

# AGENDA

## BOARD OF LIBRARY COMMISSIONERS CITY OF LOS ANGELES

**\*\*\* SPECIAL MEETING\*\*\*  
THURSDAY, NOVEMBER 20, 2014**

**CENTRAL LIBRARY  
BOARD ROOM, 4th FLOOR  
630 W. 5TH STREET  
LOS ANGELES, CA 90071**

**11:05 A.M.  
(OR AS SOON THEREAFTER)**

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**AGENDA:** In compliance with Government Code Section 54957.5, you may view the agenda and all available documents related to the items at the Central Library's Information Desk or via the Internet at: [http://www.lapl.org/about/blc\\_docs.html](http://www.lapl.org/about/blc_docs.html).

**RULES OF DECORUM:** Persons addressing the Commission shall not make impertinent, slanderous or profane remarks to the Commission, any member of the Commission, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person who has been ordered removed from a meeting may be charged with a violation of Penal Code Section 403, or other appropriate Penal Code or Los Angeles Municipal Code sections.

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1. ROLL CALL
2. CITY LIBRARIAN'S REPORTS

### BOARD DISCUSSION

CONSIDERATION OF PARKING AGREEMENT BETWEEN THE CITY (EXHIBIT "A")  
OF LOS ANGELES AND THE 222 MAIN STREET INVESTORS, LP  
FOR THE LITTLE TOKYO BRANCH LIBRARY PARKING

3. ADJOURNMENT

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**FINALIZATION OF BOARD ACTIONS - CHARTER SECTION 245:** In accordance with Charter Section 245, actions of the Board of Library Commissioners shall become final at the expiration of the next five (5) meeting days of the City Council during which the Council has convened in regular session.

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**PARKING:** Reduced parking rate validation can be obtained by showing your library card at the Information Desk, and is only valid for parking on the Westlawn Garage at 524 S. Flower Street. The Westlawn Garage is not owned or operated by the Library Department. Additional information is available at [www.lapl.org](http://www.lapl.org).

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**Title II of the American with Disabilities Act:** The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For additional information, please contact the Board Office at (213) 228-7530.

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POST 11/19/2014

FOR INFORMATION CONTACT: LIBRARY COMMISSION OFFICE (213) 228-7530

LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT

EXHIBIT A

November 20, 2014

TO: Board of Library Commissioners  
FROM: John F. Szabo, City Librarian *J.F.S.*  
SUBJECT: **PARKING FOR LITTLE TOKYO BRANCH LIBRARY**

**RECOMMENDATIONS:**

THAT the Board of Library Commissioners consider the following resolutions:

RESOLVED, That the Board of Library Commissioners approve the attached Agreement (Exhibit A) between the City of Los Angeles and 222 MAIN STREET INVESTORS LP, a Delaware limited partnership ("222 Main") for the provision of parking for the Little Tokyo Branch Library during and after construction on the property immediately adjacent to the library; and

FURTHER RESOLVED, That the City Attorney and City Librarian be authorized to make technical changes to the Agreement prior to execution.

**FINDINGS:**

1. The Little Tokyo Branch Library, a 12,500-square-foot facility, is located at 203 S. Los Angeles Street, adjacent to St. Vibiana's. The library was constructed under the provisions of the 1998 Library Bond Issuance and opened to the public on September 8, 2005.
2. Library Construction and Parking Background.
  - a. The site that the library is built on was owned by Old Cathedral, LLC, which purchased the site to convert St. Vibiana's into a performing arts space. On September 6, 2001, the Board of Library Commissioners approved a Memorandum of Understanding (MOU), Exhibit B, between the library and the Gilmore Associates (developer and agent for Old Cathedral, LLC) regarding the library's purchase of a portion of the land for the construction of the Little Tokyo Branch Library within the St. Vibiana Cathedral Project.
  - b. Paragraph 12 of the MOU included provisions for continued parking for the library in anticipation of development on the remaining land, as follows:  
*"...The Developer will provide 25 parking spaces for the Library at Vibiana Place or adjacent properties for the length of time the parking structure is in construction if said structure is not completed at the time the Library building is completed. The cost of such temporary parking shall be borne by the Developer."*

- c. Paragraph 11 of the MOU also states that *"The Library understands that the Developer will enter into an agreement with the City of Los Angeles to construct a parking structure on the property of Vibiana Place or adjacent property with a capacity of approximately 1,250 spaces for cars. The Library further understands that this structure will include 40 spaces for library use."*
  - d. Under the provisions of this MOU, the library is currently being provided the required 25 parking spaces for staff and patrons of the library at the surface parking lot located immediately south of the library. This adjacent parcel of land was recently acquired by a new developer, "222 Main." Soon, 222 Main will begin construction of a mixed-use, 8-story project on the parking lot. This development has been scaled back from a previously anticipated 41-story project.
3. Parking Provisions During and After Construction
- a. During construction of the proposed project, 222 Main will provide, at its expense, a minimum of 25 parking spaces for library staff and patrons at the property located immediately south of the existing parking lot, called the ROE Property.
  - b. During the negotiation of this agreement and due to the scaled-back size of the development (8 stories vs. 41 stories), the library agreed to a total of 38 spaces to be provided to the library post-construction. In addition, all 38 spaces cannot be accommodated inside the proposed parking structure. Thus, 12 spaces will be located inside the structure and 26 parking spaces will be located off-site at an adjacent parking lot.
  - c. Upon completion of construction, 222 Main shall provide 2 accessible parking spaces in the structure for library use. In addition, a minimum of 10 parking spaces will also be reserved for library use in the new parking structure.
  - d. At its cost, 222 Main shall provide 26 additional parking spaces with sufficient validations for these spaces during the library's hours of operation, including a grace period of 30 minutes before and 30 minutes after library hours, at a parking facility chosen by the library at its sole discretion (the "Preferred Outside Parking Facility"). The term of this agreement is in perpetuity regardless of the owner.
  - e. The agreement has been reviewed by City Attorney staff.

Prepared by: Kyle Millager, Business Manager  
Reviewed by: Kris Morita, Assistant General Manager

Attachments

PARKING AGREEMENT

(Little Tokyo Branch Library)

This Parking Agreement ("Agreement"), dated as of \_\_\_\_\_, 2014, is entered into by and among the CITY OF LOS ANGELES, a municipal corporation, acting by and through the Library Department (the "City") and 222 MAIN STREET INVESTORS LP, a Delaware limited partnership ("222 Main"). The City and 222 Main are sometimes individually defined herein as a "Party" and collectively as the "Parties". This Agreement is entered into with reference to the following facts and circumstances:

RECITALS

A. The City of Los Angeles Public Library (the "Library Department") currently operates the Little Tokyo Branch Library (the "Library") located at 203 S. Los Angeles Street, Los Angeles, as more particularly described in Exhibit "A" attached hereto (the "Library Property").

B. The parking for the Library is currently provided on an adjacent parcel of land recently acquired by 222 Main and located at 222, 226, 230, 232 and 234 S. Main Street and 221, 223, 225 and 227 S. Los Angeles Street, Los Angeles, as more particularly described in Exhibit "B" attached hereto (the "222 Property"). 222 Main will shortly commence construction of a mixed-use project (the "222 Project") on the 222 Property that will include a ground level/subterranean parking structure (the "222 Parking Structure").

C. The City and the prior owner of the 222 Property entered into a Memorandum of Understanding in 2001 (the "MOU") whereby they agreed that parking for the Library would be provided on the 222 Property as part of the prior owner's then-contemplated project.

E. The City and 222 Main desire to enter into a different arrangement than that described by the MOU and hereby set forth their respective rights and responsibilities with respect to the location of, and payment for, the offsite parking spaces for the Library following the commencement of construction of the 222 Project.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Temporary Parking on City Property. 222 Main has entered into a Right of Entry Permit (the "Right of Entry") dated \_\_\_\_\_, 2014, pursuant to which 222 Main has acquired the right to use the property located south of, and adjacent to, the 222 Property, which land includes Assessor Parcel Nos. 5161-026-904, 905, 906 and 910 (the "ROE Property") for parking and construction staging and management. In accordance

with the Right of Entry, 222 Main shall provide, at its sole expense, twenty-six (26) parking spaces at the ROE Property for the Library during the period commencing on the date parking spaces are no longer available for the Library on the 222 Property and ending on the date a temporary certificate of occupancy is issued for the 222 Project (the "222 TCO Date").

1.1 Alternative Temporary Parking. Should the Right of Entry be terminated or the ROE Property become otherwise unavailable prior to the 222 TCO Date, then parking shall be provided as set forth in Section 3 below.

2. Permanent Parking in 222 Parking Structure. Commencing on the 222 TCO Date, 222 Main shall provide the following permanent parking spaces in the 222 Parking Structure, free of charge, for the benefit of the Library, as follows:

2.1 Disabled Parking Spaces. 222 Main shall provide two (2) disabled parking spaces in the 222 Parking Structure for the use of Library employees and patrons.

2.2 Standard Spaces. 222 Main shall provide (a) ten (10) key cards or similar parking passes to allow Library employees to access the 222 Reserved Spaces (as defined below) and the other parking spaces on the ground level of the 222 Parking Structure Monday through Saturday, two (2) hours prior and two (2) hours after the opening and closing times of the Library, as determined from time to time by the Library (the "Library Hours"), but with access for two (2) Library employees to be extended through to midnight regardless, and (b) seven (7) reserved parking spaces on the ground level of the 222 Parking Structure (the "222 Reserved Spaces") for the exclusive use of Library employees during the Library Hours..

3. Additional Permanent Parking. Commencing on the 222 TCO Date, 222 Main shall make arrangements for twenty-six (26) parking spaces (the "Additional Offsite Parking Spaces") to be used by Library at any given time during the Library's hours of operation at a parking facility chosen by the Library at their sole discretion (the "Preferred Offsite Parking Facility"). 222 Main shall purchase validations on a monthly basis for twenty-six (26) parking spaces for daily use by Library patrons in the Preferred Offsite Parking Facility at any given time during the Library's hours of operation, including a grace period of 30 minutes before and 30 minutes after Library Hours,

4. Early Termination. City may terminate this Agreement for any reason upon thirty (30) days written notice to 222 Main.

5. Excusable Delays. In the event that performance on the part of any Party is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include,

but are not limited to, the following: acts of God or of the public enemy; insurrection; acts of the federal government or any unit of State or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the Party's willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control.

6. Amendment. This Agreement shall not be modified or amended except by an instrument in writing duly executed by all of the Parties.

7. Enforcement. This Agreement may be enforced by any of the Parties. Enforcement of this Agreement may be by any proceeding in law or in equity against any person or persons or entity or entities violating or attempting to violate any of the provisions of this Agreement, and may seek to enjoin or prevent them from doing so, to cause any violation to be remedied and/or recover damages for any violation. The rights, powers, privileges and remedies of the Parties provided herein are cumulative and not exclusive of any right, power, privilege or remedy provided by law or in equity.

8. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally delivered by courier or overnight delivery service or mailed, certified or registered mail, return receipt requested, to the Parties at the following addresses:

If to City:

City of Los Angeles  
200 N. Spring Street, Room \_\_\_\_\_  
Los Angeles, California 90012  
Attn: \_\_\_\_\_  
Fax No.: (213) \_\_\_\_\_

with a copy to:

Los Angeles Public Library  
630 W. 5th Street, 4<sup>th</sup> Floor  
Los Angeles, California 90071  
Attn: Business Manager  
Fax No.: (213) 228-7465

If to 222 Main:

222 Main Investors LP  
c/o Holland Partner Group  
1111 Main Street, Suite 700  
Vancouver, Washington 98660  
Attn: Mr. Thomas D. Warren  
Fax No.: (360) 696-9776

with a copy to:

Sheppard, Mullin, Richter & Hampton LLP  
333 S. Hope Street, 43rd Floor  
Los Angeles, California 90071  
Attn: Jack H. Rubens, Esq.  
Fax No.: (213) 620-1398

Personally and courier delivered notices shall be deemed given upon actual personal delivery to designated address of the intended recipient. Mailed notices shall be deemed given upon the date of actual receipt as evidenced by the return receipt. Notices may also be sent by facsimile, which shall be deemed delivered on actual receipt (except if a facsimile is sent on a non-business day or after 5:00 p.m. on a business day, in which case the facsimile shall be deemed delivered on the next business day), and written confirmation generated by the sender's equipment shall be prima facie evidence of delivery. Any address for notice may be changed from time to time by written notice to the other Parties.

9. Waivers. No provision herein may be waived unless in writing and signed by the Party or Parties whose rights are thereby waived. No waiver by a Party of any one provision in this Agreement shall be deemed a waiver of any other provision herein at the same or any other time. Any delay in providing any Party with any notice of a breach or default of this Agreement shall not constitute a waiver of any such breach or default.

10. Severability. The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provision or part of this Agreement shall at any time be held invalid, illegal or unenforceable, that provision or part thereof shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable; provided, however, that the foregoing shall not apply if the invalid, illegal or unenforceable provision provided a material portion of the consideration to a Party with respect to its entry into this Agreement.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.
12. Execution in Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be one and the same document.
13. Recitals in Caption. The recitals in the captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only; the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
14. No Presumption re Drafter. The Parties acknowledge and agree that the provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflect their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
15. No Partnership or Other Special Relationship. Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with one another.
16. Exhibits. All Exhibits attached hereto are incorporated herein by this reference and made a part of this Agreement.
17. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, except for its choice of law provisions. Jurisdiction and venue is proper only in a state or federal court located in Los Angeles County, California.
18. Current Los Angeles City Business Tax Registration Certificate Required. If applicable, 222 Main represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Agreement, 222 Main shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.
19. Non-Discrimination In Employment. 222 Main agrees and obligates itself in the performance of this Agreement not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion,

national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

20. Slavery Disclosure Ordinance. This Agreement is subject to the applicable provisions of the Slavery Disclosure Ordinance. ("SDO") (Section 10.41, et seq, of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provision of this Ordinance, 222 Main certifies that it has complied with the applicable provisions of the Ordinance.

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

CITY OF LOS ANGELES,  
a municipal corporation acting by  
and through its Board of Library  
Commissioners

222 MAIN STREET INVESTORS LP  
a Delaware Limited Partnership

By: HPG 222 Main Street GP, LP  
a Delaware Limited Partnership  
its General Partner

By: Holland Partner Group  
Management, Inc.  
A Delaware Corporation,  
its General Partner

By \_\_\_\_\_  
JOSEFA SALINAS  
President

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Executive Assistant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION OF LIBRARY PROPERTY

All that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described as follows:

EXHIBIT "B"

LEGAL DESCRIPTION OF 222 PROPERTY

All that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described as follows:

## MEMORANDUM OF UNDERSTANDING

CONTRACT NO. 707

## Little Tokyo Branch Library

This Memorandum of Understanding (the "MOU") is entered into by and between the City of Los Angeles Library Department (the "Library") and Gilmore Associates (the "Developer") regarding the development of a site (the "Property") for the Little Tokyo Branch Library at the former Archdiocese headquarters property ("Vibiana Place") (collectively "the Parties").

A. Responsibilities and Rights of the Parties.

1. Developer shall provide a Development Master Plan for Vibiana Place that includes a site plan for the Little Tokyo Branch Library.
2. Developer shall provide a property description of the branch library site including its size and location. Developer shall provide a survey of the property. If a lot line adjustment is required, the adjustment is to be made by the City and recorded concurrently with the close of escrow. The Library property is approximately 20,000 square feet. The 20,000 square feet does not include parking required for the library and does not include the design and construction of any common areas for the Development.
3. Developer will be responsible for all planning, design and construction work relevant to common areas and other areas adjoining the library. The Developer shall cooperate with the Library's architect in the design of such adjoining areas.
4. Developer agrees to include the Property in an overall Phase I Environmental Site Assessment for Vibiana Place. The Phase I Environmental Site assessment will be completed before the close of Escrow. Should a Phase II environmental clearance be required for the Property, Developer and Library shall work together to develop a mitigation plan, and Developer shall be responsible for implementing the mitigation measures on a schedule that ensures that the library building permit will not be delayed. The scope of Phase II work shall be approved by the Library before the commencement of the work. Library agrees to reimburse Developer for costs associated with Phase II work that pertains to the Property. Library shall have no financial responsibility for Phase I or Phase II work at Vibiana Place that does not pertain to the Property.
5. The purchase price of the 20,000 square feet is \$2 million. The City will own all air and underground rights. However, Developer shall have the right of first refusal to purchase the property's air rights should the Library, at a future date, consider the sale of such air rights.
6. Escrow shall close by October 15, 2001.
7. The Property shall not share utilities with any other project elements at Vibiana Place. There shall be no easement through the footprint of the library building. Easement will be permitted outside the library building on library property and common areas.
8. The Library will design and build a 12,500 square foot library facility on its property. The Library will select its architect. The Library will coordinate the library design with the Developer in such a way that it is compatible with the Master Plan for Vibiana Place. The Developer may review and provide comments on the library design.

9. The Library in conjunction with the Los Angeles Department of Public Works will manage the construction of the Little Tokyo Branch Library. The Department of Public Works shall have the right to proceed with such construction independently of other project elements at Vibiana Place. However, the Department of Public Works shall coordinate its construction schedule with the Developer to facilitate and expedite, to the extent possible, the overall development of Vibiana Place.
10. The Developer shall demolish any structures solely or partially on library property before the start of construction. The Library will reimburse the Developer for the demolition of structures on the library property. If the structures are only partially on the Library property, the Library will reimburse the Developer the pro rated amount for the portion of the structure on Library property.
11. The Library understands that the Developer will enter into an agreement with the City of Los Angeles to construct a parking structure on the property of Vibiana Place or adjacent property with a capacity of approximately 1,250 spaces for cars. The Library further understands that this structure will include 40 spaces for library use. A separate agreement between the Library and the City will become part of this agreement.
12. In order to construct the 12,500 square foot library branch building on its 20,000 square foot property, the Library anticipates that approximately 5,000 square feet of additional space will be needed during construction for use as temporary storage for materials and equipment, operations and staging areas (the "Staging Area"). The portion of the Property adjacent to the footprint (the "Adjacent Area") will provide at least 5,000 square feet of space, which the Library will be permitted to use as the Staging Area (and Developer will grant such temporary easements and rights of way over the Developer's property as may be necessary for the use of the Staging Area). However, the parties recognize that the configuration of the Adjacent Area might not be suitable for an efficient and effective Staging Area. If such is the case, the Library will use whatever portion of the Adjacent Area that is useable for part of the Staging Area, and the Developer will lease land across Los Angeles Street from the Library's construction area (or such other land as is reasonably convenient for the purpose and which the parties agree upon) to be used as the balance of the Staging Area. The Developer will provide 25 parking spaces for the Library at Vibiana Place or adjacent properties for the length of time the parking structure is in construction if said structure is not completed at the time the Library building is completed. The cost of such temporary parking shall be borne by the Developer.
13. A Memorandum of Understanding was approved by Los Angeles City Council for the City of Los Angeles to construct a 1,300 space parking facility (the "Parking Facility") on the Vibiana Place site. The Library will use Bond funds for forty (40) parking spaces in the Parking Facility for permanent branch library parking. If the City does not construct the Parking Facility on the site, the Developer will construct the Parking Facility and will incorporate forty (40) parking spaces for the use of the branch library, in which event the Library will reimburse the Developer for its proportional share of the costs of constructing the Parking Facility.
14. The Library will begin design as soon as the Agreement is executed.

B. Execution of Definitive Agreements.

1. Subsequent to the execution of this MOU, the Library and Developer shall execute purchase and sale documents and all other documents required to implement the transaction ("Definitive Agreements").

IN WITNESS THEREOF, the Parties have caused this MOU to be duly executed by the respective authorized officers as of the Effective Date.

"Developer"

GILMORE ASSOCIATES, as agent for Old Cathedral, LLC

By: Robert A. [Signature]

Title Authorized Signatory

Date Aug. 27, 2001

"Library"

Executed for  
Library Department

Board of Library Commissioners

[Signature]

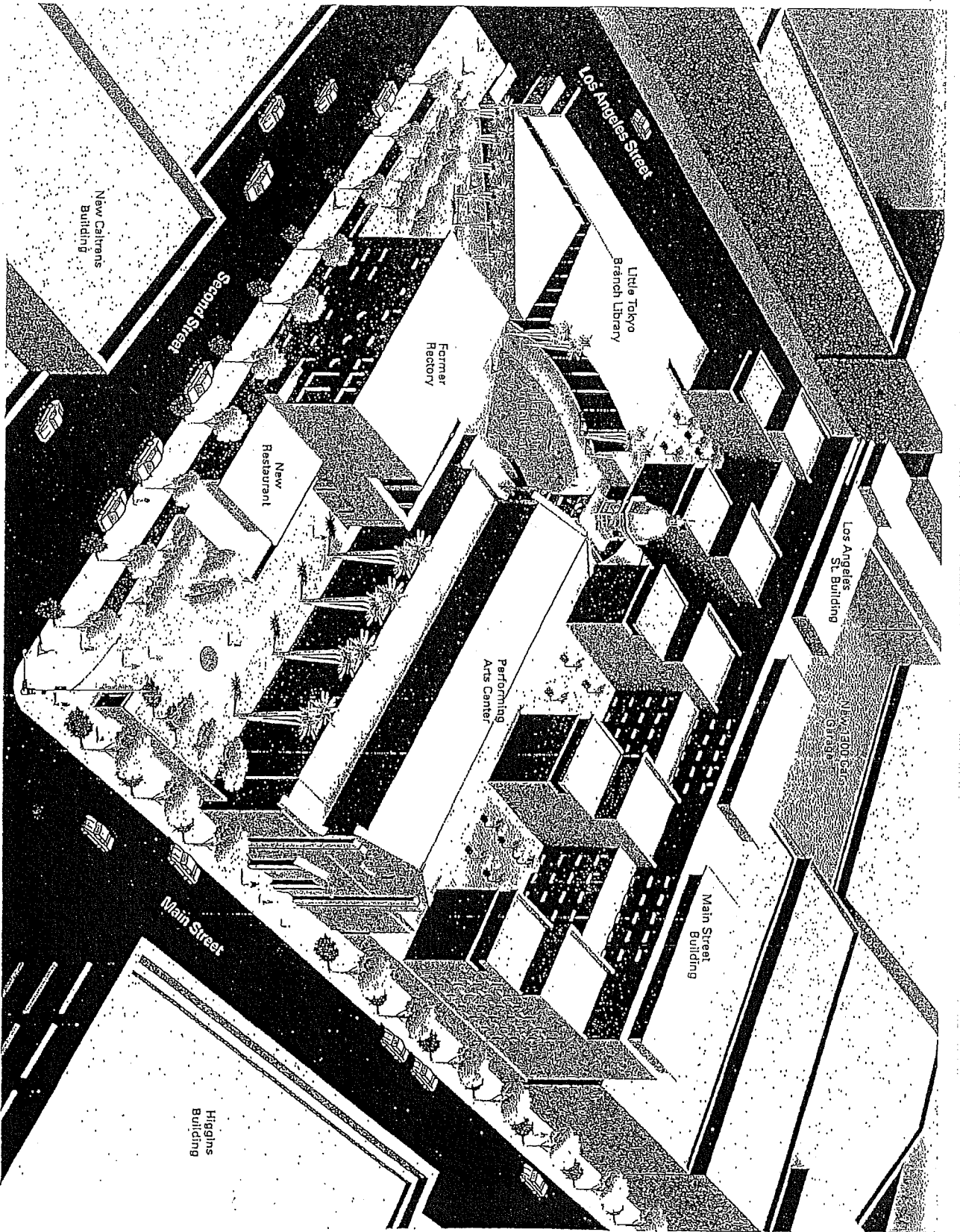
David Lehrer, President

Approved as to form and legality

By: [Signature]

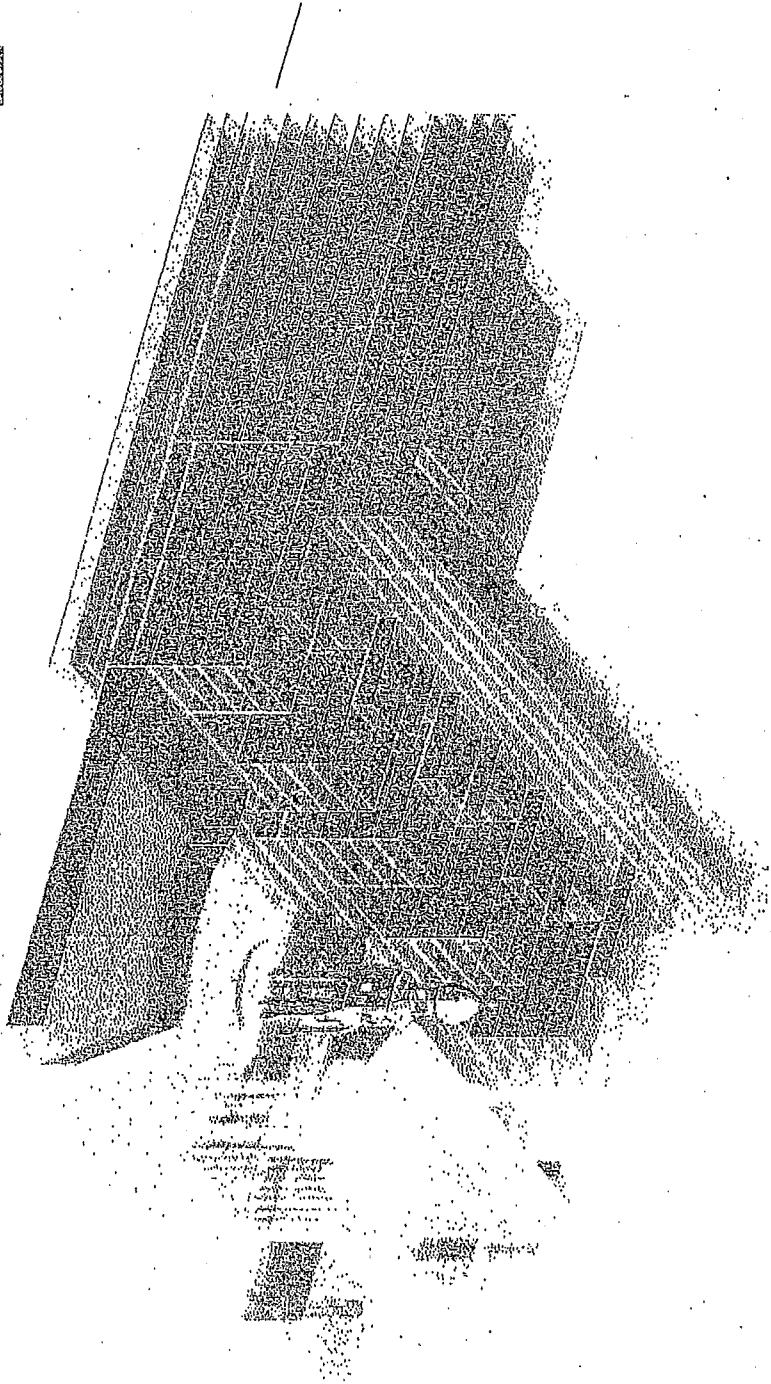
Assistant City Attorney





For: Library Department



# Vibiana Place

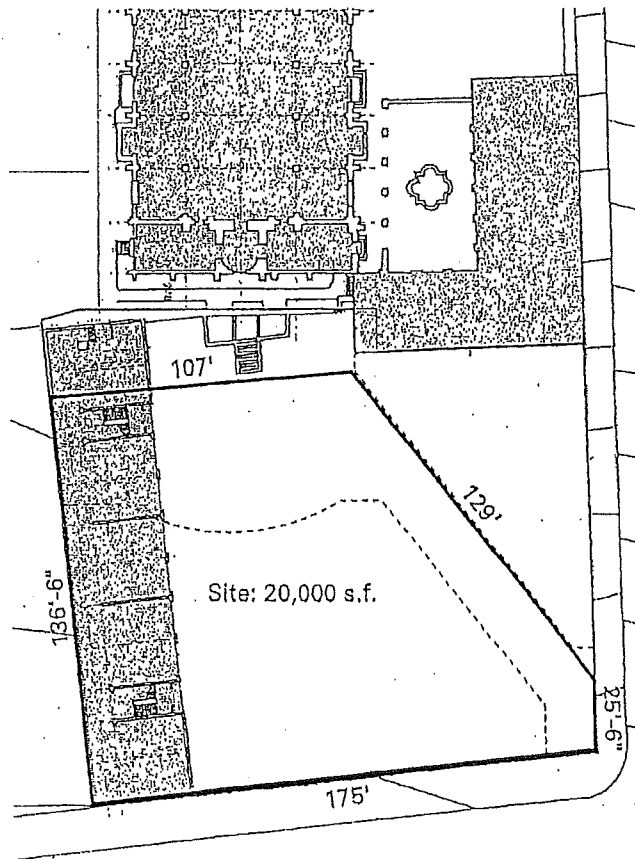
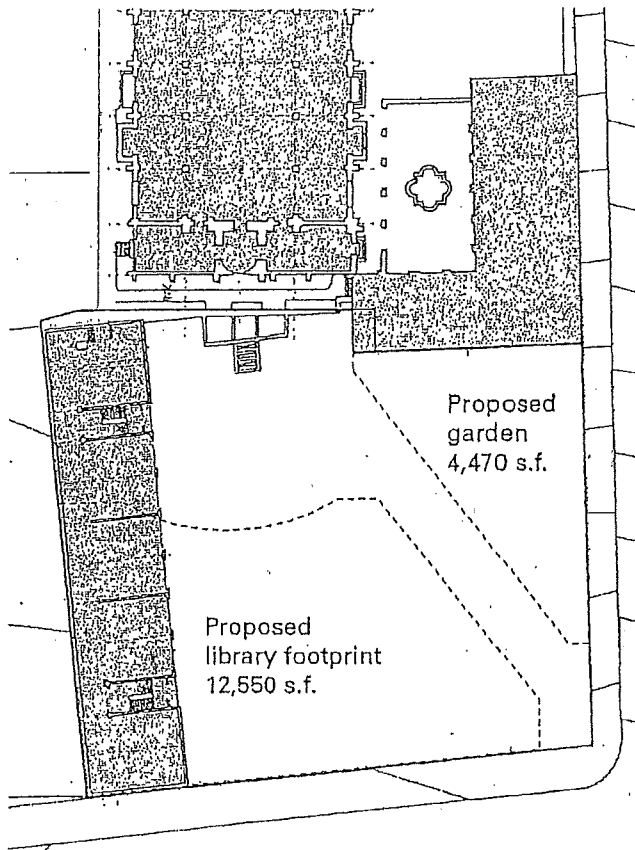
Drawing by Suisman Urban Design 6/15/01



-  LIBRARY 12,500 sf
-  PARKING 1,300 stalls
-  HOUSING 300 units
-  RESTAURANT/RETAIL

# Vibiana Place

Housing Complex  
Massing Diagram  
Drawing by SUSMAN URBAN DESIGN



Site dimensions rounded up or down to the nearest 1/2 foot