

MEETING DATE: May 4, 2009

AGENDA ITEM: Consideration of Additional Policies Related to the
Management of Media Park.

ATTACHMENTS

Pages

- | | |
|---|-------|
| 1. Minutes from March 17, 2008. | 1 |
| 2. Media Park License Agreement template. | 2 -31 |

ATTACHMENT 1

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Agency Minutes
March 17, 2008

Agency; the need to balance the needs of the public and developers; and the deterioration of Globe Properties.

o0o

Item A-2

Authorize a \$1,700 Expenditure Related to "Taste of the Nation" Event Items Previously Considered and Authorize a \$6,800 Expenditure for Assistance not Previously Considered

Cary Anderson spoke about park cleanup after last year's event, and played a video showing the mess, asserting that cleanup last year took two days.

Staff provided a brief summary of the material of record.

Council and staff discussion included the following topics: lack of policy on City funding for non-profit events; the event as part of the economic development strategy; and an assertion that the event is a benefit to the City and an important charity fundraiser.

Moved by Member Silbiger and seconded by Member Gross to adopt the staff recommendation.

Discussion of the motion included a request to remove the \$2,000 banner expenditure and a suggestion to split that part of the motion.

Moved by Member Silbiger and seconded by Member Gross that the Redevelopment Agency: 1). Authorize the expenditure of approximately \$1,700 from the Economic Development budget (Account No. 55090200.610200 "Marketing Services.") for Taste of the Nation Event items previously considered; and 2). Authorize an additional expenditure of \$6,800 from the Economic Development budget (Account No. 55090200.610200 "Marketing Services.") for additional items requested, except the \$2,000 for banners.

The motion carried on the following roll call vote:

AYES: Corlin, Gross, Malsin, and Silbiger
NOES: Rose

A motion was made by Member Silbiger that the Redevelopment Agency: expend \$2,000 on banners to promote the event. The motion failed on the following roll call vote:

AYES: Silbiger,
NOES: Corlin, Gross, Malsin, Rose

ATTACHMENT 2

RA#

CULVER CITY REDEVELOPMENT AGENCY LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between _____ ("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 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 certain ancillary facilities provided by Licensor in accordance with this Agreement (collectively, the "Facilities") for the sole purpose of hosting a "_____" on _____ (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 and Facilities 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 Property and Facilities as set forth herein to host the Event. The License shall commence on the date Licensor's authorized representative signs this Agreement and end on _____ ("License Term"). The Event shall occur during the hours of 7:00 a.m. and 10:00 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.

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

- a) Reserved.

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

5. Prior Agency Approval. Licensee shall obtain the express written consent of Licensors' 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 onto the Property 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 the Property and/or Facilities;
- c) Alienating, selling, encumbering, moving, altering, modifying, destroying, removing, tampering, or otherwise transferring any improvements and/or equipment owned by Licensors from or on the Property and/or Facilities.

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

- a) Reserved.

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 a permit from the City of Culver City's Committee on Permits and Licenses, 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, **[insert if alcohol served at Event: 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, not less than two weeks prior to the event (all collectively referenced herein as "Government Permits").

Licensors shall coordinate and cooperate with Licensee in Licensee's activities to obtain all necessary Government Permits.

8. Utilities. In furtherance of this License, Licensee may 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.

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. Such assistance shall be in the form of event coordination by an independent contractor ("Event Coordinator") at the rate of \$20 per hour for the duration of the Event, as well as up to eight hours the day, prior to the Event day, as needed by the requirements of the Event, with an overtime rate of \$30 for each hour over a daily eight hour period, up to a maximum cost to the Licensee of \$1,000 ("Event Coordination Costs"). The Event Coordination Costs shall be paid by Licensee to the Event Coordinator within thirty (30) days of invoicing by the Event Coordinator. Licensee understands, acknowledges and agrees that Licensors has no obligation to provide Event coordination services and that all Event coordination services shall be handled through the Event Coordinator. Licensee additionally agrees that Licensors is authorized to withhold from any unused portion of the Deposit (as described in Section 10(a), below), the Event Coordination Costs and to transfer said costs to the Event Coordinator, in which event Licensee shall only be responsible for payment to the Event Coordinator for the balance of the Event Coordinator's invoice after Licensors's transfer of any unused portion of the Deposit to the Event Coordinator.

10. Deposit and Fees. Licensee shall be required to pay the following deposit ("Deposit") and license fees ("Fees") to Licensors for this License:

- a) A Deposit in the amount of THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00). Any costs to restore the Property and/or Facilities to their condition prior to Licensee's use of the Property and/or Facilities and shall be deducted by Licensors from the Deposit ("Deposit Costs"). Licensors shall refund any unused portion of the Deposit within thirty (30) days of the Event along with a written itemized invoice of Deposit Costs, except to the extent that the unused portions of the Deposit are paid to the Event Coordinator for Event Coordination Services.
- b) Fees in the amount of [FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) per day for commercial, for-profit persons or entities] [ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) per day for non-profit entities]. The Fees shall be non-refundable.

11. Liens and Claims. Licensee shall not permit any mechanics', materialmen's, or similar liens or claims to stand against the Property and/or 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 the Property and/or 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 (i) procurement of all required Government Permits, (ii) payment of the Deposit and Fees, and (iii) 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 Property and/or 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 the City of 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) (collectively, "Claims") arising from the exercise of the License and/or right of entry granted under this Agreement, including the use of the Property and any Facilities, regardless of whether such Claims 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 or gross negligence.

17. Insurance. Notwithstanding anything to the contrary herein, nothing in this Section 17 shall be interpreted as a limitation on Licensee's obligations under Section 16 of this Agreement. 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 [**insert if alcohol served at Event: including coverage for any and all loss, liability, claims, damages and expenses arising from the sale, distribution or consumption of alcohol during the Event**] with a minimum coverage limit per occurrence of not less than \$2,000,000.
- b) Workers' Compensation Insurance in an amount and form sufficient to meet all applicable governmental requirements.
- c) Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000).

Licensor, the City of Culver City, City of Los Angeles, 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 on, in or about the Property and Facilities, provides primary coverage without contribution from any other insurance carried by or for the benefit of Licensor, City of Culver City and City of 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 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 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 and endorsements 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 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: Jeremy Green
Phone: (310) 253-5764
Facsimile: (310) 253-5721

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
Assistant Executive 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.

RA#

EXHIBIT "B"

LEASE

[behind this page]

LEASE

LEASE BETWEEN CITY OF LOS ANGELES BY AND THROUGH ITS BOARD OF RECREATION AND PARK COMMISSIONERS, AND CULVER CITY REDEVELOPMENT AGENCY OF PROPERTY KNOWN AS MEDIA PARK LOCATED AT THE INTERSECTION OF VENICE BOULEVARD, CULVER BOULEVARD AND CANFIELD AVENUE IN THE CITY OF LOS ANGELES.

For Public Park and Recreational Purposes.

This lease is dated JUNE 12, 1987. Lessor is the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, hereinafter called "Los Angeles." The lessee is the Culver City Redevelopment Agency, a public body corporate and politic, hereinafter called "Agency".

RECITALS

Los Angeles is the owner of certain real property hereinafter called "Property", located at the intersection of Culver Boulevard, Venice Boulevard and Canfield Avenue. The Property is located within the City of Los Angeles. The Property is a dedicated public park known as "Media Park". It is legally described in Exhibit A attached hereto. Pursuant to the provisions of Los Angeles City Charter Section 170(b)(2)b, dedicated parks may be leased to the State of California for a period of not to exceed 50 years for the erection and maintenance of public buildings consistent with public park purposes. The Agency is an agency of the State of California.

The Property is adjacent to a redevelopment area administered by the Agency. The improvement of the Property and use thereof for public park and recreational purposes is beneficial to the territory of the redevelopment project. Therefore, it is practical and desirable for the Agency to improve the Property and thereafter maintain it for public park and recreational purposes, as more particularly set forth.

The leasing of the Property to the Agency will be beneficial to the City of Los Angeles. Such lease will allow the park to be improved, new park structures to be constructed, and will allow the same to be maintained without expense to Los Angeles; while at the same time residents of Los Angeles will be able to

1 the Property and enjoy same to the same extent as residents of
2 Culver City. The lease will be beneficial to the Agency as it
3 may upgrade the Property , its landscaping and improvements, to
4 be more compatible with its redevelopment project.

5
6 Therefore, to effectuate the above intent, Los Angeles
7 leases the Property to Agency and Agency accepts the Property
8 from Los Angeles upon the following terms and conditions.

9
10 1. Description of Leased Property.
11

12 The Property hereby leased is legally described on Exhibit
13 A. It is illustrated on Exhibit B. It is located in the City of
14 Los Angeles, County of Los Angeles, State of California. It is a
15 part of the triangular shaped block bounded by Venice Boulevard
16 on the northwest, Culver Boulevard on the northeast, and Canfield
17 Avenue on the southwest.

18
19 2. Purpose of Lease.
20

21 Los Angeles and Agency have entered into this lease agree-
22 ment for park and recreation purposes, and particularly to allow
23 the Property to be improved and maintained in a manner compatible
24 with the adjacent redevelopment project but also in harmony with
25 the Ivy Substation, an historic building located on a parcel
26 adjacent to the Property. Ivy Substation has also been leased by
27 Los Angeles to Agency under a separate lease agreement,
28 hereinafter the "Substation Lease".

1 The Property will be used pursuant to this lease as a park
2 open to the general public, except that Agency may permit it to
3 be reserved from time to time and at any time for special events
4 conducted on Property and/or on the adjacent Ivy Substation
5 Property, for individual periods of not to exceed three calendar
6 days. Such events may be conducted by either profit or non-
7 profit organizations.

8
9 3. Consideration by Agency

10
11 It is understood and agreed that the primary consideration
12 from Agency for this lease is the improvement, operation and
13 maintenance of the Property by Agency for the stated purposes.
14 No monetary rental shall be paid to Los Angeles for the use of
15 the Property. In the event Agency makes a net profit through the
16 operation of the Property, then such net profit shall be placed
17 in a fund and separately accounted for, and said net profit and
18 any interest or other earnings which may accrue thereon shall be
19 used only for the maintenance, operation and reserve for capital
20 replacement of the Property and improvements thereon.

21
22 "Net profit" as used in this section means those sums
23 received in excess of the costs of maintenance, operation and
24 reserve for capital replacement of the Property and improvements
25 thereon without deduction for or consideration of any deprecia-
26 tion, amortization, interest or indebtedness, or recapture of
27 investment.

1
2 4. Approval By City
3

4 All plans and specifications for work to be done upon the
5 improvements presently existing on the Property, for the con-
6 struction of new improvements, and for the installation of
7 landscaping and construction of incidental structures, shall be
8 subject to a reasonable approval by the Board of Recreation and
9 Parks Commissioners of the City of Los Angeles taking into ac-
10 count that the operation of the Property is to be primarily for
11 public park and recreational purposes.
12

13 5. Term of Lease
14

15 The term of this lease shall begin on the date inscribed
16 above and shall continue for a period of forty (40) years
17 therefrom. The term of the lease may be extended at the option
18 of Agency for an additional term of not to exceed ten (10) years,
19 provided Agency is not in default of its covenants under this
20 lease. Notice of exercise of the option must be given in writing
21 by Agency to Los Angeles no later than six (6) months prior to
22 the expiration of the initial term, and the notice shall state
23 the number of years, not to exceed ten (10) years, of the renewal
24 term. No more than one option may be exercised by Agency.

25 ///

26 ///

27 ///

28 ///

1
2 6. Covenants of Agency
3

4 At no cost to Los Angeles, Agency agrees to improve the
5 Property with landscaping and improvements for public park use
6 and thereafter to maintain and repair the Property in a condition
7 suitable for public park use, all to be done in accordance with
8 plans and specifications approved pursuant to paragraph 4 above.
9

10 Los Angeles agrees that it will perform all of its duties of
11 reviewing plans and specifications and/or issuing permits and/or
12 inspecting the work under "no-fee permits" under which Los
13 Angeles will not receive reimbursement of expenses or compensa-
14 tions for performing its obligations or exercising its rights
15 under this lease.
16

17 7. Bonds
18

19 If any construction work is to be done upon the Property,
20 employing persons other than employees of the Agency or of Culver
21 City, then Agency shall obtain or cause the contractor for such
22 project to obtain a bond to guarantee payment of labor and
23 material furnished to the project in an amount and in form suffi-
24 cient to meet the requirements of California Civil Code Section
25 3284 and a bond to guarantee completion of the project, which
26 latter bond will be in favor of Los Angeles as well as in favor
27 of Agency and both of which bonds shall be subject to the
28 reasonable approval of the City Attorney of Los Angeles. 17

1. 8. Insurance

2
3 In the event Agency acquires public liability and/or
4 property damage insurance, Los Angeles shall be designated as an
5 additional insured thereon. The providing of such insurance,
6 however, shall not affect or limit Agency's obligations under
7 the provisions of paragraph 9 (Hold Harmless).

8
9 In the event Agency acquires fire and casualty insurance for
10 the improvements upon the Property, and if a casualty occurs the
11 proceeds of such insurance shall be used to repair or replace the
12 improvements and landscaping if they are repairable. If the
13 improvements and landscaping are destroyed or so damaged as to
14 not be repairable, or if the proceeds received are in excess of
15 the cost of repair the insurance proceeds or the excess proceeds
16 if a portion is used for repair shall be divided between Agency
17 and Los Angeles in a proportion as follows:

18
19 To Agency, an amount equal to the insurance proceeds
20 or the excess proceeds multiplied by the remaining term of the
21 lease, without any consideration of any option right, divided by
22 forty (40). To Los Angeles, the balance of the insurance
23 proceeds. For example, if non-repairable damage occurs in the
24 eleventh year of the lease (after the tenth anniversary but
25 before the eleventh anniversary) any insurance recovery shall be
26 shared seventy-five (75) percent to Agency, Twenty-five (25)
27 percent to Los Angeles. Provided that Agency shall always be
28 entitled to receive no less than the total amount of its ¹⁸costs

1 and expenses of the rehabilitation and/or construction of im-
2 provements on the site, to the extent of the proceeds of
3 insurance.

4
5 9. Hold Harmless
6

7 Agency agrees to save and hold Los Angeles harmless from all
8 claims or liability arising out of or in connection with the
9 improvement, operation and/or maintenance of the Property by
10 Agency and/or the use of the Property by licensees or sublessees,
11 including the providing of a defense to Los Angeles and the
12 payment of any and all attorney's fees and costs of suit which
13 may be incurred by Los Angeles, provided, the provisions of this
14 section shall not apply to any liability of Los Angeles which is
15 proximately created by the negligence of an office or employee of
16 Los Angeles.
17

18 10. Use of Property, Maintenance, Cost of Maintenance
19

20 Agency shall operate the Property for public park and
21 recreational purposes. No fees may be charged for the use of the
22 property by the general public but fees may be charged persons
23 who reserve the Property for special events. The Property and
24 all improvements shall be maintained in a clean, neat, attrac-
25 tive, safe and park-like condition at the sole cost of Agency,
26 and Los Angeles shall have no obligation to pay any portion of
27 such cost. Agency may perform such obligation by contractors or
28 by persons connected with the Ivy Substation property. However

1 the obtaining of a promise from a contractor or other person to
2 perform such obligation shall not affect Agency's responsibility
3 to maintain the Property.

4
5 11. Laws, Ordinances and Regulations
6

7 Agency agrees to abide by and conform with any and all
8 applicable laws of the State of California and/or ordinances of
9 the County of Los Angeles and/or City of Los Angeles, whichever
10 are applicable, in the operation of the Property, and to require
11 that any licensees or any other users of the Property also so
12 conform. Agency may establish regulations to govern the use of
13 the Property by licensees or any other users of the Property,
14 including members of the public, so long as such regulations do
15 not violate State law, County of Los Angeles ordinance and City
16 of Los Angeles ordinance.

17
18 12. Improvements
19

20 At all times the Property shall remain in the ownership and
21 within the governmental control of Los Angeles, subject to this
22 lease. However, if Agency submits and Los Angeles has approved a
23 master improvement plan for the Property, phased implementation
24 of the plan and phased installation of landscaping or additional
25 improvements shall be deemed approved and additional approvals
26 from Los Angeles shall not be required so long as said plans are
27 followed. However, if the proposed improvement requires applica-
28 tion for and issuance of a building permit by the Department of

1 Building and Safety of Los Angeles, Agency shall first submit
2 plans and specifications for the improvements to the General
3 Manager of the Department of Recreation and Parks of Los Angeles
4 for review and approval. The provisions of this sections shall
5 not excuse compliance with laws, ordinances or regulations ap-
6 plicable to persons generally owning, constructing, or operating
7 properties in the City of Los Angeles.

8
9 13. Title to Improvements

10
11 In lieu of monetary consideration for this lease, it is
12 intended that Los Angeles receive compensation for its lease of
13 land by (1) operation of the Property as a public park for the
14 people of Los Angeles and of Culver City, (2) by the
15 construction and installation of landscaping and other improve-
16 ments on the Property and (3) the maintenance of landscaping and
17 other improvements in good condition. If any portion of such
18 consideration were not to be received by Los Angeles, Los Angeles
19 would not have entered into this lease. Therefore, any and all
20 landscaping and other improvements to the Property, shall be
21 deemed to be improvements to the land as soon as affixed thereto.
22 Such landscaping and improvements, however, shall remain in full
23 control and management of Agency for the purpose of use, main-
24 tenance, repairs and/or replacement. Agency shall neither commit
25 nor permit any waste to the landscaping or improvements. The
26 improvements installed or placed on the Property may be removed
27 therefrom if they are replaced with another item of equal or
28 greater value but not otherwise. All improvements on the

1. property at the time this lease terminates shall be fully vested
2 in and the property of Los Angeles without payment of any further
3 compensation or other consideration to Agency, except that Agency
4 and/or any sublessee shall remain the owner of trade fixtures and
5 may remove same.

6
7 If the Property, or structures thereon, are in such a condi-
8 tion as to constitute a nuisance, then Agency shall abate the
9 nuisance, including clearing the Property, if necessary, at its
10 expense but only to the extent of insurance proceeds, if any.

11
12 14. Assignment or Sublease

13
14 Agency shall not assign or sublet the Property, or any part
15 thereof, or allow the same to be used for any other uses than
16 those specified in this lease, nor shall Agency transfer, assign,
17 or in any manner convey the rights or privileges herein granted
18 without first obtaining the written approval of Los Angeles. Any
19 assignment or sublease not previously approved in writing by the
20 General Manager of the Los Angeles Department of Recreation and
21 Parks shall be void.

22
23 The provisions of this section of the lease, however, shall
24 not prohibit Agency from assigning this lease to another local
25 government agency having the power and authority to operate the
26 Property for public park and recreational purposes, including but
27 not limited to the City of Culver City. It shall also not
28 prohibit short term exclusive or nonexclusive licenses of the

1 entire Property or of any portion thereof pursuant to paragraph 2
2 above. This section shall also not prohibit licenses for the
3 non-exclusive use of the premises, whether of the entire Property
4 or a portion thereof, and whether a single use or occupancy or a
5 series thereof, which licenses do not, by their terms, run for a
6 period of more than one year. Any other assignment, sub-lease,
7 or license of the areas shall be subject to the written approval
8 of General Manager of the Los Angeles Department of Recreation
9 and Parks.

10
11 15. Delays

12
13 This lease is made contemporaneously with the lease of an
14 adjacent property containing the Ivy Substation. In the event
15 that delays occur in the preservation, restoration and renovation
16 of the Ivy Substation Building, and Los Angeles declares that
17 said Ivy Substation lease is in default, it shall be deemed that
18 this lease is also in default if Los Angeles elects to so
19 declare, but not otherwise.

20
21 16. Default

22
23 This lease shall be in default if either of the following
24 events occur:

25
26 (1) The lease of the adjacent Ivy Substation Building
27 parcel is in default, or
28

1 (2) The Agency does not substantially perform its covenants
2 under this lease.

3
4 In the event default by Agency occurs, Los Angeles shall
5 serve Agency with a written notice specifying the default and
6 stating the period within which such shall be cured not to be
7 less than 30 days. If Agency shall have cured the default
8 specified in the notice within the period specified therein after
9 receipt of the notice, or if such default cannot reasonably be
10 cured within such period, and Agency has commenced the process of
11 curing same within 30 days and thereafter prosecutes such cure
12 with due diligence, then such default shall no longer exist.

13
14 Alternatively Los Angeles may commence appropriate legal
15 action to terminate this lease, or for damages, or for other
16 appropriate relief.

17
18 17. Termination of Lease

19
20 Agency may terminate this lease at any time but only when,
21 and if, the Ivy Substation lease is terminated without further
22 obligation by giving Los Angeles notice of such termination
23 providing such notice is given prior to restoration or renovation
24 commencing upon the property or the Ivy Substation building.
25 Agency may also terminate this lease after completing restoration
26 and renovation of the Ivy Substation building if all sublessees
27 or licensees have terminated their rights in the property or
28 consented in writing to Los Angeles terminating such rights. It

1 is the intent of this agreement and of the parties that if Agency
2 commences work of restoration of the Ivy Substation building it
3 shall complete such work regardless of Agency having a desire to
4 terminate this lease.

5
6 18. Eminent Domain

7
8 In the event all or any portion of the Property is acquired
9 by eminent domain or by purchase of the premises for public use,
10 the award or payment therefore shall be divided as follows:

11
12 As to the land, including any severance damages to the land
13 portion of a larger parcel, Los Angeles shall be entitled to
14 receive the value thereof. As to the improvements, the award or
15 payment for improvements shall first be applied to reimburse the
16 Agency for its costs and expenses arising out of the installation
17 of landscaping and improvements on the Property and any remaining
18 balance shall be payable to Los Angeles as its property. The
19 award or payment for damaging of landscaping and/or improvements
20 shall be used to repair the landscaping and/or improvements, if
21 they are repairable. Any excess of the award or payment over the
22 reasonable cost of repair including but not limited to the award
23 for trade fixtures and/or for loss of business goodwill shall be
24 shared by Los Angeles and Agency in the proportion established
25 for the sharing of insurance proceeds by Section 8 (Insurance).
26 The award or payment for trade fixtures and for business goodwill
27 belonging to sublessees or sublicensees shall be made to the
28 persons entitled thereto according to their interest.

1
2 19. Amendments to Lease, Not a Dedication
3

4 This lease may be amended at any time by the mutual written
5 agreement of Los Angeles and Agency.

6 By this lease it is not intended that any dedication occur
7 beyond that in existence at the time of execution of the lease,
8 or that rights be conveyed or vested in any additional persons or
9 intended other than Agency.

10
11 20. Taxes
12

13 If this lease, or any sublease or license granted in the
14 Property, results in the imposition of property taxes, assess-
15 ments, or other levies on the Property, Agency will pay such
16 taxes, assessments or levies within such period of time as they
17 may be due and payable and will further pay any and all
18 penalties, interest, or other charges which may be imposed be-
19 cause of a delinquency in payment of such taxes, assessments or
20 other levies.

21
22 This lease, and any sublease or license of the Property, may
23 create a possessory interest subject to property taxation and
24 Agency, sublessee or licensee may be subject to levy and payment
25 of taxes levied on said interest. In the event Agency shall make
26 any sublease or license of the Property or any portion thereof,
27 Agency shall include in its sublease or license documents a
28 clause substantially as above or such other clauses as may be

26

1 specified in Section 107.6 of the California Revenue and Taxation
2 Code or in any replacement of such section.

3
4 21. Alcoholic Beverages

5
6 Beer, wine and distilled liquors, and other forms of al-
7 coholic beverages may be dispensed, sold or offered for sale on
8 the Property without prior written approval of Los Angeles during
9 special events to which the public is not admitted, whether or
10 not consideration is paid or donations solicited, but not other-
11 wise unless the express written approval of Los Angeles is given
12 prior to such dispensing or selling of alcoholic beverages.

13
14 22. Use By City of Los Angeles Residents and
15 Organization
16

17 The Property at all times shall be available for use by
18 residents of the City of Los Angeles or organizations head-
19 quartered in the City of Los Angeles or composed of residents of
20 the City of Los Angeles without discrimination. No preference
21 will be given in reserving the use of the property for a par-
22 ticular person or organization because of residence or being
23 headquartered in Culver City.

24
25 23. Review of Financial Records
26

27 Los Angeles, by its employees or by independent accountants
28 or auditors, may at reasonable times review the financial records

1 of the Agency relating to the property and all income and ex-
2 penses connected therewith. Agency shall maintain accounting
3 records relating to the property.

4
5 24. Severability
6

7 If any provision of this lease or the application thereof is
8 held invalid, the remainder of the lease and/or the application
9 of any affected provision to other persons or circumstances shall
10 not be affected. A provision of this lease not declared invalid
11 shall remain in full force and effect.
12

13 25. Notices
14

15 Notices required or given under the lease shall be given to
16 Los Angeles at the following address:
17

18 City of Los Angeles

19 Department of Recreation and Parks

20 200 N. Main Street

21 13th Floor, City Hall East

22 Los Angeles, California 90012

23 Attention: General Manager,

24 Department of Recreation and Parks
25
26
27
28

1 Notices to agency shall be given as follows:

2
3 Culver City Redevelopment Agency

4 9770 Culver Boulevard

5 Culver City, California 90232-0507

6 Attention: Executive Director

7
8 26. Street Vacation

9
10 As soon as possible, after execution of this lease, Los
11 Angeles will commence a street vacation proceeding for Venice
12 Boulevard within the property, either under the General Vacation
13 Procedure (Sections 8320-8325) or the Summary Vacation Procedure
14 (Sections 8330-8336) of the Public Streets Highways and Service
15 Easements Vacation Law (Streets and Highways Code Sections 8300-
16 8363) and shall expeditiously process such proceeding to
17 completion. Agency shall not be charged any fees or other con-
18 sideration for processing the vacation nor for the area which may
19 be vacated.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 This lease was approved by the City Council of the City of
2 Los Angeles on NOVEMBER 7, 1986, in Council File No.
3 84-0140; ORDINANCE NO. 161758; It was approved by the Culver City
4 Redevelopment Agency on May 4, 1987.

5 APPROVED AS TO FORM:

6 Date: June 25, 1987 ^{PDE}
7 1986

8 James K. Hahn
City Attorney

CITY OF LOS ANGELES
ACTING BY AND THROUGH THE
BOARD OF RECREATION AND
PARK COMMISSIONERS

BY William R. Roberts
President

9
10 By: Richard B. Edwards
Assistant City Attorney

BY John L. Johnson

11
12 APPROVED AS TO FORM:

CULVER CITY REDEVELOPMENT AGENCY

13
14 Joseph N. Baan
15 Counsel

Paul A. Hefel

16 AGR/CCRA/MEDIA/PARK/1

MEDIA PARK

EXHIBIT A

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.

SUBJECT TO easements of the City of Los Angeles for public street purposes over that portion of the hereinabove described land described in deeds recorded in Book 11417, page 67, and in Book 12958, page 292, of Official Records, in the office of said County Recorder.

