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**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](mailto:ceo.lacounty.gov)

**ACTING CHIEF EXECUTIVE OFFICER**

Joseph M. Nicchitta

*"To Enrich Lives Through Effective and Caring Service"*

February 10, 2026

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:

**TEN-YEAR GRATIS LEASE AMENDMENT  
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL, INC.  
1150 WEST AVENUE I, LANCASTER  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed ten-year gratis lease amendment (Amendment) with Antelope Valley Domestic Violence Council, Inc., a California nonprofit public benefit organization (AVDVC) to continue operation of the Valley Oasis Shelter for victims of domestic violence, located at 1150 West Avenue I, Lancaster (Premises).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Amendment for the continued use by the AVDVC at the Premises is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter.
2. Find that pursuant to Government Code Section 26227, the recommended action to authorize execution of the proposed Amendment will serve a public purpose and will make available County real property, not needed for County purposes, and by extending the lease term on a gratis basis to AVDVC will meet the social needs of the population of Los Angeles County (County), by providing services for victims of domestic violence.
3. Authorize the Acting Chief Executive Officer, or his designee, to execute the proposed Amendment on the terms described in this Board Letter, including waiver of any past due hold-over rent in an amount not to exceed \$60,000.

4. Approve the Amendment and authorize the Acting Chief Executive Officer, or his designee, to negotiate, approve, and execute any ancillary documentation or amendments, approved as to form by County Counsel, which are necessary to effectuate and implement the proposed Amendment of the Premises to AVDVC and waive hold over rent, as set forth herein.

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

The County prioritizes efforts that support vulnerable populations, including, but not limited to, all victims of domestic violence. AVDVC has operated the Valley Oasis Shelter for victims of domestic violence since 1981. AVDVC occupies an improved County-owned parcel, containing approximately 160,000 square feet of land, along with bungalows and other structures, totaling approximately 17,000 square feet, located in the Antelope Valley.

AVDVC operates an emergency shelter, open 24 hours a day, providing services such as counseling, shelter, food, clothing, transportation, and legal assistance to men, women, and children of all ages who are victims of domestic violence. This shelter is unique in that it is one of the first shelters in the Country to provide services to men. The shelter has a 65-bed capacity and on average assists 330 individuals per year. It also offers a transitional housing program and works directly with programs such as the County's Welfare-to-Work program and a domestic violence intervention program funded through the County's Department of Public Social Services.

In 1994, your Board approved a ten-year gratis license with AVDVC, and in 2001, the Board approved a replacement of the license agreement with a ten-year gratis lease to assist the AVDVC in qualifying for the Federal Emergency Shelter Grant 2000, which would be used to upgrade the existing facility. The lease was subsequently amended in 2005 to extend the term and to clarify that AVDVC would be responsible for all repairs and maintenance of the property. It was amended again in 2016 to extend the term to December 10, 2025. The lease is now in a month-to-month tenancy. As per the lease, hold-over rent is assessed at a fair market value not less than \$20,000 per month. At no fault of AVDVC, the enclosed proposed Amendment and this Board letter could not be completed before the lease went into holdover.

To be consistent with the hold-over provisions in other County gratis leases, the proposed Amendment includes removal of any requirement to pay hold-over rent. In addition, the proposed Amendment waives any hold-over rent that might be due and payable to the County under the lease, including any hold-over rent due from the period commencing December 11, 2025, to the date the proposed Amendment is executed, which should not exceed \$60,000.

Section 26227 of the California Government Code authorizes your Board to make available real property to nonprofit corporations to carry out programs that meet the social needs of the population of the County. We recommend the proposed Amendment continues AVDVC's gratis use of the property because AVDVC has been improving the property with new buildings, landscaping, gates, walls, playground equipment, generators, and Americans with Disabilities Act-compliant, among other items through grants that they regularly apply for.

The proposed Amendment will have the following new provisions:

- An extension of term to December 10, 2035.
- Updated insurance provisions to align with current County insurance requirements.

- The County's consent required for any lease assignment, and to limit such assignment to another nonprofit entity that will provide services comparable to the current use.
- An annual \$1,000 inspection fee for two inspections per lease year to verify that the property is maintained in good condition.
- Deletes the requirement to pay hold-over rent and waives any hold-over rent due from the period commencing December 11, 2025, to the date the proposed Amendment is executed, which should not exceed \$60,000.

### **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 2 – “Foster Vibrant and Resilient Communities” – supports that the investments in the lives of County residents are sustainable only when grounded in strong communities. LA County, with the support of a network of public/private partnering, faith-based organizations, community-based organizations, philanthropic organizations, and local governments will foster vibrant and resilient communities.

The proposed Amendment is also consistent with the Strategic Asset Management Goal to strengthen connection between service priorities and asset decisions, and Key Objective No. 1 of Funding Highest Priority Needs.

The proposed Amendment supports the above goals and objective by using County-owned space to facilitate in the support of vulnerable populations in all aspects of life.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact by granting the proposed Amendment other than waiving an amount not to exceed \$60,000. AVDVC will continue to provide a vital service to the County's most vulnerable populations while remaining responsible for all costs for maintenance, repairs, utilities, and annual inspection fees associated with the property.

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

Section 26227 of the California Code authorizes your Board to expend money to establish programs, or fund programs deemed by your Board to be necessary, to meet the social needs of the population of the County. Section 26227, moreover, authorizes your Board to make available real property to nonprofit corporations to carry out these programs without complying with any other provisions of the California Government Code, including the Surplus Land Act. The proposed Amendment will allow the AVDVC to continue to operate its domestic violence shelter at the property on a gratis basis for another ten years.

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

## **ENVIRONMENTAL DOCUMENTATION**

The proposed Amendment is categorically exempt from the provisions of CEQA because it is within certain classes of projects that have been determined not to have a significant effect on the environment according to section 15301 of the State CEQA Guidelines (Existing Facilities), and Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. Additionally, the action will comply with all applicable regulations, is not located in a sensitive environment, has no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled, pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the records of the proposed project.

Upon your 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 at the Governor's Office of Land Use and Climate Innovation, in accordance with section 21152(a) of the Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

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

The recommended actions will not affect any current services.

Respectfully submitted,



Joseph M. Nicchitta  
Acting Chief Executive Officer

JMN:JG:JTC  
JLC:HD:MGR:KG:ja

Enclosures

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

**AMENDMENT NO. 3 TO LEASE AGREEMENT COL-462  
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL**

**THIS AMENDMENT NO. 3 TO ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL LEASE AGREEMENT COL-462** (together with all exhibits, attachments, and schedules hereto, if any Amendment No. 3) is made and entered into effective as of the last signature date below (the Effective Date) by and between the COUNTY OF LOS ANGELES, a body corporate and politic (County) acting by and through its Chief Executive Office and ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL, a California non-profit benefit organization (individually as a Party and collectively with County, the Parties.) who is the lessee of a portion of County-owned property containing approximately 160,000 square feet of land, identified as a portion of Assessor's Parcel Number: 3203-013-900, along with bungalows and other structures, totaling approximately 16,700 square feet of improvements.

**RECITALS:**

**A. WHEREAS**, the parties entered into License Agreement No. 67715 on July 26, 1994, which was amended on July 5, 2000 (collectively License Agreement No. 67715), whereby a license agreement was granted for the exclusive use of a portion of County-owned property as stated above.

**B. WHEREAS**, the parties agreed to terminate License Agreement No. 67715, upon entering into Lease Agreement COL-462 on December 11, 2001, for a term of ten years, which was due to expire on December 10, 2011 (the Agreement);

**C. WHEREAS**, Lessee and County then entered into Amendment No. 1 to Lease Agreement COL-462 on February 3, 2005 that amended the term of the Lease to expire on December 10, 2020;

**D. WHEREAS**, Lessee and County then entered into Amendment No. 2 to Lease Agreement COL-462 on March 31, 2016 that amended the term of the Lease to expire on December 10, 2025;

**E. WHEREAS**, Lessee is in holdover and is required to pay \$20,000 per month as holdover rent under the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed to be a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **Amendment to Lease.** Paragraph 2.01 "Term" will be deleted in its entirety and the replaced with the following:

"The term of the Lease shall commence on December 11, 2025 and terminate on December 10, 2035."

2. **Amendment to Lease.** Paragraph 2.02 "Term" will be deleted in its entirety and the replaced with the following:

"In the event Lessee holds over beyond the end of the term provided with the consent, express or implied of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease. To the extent any holdover rent was due to the County for the period commencing December 11, 2025 to the date the proposed Amendment is executed, which should not exceed \$60,000, such amounts are hereby waived."

3. Amendment to Lease. Section 7 "Insurance" will be deleted in its entirety and replaced with the following:

7. Insurance:

7.1 Lessee's Insurance: Without limiting the Lessee's indemnification of Lessor and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease (the "**Required Insurance**"). These minimum insurance coverage terms, types and limits also are in addition to and separate from any other contractual obligation imposed upon Lessee pursuant to this Lease. The Lessor in no way warrants that the Required Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Lease. The County of Los Angeles reserves the right at its' reasonable discretion to adjust the insurance requirements based on elevated risk factors.

Evidence of Coverage and Notice to Lessor:

Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this Lease.

Renewal Certificates shall be provided to Lessor not less than 10 days prior to Lessee's policy expiration dates. The Lessor reserves the right to obtain complete, certified copies of any required Lessee insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease 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 Lessee identified in this Lease. 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 Lessor required endorsement forms.

Neither the Lessor's failure to obtain, nor the Lessor'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 Lessee, 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  
555 W. 5<sup>th</sup> Street  
Los Angeles, California 90013  
Attention: Joyce Chang, Senior Manager

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

7.2 Additional Insured Status and Scope of Coverage: The Lessor, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Lessor and its Agents), shall be provided additional insured status under Lessee's General Liability policy with respect to liability arising from or connected with the Lessee's acts, errors, and omissions arising from and/or relating to the Lessee's operations on and/or its use of the premises. Lessor's additional insured status shall apply with respect to liability and defense of suits arising out of the Lessee's acts or omissions, whether such liability is attributable to the Lessee or to the Lessor. The full policy limits and scope of protection also shall apply to the Lessor as an additional insured, even if they exceed the Lessor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

7.3 Cancellation of or Changes in Insurance: Lessee shall provide Lessor with, or Lessee's insurance policies shall contain a provision that Lessor 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 Lessor 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 Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Lessor, upon which the Lessor may suspend or terminate this Lease if such default is not cured within 10 days after written notice to Lessee thereof.

7.4 Failure to Maintain Insurance: Lessee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

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

7.6 Lessee's Insurance Shall be Primary: Lessee's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Lessor. Any Lessor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Lessee coverage.

7.7 Waiver of Subrogation: To the fullest extent permitted by law, the Lessee hereby waives its and its insurer(s) rights of recovery against Lessor under all required property insurance policies for any loss arising from or related to this Lease. The Lessee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver. To the fullest extent permitted by law, the Lessor hereby waives its and its insurer(s) rights of recovery against Lessee for any loss arising from or related to this Lease under all required property insurance policies or any self-insurance maintained with respect thereto. The Lessor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver, and to the extent of any self-insurance, hereby waives any such right of subrogation.

7.8 Deductibles and Self-Insured Retentions (SIRs): Lessee's policies shall not obligate the Lessor to pay any portion of any Lessee deductible or SIR. Where deductible requirements are not otherwise stated herein, the Lessor retains the right to require Lessee to reduce or eliminate policy deductibles to not more than \$250,000 (increased annually by the percentage increase in CPI-All Urban Consumers) and SIRs as respects the Lessor, or to provide a bond guaranteeing Lessee'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.

7.9 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 Lease. Lessee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

7.10 Application of Excess Liability Coverage: Lessee 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.

7.11 Severability of Interests. A severability of interest provision shall apply for all the Additional Insureds, ensuring that Sublessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s). There shall be no cross liability exclusions.

7.12 Lessor Review and Approval of Insurance Requirements: The Lessor reserves the right to review and adjust the Required Insurance provisions in its discretion and consistent with insurance requirements generally applicable for other children's camp facilities. Insurance Coverage Requirements. Lessee shall maintain the following:

7.13 General Liability insurance (written by ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

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

7.13.1 Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$ 1 million for each accident and

providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto"; and

7.13.2 Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease — policy limit:	\$1 million
Disease — each employee:	\$1 million

7.13.3 Professional Liability insurance (errors and omissions) with limits of insurance no less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Coverage shall include employment practices, student liability, corporal punishment and sexual misconduct. This policy must also provide coverage for third party liability losses, including losses that arise out of local, state, or federal anti-discrimination laws, except that Lessee may instead elect to provide coverage for losses that arise out of local, state, or federal anti-discrimination laws through a separate employment practices liability insurance (EPLI) policy that has limits of not less than \$1,000,000 per claim, \$3,000,000 in the aggregate. Lessee shall maintain the insurance required in this subsection for a minimum of three years after termination of this Lease.

7.13.4 Commercial Property Insurance. Such insurance shall:

Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 (increased annually by the percentage increase in CPI-All Urban Consumers) or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Lessee and Lessor as their interests may appear.

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

7.14 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CEO, Real Estate Division, 555 W. Fifth St., 36<sup>th</sup> Floor, Los Angeles, California 90013, on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

4. Amendment to Lease. Section 9 "Transfers" will be deleted in its entirety and replaced with the following:

9. Transfers, Assignment and Subletting:

9.1 No Assignment: Lessee shall not, without the prior written consent of Lessor, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein (each a Transfer). Moreover, any Transfer of the Lease, or any interest, right, or privilege therein shall only be made to another non-profit entity that will provide services comparable to the use set forth in Section 1.02. Transfer to a for-profit will be considered a material default as defined below in Section 9.1A.

For purposes of this provision, the following acts of Lessee shall be considered an assignment requiring the prior written consent of Lessor to be effective:

Any assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same hereunder by any non-profit entity other than the Lessee (whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism),

In the event one of the above occurs without Lessor's express prior written approval, such occurrence shall constitute an Event of Default that shall entitle Lessor, at its sole discretion, to terminate this Lease. In the event of such termination, County shall be entitled to pursue the same remedies against Lessee as it could pursue following an Event of Default by Lessee pursuant to the terms hereof, including without limitation Section 13, at law and in equity.

A. Default by Lessee:

(1) Material Default: The occurrence of any of the following shall constitute a material default and breach of this Lease (each an "Event of Default"):

- (a) A failure by Lessee to remain a nonprofit organization in good standing in the State of California at all times during the term of this lease;
- (b) A failure by Lessee to observe and perform any agreement, term, covenant or condition in this lease applicable to Lessee etc.
- (c) Transferring Lessee's interest under this lease in violation of this Section 9.1A. Transfer to any entity other than another nonprofit shall automatically terminate this Lease.

5. Amendment to Lease. Section 3 "Payment" will have the following section added:

3.02. Inspection fee. Lessee shall pay an annual inspection fee in the amount of \$1,000 due and payable on the Commencement Date and each anniversary of the Commencement Date. Said fee shall reimburse Lessor for the inspections set forth in Section below.

6. Amendment to Lease. Section 4 "Operating Responsibilities" will have the following section added:

4.08 Lessor will conduct two inspections of the property during each lease year in order to verify that Lessee is maintaining the property in good condition and repair.

7. Amendment to Lease. Section 8.01 "Taxes and Assessments" will have the following section added:

8.02 Taxation of Leased Area: The Parties acknowledge that the Premises may be subject to Possessory Interest Taxes (as defined in California Revenue and Taxation Code Section 107) and that such taxes will be paid by Lessee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Lessee 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 Leased Area and any improvements located thereon. If Lessee fails to pay any lawful taxes or assessments upon the Leased Area, which Lessee is, obligated to pay, Lessee will be in default of the Lease. County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Lessee to County upon demand.

8. Ratification. Except as amended by the provisions of this Amendment No. 3, the terms and provisions of the Agreement remain in full force and effect. County and Antelope Valley Domestic Violence Council ratify and affirm the Agreement as amended by this Amendment No. 3.

9. Choice of Law. The terms and provisions of this Amendment No. 3 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of law provisions.

10. Entire Agreement and Modification. The Agreement as modified by this Amendment No. 3 constitutes the final, complete and exclusive statement of the terms of the agreement of County and Antelope Valley Domestic Violence Council, and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of County and Antelope Valley Domestic Violence Council. This Amendment No. 3 shall be deemed to be incorporated into the Agreement and made a part thereof. All references to the Agreement in any other document shall be deemed to refer to the Agreement as modified by this Amendment No. 3. Except as modified by this Amendment No. 3, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event that the terms of this Amendment No. 3 conflict with the terms of the Agreement and its schedules, the terms of this Amendment No. 3 shall control. Neither County nor Antelope Valley Domestic Violence Council has been induced to enter in to this Amendment No. 3 by, nor is County or Antelope Valley Domestic Violence Council relying upon, any representation or warranty other than those set forth in this Amendment No. 3. Any agreement made after the date of this Amendment No. 3 shall be ineffective to amend this Amendment No. 3, in whole or in part, unless such agreement is in writing, is signed by County and , Antelope

Valley Domestic Violence Council and specifically states that the agreement amends or modifies this Amendment No. 3 (or the Agreement, as amended by this Amendment No.3).

11. **No Drafting Presumption.** The doctrine or rule of construction that ambiguities in a written instrument or agreement shall be construed against the party drafting the same shall not be employed in connection with this Amendment No. 3.
12. **Partial Invalidity.** If any term, covenant or provision of this Amendment No. 3 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 3, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 3 will be valid and enforceable to the fullest extent permitted by law.
13. **Construction.** Unless the context clearly requires otherwise, in this Amendment No. 3 (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting. Each covenant, agreement, obligation or other provision of this Amendment No. 3 shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Amendment No. 3, unless otherwise expressly provided in this Amendment No. 3.
14. **Capitalized Terms; Paragraph References.** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, unless otherwise defined in this Amendment No. 3. Unless otherwise noted, section references in this Amendment No. 3 refer to sections in Agreement, as amended by this Amendment No. 3.
15. **Captions.** The captions to the sections in this Amendment No. 3 are included for convenience of reference only and do not modify or define any of the provisions of this Amendment No. 3.
16. **Counterparts.** This Amendment No. 3 and any other document necessary for the consummation of the transaction contemplated by this Amendment 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 Amendment 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 Amendment had been delivered and had been signed using a handwritten signature. County and State (i) agree that an electronic signature, whether digital or encrypted, of a party to this

Amendment 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 Amendment based on the foregoing forms of signature.

17. Electronic Signatures. If this Amendment 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.

[*SIGNATURE PAGE IMMEDIATELY FOLLOWS*]

**IN WITNESS WHEREOF**, Antelope Valley Domestic Violence Council has executed this Amendment No. 3 or caused it to be duly executed and County of Los Angeles, pursuant to the \_\_\_\_\_ Board Motion has caused this Amendment No. 3 to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

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

**JOSEPH M. NICCHITTA**  
Acting Chief Executive Officer

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

**ANTELOPE VALLEY DOMESTIC VIOLENCE  
COUNCIL**

By: \_\_\_\_\_  
Sarah Perry  
Its: Chief Executive Officer

Date: 12/31/25

**ATTEST:**

**DEAN C. LOGAN**  
Registrar-Recorder/County Clerk

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

**APPROVED AS TO FORM:**

**DAWYN R. HARRISON**  
County Counsel

By: \_\_\_\_\_  
Amy Cooper  
Deputy County Counsel