

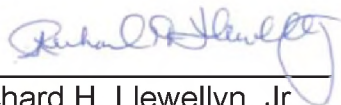
0220-05213-0002

TRANSMITTALTO
CouncilDATE
04-16-20COUNCIL FILE NO.
19-0987FROM
Municipal Facilities CommitteeCOUNCIL DISTRICT
11

At its Special Meeting on April 16, 2020, the Municipal Facilities Committee (MFC) approved the attached report and recommendations from the Office of the City Administrative Officer (CAO), dated April 15, 2020, and is hereby transmitted to Council for consideration. Approval of the MFC report recommendations would authorize the City to enter into a Memorandum of Understanding with the County of Los Angeles and to issue a joint Request for Proposals with the County of Los Angeles for the creation of a mixed-use development at the West Los Angeles Civic Center, located at 1645 Corinth Avenue in Council District 11.

Fiscal Impact Statement: There will be no additional impact to the General Fund from approval of the MFC recommendations.

Financial Policies Statement: The actions recommended in the MFC report comply with the City's Financial Policies.



Richard H. Llewellyn, Jr.
City Administrative Officer
Chair, Municipal Facilities Committee

RHL:YC:JVW:BLM:15200149

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

CAO File No.: 0220-05213-0001

Date: April 15, 2020

Council File No.: 19-0987

Council District: 11

To: Municipal Facilities Committee

From: Richard H. Llewellyn, Jr., City Administrative Officer



Subject: **REPORT AND REQUEST FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS ANGELES AND APPROVAL TO ISSUE A JOINT REQUEST FOR PROPOSALS WITH THE COUNTY OF LOS ANGELES FOR THE WEST LOS ANGELES CIVIC CENTER LOCATED AT 1645 CORINTH AVENUE IN COUNCIL DISTRICT 11**

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor:

1. Authorize the City Administrative Officer (CAO), or designee, to enter into a Memorandum of Understanding (Attached) with the County of Los Angeles to issue a joint Request for Proposals that includes City-owned property in, and adjacent to, the West Los Angeles Civic Center in Council District 11;
2. Authorize the CAO, or designee, to release a joint Request for Proposals with the County of Los Angeles to select a qualified development team to create a mixed-use development at the West Los Angeles Civic Center, which will include municipal space, commercial space, housing and retail;
3. Authorize the CAO to spend up to \$75,000 from the CAO Contractual Services Fund No. 100/10, Account No. 003040 for site studies and reports, Request for Proposals development and evaluation, design/architecture review, economic and financial analysis of the proposals, and project management, either jointly with the County of Los Angeles, or separately;
4. Instruct the CAO to work with the Office of the Chief Legislative Analyst, the Economic and Workforce Development Department, the Bureau of Engineering, the Department of City Planning, the Department of Recreation and Parks, the Los Angeles Police Department, the Office of the City Attorney, and other departments as needed to review the Request for Proposals responses;
5. Instruct the CAO or designee to report back to the Municipal Facilities Committee with a recommendation regarding the selection of a qualified development team and

recommended terms for an Exclusive Negotiating Agreement (ENA); and,

6. Authorize the CAO to make technical corrections to effectuate the Mayor and Council's intent.

SUMMARY

In August 2019, Motion (C.F. 19-0987, Bonin – Koretz) directed the City Administrative Officer (CAO) to initiate a review of the City-owned property at the West Los Angeles Civic Center to determine the suitability for redevelopment purposes. In December 2019, Councilmember Mike Bonin, District 11, requested that the CAO work with his office to develop a Joint Request for Proposals (RFP) with County of Los Angeles (County) that would include the former West Los Angeles Courthouse and adjacent parking, as well as the City-owned property at the West Los Angeles Civic Center. The anticipated benefits of a Joint RFP include: responses from additional, highly reputable development teams who will be drawn to the enhanced opportunity; coordinated community outreach and engagement; shared California Environmental Quality Act (CEQA) mitigation; and the coordination of construction phasing.

Approval of this report will authorize the City to enter into a Memorandum of Understanding (MOU) with the County and issue a Joint RFP with the County, as further described below. The County Board of Supervisors will review the request to authorize the MOU and the Joint RFP on April 28, 2020.

BACKGROUND

The West Los Angeles Civic Center ("West LA Civic Center") is a City-owned property that falls within the boundary of Santa Monica Boulevard, Corinth Avenue, Iowa Avenue and Purdue Avenue. The site currently contains the following uses:

- West Los Angeles Regional Branch Library at 11360 Santa Monica Boulevard
- Felicia Mahood Multipurpose Center at 11338 Santa Monica Boulevard
- West Los Angeles Municipal Building at 1645 Corinth Avenue
- Bandshell and open space
- Parking lot at 11347 W. Iowa Avenue

These areas, along with an adjacent parking lot at 1657 S. Purdue Avenue, are color coded green on the map on Page 3 (Figure 1). The West Los Angeles Branch Library is not contemplated to be redeveloped and will not be included in the RFP.

The Los Angeles Police Department (LAPD) facilities at 1663 S. Butler Avenue and 1658 S. Butler Avenue would only be included in the proposer's response if the proposer is willing to replace the existing facilities with new facilities built to LAPD standards at no cost to the City. These areas are color coded yellow on Figure 1.

The County will be including the former West Los Angeles Courthouse and two large parking lots in the RFP. These areas are color coded red on Figure 1. The remaining parcels adjacent to the Courthouse parking lots are a United States Post Office at 11420 Santa Monica Boulevard and the Village Studios, a renowned music recording studio, at 1616 S. Butler Avenue, color coded blue on Figure 1. They are not included in the RFP.

The County has negotiated a purchase price for the West LA Courthouse Site in the amount of \$35,780,000, which is based on a fair market value appraisal dated January 18, 2019. The County executed a lease with an option to purchase which expires on February 6, 2022.

The County intends to select a developer, establish a project description, and complete the studies and outreach required under the CEQA prior to the February 2022 deadline. The County assumes that a completed CEQA process will be required by the developer in order for the developer to commit the funds to purchase the site by the deadline.

Figure 1 – Aerial Map of West Los Angeles Civic Center Campus



CITY PROPERTY – RESTRICTIONS ON USE

City Charter Section 594

The Felicia Mahood Multipurpose Center (Center) is operated by the City of Los Angeles Department of Recreation and Parks (RAP) with programs focused on senior health and wellness, including fitness, nutrition, and social activities. The property occupied by the Center's structure is subject to Section 594 of the City Charter, which states that no site under the management and control of RAP shall be devoted or transferred to any other purpose other than a park purpose except in very rare circumstances, such as granting easements for utility service or the opening of new streets and other public ways.

A new Center built to RAP standards at no cost to the City must be included in the proposers' responses. The new Center can be built at the existing site, but, if the rebuilt Center is combined with other non-park uses, it must be rebuilt at another location within the West LA Campus. All actions related to the Center will require the approval of the Board of Recreation and Parks Commissioners in addition to the Mayor and City Council.

Proposition Q

The LAPD sites would only be included in proposer's response if replacement of the existing facilities with new facilities built to LAPD standards will be provided at no cost to the City. Following the authorization of Prop Q, the City issued bonds in 2002 to renovate the West LA Police Station and accompanying Maintenance Facility. Construction was completed in 2005. The subject bonds used to renovate the facilities mature in 2023 or 2024. Under the IRS regulations, the Station and Maintenance Facility are assumed to have a useful life of approximately 40 years, which will expire in 2045. Therefore, these sites can only be considered if the facilities are replaced.

Historic Structures

The County has commissioned a Historic Review Assessment of the West LA Civic Center Campus, including the West Los Angeles Courthouse, the West Los Angeles Municipal Building, and the bandshell. The preliminary results of the Assessment indicate that none of the buildings nor the pedestrian plaza were identified as individually eligible by SurveyLA, only as contributors to a proposed potential West Los Angeles Civic Center Historic District. The Assessment has been forwarded to the Department of City Planning's Office of Historic Resources for their review.

Sepulveda Transit Corridor Alternatives

The Los Angeles County Metropolitan Transportation Authority (Metro) will be designating route and station location alternatives for an Environmental Impact Report (EIR), scheduled to be authorized by Metro's Board at a meeting in fall 2020. A potential station at the West LA Civic Center may be studied as part of the EIR.

If the West LA Civic Center is identified as a station alternative, the most likely location would be under Iowa Avenue, and would require a substantial setback (more than 20 feet) for new construction along Iowa Avenue. This could reduce the amount of developable land by approximately 10,000 s.f.

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) between the City and County commits the City and the County to participate in a joint solicitation process to select a developer for the properties. The attached MOU, which has been reviewed and approved by both the City Attorney and County Counsel, would allow either party to terminate the MOU at any time with no penalty. It also does not bind the City to any specific disposition or development plan for the West LA Civic Center, and the City retains full ownership interest of its properties. The MOU will be terminated if there is no agreement on joint developer selection.

The County will administer the RFP with the City's participation. The City will review and approve the final RFP prior to release. Both the City and the County must agree on the developer selection. Final selection of the developer will be made after recommendations are provided to the Board of Supervisors, the Municipal Facilities Committee, Mayor and City Council, respectively, for consideration and approval. The City and the County will enter into separate ENAs and disposition agreements with the selected developer for their separately owned portions of the West LA Civic Center. The City and County will each be responsible for monitoring compliance based on their own policies.

Entitlements, CEQA and Environmental Remediation

The MOU between the City and County commits the City to coordinate the entitlement process with the County where possible and beneficial, including working together to meet the requirements of CEQA. The City, however, will grant land use entitlements and CEQA approval in accordance with its own laws, policies and procedures, irrespective of the County's actions.

While the entire site is located in the City of Los Angeles, the County plans to assert sovereign immunity over the portion that it will own. This will exempt the County's portion from most of the City of Los Angeles zoning code and planning requirements and instead apply County zoning. The City parcels are zoned PF – Public Facilities. Because they are within a TOC Tier 2 zone, the parcels may take on the zoning of the least restrictive adjoining zone, and may take advantage of state and local incentives for 100% affordable and permanent supportive housing that allow for additional height and density.

The MOU anticipates that the development of the West LA Civic Center will be analyzed as one project under CEQA. The County of Los Angeles will be the lead agency for the CEQA document, with the effort being led by the County's Department of Regional Planning (DRP). The selected Developer will be responsible for finalizing the Project Description and preparation of required environmental analysis pursuant to CEQA.

The City and County will coordinate their efforts to obtain the appropriate environmental clearances for their parcels. If environmental remediation is necessary, it will be the responsibility of the owner of the parcel, unless it is assumed by the selected developer or found to be the responsibility of a third party.

Third Party Consultants

The MOU notes that third party consultants will be hired as needed to assist with the evaluation of proposals and negotiation of documents, as well as in managing the CEQA process. All consultant contracts will be pre-approved by the City in writing and administered by the County. All consultant work product will be shared between the City and County. The City has no obligation to pay for third party costs incurred prior to the Effective Date of the MOU.

For planning purposes, an estimate of third-party costs is Attachment B to the attached MOU. This is an estimate only and does not require the City to reimburse any costs. The City's anticipated share of the third party consultant costs will be fifty percent (50%), or \$75,000, which will be funded out of a previously approved Contractual Services budget.

REQUEST FOR PROPOSALS (RFP)

The RFP will list the following requirements for the development of the West LA Civic Center:

- 1) Replace the Felicia Mahood Multipurpose Center with a new Center built to RAP standards at no cost to the City. There are two options for replacement:
 - a. Option A – Replacement of the Center in the same location.
 - b. Option B – Replacement of the Center in a new location on site, incorporated into a new structure with parking and compatible uses. If the Center is rebuilt at another location within the West LA Campus, the land that is currently occupied by the Center must remain in use for park purposes only.
- 2) Create 50 or more units of affordable housing for seniors over age 62 who earn up to 80% of Area Median Income.
- 3) West Los Angeles Municipal Building:
 - a. Renovate the existing Municipal Building, or
 - b. Build a new Municipal Building with 68,000 s.f. of usable office space to accommodate the municipal functions currently located at 1645 Corinth Avenue, 11600 Wilshire Boulevard, 1575 Westwood Boulevard, and 1828 Sawtelle Boulevard. The RFP instructs the respondents that development financing scenarios should assume no subsidy beyond the value of the property, except in the case of a new Municipal Building, where revenue from the sale of the Sawtelle property and lease savings from the leases at the Westwood and Wilshire properties may be assumed for the proforma, if the existing office space is replaced as part of the new project.
- 4) Retain the same amount of existing open space.

- 5) Housing on the City and County property must meet the affordability requirements of AB 1486.

The RFP will list the following goals for the development of the West LA Civic Center. Development teams may submit proposals that address none, some, or all of these goals. Proposals will be scored according to how well they meet these goals.

- 1) Provide additional new housing units where at least 20% of the units are affordable to households earning up to 120% of the Area Median Income. The project will be eligible to compete for affordable housing subsidy programs administered by the City, but there is no affordable housing subsidy committed through the RFP process.
- 2) Replace the existing LAPD maintenance facility with a new maintenance facility built to LAPD standards at no cost to the City in the existing location. This may be a stand-alone building or the facility may be contained within a parking structure.
- 3) Replace the existing LAPD station with a new station built to LAPD standards at no cost to the City, either at the existing location or in a new location within the West LA Civic Center or within the West Los Angeles Service Area. This must be a stand-alone building. If this option is selected, a new parking facility must also be provided. These facilities must be co-located with the existing maintenance facility or a new maintenance facility.
- 4) Maximum potential ground lease income to the City.

The Development Team will be selected based on their experience, financial capacity, vision for the property, proposed project design, community outreach and engagement strategy, and ability to meet both City and County standards. A selection panel including design and real estate professionals and public sector representatives will evaluate all qualified responses and conduct interviews.

Once a recommended development team is identified, the CAO will forward the recommendation, a proposed timeline, project description, and request to enter into an ENA will be submitted to the Municipal Facilities Committee for consideration before the recommendations are forwarded to the Mayor and City Council.

FISCAL IMPACT STATEMENT

There will be no additional impact to the General Fund from approval of these recommendations.

FINANCIAL POLICIES STATEMENT

The actions recommended in this report comply with the City's Financial Policies.

RHL:YC/JVW/BLM
Doc Id: 15200149

Attachment: Memorandum of Understanding - City and County Joint Request for Proposals

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES ACTING THROUGH THE
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

This Memorandum of Understanding ("**MOU**") is entered into as of _____, 2020 ("**Effective Date**") by and between the City of Los Angeles, a municipal corporation ("**City**"), by and through its Office of the Chief Administrative Officer ("**CAO**"), and the County of Los Angeles, a political subdivision of the State of California ("**County**"), acting through its Los Angeles County Development Authority. The County and City are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, on November 5, 2019, the County Board of Supervisors ("**Board**") authorized the execution of a Lease-to-Purchase agreement ("**Agreement**") with the Judicial Council of California ("**JCC**") for the purchase of the property located at 1633 Purdue Avenue, Los Angeles, California 90025 ("**County Property**"); and

WHEREAS, within the same action, the Board authorized the issuance of a Request For Proposals ("**RFP**") to redevelop the County Property and the allocation of up to \$800,000 in predevelopment funds from the County's Catalytic Development Fund to be used for third-party consultant costs and ongoing maintenance of the County Property; and

WHEREAS the Agreement requires a County payment of \$32,202,000 to the JCC for the purchase of the County Property (the "**Final Acquisition Payment**") by February 1, 2022; and

WHEREAS, the acquisition of the County Property from the JCC arises from the County's long-standing goal of eliminating blight and obstacles to land development; and

WHEREAS through pursuing and redeveloping the County Property, the County is addressing the above stated public policy goals by assembling and clearing and/or repurposing properties with substandard buildings and repositioning them into economically viable building sites that will encourage the development of affordable housing and social services, improve public safety, and bring positive economic development and commerce thereby improving the quality of life for residents of the surrounding community; and

WHEREAS, on August 28, 2019, the Mayor and City Council approved a motion directing the CAO to initiate a review of the City-owned property located at 1645 South Corinth Avenue, Los Angeles, California 90025, known as the West Los Angeles Civic Center ("**City Property**"); and

WHEREAS, in furtherance of these efforts and to support a more comprehensive development solution, the City is exploring opportunities to develop the City Property in conjunction with the County's development of the County Property, in a manner that aligns with the respective public policy goals of both Parties; and

WHEREAS, both Parties desire to participate in a coordinated and efficient effort to bring development to the City Property and to the County Property (collectively, the “**Properties**”), which will benefit residents of the surrounding community and provide potential affordable housing and economic and workforce development opportunities; and

WHEREAS, the Parties desire to enter into this MOU to define the terms of cooperation and to identify the respective roles and responsibilities of the Parties for the potential development and disposition of the Properties, including soliciting, selecting and negotiating with a third-party developer through a joint RFP process and potentially entering into agreements with the selected developer for the development and disposition of the Properties.

NOW THEREFORE, in consideration of the above Recitals and the mutual terms and conditions contained herein, City and County hereby agree as follows:

AGREEMENT

1. TERM OF THE AGREEMENT.

The term of this MOU shall commence on the date that this MOU is executed by both Parties and shall remain in full force and effect until the earlier of (a) entrance of an agreement or agreements for the disposition and development of the Properties, (b) termination pursuant to Section 11, and (c) the date that is two years after the Effective Date (“**Term**”).

2. GENERAL

- A. At all times during the Term, County shall retain its full leasehold or feehold interest in the County Property and City shall retain its full ownership interest in the City Property.
- B. As further set forth herein, City and County shall participate in a joint process to solicit and select a developer for the Properties.
- C. The Parties anticipate that the land use entitlements for the City Property will be obtained from City and for the County Property from County, in accordance with their respective laws, policies and procedures. However, City and County will coordinate, entitlement processes where possible and beneficial.-
- D. The acquisition, disposition and development of the Properties will be made in accordance with all legal requirements, including without limitation, City and County procurement and development requirements, the California Environmental Quality Act (“**CEQA**”) and local and State surplus property laws.
- E. This MOU is not intended to bind the Parties to the disposition and/or development of the Properties. Any agreements reached by the Parties as to such shall be set forth in a separate agreement or agreements after approval from each Party’s governing body in accordance with all legal requirements (including CEQA).

3. RESPONSIBILITIES

- A. Requests for Proposal (“**RFP**”) and Exclusive Negotiation Agreement (“**ENA**”)

- i. The Parties anticipate issuing a joint RFP for retention of one developer to develop both Properties. County, in consultation with the City, will handle all administrative tasks associated with drafting, issuing and processing a joint RFP for the Properties. The RFP will be issued in compliance with all relevant laws and City and County procurement policies and procedures, including, without limitation, any advertising requirements. The County will identify an individual as the single point of contact during the procurement process.
- ii. City may participate in the drafting of the RFP, and shall review and approve the final draft RFP before it is released. City will also approve the solicitation process and participate in the developer selection process. Both the County and the City must agree on the developer selection. If the Parties are unable to agree on a developer, then the Parties will terminate this MOU pursuant to Section 11. The City will identify an individual as the single point of contract during the procurement process.
- iii. County, in consultation with City, will hire third-party consultants, including design/architecture, outside legal counsel and economists, as needed to assist with the evaluation of proposals and negotiation of the project development documents, including ENAs, if used, and disposition and development agreements. In addition, the City may hire its own separate consultants to guide City's decisions and approvals. All work product of all consultants procured by either Party, which is related to the Properties, shall be shared by the Parties.
- iv. County and City will work cooperatively and in good faith to process the RFP including, without limitation, meeting all deadlines, and responding to proposers by providing information and documentation regarding their respective properties.
- v. Final County and City selection of the developer will be made after recommendations are provided to the Board and the Mayor and City Council, respectively, for consideration and approval.
- vi. The Parties anticipate that the development of the Properties will be analyzed as one project under CEQA. The Parties will coordinate their efforts to obtain the appropriate environmental clearance for their respective Property.

B. Property Disposition Agreements

If approved by their respective governing body as set forth above, each Party will enter into a separate disposition agreement with the selected developer for the development of each Party's respective Property, in the form of that Party's choosing, such as a ground lease, purchase and sale agreement, disposition and development agreement or other agreement granting ownership or occupancy.

C. Pre-Disposition Agreements

If approved by their respective governing body as set forth above, each Party may enter into a pre-disposition agreement such as joint development agreement (“JDA”), option, or similar agreement, regarding the disposition and development of each Party’s Property.

4. Other Obligations of the Parties

A. Except as may be assumed by the selected developer or be the responsibility of a third party, the Parties will each remain responsible for the cost for any environmental remediation needed on their respective properties.

B. The Parties will work together in identifying potential funding mechanisms that may be necessary to effectuate proposed developments including programmatic elements such as affordable housing or public improvements and community amenities associated with the proposed developments.

C. The County will be responsible for monitoring compliance with its policies, including without limitation, the County Local Hire Policy for the County Property. City will be responsible for monitoring compliance with its own policies.

5. COST SHARING

For third-party consultants providing services for fee amounts all of which have been pre-approved by City in writing, City shall reimburse County for fifty percent (50%) of the actual reasonable third party costs incurred by County for the proposed development of the Properties on terms and conditions mutually agreeable to both Parties, subject to any needed approval of the City Council or the Board. For planning purposes, an estimate of third-party costs expected to be incurred in connection with the development of the County Property and the City Property is attached as Attachment B; however, this is an estimate only and is not intended to require City to reimburse any costs, or to be a cap on City’s reimbursement obligation(s), as such must be preapproved by the City. Certain third-party costs may include support for project management, site studies and reports, RFP development and evaluation, design/architecture review, economic/financial analysis of proposals, and developer negotiations. City and County will work cooperatively together in reviewing and monitoring the third party costs as the work progresses.

Nothing contained herein is intended to, or shall be interpreted to require the City to reimburse the County or pay for any costs which have not been pre-approved, including without limitation any costs associated with outside legal counsel that have been incurred prior to the City’s formal final approval of the use of outside legal counsel. City will have no obligation to pay for third party costs incurred prior to the Effective Date.

Furthermore, notwithstanding anything to the contrary in this MOU, this shall survive the termination of this MOU.

6. AUDIT AND INSPECTION OF RECORDS

A. County shall make available to City, County’s records which provide supporting documentation for any amounts billed to City under this MOU, which records may include but are not limited to, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting

evidence relied upon to substantiate charges related to the proposed development of the City Property (all foregoing hereinafter referred to as "records").

- B. City or any of its duly authorized representatives, upon written notice, shall be afforded reasonable access to all of the records of the County related to the proposed development activities on the City Property. These records must be retained by County for three years following the final payment of County expenses under this MOU.

7. INDEMNIFICATION

Pursuant to the provisions of Sections 895.4 and 895.6 of the California Government Code and other applicable laws, each Party agrees to indemnify and hold the other Party, its officials, officers, agents, employees and representatives harmless from any and all claims, demands, damages, costs, expenses, and liability for damage, actual or alleged, to person or property arising out of or resulting from the indemnifying Party's negligence, wrongful act or omission in the performance of this MOU. In the event of third-party loss caused by negligence, wrongful act or omission of both Parties, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated. This Section 7 shall survive the expiration or termination of this MOU.

8. INCORPORATION OF ATTACHMENTS

The following Attachments are hereby incorporated into and made a part of this MOU wherever referred to as though set forth at length, except where certain portions of specific Attachments have been deleted or superseded by other sections of this MOU:

Attachment A:	Site Map
Attachment B:	Reimbursable Third Party Cost Estimate
Attachment C:	Schedule of Performance

9. AMENDMENT

This MOU may only be amended in writing upon mutual consent of both Parties. Any material amendment to this MOU shall require approval by the Board, the Mayor and City Council.

10. AUTHORIZED REPRESENTATIVES

The following individuals and their successors are designated by the County and City as the authorized representatives of the two Parties for implementation of this MOU, and all correspondence and notices relative hereto shall be considered delivered when received by these individuals at the following addresses:

For County:	Emilio Salas, Acting Executive Director Los Angeles County Development Authority 700 W. Main Street Alhambra, CA 91801
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With Copy to: Chief Executive Office
Real Estate Division
Address XXXXXX
Los Angeles, CA 90012
Attention: Director of Real Estate

For City: Richard H. Llewellyn, Jr., City Administrative Officer
City of Los Angeles
City Hall East, Room 1500
200 N. Main Street
Los Angeles, CA 90012

With Copy to: Yolanda Chavez, ACAO
City of Los Angeles
City Hall East, Room 1500
200 N. Main Street
Los Angeles, CA 90012

11. TERMINATION

Either Party may terminate this MOU, in whole or part, at any time by written notice to the other Party thirty (30) days in advance of the desired termination date. Unless stated otherwise in Section 3, the Party terminating this MOU shall be responsible for its share of the third-party costs and expenses resulting from such early termination, including developer claims.

12. COMMON INTEREST

A. The Parties share a mutuality of interest in the preparation and review of a joint RFP and an ENA for joint development of the Properties.

B. All disclosures of documents and information among the Parties are and will be made solely for purposes of furthering the interests of the Parties in the joint development of the Properties and shall be used only for that purpose. Except as otherwise required by law, upon the completion of negotiations with a proposed developer, and upon the City Council's and the Mayor's and the Board's respective approvals of the documents and terms and conditions related thereto, documents pertaining to consultant reports, feasibility studies and environmental reports will be subject to public disclosure, unless otherwise exempt from disclosure under the law.

C. The exchange of documents and information and any communications or discussions among the Parties and their respective counsels will not constitute a waiver of any privilege from disclosure, including the attorney-client privilege and the work product doctrines. Execution of this MOU constitutes the Parties' agreement that any consultations among their respective counsels, and any sharing or pooling of work product or other confidential documents are reasonably necessary for the accomplishment of the joint development.

D. Absent an order of a court of competent jurisdiction compelling disclosure, documents and information jointly prepared by or for the Parties or provided by one Party to the other Party, may not be disclosed to any other person without the consent of the Parties;

provided, however, any document or information prepared by or for one of the Parties may be disclosed by that Party in its reasonable discretion.

13. OTHER TERMS AND CONDITIONS

- A. This MOU constitutes the full and complete understanding between the Parties. This MOU may be modified only through written amendments hereto approved and executed in the same manner as this original MOU. Each and every attachment to this MOU is incorporated by reference and made part of this MOU.
- B. This MOU shall be governed by California law and applicable federal law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless doing so would deprive either Party of the material benefit of its bargain.
- C. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

[SIGNATURES FOLLOW IN NEXT PAGE]

By signature below, the Parties have entered into and agreed to and accepted the terms and conditions of this MOU:

County:

COUNTY OF LOS ANGELES

By: _____ Date: _____
Emilio Salas,
Acting Executive Director
Los Angeles County Development Authority

City:

CITY OF LOS ANGELES

By: _____ Date: _____
Richard H. Llewellyn, Jr., City Administrative Officer

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: _____
Principal Deputy

Attachment A

Site Map

(Attached)

ATTACHMENT A



West Los Angeles Civic Center

Attachment B

Reimbursable Third Party Cost Estimate

(Attached)

ATTACHMENT B

West LA Civic Center

Estimated Third Party Costs - Subject to Change

			Estimated #		
Assessment of Proposals	Firm	Per Proposal	Proposals	Total	
Historic Consultant	Sapphos Environmental	500	5	\$	2,500
Architect	Egan Simon	500	5	\$	2,500
Financial review (3 hours)	TBD	900	5	\$	6,000
Project Management/ CEQA and entitlement support	Trifiletti Consulting	1,380	5	\$	6,900
Subtotal, Assessment of Proposals				\$	17,900
Negotiations Support	Firm	Estimated Cost			
Financial Review	TBD	15,000			
Project Management support (5 hrs/month, 24 mos)	Trifiletti Consulting	36,000			
Appraisal	TBD	30,000			
Subtotal, Negotiations Support		81,000			
CEQA/Entitlement Support	Firm	Estimated Cost			
CEQA and entitlement coordination (5 hrs/month, 24 mos)	Trifiletti Consulting	35,500			
Historic Consultant	Sapphos Environmental	5,000			
Subtotal, CEQA/Entitlement Support		40,500			
Total		\$	139,400		
Contingency - 7.5%		\$	10,600		
TOTAL			150,000		

Attachment C

Schedule of Performance

(Attached)

ATTACHMENT C

West LA Civic Center and Courthouse Procurement Timeline for Procurement and Negotiations

Action	Date
Execute MOU	4-May-2020
Issue RFP	7-May-2020
Proposals Due	11-Aug-2020
Select Developer	24-Sep-2020
Finalize ENA	Oct 2020
Recommend Developer to County BOS and City Council	Nov 2020
Execute ENAs	Nov 2020
CEQA/Entitlements and Ground Lease Negotiations	Start Dec 2020