County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
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First District

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Second District

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Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 29, 2012

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:

FOURTH MODIFICATION OF LICENSE AGREEMENT NO. 61543
ALTERNATE PUBLIC DEFENDER, DISTRICT ATTORNEY, PROBATION, PUBLIC DEFENDER, AND SHERIFF DEPARTMENT
SANTA MONICA COURTHOUSE IN CIVIC CENTER
1855 MAIN STREET, SANTA MONICA
(THIRD DISTRICT) (3 VOTES)

SUBJECT

This recommendation is for a Fourth Modification of the existing license with the City of Santa Monica (City) which will provide 72 parking spaces in the City's Civic Center for use of five County Departments located within the Santa Monica Superior Courthouse.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed Fourth Modification is exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).

2. Approve and instruct the Chairman to sign the Fourth Modification of the existing license with the City of Santa Monica (City) for the use of 72 parking spaces in the City Civic Center for the Alternate Public Defender, District Attorney, Probation, Public Defender, and Sheriff's Department for an annual parking rent of $162,317. The rental costs are 100 percent net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Fourth Modification to License Agreement No. 61543 will extend the parking agreement and amend the parking interests of the County and State in keeping with the terms of the Transfer Agreement (TA) and Joint Occupancy Agreement (JOA), between the Judicial Council of California (the State), and the County of Los Angeles for the use of the Santa Monica Courthouse, and the adjacent licensed parking structure and lot. Under the TA, the County served as the managing party responsible for the operation of the licensed parking until operations transitioned from the County to the State, effective February 29, 2012. After this date, the TA specified the State and County would each be responsible for their respective share of the costs related to the License. As such, under this modification, the County and State will each have separate agreements with the City of Santa Monica and the County will no longer manage the License for both parties.

The Fourth Modification will extend the term of this License through February 28, 2017, with five one-year options to extend the term thereafter at the City's discretion. The City shall confer with the County and notify the County prior to exercising such options.

The number of parking spaces under contract will be 72 for County use. Approval of the Fourth Modification will allow the County to continue to provide parking for County Departments whose operations are related to the Superior Court operations.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services (Goal 1). The Fourth Modification supports the goal of service excellence as it will result in the general benefit to County staff and Court operations, while at the same time maintaining parking for County employees at this courthouse location.

FISCAL IMPACT/FINANCING

The proposed Fourth Modification will continue the existing rental rate of $8.18 per space per day, however, the number of guaranteed parking spaces under contract for the County will increase by one to 72 spaces at a monthly rent of $13,526, or $162,317 annually.

1855 Main Street Santa Monica	Existing License	Proposed Fourth Modification	Change
No. of Parking Spaces	325 (254 State; 71 County)	72 (4 reserved; 68 non-reserved)	+1 space
Term	Approximately one year; currently month-to-month (11/17/2009–11/14/10)	Upon execution through 2/28/17	+4 years (approximate)
Annual Parking Rent	$144,033	$162,317	+$18,284
Rate Per Day	$8.18	$8.18 non-reserved; $24.54 reserved	No change for non- reserved +$16.36 for reserved space
Cancellation	Mutual upon 30 days notice	Mutual upon 30 days notice	No change
Option to Extend	One option	Five 1-year options	+Four 1-year options
Rental Adjustments	At Landlord's discretion when public rate increases	At Landlord's discretion when public rate increases	No change

Sufficient funding for the proposed license is included in the Fiscal Years 2011-12 and 2012-13 Rent Expense budget and will be billed back to the user departments. Sufficient funding is available within the various County operating budgets to cover the projected license costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Fourth Modification contains the following terms:

- The Fourth Modification shall become effective upon mutual execution of the parties and will terminate on February 28, 2017.

- The parking rate will remain unchanged for non-reserved parking spaces at $8.18 per space per day, plus there will be four reserved spaces billed at the rate of $24.54 per space per day, totaling $162,317 annually.

- The right to terminate the agreement will remain unchanged with a mutual right to cancel upon 30 days prior written notice.

- The City will have five one-year options to extend the license.

The Chief Executive Office (CEO) Real Estate staff surveyed the immediate area to determine the availability of comparable and more economical parking sites. Staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically, nor are there any County-owned or leased facilities available for this program. Based upon said survey, staff has established that the rental range for private parking in the Santa Monica area is between $5 and $10 on a per daily rate basis. The City sets the market for public lot parking rates which range from $5 to $9 per space per daily rate basis. Thus, the proposed daily rate of $8.18 for unreserved spaces and $24.54 for reserved spaces is within the market range for the Santa Monica area.

The Superior Court staff and the State staff collaborated with CEO staff in the negotiations with the City resulting in this Fourth Modification to the License Agreement. The City has requested the County to execute the document first. This matter will be scheduled on the City Council Agenda following the conclusion of negotiations between the City of Santa Monica and the Administrative Office of the Courts, thereby allowing both the State and the County agreements to be presented in unison to provide continuous commencement dates.

ENVIRONMENTAL DOCUMENTATION

The CEO has concluded that this project is exempt from California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Fourth Modification of the License Agreement will adequately provide the necessary parking spaces for the County requirement. The Alternate Public Defender, District Attorney, Probation, Public Defender, and Sheriff concur with the proposed license recommendations.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return three originals of the executed Fourth Modification of License Agreement, two certified copies of the Minute Order and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:CMM
CEM:FC:ls

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Alternate Public Defender
District Attorney
Probation
Public Defender
Sheriff

BL 1855 Main Street Santa Monica

Attachment A

SUPERIOR COURT – SANTA MONICA CIVIC CENTER
1855 MAIN STREET, SANTA MONICA
Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?[2]			X
	B	Does lease co-locate with other functions to better serve clients?[2]			X
	C	Does this lease centralize business support functions?[2]			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person?[2]			X
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program?	X		
	B	Is this a long term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment B?	X		
	G	Was build-to-suit or capital project considered?		X	
3.	**Portfolio Management**				
	A	Did department utilize CAO Space Request Evaluation (SRE)?		X	
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located?			X
		1. ___ The program clientele requires a "stand alone" facility.			
		2. _X_ No suitable County occupied properties in project area.			
		3. ___ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full service lease?[2]	X		
	F	Has growth projection been considered in space request?			X
	G	Has the Dept. of Public Works completed seismic review/approval?			X

[1]As approved by the Board of Supervisors 11/17/98

[2]If not, why not?

Attachment B

SUPERIOR COURT – SANTA MONICA CIVIC CENTER
1855 MAIN STREET, SANTA MONICA
PARKING SEARCH ONE QUARTER MILE RADIUS

LACO	FACILITY NAME	ADDRESS	OWNERSHIP	PARKING TYPE	PARKING SPACES	VACANT PARKING SPACES
X849	FIRE-CENTRAL SECTION LIFEGUARD HEADQUARTERS	1642 OCEAN FRONT WALK, SANTA MONICA 90401	CONTRACT	ON-SITE	15	NONE
3060	SANTA MONICA COURTHOUSE	1725 MAIN ST, SANTA MONICA 90401	OWNED	ON-SITE	26	NONE

FOURTH MODIFICATION OF LICENSE AGREEMENT NUMBER 61543

This Fourth Modification of License Agreement Number 61543 ("Fourth Modification") is entered into this _____ day of _____, 2012, by and between the CITY OF SANTA MONICA, a municipal corporation (the "City" or "Licensor"), in its proprietary capacity, and COUNTY OF LOS ANGELES, a body politic and corporate (the "County" or "Licensee"), and is made with reference to the following:

RECITALS

A. The City is the owner of certain real property referred to as the Santa Monica Civic Auditorium Parking Lot located adjacent to the Santa Monica Civic Auditorium at 1855 Main Street, Santa Monica, California 90401. The City currently operates the Santa Monica Civic Auditorium Parking Lot ("Parking Lot") for use by, among others, members of the public, Civic Auditorium event attendees, City vehicles, City employees, City visitors, County employees, County visitors, and also for State employees, jurors, and visitors. The City also operates the Civic Center Parking Structure located at the corner of Olympic Boulevard and Fourth Street ("Parking Structure"). The Parking Lot and Parking Structure may be collectively referred to as the "Parking Areas." The City intends to develop the Parking Lot as part of the Civic Center development.

B. On or about June 27, 1989, the City and County entered into License Agreement Number 61543 (the "Original Agreement") for the use of certain parking spaces by jurors and County employees at the Parking Lot. The Original Agreement was amended pursuant to a First Modification dated November 15, 2004 ("First Modification"), Second Modification dated June 27, 2006 ("Second Modification"), and Third Modification dated November 17, 2009 ("Third Modification"). The Original Agreement, First Modification, Second Modification and Third Modification may be referred to collectively herein as "the License Agreement."

C. The City and County desire to modify the License Agreement to extend the term of this License for five (5) additional years, and for other modifications to the License Agreement, upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

SECTION 1. GRANT OF LICENSE.

1.1 Keycards. Section 1.1 of the Third Modification shall be deleted and replaced with the following:

> The City has provided Licensee 71 keycards for use by employees of County, including employees of the Alternate Public Defender, District Attorney, Probation, Public Defender and Sheriff

(collectively referred to as "County Users"). In recognition that not all of Licensee's employees report to the Santa Monica Courthouse on a daily basis, the City may increase the number of keycards provided pursuant to this Modification to 81 or other mutually agreed upon reasonable number. The disbursement of any additional keycards shall confer no rights to entry beyond the Authorized Number of Spaces as defined below for each day of use. Licensee will be responsible for replacement costs of keycards not returned or asked by Licensee to be replaced. Licensee shall provide to the City the names of those individuals receiving keycards, and in the event of termination, resignation or transfer of such individual, the Licensee shall notify the City immediately in order for the City to deactivate such keycard. The cost of any replacement keycards shall not exceed twelve dollars ($12.00) per card during the Term of this Agreement. In the event the City changes its parking equipment, it will issue new keycards to the County without cost to the County.

1.2 Number of Parking Spaces. The number of parking spaces referenced in the License Agreement shall be modified to 72 parking spaces (referred to as "Authorized Number of Spaces"). Accordingly, Section 1.2 of the Third Modification will be deleted and replaced with the following:

> Authorized Number of Spaces. Subject to the terms of this License, the Licensee will have the right to use 72 Authorized Number of Spaces through the provision of (a) 71 keycards, and (b) one (1) all-day validation for one parking space.
>
> Reduction in Authorized Number of Spaces. The County may reduce or eliminate the Authorized Number of Spaces in part or in whole and may reduce the number of reserved spaces to non-reserved spaces provided that the County provides the City with advance written notice of such reduction; however, nothing is intended to increase the Authorized Number of Spaces or number of reserved spaces to the County, without the consent of the City through its City Council.

1.3 Location of Parking Spaces. Section 1.3 of the Third Modification shall be deleted and replaced with the following:

> Reserved Parking. There shall be four (4) parking spaces reserved for use by the County ("Reserved Spaces."). The City and County shall meet and confer about the location of the Reserved Parking upon request by either party to this Agreement. The City shall make a good faith effort to locate the Reserved Parking adjacent to the Courthouse; however, it shall not be obligated to do so. The

City reserves the right to move the location of the Reserved Parking from time to time during the term of this License Agreement for municipal needs, including the implementation of the Civic Center Specific Plan provided that prior to such change in location the City shall meet and confer with the County in advance.

Location of Parking. The location of parking subject to this Agreement shall be within the boundaries of the Santa Monica Civic Center which shall be defined as the area bounded by Ocean/Pico/Fourth/Colorado, in Santa Monica, California ("Santa Monica Civic Center"). The City reserves the right to designate the location of the parking provided herein, in its sole discretion, after consultation with the County. Parking may be in the Parking Lot, Civic Center Parking Structure on Level 3 or above, an alternate parking location within the boundaries of the Santa Monica Civic Center, or a combination thereof.

1.4 Additional Validations. In the event additional validations are required by the County, the City will provide available validated parking at the same rate as the guaranteed validations of eight dollars and eighteen cents ($8.18) per day; provided, however, that the City makes no guarantee that parking spaces beyond 72 parking spaces will always be available.

1.5. Valometer. The Section 1.1(F) of the Second Modification shall be deleted and replaced with the following:

> The City will provide to the County one (1) valometer for validation of parking tickets subject to Validated Parking. The validations provided pursuant to this additional validation machine will be tracked and billed to the County directly."

1.6. Shuttle: The County acknowledges that under the following certain circumstances identified pursuant to this Section 1.6, not all of the 72 spaces will be available for use by the County and its visitors. The circumstances consist of the following:

a) Removal of more than 25% of total parking;
b) Scheduling of a large event at the Civic Auditorium;
c) Construction of a parking structure in the Santa Monica Civic Center area; or
d) Commencement of the redevelopment of the Santa Monica Civic Center area.

In the event that some or all of the guaranteed spaces are not available in the Parking Areas, then at no additional cost to the County, County employees and visitors, will be permitted to use an equivalent number of parking spaces in another City-operated lot. County will also be permitted to use the existing City parking shuttle during its three windows of operation similar to: 7-8:30am, 11:30am-1:30pm, and 4-6pm, Monday through Friday; however, in no event will the City relocate County Users from the Parking Areas pursuant to this paragraph if the City

employees are not also relocated from the Parking Areas. Any services requested supplemental to or different from that being provided to City employees will be provided at the County's expense.

SECTION 2. TERM.

Section 2 of the Second Modification shall be deleted and replaced with the following:

> i. Term. The term of the License Agreement shall continue up through and including February 28, 2017 ("Term"), unless terminated earlier pursuant to Section 6 of the Second Amendment. Absent the City's exercise of the option as set forth below, this License Agreement shall terminate automatically at midnight on February 28, 2017, without the necessity of notice to terminate by any party.
>
> ii. Option Term. The City shall have, in its sole discretion, five options to extend the License Agreement on the same terms and conditions set forth in the License Agreement and this Fourth Modification for a period of one year. At least ninety (90) days prior to the expiration of the Term, the City, County, and Court shall meet and confer, through their designated representative, to discuss the option period. The City shall notify the County whether or not it intends to exercise the option to extend at least thirty (30) days prior to the expiration of the Term. In the event the City elects to exercise the option to extend, then the License Agreement and the Option Term shall terminate automatically, without the necessity of notice to terminate by any party.

SECTION 3. PAYMENT.

3.1 Section 3(A) of the Second Modification shall be deleted and replaced with the following:

> i. License Fees for Parking. As consideration for the license granted herein, the County shall pay to City the following payment:
>
> The payment for 72 spaces shall be based upon the pre-tax all day rate per space per day, currently eight dollars and eighteen cents ($8.18) per space per day, with a minimum monthly fee of thirteen thousand five hundred twenty-six dollars and forty-five cents ($13,526.45) collectively for reserved and nonreserved spaces payable at beginning of month.

Calculation of Rate for Non reserved spaces: The calculation is based on 248 days per year (20.67 days per month), excluding legal holidays, at a rate of eight dollars and eighteen cents ($8.18) per space per day for 68 nonreserved spaces eleven thousand four hundred ninety-seven dollars and forty-eight cents ($11,497.48) per month).

Calculation of Rate for Reserved spaces: Reserved spaces will be three times the rate of nonreserved spaces (in this case twenty-four dollars and fifty-four cents ($24.54) per space per day for 4 reserved spaces or two thousand twenty-eight dollars and ninety-seven cents ($2,028.97) per month).

The monthly fees shall be payable by County of Los Angeles Auditor. A failure to pay any amount due under the Parking Agreement shall not be considered an event of default under the Parking Agreement unless the County fails to pay any such amount within fifteen (15) calendar days after receipt of written notice that the same is due, owing, and payable. The City shall provide a notice of an event of default to the County of Los Angeles in accordance with the notice provisions set forth in Section 8 of Second Modification. The monthly fees are due and payable to the City, in advance, on the first day of each month during the term of this License Agreement. The County shall pay City the fees due stated herein during the Term hereof within 15 days after a claim therefore for each such month as has been filed by City with the Auditor of the County of Los Angeles prior to the first day of each month.

3.2 Section 3(C) of the Second Modification shall be deleted and replaced with the following:

Increase in Public Parking Rate: The all day rate may be adjusted by the City through its City Council, and Licensor agrees to provide the Licensee with thirty (30) day notice of rate changes. After such notice, the City may increase the License Fees to a parking rate equal to the pre-tax all-day rate per space per day then charged by the City, currently eight dollars and eighteen cents ($8.18) per space per day.

///

SECTION 4. FULL FORCE AND EFFECT.

Except as set forth herein, all of the other terms and conditions of the Original Agreement, First Modification, Second Modification and Third Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Modification to be executed the day and year first above written.

LICENSOR:

ATTEST:

CITY OF SANTA MONICA
a municipal corporation

_____

By: _____

MARIA STEWART
City Clerk

ROD GOULD
City Manager

APPROVED AS TO FORM:

_____

MARSHA JONES MOUTRIE
City Attorney

LICENSEE

ATTEST:

COUNTY OF LOS ANGELES
a body politic and corporate

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

By: _____
ZEV YAROSLAVSKY
Chairman, County of Los Angeles

APPROVED AS TO FORM

JOHN F. KRATTLI
ACTING COUNTY COUNSEL

By: _____
Deputy