DATE: May 9, 2023

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Lease Agreement with Murphy’s Bowl, LLC for Temporary Parking at 3729 W. 104th Street, Inglewood, California 90303

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve a Lease Agreement with Murphy’s Bowl, LLC (Murphy’s Bowl) for temporary parking at 3729 W. 104th Street, Inglewood, California 90303.

BACKGROUND:
The City was recently approached by Murphy’s Bowl to lease City property located at 3729 W. 104th Street, Inglewood, California 90303 in order to provide temporary parking for residents of 3835 W. 104th Street, Inglewood, California 90303, whose vehicles will be displaced by a carport improvement project. Murphy’s Bowl will demolish and replace the residential carport due to its proximity to the new NBA arena currently under construction.

DISCUSSION:
The subject property is the former City Well No. 6 site, which is vacant and used for the storage of public works related equipment, materials, and parking of vehicles.

As part of the terms of the lease, Murphy’s Bowl will do the following:

- Pay a monthly rental fee of Five Hundred Dollars ($500) for ten (10) resident vehicles and a security guard vehicle to park on the Property.
- Provide one security guard on the Property 24 hours a day, 7 days a week to ensure that only residents of 3835 W. 104th Street, Inglewood, California 90303 are allowed to park their vehicles on the Property.
- Provide placards to be displayed on all vehicles parked on the Property.
- Ensure that vehicles do not block the driveway nor impair City employees’ access to any equipment, materials and other items stored on the Property by the City.
- Provide a temporary restroom, hand wash station, and trash receptacle on the Property for the security guard’s use. The leasee may also provide a canopy, table, and chair for the security guard’s use.

The lease will terminate on July 31, 2023, unless extended by mutual agreement.
FINANCIAL/FUNDING ISSUES AND SOURCES:
The approval of this agreement will result in $500 per month revenue to the City, which will be deposited into Account Code No. 001.001.0101.7201 (Other Revenues).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment 1: Lease Agreement

PREPARED BY:
Christopher E. Jackson, Sr., Economic and Community Development Director

COUNCIL PRESENTER:
Christopher E. Jackson, Sr., Economic and Community Development Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Christopher E. Jackson, Sr., ECD Dept. Director

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT NO. _____

THIS LEASE AGREEMENT is made and entered into this ___ day of ____________, 2023, by and between the City of Inglewood, a municipal corporation and charter city ("City"), One Manchester Boulevard, Inglewood, California 90301 and Murphy's Bowl LLC ("MB" or "Licensee"), with an office at 3930 W. Century Boulevard, Inglewood, California 90303.

WHEREAS, the City owns real property located at 3729 W. 104th Street, Inglewood, California 90303 (hereinafter "Property"); and

WHEREAS, the Property is the site of former City Well No. 6 which is currently a vacant lot used for the storage of equipment, materials, and parking of vehicles; and

WHEREAS, MB desires to rent a portion of the Property to provide temporary parking for residents of 3835 W. 104th Street, Inglewood, California 90303, whose vehicles will be displaced by a carport improvement project; and

WHEREAS, the City and MB desire to enter this lease agreement for parking spaces on the Property;

NOW, THEREFORE in consideration of the mutual covenants and conditions herein contained, and for good and valuable consideration, the City and MB (collectively referred to as the "Parties") mutually agree as follows:

1. TERM. The Term of this Agreement shall commence on the date first written above ("Commencement Date") and end on July 31, 2023, inclusive. The parties may extend this agreement in writing if necessary.

2. GRANT OF LICENSE. City hereby grants to MB a license to use a portion of the Property for the duration of the Term to park vehicles subject to the License Fee and Conditions below.

3. LICENSE FEE AND CONDITIONS.

In exchange for the license to park vehicles on the Property throughout the Term of this Agreement, Licensee shall abide by the following:

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a. Pay a monthly rental fee of Five Hundred Dollars ($500) for ten (10) resident vehicles and a security guard vehicle to park on the Property. If the Commencement Date is not the first day of a calendar month, the monthly fee shall not be prorated for that calendar month. Monthly payments shall be made on no later than the 5th day of each month, or within five days of the Commencement Date, payable to the City of Inglewood.

b. Provide one security guard on the Property 24 hours a day, 7 days a week. The security guard shall ensure that only residents of 3835 W. 104th Street, Inglewood, California 90303 and the security guard are allowed to park their vehicles on the Property pursuant to this Agreement. All vehicles parked on the Property pursuant to this Agreement shall display a visible placard. Vehicles shall not block the driveway nor impair City employees’ access to any equipment, materials and other items stored on the Property by the City.

c. Provide a temporary restroom, hand wash station, and trash receptacle on the Property for the security guard’s use. Licensee may also provide a canopy, table, and chair for the security guard’s use.

4. CONDITION OF THE PROPERTY.

The Property is the location of former City Well No. 6, and is currently a partially paved vacant lot, used for the storage of equipment, materials and parking of vehicles, and has mounds of dirt. City shall deliver the Property to MB’s use in its “as is” and “where as” condition with parking spaces pursuant to this Agreement. This Agreement does not prevent the City from entering the Property for any reason and at any time at City’s sole discretion.

City makes no representations or warranties with respect to whether the Property (i) has any infrastructural or structural defects, whether apparent or hidden, or (ii) is in disrepair including, without limitation, loose railings, rotting wood, leaking pipes, inadequate drainage, inadequate ventilation, malfunctioning equipment, sinkholes,
spalling concrete, exposed rebar, wires, plumbing, pipes or beams, or cracked walls, floors or ceilings, or (iii) has any marked parking spaces.

City shall provide Licensee within two (2) keys or code for gate access so Licensee's security guard may let the residents enter and exit the Property to park their vehicles. Licensee shall return all keys issued, if any, at the end of the Term.

5. **COMPLIANCE WITH APPLICABLE LAWS.** City and MB, at their own expense, shall comply with all applicable federal, state, and local laws, rules, and regulations.

6. **REPRESENTATIONS AND WARRANTIES**
   a. Mutual. Each party represents and warrants that to the other that: (i) it has the full power, authority and legal right to enter into and perform this Agreement; and (ii) this Agreement is a legal, valid, and binding obligation on such party, fully enforceable against it.
   b. City. City represents, warrants, and covenants that (i) City owns in fee simple the Property and has received all approvals and consents, if any, required to permit MB to use the Property as set forth in this Agreement, (ii) the Property is zoned for parking, (iii) City will make no use of the Property or take any action inconsistent with the MB's use of the Property during the Term, (iv) City, despite having no obligation hereunder to undertake or perform any independent investigation of the Property, is not aware of any hazardous conditions or materials at, in, or on the Property that would hinder or prevent MB's use of the Property or that would create a hazard for the individuals and personal property that will be present on the Property during the Term.
   c. MB. MB represents, warrants, and covenants that MB will make no use of the Property or take any action inconsistent with MB's permitted use during the Term.

7. **INSURANCE**

MB shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in
connection with the use of the Property as a parking lot by MB, its agents, representatives, employees, subcontractors and guests. The cost of such insurance shall be borne by MB. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Agreement.

**Minimum Scope and Limit of Insurance**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

**Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

**Garagekeeper’s Liability Insurance:** This insurance is required if MB’s CGL Insurance does not provide coverage for the vehicles that will be parked on the Property pursuant to this Agreement. The amounts shall meet the CGL requirements above.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or
operations performed by or on behalf of the Consultant including materials, parts, or
equipment furnished in connection with such work or operations. General liability
coverage can be provided in the form of an endorsement to the Consultant’s insurance
(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33,
or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, MB’s insurance coverage shall be
primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects
the City, its officers, officials, employees, and volunteers. Any insurance or self-
insurance maintained by the City, its officers, officials, employees, or volunteers shall be
excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be
canceled, except with notice to the City.

Waiver of Subrogation

MB hereby grants to the City a waiver of any right to subrogation which any
insurer of said MB may acquire against the City by virtue of the payment of any loss
under such insurance. MB agrees to obtain any endorsement that may be necessary to
affect this waiver of subrogation, but this provision applies regardless of whether or not
the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City
may require MB to purchase coverage with a lower retention or provide proof of ability
to pay losses and related investigations, claim administration, and defense expenses
within the retention. The policy language shall provide, or be endorsed to provide, that
the self-insured retention may be satisfied by either the named insured or the City.

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Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-maintained basis:

1. The Retroactive Date must be shown and must be before the date of the contractor the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

MB shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the MB’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

MB shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and MB shall ensure that the City is an additional insured on insurance required from subcontractors.
Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. NO BAILMENT AND INDEMNIFICATION

It is expressly understood by the Parties that no contract of bailment is intended or created. City shall not be liable for loss of or damage to any vehicle, any contents of such vehicle, or accessories to any such vehicle parked on the Property, resulting from fire, theft, vandalism, accident, conduct of other users of the Property and other persons, or any other casualty or cause. Further, MB understands and agrees that: (1) City is not required to provide any traffic control, security protection, or operator for Property; (2) MB uses the Property at its own risk; and (3) City shall not be liable for personal injury, death, theft, or loss of, or damage to, property.

MB, and all parties to the joint venture, shall jointly and severally, hold harmless, defend and indemnify the City and its officers, officials, agents, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with MB’s lease of the Property or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which has been caused by the sole negligence or willful conduct of the City.

9. TERMINATION

For Breach. Either party may terminate this Agreement in the event that the other party breaches this Agreement and fails to promptly remedy such breach within seventy-two (72) hours after receipt of written notice from the other party. However, notwithstanding the foregoing, the liability and indemnification provisions of this Agreement shall survive any such termination.

For Convenience. The City reserves and has the right and privilege of immediately terminating this Agreement, with or without cause, at any time, by
providing written notice to the MB. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination.

10. **NOTICES.** Any notices required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

<table>
<thead>
<tr>
<th>City:</th>
<th>MB:</th>
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<tbody>
<tr>
<td>City of Inglewood</td>
<td>Murphy’s Bowl LLC</td>
</tr>
<tr>
<td>Attn: Chris Jackson</td>
<td>Attn: Brandt Vaughan</td>
</tr>
<tr>
<td>1 W. Manchester Blvd.</td>
<td>10400 NE 4th Street, Suite 3000</td>
</tr>
<tr>
<td>Inglewood, CA 90301</td>
<td>Bellevue, WA 98004</td>
</tr>
</tbody>
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**With Copy to:**

<table>
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<tr>
<td>City of Inglewood</td>
<td>Murphy’s Bowl LLC</td>
</tr>
<tr>
<td>City Clerk’s Office</td>
<td>Attn: Alex Winsberg</td>
</tr>
<tr>
<td>1 W. Manchester Blvd.</td>
<td>3930 W. Century Boulevard</td>
</tr>
<tr>
<td>Inglewood, CA 90301</td>
<td>Inglewood, CA 90303</td>
</tr>
</tbody>
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11. **MISCELLANEOUS**

Interpretation. The Parties waive any benefit from the principle of *contra proferentum* and interpreting ambiguities against the drafter. No party shall be deemed to be the drafter of this Agreement, or of any particular provision hereof, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of such part.

Titles. Article titles, paragraph titles, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one
and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

Severability. If any provision of this Agreement is to any extent illegal, invalid, or incapable of being enforced, such provision shall be deemed severable and excluded from this Agreement to the extent of such illegality, invalidity or unenforceability; and the remainder of this Agreement shall continue in full force and effect unless the application of this severability provision should render a material term of this Agreement meaningless, in which case the entire Agreement is void.

IN WITNESS WHEREOF, the CITY and MB, have executed this Lease as of the date first above written.

LESSOR:  
CITY OF INGLEWOOD

LICENSEE:  
MURPHY’S BOWL LLC

Signed: 5/1/2023
Brandt Vaughan, Manager

ATTEST  
Aisha L. Thompson, City Clerk

APPROVED AS TO FORM  
Kenneth R. Campos, City Attorney