

Central Services  
**Joan Araujo**, Director

Engineering Services  
**Christopher Cooper**, Director

Roads & Transportation  
**Christopher Kurgan**, Director

Water & Sanitation  
**Joseph Pope**, Director

Watershed Protection  
**Glenn Shephard**, Director

December 13, 2022

Board of Supervisors  
County of Ventura  
800 South Victoria Avenue  
Ventura, California 93009

**Subject:**     **Approval of, and Authorization for the Director of the Public Works Agency or Designee to Sign, the Revocable License Agreement (Agreement) with Macerich Buenaventura Limited Partnership, a California Limited Partnership, for Parking Spaces and a Shuttle Stop located at the Pacific View Mall, 3301-1 East Main Street in the City of Ventura, with a License Fee of \$1,050.00 Per Month, for the Health Care Agency; Waiver of Board's Policy Prohibiting Inclusion of Indemnification and Attorney's Fees Provisions in the Agreement; Supervisorial District No. 1.**

**Recommendations:**

1. Approve and authorize the Director of the Public Works Agency or designee to sign the attached Revocable License Agreement (Agreement) for parking spaces and a shuttle stop at the Pacific View Mall, 3301-1 East Main Street, Ventura, California.
2. Waive Board's policy prohibiting inclusion of indemnification and attorney's fees provisions in the Agreement.

**Fiscal/Mandates Impact:**

Mandatory:	No
Source of Funding:	VCMC Operating Revenues/Collections/General Fund
Funding Match Required:	None
Impact on Other Departments:	None

License fee payments will be made from VCMC Budget Account-2241, Rents and Leases.



**Summary of Revenue and Total Costs:**

	<b><u>FY 2022-23</u></b>	<b><u>FY 2023-24</u></b>
Revenue:	\$ 6,450	\$ 0
Costs:		
Direct	\$ 6,450	\$ 0
Indirect – Agency/Dept.		
Indirect – County CAP		
Total Costs	\$ 6,450	\$ 0
Net Costs	\$ 0	\$ 0
Recovered Indirect Costs	\$ 0	\$ 0

**Current Fiscal Year (FY) Budget Projections:**

<b>Current FY 2022-23 Budget Projection for Ventura County Medical System - Division 3300</b>				
	Recommended Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Expenditures	\$ 597,277,305	\$ 597,277,305	\$ 597,277,305	\$ 0
Revenue	\$ 597,588,755	\$ 597,588,755	\$ 597,588,755	\$ 0
Operational Income/(Loss)	\$ 311,450	\$ 311,450	\$ 311,450	\$ 0

Sufficient appropriations and revenue are included in the FY 2022-23 recommended budget.

The operational income includes “Operating Transfers in” that is primarily attributed to County contributions.

**Discussion:**

Your Board is asked to approve the proposed Revocable License Agreement (Agreement) (Exhibit 1) with Macerich Buenaventura Limited Partnership, a California limited partnership (Licensor), for parking spaces and a shuttle stop located on the first level of the parking structure at the Pacific View Mall, Ventura, California. The parking spaces will be used by the Ventura County Health Care Agency as temporary parking for



staff while a construction project takes place at the Ventura County Medical Center at 300 Hillmont Avenue, Ventura, California (Project).

During the Project, closure of the staff's upper parking lot at the Ventura County Medical Center will be necessary to allow adequate space for helicopter access during the transport of any trauma patients. Closure of this parking lot will displace about half of the staff parking spaces. Renting additional parking at Pacific View Mall would mitigate the shortage of staff parking during the Project.

The salient terms of the Agreement are as follows:

<u>LICENSOR:</u>	Macerich Buenaventura Limited Partnership, a California limited partnership
<u>LICENSED AREA:</u>	Approximately 10,000 square feet of area located on the northeast corner of the first level of the parking structure at the Pacific View Mall, Ventura, California.
<u>LICENSE FEE:</u>	The License Fee shall be \$1,050.00 per month during the term of the Agreement. There is also a one-time renewal fee to process the paperwork in the amount of \$150.00.
<u>TERM:</u>	The term of the Agreement shall be six (6) months. The term shall commence on December 1, 2022 and terminate on May 31, 2023.

The Licensor is not willing to revise the Agreement which contains two provisions that conflict with the County's Administrative Policy Manual, Chapter VI-1 for County contracts. The two provisions in the Agreement prohibited by Board policy are (1) payment of attorney's fees by one party to the other party, and (2) indemnification that is not limited to third-party claims. Therefore, your Board is asked to waive the Board's policy against these two provisions and approve and authorize the signing of the Agreement.

This letter and the Agreement have been reviewed by the Health Care Agency, the County Executive Office, the Auditor-Controller's Office, and County Counsel.



If you have any questions regarding fiscal or discussion portions of this letter, please contact John Fankhauser, M.D., Chief Executive Officer, County Hospitals, at (805) 652-

6058. If you have questions regarding the Agreement, please contact Chuck Alvarez, Manager of the Real Estate Services Division, at (805) 654-2402.

Thank you,



Joan Araujo  
Director, Central Services  
Public Works Agency

Attachments:

- Exhibit 1 – Vicinity Map
- Exhibit 2 – Location Map
- Exhibit 3 – Revocable License Agreement

