



INGLEWOOD, CALIFORNIA

Monday, June 11, 2018



Web Sites:

www.cityofinglewood.org
www.cityofinglewood.org/253/Successor-Agency
www.cityofinglewood.org/688/Housing-Authority
www.cityofinglewood.org/654/Finance-Authority
www.cityofinglewood.org/839/Parking-Authority

AGENDA CITY COUNCIL

MAYOR

James T. Butts, Jr.

COUNCIL

George W. Dotson, District No. 1
Alex Padilla, District No. 2
Eloy Morales, Jr., District No. 3
Ralph L. Franklin, District No. 4

CITY CLERK

Yvonne Horton

CITY TREASURER

Wanda M. Brown

CITY MANAGER

Artie Fields

CITY ATTORNEY

Kenneth R. Campos

OPENING CEREMONIES – 9:30 A.M.

Call to Order

Pledge of Allegiance

Roll Call

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Persons wishing to address the Inglewood City Council/Successor Agency/Housing Authority/Finance Authority on any item on today's agenda, other than the public hearings may do so at this time.

CONSENT CALENDAR

These items will be acted upon as a whole unless called upon by a Council Member.

1. ECONOMIC And COMMUNITY DEVELOPMENT DEPARTMENT

Staff report recommending approval of a Temporary License and Indemnity Agreement with Murphy's Bowl LLC for the properties located at 3939 W. 102nd Street (AIN No. 4032-001-903) and 3921 W. 102nd Street (AIN No. 4032-001-911).

Documents:

1.PDF

ADJOURNMENT CITY COUNCIL

In the event that today's meeting of the City Council is not held, or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regularly scheduled City Council meeting. If you will require special accommodations, due to a disability, please contact the Office of the City Clerk at (310) 412-5280 or FAX (310) 412-5533, One Manchester Boulevard, Fourth Floor, Inglewood City Hall, Inglewood, CA 90301. All requests for special accommodations must be received 72 hours prior to the day of the Council Meetings.

*** No Accompanying Staff Report at the Time of Printing**
**** Serves in that Capacity for Successor Agency, Housing Authority, Finance Authority and Parking Authority**



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: June 11, 2018

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Temporary License and Indemnity Agreement with Murphy's Bowl LLC

RECOMMENDATION:

It is recommended that the Mayor and Council Members approve a Temporary License and Indemnity Agreement with Murphy's Bowl LLC for the properties located at 3939 W. 102nd Street (AIN No. 4032-001-903) and 3921 W. 102nd Street (AIN No. 4032-001-911) for a fee of \$100.

BACKGROUND:

On August 15, 2017, the City, Inglewood Successor Agency and Inglewood Parking Authority approved an Amended and Restated Exclusive Negotiating Agreement (ENA) with Murphy's Bowl LLC concerning the proposed potential acquisition of various parcels of real properties located in the City of Inglewood to facilitate the proposed development of a premier and state-of-the-art National Basketball Association professional basketball arena consisting of approximately 18,000 to 20,000 seats and ancillary uses.

DISCUSSION:

Murphy's Bowl LLC requests a Temporary License and Indemnity Agreement to host and conduct a private informational press briefing to be attended by certain invited members of the press along with certain other invited guests.

The Agreement will commence at 12:01 a.m. on June 12, 2018, and will terminate automatically at 11:00 p.m. on June 12, 2018.

FINANCIAL/FUNDING ISSUES AND SOURCES:

There is no fiscal impact associated with this item. Upon identification of the account code, the \$100 fee will be deposited into said account.

LEGAL REVIEW VERIFICATION:

Administrative staff has verified that the legal documents accompanying this report has been prepared by, reviewed and approved by Legal Counsel.

FINANCE REVIEW VERIFICATION:

Administrative staff has verified that there is no fiscal impact associated with this item.

DESCRIPTION OF ANY ATTACHMENTS:

Attachment 1: Draft Temporary License and Indemnity Agreement with Murphy's Bowl LLC

APPROVAL VERIFICATION SHEET

PREPARED BY:

Christopher E. Jackson, Sr., Sr. Economic and Community Development Director

COUNCIL PRESENTER:

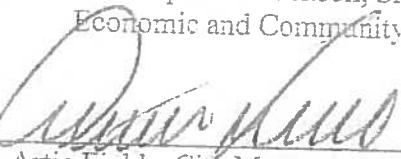
Christopher E. Jackson, Sr., Sr. Economic and Community Development Director

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., Director
Economic and Community Development Department

CITY MANAGER APPROVAL:



Artie Fields, City Manager

TEMPORARY LICENSE AND INDEMNITY AGREEMENT

THIS TEMPORARY LICENSE AND INDEMNITY AGREEMENT ("Agreement") is made and entered into as of this _____ day of June, 2018, by and between MURPHY'S BOWL LLC, a Delaware limited liability company (hereinafter referred to as the "Licensee"), whose address is P.O. Box 1558, Bellevue, WA 98009-1558 and CITY OF INGLEWOOD, a municipal corporation (hereinafter referred to as "Licensor").

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. On and about August 25, 2017 Licensor, Licensee, the City of Inglewood as the Successor Agency to the Inglewood Redevelopment Agency (the "Successor Agency") and the Inglewood Parking Authority entered into an Amended and Restated Exclusive Negotiating Agreement ("ENA").

B. In furtherance of the ENA, Licensee has requested permission to enter onto and use certain Licensor-owned parcels of real property located within the "Proposed Study Site Area" (as defined in the ENA) and more specifically identified as 3939 W. 102nd Street (AIN: 4032-001-903) and 3921 W. 102nd Street (AIN: 4032-001-911)(collectively, the "Property") for the sole purpose of hosting and conducting thereon a private "Informational Press Briefing" (hereinafter referred to as the "Press Briefing") to be attended by certain invited members of the press as well as certain other invited guests of the Licensee. The Property is illustrated on the "Property Map" attached hereto as Exhibit "A" and fully incorporated herein by this reference.

C. Pursuant to such request, Licensor, as the owner of the Property, is willing to enter into this Agreement providing for a temporary license to Licensee to host and conduct the Press Briefing on the Property subject to certain terms and conditions established in this Agreement.

D. Licensee is also willing to enter into this Agreement and enter onto and use the Property for the purpose of hosting and conducting the Press Briefing thereon subject to the terms and condition set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the parties herein contained, and for other good and valuable consideration, the parties hereby agree as follows:

AGREEMENT

1. Temporary License. For valuable consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is acknowledged by Licensor, Licensor hereby grants Licensee and its representatives, agents and invited guests (the "Authorized Parties") a temporary license to

enter onto the Property (the "Temporary License") for the purpose of holding and conducting the Press Briefing as described in the above Recitals; pursuant to which, the Authorized Parties shall be granted access to the Property. All Authorized Parties entering onto the Property pursuant to this Agreement shall do so at their own risk. Except as otherwise permitted and approved in writing by Licensor, no other media involvement or other publicity or advertising or un-Authorized Parties shall be authorized or permitted to enter onto the Property.

2. Term of Agreement. Subject to Section 3 below, this Agreement shall commence at 12:01 a.m. on June 12, 2018 (the "Commencement Time"), and shall terminate automatically at 11:00 p.m. on June 12, 2018 (the "Termination Time").

3. Termination of Temporary License and this Agreement. Licensor's consent and authorization for the Authorized Parties to enter onto the Property for the purpose of hosting and conducting the Press Briefing shall immediately terminate on the Termination Time. Termination of this Temporary License shall also constitute termination of this Agreement. Such termination shall not in any way prejudice any of the rights and remedies available to Licensor at law or in equity, and Licensee acknowledges and agrees that all of the obligations and responsibilities of Licensee under this Agreement shall continue and survive the termination of the Temporary License and this Agreement.

4. Use of the Property. Licensee shall use the Property solely for the purpose of hosting and conducting the Press Briefing as described in Recital A above in a safe and secure manner. In this regard, Licensee shall be authorized to provide and use tents, lighting, staging and risers, seating, generators, portable bathrooms and parking for the Authorized Parties. Licensee, at its sole cost and expense, shall obtain all governmental permits and authorizations which may be required from any applicable governmental authorities with respect to Licensee's temporary use of the Property. Licensee acknowledges and agrees that neither Licensor nor Successor Agency, nor any agent of the Licensor or Successor Agency has made any representations or warranties with respect to the Property including, without limitation, the suitability or fitness thereof for Licensee's permitted use or for any other purpose.

5. Surrender of Property. Upon the termination of the Temporary License and this Agreement, Licensee shall, at its sole cost, promptly restore any and all physical damage or injury caused to the Property and shall return the Property to the condition existing prior to Licensee's use.

6. Assignment. Licensee may not assign the Temporary License or this Agreement in whole or in part without the prior written consent of Licensor, which consent may be withheld by Licensor in its sole and absolute discretion.

7. Liens. Licensee shall keep and cause its agents, vendors, contractors and subcontractors to keep the Property free and clear of all mechanics', materialmen's and other liens resulting from

or relating to the exercise of the rights granted to Licensee under this Agreement.

8. Liability Insurance. At all times during the term of the Temporary License and this Agreement, Licensee shall provide and keep in force a policy of Commercial General Liability insurance covering Licensor and Successor Agency (as additional insureds) for liability for property damage and personal injury. This insurance shall be carried by one or more insurance companies having a Best's Insurance Guide Rating of A+ (or better) selected by Licensee and shall be paid for by Licensee. The insurance provided pursuant to this paragraph shall be as follows: (a) commercial general liability insurance and property damage insurance, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, together with an additional \$1,000,000 umbrella coverage and (b) commercial auto liability insurance with a combined single limit of not less \$1,000,000 limit for bodily injury and property damage liability, together with an additional \$1,000,000 umbrella coverage. Prior to entry onto the Property, Licensee shall furnish Licensor and Successor Agency with a certificate of such policies of insurance, naming both Licensor and Successor Agency as additional insureds. Licensee shall cause its insurer to notify Licensee immediately should there be a cancellation of such insurance prior to or during the term of the Temporary License and this Agreement.

9. Indemnification; Restoration of Property. Licensee shall indemnify, defend, protect and hold Licensor and Successor Agency harmless from and against all claims, causes of action, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and costs) caused by or arising in connection with the exercise of the rights granted to Licensee under this Agreement or, in connection with the entry onto and use of the Property by the Authorized Parties. Licensee's indemnification and defense obligations pursuant to the foregoing shall apply to, without limitation, (i) personal injury (including, without limitation, sickness, disease or death), property damage and nuisance; (ii) any pollution or contamination, but only to the extent that the Authorized Parties shall have contributed to or exacerbated any condition on the Property with respect to the presence of chemicals, petroleum products, hazardous materials or other controlled or regulated substances (including, without limitation, any investigation, repair, clean-up, remediation and treatment); (iii) any liens, claims, demands, actions or suits arising from any work performed or materials supplied in connection with the exercise of the rights granted to Licensee under this Agreement; and (iv) any costs of enforcement of any provision of this Agreement. Licensee hereby agrees to restore the Property back to its original condition upon the termination of the License established by this Agreement.

10. Notices. All notices given pursuant to or in connection with this Agreement shall be in writing and shall be transmitted either by personal delivery, or a nationally recognized overnight courier which keeps receipts of delivery (such as Federal Express). Notices shall be effective upon delivery, if delivered by personal delivery or overnight courier, or three (3) business days after mailing, if mailed in accordance with the above. Notices to the respective parties shall be sent to the following addresses, unless written notice of a change of address has been previously given pursuant hereto:

17077.001 4815-3709-6296.2

To Licensor: City of Inglewood
One W Manchester Blvd
Inglewood, CA 90301
Attention: Artie Fields, Executive Director

To Licensee: Murphy's Bowl, LLC
P.O. Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan

With a copy to: Murphy's Bowl
c/o SPI Holdings
88 Kearny Street, Suite 1818
San Francisco, CA 94108
Attention: Dennis J. Wong

Wilson Meany
Four Embarcadero Center, Suite 3330
San Francisco, CA 94111
Attention: Chris Meany

11. Authority. Each signatory hereto warrants to the other party its authority to sign on behalf of the party for whom it purports to sign.

12. Waiver of Responsibility. Licensor shall not be liable for, and Licensee waives and releases all claims for loss or damage to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Property or any part thereof. Licensee agrees to use and occupy the Property and all portions thereof as Licensee is herein authorized and given the right to use, at Licensee's own risk, and Licensee hereby assumes the full risk and responsibility for loss, destruction or damage occurring to the Property as a result of such use.

13. Waiver of Right of Recovery. Licensee hereby releases and waives all right of recovery which it might otherwise have against Licensor for damage, injury or other occurrence no matter how caused, to the extent that the same is covered by Licensee's insurance (assuming no deductible), or which would have been covered had Licensee complied with the requirements of Paragraph 8.

14. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the Temporary License established herein and supersedes all prior discussions, negotiations, understandings or agreements relating thereto.

15. No Oral Modification. No alteration or variation of this Agreement shall be valid or

17077.001 4815-3709-6296.2

binding unless made in writing and signed by the parties hereto.

16. Successors and Assigns. Licensee may not assign any of its rights under this Agreement, either voluntarily or by operation of law, without Licensor's prior written consent. No assignment by Licensee shall release Licensee from any liability under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

18. Counterparts. This Agreement may be executed in counterpart signature pages which, when attached to this Agreement, shall constitute one fully executed document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"LICENSOR"

CITY OF INGLEWOOD,
a municipal corporation

By: _____
James T. Butts, Jr., Mayor

"LICENSEE"

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____
Brandt Vaughn, Manager

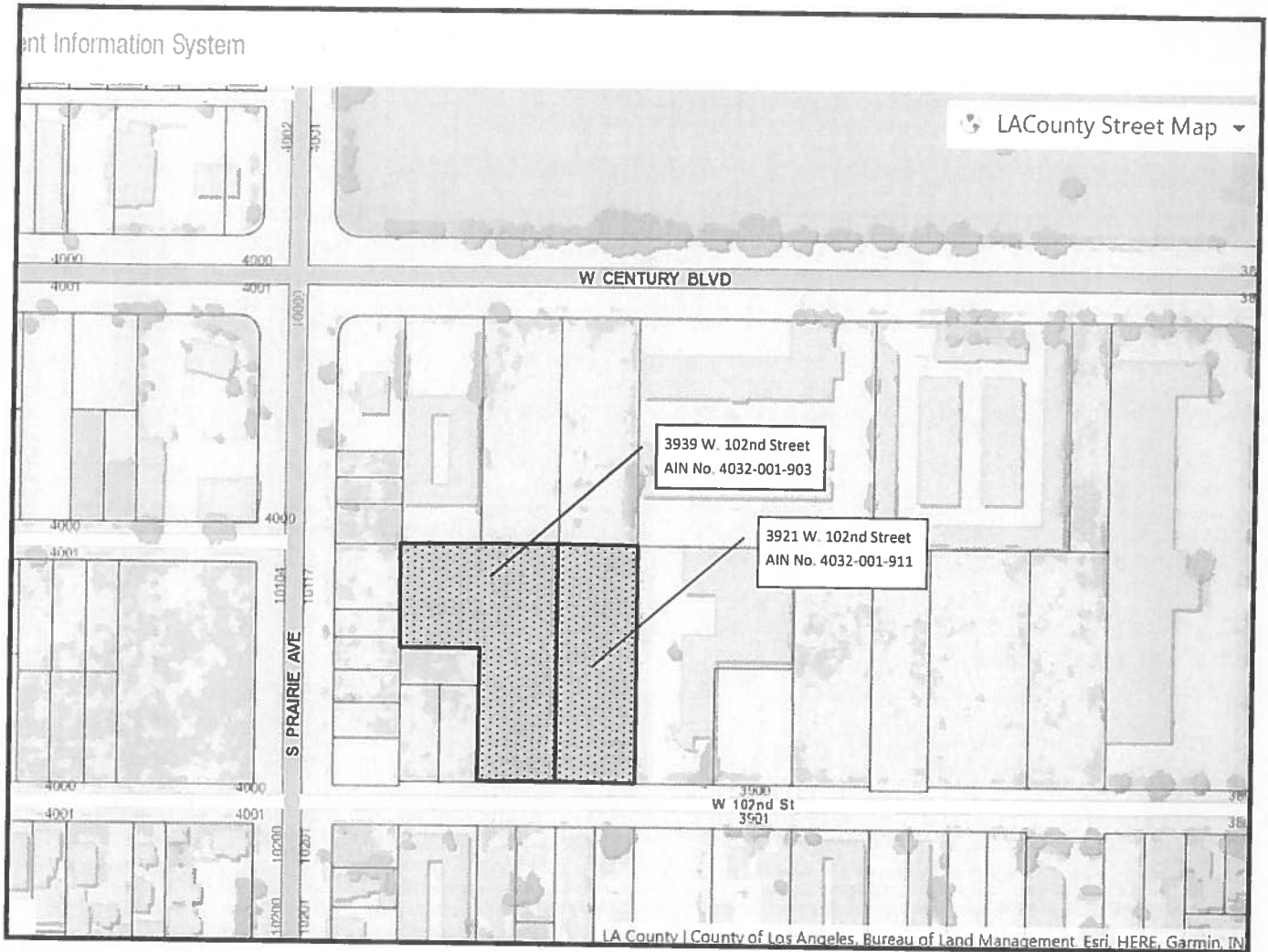
EXHIBIT "A"

PROPERTY MAP

[Behind this Page]

Exhibit "A"

PROPERTY MAP



Legends



Subject Parcels