

MEETING DATE: February 23, 2009

AGENDA ITEM: 1) Consideration of a Fee Waiver Request by the Culver City Exchange Club for the Sixth Annual Culver City Car Show; 2) Approval of a License Agreement for the Car Show; 3) Consideration of Designation of the Sixth Annual Culver City Car Show as a City-Sponsored Event; and 4) Determine the Level of Redevelopment Agency Support for the Car Show.

ATTACHMENTS

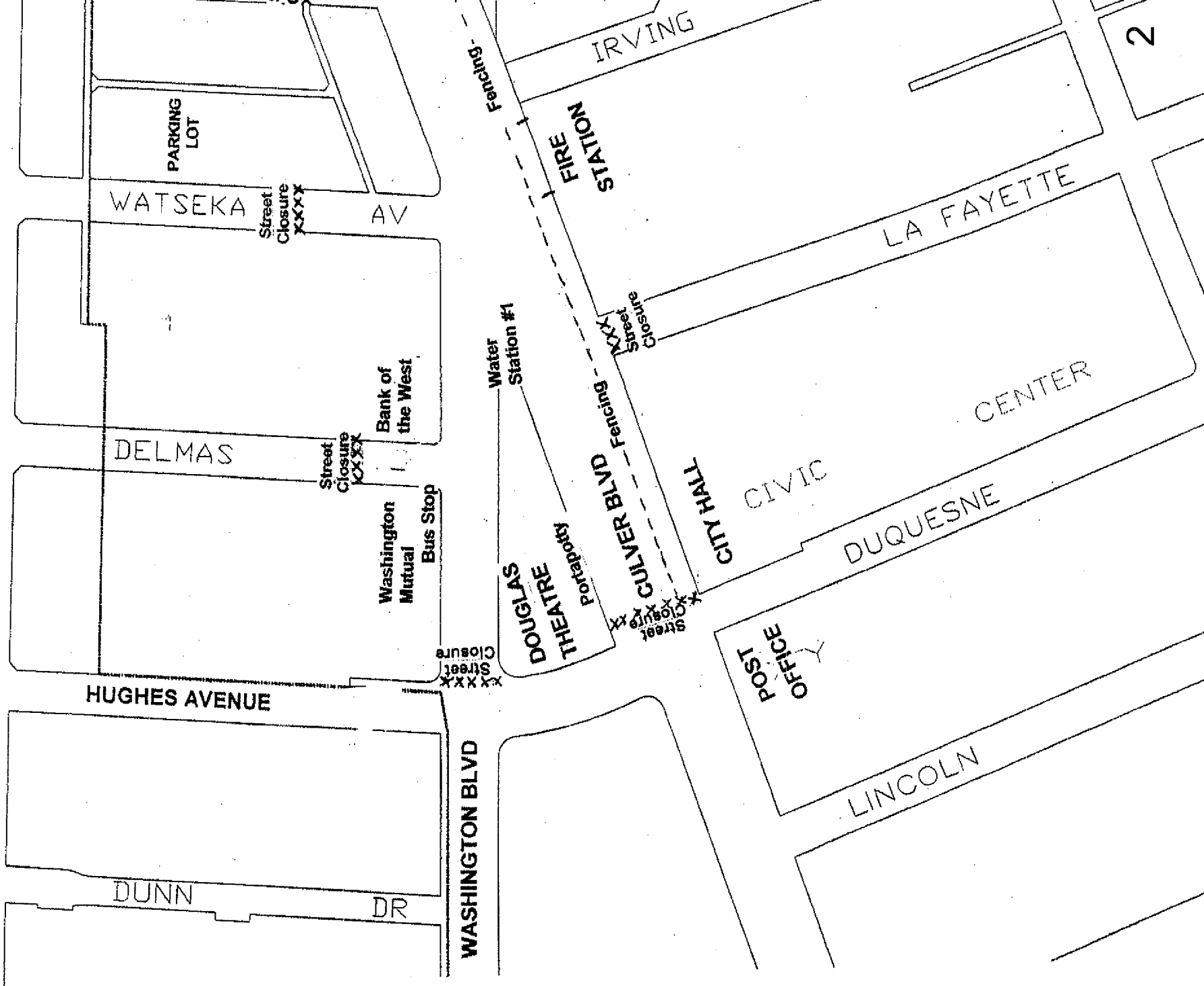
	<u>Pages</u>
1. Map of Downtown Culver City Street Closures	1-2
2. September 16, 2008 Letter and Attachments from the Culver City Exchange Club	3-9
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4. Cost Comparisons for 2008 and 2009	11

CULVER CITY CAR SHOW SITE MAP – May 9, 2009

1

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2



ATTACHMENT 2

CC: Council
J. Full

Excd.

Memo

Culver City Exchange Club
P.O. Box 212, Culver City, CA 90231
"Unity in Service Through Daily Acts and Steadfast Purpose"

RECEIVED

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CITY MANAGER'S OFFICE
CITY OF CULVER CITY

September 26, 2008

Honorable Mayor and
Members of the City Council
City of Culver City
9770 Culver Blvd
Culver City, CA 90232

Dear Mayor and Members of the City Council:

The Exchange Club of Culver City respectfully requests the City of Culver City Council agendaize consideration of the 2009 Culver City "Cruisin' Back to the 50's" Car Show for sponsorship. This will be the 6th year for the Exchange Club to host the Culver City Car Show. We are looking forward to another wonderful community event. Of course, it would not be possible without the support of the City of Culver City.

In order to ensure that the City Council has ample time to consider its support we are requesting that you direct staff to agendaize the item within the next two months. This will allow the Culver City Exchange Club to know whether the City's support is available. As I said, the Car Show is not possible without City support, therefore, your consideration and approval are vital to keeping this event going.

I have included the equipment needs and a draft of the License Agreement for the benefit of staff. Please contact me at 951-219-5230 if you have any questions or need additional information. Thank you for your attention to this request.

Sincerely,

Marty Nicholson

Marty Nicholson
President
Culver City Exchange Club

Enclosures

Culver City Exchange Club
"Unity in Service Through Daily Acts and Steadfast Purpose"
P.O. Box 212, Culver City, CA 90231

September 2008

Sanitation, Public Works, Fire, Parks & Police
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232

Dear Department:

Here is the list of assistance needed for the 6th Annual Car Show. If you have any questions, please contact me at 951-219-5230.

Sanitation Division:

1. 34 pedestrian cans in the downtown area.
2. Drivers to staff scout vehicles to pick up trash from pedestrian cans and deliver to bins.
3. Provide recycle cans as necessary. *15*
4. Service community compactors as necessary at the end of the event.

Public Works Department:

1. Provide one person to oversee electrical requirements for the day of the event.
2. *Street barricades*

Fire:

1. Provide 15 radios for the event.

Parks Division:

1. Provide GEM Truck for the event.
26 Chairs
1 podium

Police:

1. Staff street closures as appropriate.
2. Provide officers and reserve officers as deemed necessary.

~~Thanks for all your assistance in processing our requests and in helping to make the 6th~~
Annual Culver City Car Show a success.

Sincerely,

Marty Nicholson

Marty Nicholson
Culver City Exchange Club

LICENSE AGREEMENT

WITH: CULVER CITY EXCHANGE CLUB

FOR: CLOSURE OF SEVERAL STREETS IN THE DOWNTOWN AREA

The CITY OF CULVER CITY, hereinafter "City," hereby grants a license to the CULVER CITY EXCHANGE CLUB, a California non-profit corporation, hereinafter "Licensee", for permission to close and use certain streets to public vehicular vehicles for a car show. The area to be closed and used by Licensee is illustrated on Exhibit A and, hereinafter, referred to as the "Premises." This license shall be subject to all the following terms and conditions:

1. USE OF THE PREMISES AND TERM: Licensee may use the Premises only for the set up, operation and break down of the George Barris Car Show (the "Car Show") on May 9, 2009 from 5:00 a.m. through 5:00 p.m., provided that Licensee shall not begin set up until all street closures have been installed. The Car Show shall include and be limited to:
 - Full closure of the streets shown on Exhibit A;
 - Partial closure of the streets shown on Exhibit A;
 - Use of the Armory Building parking lot for early morning staging and all day Parking of trailers used to transport the classic automobiles being displayed;
 - Use of Veteran's Auditorium parking areas along Culver Boulevard for early morning staging area overflow, provided, that such use shall be terminated no later than 9:00 a.m.
 - Display of classic automobiles on the vehicular rights-of-way portions of the Premises;
 - Operation of booths for vendors of food, retail and other items not in competition with the existing business in the Downtown area

In addition, Licensee shall be permitted to use the following City equipment (the "Equipment") for the Car Show during the term of this License:

- 15 recycle containers from Sanitation Division
- 34 pedestrian cans from Sanitation Division
- 15 radios from the Fire Department;
- 1 GEM cars from the Parks, Recreation and Community Services Department
- 16 eight-foot tables from the Parks, Recreation and Community Services Department
- 26 chairs from the Parks, Recreation and Community Services Department
- 1 podium from the Parks, Recreation and Community Services Department
- Street barricades as required by City.

In exchange for City's permission to use the Equipment, Licensee shall provide City with use of three (3) booth spaces and one (1) vehicle display space during the Car Show for purposes deemed appropriate by City. In addition, Licensee shall provide advertising for related City events occurring on the day of the Car Show, at no cost to City.

2. REPAIR OF PROPERTY AND EQUIPMENT: Licensee shall repair or replace, to the reasonable satisfaction of the Public Works Director/City Engineer, 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 Car Show ("Damage").
3. ADHERENCE TO CITY REQUIREMENTS: During all times Licensee uses the Premises, Licensee shall comply with all the following:
 - a. The conditions of approval granted by City's Committee on Permits and Licenses at its meeting of pending and reflected in the approved minutes therefore and the permit issued by the Committee (collectively, attached hereto as Exhibit B);
 - b. Licensee shall notify both public and private emergency paramedic services that report to Brotman of the routing of vehicles;
 - c. All requirements of City, including, but not limited to, Fire, Police, Public Works, Parks, Recreation and Community Services, Community Development and Transportation Departments;
 - d. Signage (other than that described in e. and f., below) shall be limited only for the purposes listed below and only as specifically approved, in writing, by the City Manager or his/her designee:
 - 1) Safety and general information about the Car Show while the Car Show is open;
 - 2) Street closures;
 - 3) Directional signage for staging areas and visitor parking; and
 - 4) Various locations in various places for toilet facilities, the opportunity drawing tent, T-shirts sales, vendor sign on vendor tents, only one sponsorship banner over main stage, sponsorship signs on security fencing.
 - ~~e. At Licensee's sole cost and expense, changeable message signs shall be placed in various locations (as determined by the City's Traffic Engineering Manager);~~
 - f. Two (2) days prior to the Car Show, Licensee shall ensure "Parking for Residents Only" signs are properly and temporarily installed in the adjacent residential neighborhoods along Van Buren, Irving and Lafayette (the "Adjacent Residential

Areas”);

- g. Licensee shall ensure residents in the Adjacent Residential Areas are provided temporary parking passes for exemption to the no parking signs posted pursuant to d., above;
 - h. Coordinate with the Kirk Douglas Theatre (the “Theatre”) on the day of the Car Show, Licensee shall: 1) ensure that Car Show vehicles are not parked on either side of Culver or Washington Boulevards, next to the Theatre, if a performance is scheduled; 2) place a volunteer at the Culver City City Hall parking garage to ensure that only Theatre ticket holders and City employees have access to the parking garage; and 3) coordinate with City staff (Police and Traffic Engineering) a plan for departure of Car Show vehicles located near the Theatre to minimize noise levels.
4. **CONDITION OF PREMISES UPON END OF TERM OF LICENSE:** Upon the end to the term of this License, Licensee shall remove all trash and debris, and leave the Premises in the same condition in which the Premises were found upon commencement of Licensee’s use of the Premises.
5. **INSURANCE:** Without limiting any other obligation set forth in this Agreement, Licensee, prior to use of the Premises, shall provide City with a Certificate of Insurance in the amount of Two Million Dollars (\$2,000,000) for General Liability (the “Policy”). That amount may be provided by two separate One Million Dollar (\$1,000,000) policies. The Policy(ies) shall provide, or be endorsed, with an endorsement approved by the City Attorney’s Office, which shows City and its officers and employees are additional insureds under the Policy, the Policy is primary, the Policy has a severability provision and any other City-policy is non-contributing.
6. **INDEMNIFICATION:** By and on behalf of Licensee in consideration of the request for and the granting of this License, it is hereby agreed Licensee shall and does hereby indemnify, hold harmless and defend City and each of its officers, employees and representatives (“Indemnitees”) from any and all liability claims, damages, judgments, demands, including attorney fees and court costs, whatsoever, which may arise against any or all Indemnitees by reason of any real or personal property damage, personal injury or death arising or resulting directly or indirectly from Licensee’s activities related to the Car Show.
7. **GOVERNING LAW:** The terms of this License shall be interpreted according to the laws of the State of California. If litigation occurs, then venue shall be in the Superior Court of Los Angeles County.
8. **LITIGATION FEES:** If litigation arises out of this License for the performance thereof, then the court shall award costs and expenses, including attorney’s fees, to the prevailing

party. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

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

10. 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: Sol Blumenfeld, Community Development Director
City of Culver City
9770 Culver Boulevard
Culver City, California 90232-0507

To Licensee: Culver City Exchange Club
Attention: Marty Nicholson, President
P.O. Box 212
Culver City, CA 90232

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

CULVER CITY EXCHANGE CLUB

Date: _____

By: _____

President

(Signatures continued on page 5)

(Signatures continued from page 4)

CITY:

Date: _____

By: _____
Jerry Fulwood
City Manager

APPROVED AS TO FINANCING:

APPROVED AS TO CONTENT:

Jeff Muir
Chief Financial Officer

Sal Blumenfeld,
Community Development Director

APPROVED AS TO FORM:

APPROVED AS TO TAX CERTIFICATE:

Carol A. Schwab
City Attorney

Nagam Rao
Treasury Division Manager

ATTACHMENT 3

October 30, 2008

Ms. Marty Nicholson
President
Culver City Exchange Club
P.O. Box 212
Culver City, CA 90231

Culver CITY

Dear Marty:

Thank you for your letter dated September 26, 2008, addressed to the Mayor and Members of City Council, regarding the sixth annual Culver City "Cruisin' Back to the 50s" Car Show.

I am pleased to inform you that I am the staff person assigned to assist you with your event and I look forward to working on your request for support. As per your request, Staff plans to place your request on an agenda in early January, 2009, which will allow support to be determined four months prior to the May 9, 2009 event date. Please confirm that this is ample time for preparation of your event.

Thank you for the equipment needs and license agreement draft. Please confirm that you wish to include the twenty-six (26) chairs, podium, and street barricades request on the equipment list, as they are listed in the license agreement draft but do not appear on the equipment list that you provided. Please also confirm whether or not you are interested in requesting banners in the public right-of-way, as was requested last year, or any other additional needs that may have come up since your last correspondence.

Please feel free to contact me at 310.253.5764 or Jeremy.green@culvercity.org with any questions or concerns.

Best Regards,



Jeremy Green
Culver City Cultural Affairs
Management Analyst

CC: Culver City City Council
Jerry Fulwood
Sol Blumenfeld
Todd Tipton

Exchange Club's
Culver City Car Show
Request for Assistance
Comparison

Costs for 2008

Costs for 2009

City Costs:

ATTACHMENT 4

Permits and Fees:

Special event fee	36.00	36.00
Business Tax Certificate*	60.00	n/a
street closure - eng. permit	\$284.00	281.00

Staff Time (In Kind Cost)

Police	4,200.00	6,789.00
Fire Department	0.00	0.00
Maintenance Op/Electrical	1,700.00	1,700.00
Engineering	6,460.00	9,879.00
Sanitation	1,000.00	1,090.00

PRCS Equipment Rental costs

16 8-foot Tables (\$8.00)	128.00	128.00
26 chairs (\$5.00 each)	130.00	130.00
podium	10.00	10.00
GEM truck	0.00	0.00
Total cost for City	\$14,008.00	\$20,043.00

Banner costs

banner installation costs	464.00	464.00
Banner permit	56.00	237.00
Total City Costs including Banners	14,528.00	20,744.00

Agency costs:

In Kind Costs

staff person	n/a	\$1,100.00
Total costs for Agency	0.00	1,100.00

TOTAL CITY AND AGENCY COSTS	14,528.00	21,844.00
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* Fee in 2008 was for a Business Tax Certificate and as a non-profit organization, it is a one-time only fee.
Fee in 2009 reflects a special event permit fee.