

AMENDED AND RESTATED LOS ANGELES MEMORIAL COLISEUM COMMISSION
MANAGEMENT AGREEMENT OF 2013

THIS AMENDED AND RESTATED AGREEMENT, made this 26th day of February, 2014, by and between the CITY OF LOS ANGELES, a municipal corporation (the "City"), the COUNTY OF LOS ANGELES, a body corporate and politic and political subdivision of the State of California (the "County"), and the SIXTH DISTRICT AGRICULTURAL ASSOCIATION (also known as the California Science Center), an institution of the State of California (the "District").

W I T N E S S E T H :

WHEREAS, the parties did, as of the 30th day of December, 1955, make an agreement known as the Los Angeles Memorial Coliseum Commission Management Agreement (the "Management Agreement"), providing for, among other things, the operation of the Los Angeles Memorial Coliseum (the "Coliseum"), a National Historic Landmark, and the Los Angeles Memorial Sports Arena (the "Sports Arena") by the Los Angeles Memorial Coliseum Commission; and

WHEREAS, the parties did, by amendments (the "Amendments Set No. 1") to the Management Agreement, dated as of the 29th day of February, 1958, the 25th day of May, 1971, and the 12th day of August, 1975, respectively, amend the Management Agreement to amend old Section 4 thereof to provide for a change in the composition of the membership of said Commission, to provide for the granting of certain concession privileges, and to add a new Section 26 thereto regarding certain paramedic services to be supplied by the County, all as more fully set forth in the respective Amendments; and

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WHEREAS, the parties subsequently executed an amended and restated Management Agreement dated the 9th day of November, 1976 ("Amended and Restated Management Agreement of 1976") for the purpose of updating, revising and restating the agreement in certain respects; and

WHEREAS, the parties subsequently did, by Amendments ("Amendments Set No. 2") to the Amended and Restated Management Agreement of 1976 in 1988, 1989 and 2008, respectively, amend the Amended and Restated Management Agreement of 1976 to authorize the management of the Coliseum and Sports Arena by third-party entities; acquire and operate parking lots within and outside the boundaries of Exposition Park, and to modify the appointment authority for the District members of the Commission; and

WHEREAS, it is desired to further amend the Amended and Restated Management Agreement of 1976 (as amended by the Amendments Set No. 2) to revise the governance structure, meeting requirements and operating arrangements of the Commission in view of the change in the level of the daily responsibilities of the Commission as a result of the Amended and Restated Lease with the University of Southern California ("USC") for the year-round management of the Coliseum and Sports Arena properties; and

WHEREAS, it is also desired that the Amended and Restated Management Agreement of 1976 (as amended by the Amendments Set No. 2) be updated and revised and (for purposes of convenience) restated in certain respects;

NOW, THEREFORE, IT IS AGREED that Sections 1 through 26, inclusive, of the Amended and Restated Management Agreement of 1976 (as amended by the Amendments Set No. 2) are further amended and restated to read in their entirety, as follows:

GENERAL PROVISIONS

1. This Amended and Restated Management Agreement of 2013 ("this agreement") shall be effective as of the date hereof, and this agreement shall continue in full force and effect through December 31, 2054, at which time the separate leases between the Commission and the District for: a) the Coliseum; and b) the Sports Arena properties are currently scheduled to expire. The Amended and Restated Management Agreement of 1976 (as amended by the Amendments Set No. 2), and any other agreements or contracts by and between any of the parties hereto which may be inconsistent with the provisions of this agreement (other than that certain Coliseum Lease, dated as of the 3rd day of January, 1956, as extended by the Commission by exercise of its option on the 3rd day of September 2003 and as amended on the 13th day of February 2009, by and between the District and the Commission, and that certain Sports Arena Agreement, Lease and Easement, dated as of the 3rd day of January, 1956, as extended by the Commission by exercise of its option on the 3rd day of September, 2003 and as amended on the 13th day of February 2009 by and between the District and the Commission, neither of which shall be affected by this agreement) are hereby rescinded, cancelled and terminated, and this new, separate and independent Amended and Restated Management Agreement of 2013 is herewith executed by the parties.

2. Pursuant to the provisions of Title 1, Division 7, Chapter 5, Articles 1 and 2 of the California Government Code (the "Law") relating to joint exercise of powers, the Charter of the City of Los Angeles, and Division 1, Chapter 3, Article 2 of the Agricultural Code of the State of California, as amended, the City, County and District hereby agree that the Commission, board or agency heretofore known as the "Los Angeles Memorial Coliseum Commission," which Commission was initially created under the provisions of applicable law by agreement of September 25, 1945, shall continue as such commission, board or agency under the said provisions of law, is hereby re-created pursuant to the said provisions of law, and shall hereafter be designated as the "Los Angeles Memorial Coliseum Commission" (the "Commission"), and the Commission shall be a public entity separate and apart from the entities of the parties to this agreement. The debts, liabilities and obligations of the Commission, including, without limitations, any revenue bonds issued pursuant to this agreement, shall not constitute debts, liabilities or obligations of any of the parties to this agreement. The parties hereto are each empowered by the laws of the State of California to acquire, construct, improve, repair, maintain, manage, operate, and lease the Coliseum and the Sports Arena or any part thereof. This common power will be jointly exercised in the manner hereinafter set forth. "Coliseum" shall mean the Los Angeles Memorial Coliseum, together with all related and appurtenant structures, including any and all improvements and additions or replacement facilities constructed pursuant to this agreement or otherwise, located in or near Exposition Park in the City of Los Angeles, and shall also mean any real property, or interest therein, acquired by the Commission in connection with its jurisdiction over said Coliseum and related and appurtenant

structures. "Sports Arena" shall mean the Los Angeles Memorial Sports Arena, together with all related and appurtenant structures; including any and all improvements and additions or replacement facilities constructed pursuant to this agreement or otherwise, located in or near Exposition Park in the City of Los Angeles, and shall also mean any real property, or interest therein, acquired by the Commission in connection with its jurisdiction over said Sports Arena and related and appurtenant structures.

3. At the time of execution of this agreement, the City, County and District shall each have an equal interest in the Coliseum, the Sports Arena, and any equipment or incidental property of either facility, including the receipts and revenues from the operation and management of both facilities, and subject to the requirements and provisions of any resolution or indenture providing for the issuance of revenue bonds hereinafter provided for.

4. The Commission shall consist of three (3) voting members, all serving in their individual capacity, as follows: one (1) member appointed by the Mayor of the City of Los Angeles subject to confirmation by the City Council of Los Angeles; one (1) member appointed by the Board of Supervisors of the County of Los Angeles; and one (1) member appointed by the Governor of the State of California. The City Council President, Board of Supervisors and Governor shall also appoint one (1) alternate each and each such alternate, acting in an individual capacity, shall have the authority to attend, participate in any meeting of the Commission and, when the regular member for whom the alternate serves is absent from said meeting, vote at said meeting. All members and alternate members of the Commission shall serve at the pleasure of the respective appointing authority.

5. The powers herein delegated to the Commission shall continue until the termination of this agreement or any extension thereof, or until the parties hereto shall have mutually rescinded said agreement, but in no event shall said powers be terminated until any and all revenue bonds hereinafter issued by the Commission and the interest thereon shall have been paid or provision for such payment shall have been made.

6. The powers herein delegated to the Commission shall be exercised in accordance with the mode, manner and procedures of the County of Los Angeles.

7. The Commission shall hold at least one regular meeting each quarter; the date upon which, and the hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Commission. For the purposes of this agreement the term "fiscal year" shall mean that period of time designated as the fiscal year by the County.

The Commission shall elect a President from its members and shall appoint a Secretary who may, but not need, be a member. The Commission shall appoint a Chief Administrative Officer, who may serve on either a full-time or part-time basis as determined by the Commission. The Treasurer of the Commission and the Controller of the Commission shall be the persons who shall from time to time be the duly selected and acting Treasurer Tax Collector and Auditor-Controller, respectively, of the County and, as such, shall have the powers, duties and responsibilities specified for such officers, respectively, in the Law. The County shall determine the charges to be made against the Commission for the services of said Treasurer and Controller.

Notwithstanding the above, the Commission may either appoint as the Treasurer and Controller of the Commission the persons who shall from time to time be the duly selected and acting Treasurer and Controller of the City or the District, or pursuant to Government Code section 6505.6, appoint one of its officers or employees to either or both of such positions. The Commission shall have the power to appoint such other officers as it may deem necessary.

The officers or persons who have charge of, handle, or have access to any property of the Commission shall be persons designated as such by the Commission. Each such designated officer or person shall be required to file an official bond with the Commission, at the expense of the Commission, in an amount which shall be established by the Commission. Should the existing bond or bonds of any such officers be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums of any such bonds attributable to the coverage required herein shall be appropriate expenses of the Commission.

8. Special meetings of said Commission may be called in accordance with the provisions of applicable state law.

9. All meetings of the Commission shall be called, noticed, held and conducted in accordance with the provisions of the applicable state law. The Secretary of the Commission shall cause to be kept minutes of its meetings, both regular and special, and shall, on or before the 30th day of the first month of each fiscal year, transmit to the Mayor of the City, to the Board of Supervisors of the County, and to the

Board of Directors of the District, true and correct copies of the minutes of all meetings held during the previous fiscal year.

10. None of the members of the Commission, or alternates or ex-officio members shall receive any compensation for their services. Expenses incurred for travel, lodging, meals and per diem while on Commission business shall be reimbursed by the Commission in accordance with the policies and amounts allowed for such expenses by the County.

11. The presence of two (2) members of the Commission, including any acting alternates present, shall be required to constitute a quorum, and a majority vote of all members and acting alternates present shall be necessary for the transaction of business.

The Commission shall adopt appropriate rules not inconsistent herewith for the orderly transaction of its business. In the absence of any rules specifically adopted by the Commission, the most recent published version of Robert's Rules of Order shall prevail for the orderly transaction of the business of the Commission.

12. The Commission shall have power and authority, and it shall be its duty with respect to the Coliseum and Sports Arena:

(a) To employ or contract for a Chief Administrative Officer and employ or contract for such workmen, mechanics, laborers, clerks, and other employees as may be required in the management and operation of any such facility provided for herein and to fix and pay their compensation, and employ such other officers, employees or

public or private entities as it may deem necessary to carry out any of its powers, including the retaining of administrative staff, legal counsel, consultants and accountants.

Any and all employees of the Commission shall not be deemed to be employees of the City, the County, or the District, nor shall said employees be subject to any rule, regulation or ordinance requiring said employees to reside within the limits of the City or County.

(b) To purchase such materials, services, public utility services, supplies and equipment as may be necessary for the management of the Commission's responsibilities.

(c) To ensure that repairs or improvements to any facility or property under the jurisdiction of the Commission are made.

(d) To procure and maintain in force and effect reasonably adequate public liability, workmen's compensation, riot and civil commotion insurance, and such other insurance as the Commission may deem advisable, insuring the City, County, District and Commission, respectively, as their interests may appear, and to exact of their employees such fidelity and surety bonds as in their discretion may be necessary and to pay the premiums thereon. Subject to the requirements and provisions of any resolution or indenture providing for the issuance of revenue bonds hereinafter provided for, any moneys received by any of the parties hereto under any policy of insurance for damage or loss of property of any such facility shall, at the option of the Commission, be disbursed either for the purpose of repairing or replacing the item or items covered by

said insurance, and for the damage or destruction of which said moneys were received, or in the alternative, said moneys shall be distributed to the City, County, District and Commission, respectively, as their interests may appear. Any buildings, improvements or fixtures constructed at the option of the Commission in replacement of such damaged or destroyed property shall be subject to the terms and provisions of this agreement.

(e) To purchase or otherwise acquire, hold, own, mortgage, sell, convey, exchange, option, or otherwise dispose of real and personal property of every class and description and any estate or interest therein, including leaseholds and licenses for any term, for any purpose consistent with this agreement subject to any limitations as may be imposed by law or the provisions hereof.

(f) To lease, license, rent, use or permit the use of all or any part of the Coliseum and Sports Arena, to any person, for competitive sports, athletics, games, pageants, parades, plays, celebrations, patriotic gatherings, public recreation, motion picture production, educational events, or public gatherings, or such other events as are deemed appropriate, or for City, County or District affairs, or for viewing any of the foregoing, and particularly to develop and promote a wider use of the Coliseum and Sports Arena, through the presentation of festivals, pageants, games, exhibits, industrial, horticultural or agricultural shows, conventions, exhibitions and productions of a local, regional, national or international character, primarily to the end that the citizens and public generally may enjoy and receive the greatest benefit possible from the Coliseum, and Sports Arena, and the City, and County and the District may more effectively exploit their climatic, geographical, recreational, cultural, and commercial resources and advantages.

(g) To grant concession privileges for the vending and sale of liquids, alcoholic beverages and edibles, programs, cushions and similar articles, or for the renting of any of said articles.

(h) To file with the Mayor of the City, the Board of Supervisors of the County, and the Board of Directors of the District, on or before the first day of June of each year, a budget containing separate statements of estimated revenues to the Commission and expenditures by the Commission for the next ensuing fiscal year for the Coliseum and for the Sports Arena, respectively.

(i) Subject to any contrary provisions of this agreement and to the requirements and provisions of any revenue bond resolution or indenture providing for a trustee or other fiscal agent, to deposit all funds, from whatever source, of the Commission with the Treasurer of the Commission, who shall place such funds in the County treasury to the credit of the Commission.

(j) To invest, or cause to be invested, funds of the Commission in accordance with the provisions of applicable state law.

(k) To adopt a seal and to alter it at pleasure.

13. The Commission shall have power, upon an affirmative vote of at least two (2) members of the Commission at a meeting of the Commission, to negotiate for a contract to operate, manage and control parking lots or parking areas, either within or outside the boundaries of Exposition Park in the City, to be used in connection with the activities of any of the Commission's facilities or structures in Exposition Park in the

City, including the Coliseum and Sports Arena. The power to acquire parking facilities by condemnation is expressly withheld from the Commission. Title to all parking lots or parking areas acquired by the Commission shall vest in the District upon the expiration or termination of this agreement or any extension thereof.

14. The Commission may provide for a retirement system for the employees of the Commission, including, but not limited to, the authority to contract with either the State of California, City or County for such service. The Commission shall have the further power to give full credit for all service rendered prior to the establishment of the retirement system either with the Commission or with any other public entity within the County, or both, so far as authorized by law, but no part of the cost for prior service shall be borne by either the City, County or District. All other proper employer costs in connection with said retirement system shall be paid from the funds of the Commission, and shall not be charged against the City, County or District.

15. Subject to the terms and limitations of any lease or other agreement of the Commission for use of the facilities in effect at the time, the City, County and District shall each have the right, upon application to the Commission, to use the Coliseum and Sports Arena, for any purpose for which it may lawfully use the same, on any date not otherwise reserved, upon such terms and conditions as may be agreed upon by the Commission.

COLISEUM AND SPORTS ARENA PROVISIONS

16. The City, County and District, and each of them, hereby release and relinquish during the life of this agreement and any extension thereof, to the

Commission, herein provided for, any right they may have, severally or jointly, to the use, possession and control of the Coliseum and the Sports Arena, except as specifically provided for in this agreement. Upon the expiration or termination of this agreement, in accordance with the provisions of this agreement or otherwise, the Commission shall immediately surrender the use, possession and control of the Coliseum and Sports Arena granted herein together with all personal property, materials, supplies and equipment appertaining to the said facilities to the City, the County, and the District, in accordance with their respective rights herein, and shall render to the City, the County and the District, or its or their successor or successors in interest, a full, true and correct account of the funds then in its possession and shall pay over the same to the City, the County and the District in accordance with their respective rights.

The City and County each acknowledge that, as of the date of this Amended and Restated Management Agreement of 2013, neither shall have a lien upon any funds belonging to the Commission, except as otherwise provided for herein.

17. Subject to the limitations and conditions herein provided, the Commission is hereby empowered to acquire, construct, improve, repair, maintain, manage and operate the Coliseum and Sports Arena; to issue revenue bonds, in accordance with the provisions of the Law, to raise funds to carry out its purposes and exercise the powers granted under this agreement and to lease property from any party to this agreement.

18. The Controller of the Commission shall draw warrants upon the funds and accounts created for the Commission to pay demands against the Commission when

the demands have been approved by the Commission, pursuant to financial policies and procedures to be developed and approved by the Commission in a manner similar to such policies and procedures adopted by the County. The books and records of the Commission shall be open to inspection at all reasonable times by the City, the County and the District and their representatives. The Commission shall give an independent audited written report of its financial activities with respect to the Coliseum and Sports Arena, respectively, for each fiscal year to the City, the County and the District.

In compliance with Government Code section 6505, the Controller of the Commission shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Commission. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under applicable state law and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public account or public account, a report thereof shall be filed as public records with the City, the County and the District and also with the Auditor-Controller of the County. Such report shall be filed within 12 months of the end of the fiscal year under examination.

Any costs of the audit, including contract with, or employment of, certified public accountants or public accountants in making an audit pursuant to this section, shall be borne by the Commission and shall be a charge against any unencumbered funds of the Commission available for the purpose.

All books, records, accounts and filed referred to in this section shall be open to the inspection of holders, if any, of Commission revenue bonds to the extent and in the manner provided in the resolution or indenture providing for the issuance of such revenue bonds.

19. It is understood and agreed by and between the parties hereto that the Commission may, in any resolution or indenture providing for the issuance of revenue bonds, pledge to the payment of the principal of and interest on and redemption premium on such revenue bonds any revenues and other moneys of the Commission, and so long as any such revenue bonds or the interest coupons thereof shall be outstanding and unpaid, the provisions relating to the use, application and priority of such revenues and other moneys, shall be subordinated to the provisions contained in any such resolution or indenture concerning the use, application and priority of said revenues or moneys, subject to the following conditions:

(A) The annual rental to the District as provided for in any lease or leases entered or to be entered into pursuant to this agreement shall be paid or caused to be paid to the District before any revenue is allocated to such revenue bond use.

(B) In no event shall the Commission pledge or in any way hypothecate such revenues unless adequate provision is made in said resolution or indenture for the payment of its operating expenses.

20. The Commission shall furnish upon the request of any party to this agreement true and correct copies of all leases, permits, concession agreements and contracts for use.

21. Should any part, term, or provision of this agreement be by the courts decided to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

22. To the extent permitted by law and consistent with the public purpose objectives of this agreement, the power and authority of the Commission set forth in this agreement may, at the discretion of the Commission, be carried out through contract or agreement with other public or private entities, organizations or persons.

23. The parties agree that the Commission shall indemnify, defend and hold harmless each of the respective parties, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Commission's acts and/or omissions arising from and/or relating to this agreement or any act and/or omission performed by a party on behalf of the Commission or at the request of the Commission. However, the Commission shall not be required to indemnify, defend and hold harmless any party or their respective elected and appointed officers, employees, and agents arising from or connected with that party's willful misconduct or active negligence. Pursuant to Government Code section 895.4, this indemnification provision is expressly intended to supersede the provisions of Government Code section 895.2, providing for joint and several liability of public entities entering into agreements.

24. This agreement may be executed in counterparts, and each counterpart shall be deemed an original. All counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Management Agreement of 2013 to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF LOS ANGELES

ATTEST: City Clerk

By: _____
Mayor

By: _____
Deputy
I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

MIKE FEUER, City Attorney

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: _____
Assistant City Attorney

By: Lachelle Smitherman
Deputy

COUNTY OF LOS ANGELES

ATTEST: SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: Mark Ridley-Thomas
Mark Ridley-Thomas,
Chairman, Board of Supervisors

By: Lachelle Smitherman
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By: [Signature]
Deputy

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

(Signatures continue on following page)



24. This agreement may be executed in counterparts, and each counterpart shall be deemed an original. All counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Management Agreement of 2013 to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF LOS ANGELES

By: _____

Mayor

ATTEST: City Clerk

By: _____

Deputy



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APPROVED AS TO FORM:

MIKE FEUER, City Attorney

By: _____

Assistant City Attorney

COUNTY OF LOS ANGELES

ATTEST: SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: _____

Mark Ridley-Thomas,
Chairman, Board of Supervisors

By: _____

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

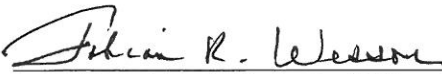
By: _____

Deputy

(Signatures continue on following page)

STATE:

CALIFORNIA SCIENCE CENTER
An Institution of the State of California

By: 
President, Board of Directors

ATTEST:

By: _____
Secretary

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY
an Agency of the State of California

By: 
Secretary

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