



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Leo L. Mingle, Jr., Assistant City Manager

SUBJECT: Consideration and possible action to authorize the City Manager to execute Joint Use Agreement File No. 119.1, in a form approved by the City Attorney, with the County of Los Angeles for the use of County facilities located at 9951 East Flower Street (Parking Structure) and 9355 East Flower Street (Uncovered Parking Lot).

DATE: November 28, 2016

EXECUTIVE SUMMARY

The proposed Agreement would allow joint use by the City of Bellflower (“City”) and Los Angeles County (County”) of 1) the County owned parking structure at 9951 East Flower Street; and 2) the City owned parking lot at 9355 East Flower Street, both of which are directly adjacent to City Hall.

RECOMMENDATION TO CITY COUNCIL

- 1) Authorize the City Manager to execute AFN 119.1, in a form approved by the City Attorney; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

The fiscal impact to the City is approximately \$5,000 per year for locking and unlocking the parking structure on a daily basis and for City special events, and for monthly “street sweeping” services in the parking structure. The County will provide basic building and landscape maintenance to the parking structure. Within 45 days of the execution of the Agreement, the County will pay \$60,000 to the City for late rent.

DISCUSSION

The proposed Joint Use Agreement will provide much needed parking capacity in support of events at City Hall, the Civic Auditorium, the Town Center Plaza, and the Town Center (including the Events Center and Fire Museum).

The term of the Agreement is 20 years. The City and County will jointly establish administrative policies and procedures for accessing stairwells and removing trespassers. The City may have free use of the parking structure for weekday after-hour and weekend events on a not-to-interfere basis with the County’s daily operational use. The County will have reciprocal use of the parking lot. The City and County will develop schedules and/or details for use of the parking structure for City sponsored events.

Attachment

Joint Use Agreement (AFN 119.1)..... 2

**JOINT USE AGREEMENT FOR
PARKING FACILITIES
BETWEEN
THE CITY OF BELLFLOWER AND
LOS ANGELES COUNTY**

THIS AGREEMENT is made and executed this ____ day of _____, 2016, between the CITY OF BELLFLOWER, a general law city and municipal corporation (“CITY”), and the COUNTY OF LOS ANGELES, a subdivision of the state of California (“COUNTY”).

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:

- A. COUNTY owns a parking structure located at 9951 East Flower Street, Bellflower, CA (the “Structure”) which is directly adjacent to CITY’s civic center including, without limitation, City Hall and graphically depicted in attached Exhibit “A,” which is incorporated by reference;
- B. CITY owns an uncovered parking lot located at 9355 East Flower Street, Bellflower, CA (the “Lot”) which is also graphically depicted in Exhibit A. The Structure and the Lot may be collectively referred to as the “Facilities”;
- C. Since completion of the Facilities, the Parties have cooperated in using the Facilities for various purposes including, without limitation, special events sponsored by CITY for public purposes;
- D. It is in the public interest for the Parties to memorialize their past practice as to use of the Structure within this Agreement to ensure that the respective responsibilities of the Parties are understood.

2. **PREVIOUS AGREEMENTS.** This Agreement supersedes all previous agreements including Lease 22566 or arrangements between the Parties as to use of the Facilities. The Parties intend that this Agreement will memorialize all understandings as to Facilities use.

3. **LICENSE.** COUNTY licenses CITY to use, on the terms and conditions in this Agreement, the Structure; CITY licenses COUNTY to use, on the terms and conditions in this Agreement, the Lot. The Parties’ actions are not, and should not be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

4. **COUNTY RESPONSIBILITIES.** COUNTY agrees to the following:

- A. Within 45 days after executing this Agreement, COUNTY will pay CITY \$60,000 for late rent related to use of the Lot; and
- B. COUNTY will provide basic building and landscape maintenance for the Structure.

5. **CITY RESPONSIBILITIES.** CITY agrees to the following:

- A. CITY will cause the chain and bollard system controlling access to the Structure to be locked and unlocked on a daily basis. CITY will also control such access for CITY sponsored events as contemplated by this Agreement; and
- B. CITY will provide “street sweeping” services on a monthly basis when it sweeps the Lot outside the Structure.

6. **JOINT RESPONSIBILITIES.** The Parties agree to establish administrative policies and procedures regarding accessing stairwells within the Structure and, if necessary, removing trespassers to the Structure.

7. **USE OF FACILITIES.**

- A. CITY, on a gratis basis, may use the Structure for weekday after-hour and weekend events so long as it does not interfere with County’s daily operational use, for in fulfilling its government functions and when acting in its proprietary capacity for community events (described below);
- B. COUNTY, on a gratis basis, and its invitees, can access and use of the Lot without further rental payments;
- C. Each Party agrees to comply with all existing rules regulating the Facilities including, without limitation, evidence of insurance coverage and clean up after using their properties.
- D. Each Party acknowledges that this Agreement does not establish an exclusive use for use of the Structure.

8. **CITY SPONSORED EVENTS.** CITY may use the Structure for occasional City Sponsored Events. A City Sponsored Event is one recognized either by action of CITY’s city council or the city manager. COUNTY’s Director of Real Estate and CITY’s city manager, or their designees, are authorized to develop necessary schedules and/or details in connection with using the Structure for City Sponsored Events. Such details must include, at a minimum, CITY providing a minimum of \$1,000,000 in occurrence based insurance to cover incidents arising as a result of a City Sponsored Event. Such insurance requirement may be satisfied either as self-insurance or through such other means as agreed to between the Parties’ representatives.

9. **TERM.** Except as otherwise provided, the term of this Agreement will be for 20 years from its effective date. The Agreement will automatically renew on its anniversary date for a 10 year term unless either Party gives written notice to the other 30 days before the anniversary date of its intent to terminate. Upon mutual written agreement between the parties, this Agreement may be renewed for additional time.

10. **ALTERATIONS.** Other than as contemplated by this Agreement, neither Party may make, or cause to be made, any alterations to the other's property, or any part thereof, without the owner's prior written consent.

11. **HAZARDOUS/TOXIC WASTE.** Neither Party has, nor, to their knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the City Fields or School Facilities in violation of any law or regulation. The Parties agree that they will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within their properties in violation of any law or regulation. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

12. **SIGNS.** Neither Party may place any sign upon the other's property without the owner's prior written consent. The requesting Party will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

13. **ASSIGNMENT.** Neither party may assign this Agreement or any interest therein.

14. **INDEMNIFICATION.**

- A. Each Party holds the other harmless and free from any and all liability arising out of this Agreement, or its performance. Each Party is responsible for its own legal defense and costs arising from its own negligent or willful actions.
- B. The Parties expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

15. **INSURANCE.** Each Party will maintain its own insurance and insure against its own acts or omissions in a form and amount satisfactory to the other Party. Each party must also carry Workers' Compensation Insurance for its own employees in a form and amount meeting statutory requirements. During the term of this agreement, the parties may satisfy all insurance requirements through a program of insurance and/or self insurance.

16. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to COUNTY at: County of Los Angeles, Chief Executive Office,

Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 Attn; Director of Real Estate

or to CITY at:

City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
Attn: City Manager

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

17. ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that agreements ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

18. GOVERNING LAW. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

19. PARTIAL INVALIDITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

20. ENTIRE AGREEMENT. This instrument and its Attachments constitute the sole agreement between CITY and COUNTY respecting the Structure, the use of the Structure by COUNTY, and the specified term, and correctly sets forth the obligations of CITY and COUNTY. Any agreement or representations respecting the Structure or its licensing by CITY to COUNTY not expressly set forth in this instrument are void.

21. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

22. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

23. COUNTERPARTS. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY

COUNTY OF LOS ANGELES

Jeffrey L. Stewart,
City Manager

By: _____
Chair, Board of Supervisors

ATTEST:

Mayra Ochiqui,
City Clerk

ATTEST:

LORI GLASGLOW
Executive Officer – Clerk of the Board of
Supervisors

APPROVED AS TO FORM:

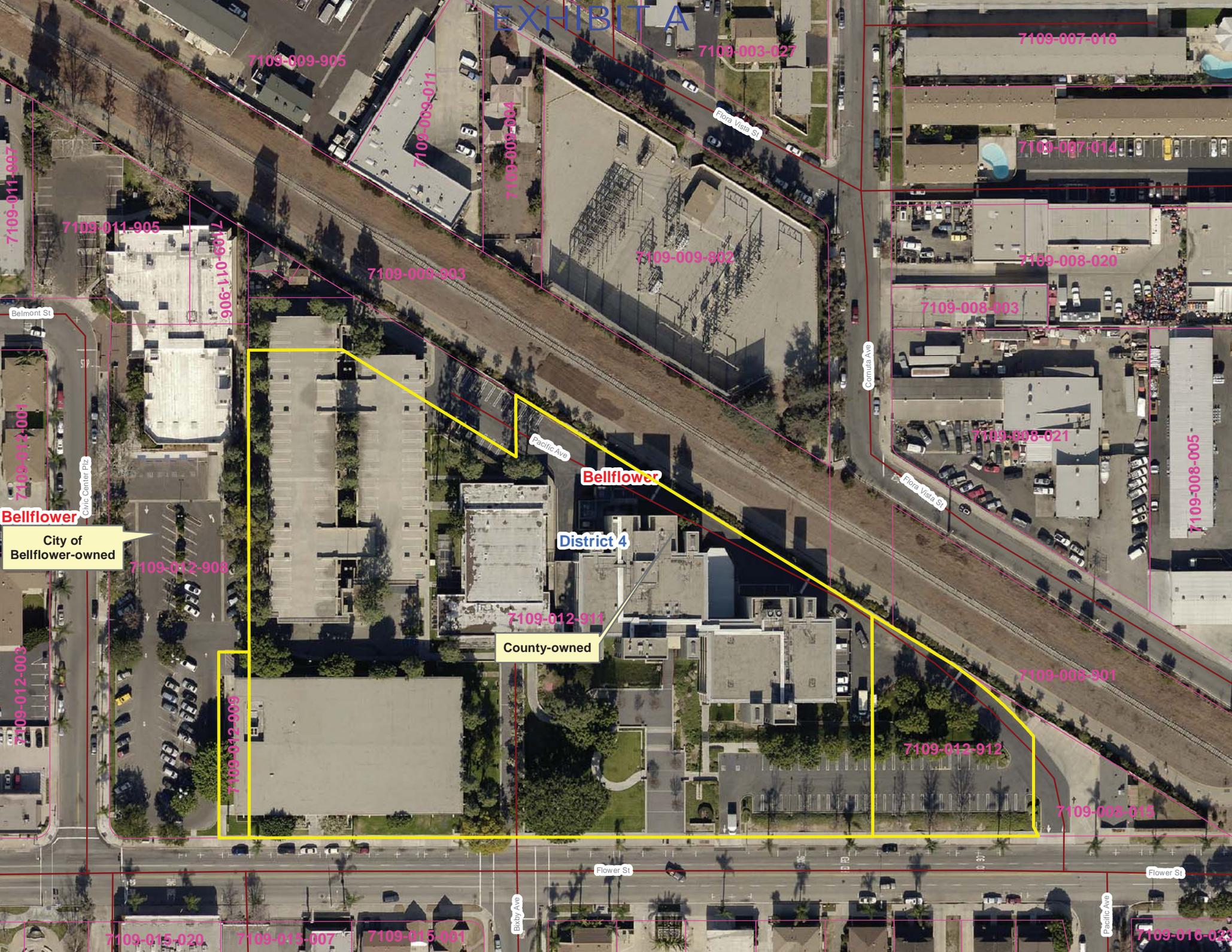
APPROVED AS TO FORM:

Karl H. Berger,
City Attorney

MARY C. WICKHAM
County Counsel

By: _____
Jill Jones, Senior Deputy County Counsel

EXHIBIT A



7109-011-007

7109-009-905

7109-003-027

7109-007-018

7109-009-011

7109-009-004

7109-007-014

7109-011-905

906-110-6617

7109-009-003

7109-009-002

7109-008-020

Belmont St

7109-012-001

Civic Center Plz

Bellflower

City of Bellflower-owned

7109-012-003

7109-012-908

Pacific Ave

Bellflower

District 4

7109-012-911

County-owned

Comuta Ave

7109-008-003

7109-008-021

7109-008-005

Flora Vista St

7109-008-901

7109-012-909

7109-012-912

7109-008-015

7109-015-020

7109-015-007

7109-015-001

Baby Ave

Flower St

Pacific Ave

7109-016-023