces. Also, the term of the proposed License, along with any options to extend, was negotiated to ensure that DPSS has sufficient parking for its Wilshire Special District Offices until its relocation to the County-owned project known as Vermont Corridor 2. Upon relocation, the proposed License will be terminated.

### **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 security, and recidivism) affecting our most vulnerable communities – one person at a time.

The proposed License is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed License supports the above goal by allowing DPSS to continue to provide parking to its staff who work at the Wilshire Special District Office.

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

### **FISCAL IMPACT/FINANCING**

The estimated maximum first-year license cost is \$224,000 and will provide DPSS 100 parking spaces. The aggregate cost associated with the proposed License over the two-year term is \$455,000, as shown on Enclosure B-1. The proposed License costs will be fully funded by State and Federal funds, with the current subvention rate of 80.11 percent and 19.89 percent NCC that is already included in DPSS’s existing budget. The subvention rate may be subject to change in future years, and any NCC variance will be absorbed by the department. DPSS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed License fee for the first year of the proposed License is included in the Fiscal Year (FY) 2025-26 Rent Expense budget and will be billed back to DPSS. DPSS has sufficient funding in its FY 2025-26 Operating Budget to cover the proposed license fee

for the first year. Future funding for the costs associated with the proposed License will be addressed through the annual budget process for DPSS.

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

In addition to the terms previously stated, the proposed License also contains the following provisions:

Upon commencement of the proposed License, the annual rate will increase from approximately \$126 per space, per year, to approximately \$186 per space, per year.

A two-year term with up to two one-year options to extend the proposed License, subject to CPI annual increases. If all options are exercised, the total term of the proposed License will be four years.

A comparison of the existing license and the option terms is shown in Enclosure B-2.

The County does not have the right to terminate the proposed License early.

The proposed License will be effective upon approval by the Board and full execution of the proposed License by both parties and will commence on November 1, 2025.

The Chief Executive Office conducted a market search of available secured parking structures but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the monthly parking rental range for a comparable parking structure in the area is between \$200 and \$260 per parking space, per month. The monthly license fee of \$186 per parking space, per month for the proposed License represents a rate that is below the market range for the area.

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

The proposed License will continue to provide a suitable location for the DPSS's program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure C.

### **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed License, which involves the leasing of existing parking spaces within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it 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.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk, in accordance with section 21152 of the California Public Resources Code.

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

The proposed License will adequately provide the necessary parking for this County requirement. DPSS concurs with the proposed License and recommendations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Fesia A. Davenport', with a stylized, flowing script.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC

JLC:HD:ANR:OM:ns

Enclosures

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

**Department of Public Social Services  
611-623 South Carondelet Street, Los Angeles**

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

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
	A	Does lease consolidate administrative functions? <sup>2</sup>			<b>X</b>
	B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>			<b>X</b>
	C	Does this lease centralize business support functions? <sup>2</sup>			<b>X</b>
	D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup>			<b>X</b>
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>			<b>X</b>
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>			<b>X</b>
<b>2.</b>	<b><u>Capital</u></b>				
	A.	Is it a substantial net County cost (NCC) program?		<b>X</b>	
	B	Is this a long-term County program?	<b>X</b>		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			<b>X</b>
	D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			<b>X</b>
	F	Is Building Description Report attached as Enclosure C?		<b>X</b>	
	G	Was build-to-suit or capital project considered? <sup>2</sup>			<b>X</b>
<b>3.</b>	<b><u>Portfolio Management</u></b>				
	A	Did department use CEO Space Request Evaluation (SRE)?	<b>X</b>		
	B	Was the space need justified?	<b>X</b>		
	C	If a renewal lease, was co-location with other County departments considered?			<b>X</b>
	D	Why was this program not co-located with other County departments?			<b>X</b>
		1. ____ The program clientele requires a "stand alone" facility.			<b>X</b>
		2. <u>X</u> No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service license? <sup>2</sup>			<b>X</b>
	F	Has growth projection been considered in space request?	<b>X</b>		
	G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?			<b>X</b>
<sup>1</sup> As adopted by the Board of Supervisors 11/17/98					
<sup>2</sup> If not, why not?					

OVERVIEW OF THE PROPOSED BUDGETED LICENSE COSTS			
611-623 S. Carondelet Ave, Los Angeles			
Department of Public Social Services			
<b>Basic License Assumptions</b>			
Number of Parking Spaces	100		
Fee per Parking Space	\$ 186.37		
	<b>Monthly</b>	<b>Annual</b>	
License Fee	\$18,637.00	\$223,644.00	
Term (Months)	24	2	
Annual Adjustment <sup>(1)</sup>	3%		
	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>Total 2 Year Costs</b>
Annual License Fee <sup>(1)</sup>	\$224,000	\$231,000	<b>\$455,000</b>
<b>Total Annual License Fee Payable to Licensor</b>	<b>\$224,000</b>	<b>\$231,000</b>	<b>\$455,000</b>
<b>*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.</b>			
<b>Footnotes</b>			
<sup>(1)</sup> License fee is subject to CPI annual increases.			

**COMPARISON OF THE PROPOSED LICENSE TO EXISTING LICENSE**

	<b>Existing License:</b> <b>611-623 S. Carondelet St</b>	<b>Proposed License:</b> <b>611-623 S. Carondelet St</b>	<b>Change</b>
Area (Square Feet)	200 Parking Spaces	100 Parking Spaces	Reduction of 100 parking spaces
Term (years)	Five years	Two years plus two one-year options to renew	Plus 2 years
Annual Cost	\$321,000	\$224,000	-\$97,000
Total Annual License Costs payable to Licensor	\$321,000	\$224,000	-\$97,000
License rate adjustment	Annual CPI adjustments	Annual CPI adjustments	No Change

## **FACILITY LOCATION POLICY ANALYSIS**

**Proposed license:** License for the Department of Public Social Services – 611-623 South Carondelet Street – First District.

**A. Establish Service Function Category** – Regional and local public service function.

**B. Determination of the Service Area** – Near the existing DPSS Wilshire Special Office near Mid-Wilshire service area.

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

- Need for proximity to service area and population: Near the DPSS office at 2415 West Sixth street.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: This parking structure provides parking spaces for DPSS staff located nearby at 2415 W. Sixth Street.
- Compatibility with local land use plans: N/A
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed License over the two-year term is \$455,000.





License # 76951

## LOS ANGELES UNIFIED SCHOOL DISTRICT

### LICENSE AGREEMENT

#### PART I:

#### BASIC LICENSE INFORMATION

##### 1 SITE

**Address: Carondelet Parking Garage**

611- 623 South Carondelet St, Los Angeles, CA, 90057

Telephone: 213-891-9565

##### 2 LICENSEE: COUNTY OF LOS ANGELES

Address: 320 West Temple Street, Los Angeles , CA , 90012

Name: John T. Cooke

##### 3 **LICENSE AREA:** Non-exclusive, unreserved space for **100** County Employee vehicles with Licensor reserving the right to attendant park and retain keys as needed.

##### 4 **LICENSE USE PERIOD: TWO (2) Years from 11/01/2025 to 10/31/2027**

Licensee shall have the right to exercise Two (2) separate One (1) Year extension options to extend the terms of this agreement. The option time frames will be: **Option 1:** November 1, 2027 to October 31, 2028. **Option 2:** November 1, 2028 to October 31, 2029.

DISTRICT SHALL HAVE THE RIGHT TO TERMINATE THIS LICENSE FOR ANY REASON UPON SIXTY (60) DAYS' WRITTEN NOTICE TO LICENSEE. Licensee shall not be entitled to any reimbursement or other recourse for any loss or damages incurred as the result of the termination of this Agreement.

**DATE OF USE: 11/01/2025- 10/31/2027**

**TIME OF USE: Premises is accessible on a 24/7 basis**

**PROPOSED USE: Parking**

Licensee at its sole cost and expense, shall be responsible to obtain any permit or approval to use the License Area for its identified proposed use.

##### 5 **LICENSE FEE: \$250 application fee** paid prior to the execution of this Agreement.

**Starting 11/01/2025:**

**Months 01- 12 : \$18,636.50 per month**

**Months 13- 24 : Adjusted in accordance with CPI for the Los Angeles area.**

Payment must be in the form of CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER delivered to the address set forth in the Notices section below. The charges for utilities, custodial, and supplies are an estimate based upon the use described in the application and the current rates incurred by District. District shall review the actual costs incurred for utilities, custodial, and supplies under this Agreement. If the actual cost incurred exceeds the estimate, District shall provide Licensee with written notice of the actual costs and within ten (10) days of Licensee's receipt of said written notice, Licensee shall pay the difference between the estimated charges and the actual costs.

##### 6 **LICENSEE'S INSURANCE:** For the duration of the term, Licensee shall provide and maintain insurance in accordance with the current Insurance Requirements list provided by District. Licensee shall not be permitted to use the License Area until District has received and approved of Licensee's Insurance.

- 7 **NOTICES:** All notices required by this Agreement shall be in writing and delivered to Licensee at the address set forth above and to District as follows:

Los Angeles Unified School District Real Estate & Business Development  
333 S. Beaudry Avenue, 1st Floor Los Angeles, CA 90017  
Attn: Real Estate & Business Development  
Telephone: 213-241-6785

All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good transmission by the sending telecopier and a hard copy deposited in the U.S. mail within one (1) day of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. District and Licensee agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given hereunder by District's or Licensee's counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals' legal counsel. Notwithstanding any other provision, any notice required herein may be delivered by electronic mail or e-mail as the sole method of delivery or in addition to any other delivery method permitted herein.

THIS LICENSE AGREEMENT is made by and between District and Licensee, as respectively identified in Part I above. NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## **PART II: PROVISIONS IN ADDITION TO PART I ABOVE.**

- 8 **Grant of License:** District hereby grants to Licensee a nonexclusive license to use the License Area as set forth in Part I above and for no other purpose without the prior written consent of District, which consent may be withheld or conditioned in District's sole and absolute discretion. Licensee agrees to only use the License Area in strict accordance with the terms and conditions set forth herein. Licensee understands that its use is secondary to District's instructional program and no part of Licensee's use shall disrupt District's instructional program as determined by District in its sole discretion.
- 9 **Conditions:**
- (a) **As-Is Condition:** Licensee accepts the License Area "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Licensee agrees that District shall not make any alterations, modifications, repairs, or improvements to the License Area at any time.
- (b) **Alterations, Additions, or Improvements:** Licensee shall not make any alterations, additions, or improvements to the License Area during the term of this License Agreement. District discloses and Licensee understands that any alterations, modification, and improvements to the School may be subject to the approval of the Division of State Architect. Any alterations, additions, or improvements without the prior consent of District shall be construed as a breach of this Agreement.
- If Licensee makes any alterations, additions, or improvements to the License Area without the written consent of District, District shall have the right to restore the License Area to the condition the License Area were in immediately prior to Licensee's occupancy, and Licensee agrees to reimburse District for its costs incurred thereby within ten (10) days of Licensee's receipt of District's invoice. The exercise of District's right to restore the License Area shall not excuse Licensee's violation of this paragraph nor shall the exercise waive any other remedy available to District.
- (c) **Safe and Sanitary:** Licensee, at its sole cost and expense, shall use the License Area in a safe and sanitary manner. The License Area is part of an operating school and damage, destruction, and excess trash and debris will affect the District's ability to conduct the instructional program. Licensee shall report to District any deficiencies in maintenance or condition of the License Area. Licensee shall be responsible for and pay for any repairs or replacements or any damage to the License Area that may occur during the term hereof, that arises out of or is in any way related to Licensee's use of the License Area. Upon expiration of this Agreement, or on any earlier termination, Licensee shall surrender the License Area to District in the same condition as delivered to Licensee, ordinary wear and tear excepted.
- (d) **Comply with Law:** Licensee shall comply at all times during its use and occupancy of the License Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Licensee shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall Licensee cause, maintain, or permit any nuisance in, on, or about the License Area

- (e) **Signs and Posters:** (Board Rule 1316 - Announcements of Meetings (Amended 10-1-90)) Any person or group granted a permit to hold a meeting on school premises may post a sign announcing such meeting in the place and manner designated by the principal; provided that such sign shall not be larger than 24 inches by 48 inches in perimeter dimensions. The sign shall not be posted more than two hours prior to the time of the meeting, and shall be removed immediately after the meeting
- (f) **Food, Drinks, Tobacco, Liquor, Narcotics, Firearms, and Drones.** Licensee shall not allow food, candy, popcorn, drinks, or refreshments of any kind in the License Area without written permission by District or District's school principal or designee. Licensee shall enforce no smoking in the License Area and prohibit the use of profane language, the use of tobacco products, the use of electronic smoking devices, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting, or other forms of gambling or conducting a lottery. The possession and carrying of firearms and weapons of any kind on District property shall be prohibited, except for peace officers or other authorized law enforcement personnel, unless expressly authorized in writing in advance by District, which authorization and any conditions thereto shall be in its sole and entire discretion, shall be considered on a case-by-case basis, and may be withheld for any reason or no reason whatsoever. The operation of drones of any kind in the airspace above the District's premises is generally prohibited
- (g) **Use of Other Equipment; Classrooms:** The fee paid by Licensee is for the use of License Area only and does not include the use of any equipment located therein unless specifically identified in Part I above. If this Agreement includes the use of District's equipment, District does not guarantee the adequacy or the condition of any such equipment and Licensee agrees to accept the use of such equipment on an "as-is" and "where-is" basis and shall notify District of any damage or destruction of such equipment. Licensee shall reimburse District for the replacement value of such equipment if the damage or destruction of such equipment occurs during the term hereof and arises out of or is in any way related to Licensee's use of the License Area. If any classrooms are used, Licensee shall supply the necessary supervision to ensure that they are left in the same condition as found. Licensee understands that: (1) the students' and the teachers' desks may not be disturbed; (2) school supplies may not be used or touched (including materials on the bulletin board); (3) written material found on chalkboards may not be erased; (4) furniture that is moved must be restored to its original location; (5) students may not be in a classroom without a supervising adult; and (6) students may not utilize any portion of the School that is not designated as part of the License Area, the area immediately surrounding the License Area, and those logical pathways for access to and from the License Area.
- (h) **Flammables:** Licensee shall obtain the necessary permits from the City or County Fire Department prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides and, upon request, shall provide a copy of said permits to District.
- (i) **Emergency Access:** Emergency fire exit pathways shall be a continuous and unobstructed means of egress to a public way. Exit doors shall remain unlocked during all hours of operation.
- (j) **Persons with Convictions:** Licensee shall not allow any person who has been convicted of any of the offenses set forth in the Education Code, Section 44010 and is under the direction or control of Licensee to enter upon the License Area. A plea or verdict of guilty shall be deemed a conviction, irrespective of a subsequent order under the provisions of Penal Code Section 1203.4.
- (k) **Other Structures; Power Sources and Electrical Cables:** No structures may be erected or assembled on the License Area nor may any electrical, mechanical, or other equipment be brought thereon unless previously authorized in writing by District's Office of Environmental Health & Safety. Electrical cords and cables shall be in good condition (not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered. They shall not lie across vehicle pathways.
- (l) **Property Taxes/Assessments:** The property interest conveyed herein may be subject to real property, personal property or possessory interest taxation and/or assessment. In such event Licensee shall pay before delinquency all taxes or assessments which at any time may be levied by the State, County, City, or other tax or assessment levying body upon the License Area or due to Licensee's occupancy and any improvement or fixtures located hereon or, in the event District receives notice of such assessment after the expiration or earlier termination of this Agreement, Licensee shall reimburse District immediately upon receipt of written notice of the amount owed.
- (m) **Operation of Child Care Facility.** Licensee shall not operate a Child Day Care Center on the License Area without the appropriate license(s), permit(s) and approval(s) required by the California Department of Social Services. Licensee agrees that if Licensee's use qualifies as a Child Day Care Center at any time, Licensee shall immediately stop its activities until Licensee has obtained all necessary permits and approvals for the Child Day Care Center. If Licensee's use of the License Area as described in Section I involves instruction and/or activities for children or youth, Licensee shall complete "Addendum A to Facility Use License," which shall be attached hereto and incorporated as a part of this License.
- (n) **Fingerprinting and Background Clearance.** If Licensee and its personnel, agents or volunteers will have more than limited contact with students, Licensee shall abide by the requirements of Education Code section 45125.1 and submit their fingerprints for background check and clearance in a manner authorized by the California Department of Justice.

- (o) **Tuberculosis Testing.** Licensee assures that its employees, subcontractors and agents providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.

**10 Waiver; Indemnity:**

- (a) District shall not be liable for and Licensee hereby waives all claims against District for damage to any property or injury, illness, or death of any person in, upon or about the License Area arising in any way due to, in connection with, or related to, directly or indirectly, the use of the License Area by Licensee, Licensee's employees, agents, invitees, or contractors. District and Licensee hereby agree and acknowledge that the relationship between District and Licensee is solely a District/Licensee relationship and not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of District or as part of District's operations as a school district. The provisions of this Section 10(a) shall not apply to the extent that all or part of the liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of District's obligations under this Agreement.
- (b) To the fullest extent permitted by law, Licensee shall indemnify, defend, and protect District, its Board of Education, its officers, directors, other members, partners, employees, agents, and independent consultants (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by Licensee of the License Area, or (ii) any default by Licensee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensee's part to be observed or performed; (iii) the use or occupancy of the License Area by Licensee or any person claiming by, through, or under Licensee, Licensee's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); and (iv) any claim by a third party that District is responsible for any actions by Licensee in connection with any use or occupancy of the License Area or in any way related to this Agreement. The provisions of this Section 10(b) shall not apply to the extent that all or part of the liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of District's obligations under this Agreement.

Notwithstanding anything to the contrary set forth in this Section 10, District shall remain liable for any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy by District of the License Area, including, without limiting the generality of the foregoing: (a) any default by District in the observance or performance of any of the terms, covenants, or conditions of this Agreement on District's part to be observed or performed; and (b) the use or occupancy of the License Area by District or any person claiming by, through or under District or District's employees, agents, contractors, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement.

The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement

- 11 Hazardous Materials:** Licensee shall not cause or permit any hazardous material, as defined below, to be brought, kept, or used in or about the School by Licensee or its agents, employees, contractors, or invitees in violation of said Environmental Laws. Licensee agrees to indemnify, defend (by counsel approved by District), and hold District harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without limitation diminution in value of the School and sums paid in settlement of claims, attorneys' fees, consultant fees, and experts' fees) which arise during or after the term of this Agreement as a result of Licensee's breach of this provision. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court orders and administrative directives, rules, and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater.

The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

- 12 Announcements:** Licensee shall read or have read the following statement at the beginning of any meeting or other activity which is open to the public held pursuant to this License Agreement: **"Use of these school premises has been granted pursuant to the provisions of Sections 17400, et seq., of the Education Code of the State of California to County of Los Angeles from the Board of Education of the Los Angeles Unified School Board of Education does not sponsor or take responsibility, nor does it necessarily endorse any of the activities, statements, or opinions which may be expressed at this meeting or activity."** Licensee shall include the above statement in any and all written material,

statements, fliers, publications, electronic publications on the Internet, etc., relating to activities held in connection with this use. This statement must be in type eight (8) points or larger.

Licensee shall include this statement in connection with any audio or video dissemination of information concerning the activities to be held pursuant to this License Agreement.

- 13 Security:** District makes no representations or warranties regarding the safety or security of the License Area. District shall not provide, supervise, or furnish personnel in connection with personal safety and security of Licensee's employees, invitees, customers, or other persons within and about the License Area.
- 14 Assignment:** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the License Area.
- 15 Default by Licensee:** Each of the following shall be a material breach of this Agreement by Licensee
- (a) Licensee shall fail to make any payment owed by Licensee under this Agreement, as and when due, and where such failure is not cured within three (3) business days following receipt of written notice by Licensee from District; an
  - (b) Licensee shall fail to observe, keep or perform any of the terms, covenants, agreements, or conditions under this Agreement that Licensee is obligated to observe or perform, other than that described in subparagraph (a) above, for a period of five (5) days after notice to Licensee of said failure; provided, however, that if the nature of Licensee's default is such that more than five (5) days are reasonably required for its cure, then Licensee shall not be deemed to be in material breach of this Agreement if Licensee shall commence the cure of such default so specified within said five(5) day period and diligently prosecutes the same to completion, but in no event shall Licensee have a period longer than twenty (20) days to cure such default
- If a default shall be made under any provision of this Agreement, District may reenter the License Area, take possession thereof, and remove all persons therefrom.
- If Licensee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to District at law, Licensee hereby agrees that District shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to District's use of the unlawful detainer procedure on the basis that its real property interest in the License Area is a license and not a lease.
- 16 Circumstances Beyond District Control:** Licensee agrees that circumstances beyond the control of the District such as, but not limited to, natural disasters, civil unrest, or damage or destruction to the License Area that prohibit or limit the use of the License Area shall cause this Agreement to automatically terminate unless the parties execute a written instrument agreeing to continue this Agreement in effect as modified. In the event this Agreement terminates pursuant to this provision, Licensee shall be entitled to a refund of that portion of the License Fee paid by Licensee applicable to the period that the License Area is not available for use by Licensee. LICENSEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECOURSE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION.
- 17 Severability; Section Headings:** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.
- 18 Time of Essence:** TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.
- 19 Entire Agreement:** All prior understandings and agreements between the parties or other third parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.
- 20 Modification or Amendment:** This Agreement may not be modified, amended, or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such modification, amendment, or termination is sought.
- 21 Legal Actions:** If either party named herein brings an action to enforce the provisions hereof or declares rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, District shall not be liable to Licensee for consequential damages

incurred in connection with this Agreement, including, but not limited to, loss of profits or other revenue, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

**22 Absence of Waiver:** No waiver by District or Licensee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by District or Licensee of the same or any other provision.

**23 Cumulative Remedies:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all of the remedies at law or in equity

**24 District's Right of Entry:** District and District's agents shall have the right to enter upon the License Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the License Area as District may deem necessary or desirable.

**25 Facsimile, Electronic or E-Mail Transmission:** Any executed copies of the License Agreement and all related documents may be executed and delivered by facsimile, electronic or e-mail transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to the License Agreement hereby warrant and represent that any document which they deliver by facsimile, electronic or e-mail transmission shall be a true and correct copy of the original document. All parties hereby agree that, when delivery of a document is effected by a facsimile, electronic or e-mail transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered. **26 Representations & Warranties:**

(a) If License Area is being used for the operation of a child care program, as that term is described by the California Department of Social Services, Licensee represents and warrants that it has all licenses or certificates required to operate the childcare program or has received waivers from such requirements. Copies of such licenses and permits shall be provided immediately to District upon request. Licensee shall notify District immediately of any suspension, termination, non-renewal or restriction of any required license or permit.

(b) Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and the Agreement shall be binding upon the parties hereto. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.

**27 COVID-19:** For as long as the County of Los Angeles Department of Public Health continues to require guidelines and protocols associated with COVID-19, Licensee must agree to, and comply with, all such guidelines and protocols and agree to follow all of the County guidelines in effect on the date of use and protocols for the Licensee's permitted use (youth and adult, indoor and outdoor). The County guidelines for Licensee's intended use can be found on the District's Website.

This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate execution hereof, this Agreement may be executed by handwritten signing or by electronically transmitted facsimile of such signing, either of which shall create a validly executed document, in as many counterparts as may be required.

This Agreement is issued in accordance with the provisions of the Education Code of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth adjacent to their respective signatures.

**DISTRICT:**

**LOS ANGELES UNIFIED SCHOOL DISTRICT,**

a School district duly organized and existing under the laws of  
the State of California

Date: \_\_\_\_\_

By:

\_\_\_\_\_

Name: Mark Borison

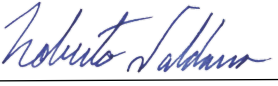
Title: Director of Real Estate & Business Development

**LICENSEE:**

**APPROVED AS TO FORM:**

**DAWYN R. HARRISON**

**County Counsel**

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

**COUNTY OF LOS ANGELES, a body corporate  
and politic**

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

**Date:** \_\_\_\_\_

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

The Chief Executive Office conducted a market search of available secured parking structures for license, but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the monthly parking rental range for a comparable parking structure in the area is between \$200 and \$260 per parking space, per month. The monthly license fee of \$186 per parking space, per month for the proposed License represents a rate that is below the market range for the area.

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

The proposed license will provide adequate and efficient parking space for 100 employees, consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.