

MEETING DATE: 7/9/07

AGENDA ITEM: Authorization to Enter into a License Agreement with the Culver City Friends of the Library for the Use of a Portion of Veteran's Memorial Park to Conduct an Outdoor Movie and Costume Parade Event.

ATTACHMENTS

	<u>Pages</u>
1. Minutes from the May 30, 2007 meeting of the Committee on Permits and Licenses, excerpts.	1
2. Map of event site plan	2
3. Proposed License Agreement with Culver City Friends of the Library for August 11, 2007	3

REGULAR MEETING
COMMITTEE ON PERMITS AND LICENSES
WEDNESDAY, MAY 30, 2007
10:00 A.M.
CITY HALL, MIKE BALKMAN COUNCIL CHAMBERS
EXCERPT OF MINUTES

1. CALL TO ORDER
AT 10:09 A.M. THE CHAIRMAN CALLED THE COMMITTEE ON PERMITS AND LICENSES TO ORDER.
2. ROLL CALL
CHAIRMAN: MARTIN COLE, ASSISTANT CITY MANAGER

MEMBER DESIGNEES: PAUL SAMARAS, ASSOCIATE PLANNER
NAGAM RAO, TREASURY DIVISION MANAGER
LT. BLOOR, POLICE DEPARTMENT
INSPECTOR LOUIE, FIRE DEPARTMENT

STAFF: ROLAND MIRANDA, DEPUTY CITY ATTORNEY
GUISELA ZAVALA, BUSINESS TAX INSPECTOR
SUSAN OBROW, SPECIAL EVENTS PRODUCER

----- EXCERPT FROM PAGE 6 OF THE APPROVED MEETING MINUTES -----

23. LECTURE/LIMITED TIME PERFORMANCE
Application by Alan Corlin, President, *CULVER CITY FRIENDS OF THE LIBRARY*, to conduct a outdoor movie (Born Free) and costume parade with live music, games, food and drawing for prizes at the Veterans' Memorial Park on Sunday, August 11, 2007, from 8:00 a.m. to 10:30 p.m., with set-up *provided that* all terms and conditions set forth by the Veterans' Memorial Complex Management are met and adhered to at all times. Applicant has provided a site plan approved by the Culver City Planning Division and Bureau of Fire Prevention, and has obtained a Sound Permit waiver from the Police Department. Previous permits have been issued.

Discussion:

Mr. Cole mentioned this item would be approved subject to the License Agreement being executed between the City and the Friends of the Library.

MOTION: MR. COLE

SECOND: MR. RAO

That the Committee *approves* this item from the regularly scheduled agenda items, as amended.

PASSED UNANIMOUSLY

----- END OF EXCERPT -----

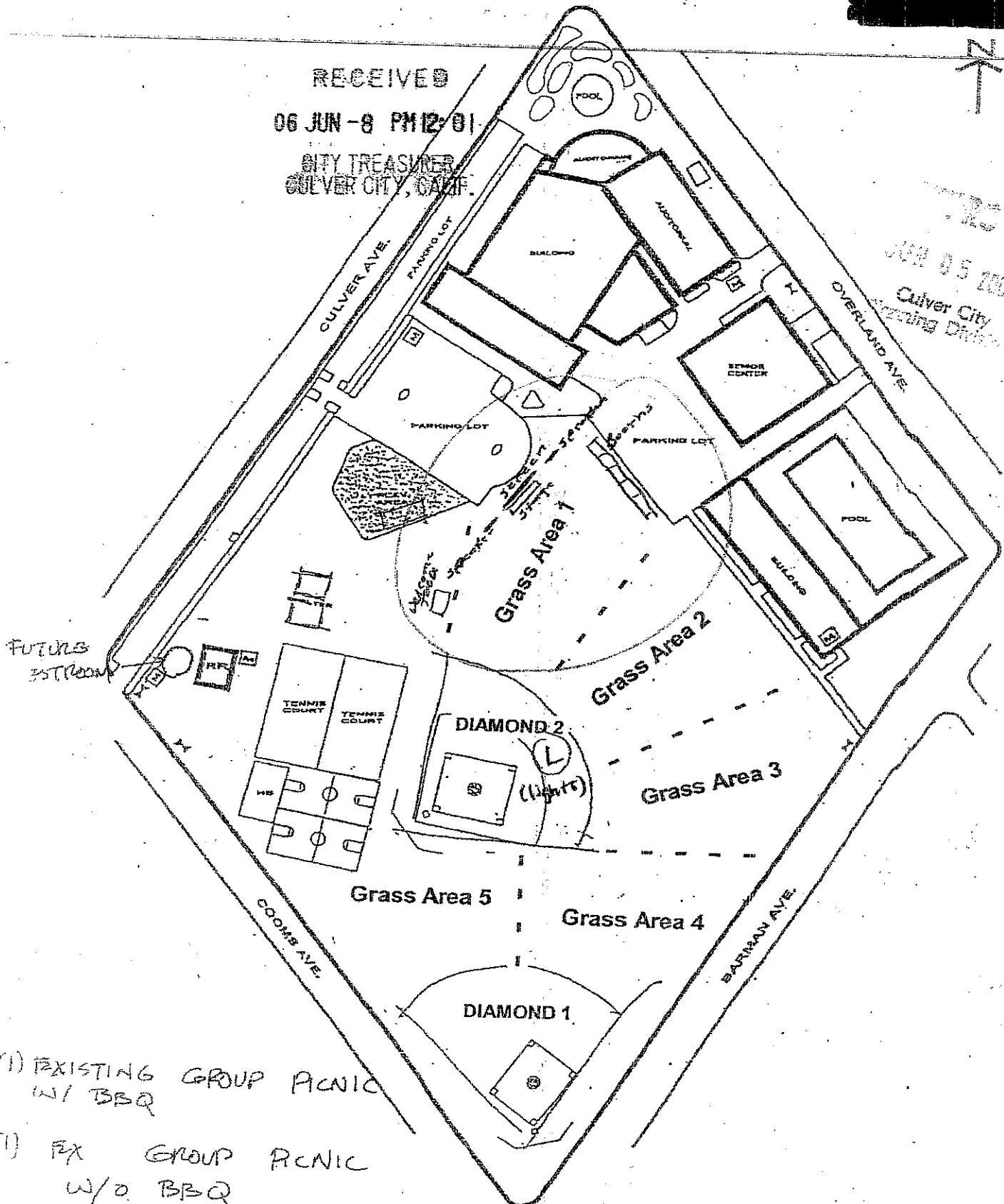
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CITY TREASURER
CULVER CITY, CALIF.

JUN 05 2006

Culver City
Planning Division



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W/ BBQ

(1) EX GROUP PICNIC
W/O BBQ

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OVERLAND & CULVER BLVD

VETERAN'S PARK

LICENSE AGREEMENT
WITH: CULVER CITY FRIENDS OF THE LIBRARY
FOR: OUTDOOR MOVIE AND COSTUME PARADE EVENT

The CITY OF CULVER CITY (the "City") hereby grants a license to the CULVER CITY FRIENDS OF THE LIBRARY, a California non-profit corporation ("Licensee"), to conduct an outdoor movie and costume parade event (the "Event"). The area to be used by Licensee for the Event is illustrated on Exhibit A (the "Premises"). This license shall be subject to all the following terms and conditions:

1. USE OF THE PREMISES AND TERM: Licensee may use the Premises only for the set up, operation and break down of the Event on August 11, 2007 from 7:30 a.m. through 10:30 p.m. The Event shall include and be limited to:

- a) Outdoor movie screening of Born Free;
- b) Sing-a-long and costume parade;
- c) Use of amplified sound for purposes of movie screening, sing-a-long and miscellaneous announcements.
- d) Sale of miscellaneous items, including pre-packaged food and drinks, t-shirts and raffle tickets; and
- e) Collection of voluntary donations.

2. REIMBURSEMENT AND REPAIR: Licensee shall be responsible for the following:

a) Reimbursement to the City for all expenses City incurs for staff time needed for the Event, including, but not limited to, public services the City provides to assist with the Event ("Services"). At the time of the execution of this Agreement, it is contemplated that Licensee will be responsible for the cost of the following Services: 1) cost of a Park Facility Staffing Fee; and 2) cost of the fees for additional trash pick-up and related services.

b) Repair or replacement, to the reasonable satisfaction of the City, of broken or damaged City owned or operated real or personal property caused by Licensee's activities related to the Event ("Damage").

Within fifteen (15) business days after the term of this License, Licensee shall pay the City the reimbursement for any Services, which have not already been paid for in advance of the Event, or additional Services provided prior to, during or after the Event that were not contemplated at the time of this Agreement, as well as the amount of any and all Damage. The parties understand and agree the reimbursement provided in subparagraph (a), above, shall not include time spent on preparation of staff reports and this Agreement, negotiations between

parties and attendance at Committee or City Council meetings where this matter is discussed and considered.

3. PERMITS AND LICENSES: Licensee, at its sole expense, shall obtain and maintain during the term of this License, any and all appropriate permits, licenses, and certificates that may be required in connection with its use of the Premises for the Event, including, but not limited to, a Culver City business tax certificate and permit from the Los Angeles County Health Department. Due to the location of the speakers utilized for amplified sound during the Event, it was determined by the City's Police Department, and confirmed by the City's Committee on Permits and Licenses, that an amplified sound permit is not required for this Event.
4. APPLICABLE LAWS, CODES AND REGULATIONS: During all times Licensee uses the Premises, Licensee shall comply with all applicable laws, codes and regulations required by all authorities having jurisdiction over Licensee's activities related to its use of the Premises for the Event.
5. ADHERENCE TO CITY REQUIREMENTS: During all times Licensee uses the Premises, Licensee shall comply with the following:
 - a) The conditions of approval granted by the City's Committee on Permits and Licenses at its meeting of May 30, 2007 and reflected in the approved minutes for such meeting (attached hereto as Exhibit B); and
 - b) All other conditions and restrictions required by any permit issued by the City to Licensee in connection with the Event.
 - c) Licensee shall also work with City staff to mitigate the impacts to the adjacent residents from noise generated by the Event.
6. CONDITION OF PREMISES UPON END OF TERM OF LICENSE: At the end of the term of this License, 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.
7. HOLD HARMLESS AND INDEMNIFICATION: Licensee shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including City's or others, to the extent arising or resulting from Licensee's, its employees', agents' or volunteers', activities related to Licensee's use of the Premises. Licensee shall defend, hold harmless and indemnify City and its officers and employees from any and all liability claims, including reasonable attorney's fees and costs, for damages to real or personal property, or personal injury or death, arising or resulting from Licensee's, its employees',

agents', or volunteers', activities related to Licensee's use of the Premises.

8. INSURANCE: Without limiting any other obligation set forth in this Agreement, Licensee shall submit one or more duly executed certificates of insurance for General Liability in the minimum amount of One Million Dollars (\$1,000,000), with the City named as an additional insured.

9. GOVERNING LAW: The terms of this License shall be interpreted according to the laws of the State of California. If litigation occurs, then venue shall be in the Superior Court of Los Angeles County.

10. LITIGATION FEES: If litigation arises out of this License for the performance thereof, then 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.

11. TRANSFERABILITY AND ASSIGNABILITY: This License is neither transferable nor assignable by Licensee.

12. ENTIRE AGREEMENT: This License constitutes the entire agreement of the parties hereto relating to the Premises and the Event 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.

CULVER CITY FRIENDS OF THE
LIBRARY:

Date: _____

By: _____

Its _____

Date: _____

By: _____

Its _____

(Signatures continued on Page 4)

(Signature continued from Page 3)

CITY:

Date: _____

By: _____

Jerry Fulwood
Chief Administrative Officer

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

William LaPointe
Parks, Recreation and Community
Services Director

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

Marlee Chang
City Controller