

MEETING DATE:

11/17/08

AGENDA ITEM:

Consideration of Authorization for Staff to License Short Term (i.e. <90 Days) uses on vacant Agency Owned Property.

ATTACHMENTS

	<u>Pages</u>
1. Standard Form License Agreement	1-3
2. Survey of other agencies	4

ATTACHMENT NO. 1

CULVER CITY REDEVELOPMENT AGENCY

STANDARD FORM LICENSE AGREEMENT

WITH: **(NAME OF COMPANY)**.

FOR: **(Location or Address)**

The CULVER CITY REDEVELOPMENT AGENCY, hereinafter "Agency" hereby grants a License to **(Name of Company)** A California Corporation, hereinafter "Licensee", for the use of Agency real property located at **(Insert location or address)**, hereinafter "the Premises", subject to the following terms and conditions:

1. USE OF THE PREMISES: Licensee may use the premises for:

(Insert description).

2. DEPOSIT: Licensee shall deposit with Agency a deposit in the amount of \$1,000 (\$1,000.00) as security which shall be applied by Agency to repair or replace any broken or damaged property, pay third party expenses incurred on behalf of Agency as a result of Licensee's actions, or to compensate Agency for time expended responding to complaints or needs arising from Licensee's activities related to this Agreement.
 - a. FEE: Licensee shall pay to Agency by **(Insert Date)** a license fee as follows equal to \$500 per week or any part thereof, per acre. The fee shall be adjusted by rounding to the nearest half acre.
3. CITY REQUIREMENTS: Licensee shall comply with all requirements of the City of Culver City (hereinafter "City"), including Planning, Engineering, Building and Safety, and Sanitation Division's approvals and permits for the proposed use.
4. EFFECTIVE DATE OF LICENSE: This License shall be effective **(Insert date)**, and expire on **(Insert Date)**.
5. CONDITION OF PREMISES UPON VACATION: Upon vacation of the Premises, Licensee shall remove all trash and debris, and leave the Premises in the same condition in which the Premises were found upon commencement of Licensee's use of the Premises, pursuant to this Agreement.
6. INSURANCE: Without limiting any other obligation set forth in this Agreement, Licensee, prior to use of the Premises, shall provide Agency with a Certificate of Insurance in the amount of \$1,000,000 (One Million Dollars) of General Liability and an executed Special Endorsement using the attached form naming the Agency, the City, and their officers and employees as additional insureds.

7. INDEMNIFICATION: By and on behalf of the Licensee, in consideration of the request for and the granting of this License, it is hereby agreed that the Licensee shall and does hereby indemnify, hold harmless, defend, release and forever discharge Agency, the City, and each of their officers, employees and representatives from any and all liability claims, damages, judgments, demands, including attorney fees and court costs, whatsoever, which the Licensee, any persons acting on Licensee's behalf, or any third person(s) have or may have against Agency, the City or any of their officers, employees or representatives by reason of any real or personal property damage, personal injury or death arising or resulting directly or indirectly from Licensee's use of this License. In addition and for the same consideration, by and on behalf of the Licensee it is hereby agreed the Licensee shall, and hereby does indemnify, hold harmless and defend Agency, the City and each of their officers, employees and representatives for any and all claims, judgments, demands and liability, including attorney fees and medical, court and appeals board and any other costs related to any worker's compensation claim, benefits or liability resulting from any injury to any off-duty police, fire or other Agency or City personnel arising or resulting directly or indirectly from any activity related to this License.
8. GOVERNING LAW: The terms of this License shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County. Licensee shall not violate any laws of the City of Culver City and specifically, but without limitation, Licensee shall also comply with all noise regulations of the Culver City Municipal Code.
9. LITIGATION FEES: Should litigation arise out of this License or the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
10. TRANSFERABILITY AND ASSIGNABILITY: This License is neither transferable nor assignable by Licensee.
11. NOTICES: All notices given or required to be given pursuant to this License shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To Agency: Todd Tipton, Redevelopment Administrator
Culver City Redevelopment Agency
9770 Culver Boulevard
Post Office Box 507
Culver City, California 90232-0507

To Licensee: Attn: Name
Company
Address
City, State and Zip Code

12. TERMINATION: Agency may terminate this License in its sole discretion, upon 24 hours notice to Licensee.

13. ENTIRE AGREEMENT: This License constitutes the entire agreement of the parties hereto relating to the Premises and shall supersede prospectively from the date it is entered into any and all prior written or oral negotiations or agreements of the parties relating to the Premises. This License shall not be modified in any particular manner except by a written amendment duly executed by the parties.

LICENSEE:

DATE: _____

BY: _____
(Insert Name, Title)

AGENCY:

DATE: _____

BY: _____
Sol Blumenfeld
Assistant Executive Director

ATTACHMENT NO. 2

SURVEY OF OTHER AGENCIES

AGENCY	RATE*
Beverly Hills	\$7,000 ¹
Santa Monica	\$5,065 ²
West Hollywood	N/A ³
Culver City	\$500 ⁴
Culver City	\$5,026 ⁵
El Monte	\$640 ⁶
Buena Park	\$664/\$332 ⁷

*Other Agencies were surveyed to find examples of how much was/is charged for short term use of vacant, agency-owned properties. Rates shown are per acre, per week.

¹Beverly Hills owns only one vacant, but improved lot which is 6,000 square feet in size. They rent it at a cost of \$1,000 per day which covers their cost of improvements and utilities. The only users they have had are television and film studios.

²Calculated as \$0.50/month/square foot and converted to a per acre, per week amount.

³In West Hollywood, properties acquired are left in their improved state and are not demolished until ready for new construction so the situation similar to Culver City has not arisen.

⁴In 2007 the Agency licensed the use of Washington/Centinela for Christmas tree lot fee for a rate approximately equal to \$500 per acre/per week.

⁵This figure is provided for comparison and is calculated based upon a land value of \$120/square foot earning a 5% annual return and converted to a per acre, per week amount. The Agency recently obtained an appraisal for a vacant lot on Washington Boulevard which concluded a market value of \$120/square foot.

⁶A one-acre site was leased to Longo Toyota for parking at the rate of \$2,750 per month. This equates to \$640 per week

⁷Buena Park rented a 1.75 acre site to a car dealer for auto storage at an initial rate of \$5,000 per month. When converted to per acre/per week this is the equivalent of \$664/week. Because of the declining economy, the rate was later reduced in half.