

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 temporary use of vacant farm property west of the helipad and south of Skypark Drive**

**RECOMMENDATION**

Recommendation of the City Manager that City Council approve a License Agreement by and between Measurement Analysis Corporation, a California corporation, and the City of Torrance, a municipal corporation to utilize a 600 foot by 3 foot area for cable testing in the area west of the helipad and north of Skypark Drive and Torrance Municipal Airport – Zamperini Field.

**FUNDING**

Funding is not required. License will bring \$1,000 to the Airport Fund for the License term.

**BACKGROUND/ANALYSIS**

Measurement Analysis Corporation (MAC) located at 23850 Madison Street, Torrance, is a company based at the west end of Torrance Municipal Airport. MAC has made a request (Attachment A) to use an area of 600 feet by 3 feet to bury cable for the purpose of simulating recovering cable from the ocean floor. MAC would dig a trench approximately 48 inches deep; lay the cable and then backfill it with saturated sand to simulate the pressure of recovering the cable from the ocean floor.

The term requested is 60 days and upon completion MAC would restore the area back to original condition. The proposed terms are:

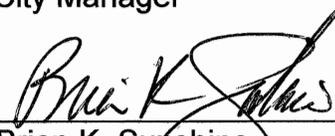
- FAA review
- License Agreement
- 60 days
- Certified clean fill
- Return area to pre-test condition
- \$1,000 fee

The request was reviewed by the Airport Commission on July 12, 2012. There were questions from the Commission on the use and the fee charged. It was explained that MAC has airport rights as they are located at the west end of the field. It was also discussed that this was a non aeronautical use but due to the short duration and the location of MAC to the airport the use made sense, it was also noted that the fee charged was not at a market rate but to recapture staff costs as this was a use viewed in line with an economic development effort for a local business. The president of the Pilots Association also spoke on this matter. He stated that although it was not an aeronautical use, due to the short duration and the standing of the business requesting, the association voted to support the request. The Commission also approved the concept 7-0.

Staff recommends approval of the License.

Respectfully submitted,

LeROY J. JACKSON  
City Manager



by Brian K. Sunshine  
Assistant to the City Manager

CONCUR:



for LeRoy J. Jackson  
City Manager

Attachment:

A. License Agreement

## LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of \_\_\_\_\_, 2012 and effective August 1, 2012, by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and Measurement Analysis Corporation, a California corporation, ("LICENSEE").

**RECITALS:**

- A. CITY is the owner of fee title to the property known as Torrance Municipal Airport – Zamperini Field which is identified as a single Assessor's Parcel Number of 7377-006-906.
- B. LICENSEE wishes to use a specific portion of the airport for testing of cabling.
- C. LICENSEE will only use the area as specifically outlined in this License.
- D. LICENSEE has certain access rights onto the airport property that do not include the type of use that is requested in this License.
- E. LICENSEE understands that it is the City's sole right to grant this type of access and use on airport property.
- F. LICENSEE is a business located in the City of Torrance and assisting a local business meets the criteria in the City of Torrance Economic Development Plan.
- G. LICENSEE desires to utilize the Premises to perform specific testing of equipment.

**AGREEMENT:**1. **PREMISES**

CITY grants LICENSEE a license to access and use, subject to all terms and conditions stated, the area west of the helipad located at Torrance Municipal Airport and more specifically shown in Exhibit "A".

2. **TERM**

This License will be effective from August 1, 2012 through September 30, 2012 and may continue until October 31, 2012 if requested by LICENSEE. 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.

3. FEE

LICENSEE agrees to pay to the City a fee for the Property for the period commencing with the Effective Date, and for the total term of this License \$1,000. Fee is due and payable one week after Effective Date.

4. USE

LICENSEE will construct (dig) a long narrow trench (620 ft. long by 3 feet wide by 4 inches deep, install a subsea communication cable, fill the trench with beach sand (clean fill), saturate and consolidate the sand, and perform cable extraction (pull-up) tests. The duration of the tests, from effective date of License, trench survey (including a no dig survey), digging of trench, sand preparation, testing, removal of sand and complete full restoration of area will not exceed two (2) months.

5. COVENANT TO USE

LICENSEE agrees to manage, operate, and maintain the Property under the terms set forth in this License and for no other purpose.

6. COMPLIANCE WITH LAW

LICENSEE agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Property.

7. NONDISCRIMINATION

LICENSEE agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this License is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the use or enjoyment of the premises; nor will LICENSEE itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or vendees in the premises.

8. ALTERATIONS

LICENSEE may not make or permit any alterations or additions to the License area other than as noted in Exhibit "A" without first obtaining the written consent of the City.

9. SURRENDER

At the expiration of the term of this License, and upon proper notice, LICENSEE must surrender the Property to the City and restore to the same condition as received. All materials associated with the License must be removed and areas utilized must be restored to their pre-License condition.

10. SUBORDINATION

- A. Quitclaim Deed. Licensee acknowledges that it has received a copy of the Quitclaim Deed executed by the United States of America, dated March 5, 1948, and recorded on May 13, 1948 in Book 27145, Page 362 of Official Records in the Office of the County Recorder of Los Angeles (the "Quitclaim Deed"), upon which the City holds title to the Premises; Licensee agrees to comply with the provisions of the Quitclaim Deed as amended to the Commencement Date of this License. This License is subordinate to the provisions of the Quitclaim Deed as amended and to any further agreements between the City and the United States of America, and Licensee agrees to execute any additional instruments or agreements as may be required by the City or the United States to confirm or effectuate the subordination.
- B. F.A.A. Requirements. Licensee acknowledges its acceptance of and its agreement to comply with all rules and regulations of the Federal Aviation Administration applicable to the operations of a fixed based operator at the Airport. All airport access both for LICENSEE and its contractors will be coordinated with the F.A.A.
- C. City of Torrance Requirements. Licensee will coordinate all activities on the airport for the purpose of this License with Airport Operations so as to ensure the safe ingress and egress onto the airport property.

11. UTILITIES

- A. This is intentionally deleted

12. 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.

13. LIABILITY

LICENSEE agrees that its taking possession of the Property will be an acceptance of the safety and condition of the premises. LICENSEE further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, LICENSEE, or property of any kind whatsoever and to whomever belonging, including, but not limited to LICENSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Property during the term of this License, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. LICENSEE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) 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.
  - (2) If LICENSEE hires employees, LICENSEE must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions of the City of Torrance, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. LICENSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance on or before the Effective Date.
- D. 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.

15. DESTRUCTION OR DAMAGE

If for any reason the test area on the Property is destroyed or damaged beyond repair, then this License will terminate and LICENSEE will surrender

the Property to the City. If, however, the damage to the Property is repairable, as determined by the City, then the License will remain in full force and effect. If the damage is deemed repairable, City will commence repair with due diligence, and if during the period of repair and restoration LICENSEE is prevented from using the full facilities as defined in this License, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

A. Is prohibited

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this License, notice must be served either by personal service or certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Measurement Analysis Corporation 23850 Madison Street P.O.Box 1127 Torrance, CA 90505, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event LICENSEE makes any default in the performance of any of the provisions of this License on its part to be performed, and continues in default for ten days after written notice from the City specifying the particulars of the default, or if the default cannot be cured within ten days and LICENSEE fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the City may declare this License and all LICENSEEs' rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the Property and remove all persons and property at the cost and risk of LICENSEE.

19. SIGNS

LICENSEE agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the Property without the prior written consent of the Director of Community Development.

20. SUCCESSORS

Each and every term, covenant, and condition of this License will inure to the benefit of and will bind, as the case may be, not only the parties, but each and

every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties; provided, however, that any subletting or assignment by LICENSEE of the whole or any part of the Property or any interest therein will be subject to the provisions of paragraph 16 of this License.

21. RIGHT OF ENTRY

The City reserves the right to enter upon the Property at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this License.

22. INTEGRATION; AMENDMENT

This License represents the entire understanding of the 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.

23. EXHIBITS

All exhibits identified in this License are incorporated into the License by this reference.

24. 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.

25. 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.

26. AUTHORITY TO EXECUTE

The person executing this License on behalf of LICENSEE warrants that (i) LICENSEE is duly authorized and existing; (ii) they are duly authorized to execute this License on behalf of LICENSEE; (iii) by so executing this License, 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 LICENSEE is bound.

**IN WITNESS WHEREOF**, the parties hereto have executed this License on the date and year first written above.

CITY OF TORRANCE,  
a municipal corporation

Measurement Analysis Corporation  
a California corporation

\_\_\_\_\_  
Frank Scotto, Mayor

\_\_\_\_\_  
Michael D. Lamers, President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

MEASUREMENT ANALYSIS  
TEST SITE PROPOSAL

