

**MOTION**

The Los Angeles Memorial Coliseum Commission (Commission) is a Joint Powers Authority (JPA) created to own, operate and manage the Los Angeles Memorial Coliseum and the adjacent Los Angeles Memorial Sports Arena. The Commission's JPA authority was memorialized through an executed management agreement between the State of California/California Science Center, the County of Los Angeles, and the City of Los Angeles in 1976. The member agencies revised it and entered into a retitled agreement known as the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 (Management Agreement). All amendments to the Management Agreement must be approved by the City of Los Angeles, County of Los Angeles and State of California as member agencies.

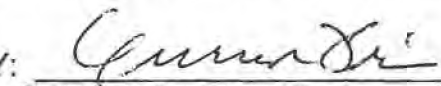
The Commission is proposing a first amendment to the Management Agreement to revise the governance structure and provide greater community involvement and input in the management of the Coliseum and Sports Arena. The proposed changes are as follows:

1. Increase the voting members from three to five, with one member each appointed by the City, County and State, and two members appointed by the Commission, as well as one alternate each appointed by the member agencies;
2. The presence of three (3) 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 business;
3. The Commission shall have power, upon an affirmative vote of at least three members of the Commission to negotiate a contract to operate, manage and control parking lots or parking areas, either within or outside the boundaries of Exposition Park in connection to the Coliseum and Sports Arena.

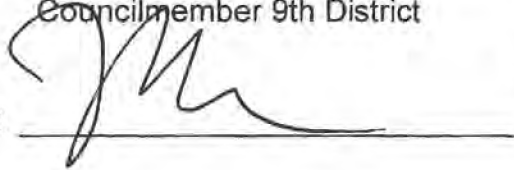
City Council action is needed to approve the proposed modifications to the Management Agreement and authorize the Mayor to execute the revised JPA.

I THEREFORE MOVE that that the City Council approve the attached revised First Amendment to the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 to revise the governance structure and provide community involvement in the Coliseum management, and authorize the Mayor to execute this document on behalf of the City, subject to the City Attorney as to form.

PRESENTED BY:

  
 CURREN D. PRICE  
 Councilmember 9th District

SECONDED BY:



SEP 28 2016



bsw

ORIGINAL

FIRST AMENDMENT TO THE AMENDED AND RESTATED LOS ANGELES  
MEMORIAL COLISEUM COMMISSION MANAGEMENT AGREEMENT OF 2013

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED LOS ANGELES MEMORIAL COLISEUM COMMISSION MANAGEMENT AGREEMENT, is made this \_\_\_\_ day of \_\_\_\_\_, 2016, 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").

RECITALS

WHEREAS, the parties did, as of the 26<sup>th</sup> day of February, 2014, enter into an agreement known as the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 (the "Management Agreement"). By this Management Agreement, the parties updated, revised and restated their prior agreements establishing the Los Angeles Memorial Coliseum Commission ("Commission"), and empowering and authorizing the Commission to manage, operate, and maintain the Los Angeles Memorial Coliseum (the "Coliseum"), a National Historic Landmark, and the Los Angeles Memorial Sports Arena (the "Sports Arena"); and

WHEREAS, it is desired to further amend the Management Agreement to further revise the governance structure of the Commission to provide for greater community involvement and input in the management of the Coliseum and Sports Arena;

NOW, THEREFORE, IT IS AGREED that Sections 4, 11 and 13, inclusive, of the Management Agreement are amended in their entirety to read as follows:

4. The Commission shall consist of five (5) 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; one (1) member appointed by the Governor of the State of California; and two (2) members appointed by the Commission. The City Council President, Board of Supervisors, Commission, 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.

11. The presence of three (3) 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.

13. The Commission shall have power, upon an affirmative vote of at least three (3) 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.

All other provisions of the Management Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this First Amendment to the 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

APPROVED AS TO FORM:

MIKE FEUER, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

COUNTY OF LOS ANGELES

ATTEST: LORI GLASGOW  
Executive Officer  
Clerk of the Board of  
Supervisors

By: \_\_\_\_\_  
HILDA L. SOLIS  
Chair  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

MARY WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy

*(Signatures continue on following page)*

SIXTH DISTRICT AGRICULTURAL ASSOCIATION:

CALIFORNIA SCIENCE CENTER  
An Institution of the State of California

By: \_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY  
an Agency of the State of California

By: \_\_\_\_\_  
Secretary