

0150-11870-0009

TRANSMITTAL

TO Council	DATE 07-22-21	COUNCIL FILE NO.
FROM Municipal Facilities Committee		COUNCIL DISTRICT Various

At its meeting held on June 24, 2021, the Municipal Facilities Committee (MFC) approved the recommendation of the attached General Services Department (GSD) report, which is hereby transmitted for Council consideration. Adoption of the report recommendation would authorize GSD to negotiate and execute a new custodial agreement by entering into a Memorandum of Understanding (MOU), to pay for the City's pro rata share of custodial services at nine courthouses, with the Superior Court of California, County of Los Angeles, with a retroactive start date of July 1, 2020.

There is no additional General Fund impact for the prior nor current year as the costs are budgeted within the citywide leasing account.



Matthew W. Szabo,
City Administrative Officer

MWS:DFB: 05220017

CITY OF LOS ANGELES

CALIFORNIA

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT



ERIC GARCETTI
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX No. (213) 928-9515

June 24, 2021

Honorable City Council
City of Los Angeles
C/o City Clerk
Room 305, City Hall
Los Angeles, CA. 90012

Attention: Armando Bencomo, Legislative Assistant

REQUEST AUTHORITY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES FOR CUSTODIAL SERVICES AT NINE COURTHOUSES

The Department of General Services (GSD) requests authority to negotiate and execute a custodial agreement by entering into a Memorandum of Understanding ("MOU"), to pay for the City's pro rata share of custodial services at nine courthouses, with Superior Court of California, County of Los Angeles ("County"). City of Los Angeles personnel from the City Attorney's office and/or Los Angeles Police Department (LAPD) utilize space within these nine courthouses located at Airport, Sylmar, San Fernando, Chatsworth, Eastlake, Hollywood, Metropolitan, Clara Foltz and Van Nuys in order to conduct official City, court-related business.

BACKGROUND

The City of Los Angeles has used courthouse spaces at each respective location for many years without being charged for custodial services by the Judicial Council of California ("State"). With nine new license agreements being renewed, the State is requiring the City of Los Angeles to pay its share of the custodial costs directly to the County which provides daily custodial services at all sites. The request is to enter into a MOU agreement with the County that will charge for the City's pro rata share for custodial costs at each courthouse. This agreement will coincide with the execution of nine new license agreements being executed with the State for these nine courthouses at Sylmar, San Fernando, Chatsworth, Eastlake, Airport, Hollywood, Metropolitan, Clara Foltz and Van Nuys.

GSD will request authority to negotiate and execute license agreements with the State in separate reports. The estimated custodial costs for each courthouse location are referenced in each of those reports.



TERMS AND CONDITIONS

The City will enter into a MOU agreement with the County to pay its pro rata share of custodial costs based on square footage for each courthouse. Custodial costs will be capped at 25% of the license costs at each courthouse. This is collectively \$15,437.76 monthly or \$185,253.12 annually for the nine courthouses, effective retroactively to July 1, 2020.

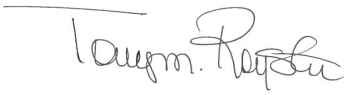
FISCAL IMPACT

The General Fund Leasing Account was not fully funded in the current year in anticipation of this MOU and other leasing costs associated with the execution of the proposed licenses. Custodial costs for each of the nine courthouses were included in the Fiscal Impact sections of each report requesting authority to negotiate and execute new license agreements for that courthouse. Estimated new costs total \$185,253.12 annually as detailed in the table below.

FY 20-21 Funding- All Courthouse Janitorial License Costs					
	Monthly Proposed Costs	One-Time Costs	2020-21 Estimated Expense	2020-21 Available Funding	2020-21 Estimated Balance
Sylmar	\$85.50		\$1,026.00		(\$1,026.00)
San Fernando	\$1,316.88		\$15,802.56		(\$15,802.56)
Chatsworth	\$140.00		\$1,680.00		(\$1,680.00)
Eastlake	\$554.40		\$6,652.80		(\$6,652.80)
Airport	\$6,537.56		\$78,450.72		(\$78,450.72)
Hollywood	\$115.56		\$1,386.72		(\$1,386.72)
Metropolitan	\$4,922.78		\$59,073.36		(\$59,073.36)
Clara Foltz	\$939.68		\$11,276.16		(\$11,276.16)
Van Nuys	\$941.59		\$11,299.08		(\$11,299.08)
TOTAL	\$15,553.95	\$0	\$186,647.40	\$	(\$186,647.40)

RECOMMENDATION

That the Los Angeles City Council, subject to the approval of the Mayor, authorize GSD to negotiate and execute a MOU agreement with the Los Angeles Superior Courts to pay for pro rata share of custodial costs at Sylmar, San Fernando, Chatsworth, Eastlake, Airport, Hollywood, Metropolitan, Clara Foltz and Van Nuys' Courthouses to coincide with license agreements at those locations for LAPD and City Attorney use under the terms and conditions substantially outlined in this report.


Tony M. Royster
General Manager

Attachment: MOU



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

**THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES**

AND

CITY OF LOS ANGELES

FOR

**REIMBURSEMENT TO COURT FOR COST OF CUSTODIAL SERVICES
FOR CITY OCCUPIED SPACE AT VARIOUS COURT LOCATIONS**

MOU NUMBER 2021-017

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into between the City of Los Angeles, a municipal corporation (“City”), and the Superior Court of California, County of Los Angeles (“Court”), as of the Effective Date. City and Court are hereinafter referred to collectively as the “Parties” and each individually as a “Party”.

Parties agree as follows:

1.0 PURPOSE

This MOU memorializes the responsibilities of the Parties with regards to costs associated with custodial services for City-occupied premises at various Court facilities throughout Los Angeles County, as described in Exhibit 2 (Description of Premises).

Court is responsible for payment of custodial services at Court facilities in Los Angeles County wherein the City occupies the premises specified in Exhibit 2 (Description of Premises).

City agrees to reimburse the Court for the actual cost of custodial services, including the cost to administer the program, for City-occupied space based on the most current square footage allocation identified by the Judicial Council of California (JCC) for City’s use of the premises.

2.0 AUTHORITY

City has authority to enter into and perform its obligations under this Memorandum of Understanding, and City’s signatory has authority to bind City to this MOU.

3.0 SCOPE

City shall reimburse Court for the actual cost of custodial services, including the cost to administer the program, at premises that City occupies at the various Court facilities described in Exhibit 2 (Description of Premises).

4.0 COMPENSATION

The total amount of reimbursement to Court shall be equal to Court's actual cost for custodial services at each courthouse, including the cost to administer the program, and shall be calculated on a pro rata basis by determining the square footage of space occupied by City in relation to the total square footage for which Court pays for custodial services.

The City's custodial expenses shall not exceed 25% of the total rent for City-occupied spaces at the various Court facilities, except for extraordinary emergency situations that would require additional cleaning services. Such events (similar to Force Majeure events) include, but are not limited to:

- (1) Catastrophic acts of nature, or public enemy;
- (2) Civil disorder;
- (3) Fire or other casualty for which a party is not responsible; and
- (4) Pandemic, quarantine or epidemic.

Estimated prorated charges for custodial services during Fiscal Year 2020-2021 are set forth in Exhibit 1 (L.A. City Custodial Chargeback Spreadsheet for Fiscal Year 2020-2021).

The Court shall invoice the City quarterly. The City shall pay to Court the amount invoiced which will reflect actuals, including the cost to administer the program. Payment shall be made upon receipt of invoice. During City's occupancy of the Premises, the quarterly chargeback shall be adjusted, as necessary, to include cost increases based on Los Angeles County's Living Wage Program annual rate increases, changes in scope and/or any other cost increases associated with the custodial contracts. City hereby acknowledges and agrees that such increases in the Quarterly Fee shall be payable by City without any requirement for additional demand or notice from Court.

Each quarterly installment shall be made payable to:

Superior Court of California
County of Los Angeles
Revenue Management, Room 119-A
111 North Hill Street
Los Angeles, California 90012

5.0 PERIOD OF PERFORMANCE

This MOU shall commence upon execution by the Court's Executive Officer/Clerk of Court ("Effective Date") and shall continue until it is terminated as provided in Section 7.0 below. The term of this MOU shall coincide with the term of the JCC License Agreement for each Court facility.

Additionally, both parties agree that, though the MOU Execution Date may be in the final months of Fiscal Year 2020-2021, this MOU calls for reimbursement for the entire Fiscal Year 2020-2021, even though some/much of this time period passed prior to the MOU Execution Date.

6.0 TERMINATION

The MOU may be terminated in whole or in part at any time by either party when, in its sole discretion, either party deems that termination is in its best interest. A party may terminate the MOU by delivering to the other party a written Termination Notice which specifies the extent to which the MOU is being terminated and the effective termination date. The effective date

terminating the MOU shall be thirty (30) calendar days from the date the written Termination Notice is delivered to the other party.

7.0 EFFECT OF EXPIRATION OR TERMINATION; SURVIVAL PROVISION

Termination or expiration of this MOU shall not affect the rights and obligations of the Parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this MOU, including any section of this MOU that states it shall survive such termination or expiration.

8.0 INDEMNIFICATION

Should a third party assert a claim or cause of action against either party to this MOU, which claim, or cause of action arises out of or relates to, in any way, the services provided pursuant to this MOU, each party to this MOU shall hold harmless the other party and shall bear its own costs and expenses incurred in defending such third-party claim or cause of action.

9.0 CHOICE OF LAW

California law, without regard to its choice-of-law provisions, governs this MOU.

10.0 AMENDMENT

Except as otherwise specified in this MOU, no renewal, modification, or amendment to this MOU will be valid without written approval by the Court Executive Officer or designee, in the form of an Amendment.

11.0 WAIVER

A waiver of enforcement of any of this MOU's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this MOU on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.0 SEVERABILITY

If any part of this MOU is held unenforceable, all other parts remain enforceable.

13.0 TIME OF THE ESSENCE

Time is of the essence in City's performance under this MOU.

14.0 ENTIRE MOU

This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the Parties.

15.0 INFORMAL DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this MOU.

16.0 NOTICES

All notices or demands required or permitted to be given or made under this MOU shall be in writing and may be submitted by email or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties at the following addresses:

If to Court:

Gilbert Angon, Procurement Analyst
Superior Court of California
County of Los Angeles
111 North Hill Street, Room 425B
Los Angeles, California 90012
(213) 633-5825
gangon@lacourt.org

If to City:

Paul Burke
City of Los Angeles
Department of General Services
Real Estate Services Division
111 E. 1st Street, Room 201
(213) 922-8591
paul.burke@lacity.org

17.0 AUTHORIZATION

IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused this Memorandum of Understanding to be subscribed by its Executive Officer/Clerk of Court and the seal of said Court be hereto affixed, and City of Los Angeles has caused this Memorandum of Understanding to be subscribed on its behalf by its duly authorized officers.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES**



By: _____ Date: _____

SHERRI R. CARTER
Executive Officer/Clerk of Court

**CITY OF LOS ANGELES, a Municipal Corporation, acting
by and through its Department of General Services**

By: _____ Date: _____

TONY M. ROYSTER
General Manager

APPROVED AS TO FORM:
City of Los Angeles

By: _____ Date: _____

ATTORNEY NAME
City Attorney

ATTEST:

By: _____ Date: _____

HOLLY WOLCOTT
City Clerk

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
CITY OF LOS ANGELES CUSTODIAL CHARGE-BACK
FY 2020-2021**

A	B	C	D	E	F=D+E	G=F*10%	H=F+G	I	J
	Draft Agreement Sq Ft (Jan 2017)	SqFt. Occupied %	FY 2020-2021 ROUTINE CLEANING	FY 2020-2021 COVID-RELATED ENHANCED CLEANING	Total Cost	Admin. Fees @10%	Total Custodial per County Yearly	Max Custodial Costs Allowed(25%) of rent Yearly	Yearly Rent(excluding custodial)
PROJECTIONS ONLY									
Airport									
192230 Superior Court	111,193	91.56%	651,000	96,000	63,076	6,308	69,384	78,450.72	313,803.00
City Of Los Angeles	10,255	8.44%	54,970	8,106					
	121,448	100.00%							
Clara Shortridge Foltz Criminal Justice Ctr									
191502 Superior Court	354,304	99.59%	1,290,000	180,000					
City Of Los Angeles	1,474	0.41%	5,345	746	6,090	609	6,699	11,276.10	45,104.40
	355,778	100.00%							
Metropolitan									
191550 Superior Court	121,258	94.01%	1,112,000	91,000					
City Of Los Angeles	7,722	5.99%	66,575	5,448	72,023	7,202	79,226	59,073.30	236,293.20
	128,980	100.00%							
San Fernando Courthouse									
192102 Superior Court	107,762	97.78%	483,000	136,000					
City Of Los Angeles	2,450	2.22%	10,737	3,023	13,760	1,376	15,136	15,802.50	63,210.00
	110,212	100.00%							
Van Nuys -West									
192125 Superior Court	133,074	98.90%	785,000	529,000					
City Of Los Angeles	1,477	1.10%	8,617	5,807	14,424	1,442	15,867	11,299.05	45,196.20
	134,551	100.00%							
Chatsworth									
192109 Superior Court	103,895	99.73%	308,000	167,000					
City Of Los Angeles	280	0.27%	828	449	1,277	128	1,404	1,680.00	6,720.00
	104,175	100.00%							
Eastlake Juv. Court									
191410 Superior Court	17,913	94.17%	179,000						
City Of Los Angeles	1,109	5.83%	10,436	-	10,436	1,044	11,479	6,654.00	26,616.00
	19,022	100.00%							
Sylmar Juvenile									
192101 Superior Court	10,810	98.44%	106,000	20,000					
City Of Los Angeles	171	1.56%	1,651	311	1,962	196	2,158	1,026.00	4,104.00
	10,981	100.00%							
Hollywood									
191503 Superior Court	23,605	99.10%	140,000	65,000					
City Of Los Angeles	215	0.90%	1,264	587	1,850	185	2,035	1,386.75	5,547.00
	23,820	100.00%							
	Square Ft		LA CITY	LA CITY	LA CITY	LA CITY	LA CITY	LA CITY	LA CITY
			\$ 160,422	\$ 24,477	\$ 184,899	\$ 18,490	\$ 203,389	\$ 186,648.42	\$ 746,593.80

EXHIBIT 2 – DESCRIPTION OF PREMISES

1. **Airport Court-JCC Facility No. 19-AU1:** The Premises consist of approximately 10,255 square feet on the fourth floor in the building. Airport Courthouse located at 11701 S. La Cienega Blvd., Los Angeles, California 90045.
2. **Chatsworth Court-JCC Facility No. 19-AY1:** The Premises consist of approximately 280 square feet on the first floor in the Building. Chatsworth Courthouse located at 9425 Penfield Ave., Chatsworth, California 91311.
3. **Clara Shortridge Foltz Criminal Justice Center-JCC Facility No. 19-L1:** The Premises consist of approximately 1,474 square feet on the third and seventh floor in the Building. Clara Shortridge Foltz Criminal Justice Courthouse located at 210 W. Temple Street, Los Angeles, California 90012.
4. **Eastlake Juvenile Court-JCC Facility No. 19-R1:** The Premises consist of approximately 1,109 square feet on the first floor in the Building. Eastlake Juvenile Courthouse located at 1601 Eastlake Ave., Los Angeles, California 90033.
5. **Hollywood Court-JCC Facility No. 19-S1:** The Premises consist of approximately 215 square feet on the first floor in the Building. Hollywood Courthouse located at 5925 Hollywood Blvd., Los Angeles, California 90028.
6. **Metropolitan Court-JCC Facility No. 19-T1:** The Premises consist of approximately 6,822 square feet on the fifth floor in spaces identified as 60.10.01 and 60.06.01, and 900 square feet on the eighth floor in Rooms 815 and 816 in space identified as 06.06.02; totaling 7,722 square feet of office space in the Building. Metropolitan Courthouse located at 1945 South Hill Street, Los Angeles, California 90007.
7. **San Fernando Court-JCC Facility No. 19-AC1:** The Premises consist of approximately 2,450 square feet on the first and fourth floors in the Building. San Fernando Courthouse located at 900 Third Street, San Fernando, California 91340.
8. **Sylmar Juvenile Court-JCC Facility No. 19-AF1:** The Premises consist of approximately 171 square feet on the first floor in the Building. Sylmar Courthouse located at 16350 Filbert Street, Sylmar, California 91342.
9. **Van Nuys Court-JCC Facility No. 19-AX2:** The Premises consist of approximately 1,477 square feet (847 square feet on the second floor and 630 square feet on the fourth floor) in the Building. Van Nuys West Courthouse located at 114400 Erwin Street Mall, Van Nuys, California 91401.