



# CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



**DATE:** April 27, 2021

**TO:** Mayor and Council Members

**FROM:** Public Works Department

**SUBJECT:** Hold Harmless Agreement with Hollywood Park Management Company, LLC for Temporary Use of Public Right-of-Way

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## **RECOMMENDATION:**

It is recommended that the Mayor and Council Members take the following action:

1. Approve a Hold Harmless Agreement (Agreement) with Hollywood Park Management Company, LLC (HPMC) to allow HPMC to obtain an encroachment permit for the temporary use of public right-of-way in connection with an event being held on May 2, 2021, at SoFi Stadium and Hollywood Park and to assume all liability associated therewith; and
2. Authorize the Mayor to execute the Agreement on behalf of the City of Inglewood (City).

## **BACKGROUND:**

On May 2, 2021, SoFi Stadium will host VAX LIVE: The Concert to Reunite the World, a concert that will be broadcast and streamed worldwide as part of a global effort to promote the ongoing COVID-19 pandemic vaccination effort. On April 14, 2021, HPMC, the management entity of the Hollywood Park development project that includes SoFi Stadium, submitted a request to the City to obtain a one-time encroachment permit that would allow HPMC to temporarily use public right-of-way along Kareem Court and portions of Pincay Drive (Covered ROW) as a pick-up area for concert attendees who use transportation network companies (TNCs) like Uber and Lyft to travel to or from the concert. As part of this proposed use, HPMC would be placing equipment and personnel to conduct vehicular and pedestrian movement within the Covered ROW.

## **DISCUSSION:**

Section 10-6 of the Inglewood Municipal Code generally prohibits any person from placing or maintaining any structure or obstruction within the public right-of-way without a written permit from the Director of Public Works. Limited exceptions apply, none of which are applicable to HPMC's proposed use of the Covered ROW.

The Department of Public Works' current form of encroachment permit was developed for use in connection with routine encroachment activities associated primarily with construction. The unique operational and liability considerations associated with HPMC's proposed use of the Covered ROW have led City staff to work with HPMC to develop the proposed Agreement.

Under the Agreement, HPMC would be able to obtain a one-day encroachment permit to use the Covered ROW as a pick-up area for TNCs for the period commencing at 7 p.m. on May 2, 2021, and terminating at 12 a.m. on May 3, 2021. During this period, HPMC would be responsible for managing all operations within the Covered ROW in accordance with an operations plan approved by the Director of Public Works or his designee. HPMC would also be obligated to satisfy additional insurance requirements (including holding excess liability insurance coverage of at least \$20,000,000.00). Finally, HPMC would be responsible for indemnifying, defending, protecting, and holding harmless the City for all claims and liability stemming from HPMC's use and operation of the Covered ROW.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**

There is no fiscal impact associated with the proposed action.

**DESCRIPTION OF ANY ATTACHMENTS:**

Attachment No. 1 – Hold Harmless Agreement

**PREPARED BY:**

Louis Atwell, P.E., Public Works Director/Assistant City Manager

**COUNCIL PRESENTER:**

Louis Atwell, P.E., Public Works Director/Assistant City Manager

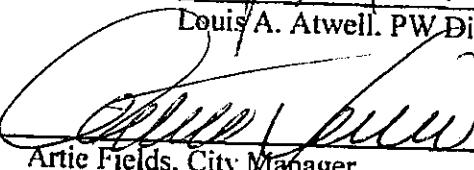
**APPROVAL VERIFICATION SHEET**

**DEPARTMENT HEAD/  
ASSISTANT CITY MANAGER APPROVAL:**



Louis A. Atwell, PW Director/Asst. City Mngr.

**CITY MANAGER APPROVAL:**



Artie Fields, City Manager

# **ATTACHMENT NO. 1**

## HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (this “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between THE CITY OF INGLEWOOD, a municipal corporation (the “City”) and HOLLYWOOD PARK MANAGEMENT COMPANY, LLC (“HPMC,” and together with the City, collectively, the “Parties”).

### RECITALS

A. The City is responsible for administering all uses occurring within the public right-of-way within the municipal limits of Inglewood, California, which public right-of-way includes those stretches of Pincay Drive and Kareem Court depicted on Exhibit A hereto (collectively, the “Covered ROW”).

B. HPMC desires for some or all of the Covered ROW to be available for use by transportation network companies (“TNCs”) for the picking up of passengers (the “TNC Activities”), in connection with that certain event being held on May 2, 2021 (the “Event”) at SoFi Stadium and Hollywood Park in Inglewood, California.

C. HPMC’s proposed conduct and facilitation of the TNC Activities within the Covered ROW will consist of the placement of equipment, personnel, vehicles, and pedestrians within the Covered ROW.

D. As part of the City’s requirements (including Section 10-6 of the Inglewood Municipal Code), HPMC will obtain an encroachment permit (each, a “Permit”) in connection with the Event in order to use the Covered Row.

E. In light of the nature of HPMC’s desired use of the Covered ROW, the Parties desire to set forth certain hold harmless, indemnity, and insurance provisions beyond those required by the Permit in connection with HPMC’s use of the Covered ROW during the Event.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **TERM.** The term of this Agreement shall be the period commencing at 7 p.m. on May 2, 2021 and terminating at 12 a.m. on May 3, 2021 (the “Term”).

3. **ISSUANCE OF PERMIT.** The City agrees to issue any and all Permits necessary for HPMC’s use of the Covered ROW in connection with the Event as described herein so long as HPMC (i) fills out all information required by the City’s then-current encroachment permit application form, (ii) pays all applicable fees, and (iii) secures approval from the City’s Director

of Public Works (or his designee) of HPMC's operations plans for its use of the Covered ROW during the Term.

4. **EVENT PERIOD.** The Parties acknowledge and agree that HPMC's use and occupancy of the Covered ROW pursuant to the Permits shall occur only during the Term. Upon the expiration of the Term, HPMC shall ensure that it has (a) removed or caused to be removed all vehicles, equipment or any other property and improvements of HPMC placed by HPMC on the Covered ROW, and (b) cleaned and restored the Covered ROW to the same condition as immediately prior to the Term commencement.

5. **INDEMNIFICATION AND HOLD HARMLESS.** Except to the extent caused by the gross negligence or willful misconduct of the City and/or its agents, contractors, consultants, representatives, officers, affiliates, partners and employees (collectively, the "**City Parties**"), HPMC shall indemnify, defend, protect and hold harmless the City and the City Parties from and against all claims, demands, causes of action, liens, suits, damages, losses, liabilities, obligations, costs and expenses (including, without limitation, liability for death, sickness, disease or personal injury and for property damage, and reasonable attorneys' fees and consultants' fees and costs and court costs incurred) that are caused by and/or arise in connection with the following occurrences during the Term:

- i. HPMC's use or operation of the Covered ROW;
- ii. the breach or alleged breach of this Agreement by HPMC or any of its agents, contractors, consultants, representatives, officers, affiliates, partners and employees (collectively, the "**HPMC Parties**");
- iii. any acts or omissions of HPMC or any of the HPMC Parties related to or arising out of, whether directly or indirectly, the management, operation or use of the Covered ROW by HPMC or any of the HPMC Parties;
- iv. any acts or omissions of any driver or other occupant of a vehicle entering, exiting or operating on any part of the Covered ROW during the Term;
- v. any acts or omissions of any person while entering, exiting or present on any part of the Covered ROW during the Term;
- vi. any release, discharge or disposal, or any contribution to or exacerbation of a release, discharge or disposal, of any chemicals, petroleum products, hazardous materials, pollutants, contaminants or other controlled or regulated substances on, within or from any portion of the Covered ROW by HPMC, any of the HPMC Parties, or the use of the Covered ROW hereunder by HPMC or any of the HPMC Parties (including, without limitation, any investigation, repair, clean-up, remediation and treatment costs);
- vii. any nuisance or harm to any real property within and/or around the Covered ROW due to the use of the Covered ROW hereunder by HPMC or any of the HPMC Parties;

viii. any violation of applicable law, regulation or Permit condition by HPMC or any of the HPMC Parties, or due to the use of the Covered ROW hereunder by HPMC or any of the HPMC Parties;

ix. any work performed, materials supplied or improvements provided in connection with the exercise of the rights granted to HPMC under this Agreement; and

x. any defects or deficiencies in the design, construction, operation or maintenance of any materials, equipment or improvements that HPMC or any HPMC Parties may bring onto, or make to the Covered ROW.

6. **INSURANCE.** At all times during the Term, HPMC shall, at HPMC's sole cost and expense, provide and keep in full force the requisite insurance policies conforming to the requirements set forth in this subsection covering HPMC, the HPMC Parties, the City and the City Parties. All required insurance policies shall be carried by one or more insurance companies selected by HPMC having a current policyholder's management and financial size category rating of not less than "A+, VII" according to A.M. Best and Company's Insurance Reports Key Rating Guide. The insurance policies required to be maintained are as follows:

i. commercial general liability insurance, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a deductible or self-insured retention not exceeding \$500,000 per occurrence;

ii. commercial auto liability insurance covering owned, non-owned and hired vehicles with a combined single limit of not less \$1,000,000 limit for bodily injury and property damage liability,

iii. workers' compensation and employer's liability coverage in the amounts and form required by the Workers' Compensation Act and insurance laws of the State of California; and

iv. umbrella/excess liability insurance on a following form basis, including coverage for all named and additional insureds, with limits of \$20,000,000 per occurrence and in the aggregate per policy period, with limits reinstating annually and applying over the commercial general liability, automobile liability, and employer's liability policies.

Each insurance policy shall provide coverage on an "occurrence" basis and not a "claims made" basis. All insurance policies other than the workers compensation and employer's liability policies shall name the City and all other City Parties as additional insured with respect to HPMC's negligent acts or omissions. The additional insured endorsements shall contain no limitations, conditions, restrictions or exceptions to coverage in addition to those that apply under the insurance policy generally. Each insurance policy shall provide that the coverage thereof is primary and noncontributory coverage with respect to all named and additional insured with respect to this agreement. To the extent commercially available, each insurance policy shall be endorsed to state that coverage cannot be canceled, voided, suspended, adversely modified, or reduced in coverage or in limits (including for non-payment of premium) except after 30 days' prior notice (or ten days in the case of cancellation for non-payment of premium) by registered or certified mail, return

receipt requested, to the City. Prior to the commencement of the Term and otherwise upon written request, HPMC shall furnish the City with an up-to-date certificate of insurance evidencing the existence of the required insurance policies. The certificates shall state the identity of all carriers, the types and limits of coverage, deductibles or self-insured retention and shall include as attachments all applicable additional insured endorsements naming the City and the City Parties as additional insureds; and shall evidence coverage as required by this Section and shall be signed by an authorized representative of the insurance company shown on the certificate or its agent or broker. HPMC shall be responsible for, and the City shall not have any liability for, any deductibles, self-insured retention, and amounts or damages in excess of the coverage provided. The insurance coverage provided by HPMC shall not limit HPMC's indemnification and defense obligations under this Agreement. The City does not make any representation that the specified insurance coverages or coverage limits are adequate to protect HPMC from or against its potential liabilities to the City or to any other person

7. **MISCELLANEOUS.** This Agreement shall be governed by the following additional provisions:

a. HPMC shall not have control of or access to any permanent or temporary infrastructure, equipment, or improvements (including, within limitation, all traffic signals, directional signage, changeable or variable message signs, cones) (collectively, the "**DPW Infrastructure**") that may be operated, maintained, controlled, retained, or hired by the City's Department of Public Works. HPMC shall fully cooperate and work with the City's Department of Public Works to assist with the programming, deployment and use of the DPW Infrastructure in light of HPMC's operations conducted at and/or around the Covered ROW pursuant to this Agreement.

b. The obligations of Sections 5 and 6 shall survive the expiration or earlier termination of this Agreement with respect to claims arising during the Term.

c. Any rights of HPMC hereunder are not assignable, nor transferable in any way, and are personal to HPMC.

d. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

e. This Agreement and the legal relations between the parties hereto, shall be governed by and construed and enforced in accordance with the laws of the State of California. Moreover, the parties hereby agree that in the event of litigation between the parties, venue for litigation brought in any state court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058, and venue for any litigation brought in federal court shall lie exclusively in the Central District of California, Los Angeles.

f. In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred with respect to any such litigation.



Exhibit A

Depiction of Covered ROW

