

MEETING DATE: April 3, 2012

AGENDA ITEM: Informational Item Regarding the Adopted Licensing Policies and Procedures for Special Events in Media Park.

ATTACHMENT

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RESOLUTION No. 2010- A 008

A RESOLUTION OF THE CULVER CITY REDEVELOPMENT AGENCY BOARD OF THE CITY OF CULVER CITY, CALIFORNIA, ADOPTING LICENSING POLICIES AND PROCEDURES FOR SPECIAL EVENTS IN MEDIA PARK.

WHEREAS, Media Park ("Park") and the Ivy Substation ("Substation") are owned by and located in the City of Los Angeles; and

WHEREAS, the Culver City Redevelopment Agency ("Agency") obtained control of the Park and Substation in 1987, through a 40-year lease, which was subsequently extended another 10 years through 2037, that allowed the Agency to rehabilitate and manage the facilities for its use; and

WHEREAS, in 2008 and 2009 the Agency considered and approved general policies for use of Media Park to host special events and activities ancillary to filming; and

WHEREAS, these general policies have been formalized in the Agency policy entitled License Policies and Procedures for Special Events in Media Park.

NOW, THEREFORE, the Culver City Redevelopment Agency Board, DOES HEREBY RESOLVE, as follows:

The Redevelopment Agency Board hereby adopts the License Policies and Procedures for Special Events in Media Park, attached to this Resolution as Exhibit "A" and incorporated herein by this reference.

APPROVED and ADOPTED this 6th day of December, 2010.


MICHEÁL O' LEARY, CHAIR
Culver City Redevelopment Agency

APPROVED AS TO FORM

ATTEST


ALICE PRASAD, Secretary
A10-00422

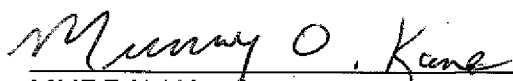

MURRAY KANE, Agency General Counsel

EXHIBIT A

LICENSE POLICIES AND PROCEDURES FOR SPECIAL EVENTS IN MEDIA PARK

Background

Media Park and the Ivy Substation (the "Substation") are owned by and located within the City of Los Angeles, adjacent to the City of Culver City's (the "City") easternmost border. The Culver City Redevelopment Agency (the "Agency") obtained control of Media Park and the Substation in 1987, through a 40-year lease, which was subsequently extended another 10 years through 2037 that allowed the Agency to rehabilitate the facilities for its use.

As the popularity of the City's downtown has increased, the City has observed a resurgence of interest in rental of Media Park for independent special events and activities ancillary to filming in the area. Based on this resurgence of interest, in March 2008, the Agency approved general policies for use of Media Park to host special events and activities ancillary to filming.

General Policies

Section 101 Purpose

The purpose of this document is to formalize the general policies approved by the Agency for the use of Media Park for Special Events (the "Policy").

Section 102 Definitions

Terms defined herein shall have the following meanings when used in this Policy:

Agency Board. The Board of the Culver City Redevelopment Agency.

Executive Director. The Executive Director of the Culver City Redevelopment Agency or his/her designee.

Media Park License Application. The application for a Media Park License, to be submitted to the Special Projects Coordinator. The contents of the application shall be in accordance with Section 103.1, herein.

Media Park License. The license granted to an applicant for a Media Park License, as evidenced by the Agency's execution of a Media Park License Agreement.

Media Park License Agreement. The document executed by the Licensee and Agency's Executive Director, signifying that (1) a complete Media Park License Application has been submitted to the Special Projects Coordinator by the applicant, including all required documentation, (2) a Media Park License has been granted by the Agency, and (3) all appropriate fees and deposits have been paid.

Licensee. The person to whom a Media Park License is issued.

Person. Any individual, corporation, firm, partnership, association, organization, or other group acting as a unit.

Special Event. The following types of coordinated group activities or events held in Media Park: (1) recreational events, including but not limited to, games, arts and crafts activities, reunions, birthday parties, and participatory dances; (2) competitions and contests; (3) spectator sports; (4) athletic events; (5) circuses, fairs, festivals and carnivals; (6) food-related events, including but not limited to, barbeques, cook-offs, picnics, food distribution and food festivals; (7) sales/trade shows/business promotions; (8) training activities (including but not limited to corporate sessions and team-building activities).

Special Projects Coordinator. The individual or individuals designated by the Agency's Executive Director to administer, coordinate and supervise the Media Park License Application/Agreement.

Section 103 Submittal of License Application and Approval of License Agreement

All Persons desiring to host a Special Event involving a gathering of more than 100 persons shall submit a Media Park License Application to the Special Projects Coordinator no later than thirty (30) days in advance of Special Event. No Person is allowed to host a Special Event involving a gathering of more than 100 persons without first obtaining a Media Park License. For good cause, in the sole and absolute written determination of the Special Projects Coordinator, the Media Park License Application and related documentation may be submitted at a later time, before the Special Event.

Section 103.1 Contents of Media Park License Application

All Media Park License Applications shall contain:

- An approved Event Permit issued by the City's Committee on Permits and Licenses, per Section 103.2, herein
- \$3,000 deposit, per Section 103.4, herein
- \$100 rental per day fee for non-profit applicants and \$500 rental per day fee for for-profit applicants, up to three (3) days maximum, per Section 103.4, herein
- Event Coordination Fee, per Section 103.5, herein
- Proof of insurance, per Section 105, herein
- Proof of required government permits, per Section 103.3, herein

- Proof of any required Sign Permits, per Section 106, herein
- Map or plan of Special Event location within Media Park, highlighting any areas proposed for exclusive use

Section 103.2 Event Permit

All applicants for a Media Park License must first obtain an Event Permit from the City's Committee on Permits and Licenses, and abide by any resulting conditions of approval. The issuance of an Event Permit shall be a pre-condition to the Agency's issuance of a Media Park License Agreement. Special Events involving 100 persons or less may still require an Event Permit. Applicant is responsible to contact the City to determine applicable requirements.

Section 103.3 Governmental Permits

Licensee, at no cost or expense to Agency, and as a necessary pre-condition to the exercise of any rights under the Media Park License, must obtain all required permits from the City of Los Angeles, and any and all other governmental permits and approvals which may be necessary for it to conduct the activities contemplated by the Media Park License, including, but not limited to, a business tax certificate, liquor license from the California Department of Alcoholic Beverage Control ("ABC") for the temporary sale or other distribution of alcoholic beverages by Licensee during the Special Event, street closure permits, and/or a Los Angeles County Health Permit.

Section 103.4 Deposit and Rental Fee

Rental Fees. At the time of making its application, Licensee shall pay a non-refundable rental fee to the City of Culver City, in the amount of \$100.00 per day, for general maintenance associated with the use of Media Park, for each 24 hour period of use. For purposes of determining the rental fee, the rental period shall be from the time the Special Event set up begins until the time the event breakdown is complete.

Deposit. At the time of making its application, Licensee shall pay to the Agency a \$3,000 deposit, in the form of a cashier's check, designated to pay for clean up and for any repairs associated with the Licensee's use of Media Park. Any unused portion of the deposit shall be returned to the Licensee.

Section 103.5 Event Coordination Fees

If a Special Event requires an allocation of Agency or City staff resources to coordinate services for the Special Event, the Agency Executive Director may require applicants to pay a fee for an event coordinator, at the rate of \$20 per hour for the length of the event plus two hours before and after the event, as well as up to eight hours prior to event day, as needed by the requirements of the event, with an overtime

rate of \$30 for each hour over the eight hour period, with a maximum cost to the event organizer not to exceed \$1,000 per event.

Section 103.6 Approval of License Agreement

The Executive Director shall have the authority to review and approve all License Agreements for the use of Media Park.

Section 104 Indemnification

To the fullest extent permitted by law, Licensee shall indemnify, defend (at Licensee's sole expense, with legal counsel approved by Agency and City) and hold harmless the Culver City Redevelopment Agency, City of Culver City, members of their respective City Council, boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to Licensee's or its employees or agent's wrongful or negligent acts, errors or omissions related to the Media Park License Agreement and the Special Event. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

This obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence, but shall not require Licensee to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by Agency and/or City to Licensee of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Licensee, Agency, City or any Indemnitee.

Section 105 Insurance

The Licensee shall be required to obtain and maintain insurance coverage in a type and amount as set forth in Exhibit "A," attached to this Policy and incorporated herein by this reference.

Section 106 Signage

Licensee shall not post, erect or otherwise install, within public view, banners, posters or any other signage or promotional material within Media Park except as expressly authorized by the City of Los Angeles' sign regulations and also permitted by the Media Park License Agreement. Any signage posted outside of Media Park shall be subject to the sign regulations of the City of Culver City or City of Los Angeles, as applicable. In the event that the Agency approves the installation of a permanent sign holding fixture within Media Park, all Licensees shall be required to use said fixture to place signage in Media Park unless otherwise approved in writing by the Agency.

Section 107 Special Event Hours; Duration

Permitted Hours. Special Events may only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Wednesday; 7:00 a.m. and 6 p.m., Thursday through Saturday; and 9:00 a.m. and 1:00 p.m., Sunday.

Duration. The duration of a Special Event shall not exceed three calendar days.

Exception. Extended Special Event hours may be permitted upon Licensee's obtaining the written consent of (i) the authorized representative of the the Agency's long-term lessee, Actors' Gang Theatre or current lessee of the Ivy Substation and (ii) the Agency's Executive Director.

Section 108 Parking and Street Closures

Street Closures. No person shall close any street or alley, unless first authorized by a permit issued by the City of Culver City or the City of Los Angeles, as applicable within each city's boundaries. The location of any street or alley closure shall be indicated in the Map submitted as part of the Media Park License Application.

Parking. Use of the 25 metered parking spaces located within the south side of Media Park ("Media Park Spaces") is not included as part of the Media Park rental. Twenty of the 25 Media Park Spaces may be reserved through the City for use during the Special Event for an additional fee. In addition, use of the remaining five Media Park Spaces may be reserved through a separate agreement with Actors' Gang Theatre or current lessee of the Ivy Substation. Any agreed upon rental of Media Park Spaces shall be included in the provisions of the License Agreement.

Section 109 Terms of Media Park License Agreement

The Media Park License Agreement shall contain the terms set forth in this Policy and any additional terms that are not conflict with this Policy and that have been mutually approved by the Agency's Executive Director and the Licensee.

Section 110 Media Park License Revocation

Section 110.1 Findings for Media Park License Revocation

The Agency's Executive Director may revoke a Media Park License for any of the following reasons:

1. The Licensee's failure to comply with the conditions of this Policy, the Media Park License Agreement and/or the Event Permit;
2. The Licensee's failure to comply with any local, state, or federal laws, including but not limited to failing to obtain any required street closure permit or permit for the distribution and/or sale of alcohol during the Special Event; or

3. If the Licensee makes any false statement or material misrepresentation of fact related to the Media Park application.

Section 110.2 Appeal of License Revocation

Revocation of the Media Park License may be appealed to the Agency Board, and must be made within fifteen (15) calendar days after issuance of the notice of revocation from the Agency's Executive Director.

Section 111 Additional Duties of Licensee

1. The Licensee may be required as a condition of the Media Park License to retain other Culver City services, as deemed necessary by the City Manager, for the purpose of protecting, assisting and regulating the proposed Special Event activities, at the sole cost and expense of the Licensee.

2. The Licensee may be required as a condition of the Media Park License to provide adequate security for the Special Event as determined by the Police Department.

3. At any time an unsafe condition is observed, City Police or Fire Department personnel may order the Special Event activity to stop until such time as the unsafe condition is corrected, and all persons involved with the activity shall immediately comply with those orders.

4. The Licensee shall ensure that all areas of Media Park used for the Special Event and/or by Special Event hosts, employees, or invitees, shall be cleaned of trash and debris within two (2) hours of the completion of the Special Event activities or within such other time agreed upon in the Media License Agreement. Any costs to the City or the Agency to clean Media Park shall be deducted from the deposit as required by Section 103.4 of this Policy.

5. The Licensee shall be responsible for restoring, to the Special Event Coordinator's satisfaction, any damaged or disrupted areas of Media Park arising from or caused by the use of Media Park for the Special Event. Any costs to the City or the Agency to restore Media Park shall be deducted from the deposit as required by Section 103.4 of this Policy.

Section 112 Rules for Alcoholic Beverages at the Special Event

The following provisions shall be incorporated into the Media Park License Agreement in the event that Licensee plans on selling, distributing, serving, or furnishing alcoholic beverages at the Special Event:

1. Licensee shall obtain the necessary ABC permit, which shall be posted at all times. Licensee shall comply with all conditions of the ABC permit issued for the

Special Event, as well as any and all federal, state and local laws regarding the sale of alcohol.

2. Licensee shall be responsible for supervision of such sale, distribution, service, or furnishing of alcohol.

3. Licensee shall ensure that no alcohol is sold, distributed, served or furnished to any person under the age of 21 and that prior to selling, distributing, serving or furnishing alcohol to persons 21 years of age and older, such persons are required to present a valid driver's license that displays a photograph and date of birth evidencing that the person is at least 21 years of age.

4. Licensee shall ensure that identifying wristbands are issued to those persons who are 21 years of age and older and that no alcohol is sold, distributed, served or furnished to any person not wearing a wristband.

5. Licensee shall not sell, distribute, furnish, or serve any alcoholic beverages to persons who are visibly intoxicated, in accordance with applicable laws.

6. Licensee shall not sell, distribute, furnish or serve alcohol to any persons prior to 11:00 a.m.

7. Licensee shall stop serving alcohol at least one hour prior to the closing of the Special Event.

8. Licensee shall designate a responsible adult to monitor the Special Event to ensure that all persons in attendance, including Licensee's employees, agents and volunteers, are in compliance with the conditions of the ABC permit, Event Permit and Media Park License Agreement.

9. Licensee shall ensure that no alcohol is removed from or consumed outside of Media Park. Signs shall be posted at the perimeters of Media Park stating "No Alcohol Beyond This Point."

10. Licensee shall provide or cause to be provided adequate security for the Special Event.

11. Licensee's insurance coverage for the Special Event shall include liquor liability.

12. Licensee shall ensure that individuals serving alcohol and staffing the alcohol-related activities have received training in the laws and rules governing the verification of identification, the service of alcoholic beverages, and the refusal of service to intoxicated persons.

13. Licensee shall ensure that individuals serving alcohol and staffing the alcohol-related activities do not consume alcohol during the Special Event

Procedures

Step 1. Applicant files an Event Permit Application with the Secretary to the Committee on Permits and Licenses.

Step 2. Applicant places the request for Event Permit Application on the meeting agenda for the Committee on Permits and Licenses

Step 3. Applicant obtains an Event Permit from the Committee on Permits and Licenses and satisfies all conditions therein.

Step 4. Applicant obtains insurance certificates, endorsements, and required government permits.

Step 5. Applicant submits a Media Park License Application to the Special Events Coordinator, including all required documentation and Map

Step 6. Applicant and Agency execute a Media Park License Agreement, evidencing issuance of the Media License.

EXHIBIT A

INSURANCE REQUIREMENTS

A. Policy Requirements.

Licensee shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to Agency's or City's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Licensee's obligation to indemnify the Indemnitees as required under Section 104 of this Media Park Policy;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. **The Culver City Redevelopment Agency, the City of Culver City, and their respective members of their City Council, their boards and commissions, officers, agents, and employees will be named as additional insureds** in an endorsement to the policy, which shall be provided to the Agency and City and approved by Agency General Counsel and the City Attorney.

2. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.

3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.

4. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Licensee's employees working within the City limits.

B. Waiver by Agency and City.

Agency and City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Licensee that its operations in and with respect to Agency and City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;

2. Licensee shall provide Agency and City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.

3. Agency and City may increase the scope or dollar amount of coverage required under any of the Policies described above, or may require different or additional coverages, upon prior written notice to Licensee.