

CITY OF LOS ANGELES  
CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

March 25, 2021

Richard H. Llewellyn Jr., Chair  
Municipal Facilities Committee  
200 N. Main Street, Suite 1500  
Los Angeles, California 90012

**NOTIFICATION OF SPACE ASSIGNMENT – LAHSA MASTER LICENSE AGREEMENT**

The Department of General Services (GSD) is submitting a Notification of Assignment (NOA) to the Municipal Facilities Committee (MFC) to add the following site to the Los Angeles Homeless Services Authority (LAHSA) Master License agreement:

- 1819 S. Western Ave, Los Angeles, CA 90006

**BACKGROUND**

On June 29, 2018, the City Council approved an MFC report (C.F. 08-3323-S1) for a new Master License Agreement with the LAHSA to establish satellite offices for community outreach in City owned buildings. Under the framework of the Agreement, GSD is required to provide an NOA to the MFC to add or remove spaces at the direction of each Council District participating in the program.

CD-10 plans to lease their field office located at 1819 S. Western to the LAHSA in order to create a community outreach hub for constituents in the local vicinity. Due to the lengthy lease process, CD-10 and LAHSA have agreed to add up to 500 S.F of office space to the Master License Agreement in order to establish an earlier presence in the community and provide services.

**TERMS AND CONDITIONS**

The Master License agreement of five years, entered into on December 19, 2018, is co-terminus with the services contract between the Housing Community Investment Department (HCID) and LAHSA. This space will be provided in one-year increments. The City may revoke the space with 30 days' notice. LAHSA will provide furniture and necessary equipment.

A complete set of terms and conditions are outlined on the attached term sheet.

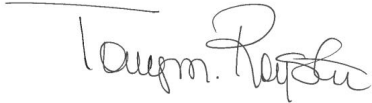


**FISCAL IMPACT**

There is no impact to the General Fund. No revenue will be generated from this license during the term.

**RECOMMENDATION**

That the Municipal Facilities Committee note and file this Notification of Assignment report.

A handwritten signature in black ink, appearing to read "Tony M. Royster". The signature is written in a cursive style with a horizontal line above the first few letters.

Tony M. Royster  
General Manager

Attachments: Term Sheet  
LAHSA Master License Agreement

## LEASING TERM SHEET

MFC DATE

---

LANDLORD

ADDRESS

---

TENANT

ADDRESS

---

LOCATION

AGREEMENT TYPE

USE

SQUARE FEET

TERM

RENT START DATE

LEASE START DATE

OPTION TERM

HOLDOVER

SUBLET/  
ASSIGNMENT

TERMINATION

RENTAL RATE

ESCALATION

RENTAL ABATEMENT

ADDITIONAL RENT

PROPERTY TAX

OPEX

CAM

OTHER	
SECURITY DEPOSIT	N/A
MAINTENANCE/ REPAIR	Other As provided by the City at this site
MAINTENANCE/ REPAIR DETAILS	
TENANT IMPROVEMENTS	
PARKING	Non-reserved
UTILITIES	As provided by the City at this site
CUSTODIAL	As provided by the City at this site
SECURITY	As provided by the City at this site
PROP 13 PROTECTION	City is Exempt
INSURANCE (City)	Tenant shall indemnify and hold harmless the City
OTHER:	

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 12/17/2018

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): GSD - REAL ESTATE SERVICES

CONTACT PERSON: JOHN-MICHAEL MENDOZA PHONE: 213-922-8549

CONTRACT NO.: C-132576 COUNCIL FILE NO.: 08-3323-S1

ADOPTED BY COUNCIL: 06/29/2018  
DATE

APPROVED BY BPW: \_\_\_\_\_  
DATE

NEW CONTRACT   
AMENDED AND RESTATED   
ADDENDUM NO.   
SUPPLEMENTAL NO.   
CHANGE ORDER NO.   
AMENDMENT

CONTRACTOR NAME: Los Angeles Homeless Services Authority (LAHSA)

TERM OF CONTRACT: \_\_\_\_\_ THROUGH: \_\_\_\_\_

TOTAL AMOUNT: \$0.00

**PURPOSE OF CONTRACT:**

Municipal Facilities Committee report, dated June 4, 2018, relative to a new Master License Agreement with the Los Angeles Homeless Services Authority (LAHSA) for establishment of satellite offices Citywide with an initial location at 19040 Vanowen Street Citywide to utilize space to facilitate homeless outreach activities.

## SUMMARY OF MASTER LICENSE AGREEMENT

For informational purposes only - not part of the Master License Agreement

LAND NO.:  
CF NO.: 08-3323-S1

Council Approval: 7/2/18

EBO STATUS:  
LWO STATUS:  
SDO STATUS:  
CRO STATUS:  
EEO STATUS:

OCC Date:  
OCC Date:

SDO affidavit receipt date:  
CRO questionnaire receipt date:  
EEO/AA certification receipt date:

Premises'  
Address:

Potentially multiple locations, subject to change from time to time, each time to be memorialized by the parties' mutual execution of a "Master License Implementation Agreement".

Licensor:

City of Los Angeles ("City").

Licensee:

Los Angeles Homeless Services Authority ("LAHSA").

Use:

LAHSA may use the Premises solely as office space in connection with LAHSA's performance of those homeless outreach activities specified in that certain contract between LAHSA and City, acting by and through its Housing and Community Investment Department, which contract was fully executed on September 16, 2015 and is identified as City Contract No. C-126258, as such contract may be amended and/or restated from time to time (collectively, "Service Contract").

Term:

Subject to City's option to terminate any or all of the locations comprising the Premises with a 30-day written notice to LAHSA, which notice may be given at any time and from time to time, this Master License Agreement shall expire upon the earlier of the following: (i) termination or expiration of the Service Contract, which has a one-year term that may be renewed by the City on an annual basis or (ii) the fifth (5<sup>th</sup>) anniversary of the effective date of this Master License Agreement.

Rent:

\$0.00

Utilities:

City shall pay for standard utilities servicing the Premises.

Custodial Services:

City shall provide standard custodial services for the Premises.

Tenant Improvement:

City shall have no obligation to provide any tenant improvement.

As-Is:

Licensee shall take the Premises in its as-is condition.

Parking:

No parking space is reserved or guaranteed for Licensee's use.

(v EGY 9-10-18)

**MASTER LICENSE AGREEMENT**  
between  
Los Angeles Homeless Services Authority  
and  
City of Los Angeles  
(various locations)

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EXHIBIT B: INSURANCE REQUIREMENTS

**MASTER LICENSE AGREEMENT**

between

Los Angeles Homeless Services Authority

and

City of Los Angeles

(various locations)

This Master License Agreement ("License") is entered into, for identification purposes only, as of Dec 6, 2018, by and between Los Angeles Homeless Services Authority, a joint powers agency of the City of Los Angeles and the County of Los Angeles ("Licensee"), as licensee hereunder, and the City of Los Angeles, a California municipal corporation and charter city ("City"), acting by and through its Department of General Services, as licensor hereunder. Licensee and City shall be collectively referred to herein as the "Parties, and each a "Party".

**RECITALS**

- A. Licensee is contractually obligated to provide certain specified homeless outreach activities pursuant to a contract between Licensee and City, acting by and through its Housing and Community Investment Department, which contract was fully executed on September 16, 2015, and is identified as City Contract No. C-126258, as such contract may be amended and/or restated from time to time (collectively, "Service Contract").
- B. The Parties believe that, in order to optimize the effectiveness of Licensee's homeless outreach activities under the Service Contract, it is important for Licensee to establish one or more field offices and conduct some of those activities out of such field office(s).
- C. The Parties plan to work together to identify, from time to time, appropriate City-owned building(s), within which Licensee may establish its field office(s) solely to carry out Licensee's obligation under the Service Contract.
- D. The purpose of this License is to set up a master agreement that specifies the terms and conditions under which City would grant permission to Licensee to use City-owned buildings for Licensee to establish the said field office(s). As the location of each field office is identified and mutually agreed upon by the Parties, such location may be added to the coverage of this License and be subject to the terms and conditions hereof. The mechanism for adding a location to the coverage of this License is through the Parties' execution of a "Master License Implementation Agreement".



## AGREEMENT

### ARTICLE 1. BASIC LICENSE PROVISIONS

1.1. **Capacity Of City As Owner.** Except where clearly and expressly provided otherwise in this License, the capacity of the City of Los Angeles in this License shall be as the property owner only, and all obligations or restrictions, if any, imposed by this License on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City pursuant to federal, state, or local law. Nothing in this section or this License shall be construed as abrogating or limiting any immunities or exemptions which the City is entitled under the law.

1.2. **Execution Date.** The defined term "Execution Date" shall mean the date the Office of the City Clerk of Los Angeles attests this License.

1.3. **Premises.** At any given time during the term of this License, the "Premises" shall mean, collectively, all office spaces, if any, that are subject to this License at that point in time, as evidenced by and specified in one or more Master License Implementation Agreement(s), which may be executed by the Parties from time to time. A Master License Implementation Agreement may add to and/or remove from the Premises one or more office spaces. A form of the Master License Implementation Agreement is attached hereto as **Exhibit A**. The initial Premises shall include that certain office space specified in the "First Master License Implementation Agreement", which shall be executed concurrently with the execution of this License. In the event that, at any given time during the term of this License, the Premises does not include any office space, this License shall not automatically terminate.

1.4. **Title To Premises.** Licensee hereby acknowledges that title to the Property (as defined below) vests with City, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of the Property shall be restricted to the purposes of this License and the permission given under this License.

1.5. **No Interest In Real Property.** Licensee hereby acknowledges that this agreement is a license only and does not constitute a lease of or any interest in real property.

1.6. **Acknowledgment Of Taxable Interest.** No fee interest or leasehold interest in real property is hereby conveyed. However, by executing this License and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest will be subject to property taxation. Licensee, as the party in whom the possessory interest is vested, shall be

responsible for the payment of all property taxes, if any, levied upon such interest. Licensee acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided. Licensee acknowledges that, by this Article, it has been informed of the necessity of filing a claim for exemption to obtain any available exemptions from said tax, and has also been advised that exemption from taxes may not be granted, and that City has no control as to whether or not such exemption will be granted.

## ARTICLE 2. USE AND OPERATIONS

2.1. **Use.** Licensee agrees to exercise this License, and to use the Premises, only to the extent needed to provide those services expressly stated in the Service Contract. In connection with Licensee's use of the Premises, as permitted hereunder, Licensee shall have ancillary use of the Common Areas (as defined below), on a shared basis with all other tenants/licensees/occupants of the "Building" (which is hereby defined to mean, collectively, all buildings, if any, within which the Premises is located), to the extent necessary for carrying out Licensee's obligation under the Service Contract. Any other use of any portion of the Property shall be prohibited. "Common Areas" shall include the following: the Building's common entrances, lobbies, hallways, and restrooms; the Building's elevator, stairways and access ways, ramps, drives and platforms and any passageways and service ways thereto; the Building's loading and unloading areas, trash areas, and similar areas and facilities appurtenant to the Building; and the roadways, sidewalks, walkways, parkways, driveways, parking lots, yards/courtyards, and landscaped areas and similar areas and facilities within the Building site that are made available for the use or benefit of all Building occupants and their invitees, licensees and other visitors. The Premises, the Building, and the Common Areas shall be collectively referred to herein as the "Property". In no event shall Licensee interfere with the occupancy and possession of other occupants within the Building.

2.2. **Hours Of Business.** Hours of business shall be the hours of business of each respective Building, as may be modified from time to time by City.

## ARTICLE 3. TERM

3.1. **Term.** Subject to City's early termination right set forth below in Section 3.3 and the Outside Expiration Date (as defined below), the term of this License ("Term") shall commence upon the Execution Date of this License and expire upon termination of the Service Contract, including any extension of the Service Contract; it being acknowledged by the Parties that the Service Contract has a one-year term that may be renewed by the City on an annual basis, either through an amendment thereto or a new contract. It is intended by the Parties that there shall be no lapse of time between the expiration of the Service Contract and its renewal. However, it is possible that such lapse of time could occur due to administrative processes. In the event that such lapse of time occurs, and to the extent the renewal is ultimately executed with a ratification clause ratifying and accepting services performed

by the License during such lapse of time, the License is deemed not to have terminated during such lapse of time, and the Term of the License shall continue, without interruption and without action from either Party, as if the Service Contract renewal had been timely entered into and taken effect upon expiration of the prior term of the Service Contract. Notwithstanding the foregoing or anything to the contrary, the Term of this License shall expire on the fifth (5<sup>th</sup>) anniversary of the Execution Date of this License ("Outside Expiration Date"). Unless otherwise specified herein, in the event that the Service Contract terminates pursuant to the terms and provisions of the Service Contract, this License shall, without any notice or action, automatically terminate.

3.2. **Holdover.** In the event that Licensee remains in possession of any portion of the Property beyond the authorized Term without City's prior written consent, Licensee shall be deemed to be a licensee at sufferance and shall have no rights at all.

3.3 **City's Right of Early Termination.** This License is revocable, and City, in its sole and absolute discretion, may unilaterally terminate this License (with respect to the entirety or any portion of the Premises) at any time with a 30-day written notice to Licensee.

#### ARTICLE 4. NOTICES

4.1. **Notices - Where Sent.** All notices given under this License which are mailed or telecopied shall be addressed to the respective parties as follows:

**To City:**

City of Los Angeles  
Department of General Services  
Asset Management Division  
Suite 201, City Hall South,  
111 East First Street  
Los Angeles, California 90012  
Telecopier: (213) 922-8511

*with a courtesy copy of any notice to:*

Office of the City Attorney  
Real Property/Environment Division  
700 City Hall East  
200 North Main Street  
Los Angeles, California 90012  
Telecopier: (213) 978-8090

**To Licensee:**

*Eliza M. Donay, Specialist, Contracts & Grants  
Los Angeles Homeless Services Authority (LAHSA)  
811 Wilshire Blvd, 10th Fl. Los Angeles, CA 90017*

Telecopier: \_\_\_\_\_

Attention: \_\_\_\_\_

## ARTICLE 5. CONSIDERATION

5.1. **Consideration.** As consideration of this License, Licensee hereby agrees to provide services at the Premises as required by the Service Contract and otherwise comply with the Service Contract and this License.

## ARTICLE 6. MAINTENANCE

6.1. **Existing Condition and Maintenance.** Licensee hereby accepts the Property in its "as is" condition, with all faults and defects, existing on the date the applicable portion of the Premises is added to this License by its respective Master License Implementation Agreement, without any express or implied representations or warranties of any kind by City regarding the Property; and City shall not have any obligation to construct or install any improvements or alterations or to pay for any such construction or installation. In addition, City shall not be obligated to provide any furniture, equipment, or supplies. Licensee shall maintain the Premises in a clean, safe, and orderly condition. City shall maintain the Premises' fixtures, Building and the Common Areas in a clean, safe, and orderly condition. If any portion of the Premises may be locked off, Licensee shall not change any lock without the prior written consent of City, which consent shall be given or withheld at City's sole and absolute discretion, and which consent, if given, shall require that City be provided with at least three complete sets of all new keys.

6.2. **Janitorial.** City shall be responsible for providing basic custodial services for the Premises, to the extent such services are provided to other occupants of the respective Building. To the extent that Licensee requires custodial services beyond the services that are provided to other occupants of the respective Building, Licensee shall be solely responsible for such additional services.

6.3. **Construction or Repair Obligation.** City shall have no obligation to construct, repair, remodel, replace, and/or reconstruct any improvement within or any portion of the Property before and throughout the Term. If Licensee chooses to make any improvement to any portion of the Property, such improvement shall be subject to City's prior written approval. In the event any portion of the Property becomes unusable for the purposes provided herein, City and Licensee agree they shall meet and discuss necessary repairs or remodeling to restore the Property to a usable condition. If no agreement can be reached, then Licensee's sole remedies shall be to either correct the deficiencies at its own expense or to terminate this License upon thirty (30) days prior written notice to City, and Licensee waives any other remedy, whether in damages or in specific performance.

6.4. **Rights Reserved By City.** Without limiting any rights City may otherwise have under this License, City specifically reserves the right, from time to time, subject to its use of reasonable efforts to minimize interference with Licensee's use of the Property, and without compensation to Licensee for inconvenience or otherwise:

(a) To install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires, fixtures and appurtenant meters and equipment for service to any portion of the Property, in which case City shall have responsibility for the disturbance, if any, of asbestos resulting therefrom; and

(b) To make changes to the design and layout of any portion of the Property, including without limitation, changes in the location, size, shape and number of entrances, loading and unloading areas, ingress, egress, direction of traffic, walkways, and parking areas.

## ARTICLE 7. UTILITIES

7.1. **Electricity, Gas, and Water.** City shall pay for all utilities servicing the Premises, including without limitation costs/charges of electricity, natural gas and hot and cold water, to the extent Licensee's usage of all utilities does not exceed the usage by a typical office space user of similar space.

7.2. **Air Systems.** City shall provide heating and cooling to the Premises to the same extent they are provided to the rest of the respective Building.

7.3. **Internet Service.** City is not obligated to provide any internet service or any cabling, hardware, equipment, or system component that may be necessary for the delivery of internet service or any other telecommunication service.

## ARTICLE 8. COMPLIANCE WITH ALL LAWS AND REGULATIONS

8.1. **Compliance With Statutes And Regulations.** Licensee warrants and certifies that in the performance of this License and the Service Contract, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, and the County and the City of Los Angeles, including laws and regulations pertaining to building, labor, wages, hours, and other conditions of employment. Licensee must comply with all new or revised laws, regulations and/or procedures that apply to the performance of this License and the Service Contract.

8.2. **Americans With Disabilities Act.** The Property shall be subject to the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101, et seq.) and any and all other applicable federal, state, and local laws regarding accessibility for persons with disabilities (collectively "the ADA"). Licensee shall operate upon the Premises in a manner which is in compliance with the ADA. Notwithstanding anything to the contrary, if the Property is not in compliance with ADA, and if improvements or alterations to the Property are legally required to bring the Property into compliance with ADA, then Licensee shall not be obligated to pay for the cost of such improvements/alterations,

and City shall, at its sole discretion, elect to either pay for such improvements/alterations or terminate this License.

8.3. **Hazardous Materials.** As used in this License, the defined term "Hazardous Materials" shall mean any hazardous or toxic substances, biohazards, medical wastes, or other materials or wastes that are or become regulated by the United States, the State of California, or any local government authority having jurisdiction over the Property. Without limiting any of the obligations described above, Licensee shall not use or permit the Property to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials without City's prior written consent, which may be denied at City's sole discretion, and then, in any of the foregoing cases, only in compliance with all laws and regulations with respect to Hazardous Materials (the "Environmental Regulations") (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-To-Know Act, as amended (together with the regulations promulgated thereunder, "Title III") (42 U.S.C. Section 11011, et seq.) and any so-called "Superfund" or "Superlien" law), nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any sublicensee, the storage, transportation, disposal or use of Hazardous Materials or the release or threat of release of Hazardous Materials on, from or beneath the Property, or onto any other property. Upon the occurrence of any such release or threat of release of Hazardous Materials, Licensee shall promptly notify City and thereafter commence and perform, without cost to City, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Property, or other property, in strict compliance with all Environmental Regulations. Nothing in this License shall prohibit Licensee from the transportation to and from, and the use, storage, maintenance, and handling within, the Property of substances customarily used in connection with the services provided under the Service Contract provided: (1) such substances shall be used and maintained only in such quantities as are reasonably necessary for the permitted use of the Property set forth in Section 2.1 of this License, strictly in accordance with applicable laws and the manufacturers' instructions therefor; (2) such substances shall not be disposed of, released, or discharged at the Property, and shall be transported to and from the Property in compliance with all applicable laws; (3) if any applicable law or City's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Licensee shall make arrangements for such disposal directly with a qualified and licensed disposal company at a lawful disposal site and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances at the Property; and (4) any remaining such substances shall be completely, properly, and lawfully removed from the Property upon expiration or earlier termination of this License.

8.4. **Hazardous Materials Notification.** California Health and Safety Code section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property, prior to the lease or rental of that real property or when the presence of such release is actually known, to give written notice of that condition to the lessee or renter. California Health and Safety Code section 25359.7(b) requires any renter of real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property to give written notice of such condition to the owners. City and Licensee shall comply with the requirements of Section 25359.7 and any successor statute thereto and with all other statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to Hazardous Materials.

8.5. **Safety Deficiencies and/or Violations.** Subject to Sections 6.1 and 6.3 above, and with respect to safety conditions or practices within the Premises that are violations under applicable laws and regulations, Licensee shall correct such violations immediately and notify City of said violations

## **ARTICLE 9. RENOVATIONS AND ALTERATIONS**

9.1. **Renovations And Alterations.** Notwithstanding anything to the contrary, in no event shall City be obligated to renovate otherwise alter any portion of the Property for Licensee. Licensee shall not make any alteration to any portion of the Property without City's prior written consent. With City's prior written consent, Licensee, at its sole cost and expense, may make such alteration in accordance with plans and specifications approved by City in writing. City may deny permission for any renovation or alteration without stating any cause, unless such renovation or alteration is required by a governmental authority having jurisdiction therefor, in which case permission shall not be unreasonably withheld. All renovations, alterations and improvements of any kind, excepting Licensee's personal property and trade fixtures, shall immediately become part of the Property and shall be owned by City.

9.2. **"As Built" Drawings.** Licensee shall submit to City reproducible "as built" drawings of all improvements approved pursuant to this License.

9.3. **Removal Of Personal Property.** Licensee may not install or place any trade fixture, equipment, furnishing or other personal property on the Premises without City's prior written approval. Trade fixtures, equipment, furnishings and other personal property installed or placed on the Premises at the cost of Licensee shall be property of Licensee unless otherwise specified in this License or in the Service Contract. If, within seven (7) calendar days of the termination of this License, Licensee fails to remove any of such property, City may, at City's option, retain all or any of such property, and title thereto shall thereupon vest in City; or City may remove from the Premises and dispose of in any manner all or any of such property without any responsibility to Licensee for damage or destruction to said property. In the latter event, Licensee shall pay to City the actual expense of such removal and

disposition and the cost of repair of any and all damages to the Property resulting from or caused by such removal.

9.4. **Claims/Nonresponsibility And Work Commencement Notices.** Nothing contained in this License shall constitute any consent or request by City, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the Property and/or any or all improvements thereon or any part thereof, or as giving Licensee any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against City, acting in any capacity. City shall have the right at all times to post and keep posted on the Property any notices permitted or required by law, or which City shall deem proper for the protection of City and the Property, and any other party having an interest therein, from mechanics' and materialmen's liens, and Licensee shall give to City at least fifteen (15) calendar days prior written notice of the expected date of commencement of and work relating to alterations or additions to the Property.

## **ARTICLE 10. INSURANCE AND INDEMNIFICATION**

10.1. **Insurance.** Licensee, at Licensee's own cost and expense, shall, prior to any possession or other use of the Premises or other portions of the Property, secure from an insurance company or companies licensed in the State of California and maintain during the entire Term and any extension or holdover of this License, the insurance coverage for the Premises not less than the amounts and types listed in **Exhibit B** hereto, and as follows:

10.1.1. **General Liability Insurance.** Licensee shall provide and maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence with no general aggregate. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate) and should provide coverage for the Premises and operations, contractual, personal injury, independent contractors, products/completed operations and fire legal liability. Proof of current insurance must be submitted to City prior to Licensee's possession of the Premises, and upon written request of the City. The City of Los Angeles, its boards, officers, agents and employees, shall be named as additional insureds on an Additional Insured Endorsement to all General Liability insurance required herein. Licensee shall furnish City with evidence of insurance showing the extent of such insurance. Should a casualty occur, the proceeds of the policy or policies of fire and extended coverage insurance shall be used to restore the Premises, and the fixtures and inventory within the Premises, providing that the community center remains open to public use or will be opened to public use. Such policy or policies of insurance shall include the City of Los Angeles as Loss Payee as its interests may appear.



10.1.2. **Improvements or Alterations Insurance.** Before any improvements, alterations, or construction work of any kind are performed by Licensee, Licensee shall obtain and maintain, at Licensee's expense, liability and worker's compensation insurance adequate to fully protect City as well as Licensee from and against any and all liability for death of or injury to any person or for loss or damage to property caused in or about or by reason of Licensee's construction. In addition, Licensee shall carry "Builder's All Risk" insurance in an amount reasonably approved by City covering the construction of such alterations.

10.1.3. **Workers' Compensation and Employer's Liability.** Licensee shall provide and maintain Worker's Compensation coverage in the amount required by statute and Employer's Liability coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate).

10.1.4. **Licensee's Property.** City will not insure Licensee's equipment, stored goods, other personal property, fixtures, or licensee improvements, nor such personal property owned by Licensee's sublicensees or assignees, if any, or invitees. City shall not be required to repair any injury or damage to any personal property or trade fixtures installed on the Premises by Licensee caused by fire or other casualty, or to replace any such personal property or trade fixtures. Licensee may, at Licensee's sole option and expense, obtain physical damage insurance covering Licensee's equipment, stored goods, other personal property, fixtures or licensee improvements or obtain business interruption insurance.

10.1.5. **Notice Of Reduction In Insurance.** All insurance policies required under this License shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice by receipted delivery has been given to City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012.

10.1.6. **Default.** If insurance is canceled, lapsed, or reduced below minimums required in this Article, City may consider this License to be in default and may terminate the License. Termination shall occur at the expiration of a three (3) day notice. At the termination of three (3) days or sooner, the Licensee shall vacate the Premises, and the Licensee shall have no right to use, possess, or control the Premises, or the operations conducted therein. If the Licensee does not vacate, City may utilize any and all court proceedings to obtain a right to possession.

10.1.7. **Adjustment Of Insurance Levels.** City may, from time to time during the Term or any extension or holdover of this License, applying generally accepted risk management

principles, change the amounts and types of insurance required hereunder upon giving Licensee ninety (90) calendar days prior written notice.

10.2. **Waiver Of Subrogation.** Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement. Further, each party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.

10.3. **Indemnification.** Except for the active negligence or willful misconduct of City, Licensee undertakes and agrees to defend, indemnify, and hold harmless City and any and all of City's boards, commissions, officers, agents, employees, assigns, and successors in interest and at the option of the City, defend by counsel satisfactory to the City, from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorneys' fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Licensee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors, omissions, or willful misconduct on the part of Licensee, sublicensees, assignees, contractors, subcontractors or invitees of Licensee, arising out of or relating to: (1) use or occupation of any portion of the Property, (2) any repairs or alterations which Licensee may make upon the Property, or (3) this License.. Licensee's obligation to indemnify City and save City harmless shall include the retention and payment of reasonable legal counsel and investigative services and the payment of all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made in or has been made. Licensee's obligation to indemnify City, as set forth herein, shall survive the expiration or termination of this License.

#### **ARTICLE 11. SECURITY DEPOSIT**

11.1. **Security Deposit.** No security deposit is required under this License.

#### **ARTICLE 12. ASSIGNMENT AND SUBLICENSING**

12.1. **Assignment Prohibited.** This License and permission herein given is personal to the Licensee and is not assignable or transferrable. Accordingly, upon any attempt by Licensee to assign or transfer this License or any right/interest hereunder, this License shall automatically terminate and have no further effect.

#### **ARTICLE 13. DAMAGE OR DESTRUCTION**

13.1. **Total Destruction.** This License (as it relates to the respective damaged Property) shall automatically terminate if the respective Premises or its Common Areas is/are totally destroyed.

13.2. **Partial Destruction Of Premises.** If the respective Premises is partially damaged by any casualty and, in City's opinion, such Premises, along with other portions of the Property that are necessary for the operation of such Premises, can be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, City, at its sole and absolute discretion, may promptly and with due diligence repair any damage to such Premises (exclusive of any improvements to the Premises made by Licensee, which may be repaired by Licensee at Licensee's sole expense) and such other portions of the Property, and this License shall continue in full force and effect. If City shall elect not to restore the said Premises and such other portions of the Property or if the Premises and such other portions of the Property cannot reasonably be expected to be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, then either Party may terminate this License upon fifteen (15) days prior written notice to the other Party. Nothing in this Article shall be construed to require City to rebuild or restore any portion of any Property.

13.3. **Waiver.** The provisions contained in this License shall supersede any contrary laws now or hereafter in effect relating to damage or destruction, and City and Licensee hereby waive the provisions of California Civil Code sections 1932(2) [termination where greater part of thing hired perishes] and 1933(4) [automatic termination upon destruction of thing hired].

13.4. **Termination.** If either party terminates this License as permitted by this Article 13, then this License shall end effective the date specified in the termination notice.

#### ARTICLE 14. DEFAULT AND TERMINATION

14.1. **Default.** Licensee shall be deemed in "Default" hereunder immediately upon the occurrence of any of the following:

- (i) Licensee fails to provide the considerations specified in Section 5.1 above;
- (ii) Licensee fails to satisfy one or more of its obligations set forth in this License;
- (iii) Licensee defaults under, or otherwise breaches, the Service Contract;
- (iv) Licensee abandons the Premises, as defined in California Civil Code section 1951.3;
- (v) Licensee does not use the Premises in full compliance with Section 2.1 above; or
- (vi) Licensee fails to comply with applicable laws or regulations.

14.2. **City's Remedies.** If a Default by Licensee has occurred, then City, at its sole discretion, may, at any time thereafter, with no less than seven (7) calendar days prior written notice, and without limiting City in the exercise of a right or remedy which City may have by reason of such Default:

14.2.1. **Termination Of Use.** Terminate Licensee's right to use of the Premises by any lawful means, in which case this License shall terminate and Licensee shall immediately surrender use and possession of the Premises to City; or

14.2.2. **Continuation Of License.** Maintain Licensee's right to use, in which case this License shall continue in effect whether or not Licensee shall have abandoned the Premises. In such event, City shall be entitled to enforce all of City's rights and remedies under this License; or

14.2.3. **Other Remedies.** Pursue any other remedy now or hereafter available to City under the laws or judicial decision of the State of California.

14.3. **Cumulative Remedies/Waiver.** The specific remedies to which City may resort under the provisions of this License are cumulative and not intended to be exclusive of any other remedies afforded by laws. City's waiver of the performance of any covenant, provision, or condition of this License shall not be construed as a waiver of any subsequent breach of the same covenant, provision or condition.

14.4. **Surrender of Property.** The voluntary or other surrender of this License by Licensee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of City, operate as an assignment to it. No act or thing done by City or any agent or employee of City during the Term shall be deemed to constitute an acceptance by City of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by City. The delivery of keys to the Premises to City or any agent or employee of City shall not constitute a surrender of the Premises or effect a termination of this License, whether or not the keys are thereafter retained by City, and notwithstanding such delivery, Licensee shall be entitled to the return of such keys at any reasonable time upon request until this License shall have been properly terminated.

14.5. **Condition of Surrendered Property.** Upon termination of this License, Licensee shall peaceably surrender the Premises and all alterations and additions thereto, broom-clean, in good order, repair and condition, reasonable wear and tear excepted. All alterations and improvements of any kind installed by Licensee on any portion of the Property shall be part of the Property and shall remain upon the Property upon any termination of this License, except those alterations and improvements which City, in its sole and absolute discretion, shall require Licensee to remove upon any such termination, which alterations and improvements shall be removed by Licensee within ten (10) calendar days after termination and all damage to the Property caused by such removal shall be repaired by Licensee. Upon such termination, Licensee shall, without expense to the City, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, freestanding cabinet work, and other articles of personal property owned by Licensee or installed or placed by Licensee at its expense on the Premises, and such similar articles of any other persons

claiming under Licensee, as City may, in its sole discretion, require to be removed, and Licensee shall repair at its own expense all damage to the Property resulting from such removal.

#### **ARTICLE 15. MANDATORY CITY REQUIREMENTS**

15.1. **Standard Provisions for City Contracts.** Incorporated by reference into this License are the City's standard contracting provisions set forth in Section IV of the Service Contract ("Standard Provisions"). Throughout the Term, Licensee shall comply with the Standard Provisions and applicable City Ordinances, and any amendments thereto.

#### **ARTICLE 16. MISCELLANEOUS PROVISIONS**

16.1. **Amendment Of License.** No amendment, modification, supplement or mutual termination of any provision of this License shall in any event be effective unless the same shall be in writing and signed by City and Licensee.

16.2. **Signage.** No signage of any type shall be placed on any portion of the Property without City's prior written approval.

16.3. **Binding Effect.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

16.4. **Captions.** The titles or captions of all Articles, Sections, or Paragraphs are for convenience and reference only, are not intended to define or limit the scope of any provisions of this License, and shall have no effect on the interpretation of any provision of this License.

16.5. **City's Right Of Entry.** At all times, City's authorized representatives may enter and inspect the Premises for purposes of ensuring compliance with the provisions of this License, to make changes and alterations, for purposes of entry to equipment access panels, or for any other reasonable lawful purpose. During the Term of this License, City may, from time to time, exhibit the Premises and/or display thereon appropriate notices relating to sale, leasing, or licensing of the Premises in such manner as not to unreasonably interfere with Licensee's business.

16.6. **Conflict Of Laws And Venue.** This License shall be governed by and interpreted in accordance with the law of the State of California. Venue in any action arising out of this License will be proper only in the County of Los Angeles, State of California.

16.7. **Covenants And Agreements.** The failure of Licensee or City to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in the License, or the exercise of any election contained in the License shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect.

16.8. **Days.** Unless specified otherwise herein, all references in this License to less than ten (10) days shall mean business days; otherwise, "days" shall mean calendar days unless specifically modified herein to be "business" or "working" days. "Business" or "working" days shall mean those days the city halls of the City of Los Angeles open for routine business. All references to "notice" shall mean written notice given in compliance with Article 4. All references, if any, to "month" or "months" shall be deemed to include the actual number of days in such actual month or months.

16.9. **Exhibits - Incorporation In License.** All exhibits referred to are attached to this License and incorporated by reference as though fully set forth in the body of this License.

16.10. **No Partnership Or Joint Venture.** Nothing contained in this License shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between City and Licensee. No provision contained in this License, nor any acts of the parties hereto, shall be deemed to create any relationship between City and Licensee other than the relationship of licensor and licensee, respectively.

16.11. **No Relocation Assistance.** Licensee acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. Section 4601, et seq.), or any other provisions of law upon termination of this License. Licensee therefore waives any claim to such assistance or benefits.

16.12. **Parking.** Licensee is not guaranteed the use of any parking spaces. To the extent parking spaces are available at the Building site (i.e., not being used by other occupants of the Building), Licensee may have the shared use of such parking spaces.

16.13. **Partial Invalidity/Severability.** If any provision or condition contained in this License shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other provision and condition of this License shall be valid and enforceable to the fullest extent possible permitted by law.

16.18. **Accessibility Disclosure.** City hereby advises Licensee that the Property has not undergone an inspection by a certified access specialist. The following disclosure is hereby made

pursuant to applicable California law: "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)]. City shall have no liability or responsibility to make any repairs or modifications to the Property in order to comply with accessibility standards. Any CASp inspection shall be conducted at the sole cost of Licensee, in compliance with City's reasonable rules with regard to such inspections, and subject to City's prior written consent.

[signature page follows]

IN WITNESS WHEREOF, the City, licensor hereunder, and Licensee, licensee hereunder, have caused this License to be executed as of the date of the attestation by the City Clerk.

**CITY:**

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: [Signature]  
Name: Tony M. Royster  
Title: General Manager  
Date: 12/14/18

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: [Signature]  
Name: Edward Young  
Title: Deputy City Attorney  
Date: 12-6-18

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: [Signature]  
Deputy

Date: 12/19/18

C-132576



**LICENSEE:**

LOS ANGELES HOMELESS SERVICES AUTHORITY, a joint powers agency of the City of Los Angeles and the County of Los Angeles

By: [Signature]  
Name: Peter Lynn  
Title: Executive Director  
Date: 11/5/18

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: [Signature]  
Name: Catherine Archuleta-Silva  
Title: Deputy City Attorney  
Date: 12/14/18



**Exhibit A**  
**to**  
**Master License Agreement**

(Form of Master License Implementation Agreement)

[please see attached]

**[Form of Master License Implementation Agreement]**

\_\_\_\_\_ [*First, Second, Third... etc*] **MASTER LICENSE IMPLEMENTATION AGREEMENT**

This \_\_\_\_\_ Master License Implementation Agreement (“Implementation Agreement”) is entered into as of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between Los Angeles Homeless Services Authority, a joint powers agency of the City of Los Angeles and the County of Los Angeles (“Licensee”), and the City of Los Angeles, a California municipal corporation and charter City (“City”, together with Licensee, the “Parties”, and each a “Party”), acting by and through its Department of General Services.

**RECITALS**

- A. The Parties entered into that certain Master License Agreement, dated as of \_\_\_\_\_, 2018 (“Master License”).
  
- B. This Implementation Agreement is being entered into pursuant to Section 1.3 of the Master License in order to \_\_\_\_\_ [add and/or remove] certain office space \_\_\_\_\_ [to/from] the coverage of the Master License.

**AGREEMENT**

**1. Modification to Premises.**

As of the Effective Date of this Implementation Agreement, the Premises, as defined in the Master License, shall be modified by the \_\_\_\_\_ [addition/removal] of that certain office space within a City-owned building located at \_\_\_\_\_, California \_\_\_\_\_, which office space is approximately \_\_\_\_\_ square feet [Council authority is for up to approximately 500 square feet] and depicted on the floor plan attached hereto as **Attachment 1**.

**2. Cumulative Premises.**

With this Implementation Agreement, the Premises cumulatively consists of all of the following office spaces:

Address	Square Footage	Date added	Implementation Agreement No.

3. **Full Force and Effect.** Except as modified by this Implementation Agreement, the License remains unchanged and is in full force and effect.

4. **Counterparts.** This Implementation Agreement may be signed in counterparts, each of which shall constitute one and of the same instrument.

**CITY:**

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

**LICENSEE:**

LOS ANGELES HOMELESS SERVICES AUTHORITY, a joint powers agency of the City of Los Angeles and the County of Los Angeles

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_, \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit B**  
**to**  
**Master License Agreement**

(Insurance Requirements)

[please see attached]

## Required Insurance and Minimum Limits

Name: Los Angeles Homeless Services Authority (LAHSA)

Date: 10/03/2018

Agreement/Reference: Master License Agreement (related to contract C-126258) - Multiple City owned locations for office space use.  
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

**General Liability** City of Los Angeles must be named as an additional insured party.

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

**Crime Insurance**

**Other:** Submitted to J. Michael Mendoza (213-922-8549) at GSD Real Estate Services Div., Oct 3, 2018.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIRST MASTER LICENSE IMPLEMENTATION AGREEMENT**

This First Master License Implementation Agreement ("Implementation Agreement") is entered into as of Dec. 19, 2018 ("Effective Date"), by and between Los Angeles Homeless Services Authority, a joint powers agency of the City of Los Angeles and the County of Los Angeles ("Licensee"), and the City of Los Angeles, a California municipal corporation and charter City ("City", together with Licensee, the "Parties", and each a "Party"), acting by and through its Department of General Services.

**RECITALS**

A. The Parties entered into that certain Master License Agreement, dated as of Dec 6, 2018 ("Master License").

B. This Implementation Agreement is being entered into pursuant to Section 1.3 of the Master License in order to add certain office space to the coverage of the Master License.

**AGREEMENT**

**1. Modification to Premises.**

As of the Effective Date of this Implementation Agreement, the Premises, as defined in the Master License, shall be modified by the addition of that certain office space within a City-owned building located at 19040 Vanowen Street, Los Angeles, California 91335, which office space is approximately 500 square feet and depicted on the floor plan attached hereto as **Attachment 1**.

**2. Cumulative Premises.**

With this Implementation Agreement, the Premises cumulatively consists of all of the following office spaces:

Address	Approx. Square Footage	Date added	Implementation Agreement No.
19040 Vanowen Street	500		First Implementation Agreement

3. **Full Force and Effect.** Except as modified by this Implementation Agreement, the License remains unchanged and is in full force and effect.

4. **Counterparts.** This Implementation Agreement may be signed in counterparts, each of which shall constitute one and of the same instrument.

[signature page follows]

**CITY:**

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: [Signature]  
Name: Tony M. Royster  
Title: General Manager  
Date: 12/14/18

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: [Signature]  
Name: Edward Young  
Title: Deputy City Attorney  
Date: 12-6-18

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: [Signature]  
Deputy  
Date: 12/19/18

**LICENSEE:**

LOS ANGELES HOMELESS SERVICES AUTHORITY, a joint powers agency of the City of Los Angeles and the County of Los Angeles

By: [Signature]  
Name: Peter Lynn  
Title: Executive Director  
Date: 11/29/18

**APPROVED AS TO FORM:**



Approved: \_\_\_\_\_, 20\_\_\_\_  
Michael N. Feuer, City Attorney  
By: [Signature]  
Name: Deputy City Attorney  
Title: Deputy City Attorney  
Date: 12/18/18

Attachment 1  
to  
Implementation Agreement

(Floor Plan)

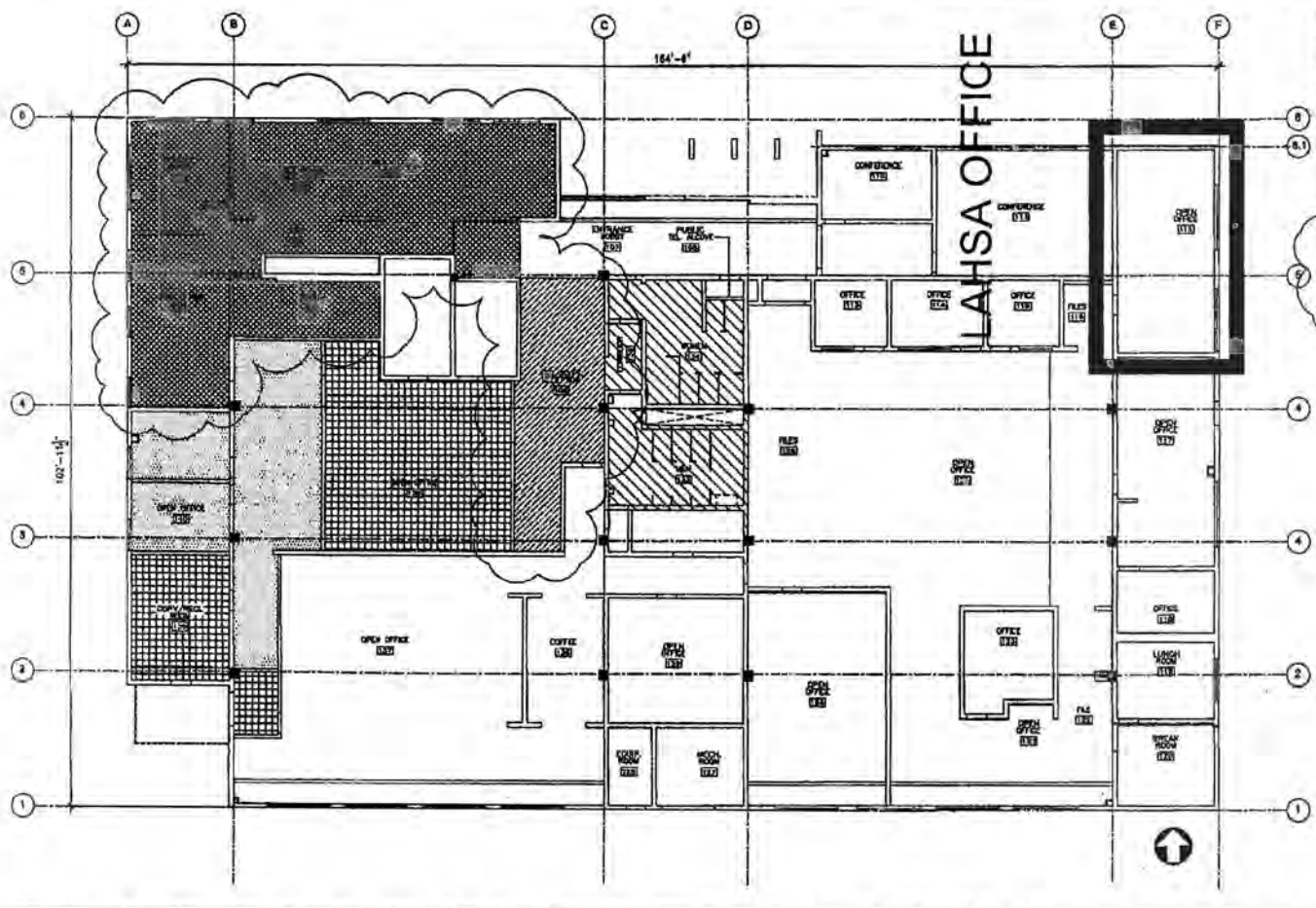
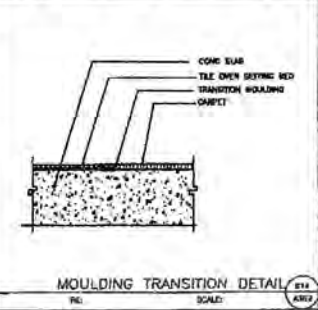
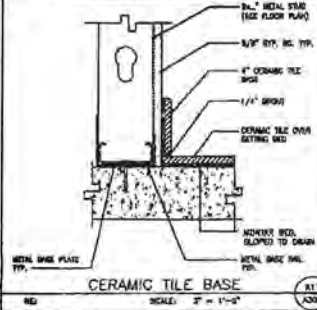
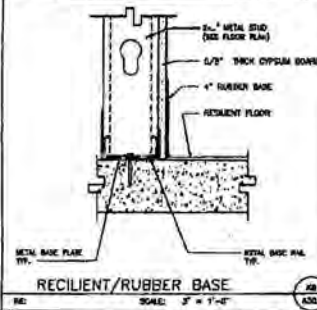
[Please see attached]



**GENERAL NOTES:**

**GENERAL REQUIREMENTS:**

CONTRACTOR TO REPAIR ANY DAMAGE TO EXISTING FLOOR DUE TO CONSTRUCTION AND RESTORE FINISH TO MATCH EXISTING. IF EXISTING FINISH CAN NOT BE MATCH, CONTRACTOR MUST CONSULT WITH THE ARCHITECT HOW TO PROCEED.



**LEGEND:**

- [Pattern] EXISTING FLOOR FINISH TO REMAIN TYP.
- [Pattern] NEW FLOOR CARPET FINISH TYP.
- [Pattern] CERAMIC TILE AS REQUIRED, FINISH TO MATCH EXISTING UNLESS ALL CERAMIC TILE REQUESTED TO BE REPLACED DUE TO DAMAGE DURING DEMOLISH PROCESS
- [Pattern] NEW VINYL FLOOR FINISH TYP.
- [Pattern] NEW CARPET TILE AREA REQUESTED BY CD3 1512 SQUARE FEET.
- [Pattern] NEW VINYL FLOOR FINISH AREA REQUESTED BY CD3 456 SQUARE FEET.

**ENGINEERING**  
 PROFESSIONAL SEAL  
 PROJECT NO. 0713

**BUREAU OF ENGINEERING**

**DEPARTMENT OF PUBLIC WORKS**  
 GARY LEE MOORE, P.E. CITY ENGINEER  
 ROBERT LARSEN  
 ROBERT BACHANA  
 ROBERT LARSEN  
 ROBERT BACHANA  
 ROBERT LARSEN  
 ROBERT BACHANA  
 ROBERT LARSEN  
 ROBERT BACHANA

**CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 PROJECT: COUNCIL DISTRICT 3 FIELD OFFICE PROJECT  
 ADDRESS: 1504 VANOVEN STREET  
 BEVERLY, CA 91316

**FINISH FLOOR PLAN**  
 SHEET 22 OF 70

**A105**

HOLLY L. WOLCOTT  
CITY CLERK

SHANNON D. HOPPE  
EXECUTIVE OFFICER

City of Los Angeles  
CALIFORNIA



ERIC GARCETTI  
MAYOR

OFFICE OF THE  
CITY CLERK

Council and Public Services Division  
200 N. SPRING STREET, ROOM 395  
LOS ANGELES, CA 90012  
GENERAL INFORMATION - (213) 978-1133  
FAX: (213) 978-1040

PATRICE Y. LATTIMORE  
ACTING DIVISION MANAGER

[CLERK.LACITY.ORG](http://CLERK.LACITY.ORG)

When making inquiries relative to  
this matter, please refer to the  
Council File No.: [08-3323-S1](#)

## OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

July 2, 2018

**Council File No.:** [08-3323-S1](#)

**Council Meeting Date:** June 29, 2018

**Agenda Item No.:** 18

**Agenda Description:** INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE REPORT relative to the Master License Agreement with the Los Angeles Homeless Services Authority (LAHSA) for the establishment of satellite offices Citywide with an initial location at 19040 Vanowen Street Citywide to utilize space to facilitate homeless outreach activities.

**Council Action:** INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE REPORT - ADOPTED FORTHWITH

**Council Vote:**

YES	BOB BLUMENFIELD
YES	MIKE BONIN
YES	JOE BUSCAINO
ABSENT	GILBERT A. CEDILLO
ABSENT	MITCHELL ENGLANDER
YES	MARQUEECE HARRIS-DAWSON
YES	JOSE HUIZAR
YES	PAUL KORETZ
ABSENT	PAUL KREKORIAN
ABSENT	NURY MARTINEZ
YES	MITCH O'FARRELL
YES	CURREN D. PRICE
YES	MONICA RODRIGUEZ
YES	DAVID RYU
YES	HERB WESSON

HOLLY L. WOLCOTT  
CITY CLERK

Adopted Report(s)

**Title**

Report from Information, Technology, and General Services Committee

**Date**

06/20/2018

INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE REPORT relative to the Master License Agreement with the Los Angeles Homeless Services Authority (LAHSA) for the establishment of satellite offices Citywide with an initial location at 19040 Vanowen Street Citywide to utilize space to facilitate homeless outreach activities.

Recommendation for Council action:

AUTHORIZE the Department of General Services to negotiate and execute a Master License agreement with LAHSA, a Joint Powers Authority of the City and County of Los Angeles, in order to provide for the use of City space to facilitate homeless outreach activities under the conditions as substantially outlined in the June 4, 2018 City Administrative Officer (CAO) report, attached to the Council file.

Fiscal Impact Statement: The CAO reports that there is no General Fund impact as a result of the recommended actions. The license locations are in existing facilities. No revenue will be generated from the lease to the General Fund during the lease period.

Community Impact Statement: None submitted.

Summary:

At the meeting held June 19, 2018, your Information, Technology, and General Services Committee considered a June 4, 2018 CAO report relative to the Master License Agreement with the LAHSA for the establishment of satellite offices Citywide with an initial location at 19040 Vanowen Street Citywide to utilize space to facilitate homeless outreach activities. The report attached to the Council file, includes some background on the matter.

After an opportunity for public comment was held, the Committee moved to approve the recommendation as reflected above. This matter is now forwarded to the City Council for its consideration.

Respectfully Submitted,

INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE



<u>MEMBER</u>	<u>VOTE</u>
RODRIGUEZ:	YES
BLUMENFIELD:	YES
O'FARRELL:	YES

EV  
08-3323-S1\_rpt\_itgs\_6-19-18


**-NOT OFFICIAL UNTIL COUNCIL ACTS-**

## TRANSMITTAL

TO Council	DATE 06/04/18	COUNCIL FILE NO.
FROM Municipal Facilities Committee		COUNCIL DISTRICT Various

At its meeting held on May 31, 2018, the Municipal Facilities Committee (MFC) adopted the recommendations of the attached General Services Department (GSD) report, which is hereby transmitted for Council consideration. Adoption of the report recommendation would authorize GSD to: 1) negotiate and execute a Master License Agreement with the Los Angeles Homeless Services Authority (LAHSA) for establishment of satellite offices Citywide; and, 2) establish a LAHSA satellite office to be co-located with the Council District Three field office at the West Valley Municipal Building, located at 19040 Vanowen Street.

There is no impact on the General Fund as a result of the recommended actions.

  
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Richard H. Llewellyn, Jr.  
City Administrative Officer  
Chair, Municipal Facilities Committee

# CITY OF LOS ANGELES

CALIFORNIA

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GENERAL MANAGER  
AND  
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May 31, 2018

Honorable City Council  
City of Los Angeles  
c/o City Clerk  
Room 395, City Hall  
Los Angeles, CA 90012

Attention: Eric Villanueva, Legislative Assistant

## **REQUEST FOR AUTHORIZATION TO NEGOTIATE AND EXECUTE A NEW MASTER LICENSE AGREEMENT WITH LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)**

The Department of General Services (GSD) requests authorization to negotiate and execute a Master License agreement with the Los Angeles Homeless Services Authority (LAHSA) to utilize space at City owned sites to facilitate homeless outreach activities that LAHSA provides pursuant to an existing City contract.

### **BACKGROUND**

In December 1993, the Los Angeles County Board of Supervisors and the Los Angeles Mayor and City Council created LAHSA as an independent Joint Powers Authority. LAHSA is the lead agency in the Los Angeles Continuum of Care (LACoC), which is the regional planning body that coordinates housing and services for homeless families and individuals in Los Angeles County.

LAHSA coordinates and manages over \$132 million annually in Federal, State, County and City funds for programs that provide shelter, housing and services to homeless persons in Los Angeles City and County. The Los Angeles Housing and Community Investment Department (HCID) has been designated by the City to provide for the proper planning, coordination, direction and management of the City's homeless programs and does so, in part, through a contract with LAHSA (C-126258). The contract expires on 6/30/18; however, HCID indicates they renew it each year with the specific amount of federal funds that they receive for LAHSA's programs.



Councilmember Blumenfeld's Office (CD3) has recently requested that LAHSA engagement teams be provided with one office at their field location at 19040 Vanowen Street. A license agreement was previously established for LAHSA engagement teams at the kiosk on Los Angeles Street via MFC and Council Action in July 2017. Several other Council offices are considering a similar request. LAHSA states it has been asked to establish engagement teams in each Council District but they require a base facility to operate out of that will accommodate at least two staff members.

As each individual license agreement requires Council approval and must run through a lengthy approval process, it would be more efficient to set up a master license agreement with LAHSA that would allow for the addition and deletion of sites as needed with notification to the MFC.

### **MASTER LICENSE AGREEMENT PROCESS**

Based on discussions with LAHSA staff, the master license agreement would adhere to the following process and terms:

- The master license agreement would be restricted to LAHSA activities consistent with the HCID contract, primarily engagement teams that check in to the office, spend most of their day in the field engaging the homeless, and then return to complete paperwork.
- GSD would assist each Council District in identifying space for LAHSA.
- The term of the master license agreement would be co-terminus with the HCID contract. Each site will automatically renew each year as HCID funding is approved. The outside date of the master license is five years.
- Should the space be required for another City use, the license for each site is revocable at will with 30 days notice. GSD can work with LAHSA on locating an alternate space, if needed.
- Once the license is established, all future requests relative to adding and deleting City owned sites would be addressed via a Notification of Space Assignment to MFC by GSD without further approval from Council. This would facilitate a quick and efficient process to establish engagement teams where needed.
- The Council Office and the facility user must provide consent to the space request.
- Space would be limited to hardscape offices approximately 500 s.f. and/or desk space within each facility.
- Parking may be included if available.
- LAHSA would provide furniture along with technical equipment and internet service if needed.
- The hours of operation would conform to that of the facility's operational schedule.

GSD will work with the City Attorney's Office on a template space notification agreement that can be signed by LAHSA and GSD's General Manager in order to implement the addition or removal of a City owned site to/from the master license agreement.

**PUBLIC BENEFIT**

LAHSA will pay zero rent under this proposed license agreement. LAHSA is a quasi-governmental agency working on behalf of homeless residents in the City of Los Angeles and will derive no financial profit from utilizing City space. Through LAHSA, funding, program design, outcomes assessment and technical assistance is provided to more than 100 non-profit partner agencies that assist homeless persons to achieve independence and stability in permanent housing. Their partner agencies provide a continuum of programs ranging from outreach, access centers, emergency shelters, safe havens, transitional and permanent housing, and prevention, along with the necessary supportive services designed to provide the tools and skills required to attain a stable housing environment. LAHSA engagement teams are often the first point of contact with homeless individuals to inform them of these services and their staff requires City space to facilitate outreach in each community of the City.

Therefore, the City finds that the public benefit of having LAHSA located in City space with a high concentration of homeless individuals who access to their services justifies a zero rent lease term.

**PROJECT FUNDING**

Funds are provided for the oversight, planning, management, monitoring, and coordination of LAHSA funded programs in the LACoC. LAHSA's administrative function sustains and increases the availability of emergency, transitional and permanent housing and supportive services for homeless persons and families.

The proposed lease agreement will contain the following:

**TERMS AND CONDITIONS**

LOCATION:	Various (to be added/removed from time to time)
LANDLORD:	City of Los Angeles
USE:	Office space
SQUARE FEET:	Approximately 500 s.f. at each location
TERM	Co-terminus with the HCID contract; not to exceed five years total
OPTION TERM:	N/A
TERMINATION CLAUSE:	City right to revoke any specific site at will with 30 days notice
RENTAL RATE:	\$0



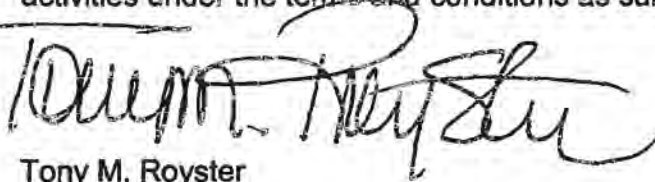
ADDITIONAL RENT: N/A  
SECURITY DEPOSIT: No security deposit required  
UTILITIES: All utilities will be paid by the City  
PARKING: As available  
TENANT IMPROVEMENTS: N/A  
CUSTODIAL SERVICE: As provided by the City for that facility  
MAINTENANCE: As provided by the City for that facility

**FISCAL IMPACT**

As the license locations are in existing facilities, there is no impact to the General Fund. No revenue will be generated from this lease to the General Fund during the lease period.

**RECOMMENDATION**

That the Los Angeles City Council authorize the Department of General Services to negotiate and execute a Master License agreement with Los Angeles Homeless Services Authority (LAHSA), a Joint Powers Authority of the City and County of Los Angeles, in order to provide for the use of City space to facilitate homeless outreach activities under the terms and conditions as substantially outlined in this report.



Tony M. Royster  
General Manager