



**CITY OF CARSON
COUNCIL POLICY & PROCEDURE**

1015
0214

NUMBER: 1.1		SUBJECT USE OF THE STUB HUB CENTER FOR THE TWO REDUCED-COST USES PER YEAR THAT ARE ALLOWED TO THE CITY.
ORIGINAL ISSUE: NEW	EFFECTIVE:	
CURRENT ISSUE: October 2, 2012	EFFECTIVE: 10/2/2012	ORIGINATING DEPARTMENT CITY MANAGER'S OFFICE
SUPERCEDES: N/A		

I. PURPOSE AND SCOPE

To create an approval process for the use of the StubHub Center for the two reduced-cost uses per year that are allowed to the City as per the disposition and development agreement (DDA).

II. GENERAL

In the DDA between the City of Carson and Anschutz Southern California Sports Complex, LLC, section 4.5.2 (d) outlines the stipulations for the City's usage of the Stub Hub Center's stadium facilities (Exhibit No. 1). The City is allowed two reduced-cost uses per year for public events that are beneficial to the City.

III. PROCEDURE

On September 4, 2012, the City Council took an action appointing the City Council as the decision maker for the City of Carson as it relates to requests to use of the stadium facilities at the reduced-cost rate. In July of each year city staff will place an item on the City Council agenda to give the City Council an opportunity to identify parties in the community that would be interested in using the StubHub Center facilities at the reduced-cost rate. Should Council identify parties that could use the facilities, staff will notify those parties and give them 30-45 days to determine if they want to take advantage of one of the reduced-cost rate usages. Should no events be identified and/or parties accept the offer to use the facility then requests will be brought to the City Council on a case-by-case basis.

IV. EXCEPTIONS

There shall be no exceptions to the policy, except through direct instructions of the City Council.

V. BY THE AUTHORITY OF THE CITY COUNCIL, AS APPROVED ON

September 4, 2012

Date

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Agenda Item No.

**EXHIBIT 1 – Excerpt of the Anschutz Southern California Sports Complex, LLC
Disposition and Development Agreement, Section 4.5.2(d)**

and if appropriate, for the 405 Site and are not in default under this DDA or the Cooperation Agreement, (y) the Rent Commencement Date for any Site (the “**First Site**”) has occurred and (z) Developer elects not to construct Signage Improvements upon the other Site (the “**Second Site**”), and therefore either does not enter into a Ground Lease or Ground Sublease for the Second Site or does not trigger the Rent Commencement Date for the Second Site, then the obligation of Developer to provide the Public Benefit Initiatives shall commence as of the Rent Commencement Date for the First Site.

4.5.1 **Local Employment Opportunities.** Developer shall implement programs focusing on (a) local hiring providing priority hiring status for City residents for operation of NTC; (b) job training, including a one-time commitment of \$100,000 to City or its designated agent(s) to train and present qualified Carson residents for job openings, and including encouragement of the building trades and union halls to use a Carson-based labor force for construction to the extent legally feasible; and (c) a goal of awarding a total of twenty-five percent (25%) of NTC construction contracts to Disadvantaged Business Enterprise (DBE), with Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) businesses, and (d) using its best reasonable commercial efforts to include the aforesaid minority owned businesses as concessionaires, material vendors and suppliers for the NTC, all to the extent legally feasible.

4.5.2 **Community Programs.** Developer shall implement community programs including: (a) establishing youth training camps and clinics that will include athletes, trainers and coaches outside the NTC but within City at parks and recreation facilities; (b) subject to scheduling and priority use of NTC and CSUDH events, opening NTC facilities to community use, with good faith efforts working with City to achieve goals of an aggregate of ten percent (10%) of use time of NTC facilities and, subject to agreements with CSUDH, an aggregate of twenty (20%) of use time of shared University facilities; (c) establishing or augmenting a locally-based foundation in order to secure funds for the development of a “youth facility” in City, including a gala grand opening event and recurrent fundraisers at the NTC, with proceeds directed to the locally-based foundation, with a view toward generating between \$50,000 to \$100,000 annually during the life of the NTC, and including Developer’s commitment to make, or cause to be made, \$250,000 in donations to the foundation for the youth facility within five (5) years of the groundbreaking of the new stadium(s); (d) opening the major stadium facilities at the NTC for City use, with rental fees in an amount sufficient to cover operational costs only, for up to two public benefit events annually; and (e) using reasonable commercial efforts, in cooperation with City, CSUDH and Carson High School, to determine whether the upgraded NTC track and field and tennis facilities can be used for (i) large home or playoff football games of the Carson High School football program, (ii) up to two annual meets or invitationals for the Carson High School track and field program, and (iii) an annual tennis event for the Carson High School tennis program.

4.5.3 **Increased Tax Revenues.** Developer shall use reasonable commercial efforts in conjunction with City’s General Manager of Administrative Services to identify City as the point of sale for taxable transactions related to the development and operation of the NTC, and Developer shall work with CSUDH, the State of California and the County Board of