

Council Meeting of
July 26, 2011

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

Members of the Council:

SUBJECT: Approve a Revocable, Non-Exclusive License for the use of real property located north of the Torrance Courthouse at 555 Maple Ave, Torrance California (APN 7352-010-901)

RECOMMENDATION

Recommendation of the City Manager that City Council approve a Revocable, Non-Exclusive License (License) from the Administrative Office of the Courts (AOC or Licensor), an entity of the Judicial Branch of the Government of the State of California (Council), for use of vacant real property located north of the Torrance Courthouse at 555 Maple Ave, Torrance California (APN 7352-010-901).

Funding

This is a no-fee license. Funding for the development of the parcel will be addressed in the Capital Budget.

BACKGROUND/ ANALYSIS

The subject property was originally purchased as an expansion area for the court property located at 555 Maple Avenue. The site was the former Boise Cascade plant and was demolished several years ago. Budget constraints have slowed the plans to expand the court building leaving the site vacant and unimproved for several years.

City staff has been working with staff from the Administrative Office of the Courts to develop an interim use for the property as funding to develop the court property appears to be several years in the future. The City is always looking for areas to expand recreational uses, and the need for more organized sport use such as soccer fields are in demand. The proposed License will allow for the development of soccer fields and other sport uses on the approximately 6.2 acre site.

Staff will be developing a low cost approach to constructing the fields as the License is month-to-month and can be terminated with notice. The month-to-month nature of the License should not be an immediate deterrent to development as it appears that there

will be no funding for use of the property for several years. It is just the policy of the Licensor not to grant any term longer than month-to-month.

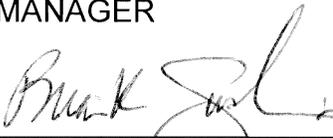
The License Agreement allows for the City to develop the property for recreational use and set schedules for those uses. It is anticipated that the lot would yield two adult soccer fields and other support structures. It should be noted that the License does not commit the City to a development dollar amount. If the City cannot secure funds for the intended use, the License allows for termination.

The License is set as a no-fee, so entering into it poses no financial risk to the City. Once secured, it allows for the development of a budget and funding sources to create the recreational use.

Respectfully submitted,

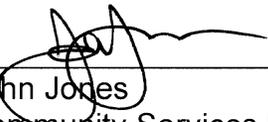
LeROY J. JACKSON
CITY MANAGER

By:

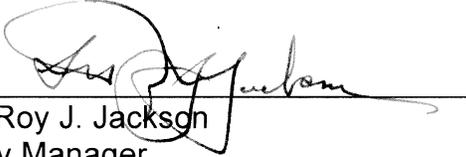


Brian K. Sunshine
Assistant to the City Manager

CONCUR:



John Jones
Community Services Director



LeRoy J. Jackson
City Manager

Attachment: Revocable, Non-Exclusive License for the Use of Real Property



**Judicial Council of California
 Administrative Office of the Courts
 Office of Court Construction and Management
 455 Golden Gate Avenue, San Francisco, CA 94102-3688**

REVOCABLE, NON-EXCLUSIVE LICENSE FOR THE USE OF REAL PROPERTY

In consideration of the mutual promises and covenants set forth herein, the Administrative Office of the Courts (“AOC” or “Licensor”), an entity of the Judicial Branch of the Government of the State of California, in its capacity as the staff agency to the Judicial Council of California (“Council”), hereby grants to the city of Torrance, a California Charter City (“Licensee”), a revocable, non-exclusive license (“License”) for use of the vacant real property described below (the “Property”), for the purpose described in this License and on the terms and conditions set forth below. In this License, the AOC and Licensee are sometimes individually referred to as a “Party” and together referred to as the “Parties.” For reference purposes only, the date of this License shall be July 1, 2011.

1. Description of Premises Licensed. The Property consisting of approximately 6.2 acres, north of the Torrance Courthouse located at 555 Maple Ave., Torrance, California (APN 7352-010-901) as shown on Exhibit “A.”

2. Commencement Date. This License shall commence on July 1, 2011 (“Commencement Date”), and shall continue until it is terminated as provided in section 3, below.

3. Termination. From and after the Commencement Date, each Party shall have the right and option to terminate this License, with or without cause, at any time by giving 30 days’ prior written notice of the termination of this License to the other Party. In addition to the foregoing, (i) the AOC shall have the right to terminate this License immediately in the event of an emergency that results in damage to, loss of, or an unsafe condition of the Property, as determined in the AOC’s sole discretion, (ii) this License shall immediately and automatically terminate upon the sale or other conveyance of the Property to a party other than the State of California, and (iii) the AOC shall have the right to terminate this License immediately if the Property is needed for judicial related purposes.

4. Name of Licensee: City of Torrance

Address: 3031 Torrance Boulevard
 Torrance, CA 90503

5. Purpose of License. The purpose of this License is to allow the Licensee to enter, occupy, and use the Property as multi-use athletic fields for use and scheduling by the City of Torrance, and for no other purpose whatsoever, subject to the terms, conditions, and restrictions set forth in this License. This License is personal to Licensee and does not grant the Licensee any ownership, leasehold, easement, or other real property interest or estate in the Property. In no event shall the Licensee represent itself or its operations in the Property as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Council, the AOC, the Superior Court of California, County of Los Angeles (“Court”) or any of their respective programs or operations.

6. Consideration. Consideration for this License is the Licensee’s full and timely compliance with the terms, conditions, and restrictions set forth in this License

7. Conditions.

7.1. *Compliance.* Any use made of the Property and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the AOC.

7.2. *Use.* Licensee’s use of the Property shall at all times be subject and subordinate to those necessary uses of the Court. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court and/or the County of Los Angeles (“County”) in the Torrance Courthouse and other buildings and parking lots adjacent to the Property. Licensee will assign one person to be responsible for all on-site activities taking place on the Property. This person will ensure enforcement of all AOC rules and regulations relating to the Property. The name of this person must be provided in writing to the AOC prior to use of the Property. This License does not include the use of the Court’s North Parking lot.

7.3. All utilities, i.e., water, sewage, and electricity, shall be provided by Licensee at its sole cost and expense

7.4. *Improvements.* The 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 AOC, which approval will be given or withheld in the sole discretion of the AOC, including the improvements listed in Exhibit D. Licensee shall make any improvements or alterations to the Property that are approved by the AOC in compliance with law and at the Licensee’s sole cost and expense. If Licensee and the AOC agree that Licensee shall or may at any time remove any AOC-approved improvements or alterations from the Property, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee, including the cost to repair any damage done to the Property in removing those improvements and alterations. Improvements or alterations to the Property that are not approved by the AOC, but that are nevertheless installed by or on behalf of the Licensee, may be removed by the AOC at the Licensee’s sole expense, including any costs associated with repair of any damage done to the Property in removing those improvements or alterations.

7.5. *“As-is.”* The Property is licensed to Licensee in its “As-is” condition and the AOC has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Property during the period of Licensee’s use of the Property.

7.6. *Laws and Regulations.* In the exercise of any privilege granted by this License, the Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations and requirements of governmental departments and bureaus. The Licensee must also comply with all AOC rules and regulations relating to the use of the Property that are provided to Licensee.

7.7. *Operation.* The Licensee shall confine its activities on the Property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Property, (ii) obstructing access to the Torrance Courthouse or any area or space within the Torrance Courthouse, (iii) interfering with the transaction of Court or County business in, or the convenience of the public in accessing and using, the Torrance Courthouse, (iv) jeopardizing the safety or security of persons or property on or in the Property, or (v) causing justifiable public criticism of Licensee’s activities conducted on the Property. Licensee shall at all times maintain the Property in a clean, sanitary, and orderly condition satisfactory to the AOC.

7.8. *Insurance.* The Licensee will, at all times during the period of Licensee’s use of the Property, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in Exhibit “C,” which is attached to and made a part of this License. Licensee shall ensure that no item brought, kept or permitted to be done upon or about the Property will in any way increase or affect the existing rate or coverage of fire or other insurance held by the AOC or the County.

7.9. *Damage.* Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Council, the AOC, or the Court is responsible in the exercise of the privilege granted by this License without the prior written consent of the AOC 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 AOC.

7.10. *Indemnification.* The Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the AOC), and save harmless the Council, the AOC, the Court, the County, and their respective elected and appointed officials, judicial officers, employees, and agents, from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation, damages related to decreases in the value of the Property and claims for damages or decreases in the value of any adjoining property (“Indemnified Loss”). Indemnified Loss will include, without limitation, court costs, penalties, fines, liens, judgments, consultants’ fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Council, the AOC, the Court, and/or the County, directly or indirectly arising from or related to the exercise by the Licensee, its officers, employees, agents, or invitees, of the privilege granted by this License, its or their use of the Property, or any other act or omission of the Licensee, including from any failure by Licensee to comply with the terms of this License. The Licensee’s obligation to defend will

commence immediately upon the assertion of any claim or demand for an Indemnified Loss by or against the Council, the AOC, the Court, or the County, that is tendered to Licensee, shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Council, the AOC, or the Court, or the County, or their respective elected and appointed officials, officers, employees or agents. Licensee's indemnification and defense obligations under this section shall survive the termination or expiration of this License.

7.11. *Licensee's Personal Property.* The Licensee will be solely responsible for any risk of loss, damage to, or destruction of the Licensee's personal property located on the Property. AOC shall not be responsible for any damage to or destruction of any personal property of Licensee, its employees or invitees, or for any compensation or claim for inconvenience, loss of business, or annoyance arising from the Licensee's loss of use of the Property or any such personal property. Any property of the Licensee installed or located on the Property must be removed promptly upon expiration, termination, or abandonment of this License. Any property of the Licensee not removed within that time may be removed, stored, or disposed of by the AOC at the expense of the Licensee.

7.12. *Expense.* Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.

7.13. *Future Requirements.* In addition to the terms of this License, the AOC shall have the right to impose reasonable rules and requirements for use of the Property from time to time, and the Licensee shall promptly and continuously comply with any such further rules and requirements as the AOC may hereafter impose and deliver to Licensee.

7.14. *Attempted Variations.* There shall be no variation or departure from the terms of this License without the prior written consent of the AOC.

7.15. *Surrender.* Upon the expiration or termination of this License, the Licensee shall surrender the Property to the AOC in the same condition as the Property was in when received by Licensee on the Commencement Date (ordinary wear and tear excepted), free from hazards, and clear of all debris. At such time, the Licensee shall remove all of its property from the Property, except as otherwise provided in this License or as otherwise agreed in writing by the AOC and the Licensee.

7.16. *Notices.* Any notices required or permitted to be given under the terms of this License must be in writing and may be: (a) personally delivered; (b) mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the AOC: Administrative Office of the Courts
 Office of Court Construction and Management
 Attention: Portfolio Administration Analyst
 455 Golden Gate Avenue, 9th Floor
 San Francisco, CA 94102
 Voice: 415-865-4053
 Fax: 415-865-8885

With a copy to: Administrative Office of the Courts
 Office of Court Construction and Management
 Attention: Manager, Real Estate
 455 Golden Gate Avenue
 San Francisco, CA 94102
 Voice: 415-865-4048
 Fax: 415-865-8885

In addition, all notices by the Licensee relating to termination of this Agreement or an alleged breach or default by the Council or the AOC of this License must also be sent to:

Administrative Office of the Courts
 Attention: Senior Manager, Business Services
 455 Golden Gate Avenue
 San Francisco, CA 94102
 Voice: 415-865-4090
 Fax: 415-865-4326

If to the Licensee: City of Torrance
 City Clerk
 3031 Torrance Boulevard
 Voice: 310-618-2870
 Fax: 310-618-2931

8. Rules of Conduct on the Property.

8.1. *No Disturbances.* The Licensee, its employees and invitees, shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Property, including entrances, exits, , and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance of their duties, or (ii) members of the public in transacting business or obtaining services provided on the Property, or (iii) other occupants of the Property, their employees and invitees, from accessing or using the Property.

8.2. *No Gambling.* The Licensee, its employees and invitees, shall refrain from conducting or participating in games for money or other personal property, the operation of

gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Property.

8.3. *Drug Free Environment.* The Licensee will not knowingly permit any person under the influence of any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" to enter upon the Property. The possession, sale, or use of any "controlled substance" (except when permitted by law) on the Property is prohibited.

8.4. *No Weapons and Explosives.* The Licensee, its employees and invitees, while on the Property shall refrain from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Property, except for permitted official purposes.

8.5. *No Smoking.* Smoking shall not be permitted on the Property at any time, and Licensee, its employees and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to the Property.

8.6. *Amplified Sounds.* Amplified sounds are not allowed on the Property during Court working hours.

8.7. *Maintenance.* At the conclusion of each and every use made of the Property, Licensee shall pick up trash and debris and deposit it into proper trash receptacles. The adjacent parking lots and any adjoining area affected by Licensee's use of the Property must also be picked up and cleared of all trash.

9. General Provisions.

9.1. *No Assignment.* This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity, nor shall the Licensee permit the use of any portion of the Premises by others without the prior written consent of the AOC, which consent will be given or withheld by the AOC in its sole discretion.

9.2. *Anti-Discrimination.* The Licensee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

9.3. *Governing Law.* This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.

9.4. *License Temporary in Nature.* The Licensee agrees that the rights herein are of a temporary, non-exclusive, non-possessory nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will the

Licensee have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.

9.5. *Relationship of the Parties.* The Licensee and the AOC hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between Licensee and any of the State, the Council, the AOC, the Court, or the County. Neither Licensee nor the AOC, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

9.6. *Certification of Authority to Execute this License.* The Licensee and the AOC each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License and Exhibit "A" hereto.

9.7. *No Relocation Assistance.* The Licensee acknowledges that upon any termination of this License, Licensee is not entitled to any relocation payment or advisory assistance of any type from the State of California, the Council, the AOC, the Court, or the County.

9.8. *Severability.* If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the Licensee and the AOC that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

ACCEPTED AND AGREED TO:

LICENSEE:

CITY OF TORRANCE,
a California Charter City

LICENSOR:

JUDICIAL COUNCIL OF CALIFORNIA,
Administrative Office of the Courts

By: _____
Frank Scotto
Mayor

By: _____
Grant S. Walker
Senior Manager, Business Services

Date: _____

Date: _____

ATTEST

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

By: _____
Sue Herbers
City Clerk

By: _____
Leslie G. Miessner
Supervising Attorney

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
JOHN L. FELLOWS III
City Attorney

Date: _____

EXHIBIT "A"

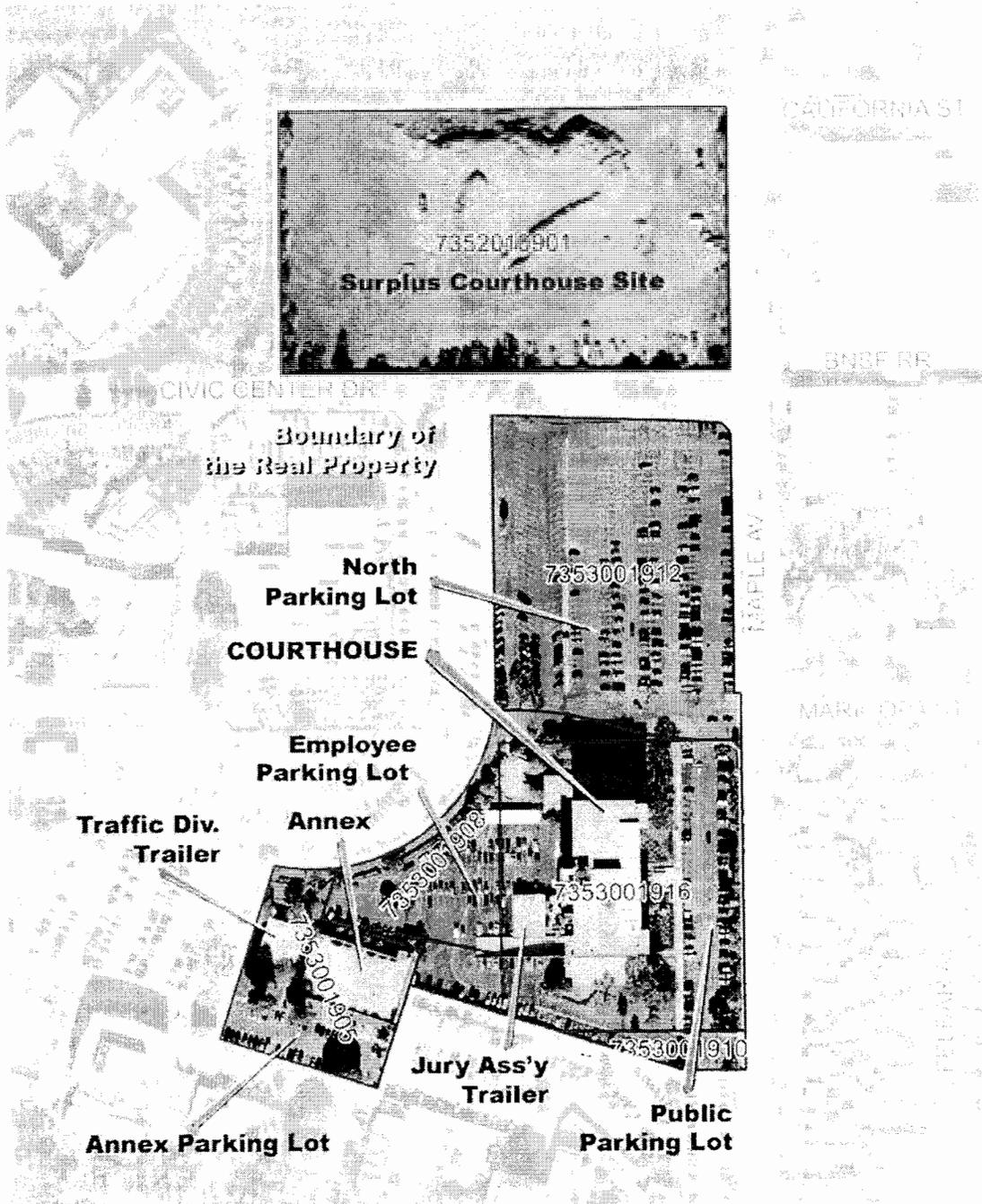


EXHIBIT "B"

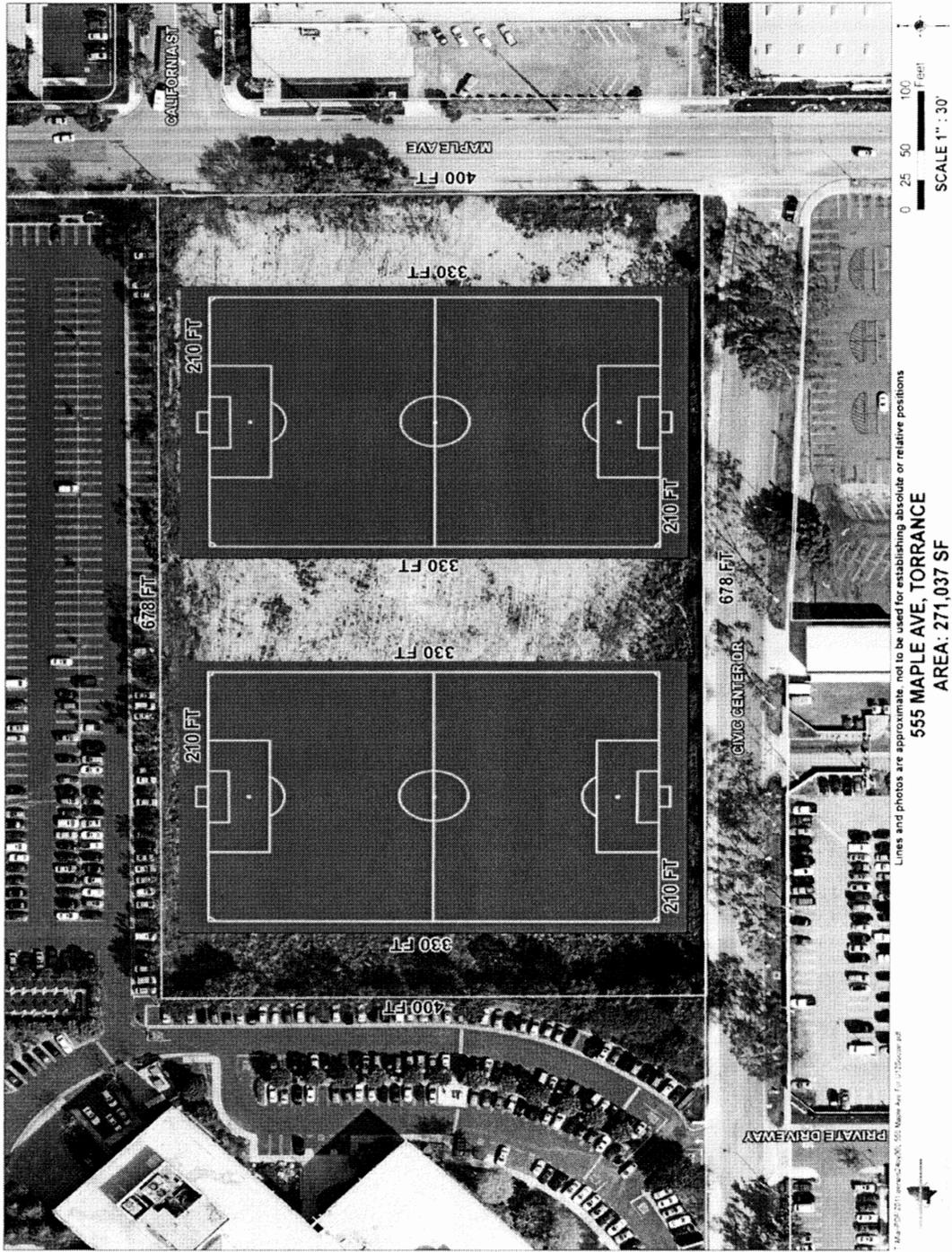


EXHIBIT "C"
Insurance Requirements

1. General Requirements

- A. During the period of time the Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are approved to do business in the State of California. Licensee's obligation to provide the insurance may be satisfied, in whole or in part, by any self-insurance or deductible maintained by the Licensee, or by Licensee's participation in a joint powers authority established for the purpose of pooling self-insured claims.
- B. If the insurance requirements of this Exhibit C are satisfied by commercial insurance or participation in a joint powers authority then before commencement of its use, Licensee will provide the AOC with certificates of insurance, on forms acceptable to the AOC, as evidence that all required insurance is in full force and effect. The certificates of insurance clearly indicate the following:
- C. That the State of California (State), Judicial Council of California (Judicial Council), AOC, Superior Court of California - County of Los Angeles, (Court) and the County of Los Angeles (County) including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; but only with respect to liability assumed by Licensee under the terms of this Agreement.
- D. That the insurance policy being referenced will not be materially changed or cancelled without 30 days notice to the AOC; and
- E. That the insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State, Judicial Council, AOC, Court or County, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
- F. The Certificates of Insurance shall be addressed as follows:

If to the AOC: Administrative Office of the Courts
 Office of Court Construction and Management
 455 Golden Gate Avenue, 8th Floor
 San Francisco CA 94102
 Attn: Risk Management Unit
 Fax: (415) 865-8885

- G. That the Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, AOC, County, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Premises.
- H. If the Licensee is self-insured for the risks otherwise covered by the required insurance policies, the Licensee will provide AOC, in a manner acceptable to the AOC, written evidence of financial responsibility for the financial consequences resulting from an indemnified loss as provided for under Section 7.9 of this License.
- I. Licensee shall provide the Certificate of Insurance, or evidence of self-insured financial responsibility, to the court contact at the time Licensee executes completed license agreement.

2. Insurance Requirements

Before the commencement of the use of the Property authorized by the terms of this License, Licensee will furnish to the AOC verification that the following insurance is in force:

- A. Commercial General Liability. Commercial General Liability Insurance written on an occurrence form with limits of not less than \$2,000,000 per occurrence, and a \$2,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.
- B. Commercial Automobile Liability. When an automobile is used in connection with the use of the Property, Automobile liability insurance with limits of not less than \$2,000,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with this License.

EXHIBIT "D"

The City seeks to create multi use grass fields to assist in meeting the demand for youth sports activities. The project will consist of a design phase, a construction phase, and an operational phase. Construction activities may include but are not limited to: demolition, grading and leveling, soil testing and preparation, soil amendment per agronomic soils report, irrigation installation, hydro seeding, general landscaping, utility installation, including lighting and restrooms, and soil/grass maintenance period. The operational phase may include but is not limited to: the installation of storage containers and portable restrooms, potential modifications to existing fencing including access way improvements, the purchase of portable sports equipment and sidewalk/curb improvements depending on design.