

February 12, 2002

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

Dear Supervisors:

**HALL OF RECORDS
LEASE AGREEMENT WITH THE
LOS ANGELES PHILHARMONIC ASSOCIATION
FOR STORAGE OF HISTORICAL RECORDS
(FIRST) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to execute the attached gratis Lease Agreement with the Los Angeles Philharmonic Association (LAPA) for 2,320 square feet of archive storage space at the Hall of Records.
2. Find that the property described in the attached Lease Agreement is not required for the County's use for the lease term.
3. Find that the Lease Agreement is categorically exempt from the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LAPA provides the citizens of Los Angeles County with world renowned theatrical, cultural and musical programs. Over the years, the Association has collected significant historical materials pertaining to the Philharmonic Association and the Hollywood Bowl.

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Since 1993, the LAPA has occupied 2,953 square feet at the Hall of Records. The majority of this space is located on the fifth floor and is used for cataloguing and storing original records. A small amount of office space, approximately 633 square feet located on the eleventh floor is no longer needed and has recently been vacated.

LAPA has requested that the agreement be modified to delete the eleventh floor space and to extend the term to August 18, 2005 since there is a continued need for the storage of the archival materials.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we manage effectively the resources that we have and increase public private partnerships (Goal 4, Strategies 2 and 3). The leasing of County property to a non-profit organization supports these strategies and is consistent with the Strategic Asset Management Principles.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the County as the consideration for granting of this Lease Agreement will be the benefit received from the preservation of historical records by the Philharmonic Association for the general benefit of the public.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of this recommendation provides the LAPA with leased space through August 18, 2005, unless cancelled by either party on 180 days' notice. The rent is gratis, with the Lessee responsible for telephone, insurance and applicable taxes. The gratis use of the facility is conditioned upon the LAPA's use in which historically significant materials shall be collected, stored, cataloged, preserved and used for research.

ENVIRONMENTAL DOCUMENTATION

The leasing of storage space to the LAPA is categorically exempt from CEQA, as specified in Class 1, Section r of the revised Environmental Document Reporting

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Procedures and Guidelines adopted by your Board.
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Lease Agreement will have a favorable impact by preserving historical information of cultural, theatrical and musical programs provided to the public. The space provided under the Lease Agreement is available and will not impact current County services.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors forward copies of the adopted Board letter including the executed lease agreement to the copy distribution departments indicated below, and one adopted, stamped copy to the Chief Administrative Office, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:SNY
CWW:CB
AA:kh

Attachments (1)

c: County Counsel
Auditor-Controller
Los Angeles Philharmonic Association

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2002,

BY AND BETWEEN

LOS ANGELES, a body corporate and

COUNTY OF

politic, hereinafter referred to as "County,"

AND

Los Angeles Philharmonic Association, a California non-profit Corporation, hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using a portion only of said real property;

WHEREAS, Lessee is willing to exercise the grant of such a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. **PREMISES:**

1.01 County hereby grants a lease (Lease) to Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 2,320 square feet of office space on the fifth floor at 320 West Temple Street, Los Angeles, as depicted on Exhibit "A" (Premises), attached hereto and by this reference incorporated herein.

1.02 The demised Premises shall be used only by Lessee for the purpose of storing, collecting, cataloguing and preserving historically significant materials pertaining to the
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Philharmonic Association and the Hollywood Bowl.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO). All alterations are to be made at Lessee's expense and at no cost to the County.

1.04 Lessee shall remove all fixtures and personal property prior to the termination of this Lease. All alterations, fixtures and personal property, additions or betterments to the Premises furnished, shall become the property of the County upon the termination of the Lease.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. **TERM:**

2.01 The term of the Lease shall commence upon approval of this agreement by the Board of Supervisors and terminate on August 18, 2005.

2.02 In case Lessee holds over beyond the end of the term provided with the consent, express or implied of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease.

2.03 Either party shall have the option of terminating this agreement at any time during the term of this lease by providing written notice at least one hundred eighty (180) days in advance.

3. **PAYMENT:**

3.01 County hereby agrees to allow Lessee to use the above described premises on a gratis basis in exchange for lessee's promise to use the premises for the purpose set forth in Paragraph 1.02 and to abide by the terms and conditions contained herein.

5. **OPERATING RESPONSIBILITIES:**

5.01 Compliance with Law. Lessee shall conform to and abide by all Municipal and 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 leases are required, the same must be first obtained from the regulatory agency having jurisdiction thereover.

5.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

5.03 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 leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

5.04 Security Devices. Lessee may provide any legal devices, installations, or equipment designed for the purpose of protecting the premises from theft, burglary or vandalism provided written approval for installation is first obtained from the County. All purchases and installations thereof shall be at Lessee's expense.

5.05 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance.

5.06 Utilities. The County shall be responsible for payment of all utilities (excluding telephone or related phone line data) necessary for the operation of the Premises. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

5.07 Examination of Premises. Lessee shall permit authorized representatives of the County to enter the area occupied at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

6. DAMAGE OR DESTRUCTION:

6.01 The County agrees that should the demised Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within 180 days of such occurrence, to repair the damaged Premises.

In the event of damage by any such cause which results in damage to forty percent or less of the net usable area of the improvements, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate the Lease, in which case Lessee shall surrender the Premises to the County and shall not be obligated for any further rental under the Lease.

Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made effective on the date of such destruction. The proportionate reduction is to be based upon the proportion that the space rendered unusable to Lessee bears to the whole thereof. Lessee shall not be entitled to an abatement of rent pursuant to this provision when the damage to the Premises is the result of negligence or intentional acts of Lessee's employees.

7. HOLD HARMLESS AND INDEMNIFICATION:

7.01 Lessee agrees to indemnify, defend and save harmless the County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense, including defense costs, legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's, its members, agents and invitees, operations and use of the Premises and the attraction caused by their operations on the Premises which attracts third parties and members of the general public to the Premises, including any Workers'

Compensation suits, liability or expense, arising from or connected with services performed on behalf of Lessee by any person pursuant to this agreement.

8. **INSURANCE:**

8.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, 222 South Hill Street, Third Floor, Los Angeles, California 90012, on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability: A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than ONE MILLION DOLLARS and No/100 (\$1,000,000.00) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this lease agreement.

c. Comprehensive Auto Liability: A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000.00) per occurrence.

8.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this agreement.

8.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

9. **TAXES AND ASSESSMENTS:**

9.01 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Premises and any improvements located thereon. Lessee does not hereby concede that any real property interest held by it is subject to real property taxation.

10. **TRANSFERS:**

10.01 Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

11. **DEFAULT:**

11.01 Lessee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Lessee, the County may forthwith revoke and terminate this agreement.

12. **WAIVER:**

12.01 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 estopping either party from enforcing the full provisions thereof.

12.02 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.

13. **SURRENDER:**

13.01 Upon expiration of the term hereof or cancellation thereof as herein provided, Lessee shall peaceably vacate the Premises and shall remove all improvements constructed by Lessee and deliver the Premises to the County in reasonably good condition, in accordance with Paragraph 1.04 of this lease agreement.

14. **ENFORCEMENT:**

14.01 The CAO shall be responsible for the enforcement of this agreement on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

14.02 In the event either party commences legal proceedings for the enforcement of this agreement or recovery of the Premises used herein, the other party does hereby agree to pay any sum which may be awarded to the prevailing party by the Court, the reasonable attorney's fees, and costs incurred in the action brought thereon.

15. **COUNTY LOBBYIST ORDINANCE:**

15.01 Lessee 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 Lease.

16. **NOTICES:**

16.01 Any notice required to be given under the terms of this Lease 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 or 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 Lessee shall be:

Los Angeles Philharmonic Association
135 North Grand Avenue
Los Angeles, CA 90012-3042
Attention: Patricia A. Mitchell

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012

Attention: Carlos Brea,
Manager, Property Management

or such other place as may hereinafter be designated in writing to Licensee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

IN WITNESS WHEREOF, Lessee has executed this lease or caused it to be duly executed and County of Los Angeles by order of its Board of Supervisors has caused this lease to be executed on its behalf by the Chair of said Board and attested by the Executive Officer the day, month, and year first above written.

LESSEE

APPROVED AS TO FORM

Los Angeles Philharmonic Association

By: _____

By: Chief Operating Officer

ATTEST:

Violet-Varona Lukens
Executive Officer, The Board of Supervisors

By: Deputy

LESSOR

COUNTY OF LOS ANGELES

By: Chairman, Board of Supervisors

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: Principal Deputy