

29240

1 AMENDED AND RESTATED LOS ANGELES MEMORIAL COLISEUM
2 COMMISSION MANAGEMENT AGREEMENT (IN CONNECTION
3 WITH IMPROVEMENT OF LOS ANGELES MEMORIAL COLISEUM)
4

5 THIS AMENDED AND RESTATED AGREEMENT, made this 9th day
6 of November, 1976, by and between the CITY OF LOS ANGELES,
7 a municipal corporation (the "City"), the COUNTY OF LOS ANGELES,
8 a body corporate and politic and political subdivision of the
9 State of California (the "County"), and the SIXTH DISTRICT
10 AGRICULTURAL ASSOCIATION (also known as the California
11 Museum of Science and Industry), an institution of the State
12 of California (the "District").

13 W I T N E S S E T H :

14 WHEREAS, the parties did, as of the 30th day of December,
15 1955, make an agreement known as the Los Angeles Memorial
16 Coliseum Commission Management Agreement (the "Management
17 Agreement"), providing for, among other things, the operation
18 of the Los Angeles Memorial Coliseum (the "Coliseum") and the
19 Los Angeles Memorial Sports Arena (the "Sports Arena") by the
20 Los Angeles Memorial Coliseum Commission; and

21 WHEREAS, the parties did, by Amendments (the "Amendments")
22 to the Management Agreement, dated as of the 29th day of
23 February, 1958, the 25th day of May, 1971, and the 12th day
24 of August, 1975, respectively, amend the Management Agreement
25 to amend old Section 4 thereof to provide for a change in the
26 composition of the membership of said Commission, to provide
27 for the granting of certain concession privileges, and to add
28 a new Section 26 thereto regarding certain paramedic services
29 to be supplied by the County, all as more fully set forth in
30 the respective Amendments; and

31 WHEREAS, it is desired to amend the Management Agreement
32 (as amended by the Amendments) to authorize the Commission to

1 take those actions necessary in connection with a proposed
2 improvement of said Coliseum; and

3 WHEREAS, said improvement consists generally of the
4 lowering of the Coliseum field, the installation of new rows
5 of stadium chairs (so that all Coliseum seats are stadium
6 chairs), the enclosing of the east end by new concrete steps
7 and risers for new seating closer to the football or soccer
8 field, the addition of private suites, the improvement of con-
9 cession stands, the addition of elevators and like items; and

10 WHEREAS, it is also desired that the Management Agreement
11 (as amended by the Amendments) be updated and revised and (for
12 purposes of convenience) restated in certain respects;

13 NOW, THEREFORE, IT IS AGREED that Sections 1 through
14 26, inclusive, of the Management Agreement (as heretofore
15 amended by the Amendments) are amended and restated to read
16 in their entirety, as follows:

17 GENERAL PROVISIONS

18 1. This Amended and Restated Management Agreement
19 ("this agreement") shall be effective as of the date hereof,
20 and this agreement shall continue in full force and effect
21 for a period of fifty (50) years from and after December 30,
22 1955 or, if later, until such time as all revenue bonds
23 hereinafter provided for and the interest thereon shall have
24 been paid in full, or provision for such payment shall have
25 been made. The Management Agreement, the Amendments thereto,
26 and any other agreements or contracts by and between any of
27 the parties hereto which may be inconsistent with the
28 provisions of this agreement (other than that certain Coliseum
29 Lease, dated as of the 3rd day of January, 1956, as amended, by
30 and between the District and the Commission, and that certain
31 Sports Arena Agreement, Lease and Easement, dated as of the
32 3rd day of January 1956, by and between the District and the

1 Commission, neither of which shall be affected by this agree-
2 ment) are hereby rescinded, cancelled and terminated, and this
3 new, separate and independent Amended and Restated Management
4 Agreement is herewith executed by the parties.

5 2. Pursuant to the provisions of Title 1, Division 7,
6 Chapter 5, Articles 1 and 2 of the California Government Code
7 (the "Law") relating to joint exercise of powers, the Charter
8 of the City of Los Angeles, and Division 1, Chapter 3,
9 Article 2 of the Agricultural Code of the State of California,
10 as amended, the City, County, and District hereby agree that
11 the Commission, board or agency heretofore known as the "Los
12 Angeles Memorial Coliseum Commission," which Commission was
13 initially created under the provisions of applicable law by
14 agreement of September 25, 1945, shall continue as such
15 commission, board or agency under the said provisions of law,
16 is hereby re-created pursuant to the said provisions of law,
17 and shall hereafter be designated as the "Los Angeles Memorial
18 Coliseum Commission" (the "Commission"), and the Commission
19 shall be a public entity separate and apart from the entities
20 of the parties to this agreement. The debts, liabilities
21 and obligations of the Commission, including, without limita-
22 tion, any revenue bonds issued pursuant to this agreement,
23 shall not constitute debts, liabilities or obligations of any
24 of the parties to this agreement. The parties hereto are
25 each empowered by the laws of the State of California to acquire,
26 construct, improve, repair, maintain, manage, operate and
27 lease the Coliseum and the Sports Arena or any part thereof.
28 This common power will be jointly exercised in the manner
29 hereinafter set forth. "Coliseum" shall mean the Los Angeles
30 Memorial Coliseum, together with all related and appurtenant
31 structures, including any and all improvements and additions
32 constructed pursuant to this agreement or otherwise, located in

1 or near Exposition Park in the City of Los Angeles, and shall
2 also mean any real property, or interest therein, acquired by
3 the Commission in connection with its jurisdiction over said
4 Coliseum and related and appurtenant structures. "Sports
5 Arena" shall mean the Los Angeles Memorial Sports Arena, to-
6 gether with all related and appurtenant structures; including
7 any and all improvements and additions constructed pursuant to
8 this agreement or otherwise, located in or near Exposition Park
9 in The City of Los Angeles, and shall also mean any real property,
10 or interest therein, acquired by the Commission in connection
11 with its jurisdiction over said Sports Arena and related and
12 appurtenant structures.

13 3. At the time of execution of this agreement and for the
14 duration or any extension thereof, the City, County and District
15 shall each have an equal interest in the Coliseum, the Sports
16 Arena, and any equipment or incidental property of either
17 facility, including the receipts and revenues from the opera-
18 tion and management of both facilities, subject to the rights
19 of the City and County as set forth in paragraph 19(c)(5) and
20 subject to the requirements and provisions of any resolution or
21 indenture providing for the issuance of revenue bonds herein-
22 after provided for.

23 4. The Commission shall consist of nine (9) members, all
24 serving in their individual capacity, as follows: one (1)
25 member appointed from the Council of the City by the President
26 thereof; two (2) members appointed from and by the Board of
27 Recreation and Park Commissioners of the City; three (3)
28 members appointed from and by the Board of Supervisors of the
29 County; and three (3) members appointed from and by the Board
30 of Directors of the District. Each such board representing the
31 City, County and District, respectively, shall appoint one
32 alternate from the members of its respective board, and the

1 President of the Council of the City shall appoint one alternate
2 from the members of said Council, and each such alternate,
3 acting in an individual capacity, shall have the authority to
4 attend, participate in and vote at any meeting of the
5 Commission when any regular member for whom he is an alternate
6 is absent from said meeting. All members and alternate
7 members of the Commission shall serve at the pleasure of the
8 respective boards and President of the Council of the City
9 by whom they shall have been appointed.

10 5. The powers herein delegated to the Commission shall
11 continue until the termination of this agreement or any exten-
12 sion thereof, or until the parties hereto shall have mutually
13 rescinded said agreement, but in no event shall said powers
14 be terminated until all revenue bonds hereinafter provided
15 for and the interest thereon shall have been paid or provision
16 for such payment shall have been made.

17 6. The powers herein delegated to the Commission shall be
18 exercised in accordance with the mode, manner and procedures
19 of the City.

20 7. The Commission shall hold at least one regular meeting
21 each month; the date upon which, and the hour and place at which
22 each such regular meeting shall be held shall be fixed by
23 resolution of the Commission. For the purposes of this agree-
24 ment the term "fiscal year" shall mean that period of time
25 designated as the fiscal year by the Charter of the City.

26 The Commission shall elect a President from its members
27 and shall appoint a Secretary who may, but not need, be a
28 member. The Commission shall appoint a Chief Administrative
29 Officer. The Treasurer of the Commission and the Controller
30 of the Commission shall be the persons who shall from time to
31 time be the duly selected and acting Treasurer and Controller,
32 respectively, of the City and, as such, shall have the powers,

1 duties and responsibilities specified for such officers, res-
2 pectively, in the Law. There shall be no charges made against
3 the Commission for the services of said Treasurer and Controller.
4 The Treasurer and Controller of the Commission are designated
5 as the public officers or persons who shall have charge of,
6 handle, or have access to any property of the Commission, and
7 each such officer shall file an official bond with the
8 Secretary of the Commission in the amount of \$10,000. If and
9 to the extent permitted by law, any such officer may satisfy
10 this requirement by filing an official bond obtained in connec-
11 tion with another public office. The Commission shall have
12 the power to appoint such other officers as it may deem
13 necessary.

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

16 9. All meetings of the Commission shall be called, noticed,
17 held and conducted in accordance with the provisions of
18 applicable state law. The Secretary of the Commission shall
19 cause to be kept minutes of its meetings, both regular and
20 special, and shall, on or before the tenth day of each calendar
21 month, transmit to the Board of Recreation and Park Commissioners
22 and the Council of the City, to the Board of Supervisors of
23 said County, and to the Board of Directors of the District,
24 true and correct copies of the minutes of all meetings held
25 during the previous calendar month.

26 10. Each of the members of the Commission, and each
27 acting alternate, shall receive as compensation for his services
28 the sum of Twenty-five Dollars (\$25.00) per meeting, for each
29 meeting attended, not to exceed, in the aggregate, the sum of
30 Five Hundred Dollars (\$500.00) for any fiscal year, payable
31 out of the administration funds hereinafter mentioned.

32 11. The presence of five (5) members of the Commission,

1 including any acting alternates present, shall be required to
2 constitute a quorum, and a two-thirds (2/3) vote of all members
3 and acting alternates present shall be necessary for the
4 transaction of business; provided that an affirmative vote of
5 not less than seven members and acting alternates shall be
6 required to appoint or remove a Chief Administrative Officer.

7 NOTE: Two-thirds (2/3) shall be deemed to be as follows:

8	5 present	-	Four votes
9	6 present	-	Four votes
10	7 present	-	Five votes
11	8 present	-	Six votes
12	9 present	-	Six votes

13 The Commission shall adopt appropriate rules not inconsistent
14 herewith for the orderly transaction of its business.

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

17 (a) To employ a Chief Administrative Officer and
18 employ or contract for such workmen, mechanics, laborers,
19 clerks, and other employees as may be required in the
20 management and operation of any such facility provided for
21 herein, including the cleaning up of debris occasioned by
22 the use of the Coliseum and Sports Arena, accumulated in
23 Exposition Park in the City, and to fix and pay their
24 compensation, and employ such other officers or employees as
25 it may deem necessary to carry out any of its powers, includ-
26 ing the retaining of independent counsel, consultants and
27 accountants.

28 The employees of the Commission shall not be
29 deemed to be employees of the City, the County, or the District,
30 nor shall said employees be subject to any rule, regulation or
31 ordinance requiring said employees to reside within the limits
32 of the City of Los Angeles.

1 (b) To purchase such materials, services, public
2 utility services, supplies and equipment as may be necessary
3 to maintain and operate any such facility.

4 (c) To make repairs or improvements to any facility
5 or property under the jurisdiction of the Commission.

6 (d) To procure and maintain in force and effect
7 reasonably adequate public liability, workmen's compensation,
8 riot and civil commotion insurance, and such other insurance
9 as the Commission may deem advisable, insuring the City,
10 County, District and Commission, respectively, as their
11 interests may appear, and to exact of their employees such
12 fidelity and surety bonds as in their discretion may be necessary
13 and to pay the premiums thereon. Subject to the requirements
14 and provisions of any resolution or indenture providing for
15 the issuance of revenue bonds hereinafter provided for, any
16 moneys received by any of the parties hereto under any policy
17 of insurance for damage or loss of property of any such
18 facility shall, at the option of the Commission, be disbursed
19 either for the purpose of repairing or replacing the item or
20 items covered by said insurance, and for the damage or
21 destruction of which said moneys were received, or in the
22 alternative, said moneys shall be distributed to the City,
23 County, District and Commission, respectively, as their
24 interests may appear. Any buildings, improvements or fixtures
25 constructed at the option of the Commission in replacement of
26 such damaged or destroyed property shall be subject to the terms
27 and provisions of this agreement.

28 (e) To purchase or otherwise acquire, hold, own, mort-
29 gage, sell, convey, exchange, option, or otherwise dispose of
30 real and personal property of every class and description and
31 any estate or interest therein, including leaseholds and licens-
32 es for any term, for any purpose consistent with this agreement.

1 subject to any limitations as may be imposed by law or the
2 provisions hereof.

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

21 (g) To grant concession privileges for the vending
22 and sale of liquids, alcoholic beverages and edibles, programs,
23 cushions and similar articles, or for the renting of any of
24 said articles; provided that no concession agreement shall be
25 made for a period of more than three (3) years unless said
26 agreement requires the concessionaire to construct and install
27 utility lines and equipment and concession booths and equip-
28 ment in accordance with the Commission's Plans and Specifica-
29 tions, all of said improvement and equipment to become
30 the sole property of the Commission upon its construction and
31 installation, the term of any such concession agreement not
32 to exceed fifteen (15) years without approval of the parties

1 hereto.

2 (h) To file with the Board of Recreation and Park
3 Commissioners and the Council of the City, the Board of
4 Supervisors of the County, and the Board of Directors of the
5 District, on or before the first day of June of each year,
6 a budget containing separate detailed statements of estimated
7 revenues and expenditures for the next ensuing fiscal year
8 for the Coliseum and for the Sports Arena, respectively.

9 (i) Subject to any contrary provisions of this
10 agreement and to the requirements and provisions of any rev-
11 enue bond resolution or indenture providing for a trustee or
12 other fiscal agent, to deposit all funds, from whatever source,
13 of the Commission with the Treasurer of the Commission, who
14 shall place such funds in the city treasury of the City to
15 the credit of the Commission.

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

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

20 13. The Commission shall have power, upon an affirmative
21 vote of at least seven (7) members of the Commission at a
22 meeting of the Commission, to negotiate for a contract to operate,
23 manage and control parking lots or parking areas of the
24 District, either within or outside the boundaries of Exposition
25 Park in the City, to be used in connection with the activities
26 of any of the Commission's facilities or structures in
27 Exposition Park in the City, including the Coliseum and Sports
28 Arena. The power to acquire parking facilities by purchase,
29 condemnation or otherwise is expressly withheld from the
30 Commission.

31 14. The Commission may provide for a retirement system
32 for the employees of the Commission, including, but not limited

1 to, the authority to contract with either the State of
2 California, City or County for such service. The employer's
3 contribution shall be made from the Commission's Operating
4 Expenses Account. The Commission shall have the further
5 power to give full credit for all service rendered prior to
6 the establishment of the retirement system either with the
7 Commission or with any other public entity within the
8 County, or both, so far as authorized by law, but no part
9 of the cost for prior service shall be borne by either the
10 City, County or District. All other proper employer costs
11 in connection with said retirement system shall be paid from
12 the funds of the Commission, and shall not be a charge against
13 the City, County or District.

14 15. The City, County and District shall each have the
15 right, upon application to the Commission, to use the Coliseum
16 and Sports Arena, for any purpose for which it may lawfully
17 use the same, on any date not otherwise reserved, upon such
18 terms and conditions as may be agreed upon by the Commission.

19 16. The term "gross revenue" as used herein is defined
20 as the total rentals, fees, and revenues from leases, licenses,
21 permits or concessions accruing to the Commission, from
22 the operation of the Coliseum and Sports Arena, respectively,
23 and excludes sums paid by or for tenants, lessees, licensees,
24 or permittees, to reimburse the Commission for special costs,
25 expenses or charges occasioned by the particular use or
26 requirements of such tenants, lessees, licensees, or
27 permittees, which are not included in the rental or permit
28 charge, such as special charges for loud speaker operation,
29 gas, electric light and power, special preparation of Coliseum
30 or Sports Arena (including such thereof as may be paid in
31 connection with any preparation of the proposed Coliseum
32 private suites), extra help or overtime employment of employees.

1 insurance reimbursement, and costs paid by permittees, or users
2 not paying a rental or permit charge. Said term shall also
3 exclude sums paid by the City, County or District for
4 operation, maintenance, repair, alteration, additions,
5 paramedic services, or for other use by the Commission, and
6 shall exclude sums paid by reason of the provision of
7 insurance policies on the Coliseum and Sports Arena, or other
8 payments for damage, or purposes other than revenue.

9 COLISEUM AND SPORTS ARENA PROVISIONS

10 17. The City, County and District, and each of them,
11 hereby release and relinquish during the life of this agreement,
12 and any extension thereof, to the Commission, herein provided
13 for, any right they may have, severally or jointly, to the
14 use, possession and control of the Coliseum and the Sports
15 Arena, except as specifically provided for in this agreement.
16 Upon the expiration or termination of this agreement, in
17 accordance with the provisions of this agreement or otherwise,
18 the Commission shall immediately surrender the use, possession
19 and control of the Coliseum and the Sports Arena granted herein,
20 together with all personal property, materials, supplies and
21 equipment appertaining to the said facilities to the City,
22 the County, and the District, in accordance with their
23 respective rights therein, and shall render to the City,
24 the County and the District, or its or their successor or
25 successors in interest, a full, true and correct account
26 of the funds then in its possession and shall pay over the
27 same to the City, the County and the District in accordance
28 with their respective rights.

29 18. Subject to the limitations and conditions herein
30 provided, the Commission is hereby empowered to acquire,
31 construct, improve, repair, maintain, manage and operate
32 the Coliseum and Sports Arena; to issue revenue bonds, in

1 accordance with the provisions of the Law, to raise funds to
2 carry out its purposes and exercise the powers granted under
3 this agreement and to refund any such revenue bonds previously
4 issued; and to lease property from any party to this agreement.

5 19. The annual gross revenue accruing from the operation
6 of the Coliseum and Sports Arena shall be paid and disbursed
7 in the following manner:

8 (A) Coliseum Fund. There is hereby continued and
9 reestablished in the city treasury of the City the special fund
10 known and designated as the "Coliseum Fund". All moneys now
11 credited to said fund shall be continued as a part of said
12 fund.

13 All moneys which shall have accrued from the
14 operation of the Coliseum or any properties or facilities
15 constituting a part thereof or used in connection therewith,
16 or any other revenues derived by the Commission therefrom
17 since February 29, 1944, and all revenue hereafter derived
18 by the Commission from the operation of the Coliseum or any
19 properties or facilities constituting a part thereof or used
20 in connection therewith, or any other revenue derived by
21 the Commission therefrom, shall be deposited in the Coliseum
22 Fund forthwith, subject, however, to the requirements and
23 provisions of any resolution or indenture providing for the
24 issuance of revenue bonds approved in the same manner provided
25 and with the same exceptions stated hereinafter in Section 21.

26 (B) Sports Arena Fund. There is hereby continued
27 and reestablished in the city treasury of the City the
28 special fund known and designated as the "Sports Arena Fund".
29 All monies now credited to such fund shall be continued as
30 a part of such fund.

31 All funds in the possession of the Commission
32 and all revenues hereafter derived by the Commission from the

1 operation of the Sports Arena, or any properties or facilities
2 constituting a part thereof or used in connection therewith,
3 or any other revenues derived by the Commission therefrom,
4 shall be deposited in the Sports Arena Fund forthwith, subject,
5 however, to the requirements and provisions of any resolution
6 or indenture providing for the issuance of revenue bonds
7 approved in the same manner provided and with the same
8 exceptions stated hereinafter in Section 21.

9 (C) Accounts.

10 (1) Coliseum Operating Expenses Account. There
11 is hereby continued and reestablished in the "Coliseum Fund"
12 a special account known and designated as the "Coliseum
13 Operating Expenses Account". All monies now allocated to such
14 Account shall be continued as a part of such Account.

15 From the prospective annual gross revenues derived
16 by the Commission from the operation of the Coliseum or any
17 properties or facilities constituting a part thereof, or used
18 in connection therewith, and any other revenues derived by the
19 Commission therefrom, a sufficient amount of money shall
20 be allocated as an operating budget for the Coliseum for each
21 fiscal year to be determined by the Commission prior to
22 the commencement of such fiscal year.

23 Said operating budget shall include an item for
24 emergencies and/or contingencies. Said operating budget shall
25 also include as part of the operating expenses an item for
26 rent to be paid to the District in accordance with a lease
27 or leases entered or to be entered into by and between the
28 District and the Commission.

29 The amount of money allocated to the operating
30 budget shall be kept in the specifically designated "Coliseum
31 Operating Expenses Account". Said Operating Expenses Account
32 shall have first priority for payment annually from the gross

1 revenues. The entire unexpended balance remaining in said
2 Account at the end of any fiscal year shall continue in and
3 be carried over in said Account for the next succeeding
4 fiscal year.

5 A sufficient amount of money from the said Coliseum
6 Fund may be allocated as an operating budget for said Sports
7 Arena during such time as there shall be insufficient
8 revenues and receipts in the Sports Arena Fund to meet the
9 demands of the operating budget for said Sports Arena.

10 (2) Sports Arena Operating Expenses Account.

11 There is hereby continued and reestablished in the
12 "Sports Arena Fund" a special account known and designated
13 as the "Sports Arena Operating Expenses Account". All monies
14 now allocated to such Account shall be continued as a part
15 of such Account.

16 From the prospective annual gross revenues derived
17 by the Commission from the operation of the Sports Arena,
18 or any properties or facilities constituting a part thereof,
19 or used in connection therewith, or any other revenues derived
20 by the Commission therefrom, a sufficient amount of money
21 shall be allocated as an operating budget for the said
22 Sports Arena for each fiscal year to be determined by the
23 Commission prior to the commencement of such fiscal year.

24 Said operating budget shall include an item for
25 unforeseen emergencies and/or contingencies. Said operating
26 budget shall also include as part of the operating expenses
27 an item for rent to be paid to the District in accordance
28 with a lease or leases entered or to be entered into by
29 and between the District and the Commission.

30 The amount of money allocated to the operating budget
31 shall be kept in the specifically designated "Sports Arena
32 Operating Expenses Account". Said Operating Account shall

1 have first priority for payment annually from the gross
2 revenues. The entire unexpended balance remaining in said
3 Account at the end of any fiscal year shall continue in and
4 be carried over into said Account for the next succeeding
5 fiscal year.

6 (3) Coliseum Cash Operating Account.

7 There is hereby continued and reestablished in the
8 "Coliseum Fund" a special account known and designated as the
9 "Coliseum Cash Operating Account". All monies allocated to
10 such Account shall be continued as a part of such Account.

11 The Commission shall have the right and power to
12 establish and maintain, by transfer from the Coliseum Fund a
13 "Coliseum Cash Operating Account" of an amount not to exceed
14 Forty Thousand Dollars (\$40,000.00) for the purpose of payment
15 of emergency items which are impracticable to be paid by the
16 issuance of warrants on the city treasury of the City. The
17 Commission shall keep, or cause to be kept, a strict account
18 of all such items paid from said fund and shall secure written
19 receipts for the payment of each item and shall support warrants
20 on the city treasury of the City for reimbursement with detail-
21 ed schedules of all items of expenditures, accompanied by
22 said receipts.

23 (4) Sports Arena Cash Operating Account.

24 There is hereby continued and reestablished in the
25 "Sports Arena Fund" a special account known and designated as
26 the "Sports Arena Cash Operating Account". All monies now
27 allocated to such Account shall be continued as a part of such
28 Account.

29 The Commission shall have the right and power to
30 establish and maintain, by transfer from the Coliseum Fund
31 and the Sports Arena Fund a "Sports Arena Cash Operating
32 Account" for an amount not to exceed Thirty Thousand Dollars

1 (\$30,000.00) for the purpose of payment of emergency items which
2 are impracticable to be paid by issuance of warrants in the
3 city treasury of the City. The Commission shall keep, or
4 cause to be kept, a strict account of all such items paid from
5 said fund and shall secure written receipts for the payment
6 of each such item, and shall support warrants on the city
7 treasury of the City for reimbursement with detailed schedules
8 of all items of expenditures, accompanied by said receipts.

9 (5) Special Surplus Account.

10 There is hereby continued and reestablished in the
11 "Coliseum Fund" a special account known and designated as the
12 "Special Surplus Account". All monies allocated to such
13 Account shall be continued as a part of such Account.

14 All funds deposited in the Coliseum Fund as provided
15 in Section 19(A) above, which are not allocated to the
16 Coliseum Operating Expenses Account, shall be transferred to
17 and made a part of the specially designated "Special Surplus
18 Account". All funds deposited in the Sports Arena Fund as
19 provided in Section 19(B) above, which are not allocated
20 to the Sports Arena Operating Expenses Account, shall be trans-
21 ferred to and made a part of the specially designated "Special
22 Surplus Account".

23 The City and County each shall have a lien upon said
24 Special Surplus Account in the amount of Six Hundred Five
25 Thousand Eight Hundred Ninety-Eight Dollars and Eighty-Six
26 Cents (\$605,898.86).

27 Except for the payment of ordinary operating
28 expenses of any facility under the jurisdiction of the Com-
29 mission, the Commission may not distribute any portion of
30 said Special Surplus Account moneys to the City, County or
31 District, or any of them, without first satisfying the said
32 liens of the City and County. At such times as the liens are

1 satisfied, the Commission may distribute from such Special
2 Surplus Account.

3 Any such distribution shall be made only on the basis
4 of an equal one-third of the amount voted for distribution
5 each to the City, County and District.

6 No funds may be made available for such distribution
7 unless and until approved by a resolution duly adopted at a
8 meeting of the Commission and by an affirmative vote of at
9 least seven (7) members of the Commission.

10 No sum may be distributed or liens satisfied unless
11 there shall be, after such distribution, or satisfaction of
12 liens, at least One Million Dollars (\$1,000,000.00) remaining
13 in the said Account.

14 Except as otherwise provided herein, the Special
15 Surplus Account moneys shall be used only for the construction,
16 improvement, maintenance, management, control and operation of
17 facilities within or to be added to the jurisdiction of
18 said Commission.

19 (6) Other Funds and Accounts. In addition to the
20 funds and accounts provided for in this agreement, the
21 Commission may establish and maintain such other funds and
22 accounts as may be required by good accounting practice and
23 by any provision of a resolution or indenture covering
24 revenue bonds issued by the Commission.

25 (7) Commission Accounts. Funds of the
26 Commission shall be kept in special funds and special accounts
27 in the city treasury of the City separate and apart from the
28 funds and accounts of the City and each commission, officer
29 and department thereof.

30 20. The Controller of the Commission shall draw warrants
31 upon the funds and accounts created or permitted by Section
32 19 hereof to pay demands against the Commission when the demands

1 have been approved by the Commission. The books and records
2 of the Commission shall be open to inspection at all reasonable
3 times by the City, the County and the District and their
4 representatives. The Commission shall give an independent
5 audited written report of all financial activities with respect
6 to the Coliseum and Sports Arena, respectively, for each
7 fiscal year to the City, the County and the District.

8 The Controller of the Commission shall either make or
9 contract with a certified public accountant or public accountant
10 to make an annual audit of the accounts and records of the
11 Commission. In each case the minimum requirements of the
12 audit shall be those prescribed by the State Controller for
13 special districts under applicable state law and shall conform
14 to generally accepted auditing standards. When such an audit
15 of an account and records is made by a certified public
16 accountant or public accountant, a report thereof shall be
17 filed as public records with the City, the County and the
18 District and also with the County Auditor of the County.
19 Such report shall be filed within 12 months of the end of
20 the fiscal year under examination.

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

26 All books, records, accounts and files referred to
27 in this section shall be open to the inspection of holders
28 of Commission revenue bonds to the extent and in the manner
29 provided in the resolution or indenture providing for the
30 issuance of such revenue bonds.

31 21. It is understood and agreed by and between the parties
32 hereto that the Commission may, in any resolution or indenture

1 providing for the issuance of revenue bonds, pledge to the
2 payment of the principal of and interest on and redemption
3 premium on such revenue bonds any revenues and other moneys
4 of the Commission, and so long as any such revenue bonds or
5 the interest coupons thereof shall be outstanding and unpaid,
6 the provisions of Section 19 hereof, relating to the use,
7 application and priority of such revenues and other moneys,
8 shall be subordinated to the provisions contained in any
9 such resolution or indenture concerning the use, application
10 and priority of said revenues or moneys, subject to the follow-
11 ing conditions:

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

16 (B) In no event shall the Commission pledge or in any
17 way hypothecate such revenues unless adequate provision is made
18 in said resolution or indenture for the payment of the operating
19 expenses of the Coliseum and Sports Arena.

20 22. If at any time any of such revenues or other moneys
21 of the Commission allocated for revenue bond use pursuant to
22 said resolution or indenture is relieved from such encumbrance
23 or otherwise made available for any lawful use of the
24 Commission from any special funds or accounts provided for
25 in said resolution or indenture, said revenues or other moneys
26 shall be immediately paid into the Special Surplus Account
27 to be kept and used in accordance with the provisions of
28 Section 19(C)(5) above.

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

32 24. At any time during the forty-eighth year of this agree-

1 ment (computed from the date this agreement was originally
2 executed, i.e., December 30, 1955) the parties hereto may
3 agree in writing to extend the term of this agreement for
4 a period not to exceed forty-nine (49) years. Should the
5 option be exercised by the Commission to extend the term
6 of the lease of the Coliseum, or the Sports Arena, this
7 agreement shall be extended for an identical term as the
8 extended term of such lease.

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

14 26. County will supply paramedic services to the
15 Commission for use at events in the Coliseum and Sports
16 Arena. The level and frequency of said services shall be
17 in the sole discretion of the County. The provision of said
18 services shall be administered by the Director of Health
19 Services of the County or whichever County officer may
20 succeed to the duties of said Director in connection with
21 the County's paramedic program. County may, in its sole
22 discretion, discontinue or suspend said services at any time.

23 In lieu of the County's supplying paramedic services
24 to Commission through County employees, County may at its
25 option furnish medical equipment and supplies to the Commission
26 for use by paramedic personnel to be employed by the
27 Commission and supervised by the Director of Health Services
28 of the County or whichever County officer may succeed
29 to the duties of said Director in connection with the County's
30 paramedic program. County may in its sole discretion
31 discontinue or suspend the provision of said medical equip-
32 ment, supplies and supervision at any time.

1 Commission will, if practicable, procure
2 insurance protecting County, City and District, their
3 officers and employees, and paramedic personnel, including
4 physicians, from all claims and liability for medical
5 malpractice, personal injury and property damage in
6 connection with the provision of said paramedic services
7 or the provision of equipment, supplies and supervision.
8 If the provision of paramedic services hereinabove described
9 results in an increase in the Commission's premium payments
10 for insurance, the County may, upon request, pay said increase
11 as the same may become due from time to time.

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

6
7 Attest: COUNTY OF LOS ANGELES

8
9 James S. Mize, Executive Officer- Clerk of the Board of Supervisors By EDMUND D. EDELMAN
10 Chairman, Board of Supervisors

11 By CHARLOTTE REMAIS Date of Execution
12 Deputy FEB 14 1977
13 by County:

14 Approved as to form:

15 John H. Larson, County Counsel

16 (SEAL)

17 By Bennett
18 Joel R. Bennett
Special Assistant

19 Attest: CITY OF LOS ANGELES

20
21 Rex E. Layton, City Clerk

22 By Sam Bradley
Mayor

23 By Edward W. Robinson Date of Execution
24 Deputy MAR 2 1977
25 by City:

26 Approved as to form and legality:
27 BURT PINES, City Attorney

28 By Frederick N. Merkin
29 **ADOPTED** Frederick N. Merkin
30 BOARD OF SUPERVISORS Deputy City Attorney
CITY OF LOS ANGELES

31 107 NOV 9 1976

32 James S. Mize

JAMES S. MIZE
EXECUTIVE OFFICER 24.

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Attest:

SIXTH DISTRICT AGRICULTURAL
ASSOCIATION
(CALIFORNIA MUSEUM OF SCIENCE
AND INDUSTRY)

By William J. Moran Secretary By John W. Edgerton President

Date of execution
by District: 2-23-77

Approved as to form:

Evelle J. Younger, Attorney General

By Henry G. Ullerich
Henry G. Ullerich
Deputy

FORM	VALUE	BUDGET	REQUIRE
Department of General Services			
APPROVED			
MAR 7 1977			
<i>L. Blanchard</i>			
Deputy Director			