

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

Members of the Council:

**SUBJECT: City Manager – Agreement with the Del Amo Fashion Center**

**RECOMMENDATION**

Recommendation of the City Manager that the City Council approve the Police Substation Lease and Agreement for Mall Detail and Foot Patrol Detail (“Agreement”) with Simon Property Group, doing business as Del Amo Fashion Center, for police substation and policing services at the Del Amo Fashion Center. The term of the Agreement is two years.

**BACKGROUND**

Since 1987, the City has provided a “storefront” Police Substation at the Del Amo Fashion Center (DAFC) to provide a shopping center detail and foot patrol by Torrance police officers. The initial term of the agreement was for a five (5) year period. The agreement was renegotiated for an additional five (5) years and was renewed in 2003 for an additional 5 (five) years with subsequent one (1) year one (1) month extensions. This agreement will expire July 31, 2009.

**ANALYSIS**

Staff has been working with DAFC to renegotiate the agreement. In the renegotiation discussions, both the economic climate and the City’s Police Departments transition to team policing deployment effective January 17, 2010 was considered. The transition to the new deployment schedule was a large factor in the negotiations as both the policing beats and number of two officer patrols in the field during prime afternoon/evening hours will change. The impact to DAFC is that patrol strength within the beat in which DAFC is located will shift from 1 (one) patrol car coverage to 6 (six) effective January 17, 2010. This increased coverage provides DAFC the opportunity to reduce their portion of expense for policing services in DAFC effective January 17, 2010.

To contain policing costs at DAFC until team policing is deployed, the Mall Detail will be 5 (five) officers deployed during peak hours of need as identified by DAFC. The previous agreement provided for six (6) officers. Effective January 17, 2010 with the implementation of team policing this will be reduced to a two (2) officer Foot Patrol during peak days and hours as identified by DAFC. This will reduce the total subvention from DAFC to the City under the contract that expires July 31, 2009; however, this has been factored in the adopted budget as negotiations were underway during budget preparation.

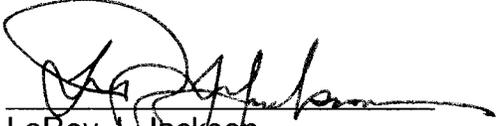
Under the Agreement DAFC will provide at no cost to the City a “storefront” substation inclusive of maintenance, utilities and furnishings. For year one (1) of the contract, DAFC will subvent to the City \$469,232 for policing services, payable on a monthly basis. For year two (2) of the contract, DAFC will subvent to the City \$325,263 for policing services, payable on a monthly basis.

Respectfully submitted,

LeROY J. JACKSON  
CITY MANAGER

By   
Mary K. Giordano  
Assistant City Manager

CONCUR:

  
LeRoy J. Jackson  
City Manager

/dle  
Attachment: A) Agreement

POLICE SUBSTATION LEASE AND AGREEMENT FOR  
MALL DETAIL AND FOOT PATROL DETAIL

THIS POLICE SUBSTATION LEASE AND AGREEMENT FOR MALL DETAIL AND FOOT PATROL DETAIL ("Agreement") is made and entered into as of August 1, 2009 by and between the CITY OF TORRANCE, a California municipal corporation ("City") and SIMON PROPERTY GROUP, INC., a Delaware corporation, doing business as Del Amo Fashion Center ("DAFC").

RECITALS

- A. One of the essential operations of the City is to provide police services to the residents and businesses of the City;
- B. As part of the provision of police services, the City desires to better coordinate activity and improve police response to the merchants and customers of the City's major shopping areas;
- C. Since 1987, the City has been staffing a "store front" police substation (the "Substation") in the Del Amo Fashion Center (the "Center").
- D. The City desires to continue to commit uniformed officers and support staff to the Substation.
- E. DAFC wishes to continue to provide office space and equipment for the Substation and to pay for a portion of the personnel cost necessary to staff the Substation (the "Mall Detail"), (defined in Section 4.4 below) for the period of August 1, 2009 through January 16, 2010.
- F. The City will implement a new patrol deployment ("Team Policing") effective January 17, 2010, which will increase field patrol presence.
- G. DAFC wishes to continue to provide office space and equipment with the implementation of Team Policing and to pay for the personnel costs of the "Foot Patrol Detail" (defined in Section 4.5 below) to staff the Substation, beginning January 17, 2010 through the remaining term of this Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. PURPOSE OF THE AGREEMENT.

The parties enter into this Agreement for the purpose of continuing the operation of the Substation. DAFC and City further agree that the purpose of this Agreement is to

provide a positive impact in the area of community relations, crime suppression and apprehension of criminal suspects.

2. TERM OF THE AGREEMENT.

The term of this Agreement shall be two (2) years, commencing August 1, 2009, and ending on July 31, 2011, unless earlier terminated pursuant to the provisions of Section 4.1 or Section 12 of this Agreement.

3. SCOPE OF AGREEMENT.

3.1. City agrees to pay the operational costs for the Mall Detail and the Foot Patrol Detail to provide policing services at DAFC.

3.2. DAFC agrees to provide office space, furnishings and equipment for the Substation and to pay for a portion of the personnel cost assigned to the Center for the period of August 1, 2009 through January 16, 2010, and 100% of the personnel cost beginning January 17, 2010. DAFC has the right, at its sole option, to relocate the Substation to reasonably comparable premises within the Center at DAFC's sole cost and expense, upon not less than thirty (30) days prior written notice.

4. OPERATION AND CONTROL.

4.1. The parties agree that the Substation together with the appurtenances belonging to the Substation shall be used by the City for operation of the Substation, the Mall Detail and the Foot Patrol Detail and for such additional governmental purposes and other lawful purposes as the City in its sole discretion may desire. If at any time during the term of this Agreement, Police Department activities are no longer conducted from the Substation, DAFC has the right to immediately cancel this Agreement.

4.2. Consistent with the specific terms and provisions of this Agreement, the City, through its Police Department, shall have absolute control in all respects over the Substation, the Mall Detail and the Foot Patrol Detail, including but not limited to, deployment of personnel, work areas and methodology.

4.3. DAFC shall have no right of access to the Substation without the prior consent of the City, except in the case of emergency. City agrees to permit DAFC or its authorized agent access to the Substation at a time or times mutually agreed to between the parties for the purposes of inspection, making necessary improvements or repairs, and performing routine maintenance.

4.4. For the period August 1, 2009 through January 16, 2010, the City shall assign a Mall Detail to consist of five (5) full-time uniformed Police Officers, to patrol the interior and exterior of the Center. The shift of the Mall Detail shall be two (2) officers Monday through Wednesday from 1:00 p.m. to 10:30 p.m. On Thursday through

Sunday the shift of the Mall Detail shall be 1 officer from 1:00 p.m. to 10:30 p.m. and two (2) officers from 5:00 p.m. to 2:30 a.m.

4.5. For the period beginning January 17, 2010, the City shall assign two (2) uniformed Police Officers to staff a foot patrol (the "Foot Patrol Detail"). The Foot Patrol Detail shall patrol the interior of the Center, and the exterior parking areas in patrol car, as follows: On Thursdays and Sundays, the shift of the Foot Patrol shall be 4:00 p.m. to 1:30 a.m. On Fridays and Saturdays, the shift of the Foot Patrol shall be 5:00 p.m. to 2:30 a.m. The parties may change the times of said shifts by mutual agreement.

The City shall provide necessary clerical support.

The Mall Detail and the Foot Patrol Detail shall be supervised by a sergeant and managed by a lieutenant. There shall be no less than a weekly meeting between DAFC and the sergeant and no less than a monthly meeting between DAFC and the lieutenant.

4.6. In the event of a bona fide Police emergency of limited duration, in which the Police Department has insufficient personnel to handle said emergency without the assistance of the Mall Detail or the Foot Patrol Detail, the City may in its sole discretion redirect the Mall Detail or the Foot Patrol Detail as needed to assist in dealing with the emergency.

## 5. RENT & UTILITIES.

5.1. The City shall pay no rent or other monetary consideration for the office space in which the Substation is housed.

5.2. DAFC agrees to pay all charges for the use of water, sewer, sprinkler systems, electricity and other utility charges except telephone, accruing or payable in connection with the Substation during the term of this Agreement.

## 6. FURNISHING MAINTENANCE AND REPAIR.

6.1. DAFC shall provide necessary equipment and furnishings for the Substation.

6.2. DAFC agrees to repair, maintain and replace as necessary at DAFC's own expense the interior and exterior of the Substation. DAFC's repair and maintenance responsibility shall include, but not be limited to, lamps and tubes, exposed plumbing, windows, fire extinguishers, floor coverings, waste system, window coverings, and the basic structure of the Substation. Basic structure is agreed to include: all permanent exterior and interior walls, floor and ceilings, roof, concealed plumbing, concealed electrical systems, and heating, ventilating and air conditioning system.

6.3. As part of DAFC's responsibilities for maintaining the Substation, DAFC shall provide janitorial supplies (including restroom supplies) and furnish and maintain janitorial services, sewer services and trash removal.

6.4. City agrees to return the Substation and those fixtures, furnishings and items of equipment to DAFC in as good condition as when first occupied by the City, ordinary wear and tear, damage by earthquake, fire or the elements in other disaster or casualty accepted. In the event that any of the items specified in this Agreement were to fail as a result of ordinary wear and tear, damage by earthquake, fire or the elements, and/or other disaster or casualty, DAFC shall replace those items at DAFC's own expense.

## 7. ALTERATIONS.

DAFC and City agree not to make any alterations in the Substation without first securing the written consent of the other party, which consent shall not be unreasonably withheld or delayed. DAFC and the City further agree to make alterations only at mutually agreeable times. Notwithstanding the foregoing, the City may make nonstructural alterations without DAFC's prior consent. Non-structural alterations are defined as those that do not result in a change in the structural integrity of the office space of the Substation or alter the gross cubic foot area of that space.

## 8. DAFC CONTRIBUTIONS TOWARD OPERATING COSTS.

8.1 DAFC agrees to subvent to the City a portion of the City's ongoing costs of the Mall detail for the period of August 1, 2009 through January 16, 2010, in the amount of \$300,000, inclusive of the costs to provide supervision.

8.2 DAFC agrees to subvent to the City the City's ongoing costs for the Foot Patrol Detail for period January 17, 2010 through July 31, 2010, in the amount of \$169,232, inclusive of \$24,080 to provide supervision.

8.3 DAFC agrees to subvent to the City the City's ongoing costs for the Foot Patrol Detail for the period August 1, 2010 through the remaining term of this Agreement, in the amount of \$325,263 inclusive of \$24,923 to provide supervision.

8.4. On the first day of each month, beginning August 1, 2009 and ending December 31, 2009, the City shall invoice DAFC for Fifty-Five Thousand Dollars (\$55,000). On January 1, 2010, the City shall invoice DAFC \$37,086. Beginning February 1, 2010 and ending July 31, 2010, on the first day of each month the City shall invoice DAFC for \$26,191. Beginning August 1, 2010 through the remaining term of this Agreement, on the first day of each month the City shall invoice DAFC for \$27,109. DAFC agrees to pay each invoice on or before that date ten (10) days from the date of DAFC's receipt of said invoice.

8.5 DAFC has the option to request additional officer(s) during holiday seasons, or based on need, at the rate of \$68.21 per hour per officer.

9. REPORTS.

City agrees to provide monthly activity reports to DAFC containing such information as mutually agreed upon by DAFC and City.

10. SECURITY.

DAFC shall continue to maintain its own complement of unarmed security staff for the Center, separate and apart from the Mall Detail and the Foot Patrol Detail. The DAFC security staff shall continue to be responsible for locking and unlocking the entry and exit doors to the Center, and patrolling the common areas of the Center to observe and enforce the rules and regulations of the Center as the management of DAFC sees fit. The aforesaid is not the responsibility of the assigned City officers.

11. INDEMNIFICATION.

DAFC agrees to defend, indemnify and hold harmless the City, the City Council and each member thereof, and every officer, employee and agent of the City from any and all liability and claims for damage by reason of any injury to any person or persons including, but not limited to, employees of DAFC, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to DAFC, as a result of the negligence or willful misconduct, by DAFC, its agents or employees.

12. TERMINATION.

After the expiration of the first year of the term of this Agreement, either party may terminate this Agreement by providing sixty (60) days notice of its intent to terminate.

13. MISCELLANEOUS PROVISIONS.

13.1 Independent Status. This Agreement is made by and between two independent parties and is not intended to be, nor shall it be, construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

13.2 Notices.

13.2.1. All notices given by DAFC to the City shall be in writing and delivered to the Chief of Police, 3300 Civic Center Drive, Torrance, California 90503, with a copy to the City Clerk, 3031 Torrance Boulevard, Torrance, California 90503, or at such other address or to such other person as the City may from time to time designate in writing.

13.2.2. All notices given by City to DAFC shall be in writing and delivered to DAFC at 3535 Carson Street, #165, Torrance, California 90503.

13.2.3. Any notice required to have given pursuant to this Agreement may be given by personal delivery, by receipted overnight delivery service, or by depositing the same in the United States Post Office, properly addressed as set forth above, postage fully prepaid, for delivery by certified mail, or by facsimile transmission, provided that an original is also sent as aforesaid via U.S. Mail.

13.3. Jurisdiction and Venue. The parties agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Agreement. The parties further agree that Los Angeles County, California is the proper place of venue as to any litigation and the parties agree to submit to the personal jurisdiction of such court in the event of any litigation.

13.4. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13.5. Successors in Interest. The covenants contained in this Agreement shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties; and all of the parties shall be jointly and severally liable under this Agreement.

13.6. Authority. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of that party, and that this Agreement is binding, upon that party in accordance with its terms.

13.7. Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party shall impair that right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall 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 shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.8. Exhibits. [Intentionally Omitted.]

13.9. Entire Agreement. This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be determined to exist or to bind any of the parties.

13.10. Counterparts. This Agreement is made and executed in five (5) counterparts, each of which is considered to be an original of the Agreement.

13.11. Attorney's Fees. In the event of a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of such action from the non-prevailing party.

13.12. Captions, Gender and Number. The captions and headings of this Agreement are for convenience of reference only and shall not be used in any way in the interpretation of this Agreement. The singular and plural and the male, female and neuter gender shall each be taken to include the other where appropriate in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, effective as of the date first set forth above.

CITY OF TORRANCE,  
A California municipal corporation

SIMON PROPERTY GROUP, INC.  
a corporation dba The Del Amo  
Fashion Center, a Delaware corporation

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III

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