

MEETING DATE: 03/17/08

AGENDA ITEM: **Discussion and Consideration of Media Park Policies.**

ATTACHMENTS

	<u>Pages</u>
1. Minutes, 9/24/2007	1-5
2. Media Park License Agreement	6-15

Attachment 1

REGULAR MEETING OF THE
REDEVELOPMENT AGENCY,
CITY OF CULVER CITY,
CALIFORNIA

September 24, 2007
7:00 p.m.

Call to Order & Roll Call

The meeting of the Agency was called to order at 7:29 p.m.

Present: D. Scott Malsin, Agency Chair
Gary Silbiger, Agency Vice Chair
Alan Corlin, Agency Member
Carol A. Gross, Agency Member
Steven J. Rose, Agency Member

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Invocation/Pledge of Allegiance

Covered under the City Council.

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Public Comment for Items NOT On the Agenda

None.

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Public Comment for Items On the Agenda

None.

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PH-1

Public Hearings

Consideration of a Request to Approve a Four-Story Building with 30 Commercial Condominium Units at 12402 Washington Place and Approve Tentative Tract Map, TTM P-2007074 (Tentative Tract Map No. 69279)

The following members of the public spoke in opposition to the project: Christopher McKinnan, Michael Kanthlan, Rebecca and Michael Sheffe, Joe Santana, Norma Avalar, Alyssa Guerrero, Bill Pope, Tobian Mandell,

Andrew Donnelly, Curt Steinler, Chris Neville, Rocki Amador, Kirsten Riechardt, Robert Hernandez, and Martha Guerrero.

Member of the public Robert Pine spoke in support of the project

Pamela Day, property owner and developer with Crimson Holdings, spoke on behalf of her project.

Assistant Executive Director Blumenfeld addressed questions which were raised about the project.

MOVED BY AGENCY MEMBER ROSE, SECONDED BY AGENCY MEMBER GROSS AND PASSED UNANIMOUSLY TO CLOSE THE PUBLIC HEARING.

Agency Chair Malsin stated that the traffic and congestion concerns voiced were products of Los Angeles development rather than Culver City's, and that he would support this project for both the Council and the Agency.

MOVED BY AGENCY CHAIR MALSIN AND SECONDED BY AGENCY MEMBER GROSS THAT THE CULVER CITY REDEVELOPMENT AGENCY: 1. APPROVE THE PROPOSED CONSTRUCTION OF A FOUR-STORY COMMERCIAL BUILDING AT 12402 WASHINGTON PLACE AS BEING CONSISTENT WITH THE REDEVELOPMENT PLAN AT THIS LOCATION. 2. APPROVE TENTATIVE TRACT MAP, TTM P-2007074 (TENTATIVE TRACT MAP NO. 69279). VOTING ON THE MOTION WAS AS FOLLOWS: AYES: CORLIN, GROSS, MALSIN AND ROSE. NOES: SILBIGER.

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Recess/Reconvene

Agency Chair Malsin called a brief recess from 9:36 p.m. to 9:52 p.m.

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Consent Calendar

MOVED BY AGENCY MEMBER GROSS, SECONDED BY AGENCY MEMBER ROSE, AND UNANIMOUSLY PASSED THAT THE AGENCY APPROVE CONSENT CALENDAR ITEM C-1.

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Item C-1

Special Agenda Meeting Notice

The Agency approved the Notice of Special Meeting.

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Item J-1

Joint Items

**Discussion of and Comment on the Taste of the Nation Event;
Consideration of Authorization to Provide Staff Services and to Waive
Agency and City Fees**

Redevelopment Administrator Tipton provided a summary of the material of record and Agency Members Silbiger and Rose voiced their support for the event.

MOVED BY AGENCY MEMBER SILBIGER AND SECONDED BY AGENCY MEMBER GROSS THAT THE AGENCY 1. DISCUSS AND PROVIDE COMMENT ON THE TASTE OF THE NATION EVENT; 2. AUTHORIZE THE EXPENDITURE OF STAFF TIME TO CONDUCT THE TASTE OF THE NATION EVENT; 3. AUTHORIZE REIMBURSEMENT TO THE CITY IN THE AMOUNT OF \$1,956 FOR ANTICIPATED EXPENDITURES RELATED TO THE TASTE OF THE NATION EVENT FROM THE ECONOMIC DEVELOPMENT BUDGET, ACCOUNT NO. 55090200.610200 "MARKETING SERVICES"; AND. VOTING ON THE MOTION WAS UNANIMOUS.

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Item J-2

Adoption of a Resolution Authorizing the Agency Treasurer and Her Designated Representatives to Deposit and Withdraw as well as Make Account Changes with the State Local Agency Investment Fund (LAIF)

MOVED BY AGENCY MEMBER GROSS AND SECONDED BY AGENCY MEMBER ROSE THAT THE AGENCY ADOPT THE RESOLUTION AUTHORIZING THE AGENCY TREASURER, DEPUTY AGENCY TREASURER AND TREASURY DIVISION MANAGER TO DEPOSIT AND WITHDRAW FUNDS AS WELL AS MAKE ACCOUNT CHANGES WITH THE STATE LOCAL AGENCY FUND (LAIF). VOTING ON THE MOTION WAS UNANIMOUS.

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Recess/Reconvene

At 10:00 p.m. Agency Chair Malsin recessed to the Council meeting. Agency Chair Malsin reconvened the Agency meeting at 10:39 p.m.

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Public Comment for Items Not on the Agenda (Continued)

None.

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Receipt of Correspondence

MOVED BY AGENCY MEMBER ROSE, SECONDED BY AGENCY MEMBER GROSS AND UNANIMOUSLY, PASSED TO RECEIVE AND FILE CORRESPONDENCE.

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Items from Staff

None.

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Items from the Agency

Agency Member Gross congratulated everyone who worked on the 90th Anniversary celebration which had involvement from the Agency and City noting that all attendees enjoyed it.

Responding to Agency Chair Malsin, Executive Director Fulwood indicated that he would follow up on fixing the banners on the Westside, since many are twisted and hanging loose.

Agency Chair Malsin reported that only one of the lighted columns next to the Kirk Douglas Theatre was functioning.

Agency Chair Malsin enjoyed the Made in Culver City Film Festival and noted it received a fair amount of press, there was a good turn out during the day and attendees enjoyed it. He liked the idea of Made in Culver City as a theme for a modest film festival for the City and suggested they might like to do it with regularity.

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Adjournment

There being no further business, at 10:44 p.m., the Agency adjourned to the next regular meeting on Monday, October 1, 2007, at 5:30 p.m. in the Mike Balkman Council Chambers.



Alice Prasad
SECRETARY of the City of Culver City Redevelopment Agency, California
APPROVED



D. SCOTT MALSIN
CHAIRPERSON of the Redevelopment Agency, City of Culver City, California

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between _____, a _____-profit organization (_____ or "Licensee"), whose principal place of business is _____, and THE CULVER CITY REDEVELOPMENT AGENCY, a public body corporate and politic ("Agency" or "Licensor").

RECITALS

A. Pursuant to that certain Lease (the "Media Park Lease"), entered into on June 12, 1987, by and between the City of Los Angeles ("Los Angeles") and the Licensor, attached hereto as Exhibit "B," Licensor is the lessee under a long-term lease of that certain real property located in Los Angeles commonly referenced as "Media Park" and more particularly described in Exhibit "A," attached hereto (the "Property").

B. Licensee desires to use the Property and other ancillary facilities provided by Licensor in accordance with this Agreement (collectively, the "City Facilities") for the sole purpose of hosting an event at Media Park on _____ called "_____" (referenced hereinafter as "the Event").

C. Under the terms of the Media Park Lease, Licensor is allowed to grant to Licensee a license to enter onto the Property for, and in order to accomplish, the purposes described herein, subject to the Licensee's compliance with the terms and conditions of the Media Park Lease.

D. Licensor and Licensee now desire to enter into this Agreement to enable Licensee to accomplish the purposes described herein.

NOW THEREFORE, in consideration of the granting of the foregoing, the mutual promises, covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Recitals. The Recitals and exhibits referenced therein are hereby incorporated by this reference.

2. Grant of License. Licensor hereby grants Licensee a license (the "License") for the Licensee's use of the City Facilities as set forth herein. The License shall commence on the date Licensor's authorized representative signs this Agreement and end on _____ ("License Term").

3. Purpose of License. During the License Term, Licensee shall be allowed to enter upon and use the following City Facilities for the purposes stated herein ("Purposes"):

- a) Licensee's exclusive use Media Park during the Event and Licensee's non-exclusive use of Media Park at all other times during the License Term.
- b) Non-exclusive use of such other Agency and/or City Facilities ("Other Facilities") that are directly related and necessary for the Licensee to implement the Event, in the sole and absolute discretion of the Licensor's City Manager and any tenant with lawful possession of the Other Facilities ("Tenant"). In the event that any Tenant authorizes such use, and at least thirty (30) days prior to such use, Licensee shall provide Agency with a copy of the Tenant's written consent to use the Other Facilities.

4. Prohibited Uses. With the exception of the Purposes described in this Agreement and other uses first approved in writing by the Licensor, Licensee shall not be authorized to use the Property for any other purpose whatsoever.

5. Prior Agency Approval. Licensee shall obtain the express written consent of Licensor's Community Development Director or the latter's designee, (which consent shall be in the Community Development Director's sole and absolute discretion) prior to performing any of the following acts:

- a) Allowing the entry and use by any person into the City and/or Facilities other than Event guests, invitees, employees, volunteers or such other persons directly connected to the accomplishment of the Purposes of the License;
- b) Posting, erecting or otherwise installing, within public view, banners, posters or any other signage or promotional material on any of Licensor's properties or facilities;
- c) Alienating, selling, encumbering, moving, altering, modifying, destroying, removing, tampering, or otherwise transferring any improvements and/or equipment owned by Licensor from or on any of the City and/or Facilities.

6. Licensee Obligations. In consideration for the License, Licensee shall provide to Licensor:

- a) Category exclusivity;
- b) Recognition in all Event marketing materials;
- c) Recognition in local and national broadcast and print media channels;
- d) Recognition during Event opening remarks;

- e) One (1) full-page ad in Event program;
- f) City logo and link on Event website.

7. **Permits.** Licensee, at no cost or expense to Licensors, and as a necessary condition for the exercise of any rights under the License, shall obtain all required permits from the City of Los Angeles, and any and all other governmental permits and approvals with which may be necessary for it to conduct any work or activities under this Agreement, including, but not limited to, a liquor license for the sale or other distribution of alcoholic beverages by Licensee during the Event, street closure permits and a County Health Permit.

Licensors shall coordinate and cooperate with Licensee in Licensee's activities to obtain all necessary government permits and permissions.

8. **Utilities.** In furtherance of this License, Licensee shall be permitted to use the Agency's and/or City's existing utilities and/or utility connections (collectively, "Utilities") at Media Park for the Event at no additional cost to Licensee. Licensee shall be solely responsible, however, for obtaining written permission from the Actor's Gang Theatre for the access and use of any Utilities at the Ivy Substation, which are subject to the License Agreement between the Actor's Gang Theatre, a California non-profit corporation, and the Agency, dated July 5, 2005.

9. **Agency Cooperation.** Licensors hereby covenants to cooperate and provide reasonable good faith assistance to Licensee during the License Term for the express purpose of implementing this Agreement.

10. **No Fees.** Licensee shall not be required to pay any license fees to Licensors for this License.

11. **Liens and Claims.** Licensee shall not permit any mechanics', materialmen's, or similar liens or claims to stand against the City Facilities for labor or material furnished in connection with any work performed by Licensee under this Agreement. Upon reasonable and timely notice of any such lien or claim delivered to Licensee by Licensors, Licensee may bond and contest the validity and the amount of such lien, but Licensee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

12. **Operating Expenses.** During the License Term, Licensee shall be responsible for paying all operating expenses and costs for the Event, including, but not limited to, security and valet service; provided, however, that Licensors shall provide garbage collection services for the Event.

13. **Compliance with Laws.** The Licensee shall comply with all federal, state

and local laws, statutes and ordinances in connection with Licensee's entry onto and use of City Facilities under this Agreement.

14. Effective Date. The effective date of this Agreement shall be the date that Licensors authorized representative executed this Agreement; provided, however that the License shall have no operative effect unless and until Licensee demonstrates proof of the insurance required by Section 17, herein.

15. Hazardous Materials. Licensee shall not store or use or consent to the storage or use of any Hazardous Materials on the City Facilities. As used in this Agreement, "Hazardous Materials," means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a "hazardous waste", "acutely hazardous waste", "restricted hazardous waste", or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code; (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety.

16. Indemnification. Licensee agrees to indemnify, defend, protect and hold Licensors, the City of Culver City and Los Angeles, and their respective officers, employees, attorneys, agents, tenants of the Ivy Substation, insurers and volunteers, free and harmless from any and all loss, liability, claims, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from the exercise of the License and/or right of entry granted under this Agreement, regardless of whether such loss, liability, claims, damages and expenses were in part contributed to by the acts or omissions of an indemnitee; provided, however, that nothing herein shall be interpreted as obligating Licensee to indemnify any indemnitee for the indemnitee's willful misconduct.

17. Insurance. Licensee shall obtain, at its sole cost and expense, and keep in full force and effect, during the term of this Agreement, and in the form acceptable to Licensor, in its sole discretion, the following insurance policies:

- a) General Liability Insurance in the amount of One Million Dollars (\$1,000,000) single limit coverage. For coverage for any and all loss, liability, claims, damages and expenses arising from the sale, distribution or consumption of alcohol during the Event, Licensee shall obtain a minimum coverage limit per occurrence of not less than Two Million Dollars (\$2,000,000.)
- b) Workers' Compensation Insurance in an amount and form sufficient to meet all applicable governmental requirements.

Licensor, the City of Culver City, City of Los Angeles, Culver City Redevelopment Agency and their agents, officers and employees shall be named as the "Certificate Holder" and as additional insureds for each insurance policy required herein. Each such policy shall contain a provision that: (a) for all claims, accidents, injuries and damages occurring in or about the City Facilities, provides primary coverage without contribution from any other insurance carried by or for the benefit of Licensor and/or Los Angeles, (b) the policy shall not be canceled and the amount thereof shall not be reduced unless thirty (30) days' written notice shall have been given to Licensor and Los Angeles by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insured and additional insureds, except that the policy shall not be canceled for non-payment of premiums unless ten (10) days' written notice shall have been given to Licensor and Los Angeles in the manner set forth herein. All insurance required to be carried by Licensee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers licensed in the State of California with a current A.M. Best's rating of no less than A:VII.

Licensee shall deliver to Licensor appropriate certificates of insurance evidencing the insurance required to be carried pursuant to this Agreement prior to effectiveness of the License.

18. Default. Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The non-defaulting party shall give written notice of default to the defaulting party, specifying the default complained of. The defaulting party must cure, correct or remedy such failure or delay within ten (10) days after receipt of such written notice of default. Failure or delay in giving such notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Delays by any party in asserting any of its rights and remedies shall not deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

19. Remedies. If the defaulting party fails or does not commence to cure the default within ten (10) days of service of the notice of default, then the non-defaulting party may: (i) terminate this Agreement in writing; (ii) institute an action for specific performance of the terms of this Agreement; (iii) institute legal action to cure, correct or remedy any default to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. The defaulting party shall be liable to the other party for any actual and direct damages caused by such default. Neither the Licensee nor the Agency shall be liable for consequential damages as a result of any breach of any obligation of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate Municipal Court in that County, or in the Federal District Court in the Central District of California.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

20. Termination. The Licensor shall not terminate this Agreement except for cause if the Licensee is in default or by mutual agreement of the parties.

21. Attorneys' Fees. In any action between any of the parties seeking enforcement or interpretation of any of the terms and provisions of this Agreement or a declaration as to the meaning hereof, or in connection with Licensee's use of the City Facilities, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

22. Notices. Any notice provided for herein or otherwise required to be given hereunder that: (i) is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; (ii) is transmitted by electronic facsimile transmission during regular business hours of regular business days followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission by electronic facsimile; and (iii) is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

Any notice provided for herein or otherwise required to be given hereunder shall be addressed as follows:

To Licensor: Culver City
9770 Culver Boulevard

Culver City, CA 90232-0507
Attention:
Phone: (310) 253-_____
Facsimile: (310) 253-_____

To Licensee: _____

The person and the place to which notices are to be mailed may be changed by either party by providing written notice of same to the other.

23. Assignments. The License granted herein may not be assigned by Licensee without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

25. Amendments. No provision of this Agreement may be amended or added to except by an Agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

26. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

27. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

28. Authority to Enter Into Agreement. The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representative on the dates shown below.

**LICENSOR
CULVER CITY**

LICENSEE

By: _____
Sol Blumenfeld
Community Development Director

By: _____

Title: _____

Date: _____

Date: _____

**APPROVED AS TO FORM:
KANE, BALLMER & BERKMAN**

By: _____
Murray O. Kane
General Counsel

EXHIBIT A
MEDIA PARK LEGAL DESCRIPTION

That portion of lot 2, Block 17, Tract No. 2444, as per map recorded in Book 24, pages 5 to 7, inclusive, of Maps, in the office of the County Recorder of Los Angeles County, bounded and described as follows:

Beginning at the intersection of the southeasterly line of the northwesterly 5.5 feet of said lot with the southwesterly line of said lot; thence North $55^{\circ} 42' 15''$ East along said southeasterly line 287.34 feet to the northeasterly line of said lot; thence South $33^{\circ} 52' 00''$ East along said northeasterly line 93.72 feet to a line parallel with and distant 40 feet northwesterly measured at right angles from the southeasterly line of said lot; thence South $31^{\circ} 39' 05''$ West along said parallel line 297.03 feet to the beginning of a tangent curve concave northerly, having a radius of 15 feet, and being tangent at its point of ending to the southwesterly line of said lot; thence westerly along said curve, through a central angle of $115^{\circ} 40' 55''$ an arc distance of 30.29 feet to its point of ending; thence North $32^{\circ} 40' 00''$ West along said southwesterly line 200.74 feet to the point of beginning.

EXHIBIT "B"

LEASE

[behind this page]