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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

9 NOVEMBER 17, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 17, 2009

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:

THIRD MODIFICATION OF LICENSE AGREEMENT NO. 61543
SUPERIOR COURT- SANTA MONICA CIVIC CENTER
1855 MAIN STREET, SANTA MONICA
(THIRD DISTRICT) (3 VOTES)

SUBJECT

This recommendation is for a Third Modification of the existing License for the continued use of 325 parking spaces for the Superior Court and various County Departments involved in Court operations.

IT IS RECOMMENDED THAT YOUR BOARD:

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

2. Approve and instruct the Chairman to sign the attached Third Modification of License No. 61543, with the City of Santa Monica (City) for the Superior Court, Probation Department, Alternate Public Defender, Public Defender, District Attorney, and Sheriff Department, for continued use of 325 parking spaces in the City Civic Center at the annual parking rent of $583,600 of which the net County cost is $125,532. The Superior Court share of cost ($458,068) is funded by the State.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The enclosed Third Modification will extend parking License Agreement No. 61543, which currently provides employee and juror parking for the Superior Court, and various County tenants, per a provision in Modification No. 1 which allowed for the extension of the License up to one additional year following the transfer of the Santa Monica Courthouse to the State.

On November 18, 2008, the Board of Supervisors adopted the Transfer Agreement (TA) and the Joint Occupancy Agreement (JOA), between the Judicial Council of California (the State), and the County of Los Angeles for the continued use of the Santa Monica Courthouse, as well as the licensed parking adjacent to the courthouse.

The TA conveyed a share of the responsibility for funding the operation of the courthouse from the County to the State. The County agreed to serve as the managing party responsible for the operation of licensed parking under the terms of the City parking License, until operations transition from the County to the State. The TA specifies that the State and the County are each responsible for their respective share of the costs related to the parking License.

The Third Modification will extend the term of this License through November 14, 2010, along with an option at the City's discretion to extend the term through February 29, 2012. The City must confer with the County and State prior to exercising the option. The County has no further obligation, beyond the existing term (November 14, 2009); the County is managing the parking License as a courtesy to the State, subject reimbursement of the State's share of costs.

The number of parking spaces under contract will remain at 325 spaces. Approval of the Third Modification will allow the County to provide parking accommodations for the Superior Court staff and jurors, County staff, and other court business.

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 Third Modification supports the goal of service excellence as it will result in the general benefit to County staff and operations, while at the same time maintaining parking for Superior Court employees and jurors at this courthouse location.

FISCAL IMPACT/FINANCING

The proposed Third Modification will continue the existing rental rate of $7.27 per space per day, and the number of guaranteed parking spaces under contract at 325, thus allowing the County to limit its financial obligation while providing adequate parking for employees, and visitors, as well as for the Superior Court's employees, jurors, and others.

1855 Main Street, Santa Monica	**Existing License**	**Proposed Third Modification**	**Change**
No. of Parking Spaces	325	325	None
Annual Parking Rent	$583,600	$583,600	None
Rate Per Day	$7.27	$7.27	None
Term	Nov. 15, 2004 thru Nov. 14, 2009	Upon execution through Nov. 14, 2010	+ One year (approximately)
Cancellation	Mutual upon 30 days notice.	Mutual upon 30 days notice.	None
Rental Adjustments	90 percent of rate charge to public	90 percent of rate charge to public	None
Option to Extend	None	City has an option to extend thru Feb. 29, 2012, with 30 day notification prior to expiration of current term, after conferring with County.	+ One Option

Sufficient funding for the proposed license is included in the 2009-10 Rent Expense budget and will be billed back to the State and to the user departments. Sufficient funding is available within the various County operating budgets to cover the projected County share of the license costs. The State is obligated under the JOA to reimburse the County for its share of these parking costs.

The County's proportionate share of parking expenses will be 21.51 percent, and the State's portion will be 78.49 percent, in accordance with the JOA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Third Modification contains the following terms:

- The Third Modification shall become effective upon mutual execution of the parties and will terminate on November 14, 2010 unless terminated earlier by either party.

- The parking rate will remain unchanged at $7.27 per space per day, or $583,600 annually.

- The number of parking spaces remains unchanged at 325.

- The right to terminate the agreement will remain unchanged, that is, either party may cancel upon 30 days prior written notice.

- The City will have one option to extend through February 29, 2012, with at least 30 days notice prior to the expiration of the current term. At least 90 days prior to expiration, the City will meet and confer with the County and the State.

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 suitably accommodate this requirement at a lower cost. Based upon said survey, staff has established that the rental range for private parking in the Santa Monica area is between $4.90 and $13.40 on per daily rate basis. The City sets the market for public lot parking rates which range from $5.42 to $10.00 per space per daily rate basis. Thus, the proposed daily rental rate of $7.27 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 Third Modification to the License Agreement. The City has requested the County to execute the document first. This matter has been scheduled to be on the City Council Agenda in November.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Third Modification will provide the necessary parking spaces for the County's requirements. The State has concurred with the proposed recommendation.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The CEO has made an initial study of environmental factors and has concluded that this project is exempt from 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.

CONCLUSION

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

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SK:WLD
NH:FC:hd

Attachment

c: County Counsel
Auditor-Controller
Superior Court
Probation Department
Alternate Public Defender
Public Defender
District Attorney
Sheriff

1855MainStreer.b

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] **This is an agreement for supplemental parking spaces to accommodate parking needs for a County managed facility.**			X
	B	Does lease co-locate with other functions to better serve clients?[2] **See A above.**			X
	C	Does this lease centralize business support functions?[2] **See A above.**			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person?[2] **See A above.**			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 CEO Space Request Evaluation (SRE)? **This was based on a survey of Departments.**		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

BOARD OF SUPERVISORS' ORIGINAL

THIRD MODIFICATION OF LICENSE AGREEMENT NUMBER 61543

This Third Modification of License Agreement Number 61543 ("Third Modification") is entered into this 17th day of NOVEMBER, 2009, 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").

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") and thereafter Second Modification dated June 27, 2006 ("Second Modification"). The Original Agreement, First Modification, and Second Modification may be referred to collectively herein as "the License Agreement.

C. On November 18, 2008, the Judicial Council of California (the "Council") and the County established a Transfer Agreement to set forth the terms and conditions for a Transfer of Responsibility for funding and operation of the Santa Monica Courthouse property, and a Joint Occupancy Agreement (JOA) to set forth the terms and conditions for possession, occupancy and use of the Santa Monica Courthouse property. Under the JOA, the Council, as contributing party, is responsible for paying its share of all shared costs incurred by the County, as managing party, including the cost of the Licensed Parking or any replacement therefor.

D. The City and County desire to modify the License Agreement to extend the term of this License for an additional year, and for other modifications to the License Agreement, upon the terms and conditions set forth herein.

///

61543 SUPPLEMENT 2

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 (E) of the Second Modification shall be deleted and replaced with the following:

> Licensee has 215 keycards for County and State Parking (or any other number of keycards as mutually agreed upon by the parties), and shall pay the actual replacement cost for any 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 $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. Section 1(A) of the Second Modification will be deleted and replaced with the following:

> Subject to the terms of this License, the Licensees may use up to 325 parking spaces within the Parking Lot for courthouse operations, including parking for State employees, County employees, judges, Commissioners, County law enforcement personnel, other court personnel assigned to the Courthouse, jurors, or other courthouse purposes.

1.3 Location of Parking Spaces. Section 1(B)(i) of the Second Modification will be deleted and replaced with the following:

> Reserved Parking (25 Spaces). The 25 reserved parking spaces within the Parking Lot shall be reserved for use by the State and the County (collectively, the "Reserved Parking"). The City and County shall meet and confer about the location of the Reserved Parking upon request by any 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, State and court personnel.

1.4 Parking Lot Only. Section 1(B)(iv) of the Second Modification shall be deleted and replaced with the following:

i. Location of Parking During Term. Except for the 25 Reserved Parking spaces which shall be in the Parking Lot, the remainder of the parking spaces for the Term of the Agreement may be in either the Parking Lot or in the Civic Center Parking Structure on Level 3 or above.

ii. Location of Parking During Option Term. During the option period, if any, the City will designate the location of parking under this License Agreement, 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, or an alternate parking location within the Civic Center area, or any combination of such locations.

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 November 14, 2010 ("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 November 14, 2010, without the necessity of notice to terminate by any party.

ii. Option Term. The City shall have, in its sole discretion, one option to extend the License Agreement on the same terms and conditions set forth in the License Agreement and this Third Modification for a period of over fifteen (15) additional months from November 15, 2010 up through and including February 29, 2012. 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 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 at midnight on February 29, 2012, 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 the City an annual license fee in the sum of $583,599.25 per year, payable in eleven monthly payments of $48,633.27 and one monthly payment of $48,633.28, for the 325 parking spaces. This amount represents a parking rate of $7.27 per space for 247 days of use per year, and is subject to Section 3(C) of the Second Modification. The monthly payments are due and payable to the City, in advance, on the first day of each month during the term of this License Agreement.

ii. License Fee for Option Term. In the event the City exercises the option, the license fee during the Option Term shall be $751,354.50, payable in fifteen monthly payments of $50,090.30. This amount represents a parking rate of $7.27 per space for 318 days of use, and is subject to Section 3(C) of the Second Modification.

iii. Pro Rata Reduction for Specified Furlough Days. If the County or State imposes mandatory furloughs upon their employees during the Term of this License or Option Term, if any, then the County agrees to provide the City with advance written notice of such furloughs. The notice will be provided in accordance with Section 8 of the Second Amendment and shall contain the following information: (i) designated dates of mandatory furloughs; and (ii) specific number of parking spaces not needed or needed by County or its State designees. Provided that the City receives timely notice, the license fee shall be reduced by a proportionate amount in relation to the number of parking spaces not needed due to furloughs, and the number of furlough days. The parties agree to a reconciliation of the license fee at the end of the Term or Option Term, if any.

3.2 Section 3(B)(i) of the Second Modification shall be deleted.

SECTION 4. NOTICES.

All references to the "Chief Administrative Office" in the License Agreement shall be deleted and replaced with "Chief Executive Office".

///

///

///

///

SECTION 5. FULL FORCE AND EFFECT.

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

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

LICENSOR:

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

Denise Anderson-Warren

By: 12/1/09

MARIA STEWART
City Clerk

P. LAMONT EWELL
City Manager

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE
City Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#9 NOV 17 2009

LICENSEE

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTEST:

COUNTY OF LOS ANGELES,
A body politic and corporate

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

By: _____
DEPUTY

NOV 17 2009

By: Don Knabe
DON KNABE
Chairman, Los Angeles County

APPROVED AS TO FORM

ROBERT E. KALUNIAN
ACTING COUNTY COUNSEL

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

By: _____
AMY M. CAVES
Senior Deputy County Counsel

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

By _____
Deputy

61543 SUPPLEMENT 2