

RESOLUTION NO. 2022-R_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, ADOPTING CITY COUNCIL POLICY STATEMENT 2302 (TOWN PLAZA USE POLICY).

WHEREAS, City Council policies are developed for the purpose of establishing standard practices and procedures for, among other things, the use of City property; and

WHEREAS, the City of Culver City ("City") desires to adopt provisions for the use of Town Plaza to promote the safe and coordinated sharing of the space for commercial, noncommercial and expressive activity, to promote City produced and sponsored activities to activate the downtown area, to preserve and promote the aesthetics of the community and to protect the public health and safety in accordance with the provisions and limitations set forth in the Town Plaza Use Policy (Policy No. 2302), attached to this Resolution as Exhibit A and incorporated herein by this reference as though fully set forth; and

WHEREAS, in establishing the Town Plaza Use Policy, the City has considered and determined the following:

- A. In developing the Town Plaza Use Policy, the City is mindful of the legal principles relating to the regulation of activity on public property. The City does not intend to suppress or infringe upon any expressive activities protected by the First Amendment of the United States Constitution or the Liberty of Speech Clause of the California Constitution. The City's Town Plaza Use Policy sets forth limits that are both reasonable and viewpoint neutral and that are also content-neutral time, place and manner regulations. The Town Plaza Use Policy regulates use of the property to protect the health, safety and public welfare, preserve the aesthetics of the space and to promote coordinated use and management of the property for a variety of activities and events; and

- 1 B. The Town Plaza Use Policy is directed at energizing the City's
2 downtown area by providing a commercial center and community
3 space for City produced and sponsored events and other events and
4 activities while ensuring the protection of the public health, safety and
5 welfare. The provisions address the need to coordinate multiple uses
6 of the limited and heavily trafficked Town Plaza area. The Town Plaza
7 Use Policy is not directed at prohibiting expressive activity but instead
8 includes provisions to ensure that expressive activity that is compatible
9 with the size and nature of the forum, as well as with the multiple uses
10 of the forum, is allowed.
- 11 C. In adopting the Town Plaza Use Policy, the City does hereby take
12 legislative notice of the various decisions regarding forum analysis,
13 viewpoint neutrality, content-neutrality, commercial speech, permitting
14 requirements and the government speech doctrine.
- 15 D. Town Plaza was designed and developed by the City to activate the
16 downtown area by providing a venue for City produced and sponsored
17 events as well as by providing an outdoor setting for the businesses
18 abutting Town Plaza, in particular for the media and restaurant
19 businesses in this location. The City operates Town Plaza as a limited
20 public forum in order to accommodate multiple uses in a safe and
21 coordinated manner including providing for the safe and convenient
22 circulation of foot traffic and providing for an aesthetically pleasing
23 space for people to shop, eat and attend special events.
- 24 E. Coordinating the uses of Town Plaza in a safe manner does not
25 require a reservation or permit for all expressive activities and thus
26 activities that are carried out by individuals or small groups, such as
27 leafleting, picketing, and assemblies involving 100 participants or less,
28 do not require a reservation or permit to use Town Plaza. The size,
shape and location of Town Plaza is not compatible with gatherings of
more than 100 participants without a permit. The permitting
requirement for gatherings of more than 100 participants in Town
Plaza allows for the coordination of multiple activities in the space, sets
forth a process for accessing any additional public services that will be
needed for large groups and allows for the City to account for other
impacts on the property.
- F. To ensure the orderly and compatible use of the forum by multiple
users, those engaged in General First Amendment activities of less
than 100 participants are not required to obtain a permit but instead
must maintain a distance of three feet from any dining area or other
area of Town Plaza temporarily or permanently in use by an abutting
business. This distancing requirement allows multiple activities to take
place in a safe, compatible and coordinated manner and reduces

1 interference with the businesses in Town Plaza while allowing General
2 First Amendment activities to take place without permits and with the
3 ability to reach any intended audience in the public spaces of Town
4 Plaza.

5 G. In order to ensure that activities at Town Plaza are conducted in a
6 manner which does not block access or egress to buildings, grounds or
7 facilities all persons engaged in General or Regulated First
8 Amendment Activities are required to maintain a distance of three feet
9 from any doorway or gateway to any building and are required to
10 maintain a clear pathway of not less than six feet in width, or ½ the
11 width available for passage, whichever is less, along any sidewalk,
12 path, walkway or passageway between buildings, landscaping or other
13 features restricting general access at Town Plaza. This ensures the
14 safety and compatibility of multiple uses at Town Plaza and allows
15 those engaged in First Amendment activities to do so with the ability to
16 reach any intended audience in the public spaces of Town Plaza.

17 H. Town Plaza is a small, elongated area boarded by Culver Boulevard,
18 Washington Blvd and various shops and restaurants and in its main
19 portion is approximately 650 square feet long and 62 square feet wide.
20 A fire lane also runs down the length of Town Plaza East and must be
21 kept clear of objects that could cause obstructions should emergency
22 vehicles need to use the fire lane. The City routinely evaluates safety
23 issues when issuing special event permits and has assessed the
24 nature of the forum and determined that Town Plaza can safely
25 accommodate groups of up to 100 participants without a permit.
26 Groups of more than 100 participants require a permit in order to
27 ensure that the City can safely coordinate the use of the space,
28 provide for pedestrian and event participant safety, and reduce undue
adverse impacts on City property and the surrounding businesses.

I. For activities that require a permit, the order of priority for requests to
use Town Plaza gives priority to City produced and sponsored events
reflecting the purpose of the forum which is to activate the downtown
area by hosting City produced and sponsored events and then
provides priority in reservations to filming-related activities and
business activities of Town Plaza adjacent businesses to further the
goal of engaging the local merchants. Other events may also request
reservations to use Town Plaza in accordance with the provisions in
the Town Plaza Use Policy.

J. To coordinate the safe and orderly use of Town Plaza, to maintain the
aesthetic attractiveness of the space, and to protect the local merchant
economy, selling merchandise or materials other than from a
storefront/brick and mortar establishment, is not allowed in Town
Plaza. A limited exception to this restriction is allowed where the

1 selling of merchandise is part of an event produced or sponsored by
2 the City, or is conducted pursuant to a City permit or a City program for
3 economic development. The exceptions provide for the selling of
4 merchandise for a limited duration coordinated with other events that
5 will not undermine the local merchant economy or negatively impact
6 the aesthetics or safety of Town Plaza. The vending restriction is not
7 targeted at expressive activity and any impact on expressive activity is
8 incidental to the City's safety, aesthetic and economic goals.

9
10 K. In order to protect the public health and safety, to ensure proper
11 ingress and egress from local business, to provide for adequate
12 pedestrian circulation and to prevent unsafe and unsightly clutter from
13 accumulating, a limited number of temporary tables or displays,
14 erected by the general public that are not part of a permitted event,
15 may only be erected on a designated sidewalk area within 25 feet of
16 the curb along Culver Boulevard, Washington Boulevard and Irving
17 Place and must be accompanied at all times. To ensure the space is
18 open to all, these accompanied temporary tables or displays may be
19 erected on a modified first-come first-serve basis where after seven or
20 more display days in a month an individual or organization must cede
21 priority to others (if any) seeking to erect a temporary table or display.

22 L. In order to protect the public health and safety, to ensure proper
23 ingress and egress from local business, to provide for adequate
24 pedestrian circulation and to prevent unsafe and unsightly clutter from
25 accumulating, temporary unattended displays are prohibited except for
26 those displays that are sponsored by the City and are accompanied by
27 a sign or a plaque identifying the display as being sponsored by the
28 City. City sponsored temporary displays are City messages
expressing the City's official views and sentiments. City sponsorship
requires approval by the City Council and represents government
speech.

M. Town Plaza may be reserved for assemblies, parades and other
events that are not produced or sponsored by the City and these
activities are limited to using no more than 25% of Town Plaza to
ensure that the general public may continue to use the space
simultaneously for multiple activities. City produced or sponsored
events are not limited by the 25% requirement and the reservation for
City produced or sponsored events may include the full use of Town
Plaza as part of the City's plan for activating its downtown area.
Where Town Plaza has been reserved for an event, other expressive
activities are allowed in the reserved area so long as they do not
unsafely impede pedestrian traffic or impede the operation of the event
or activity for which the space is reserved. This protects the rights of
those that have reserved Town Plaza space for an event while also
protecting the rights of other people to engage in other expressive

activity and to continue to use the reserved area of Town Plaza as long as the use is safe and compatible with the reserved event.

N. The restrictions of the City's Town Plaza Use Policy are both reasonable and viewpoint neutral and are also content-neutral and narrowly tailored to serve a significant governmental interest while also allowing for alternative avenues of communication. The provisions set forth in the Town Plaza Use Policy provide for the coordinated use of the forum, promote the City's safety, aesthetic and economic goals to activate the downtown area while avoiding the negative effects of an unsafe, disorganized and cluttered use of the limited space. The Town Plaza Use Policy provides ample avenues for speech activities and expressive conduct and does not limit any activity based on the message or topic of the activity and is intended to ensure that the community can safely enjoy the many multifaceted uses of the forum.

NOW, THEREFORE, the City Council of the City of Culver City, California,
DOES RESOLVE as follows:

1. The City Council hereby adopts Council Policy Statement 2302 , as set forth in Exhibit A, attached hereto and incorporated herein as though fully set forth.

2. The City Manager is hereby authorized to format the attached City Council Policy in a format consistent with other City Council adopted policies and shall include the final version of this adopted Policy with other adopted policies.

3. The City Manager shall distribute the attached City Council Policy to interested parties, which include, but are not limited to, City Staff.

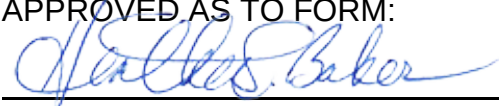
APPROVED and ADOPTED this _____ day of _____ 2022.

DR. DANIEL LEE, Mayor
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

JEREMY BOCCHINO, City Clerk



HEATHER BAKER, City Attorney

**CITY OF CULVER CITY
COUNCIL POLICY STATEMENT**

Policy Number: 2302

General Subject: Public Services

Date Issued: 11/14/2022

Specific Subject: Town Plaza Use Policy

Effective Date: 11/14/2022

Resolution No: 2022-R089

I. PURPOSE:

The purpose of this Policy is to establish policies, rules, and procedures regarding the use of City-owned property and right-of-way located at the intersection of Washington Boulevard/Culver Boulevard in Culver City (collectively, "Town Plaza"), further described in Section III, for various temporary, short-term, events, festivals, community activities and First Amendment activities. Town Plaza is regulated as a limited public forum under the rules and regulations set forth in this Policy. Through the establishment of policies, rules, procedures, and fees for the use of Town Plaza, it is the desire of the City Council of the City of Culver City ("City") to activate the downtown area, by providing a community space for events and activities, while ensuring public health, safety, and welfare is protected as well as to promote the aesthetics and coordinated use of the space. This Policy, through its application and implementation, will ensure that events are compatible in size and type for use of Town Plaza, while balancing the impacts on residential neighbors and local businesses.

II. STATEMENT OF POLICY:

It is the intent of the City Council to provide quality public facilities that are accessible and available for diverse recreational activities and to ensure community members, businesses and organizations have a safe and enjoyable environment for public events.

III. APPLICABILITY:

This Policy shall apply to the area known as Town Plaza as depicted on the attached map (Attachment No. 1).

IV. DEFINITIONS:

A. **CCMC** shall mean the Culver City Municipal Code.

B. **CCFD** shall mean the Culver City Fire Department.

C. **CCPD** shall mean the Culver City Police Department.

D. **City-sponsored** shall mean the City is both (i) participating in an official capacity in the planning, preparation or promotion of the event or activity; and (ii) contributing 25% of the total estimated costs of the event or activity, or at least \$1,000, whichever is less. This contribution may take the form of funds, labor, staff time, materials, a waiver of fees, or any combination of the foregoing.

E. **Town Plaza-East** shall mean the area of Town Plaza as depicted on Attachment No 1. Combined with Town Plaza-West, this area shall be known as "Town Plaza."

F. **Town Plaza-West** shall mean the area of Town Plaza as depicted on Attachment No. 1. Combined with Town Plaza-East, this area shall be known as "Town Plaza."

V. **HOURS OF OPERATION:** Town Plaza shall be closed to the public between 2:00 a.m. and 7:00 a.m., except for persons who are actively passing through Town Plaza on the way to another destination.

VI. **PERMISSIBLE EVENTS AND ACTIVITIES IN TOWN PLAZA:**

A. City-Produced Events and Activities. Examples of City-produced events and activities include, but are not limited to, the Farmers' Market, summer concert series, Juneteenth, and other activities.

B. City-Sponsored Events and Activities. Examples of City-sponsored events and activities include, but are not limited to, the Annual Holiday Tree Lighting and other similar events.

C. Incidental Business/Commercial Uses by Town Plaza Businesses. Examples of incidental uses include, but are not limited to, red carpet events, event décor, restaurant hostess podiums, and other activities associated with the business/commercial use of businesses immediately adjacent to Town Plaza. Incidental business/commercial uses do not require City sponsorship, provided they are conducted in compliance with this Policy.

D. Filming-Related Activities. All filming activities shall be subject to the policies set forth in Section VIII.A of this Policy and Chapter 11.14 of the CCMC.

E. First Amendment Activities: First Amendment Activities shall be subject to the restrictions set forth in Section IX of this Policy.

VII. EVENT AND RESERVATION PRIORITY AND PROCEDURES:

- A. Event Priority: Requests for use of Town Plaza for an event will be given the following priority:
1. *City-Produced Events*.
 2. *City-Sponsored Events, Activities and Displays*. City-sponsored events, activities and displays may be approved based on the following priority:
 - a. Grantees of Special Event Grants and Performing Arts Grants, or Culver City-based organizations with a cooperative memorandum of understanding with the City;
 - b. All other City-sponsored events, activities and displays.
 3. *Filming-Related Activities*.
 4. *Incidental Business/Commercial uses by Town Plaza adjacent businesses*.
 5. *All other event requests*.
- B. Reservation Priority: Reservations for the use of Town Plaza shall be considered based on the event priority set forth in Subsection A. All other reservations shall be made on a first come, first served basis. This Section does not apply to General First Amendment Activities, which may take place without a reservation and shall be subject to the guidelines set forth in Section IX of this Policy. Reservations of Town Plaza for Regulated First Amendment Activities should be made in accordance with Section IX of this Policy.
- C. Event Requirements and Procedures:
- Except as otherwise provided in this Section VII.C, all non-City-produced events in Town Plaza are required to obtain City sponsorship, a City-issued special event permit, a license agreement, and insurance.
 - Incidental Business/Commercial uses by Town Plaza adjacent businesses do not require City sponsorship, but may require a special event permit, depending on the nature of the activity. Such uses also require a license agreement and insurance.
 - Regulated First Amendment Activities shall proceed in accordance with Section IX of this Policy.
 - Use of Town Plaza is not intended for private events such as weddings, birthday parties, etc.
 - The use of Town Plaza requires a refundable deposit and applicable fees, as outlined below.

	Town Plaza - West	Town Plaza- East
Requirements	City Sponsorship	City Sponsorship
	City-issued special event permit	City-issued special event permit
	License Agreement	License Agreement

	Insurance is required, indemnifying the City	Insurance is required, indemnifying the City
	Refundable deposit varies depending on scale. Scale categories outlined below.**	Refundable deposit is \$2,500*
Other Permits and Fees	Street Use Permit -	Management Fees* paid directly to Hackman Capital Partners (HCP)/IDS Real Estate Group (IDS), which fees depend on the scale of event.
	All other City fees, as applicable to the specific event	All other City fees, as applicable to the specific event

*HCP/IDS provide maintenance for the Town Plaza-East property. The required deposit and HCP/IDS management fees are not covered by the Special Events Grants Program.

****Town Plaza – West Refundable Deposit Categories:** The categories vary based on risk and impact on the Plaza. The structure for the refundable deposit is as follows:

- Category 1. Major events that include major structures (such as stage, multiple tents), food-related activities and proposed closure of the Plaza. These large events do not qualify for waiving the deposit.
Deposit: \$2,000
- Category 2. Filming and other media rentals including still photography. Filming does not qualify for waiving the deposit.
 - Filming that requires vehicles and any type of structures on the Plaza.
Deposit: \$2,000.
 - Low-scale filming/media rentals that do not require any structures or vehicles on the Plaza.
Deposit: \$1,000.
- Category 3. Smaller events that require only a permit from Building & Safety and/or the Fire Department for the placement of a tent, canopy and/or temporary structure. This category qualifies for the deposit to be waived, upon the discretion and approval of the City Manager or his or her designee.
Deposit: \$1,000
- Category 4. Events which do not require a permit from the Building and Safety Division and/or the Fire Department and include a small scale scope, i.e., tables, chairs, photo backdrop (known as step and repeats), but does not include tents.

Deposit: \$0

D. Approval Process:

1. **City Sponsorship.** Organizations interested in proposing an event, activity or display in Town Plaza are required to obtain City sponsorship as a first step. City sponsorship can be obtained in two ways:
 - (a) applying through the City's annual special event grant process; and
 - (b) applying as an off-cycle grant/sponsorship request to City Council.The City's Special Event Grant Program Policy is included as Attachment No. 2.

E. **City-Issued Special Event Permit.**

Once the City Council approves City sponsorship of an event, an applicant is required to obtain a City-issued special event permit. This permit is obtained through the Finance Department and requires approval by and/or additional permits from various departments, depending on the nature of the event.

Examples of permits/approvals include:

- Public Works Department -
 - Environmental/Waste Plan. All events require the submittal of a waste plan to the Environmental Programs and Operations Division.
 - Mobility/Traffic Engineering. If there are street closures involved, Mobility and Traffic Engineering will require a traffic control plan. A street use permit is required for Town Plaza-West.
- Police Department –
 - Special Event Police Officers - Depending on the scope of the event, special event police officer(s) may be required.
 - Amplified Sound Permit. If amplified sound will be used, a no-fee amplified sound permit is required through CCPD. This will require signatures from businesses and residences located within a 300-foot radius from Town Plaza.
- Fire Department -
 - Tent or Fire Permits. If tents or open flames will be used, a no-fee tent or fire permit will need to be obtained through CCFD.
 - Life Safety Review. If fire lanes are obstructed or large crowds are present, applicant is subject to additional event conditions such as life safety officers, at the discretion of CCFD. (See Attachment No. 1)

The above is not an exclusive list of approvals/permits. Other permits/approvals may be required, at the City's discretion, depending on the type and scale of the proposed event.

2. At the completion of the departmental approvals, applicant must submit all required fees and deposits to receive final approval of the special event permit.

F. ***License Agreement and Insurance.*** A license agreement with the City of Culver City is required to Use Town Plaza for a special event, activity or display. A sample License Agreement, including the City's insurance requirements, is included as Attachment No. 3.

VIII. ACTIVITIES

- A. Filming. The motion picture and creative economy is the fabric of the City's history and has co-existed with the businesses and residents of Downtown Culver City for decades and continues to do so.

Filming is permitted on Town Plaza, in accordance with the requirements of Chapter 11.14 of the CCMC and in coordination with FilmLA. Filming is allowed on a first come, first served basis. CCPD coordinates all Film Permits with FilmLA.

- B. Incidental Business/Commercial Uses by Town Plaza-Adjacent Businesses. Examples of incidental business/commercial uses include, but are not limited to, red carpet events, event décor, restaurant hostess podiums, or other activities associated with the business/commercial use of the businesses immediately adjacent to Town Plaza, as listed in Attachment No. 4.

1. Pass through uses involving solely activities to facilitate a thoroughfare through Town Plaza may be approved through a City street use permit.
2. If the incidental business/commercial use requires full closure of Town Plaza, such closure shall be limited to a maximum of one day. Closure of Town Plaza in excess of one day shall require City Council approval through the City sponsorship process.
3. Incidental business/commercial uses intended to occupy Town Plaza long term, such as hostess podiums, tables, etc. require an encroachment permit, or outdoor dining license, as applicable. Short term events or activities may require a street use permit, special event permit, license agreement and/or other permits/approvals, as applicable, depending on the scope of the activity/event.

- C. First Amendment Activities. See Section IX of the Policy.

- D. Street Vending. Street vending is governed by the Culver City Municipal Code.

- E. Bicycles and Non-Motorized Mobility Devices. Bicycles, which include electric bicycles, are permitted in Town Plaza pursuant to CCMC 7.04.250 and this Policy, adopted by Resolution No. 2022-R089. Non-motorized mobility devices, such as skateboards, roller skates, roller blades, in-line skates and non-motorized scooters, are permitted to operate in Town Plaza pursuant to this Policy, subject to the rules and regulations set forth herein.

Town Plaza is designated as a pedestrian space. Riders shall operate their bicycle or other non-motorized mobility device within the designated fire lane (see Attachment 1) while in Town Plaza. All riders shall be restricted to a 3-mph speed limit and shall operate their bicycle or other non-motorized mobility device with due care and shall yield for pedestrians at all times. Riders not within the designated fire lane shall be required to dismount and walk their bicycle or other non-motorized mobility device. Appropriate signage will be posted by the Public Works Department and enforced by the Police Department (See also Section X of this Policy).

- F. Smoking. Smoking is prohibited in Town Plaza, pursuant to CCMC Section 9.11.100, et seq.
- G. Dogs. Dogs are allowed in Town Plaza, provided they are restrained by a substantial chain or leash not exceeding six feet in length, and are in the control of a competent person, pursuant to CCMC Section 9.01.335.

IX. FIRST AMENDMENT ACTIVITIES IN TOWN PLAZA: Except as otherwise provided in this Policy, First Amendment activities shall be regulated by City Council Policy Statement No. 4008: Free Speech Guidelines ("Policy 4008"). If there is a conflict between this Policy and Policy 4008, this Policy shall control. The following provisions of this Policy provide content-neutral time, place and manner regulations, and reasonable and viewpoint neutral regulations for Town Plaza as a limited public forum. The terms "General First Amendment Activities" and "Regulated First Amendment Activities" shall have the same meanings as set forth in Policy 4008 and as restated in this Section IX:

- A. Classification of Town Plaza: Town Plaza, as a limited public forum, is suitable for some but not all First Amendment activities, and requires more detailed guidelines for use in order to balance First Amendment activities with other necessary public uses of the property.
- B. Classification of First Amendment Activities: First Amendment activities are classified as follows for purposes of this Policy:
1. **General First Amendment Activities.** "General First Amendment Activities" are those typically carried out by individuals or small groups in a public forum, which generally require only limited or no regulation in

order to avoid adverse impacts on City property or other persons. General First Amendment activities are allowed in Town Plaza subject to the restrictions set forth in Section IX of this Policy, without a permit, except as otherwise specifically provided in this Policy, Policy 4008, the CCMC, or other federal, state or City laws, regulations or policies. General First Amendment Activities include the following:

- Leafleting and distribution of written materials, other than commercial advertising, providing no material is left unattended;
- Peaceful picketing or assemblies involving less than 100 participants;
- Display of hand-held signs and hand-held banners;
- Solicitation, subject to applicable regulations or policies;
- Public speech, discussion and debate;
- Circulation of petitions and collection of signatures; and
- Street performances by individuals or groups, which do not involve the use of any stage, display or equipment requiring a permit.

2. *Regulated First Amendment Activities.* “Regulated First Amendment Activities” may only be conducted in Town Plaza with a City-issued permit. Such activities include the following:

- Parades and marches – Parades and marches or other moving assembly, which require a parade permit as provided in CCMC Section 9.06.100, et seq., or other applicable regulations or policies;
- Organized assemblies, events, meetings and street performances – Organized assemblies, meetings, demonstrations or similar activities or events not qualifying as parades, but involving 100 or more persons shall require an assembly permit. An “organized” activity or event for purposes of this Policy means one that is (a) advertised or promoted in advance of the event by any written means or by any electronic media, e.g., radio, television or internet; or (b) is advertised or promoted by oral invitation, word of mouth or any other unwritten means more than 72 hours before the beginning of the activity or event. An assembly permit is also required for any performance on Town Plaza that involves a total of 100 or more performers and audience members, combined, at any time;
- Amplified sound – Amplified sound, which includes the projection of voice, music or any other sound, by means of amplified sound equipment, including any electronic, mechanical or other equipment or device used to broadcast or project sound above normal conversational levels, is subject to the restrictions and permit requirements of CCMC Sections 9.04.020 and 9.07.055, or other applicable regulations or policies;
- Tables, displays and equipment – Activities involving the placement of tables, chairs, stages, props or other equipment used

in a First Amendment Activity, and/or displays of literature, music, art or other written or recorded materials occupying more than six square feet of ground space on Town Plaza; and

- Unattended signs and displays – Unattended privately placed signs or displays are generally not permitted on Town Plaza, except as otherwise provided in this Policy.

C. General First Amendment Activities. General First Amendment Activities in Town Plaza are allowed where in compliance with the following:

1. Persons engaged in General First Amendment Activities shall maintain a distance of three feet from any dining area or any other area temporarily or permanently in use by an abutting business. .
2. No activity involving the sale of materials or merchandise is allowed in Town Plaza, other than as part of an event produced or sponsored by the City or conducted pursuant to a permit or pursuant to a City program for economic enhancement.
3. No tables or other displays may be erected in Town Plaza, other than on the sidewalk areas within 25 feet of the curb along Culver and Washington Boulevards and Irving Place and cannot block access to or egress from Town Plaza. No more than two tables or other displays per curb line shall be present at any one time. Space for tables or displays shall be available on a first-come, first-served basis. However, if an individual or organization has already erected a table or display in Town Plaza on seven or more days in a calendar month, that individual or organization shall promptly remove the table or display upon request of another person or individual desiring to use the space for a table or display.

D. Regulated First Amendment Activities: Regulated First Amendment Activities shall be restricted to the following in Town Plaza.

1. **City Events.** Events produced or sponsored by the City.
2. **Temporary Placement of City-Sponsored Unattended Displays.** City-sponsored unattended displays may be authorized by permit in special areas designated for such displays within Town Plaza. All such displays shall be accompanied by a sign or plaque identifying the City as a sponsor of the display.
3. **Assembly and Event Restrictions.** Assembly, parade or other events, except events produced or sponsored by the City, may be permitted in Town Plaza only subject to the condition that the area authorized for use is limited to not more than 25% of the available area in Town Plaza.

E. General Restrictions: In addition to the restrictions set forth in Subsections C and D, above, all First Amendment Activities in Town Plaza shall be subject to the General Restrictions, set forth in Section III of Policy 4008 and restated as follows:

1. ***Interference with access.*** No First Amendment Activities shall be conducted in a manner which blocks access or egress to buildings, grounds or facilities. For this purpose, all persons engaging in General or Regulated First Amendment Activities shall maintain a distance of three feet from any doorway or gateway to any building and shall maintain a clear pathway of not less than six feet in width, or ½ the width available for passage, whichever is less, along any sidewalk, path, walkway or passageway between buildings, landscaping or other features restricting general access.

2. ***Non-interference with other permitted uses.*** Town Plaza may be temporarily or permanently reserved for use by the City, another government agency, or by any private person or organization pursuant to a City-authorized permit, lease or license. In such cases, the permit, lease, license or other authorization issued for any planned use or activity shall designate the boundaries of the reserved area. General and Regulated First Amendment Activities in the reserved area shall be allowed so long as such activities do not impede pedestrian traffic such that a serious safety concern is present or impede the operation of an event or activity. This provision shall not be construed to restrict the use of any Town Plaza area that adjoins the reserved area for General or Regulated First Amendment Activities by any person, providing only that such activities do not interfere with access and egress to and from the reserved area.

Except where a permit, lease, license or other authorization has been issued, all First Amendment Activities shall be allowed on a first-come, first-served basis, unless otherwise provided by City policies, regulations or use schedules governing the specific facility or area in question.

3. ***Compliance with other laws.*** All First Amendment activities shall comply with all applicable provisions of the CCMC or other federal, state or City laws, regulations or policies. Persons engaging in First Amendment Activities in Town Plaza shall also comply with any lawfully issued order of any law enforcement officer or emergency personnel.

F. Permit Procedures and Standards: Permits governing Regulated First Amendment Activities shall be processed under the general procedures set forth in Section V of Council Policy 4008, except as otherwise provided by applicable ordinances. If there is a conflict between the Permit Procedures

and Standards in Section IX of this Policy and Council Policy 4008, Section IX of this Policy shall control.

- G. Conflict between Policies: If there is a conflict between Section IX of this Policy and Policy 4008, Section IX of this Policy shall control.

X. ENFORCEMENT

- A. A sign shall be conspicuously displayed in Town Plaza which states the hours of operation and other Town Plaza policies, rules and regulations, as set forth in this Policy.
- B. Persons using Town Plaza shall comply with all applicable provisions of the CCMC or other federal, state or City laws, regulations or policies.
- C. Persons found to be entering, using, or abetting the use of Town Plaza in violation of applicable laws and posted notices are subject to removal from the Town Plaza area.

ATTACHMENT NO. 1
DEFINED AREAS OF “TOWN PLAZA” WITH FIRE LANE



	Town Plaza-West
	Town Plaza-East
	FIRE LANE

ATTACHMENT NO. 2
SPECIAL EVENT GRANT PROGRAM POLICY

(Behind this Page)

**CITY OF CULVER CITY
COUNCIL POLICY STATEMENT**

Policy Number: 2502

General Subject: Public Services

Date Issued: 01/09/2017

Specific Subject: Special Events Grant Program

Effective Date: 01/09/2017

Resolution No: 2017-R006

I. PURPOSE:

To establish guidelines and procedures for the processing of requests for financial support of special events (including a contribution of funds, labor, staff time, materials, a waiver of fees, or any combination thereof).

II. STATEMENT OF POLICY:

The City of Culver City ("City") shall establish a Special Events Grant Program ("Program") which shall define specific parameters for requests for financial support of special events and objective criteria for the review and potential approval of such requests. The Program shall include an annual, public call for applications; formal application review by an advisory panel; and transmittal of funding recommendations for City Council review, approval, amendment or denial. This process shall be conducted once each fiscal year to align with the annual budget process.

Through implementation of this Program, it is the City Council's intent to achieve the following goals and benefits:

- More coordination in administration of City-supported special events through a formal application, review and funding process;
- Enhanced, objective and clearly defined criteria used to evaluate requests for City support;
- Increased transparency of annual budgeting and monitoring of actual costs for financial support of special events; and
- Improved budget reliability through outlined funding and accounting procedures.

III. BACKGROUND:

The City recognizes the community and economic benefits associated with special events. In turn, the City annually receives regular requests for funding assistance and sponsorship for special events in the form of fee waivers for City permits, in-kind and/or direct staffing services, and cash sponsorships. Rather than evaluating applications at various times throughout the year on a case-by-case basis, and to continue to encourage organizations to produce special events in the City, the City shall implement a more streamlined approach for special event support through the Special Events Grant Program.

IV. DEFINITIONS:

- **Cash Funding:** Cash outlays provided to a Grant Recipient, at not-to-exceed levels, to support any/all associated costs to conduct a special event.
- **City-Sponsored Event:** Consistent with the criteria set forth in Culver City Municipal Code §17.330.040, an event or activity where the City is both (a) participating in an official capacity in the planning, preparation or promotion of the event or activity; and (b) contributing 25% of the total estimated costs of the event or activity, or at least \$1,000, whichever is less. This contribution may take the form of funds, labor, staff time, materials, a waiver of fees, or any combination of the foregoing.
- **Community/Charitable Events:** Small, community-oriented events that serve or benefit locally based organizations and causes and/or provide recreational, cultural and/or social benefits to Culver City residents.
- **Fee Credits:** Credits provided to a Grant Recipient, at not-to-exceed levels, to cover charges correlating to amounts of City fees for permits, equipment use, facility rental, and administrative/staff-associated costs to conduct a special event.
- **Grant Award:** Amount awarded to a Grant Recipient in accordance with Program requirements and this Policy, whether in the form of Fee Credits or Cash Funding.
- **Grant Agreement:** The document executed by a Grant Recipient and City Manager setting forth the terms and conditions of special event support, and defining the type and amount of financial assistance awarded.
- **Grant Recipient:** The applicant organization to which Program support is awarded.

- **Signature Events:** Large-scale, visitor-attracting events that provide a measurable economic benefit to the City, while enhancing the quality of life within Culver City with recreational, cultural, social and/or educational activities of interest to the community.

V. PROCEDURES & REQUIREMENTS:

A. ANNUAL BUDGET PROCESS

Annually, the City Manager shall include in the Proposed Budget a recommendation of funding appropriations in support of the Special Events Grant Program. The Chief Financial Officer shall assign designated accounts for the purpose of expensing Fee Credits and Cash Funding as approved through the Program.

B. SPECIAL EVENTS GRANT PROGRAM DETAILS

City support of qualified special events shall henceforth occur through an annual application, review and funding process. The process shall involve a call for applications, a review by an advisory panel of all completed applications received by the submission deadline, the assignment of recommended funding levels for each special event, and the formal review of the recommendations for approval or amendment by the City Council. The process shall be conducted once each fiscal year to align with the City's annual budget process.

The advisory panel shall consist of a Special Events Grant Program Ad Hoc Subcommittee of the City Council, which shall be appointed by the City Council upon adoption of this Policy, and each year thereafter during the regular City Council subcommittee appointment process. The Ad Hoc Subcommittee shall be supported by the Chief Financial Officer, his/her designee and/or other staff from the Finance Department.

The Special Events Grant Program shall provide financial support to two categories of events:

1. *Community/Charitable Events* – Events that serve or benefit locally based organizations and causes and/or provide recreational, cultural and/or social benefits to Culver City residents. Culver City-based organizations and events that serve the Culver City community specifically, receive priority in funding.

Grant Awards will be available at fixed, not-to-exceed levels that correspond to the amount of City fees the applicant is expected to pay. Successful applicants will be awarded grants in the form of credits toward

their City fees. If a Grant Recipient incurs costs (fees) higher than the Grant Award, they shall be responsible to pay the City those costs and fees not covered by the Grant Award. If the Grant Recipient's actual costs are lower than the projected costs set forth in the Grant application, the City shall retain the difference. All Grant Agreements shall include right to audit language.

2. *Signature Events* – Large-scale events, that promote Culver City regionally, attract visitors, provide measurable, economic benefits to the City, and enhance the quality of life within Culver City with recreational, cultural, social and/or educational activities of interest to the community.

Grant Awards will be available at fixed, not-to-exceed levels based upon an evaluation of the special event budget, the estimate of City fees, and the estimated economic benefits to the City. Preference will be given to special events where the City's financial support represents no more than 25% of the overall special event budget. The City may enter into multi-year agreements with Grant Recipients. All Grant Agreements, whether for one year or multiple years, shall include right to audit language and measurable objectives and performance measures for evaluating the event's marketing and economic impact.

C. APPLYING FOR SPECIAL EVENT GRANTS

1. CALL FOR APPLICATIONS

On or before January 31 of each year, the City shall issue an annual Call for Applications for the Program for special events occurring during the following fiscal year. A mandatory pre-application meeting shall be held prior to the application deadline. Attendance of all applicants at the pre-application meeting is mandatory.

2. ELIGIBILITY CRITERIA

- A. *Eligibility:* To be eligible to receive City support, applicants must demonstrate that:
 - a. If the event is a Community/Charitable Event, that it takes place entirely within or immediately adjacent to Culver City.
 - b. The event is scheduled to take place within City's annual fiscal year (July 1 through June 30) and the exact date(s), time(s) and location(s) within Culver City have been determined.

- c. The applicant has no outstanding debt owed to the City of Culver City.
- d. The event is open and accessible to the community/general public. (Note: Events are not required to be free of charge.)

**The City of Culver City will give preference to Culver City-based organizations and events that serve the Culver City community specifically.*

B. *Ineligibility:* The City will not provide financial support to:

- a. Events that serve a political purpose or are sponsored by political organizations.
- b. Event organizers and organizations that have not fulfilled previous City sponsorship or special event obligations (including post-event financial or performance measurement information), have been in breach of the terms of a prior Grant Agreement, or have an outstanding debt to the City of Culver City.
- c. Individuals.
- d. Invitation-only events; those events not open to the general public.

3. MINIMUM APPLICATION REQUIREMENTS

To qualify to receive City special event support, all applications must comply with the following:

- A. Must be submitted online and on time, and must have complete information. Late or incomplete applications, or applications that do not fully comply with the instructions may not be considered.
- B. Must include a copy of the complete special event budget.
- C. Must describe measures that will be taken to ensure strong financial management and control over the special event, including cost effectiveness.
- D. Must indicate willingness and ability of the organization to enter into a Grant Agreement with the City, a draft version of which will be provided with the application material.

4. EVALUATION CRITERIA

A. *Community/Charitable Events* applications will be reviewed and evaluated based on the following criteria:

1. The event serves, involves, and/or promotes Culver City, its residents, schools, and/or businesses.
2. The event directly or indirectly benefits the Culver City community; offering educational, cultural and/or arts experiences; and/or providing secular, recreational or social activities.

B. *Signature Events* applications will be reviewed and evaluated based on the following criteria:

1. The special event delivers substantive and measurable economic benefits to the City.
2. The special event organizers utilize strategic marketing practices in planning and implementing the event.
3. The special event enhances the quality of life within Culver City with recreational, cultural, social and/or educational activities of interest to the community.
4. The special event attracts visitors to Culver City.
5. The special event promotes Culver City as a highly desirable place to live, visit, work and recreate.
6. The special event directly or indirectly benefits or promotes Culver City businesses or entities.

5. OTHER REQUIREMENTS

A. *Grant Recipients of Community/Charitable Events and Signature Events:* All Grant Recipients will be expected to follow the City's separate, Special Event Permit Process and submit all necessary forms, business licensing, insurance and fees as required. Applications that do not meet the applicable Special Event Permit requirements and are not submitted within the specified deadlines risk forfeiting their Grant Award.

B. Signature Event Grant Recipients Only:

- The Grant Agreement will include mutually agreed upon performance measures for the special event. Event organizers will be required to demonstrate how the special event met, or did not meet, the agreed upon performance measures in a required, post-event report.
- Signature Event Grant Recipients must agree to provide post-event financial statements and allow the City to conduct its own review or audit of them, if requested.

C. *Banners:* For the purpose of allowing banners to be posted in the public right away, a special event must be specifically designated a City-Sponsored Event (as defined in this Policy and CCMC §17.330.040). Special events receiving Grant Awards do **not** automatically receive status as a City-Sponsored Event. Applicants seeking City Sponsorship designation, should note such request on their application where indicated. The application will be evaluated to determine whether the criteria for City-sponsorship can be satisfied. If eligible for City-sponsorship, the City Council will consider designating the event a City-Sponsored Event at the time of award of the grant.

D. SPECIAL EVENT GRANTS FUNDING

The purpose of the Program is to provide funding support for qualified special events and to assist with the City fees associated with executing a special event in Culver City. The purpose is not to fund the entirety of a special event and Grant Awards shall not be awarded for the purpose of covering all of a special event's associated City fees.

Community/Charitable Event Grant Awards will be offered in the form of fee credits to cover fees associated with executing a special event in Culver City, including, but not limited to permits, equipment use, facility rental and/or administrative and staff associated costs.

Signature Event Grant Awards will be offered in the form of either cash support or fee waivers. Preference will be given to special events where the City's financial support represents no more than 25% of the overall event budget. All Signature Event Grant Recipients will be required to enter into a Grant Agreement, which should include right to audit language and measurable objectives and performance measures for evaluating the event's marketing and economic impact.

In order to track the types of events supported and the level of support provided over time, event support is categorized into the following three-tiered system:

*A. Community/Charitable Event Grants**

Tier 1 - \$100 - \$2,500

Tier 2 - \$2,501- \$7,500

Tier 3 - \$7,501- \$15,000 +

**Based upon City Special Event Permit Fee and estimated or average related City fees.*

*B. Signature Event Grants**

Tier 1 - \$1,000 - \$10,000

Tier 2 - \$10,001 - \$25,000

Tier 3 - \$25,001 +

**Grant Awards provided based on analysis of related City event fees and economic benefits City will derive from the event.*

E. OFF-CYCLE SPECIAL EVENT GRANT REQUESTS

Notwithstanding the provisions of this Policy and the Program requirements, the City Council retains discretion to consider additional special event support requests presented outside of the Call for Applications period set forth in this Policy. All off-cycle special event support requests shall be presented to the City Council, which may authorize transmittal of the request to the Special Events Grant Program Ad Hoc Subcommittee, for evaluation of the request utilizing the eligibility and evaluation criteria set forth in this Policy.

****This Policy supersedes the Special Event Sponsorship Policy issued on April 11, 2011 by Resolution No. 2011-R023.***

ATTACHMENT NO. 3
SAMPLE LICENSE AGREEMENT
(This is a sample only and may be adjusted for**
a particular use of Town Plaza at the City's discretion.)**

CITY OF CULVER CITY

LICENSE AGREEMENT

WITH: << LICENSEE>>

FOR: USE OF TOWN PLAZA FOR THE
<EVENT NAME>>

The CITY OF CULVER CITY, a California municipal corporation (hereinafter "City"), hereby grants a license to the <<LICENSEE>>, a xxx corporation (hereinafter "Licensee"), for use of a portion of City's Town Plaza property for the <<NAME OF THE EVENT>> ("Event").

The City property licensed hereunder shall be referred to as "the Premises." The license granted hereunder shall be referred to as "Agreement" and shall be subject to all the following terms and conditions:

1. DESCRIPTION OF PREMISES: The Premises identified consist of a portion of Town Plaza, City-owned property, located at 9300 Culver Blvd. Culver City, California, and more specifically identified on Exhibit A, attached hereto and incorporated herein by reference.

>>Section below, if applicable>>
Licensee will also use the adjacent Culver Steps (Steps), private property, located at 9300 Culver Blvd and owned by Hackman Capital Partners (HCP), identified on Exhibit A, attached hereto and incorporated herein reference. City has obtained authorization from HCP for Licensee to use the Steps for the Event.
2. LICENSE TERM: The License shall commence on <<Start date and time>> and expire on <<end date and time>> (collectively, "License Term").
3. USE OF THE PREMISES: With the exception of the purposes described in this Agreement, Licensee shall not be authorized to use the Premises for any other purpose whatsoever. Licensee may use the Premises only for the setup, operation and break down of the Event, as more particularly described in the Schedule of Events, attached to Licensee's Special Event Permit. The Special Event Permit, including all related attachments, are attached to this Agreement as Exhibit B and incorporated herein by reference. In addition, Licensee may set up certain equipment, and allow certain activity on the Premises, in the locations identified in the Special Event Permit and described as follows: <<provide description here>>, as set forth in Exhibit A.

4. SECURITY DEPOSIT: Licensee shall submit to City a refundable deposit in the amount of \$X,XXX as security by <<date due>> which shall be applied by City to repair or replace any broken or damaged property or equipment and perform required maintenance of the Premises not otherwise performed by Licensee at the conclusion of the Event (See Section 7 of this Agreement), to pay third party expenses incurred on behalf of City, as a result of Licensee's actions, and/or to compensate City for time expended responding to complaints or needs arising from Licensee's activities related to this Agreement. In the event the cost of the expenses described in this Section 4 exceeds the \$X,XXX security deposit, Licensee shall be solely responsible for such costs and shall pay any outstanding balance within 30 days of the conclusion of the Event.
5. LICENSE FEES AND GRANT AWARD:
 - a. There are no license fees associated with the use of the Premises; however, Licensee will be responsible for Management Fees as deemed appropriate by HCP for use of the Steps.
 - b. (If Applicable) As per City Council meeting on <<date of meeting>>, the Licensee was awarded a <<Special Event Grant/ Performing Arts Grant>> in the amount of \$X,XXX ("Grant Award"). Licensee shall be paid in one lump sum up to the maximum amount of the Grant Award within 30 days after the City receives an invoice from the Grantee of Event expenses and a copy of the Event flyer describing the performance.
6. COMPLIANCE WITH LAWS AND CITY REQUIREMENTS: Licensee shall comply with all federal, state and local laws, statutes and ordinances in connection with Licensee's entry onto and use of the Premises under this Agreement. Licensee, at no cost or expense to City, and as a necessary condition for the exercise of any rights under this Agreement, shall obtain all required permits from the City of Culver City, 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, not less than seven days prior to the Event. City shall coordinate and cooperate with Licensee in Licensee's activities to obtain all necessary government permits and permissions. In addition, during all times Licensee uses the Premises, Licensee shall comply with all of the following:
 - a. The conditions of approval reflected in the Special Event Permit.
 - b. All requirements of City, including, but not limited to Community Development, Public Works, Police, and Fire.
 - c. Signage placed on the Premises shall be limited to wayfinding signage only, unless otherwise specifically approved, in writing, by the City Manager or his/her designee.

7. CONDITION OF PREMISES UPON VACATION AND REPAIR OF PROPERTY AND EQUIPMENT: Upon vacation of the Premises, Licensee shall remove all trash and debris from the Premises, remove any substances placed on the Premises, and leave the Premises in the same condition in which the Premises were found upon commencement of Licensee's use of the Premises, pursuant to this Agreement. Licensee shall be solely responsible, at its sole cost and expense, for the repair or replacement, to the reasonable satisfaction of the Public Works Director/City Engineer, of any broken or damaged City-owned or operated real or personal property or public right-of-way caused, directly or indirectly, by Licensee's activities related to the Event. City shall invoice Licensee for all costs associated with such repairs not otherwise covered by the Security Deposit (as set forth in Section 4), which invoice shall be paid within 30 calendar days of the date of the invoice.
8. CITY RESPONSIBILITIES: <<OUTLINE RESPONSIBILITIES AGREED UPON BY CITY>> for use on the Premises.
9. HAZARDOUS MATERIALS: Licensee shall not store or use or consent to the storage or use of any Hazardous Materials on the Premises. 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.
10. INSURANCE: Without limiting its obligations pursuant to Section 11 of this Agreement, Licensee shall procure and maintain, at Licensee's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit C.

11. INDEMNIFICATION: By and on behalf of the Licensee, in consideration of the request for and the granting of this License, it is hereby agreed that the Licensee shall indemnify, defend (at Licensee's sole expense, with legal counsel approved by City) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees, and Hackman Capital Partners, its officers, agents, and employees (hereinafter, collectively, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, reasonable attorneys' fees and judgments arising out of or in any manner related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage. Licensee agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence. The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by 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, City or any Indemnitee. In addition and for the same consideration, by and on behalf of the Licensee it is hereby agreed the Licensee shall, and hereby does indemnify, hold harmless and defend Indemnitees for any and all claims, judgments, demands and liability, including attorney fees and medical, court and appeals board and any other costs related to any worker's compensation claim, benefits or liability resulting from any injury to any City personnel arising or resulting directly or indirectly from any activities related to this Agreement.
12. 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.
13. GOVERNING LAW: The terms of this License shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.
14. LITIGATION FEES: Should litigation arise out of this License or the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
15. TRANSFERABILITY AND ASSIGNABILITY: This License is neither transferable nor assignable by Licensee.
16. NOTICES: All notices given or required to be given pursuant to this License shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: City of Culver City
Attn: Jesse Mays, Assistant City Manager
9770 Culver Boulevard
Post Office Box 507
Culver City, California 90232-0507

To Licensee: _____

17. ENTIRE AGREEMENT: This License constitutes the entire agreement of the parties hereto relating to the Premises and shall supersede prospectively from the date it is entered into any and all prior written or oral negotiations or agreements of the parties relating to the Premises. This License shall not be modified in any particular manner except by a written amendment duly executed by the parties.
18. 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.

<<LICENSEE NAME>>

DATE: _____ BY: _____

DATE: _____ CITY: _____

BY: _____
John Nachbar
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Jesse Mays
Assistant City Manager

Heather Baker
City Attorney

**EXHIBIT A
EVENT DIAGRAM**

**EXHIBIT B
SPECIAL EVENT PERMIT**

(Behind this page.)

EXHIBIT C 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 Three Million Dollars (\$3,000,000) each occurrence, with not less than Six Million Dollars (\$6,000,000) 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 be utilized to satisfy, to the extent of the coverage limits, the City's self-insured retention under any other policy of insurance. The coverage shall not be excess or contributing with respect to the City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
- b. The policy shall provide \$3,000,000 coverage per accident, for owned, hired and non-owned automobile liability; automobile liability coverage may be satisfied with a stand-alone policy or as a component of the CGL policy;
- 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 Paragraph 11 of this Agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees, and Hackman Capital Partners, its officer, agents, and employees, will be named as additional insureds** in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.
- f. The Policy shall not contain an "Independent Negligence" provision that would void or otherwise nullify the insurer's obligation to defend and indemnify the City of Culver City in the event that its independent negligence is alleged or proven.

- g. The CGL limits may be satisfied with a primary policy with \$3,000,000 occurrence/\$6,000,000 annual aggregate, OR, by a primary policy with lower limits of coverage plus an Excess or Umbrella policy which will satisfy the occurrence and aggregate limit requirement. If Licensee's insurance coverage provides coverage in excess of these required limits, but is eroded by payment or claim reserves, then Licensee or its insurance carrier shall notify the City of Culver City within ten (10) days when the contractual coverage limits provided are below the required coverage limits.
- h. The City of Culver City reserves the right to review and waive or modify the CGL aggregate requirement in the event that an adequate project specific policy and limits are provided.

2. Reserved.

3. Reserved.

4. If the Agreement will have Licensee employees working within the City limits, Licensee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Licensee shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

B. Waiver by City.

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 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-:VIII or better in the current Best's Insurance Reports;

2. Licensee shall provide 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. 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 Licensee.

ATTACHMENT NO. 4
Address List of Qualifying Businesses
for Incidental Business/Commercial Use per Section VI

1. 9300 Culver Boulevard
2. 9400 Culver Boulevard
3. 9500 Culver Boulevard
4. 9512 Culver Boulevard
5. 9514 Culver Boulevard
6. 9516 Culver Boulevard
7. 9426 Washington Boulevard
8. 9432 Washington Boulevard
9. 9336 Washington Boulevard
10. 3912 Van Buren Place
11. 3918 Van Buren Place