



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN  
Registrar-Recorder/County Clerk


**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

August 08, 2017

15 August 8, 2017

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

  
LORI GLASGOW  
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZE AN AGREEMENT WITH LA FINANCIAL CREDIT UNION TO PROVIDE AN  
AUTOMATED TELLER MACHINE AT THE REGISTRAR-RECORDER/COUNTY CLERK  
HEADQUARTERS LOCATION  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

This Board Letter seeks approval of an agreement with LA Financial Credit Union to install, maintain, and service one (1) Automated Teller Machine (ATM) in the Department of Registrar-Recorder/County Clerk (RR/CC) Headquarters facility located at 12400 Imperial Hwy, Norwalk, CA 90650 for use by the general public and County employees.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached agreement and delegate authority to the Registrar-Recorder/County Clerk, or designee, to execute a substantially similar Agreement with LA Financial Credit Union (LA Financial) for the installation of an ATM at RR/CC Headquarters located at 12400 Imperial Hwy, Norwalk, CA 90650 for a three (3) year term with the option to add two (2) automatic one-year renewals for a total of five (5) years, at no cost to the County. There is no impact to the County general fund.
2. Delegate authority to the Department Head, or designee, to negotiate and execute amendments and/or terminate the agreement, in whole or in part, as deemed in the best interest of the County provided that County Counsel approval is obtained (a) prior to initiating any such action and (b) of the amendment or termination.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On April 2, 2012 your Board approved the installation of a LA Financial Credit Union ATM at RR/CC. This ATM was located in the main public lobby area. Access to the ATM for County employees and the general public was limited to RR/CC business hours from 8:00AM to 5:00PM. LA Financial Credit Union approached the Department and asked to terminate the agreement and remove the ATM. The ATM was unprofitable due to it being inaccessible beyond business hours and weekends. According to LA Financial, the ATM cost substantially more to maintain than the profits collected in transaction fees. In an effort to keep the ATM operational, RR/CC proposed to change the location of the ATM to outside the main entrance so that it could be accessed twenty-four (24) hours a day day/seven (7) days a week. The new location will be more visible and would increase the potential for profitability as well as allow RR/CC to keep the ATM operational for its customers.

RR/CC serves hundreds of walk-in customers daily. The customers are usually filing documents for recording or requesting copies of various types of documents for which a fee is involved. An ATM at our location offers assistance to customers seeking to obtain cash if the need arises. The ATM can also be used by County employees at RR/CC Headquarters and surrounding County facilities saving time and resources to perform simple banking transactions. This ATM would provide a valuable service to the members of the public, residents, and employees.

### **Implementation of Strategic Plan Goals**

Strategy III.3. Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Continually assess our efficiency and effectiveness, maximize and leverage resources, and hold ourselves accountable.

### **FISCAL IMPACT/FINANCING**

The cost to install the ATM area ranges from \$15,000 - \$20,000 and will be paid for by LA Financial Credit Union. It also includes the servicing of the ATM and other maintenance related services to the equipment. RR/CC will allow the ATM to occupy the space free of charge. There is no impact to Net County Cost.

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

Your Board is authorized to approve the Agreement pursuant to Government Code Section 31000.

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

Access to the ATM allows customers seeking official documents at RR/CC with an easy, efficient and convenient way to withdraw money to pay for certified copies of vital records (i.e. birth certificates), real estate records and fictitious business names. Without the ATM, customers will have to drive off-site to withdraw money at another ATM.

### **CONCLUSION**

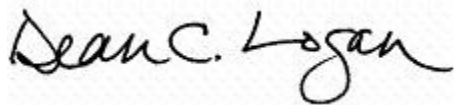
The Chief Executive Office has reviewed and approved this Board letter. County Counsel has reviewed and approved this Board letter.

The Honorable Board of Supervisors

8/8/2017

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Respectfully submitted,

A handwritten signature in black ink that reads "Dean C. Logan". The signature is written in a cursive, flowing style.

DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:RF:APL

FP:VW:ca

Enclosures

c: Chief Executive Officer  
County Counsel  
Acting Chief Information Officer



**NON-EXCLUSIVE LICENSE AGREEMENT**

**BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**LA FINANCIAL CREDIT UNION**

**FOR**

**AUTOMATED TELLER MACHINE**

Prepared by:

Registrar-Recorder/County Clerk  
Finance and Management Division  
Contracts Section  
12400 Imperial Highway, Room 5115  
Norwalk, CA 90650

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**NON-EXCLUSIVE LICENSE AGREEMENT  
BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LA FINANCIAL CREDIT UNION  
FOR  
AUTOMATED TELLER MACHINE**

This Non-Exclusive License Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the County of Los Angeles ("County"), a political subdivision of the State of California, through its Department of the Registrar-Recorder/County Clerk ("RR/CC"), located at 12400 Imperial Hwy, Norwalk CA, 90650 and LA Financial Credit Union ("LA Financial"), a corporate federal credit union chartered under The United States Federal Credit Union Act Charter number 2024, 1520 West Colorado Blvd., Pasadena, CA 91103. County and LA Financial are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the County is the owner of the real property located at 12400 Imperial Hwy, Norwalk, California 90650 and is authorized to license use of a portion of this property pursuant to Gov. Code 25537;

WHEREAS, LA Financial desires to enter into a non-exclusive license agreement to use a small portion of said real property to install an Automated Teller Machine (ATM);

WHEREAS, the free standing ATM will be located on the exterior of the building to the left of the main entrance at RR/CC Headquarters and provide ATM banking services offered by LA Financial to the general public and County employees;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the Parties hereto and each of them do agree as follows:

**1.0 LICENSED AREA**

- 1.1 County hereby provides a non-exclusive license to LA Financial and LA Financial hereby agrees to the use, upon the terms and conditions hereinafter set forth, a space identified on the exterior of RR/CC building to the left of the main lobby entrance of RR/CC Headquarters, 12400 Imperial Hwy, Norwalk, CA 90650 as shown on Exhibit A ("Licensed Area"). The area will be open to the public twenty-four hours a day/seven days a week including holidays and weekends. Said operating hours may be changed from time to time at the exclusive option of the County.
- 1.2 The Licensed Area shall be used only by LA Financial for the purpose of operating and maintaining one ATM and such other purposes as are related thereto.

- 1.3 Other than LA Financial shall make no alterations or improvements to the Licensed Area other than those required to properly install the ATM without the express written approval of RR/CC. If approved, LA Financial will file permits with the City of Norwalk, if needed, for the installation.
- 1.4 In the event that LA Financial makes any alterations or improvements in violation of Section 1.3 of this Agreement, County may immediately and without prior notice to LA Financial exercise any or all of the following options:
- A. Require LA Financial to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
  - B. Remove the alterations or improvements and charge LA Financial for the cost of such removal;
  - C. Provide written notification to LA Financial of County's intent to retain any and all improvements installed by LA Financial in violation of Section 1.3 upon termination of the Agreement.
  - D. Terminate the Agreement and require LA Financial to vacate the Licensed Area immediately.
- 1.5 LA Financial acknowledges that LA Financial has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Agreement. LA Financial accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.
- 1.6 LA Financial hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

## **2.0 TERM**

- 2.1 The term of this Agreement shall commence upon the execution of this Agreement by the Parties ("Effective Date") and run for three (3) years. The Agreement will automatically renew in one (1) year increments for a total of two years unless one or both Parties object or there are modifications to the Agreement which would require mutual agreement and signature of both Parties. The term of the Agreement, including renewal periods, shall not exceed five (5) years.
- 2.2 On an annual basis the Parties shall review the Agreement for desired changes/modifications. Such review shall be completed by the Agreement anniversary date. Notifications of any changes/modifications shall be made at least 90 days prior to the Agreement anniversary date. Changes/modifications to the Agreement shall be executed per Paragraph 2.3 of this Agreement.

- 2.3 This Agreement may be modified or amended only upon the mutual written consent of the Parties.
- 2.4 The Registrar-Recorder/County Clerk Department Head, or designee, shall have the authority to administer, amend, and/or terminate this Agreement, as necessary, on behalf of the County for the term of the Agreement.
- 2.5 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party hereto.

### **3.0 PAYMENT**

LA Financial shall be granted gratuitous lease for the initial three (3) year base term of the agreement. County and LA Financial will mutually reassess the terms of the agreement post the three (3) year base term.

### **4.0 OPERATING RESPONSIBILITIES**

- 4.1 Compliance with Law. LA Financial operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for LA Financial specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.
- 4.2 Signs. LA Financial shall not post signs or advertising matter upon the Licensed Area unless prior approval thereof is obtained from the County, whose approval shall not be unreasonably withheld.
- 4.3 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and LA Financial shall prevent any accumulation thereof from occurring. LA Financial shall pay all charges which may be made for the removal thereof.
- 4.4 Maintenance. LA Financial shall be responsible for maintaining the Licensed Area in good condition, including general maintenance, repairs and in clean condition. County shall not be responsible for maintaining the ATM machine or its electrical connection to the power supply.
- 4.5 Examination of Licensed Area. LA Financial shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.



- 4.6 Ownership of ATM. For purposes of this Agreement, LA Financial shall be considered the owner of the ATM, and shall bear the entire risk of loss or damage to the ATM.

## **5.0 INDEMNIFICATION**

The LA Financial shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## **6.0 GENERAL PROVISIONS FOR INSURANCE COVERAGE**

- 6.1 Without limiting LA Financial's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, LA Financial shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 6.0 and 7.0 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon LA Financial pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the LA Financial for liabilities which may arise from or relate to this Contract.

### 6.2 Evidence of Coverage and Notice to County

- 6.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the LA Financial's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 6.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to LA Financial's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required LA Financial and/or subcontractor insurance policies at any time.

- 6.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 LA Financial identified as the contracting party in this Contract. 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 fifty thousand dollars (\$50,000), and list any County required endorsement forms.

6.2.4 Neither the County's failure to obtain, nor the County'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 LA Financial, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

6.2.5 Certificates and copies of any required endorsements shall be mailed and e-mailed to:

County of Los Angeles Registrar-Recorder/County Clerk  
Contracts Section  
12400 Imperial Hwy. Room 5115  
Norwalk, CA 90650  
contracts@rrcc.lacounty.gov

6.2.6 LA Financial also shall promptly report to County any injury or property damage accident or incident, including any injury to a LA Financial employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to LA Financial. LA Financial also shall promptly notify County of any third party claim or suit filed against LA Financial or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against LA Financial and/or County.

### 6.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under LA Financial's General Liability policy with respect to liability arising out of LA Financial's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the LA Financial's acts or omissions, whether such liability is attributable to the LA Financial or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### 6.4 Cancellation of or Changes in Insurance

LA Financial shall provide County with, or LA Financial's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of

coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### 6.5 Failure to Maintain Insurance

LA Financial's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to LA Financial, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from LA Financial resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to LA Financial, deduct the premium cost from sums due to LA Financial or pursue LA Financial reimbursement.

#### 6.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### 6.7 Contractor's Insurance Shall Be Primary

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

#### 6.8 Waivers of Subrogation

To the fullest extent permitted by law, the LA Financial hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The LA Financial shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 6.9 Deductibles and Self-Insured Retentions (SIRs)

LA Financial's policies shall not obligate the County to pay any portion of any LA Financial deductible or SIR. The County retains the right to require LA Financial to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing LA Financial'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.

## 6.10 Claims Made Coverage

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

## 6.11 Application of Excess Liability Coverage

LA Financials may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

## 6.12 Separation of Insureds

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

## 6.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, LA Financial use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

## 6.14 County Review and Approval of Insurance Requirements

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

# 7.0 **REQUIRED INSURANCE**

## 7.1 INSURANCE COVERAGE

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

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

- 7.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of LA Financial's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 7.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If LA Financial will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to LA Financial's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **8.0 TRANSFERS**

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

Further, the rights under this Agreement may not be assigned.

## **9.0 NONDISCRIMINATION**

LA Financial certifies and agrees that all persons employed by LA Financial and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

## **10.0 DEFAULT**

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

## **11.0 WAIVER**

11.1 Any waiver by either Party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either Party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either Party from enforcing the full provisions hereof.

11.2 No option, right, power, remedy, or privilege of either Party shall be construed as being exhausted by the exercise thereof in one or more instances, the rights, powers, options and remedies given either Party by this Agreement shall be cumulative.

## **12.0 SURRENDER**

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

## **13.0 ENFORCEMENT**

The Registrar-Recorder/County Clerk, or designee, shall be responsible for the enforcement of this Agreement on behalf of County.

## **14.0 COUNTY LOBBYIST ORDINANCE**

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

## **15.0 NOTICES**

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

LA Financial Credit Union  
Linda Manship  
1520 West Colorado Blvd.  
Pasadena, CA 91105  
(626) 844-8101

or such other place as may hereinafter be designed in writing to the County by LA Financial. Notice served by mail or e-mail upon County shall be addressed to:

County of Los Angeles Registrar-Recorder/County Clerk  
Contracts Section  
12400 Imperial Hwy. Room 5115  
Norwalk, CA 90650  
contracts@rrcc.lacounty.gov

or such other place as may hereinafter be designed in writing to LA Financial by the County. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

## **16.0 REPAIR OF DAMAGE**

LA Financial shall, at its sole expense, be responsible for the cost of repairing any area of the building in which the License Area is located, including the License Area, which is damaged by LA Financial or LA Financial agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunication, phone, data cabling and related equipment that is installed by or for the exclusive benefit of LA Financial. All repairs and replacements shall: (a) be made and performed by LA Financials or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

Furthermore, LA Financial shall bare all expenses associated with returning the ATM installation site to its original state if LA Financial or County opt to end this agreement before the end of the term. This includes all construction materials, labor, and any other expenses associated with returning the designated area back to its original form.

## **17.0 DAMAGE OR DESTRUCTION**

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this Agreement.

## **18.0 SOLICITATION OF CONSIDERATION**

18.1 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a LA Financial with the implication, suggestion or statement that the LA Financial's provision of consideration may secure more favorable treatment for an award of an agreement or that the LA Financial's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A LA Financial shall not offer to or give, either, directly, or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to award of an agreement.

18.2 LA Financial shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in LA Financial being terminated.

## **19.0 CONFLICT OF INTEREST**

No County employee whose position in County service enables him/her to influence obtaining or awarding of an agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by LA Financial, or have any other direct or indirect financial interest resulting from this Agreement.

## **20.0 ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA Financial hereby disclaims any status as a “displaced person” as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

## **21.0 SIGNATURE AUTHENTICITY CLAUSE**

The individual(s) executing this Agreement hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate LA Financial to the terms and conditions in this Agreement. Upon approval, a signed original will be mailed to LA Financial.

## **22.0 TAXATION OF LICENSED AREA**

22.1 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this Agreement may be subject to property taxation if created. The Party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.2 LA Financial shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.3 If LA Financial fails to pay any lawful taxes or assessments upon the Licensed Area which LA Financial is obligated to pay, LA Financial will be in default of the Agreement.

22.4 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by LA Financial to County upon



demand. LA Financial and County agree that this is a license and not a lease, and no real estate interest is being conveyed herein.

### **23.0 INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

### **24.0 GOVERNING LAW AND FORM**

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

### **25.0 ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by RR/CC acting for County and LA Financial.

### **26.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

LA Financial acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless LA Financial qualifies for an exemption or exclusion, LA Financial warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

### **27.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of LA Financial to maintain compliance with the requirements set forth in Paragraph 26.0 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of LA Financial to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of LA Financial, pursuant to County Code Chapter 2.206.28.0

**28.0 ELECTRONIC SIGNATURES**

The Parties hereby agree facsimile and electronic scanned versions of original signatures of authorized officers of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

**29.0 LIMITATION OF LIABILITY**

LA Financial agrees that if County has substantial and direct liability, whether arising under contract, tort, strict liability, or other form of action, such liability shall not exceed the greater of (i) the moneys paid to County under this Agreement, or (ii) \$500.

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**NON-EXCLUSIVE LICENSE AGREEMENT  
BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LA FINANCIAL CREDIT UNION  
FOR  
AUTOMATED TELLER MACHINE**

IN WITNESS WHEREOF, LA Financial has executed this Agreement or caused it to be duly executed by its authorized representative and the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed on its behalf by the Registrar-Recorder/County Clerk, the day, month and year first above written.

County of Los Angeles

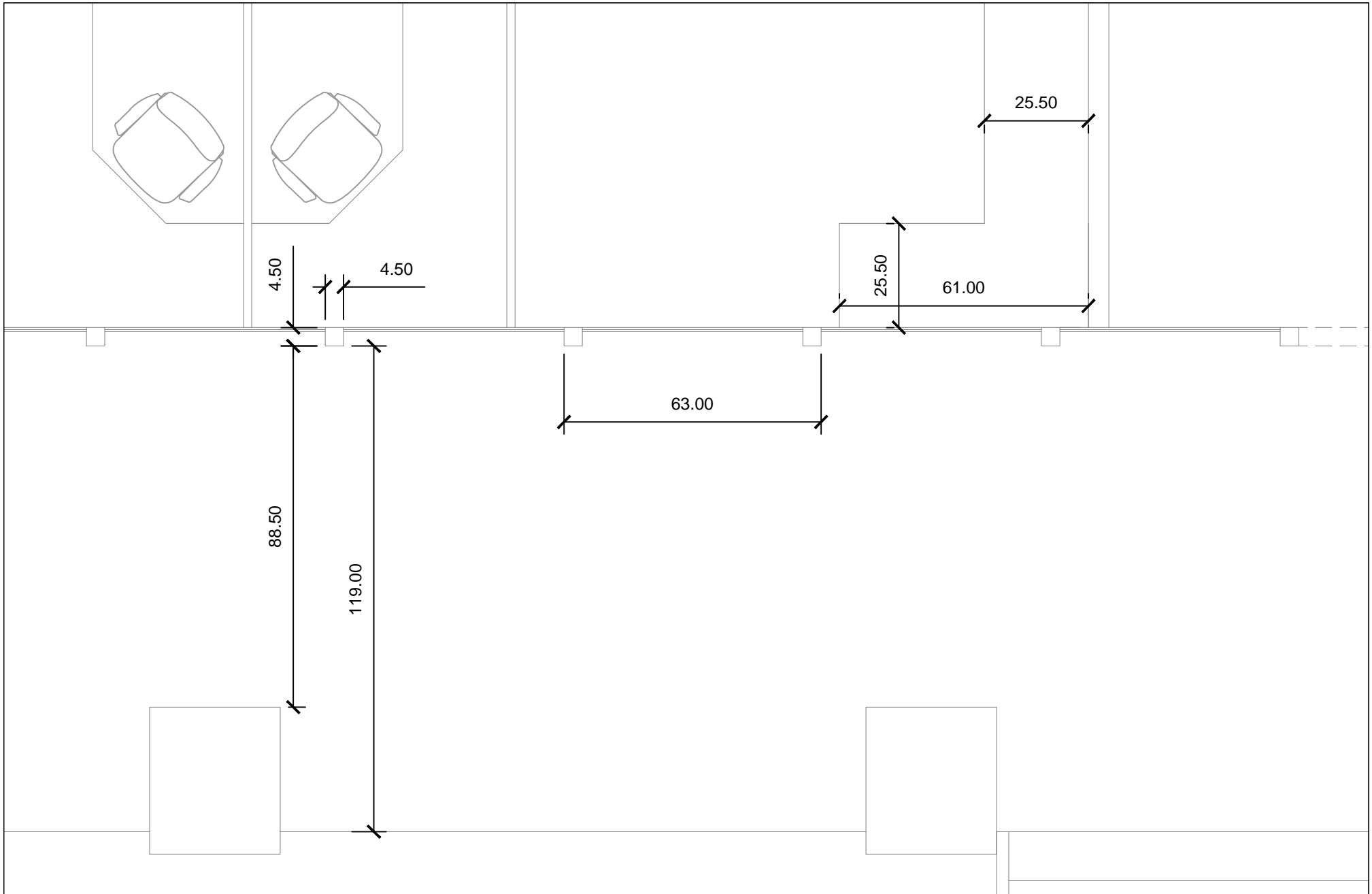
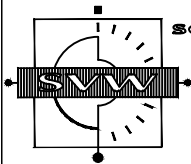
LA Financial Credit Union

\_\_\_\_\_  
Dean C. Logan  
Registrar-Recorder/County Clerk

\_\_\_\_\_  
Carol Galizia  
President/CEO

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Nicole Davis Tinkham  
Senior Deputy County Counsel

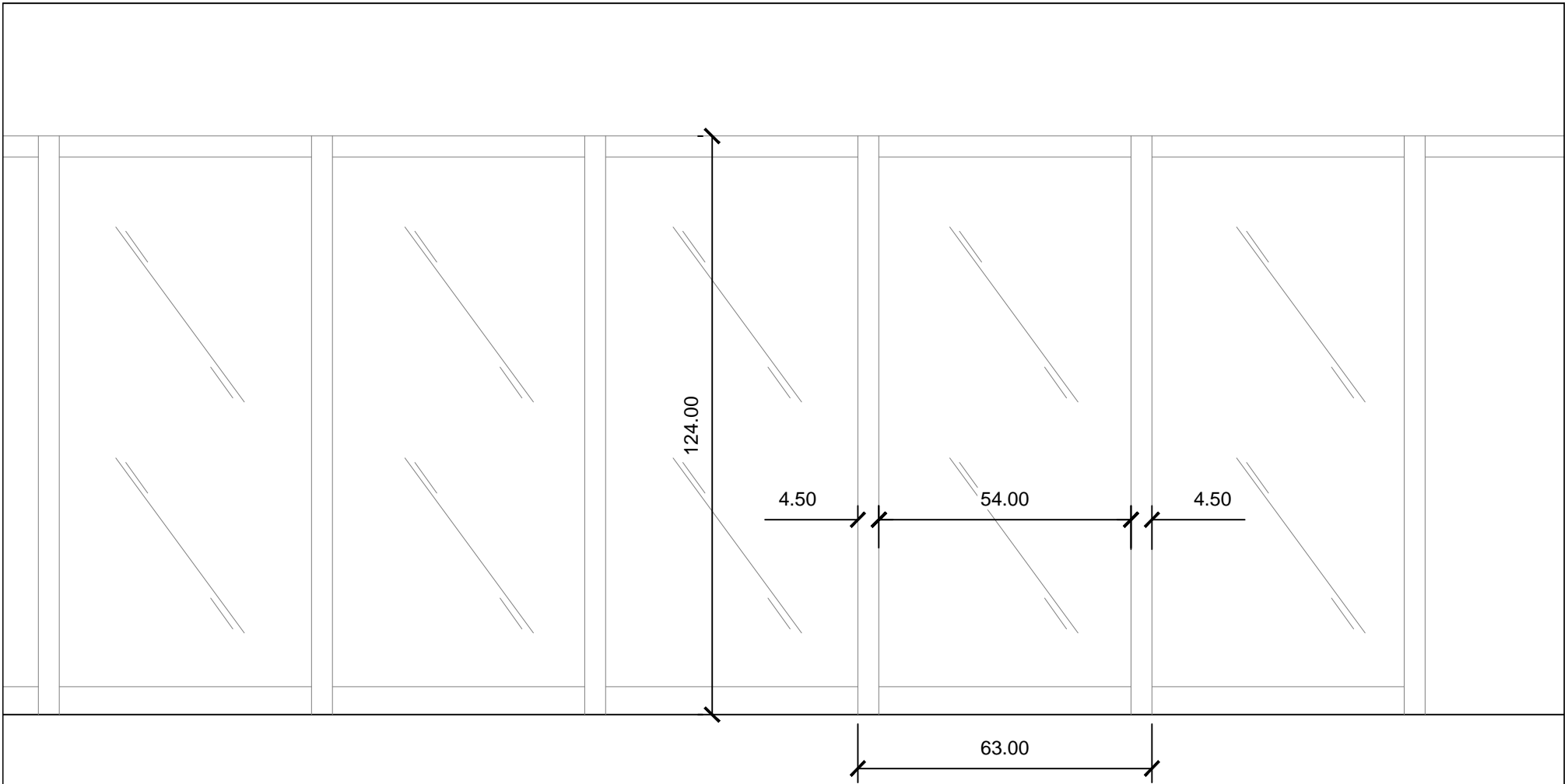
**security vault works**  
 8731 Prestige Court  
 Rancho-Cucamonga, CA 91730  
 Phone 909/484.3027  
 Fax 909/484.3485

**LA Financial CREDIT UNION**  
 Los Angeles County Registrar  
 Reorder/County Clerk 505  
 12400 Imperial Highway  
 Norwalk, CA 90650

New ATM  
 Existing  
 Plan View

Revised  
 06/27/2017

Approved By:
Scale: 3/8" = 1'-0"
Draw Date: 06/27/2017
Page: 1 of 5



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8731 Prestige Court  
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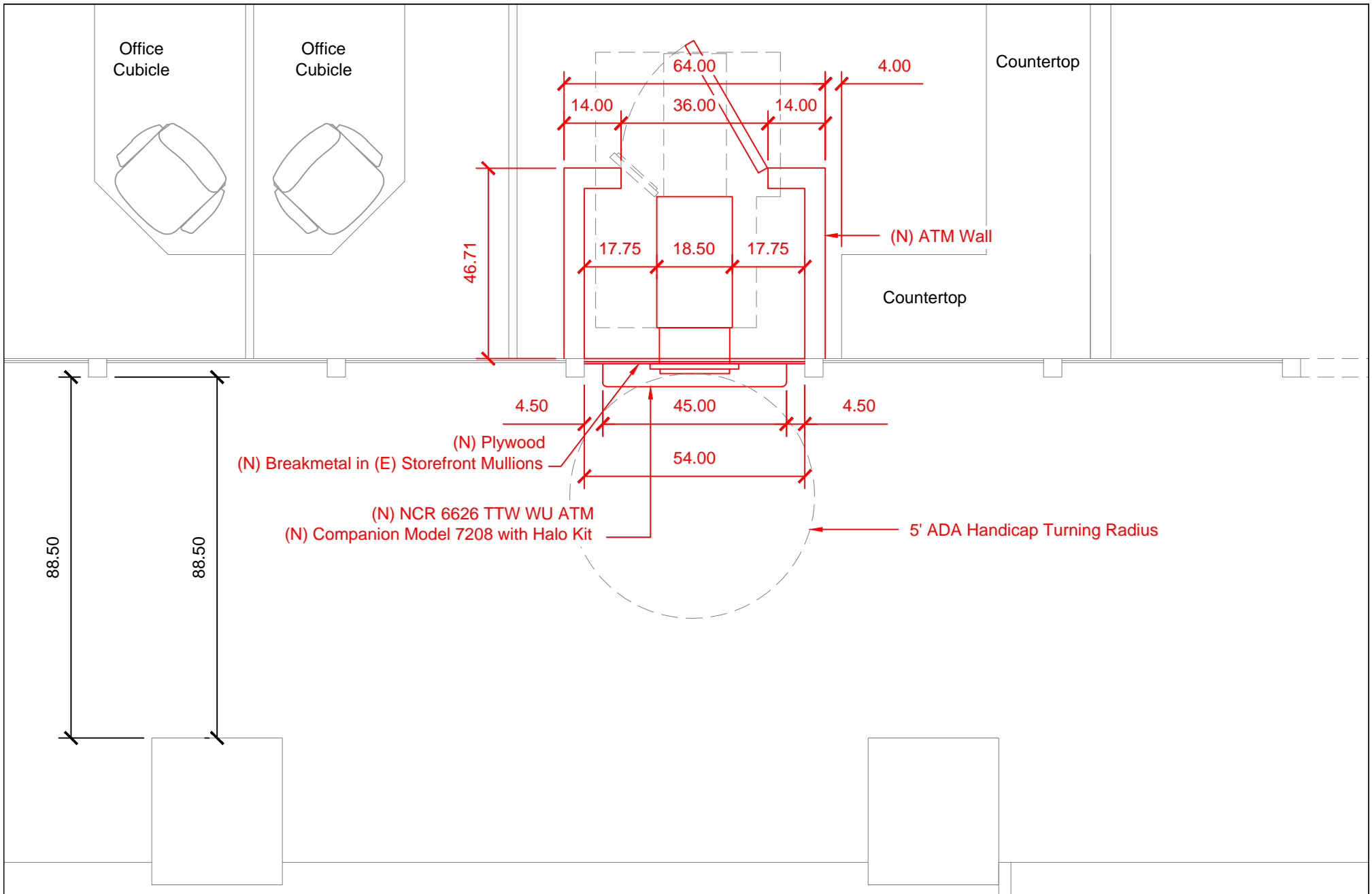
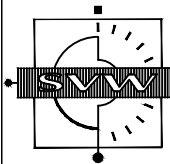


**LA Financial**  
CREDIT UNION  
Los Angeles County Registrar  
Reorder/County Clerk 505  
12400 Imperial Highway  
Norwalk, CA 90650

New ATM  
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Elevation


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Page: 2 of 5

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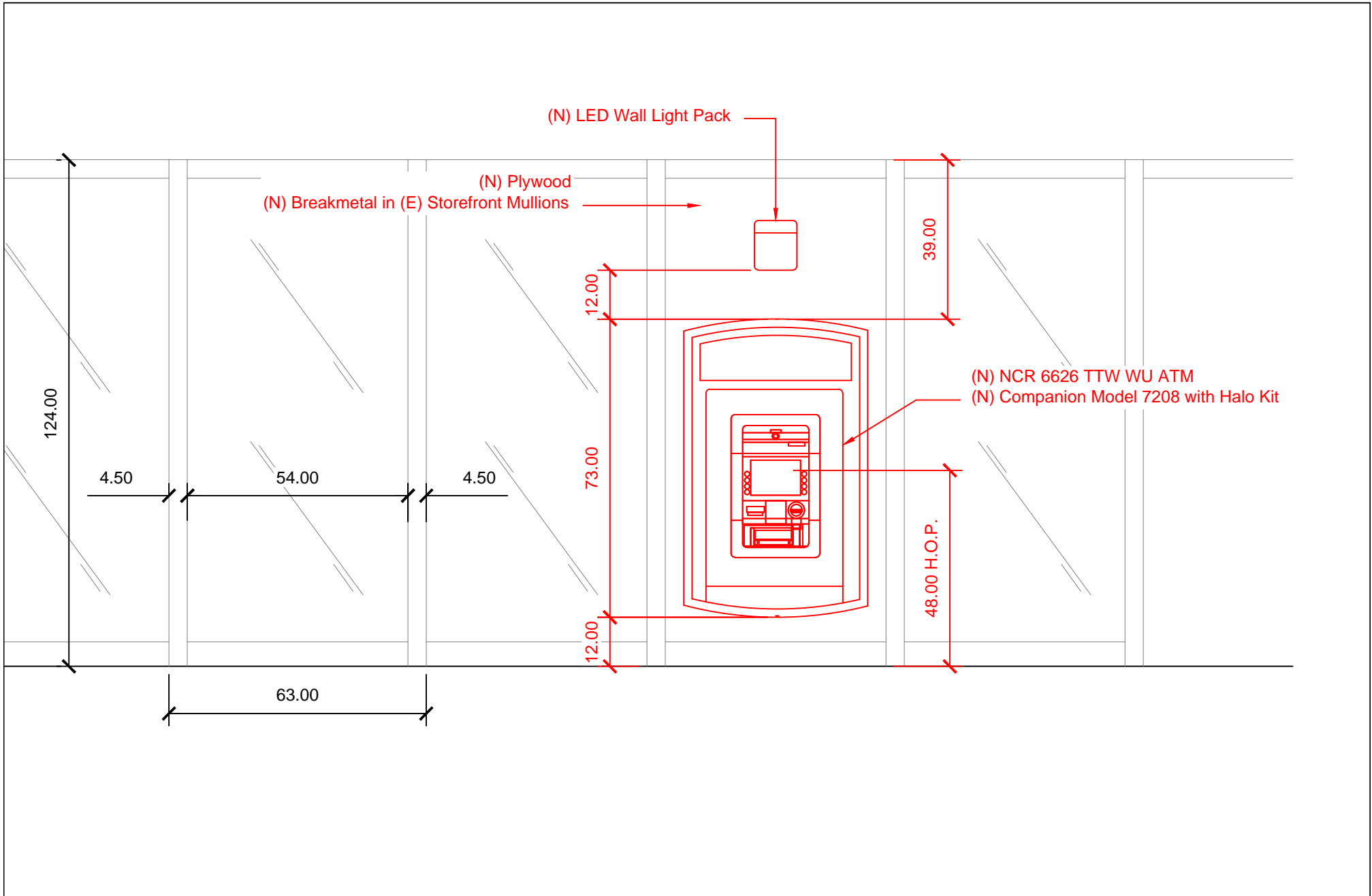
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 CREDIT UNION

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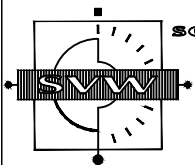
**LA Financial CREDIT UNION**

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New ATM  
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Scale: 1" = 50'-0"
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Page: 4 of 5



**security vault  
works**

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Los Angeles County Registrar  
Reorder/County Clerk 505  
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New ATM  
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Rendering

Revised  
06/27/2017

Approved By:

Scale: Not to Scale

Draw Date: 06/27/2017

Page: 5 of 5