



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012

(213) 974-1101

<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 7, 2003

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:

**LICENSE FOR THE USE OF THE SECOND AND THIRD LEVELS OF THE
WESTERN PART OF AUTO PARK 17 BY THE
LOS ANGELES PHILHARMONIC ASSOCIATION
(FIRST) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve a license with the Los Angeles Philharmonic Association (LAPA) for the use of Auto Park 17 located at 131 South Olive Street in order to accommodate LAPA's celebration of the Disney Concert Hall Inaugural Galas.
2. Find that Auto Park 17 is not required exclusively for County use for the period commencing October 20, 2003 and ending October 28, 2003.
3. Instruct the Chief Administrative Officer (CAO) or his designee to execute the License subject to approval by the Department of Public Works (DPW) and the Department of Health Services (DHS).
4. Authorize the CAO or his designee to refund to LAPA any funds in excess of the costs incurred from the loss of revenue and replacement juror parking.
5. Find that the License is categorically exempt for the California Environmental Quality Act (CEQA).

The Honorable Board of Supervisors
October 7, 2003
Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide LAPA with a staging area for materials, a catering kitchen and a projection position for the celebration of the opening of the Disney Concert Hall.

IMPLEMENTATION OF STRATIGIC PLAN GOALS

The County goal of Fiscal Responsibility (Goal 4) is enhanced through the requirement for reimbursement to the County for potential loss of revenue and substitute parking.

FISCAL IMPACT/FINANCING

The License to LAPA will require the temporary relocation of jurors to Auto Park 16, the Concert Hall subterranean garage which is open to the public at the rate of \$17 a day. In order to offset any potential loss of parking revenue to the County, LAPA has submitted \$32,273, which covers the projected cost of displacing the 267 jurors during the licensing period. Any funds in excess of the costs incurred from the loss of revenue will be refunded to LAPA. Therefore, this action will not have any discernable fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Beginning October 20, 2003, LAPA will be using the second and third levels of the western part of Auto Park No. 17 located at 131 South Olive Street. The use will include storing staging materials, a catering kitchen and projection of visuals. The use will continue through October 28, 2003. LAPA will need to obtain the approval of DPW for some temporary construction modifications. LAPA will also need authorization from DHS for the planned catering activities on the property.

ENVIRONMENTAL DOCUMENTATION

The issuance of a license is categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

The Honorable Board of Supervisors
October 7, 2003
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The partial use of Auto Park 17 by LAPA will displace 267 jurors for six days of the licensing period. The only place the Internal Services Department has found to accommodate the displaced jurors is at the Concert Hall Garage parking at a cost of \$17 per parking space. The Concert Hall Garage is scheduled to be open to the public on October 4, 2003. Since the demand for public parking at the Concert Hall Garage may be adversely impacted by juror use, LAPA has submitted a deposit to enable the County of Los Angeles to recover the potential cost to the County. Therefore, there will not be a discernable impact on current services.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors forward copies of the adopted Board letter to the copy distribution departments indicated below, and one adopted stamped copy to the CAO, Real Estate Division, 222 South Hill Street, 3rd floor, Los Angeles, CA 90012.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:MLT:cc

Attachment

c: County Counsel
Auditor-Controller
Los Angeles Philharmonic Association

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this ____ day of _____ 2003,

BY AND BETWEEN **COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County,"

AND **LOS ANGELES PHILHARMONIC ASSOCIATION**, hereinafter referred to as "Licensee,"

WITNESSETH:

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

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

WHEREAS, County grants to Licensee, the non-exclusive right to use the following described premises.

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 license (License) to Licensee and Licensee hereby agrees to the terms and conditions hereinafter set forth, for the use of Los Angeles County Auto Park Number 17 located at 131 South Olive Street in Los Angeles, California. A maximum of 267 spaces are to be utilized.

1.02 The licensed Premises shall be used only by Licensee, its officers, employees, contractors, agents, and guests for the purposes of _____ access, construction and demolition on October 20, 27 and 28, 2003 and for the staging area for materials, a catering kitchen and as a projection position from October 21 through the 26, 2003, and for such related and incidental purposes or activities as are related thereto.

1.03 Licensee shall make no alterations or improvements to the Premises unless written approval is first obtained from the Chief Administrative Office (CAO). All alterations and improvements are to be made at Licensee's expense.

1.04 Licensee shall remove all personal property prior to the termination of this License and in the event of the failure to do so; title thereto shall vest in County. All alterations, additions or betterments to the Premises furnished shall become the property of County upon the termination of the License unless County elects to have said alterations, betterments, additions removed at the expense of Licensee.

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

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction, in and to the Premises and covenants and agrees never to assail, contest or resist said title. This License shall be neither assignable nor transferable by the Licensee.

2. **TERM**

The term of the License shall be for the following dates: October 16 through October 28, 2003, commencing upon full execution of this License and terminating on October 28, 2003.

3. **CANCELLATION**

The County and Licensee reserve the right to immediately cancel this License for any reason by providing the other party with a written notice.

4. **PAYMENT**

4.01 Unless waived by the Los Angeles County Board of Supervisors, Licensee shall pay County for the use granted herein the sum of THIRTY-TWO THOUSANDS TWO HUNDRED AND SEVENTY-THREE DOLLARS (\$32,273.00) payable in advance, which includes City or County tax. This amount includes a maximum of 267 parking spaces per day. Payments shall be payable in advance of the term hereof and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, Room 514, 500 West Temple Street, Los Angeles, CA 90012, Attention: Franchise/Concessions Section.

4.02 Notwithstanding the above, County may at the discretion of the CAO refund to Licensee any amount in excess of the costs incurred by County from the loss of revenue due to securing replacement juror parking.

5. OPERATING RESPONSIBILITIES

5.01 Compliance with Law. Licensee 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 licenses are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

5.02 Signs. Licensee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the CAO, 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 to be brought onto, stored, or remain on the licensed Premises, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

5.04 Security Devices. Licensee shall be solely responsible for providing security for all of its activities on the Premises authorized by this License.

5.05 Maintenance. Licensee shall be responsible for maintaining the Premises in a clean and sanitary condition.

5.06 Utilities. Licensee shall be responsible for all utilities (Licensee will have no access to a telephone) necessary for the operation of the Premises. Licensee waives any and all claims against County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility/security system or electrical/telephone apparatus or wires serving the Premises.

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

5.08 Operational Responsibilities. In the event any operational problem that develops is not resolved to the satisfaction of Licensor, the CAO may revoke Licensee's use of the premises for any remaining dates enumerated above.

6. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all

liability, expense, including defense costs and 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 Licensee'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 Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

7. INSURANCE

7.01 Without limiting Licensee's indemnification of County, Licensee shall provide and maintain at its own expense during the term of this License the following program(s) of insurance covering Licensee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to County shall be delivered to the CAO's Real Estate Division, on or before the effective date of this License. Such evidence shall specifically identify this License and shall contain express conditions that 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 (\$1,000,000) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County of Los Angeles 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 Licensee and all risks to such persons under this License.

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 (\$300,000) per occurrence.

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

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

8. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee 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, any improvements located thereon or any uses made thereof.

9. **TRANSFERS**

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

10. **DEFAULT**

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

11. **WAIVER**

11.01 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 License or estopping either party from enforcing the full provisions thereof.

11.02 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 License shall be cumulative.

12. **SURRENDER**

12.01 Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Premises and shall remove all improvements constructed by Licensee, restore the Premises to its original condition, and deliver the Premises to County in reasonably good condition.

12.02 In the event Licensee fails to cause such removal of improvements, County, at its sole discretion, may elect to assume title thereto, or may have them removed and have the Premises restored at Licensee-s expense.

13. **ENFORCEMENT**

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

14. COUNTY LOBBYIST ORDINANCE

Licensee 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 License.

15. NOTICES

Any notice required to be given under the terms of this License 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 Licensee shall be:

The Los Angeles Philharmonic Association
151 South Grand Avenue
Los Angeles, California 90012
Attention: Beth Taylor Hart

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

County of Los Angeles
Chief Administrative Office - Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea
Telephone: (213) 974-4200 /Fax: (213) 217-4968

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.

16. AUTHORITY

The person executing this License on behalf of Licensee hereby personally covenants,

/
/
/
/
/
/
/
/

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed, and County of Los Angeles, pursuant to Los Angeles County Code Section 2.08.161 has caused this License to be executed on its behalf by the Chief Administrative Officer of said County or his designee on the day, month and year first written above.

ATTEST:

COUNTY OF LOS ANGELES

CONNOR B. McCORMACK
Registrar-Recorder/County Clerk

DAVID E. JANSSEN
Chief Administrative Officer

By: _____
Deputy

By: _____
SHARON R. HARPER
Chief Deputy

Date: _____

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: _____
Frank Scott
Principal Deputy, County Counsel

LICENSEE:

By: _____
LOS ANGELES PHILHARMONIC
ASSOCIATION

Date: _____

(LicenseLAPHILHARMONIC)

