Council Meeting of
July 24, 2012

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Manager - Approve license agreement for use of City-owned property at 1316 Cabrillo Avenue.

RECOMMENDATION

Recommendation of the City Manager that City Council approve a License Agreement by and between the City of Torrance, a Municipal Corporation ("City") and Friends of Torrance Theater Company, a California Public Benefit Corporation, ("licensee") for use of a City-owned building located at 1316 Cabrillo Avenue (APN 7355-029-901).

Funding

No funding is required for this action. Approval will net $1,000 rent per month.

BACKGROUND AND ANALYSIS

The building was originally purchased by the Torrance Redevelopment Agency in November 2010. On March 8, 2011 the Redevelopment Agency of the City of Torrance transferred this property to the City. The building is currently vacant while the City determines the future use of the facility.

In August of 2011, the City Council approved a one-year License Agreement with the Friends of Torrance Theater Company (FOTTC) to use the site for theatrical productions. The term of the License is from August 1, 2011 through August 31, 2012. The term is about to expire and the FOTTC has requested a new License of one year with an optional one year extension. The financial terms remain the same, $1,000 per month plus cost of utilities above a baseline amount of $255.00 per month.

The License allows for the following use(s) at the site:

a. Theater production inclusive of rehearsal, set design, development and storage of material, costumes and other items associated with theater production.
b. Incidental sale of refreshments associated with pre-event and intermission of theater productions.
c. Fund raising activity inclusive of alcohol sales provided that all government permits are secured prior to the event.

In light of what has happened with California Redevelopment and the uncertain nature of the long-term status of this building, the License has certain language that will protect the City if the License is determined void by a government entity. The language included allows for termination of the Agreement if the following occurred, "... *if action is taken by the United States of America, the State of California, or the County of Los Angeles that would have any effect on the ownership of the property, the legality of this License, or actions that would otherwise cause this License to become null and void."* This language has been included due to the actions taken by the State with regard to Redevelopment. The City has taken action to protect its position with regard to Redevelopment; however, this language is designed to protect the City as the Licensing Agency if the State or any other government agency takes action to unwind or negate this Agreement.

The License Agreement before Your Honorable Body tonight allows for the use of the 1316 facility for a one year term at $1,000 per month plus utilities (over baseline). The License also helps to meet goals of bringing foot traffic into the downtown area and helping to increase benefits to local businesses.

Respectfully submitted,

LeROY J. JACKSON
City Manager

by Brian K. Sunshine
Assistant to the City Manager

CONCUR:

LeRoy J. Jackson
for City Manager

Attachments:
A. License Agreement
B. Council Item dated August 9, 2011

Attachment A

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of _____, 2012 and effective September 1, 2011, by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and Friends of Torrance Theater Company, a California Public Benefit Corporation, ("LICENSEE").

RECITALS:

A. CITY is the owner of fee title to the property and improvements located at 1316 Cabrillo Avenue, Torrance, California (APN 7355-029-901) ("the Premises").

B. CITY purchased the Premises with an allocation of Low-Moderate 20% Housing set-aside funds.

C. CITY's long-term use for the Premises is to develop housing in compliance with those funds.

D. CITY is willing to allow an interim use of the Premises until a long-term use is identified.

E. LICENSEE is the Friends of Torrance Theater Company, a California Public Benefit Corporation.

F. LICENSEE desires to utilize the Premises to enhance the arts in the community and more specifically in the Downtown Torrance area by providing theatrical performances at the 1316 Cabrillo venue.

AGREEMENT:

Therefore, in order to carry out their intent as expressed above, CITY and LICENSEE agree as follows:

1. PREMISES
CITY grants LICENSEE a license to access and use, subject to all terms and conditions stated, the premises of 1316 Cabrillo inclusive of the building and parking (APN 7355-029-901).

2. PURPOSE
The Premises may be utilized by LICENSEE for the following purposes:

   A. Theater production inclusive of rehearsal, set design, development and storage of material, costumes and other items associated with theater production.

B. Incidental sale of refreshments associated with pre-event and intermission of theater productions.

C. Fund raising activity inclusive of alcohol sales provided that all government permits are secured prior to the event.

3. TERM

A. INITIAL TERM
This LICENSE will be effective from September 1, 2012 through August 31, 2013. CITY may terminate this agreement upon 30 days written notice to LICENSEE. Termination shall be effective at the time notice is received or as specified therein. License may also be terminated if action is taken by the United States of America, the State of California, or the County of Los Angeles that would have any effect on the ownership of the Premises, the legality of this License, or actions that would otherwise cause this License to become null and void.

B. OPTIONAL TERM
Provided that the CITY has the legal authority, and subject to all the terms and conditions of the entire License, LICENSEE has the option of requesting an additional one (1) year term that would extend the License until August 31, 2014, provided LICENSEE makes a written request to CITY within 90 days of the expiration of the initial term. The granting of the additional one-year term is at the sole discretion of CITY. CITY may terminate this agreement upon 30 days written notice to LICENSEE. Termination shall be effective at the time notice is received or as specified therein. License may also be terminated if action is taken by the United States of America, the State of California, or the County of Los Angeles that would have any effect on the ownership of the Premises, the legality of this License, or actions that would otherwise cause this License to become null and void.

4. COMPENSATION
LICENSEE agrees to pay CITY $1,000.00 per month. All utilities will remain in CITY'S name (gas, electric and water), therefore in addition to the monthly compensation, LICENSEE agrees to reimburse CITY on a monthly basis the cost of utilities (gas, electric and water) for any amount over the combined baseline amount of those utilities. The baseline amount is set at $255.00 per month. Phone service, if required, will be provided and paid for by LICENSEE.

5. "AS-IS" CLAUSE

LICENSEE understand and agrees that the Premises are delivered as is, where is and that cleaning, janitorial and other day to day cleaning of the Premises is required by LICENSEE. At the end of License, the Premises will be delivered

back to CITY in its original state and that any damage will be repaired and or paid for by LICENSEE.

6. NOTICE

Addresses for purpose of giving notice are as follows:

LICENSEE: Cary Jordahl
President
Friends of Torrance Theater Company (FOTTC)
21143 Hawthorne Boulevard #226
Torrance, CA 90503
Fax: (310)

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

7. INDEMNIFICATION

LICENSEE will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will be proportionate in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, and the Successor Agency to the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. In the event of any dispute between LICENSEE and CITY, as to whether liability arises from the negligence of the CITY or its officers, employees, agents, subcontractors or vendors, LICENSEE will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY's negligence. LICENSEE will be entitled in the event of such a determination to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation, in proportion to the CITY's liability.

8. INSURANCE

A. LICENSEE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Professional liability insurance with limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by LICENSEE will be primary and non-contributory

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. LICENSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the LICENSEE

agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that LICENSEE will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

9. USE, MAINTENANCE AND SECURITY

A. LICENSEE agrees to comply with all applicable Federal, State, County and City statutes, ordinances, rules, laws or regulations that are applicable to the premises or the operations of LICENSEE on the premises, and any deviation from these or any conditions stated in this LICENSE will be cause of immediate cancellation.

B. LICENSEE will not make any improvements or alterations of any kind to the Premises, including the placement or construction on, over, or under any part of the Premises of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the CITY, which approval will be given or withheld in the sole discretion of the CITY.

C. Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE will keep the building locked and secured except when in use by LICENSEE. Failure to keep the building locked and secured will result in termination of this License Agreement. LICENSEE agrees to maintain the Premises in a neat and sanitary condition. Failure by LICENSEE to maintain the building and parking lot will result in the CITY implementing the cleanup. Any expenses incurred will be billed to LICENSEE.

D. LICENSEE will not damage, destroy, or displace any part of the Premises or any personal property for which the CITY is responsible in the exercise of the privilege granted by this LICENSE without the prior written consent of the CITY and the express agreement of the LICENSEE to promptly replace, return, repair, and restore the Premises or any such personal property to a condition satisfactory to the CITY.
LICENSEE agrees that it will not alter, modify or otherwise cosmetically or structurally alter the building or premises.

E. LICENSEE agrees that all government inspections will occur prior to events and all required permits will be secured prior to use and for all events on premises.

10. LIMITS OF LICENSE
It is understood that the permission granted in this LICENSE is in no way to be construed by LICENSEE as permission to otherwise enter upon CITY'S other premises for any purpose.

11. INTEGRATION; AMENDMENT
This License represents the entire understanding of CITY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

12. INTERPRETATION
The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

13. SEVERABILITY
If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

14. GOVERNING LAW; JURISDICTION
This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

15. WAIVER OF BREACH
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

16. ATTORNEY'S FEES
Except as provided for in Paragraph 7, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

17. LICENSEE'S AUTHORITY TO EXECUTE
The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this License, the LICENSEE is formally bound to the provisions of this License; and (iv) entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

18. SURRENDER
At the expiration of the term of this License, LICENSEE must surrender the Premises to CITY in the same condition as received, reasonable wear and tear excepted.

19. TAXES AND ENCUMBRANCES
Pursuant to Revenue and Taxation Code § 170.6, LICENSEE understands and acknowledges that the License may create a taxable possessory interest and that LICENSEE is responsible to pay taxes for possessory interests if assessed. LICENSEE agrees to pay before delinquency all taxes, including but not limited to property taxes and possessory interest taxes, that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this License.

IN WITNESS WHEREOF, the parties have duly executed this LICENSE on the date first written above.

CITY OF TORRANCE,
a Municipal Corporation
Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By:_____

Friends of Torrance Theater Company
a California Public Benefit

_____
Cary Jordahl
President, FOTTC

Attachment B

Council Meeting of
August 9, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Manager - Approve license agreement for use of 1316 Cabrillo Avenue

RECOMMENDATION

Recommendation of the City Manager that City Council approve a License Agreement by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and Friends of Torrance Theater Company, a California Public Benefit Corporation, ("LICENSEE") for use of a City-owned building located at 1316 Cabrillo Avenue. (APN 7355-029-901)

Funding

No funding is required for this action. Approval will net $1,000 per month rent.

BACKGROUND AND ANALYSIS

The building was originally purchased by the Torrance Redevelopment Agency in November 2010. On March 8, 2011 the Redevelopment Agency of the City of Torrance transferred this property to the City. The building is currently vacant while the City determines the future use of the facility.

On May 17, 2011 a City Council oral communication requested that staff research the short term use of the facility for local theatrical productions. Subsequent to the request by the City Council, City staff received a request from the Friends of Torrance Theater Company (FOTTC) to utilize the space for a one year term commencing on September 1, 2011 and terminating on August 31, 2012. The requested rent structure is for $1,000 per month and a reimbursement of utility costs above the baseline of $255.00 per month for gas, electric and water. All other utilities are to be contracted by FOTTC.

The License allows for the following use(s) at the site:

a. Theater production inclusive of rehearsal, set design, development and storage of material, costumes and other items associated with theater production.
b. Incidental sale of refreshments associated with pre-event and intermission of theater productions
c. Fund raising activity inclusive of alcohol sales provided that all government permits are secured prior to the event.

The License also includes language that would allow for termination of the Agreement if the following occurred, "... *if action is taken by the United States of America, the State of California, or the County of Los Angeles that would have any effect on the ownership of the property, the legality of this License, or actions that would otherwise cause this License to become null and void.*" This language has been included due to the actions taken by the state with regard to Redevelopment. The City has taken action to protect its position with regard to Redevelopment; however, this language is designed to protect the City as the Licensing Agency if the State or any other government agency takes action to unwind or negate this Agreement.

The License Agreement before Your Honorable Body tonight allows for the use of the 1316 facility for a one year term at $1,000 per month plus utilities (over baseline). The License also helps to meet goals of bringing foot traffic into the downtown area and helping to increase benefits to local businesses.

Respectfully submitted,

LeROY J. JACKSON
City Manager

by Brian K. Sunshine
Assistant to the City Manager

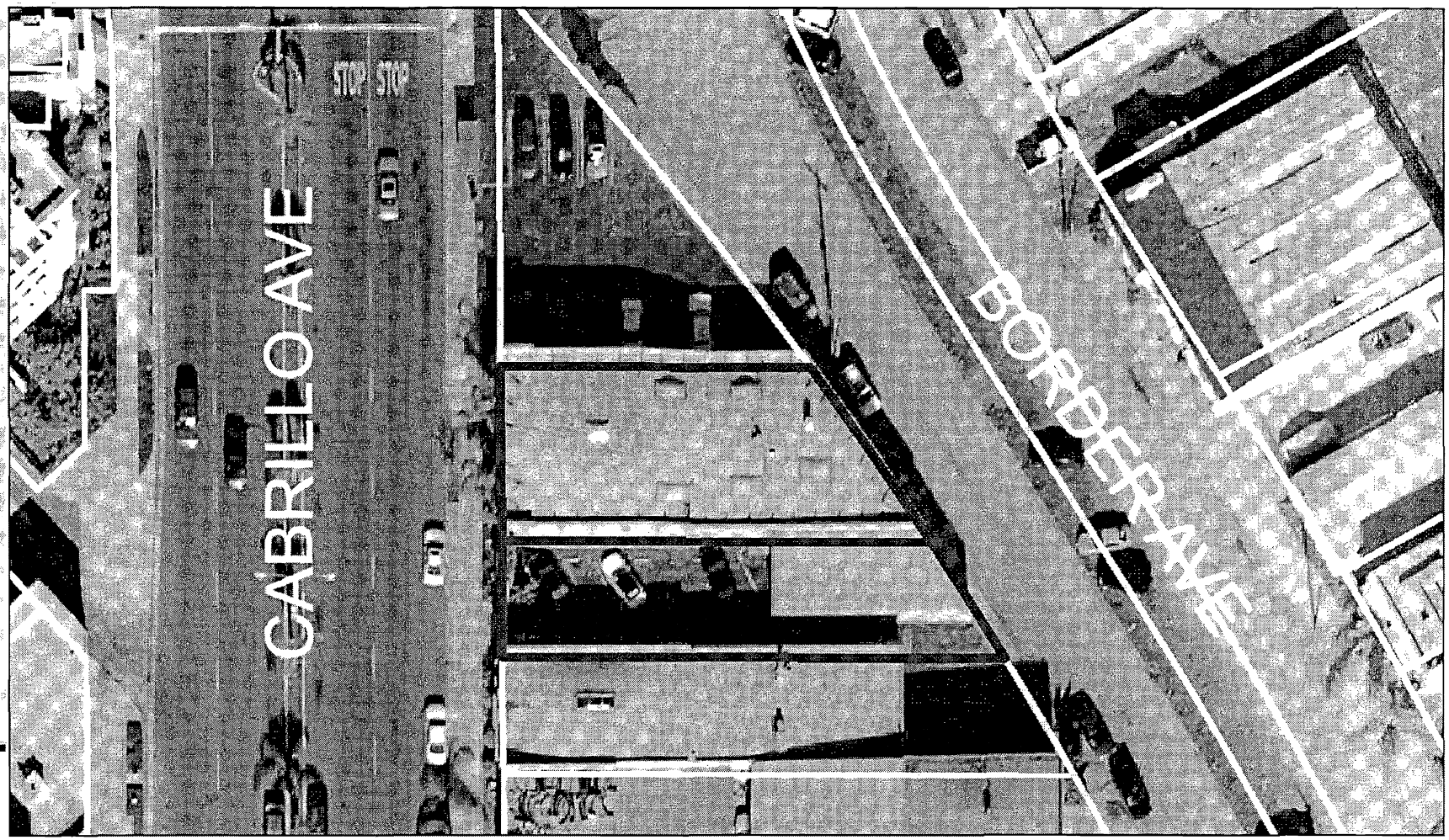
CONCUR:

Mary Giordano
for LeRoy J. Jackson
City Manager

Attachments:
A. Location map
B. License Agreement
C. Letter dated May 27, 2011 from FOTTC

3

Attachment A



1316 and 1320 Cabrillo Ave, Torrance CA

Lines and photos are approximate, not to be used for establishing absolute or relative positions

Jeffery W. Gibson
Community Development Department

4

Attachment B

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of _____, 2011 and effective September 1, 2011, by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and Friends of Torrance Theater Company, a California Public Benefit Corporation, ("LICENSEE").

RECITALS:

A. CITY is the owner of fee title to the property and improvements located at 1316 Cabrillo Avenue, Torrance, California (APN 7355-029-901).

B. LICENSEE is the Friends of Torrance Theater Company, a California Public Benefit Corporation.

C. LICENSEE desires to utilize the City-owned property and improvements to enhance the arts in the community and more specifically in the Downtown Torrance area by providing theatrical performances from the 1316 Cabrillo venue.

AGREEMENT:

Therefore, in order to carry out their intent as expressed above, CITY and LICENSEE agree as follows:

1. PREMISES
   CITY grants LICENSEE a license to access and use, subject to all terms and conditions stated, the premises of 1316 Cabrillo inclusive of the building and parking (APN 7355-029-901).

2. PURPOSE
   The property may be utilized by LICENSEE for the following purposes:

   a. Theater production inclusive of rehearsal, set design, development and storage of material, costumes and other items associated with theater production.
   b. Incidental sale of refreshments associated with pre-event and intermission of theater productions
   c. Fund raising activity inclusive of alcohol sales provided that all government permits are secured prior to the event.

Licensee agrees that it will not alter, modify or otherwise cosmetically or structurally alter the building or premises. Licensee understand and agrees that the facility is delivered as is where is and that cleaning, janitorial and other day to day cleaning of the facility is required by Licensee. At the end of License, facility will be delivered back to City in its original state and that any damage will be repaired and or paid for by Licensee.

Licensee agrees that all government inspections will occur prior to events and all required permits will be secured prior to use and for all events on premises.

3. TERM
This LICENSE will be effective from September 1, 2011 through August 31, 2012. CITY may terminate this agreement upon 30 days notice to LICENSEE. Termination shall be effective at the time notice is received or as specified therein. License may also be terminated if action is taken by the United States of America, the State of California, or the County of Los Angeles that would have any effect on the ownership of the property, the legality of this License, or actions that would otherwise cause this License to become null and void.

4. COMPENSATION
LICENSEE agrees to pay CITY $1,000.00 per month.
All utilities will remain in City's name (gas, electric and water), therefore in addition to the monthly compensation, Licensee agrees to reimburse City on a monthly basis the cost of utilities (gas, electric and water) for any amount over the combined baseline amount of those utilities. The baseline amount is set at $255.00 per month. Phone service, if required, will be provided and paid for by Licensee.

5. NOTICE
Addresses for purpose of giving notice are as follows:

LICENSEE: Cary Jordahl
President
Friends of Torrance Theater Company (FOTTC)
21143 Hawthorne Boulevard #226
Torrance, CA 90503
Fax: (310)

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

6. INDEMNIFICATION
LICENSEE will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence, arising from the negligent acts or omissions, or

willful misconduct of LICENSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will be proportionate in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. In the event of any dispute between LICENSEE and CITY, as to whether liability arises from the negligence of the CITY or its officers, employees, agents, subcontractors or vendors, LICENSEE will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY's negligence. LICENSEE will be entitled in the event of such a determination to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation, in proportion to the CITY's liability.

7. INSURANCE

A. LICENSEE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

b. Primary Property Damage of at least $250,000 per occurrence; or

c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Professional liability insurance with limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by LICENSEE will be primary and non-contributory

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be

named as additional insured under the automobile and general liability policies.

D. LICENSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the LICENSEE agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that LICENSEE will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

8. USE, MAINTENANCE AND SECURITY

a. LICENSEE agrees to comply with all applicable Federal, State, County and City statutes, ordinances, rules, laws or regulations that are applicable to the premises or the operations of LICENSEE on the premises, and any deviation from these or any conditions stated in this LICENSE will be cause of immediate cancellation.

b. LICENSEE will not make any improvements or alterations of any kind to the property, including the placement or construction on, over, or under any part of the property of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the CITY, which approval will be given or withheld in the sole discretion of the CITY.

c. Security and maintenance of the building and parking lot will be the responsibility of the LICENSEE. LICENSEE will keep the building locked and secured except when in use by LICENSEE. Failure to keep the building locked and secured will result in termination of this License Agreement. LICENSEE agrees to maintain the building and parking lot in a neat and sanitary condition. Failure by LICENSEE to maintain the building and parking lot will result in the CITY implementing the cleanup. Any expenses incurred will be billed to LICENSEE.

d. LICENSEE will not damage, destroy, or displace any part of the property or any personal property for which the CITY is responsible in the exercise of the

privilege granted by this LICENSE without the prior written consent of the CITY and the express agreement of the LICENSEE to promptly replace, return, repair, and restore the property or any such personal property to a condition satisfactory to the CITY.

9. LIMITS OF LICENSE
It is understood that the permission granted in this LICENSE is in no way to be construed by LICENSEE as permission to otherwise enter upon CITY'S other property for any purpose.

10. INTEGRATION; AMENDMENT
This License represents the entire understanding of CITY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

11. INTERPRETATION
The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

12. SEVERABILITY
If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

13. GOVERNING LAW; JURISDICTION
This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

14. WAIVER OF BREACH
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

15. ATTORNEY'S FEES
Except as provided for in Paragraph 6, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable

attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

16. LICENSEE'S AUTHORITY TO EXECUTE
The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

IN WITNESS WHEREOF, the parties have duly executed this LICENSE on the date first written above.

CITY OF TORRANCE,
a Municipal Corporation
Corporation

_____
Frank Scotto, Mayor

Friends of Torrance Theater Company
a California Public Benefit

_____
Cary Jordahl
President, FOTTC

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By:_____
Patrick Q. Sullivan
Assistant City Attorney

Attachment: Exhibit A Aerial Map

Attachment C

TO: Brian Sunshine, Assistant to City Manager

FROM: Friends of Torrance Theatre Company (FOTTC)

DATE: May 27, 2011

SUBJECT: Proposal to Lease property at 1316 Cabrillo

The Friends of Torrance Theatre Company would like the City to consider leasing the above property to FOTTC in order to provide Theatre Productions in Downtown Torrance.

The following terms to be considered:

Rent $1000 mo.

Utilities – To remain in the City of Torrance name. City will use a baseline of $255.00 which will include (electricity, gas and water) and Friends of the Torrance Theatre Company will pay any amount over baseline. The City will bill the difference in the arrears monthly.

Term: Sept 1, 2011 to August 31, 2012

Thank you for your consideration in this matter. We believe it is a win-win for both the City of Torrance and the revitalization of the Downtown Area.

Respectfully Submitted,

Cary Jordahl
President, FOTTC

Linda Barnett
Treasurer, FOTTC

Founding Board: Cary Jordahl Ellyn Kielb Park Linda Barnett Perry Shields Karin Frasier Jackie Ryan Carol Gilles Ann Smisek Don Borchert

Phone# 424-24FOTTC • 424-243-6882 • Email: FriendsofTTC@gmail.com • Address: 21143 Hawthorne Blvd. #226 Torrance, CA 90503