DATE: July 23, 2019

TO: Mayor and Council Members

FROM: Economic and Community Development

SUBJECT: Approve and Authorize Execution of a License Agreement with Jackson Limo Service, LLC

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve and authorize execution of a Licensing Agreement with Jackson Limo LLC.

BACKGROUND:
Jackson Limo Service, LLC (Jackson Limo) has requested the City to enter into a License Agreement (Agreement) providing for the use of a portion of a certain City-owned lot located at 3921 West 102nd Street for vehicle parking on an interim basis. The subject City-owned lot is a part of the “Study Area Site” contained in the Amended and Restated Exclusive Negotiating Agreement by and among the City of Inglewood, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority and Murphy’s Bowl LLC; pursuant to which, Murphy’s Bowl LLC has indicated to the City its consent to the interim vehicle parking use as provided in the proposed License Agreement.

DISCUSSION:
The terms of the proposed Agreement provide for such interim parking on a month-to-month basis at a license fee of $1,335.15 per month and contains the standard City insurance and indemnity requirements.

FINANCIAL/FUNDING ISSUES AND SOURCES:
There proposed License Agreement will not result in any cost to the City and the license fee will be deposited into the City’s Reserve Account.

LEGAL REVIEW VERIFICATION: ☑
Administrative staff has verified that the legal documents accompanying this report have been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION: N/A
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment 1 – Licensing Agreement
APPROVAL VERIFICATION SHEET

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

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

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

CITY MANAGER APPROVAL:
Artie Fields, City Manager
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is entered into as of the ___ day of June 2019 (the “Effective Date”), by and between JACKSON LIMO SERVICE, L.L.C., a Nevada limited liability company, dba MKG Professional Services, (“Licensee”), and THE CITY OF INGLEWOOD, a municipal corporation (“Licensor”).

RECITALS

A. Licensor is the owner of certain real property located on 3921 West 102nd Street, in the City of Inglewood, California, 90303, as depicted and shown on Exhibit “A” attached hereto and incorporated herein (the “Property”);

B. Licensee desires that Licensor grant Licensee a license for the non-exclusive use of that portion of the Property consisting of Seven Thousand Four Hundred and Fifty-Two (7,452) square feet as generally depicted on the Property and shown on Exhibit “B” attached hereto and incorporated. (the “Parking Area”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. GRANT OF LICENSE: LICENSE FEE. Subject to all terms and conditions contained within this Agreement, Licensor hereby grants to Licensee a license (hereinafter the “License”) for the non-exclusive use of the Parking Area to park vehicles as set forth herein, for a period of thirty (30) calendar days (the “Initial Term”) commencing on the Effective Date of this Agreement. The Initial Term of this Agreement shall automatically extend for thirty (30) subsequent and successive calendar days unless either party shall give written notice to the other of its election to terminate this Agreement. In the event of a written termination request by either party, this Agreement shall terminate thirty (30) calendar days following the receipt by the other party of the written notice. Licensee shall pay to Licensor, in exchange for the License, a fee (the “License Fee”) in the amount of One Thousand Three Hundred Thirty-Five Dollars and Fifteen Cents ($1,335.15) per month, payable in advance on or before the Effective Date and each subsequent extension thereof. In the event the date of termination of this Agreement is not the last day of the Initial Term or an extension period, the License Fee shall be prorated based on the number of days in such period through the date of termination, and Licensor shall promptly reimburse Licensee for any portion of the License Fee which relates to periods after the date of termination.
3. **CONDITIONS OF LICENSE.** In addition to all other terms and conditions of this Agreement, the Licensee shall be subject to the following terms and conditions:

(a) This Agreement is neither a lease nor a bailment. Accordingly, Licensee shall have no leasehold rights in and/or to the Property, nor shall Licensor owe any duty or obligation whatsoever to Licensee in connection with the maintenance of the Property and/or safekeeping of Licensee or any property of Licensee on the Property.

(b) Licensee’s rights under this License are limited solely to the use of the Property for vehicular parking. Licensee shall have no rights pursuant to this Agreement or the License granted hereunder to use, and Licensor shall not use or permit the Property to be used for any purpose other than the purpose expressly set forth in this subparagraph.

(c) The License granted under this Agreement is not coupled with an interest, and is revocable at any time in accordance with paragraph 2, above.

(d) Licensor shall have no liability for any damage to person or property on the Property, or in connection with Licensee’s use thereof, nor shall Licensor have any duty or obligation concerning or in connection with the maintenance of the Property or the safekeeping of person or personal property located thereon. Furthermore, Licensor shall have no liability for any damage either to person or property for any reason whatsoever, including, without limitation, any liability or damage arising out of or in connection with the Property or any part thereof or any appurtenances thereto being out of repair or any act or neglect of Licensor or any other person.

(e) Licensee hereby indemnifies, and holds Licensor and its agents, officers, affiliates, partners, and employees (collectively, the “Licensor’s Authorized Parties”) harmless from and against any and all costs, expenses, liabilities, claims, demands, and damages whatsoever incurred, imposed, or made upon Licensor or its agents, officers, affiliates, partners, or employees (including, but not limited to, attorneys’ fees and court costs incurred at the trial and all appellate levels), as a result of or arising out of, whether directly or indirectly, any acts or omissions of Licensee, or in any way arising out of or in connection with the use of the Property by Licensee.

(f) Licensee shall have no right whatsoever to make any alterations or improvements to the Property, and is hereby prohibited from making any such alterations or improvements, including, without limitation, the posting of any signage thereon, or any changes to the Property. Licensee shall have the right to secure the Property, including the installation of any fence, gate or lock thereon.

(g) Notwithstanding anything to the contrary herein, Licensee shall not dispose of any materials on the Property which may be classified as hazardous or toxic in nature under any applicable federal, state, or local laws, rules, regulations or ordinances.

(h) At all times during the term of 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 by a cancellation of such insurance prior to or during the term of the Temporary License and this Agreement.

(i) 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.

(j) Upon the expiration or sooner termination of this Agreement, Licensee shall (a) remove all vehicles, equipment or any other property of Licensee placed on the Property by or through Licensee, and/or (b) repair any and all damage to the Property caused by Licensee's use thereof.

4. NOTICES. Any notices under this Agreement shall be delivered to the applicable party at the following addresses:

If to Licensee:    MKG Professional Services
                  111 North La Brea
                  Suite 626
                  Inglewood, CA 90301
                  Attn: Marylyn Tavai
If to Licensor: City of Inglewood
One Manchester Boulevard
Ninth Floor
Inglewood, CA 90301
Attn: Artie Fields, City Manager

with a copy to: City Attorney’s Office
One Manchester Boulevard
Eighth Floor
Inglewood, California 90301
Attn: Kenneth R. Campos, City Attorney

Kane, Ballmer and Berkman
515 S. Figueroa Street, Suite 780
Los Angeles, CA 90071
Attention: Royce K. Jones, Esq.

5. **MISCELLANEOUS.** This Agreement shall be governed by the following additional provisions:

   (a) Licensee’s rights hereunder are not assignable, or transferable in any way, and are personal to Licensee.

   (b) This Agreement shall be construed and enforced in accordance with the laws of the State of California.

   (c) In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and expenses incurred at the trial and all appellate levels.

   (d) This Agreement represents the entire understanding of the parties in connection with the subject matter hereof, and may not be modified nor amended except by writing executed in accordance with the same formalities as this Agreement.

   (e) This Agreement may not be recorded among any public records; any recording of this Agreement among any public records shall terminate this Agreement and the License granted hereunder immediately and without further notice.

   (f) This Agreement may be signed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
date first above written.

CITY OF INGLEWOOD,
a municipal corporation

By: ___________________________
   Name: James T. Butts, Jr.
   Title: Mayor

JACKSON LIMO SERVICE, L.L.C.,
a Nevada limited liability company,
dba MKG Professional Services

By: ___________________________
   Name: Marylyn Tavai
   Title: Managing Member

By: ___________________________
   Name: Katherine Tavai
   Title: Member

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: ___________________________
   Kenneth R. Campos

APPROVED:

KANE, BERKMAN & BERKMAN
City Special Counsel

By: ___________________________
   Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: ___________________________
   Yvonne Horton
Exhibit "A"

License Agreement with Jackson Limo Service, LLC.

Subject Property
AIN 4032-001-911
Exhibit “B”

License Agreement with Jackson Limo Service, LLC.

Subject Property
Parking Area