

BOARD REPORT

NO. 26-096

DATE May 07, 2026

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WARNER RANCH PARK (AKA WARNER CENTER PARK) – AMPHITHEATRE IMPROVEMENTS (PRJ21947) PROJECT – COMMITMENT OF PARK FEES – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTIONS 15301(d) [RESTORATION OR REHABILITATION OF DETERIORATED OR DAMAGED STRUCTURES, FACILITIES, OR MECHANICAL EQUIPMENT TO MEET CURRENT STANDARDS OF PUBLIC HEALTH AND SAFETY], 15301(f) [ADDITION OF SAFETY OR HEALTH PROTECTION DEVICES FOR USE DURING CONSTRUCTION OF OR IN CONJUNCTION WITH EXISTING STRUCTURES, FACILITIES, OR MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES INCLUDING NAVIGATIONAL DEVICES] AND 15302 [REPLACEMENT OR RECONSTRUCTION OF EXISTING STRUCTURES AND FACILITIES WHERE THE NEW STRUCTURE WILL BE LOCATED ON THE SAME SITE AS THE STRUCTURE REPLACED AND HAVE SUBSTANTIALLY THE SAME PURPOSE AND CAPACITY] OF CALIFORNIA CEQA GUIDELINES, AND ARTICLE III, SECTION 1, CLASS 1(4), CLASS 1(6) AND CLASS 2(6) OF CITY CEQA GUIDELINES

B. Aguirre _____ M. Rudnick _____
B. Jones _____ for *C. Santo Domingo DF
C. Stoneham _____ N. Williams _____



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the scope of work and the total budget of the Warner Ranch Park – Amphitheatre Improvements (PRJ21947) Project (Project), as described in the Summary of this Report;
2. Authorize Department of Recreation and Parks (RAP) staff to commit from the fund and work order numbers a maximum of \$1,370,541.01 in Park Fees for proposed Project;

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>WORK ORDER NO.</u>
Park Fees	302/89/89718H	QP004714

3. Approve the Project to be bid and constructed through RAP’s list of pre-qualified on-call contractors;

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4. Approve the authorization of change orders as authorized under Board Report No. 06-136, for the construction contracts for this Project in the budget contingency amounts for such contracts as stated in this Report;
5. Determine that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant of Article 19, Section 15301(d) [Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety], Section 15301(f) [Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices] and Section 15302 [Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and have substantially the same purpose and capacity as the structure replaced] of California CEQA Guidelines, and pursuant to Article III, Section 1, Class 1(4), Class 1(6) and Class 2(6) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;
6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$25.00 for the purpose of filing an NOE; and
7. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Warner Ranch Park is located at 5800 North Topanga Canyon Boulevard in the Warner Center community of the City. This 16.7-acre facility provides a picnic area, children's play area, fitness equipment, walking paths, recreational open space, the Lou Bredlow Pavilion, and the Nora Ross Bandshell for the surrounding community. Due to the facility's size, features, programs and services it provides, Warner Ranch Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

On July 30, 1999, the Department of Recreation and Parks (RAP) executed Contract No. 2908 (Contract) with Valley Cultural Center (VCC) to provide afternoon "Concerts in the Park". The concerts are free to the public and VCC is not currently required to pay RAP for the use of the Pavilion under the current contract. VCC is allowed to enter into sub-agreements with vendors to sell merchandise, food, and beverages and provide donor recognition to individuals and organizations who contribute towards various improvements to the Pavilion facility (Report Nos. 203-93 and 14-011 and C.F.# 26-0517). The Contract will expire on July 29, 2029.

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Per Section 4(D) of the Contract, RAP is responsible for "...normal maintenance of the Pavilion structure and appurtenances (painting, repairs, etc.)." VCC is responsible for litter pickup in the park and surrounding pathways following each event and custodial maintenance of the stage and interior spaces.

PROJECT SCOPE

The scope of work of the Warner Ranch Park – Amphitheatre Improvements (PRJ21947) Project involves the following:

- Replacement of the roof, including the canopy and structural support cover.
- Replace the HVAC equipment, including thermostats and clean the ducts.
- New Fire Alarm System.

PROJECT FUNDING

Upon approval of this Report, \$1,370,541.01 in Park Fees can be committed to the proposed Project, which is the total budget including budget contingency. See below the anticipated pre-qualified on-call contract(s) and budget contingency amount(s) that will be used for the Project:

On-Call Contract	Contingency Amount
Roof Construction	\$25,000.00
HVAC Construction	\$25,000.00
Park Facility Construction	\$20,000.00

The Park Fees were collected within five miles of Warner Ranch Park, which is the standard distance for the commitment of Park Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Park Fees	302/89/89718H	\$1,370,541.01	100%
Total		\$1,370,541.01	100%

PROJECT CONSTRUCTION

RAP Staff has determined that sufficient funding has been identified for the Project. See below the anticipated Project schedule:

Phase	Duration
Pre-design	N/A
Design	N/A
Bid and Award	May 2026 – July 2026
Construction	August 2026 – April 2027
Post Construction	May 2027 – October 2027

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TREES AND SHADE

The proposed Project has no impact on the existing shade and trees at Warner Ranch Park.

ENVIRONMENTAL IMPACT

According to the proposed project scope, this Project consists of rehabilitation of deteriorated structures, addition of safety or health protection devices for use during construction of or in conjunction with existing structures and replacement of existing structures and facilities where the new structure will be located on the same site as the structure replaced and have substantially the same purpose and capacity.

Based on the parcel profile retrieved on April 15, 2026 through NavigateLA (<https://navigatea.lacity.org/navigatea/>), this site is not located within a coastal, historical preservation, or flood zone, nor is it in the vicinity of the Alquist-Priolo fault zone. The site is located within a liquefaction zone, but the proposed Project does not pose any risk of impacting structural integrity since the Project does not involve ground breaking. As of April 15, 2026, the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) and the State Department of Toxic Substances Control (DTSC) (Envirostor at <https://www.envirostor.dtsc.ca.gov/>) does not list any contaminated or cleanup program sites situated within 1,000 feet of the Project site. When reviewing the Caltrans Scenic Highway Map, the Project site sits 0.38 miles from a section of State Route 101 that holds the scenic highway status of "eligible." With regards to Historic-Cultural Monuments, the proposed Project will not pose any risk of impact to the local scenic highway or historical resources.

As a result of the environmental impact analysis, RAP staff recommends that the Board of Recreation and Park Commissioners (Board) determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301(d), 15301(f) and 15302 of California CEQA Guidelines as well as Article III, Section III, Class 1(4), Class 1(6) and Class 2(6) of the City CEQA Guidelines. Staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon the Board's approval.

FISCAL IMPACT

The approval of this commitment of Park Fees will have no fiscal impact on RAP's General Fund. The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Park Fees or funding sources other than RAP's General Fund. The maintenance of the proposed park improvements can be performed by current staff with minimal impact to existing maintenance service at this facility.

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This Report was prepared by David Lee, Management Assistant, Planning, Maintenance and Construction Branch. Elena Maggioni, Environmental Supervisor II, Planning, Construction and Maintenance Branch, reviewed the compliance with the California Environmental Quality Act (CEQA).

ATTACHMENTS

- 1) Copy of Contract

BOARD OF RECREATION AND
PARK COMMISSIONERS

STEVEN L. SOBOROFF
PRESIDENT

LEROY CHASE
VICE PRESIDENT

MARIA ELENA DURAZO
MIKE ROOS
LISA SPECHT

CITY OF LOS ANGELES
CALIFORNIA



RICHARD J. RIORDAN
MAYOR

DEPARTMENT OF
RECREATION AND PARKS
200 NO. MAIN ST.
13TH FLOOR
LOS ANGELES, CALIF. 90012

(213) 473-5888
FAX - (213) 473-6802

ELLEN OPPENHEIM
GENERAL MANAGER

July 30, 1999

Valley Cultural Center -
Warner Park Corporation
21550 Oxnard Street, Suite 470
Woodland Hills, CA 91367

Attention: Executive Director

Gentlemen:

Enclosed is Contract No. 2908, executed on July 30, 1999,
between the City of Los Angeles, by and through its Board of
Recreation and Park Commissioners, and your firm for use of an
Outdoor Performance Pavilion at Warner Ranch Park.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

SAUNDRA L. GANDOLFO
Executive Assistant

Enclosure

cc: City Attorney
Ms. Zatorski

08-11-99P04:21 RCVD



AGREEMENT BETWEEN THE DEPARTMENT OF
RECREATION AND PARKS AND THE
VALLEY CULTURAL CENTER (VCC) FOR
THE USE OF AN OUTDOOR PERFORMANCE PAVILION
AT WARNER RANCH PARK

This Agreement is entered into this 30th day of July, 19 99, by and between the Valley Cultural Center - Warner Park Corporation, a non-profit corporation, hereinafter referred to as VCC and the City of Los Angeles, a municipal corporation, acting by and through the Board of Recreation and Park Commissioners, hereinafter called DEPARTMENT.

WHEREAS, DEPARTMENT has replaced a temporary wooden outdoor performance stage at Warner Ranch Park with a permanent structure for outdoor performances, hereafter referred to as the Pavilion, and also known as the Lou Bredlow Pavilion, to better serve the needs of park patrons, and to conform to current building code requirements; and,

WHEREAS, the DEPARTMENT will utilize the Pavilion to provide free cultural programming to the public, and will make the facility available to organizations and groups, by permit or written agreement, to provide free public programs; and,

WHEREAS, VCC has been providing a highly popular program of Sunday afternoon "Concerts in the Park" cultural events at Warner Ranch Park free of charge to the public and at no expense to the DEPARTMENT since 1975; and has directly funded the environmental studies and architectural design work for construction of the new Pavilion; and offers to fund additional improvements and equipment to enhance the Pavilion following its construction; and,

WHEREAS, VCC further offers to continue providing free summer cultural programs annually at Warner Ranch Park and desires to utilize the Pavilion for said programs;

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. USE OF PAVILION BY VCC

DEPARTMENT hereby grants to VCC the exclusive use of the Pavilion located at Warner Ranch Park, 5800 Topanga Canyon Boulevard during the time periods stated in Section 3, herein, for the purpose of presenting cultural programming to the public free of charge. As shown in Exhibit A, attached hereto, the Pavilion consists of an outdoor performance stage and an enclosed backstage structure consisting of restrooms, storage areas, and dressing areas.

2. TERM

The term of this Agreement shall be 15 years commencing on the date of execution of the Agreement.

The Board of Recreation and Park Commissioners shall have the option to extend the term of this agreement for a period of 15 years. VCC shall notify the DEPARTMENT in writing of its desire to have the Board exercise the option at least 6 months but no more than one year before expiration of the original term. If such option is not exercised, VCC's use of the Pavilion facility may continue on a month-to-month basis upon the same conditions specified in this Agreement, except for the term of tenancy. Such month-to-month tenancy may be terminated by either party upon 30 days written notice.

3. PROGRAMMING

VCC shall have exclusive use of the Pavilion facility on one day each weekend (Saturday, Sunday, or on any Monday falling on a holiday) during the summer period from May 15 through September 30, each year during the term of this Agreement to present summer cultural performances to the general public. Said use shall be subject to, but not limited to the following conditions:

- A. VCC shall present a minimum of 12 cultural programs each summer.
- B. VCC shall submit a proposed performance program schedule and an operational plan to the DEPARTMENT each year for DEPARTMENT review and concurrence prior the opening of the summer performance season. The operational plan shall identify arrangements made by VCC for public parking, directional signage, litter control, sound amplification, food or merchandise sales, and other related concerns which the DEPARTMENT may require.
- C. All VCC performances shall be presented free to the public (no admission or other charges) and at no cost to the DEPARTMENT.
- D. VCC must provide adequate off-site parking to accommodate the anticipated crowd size at each performance.
- E. Any use of amplified sound shall conform to City's Noise Ordinance standards. VCC shall comply with all monitoring policies established by the DEPARTMENT, and shall bear all costs required to achieve compliance.

- F. Permanent restroom facilities are contained in the Pavilion. VCC shall provide at its expense any additional temporary portable restroom facilities which may be needed to accommodate the crowd size at the various performances. The placement of said additional restroom facilities shall be subject to DEPARTMENT approval.
- G. No performance may extend beyond dusk.
- H. Use of the premises by VCC for any purpose not directly involving the presentation of free outdoor performances or the administration thereof is prohibited unless specifically authorized in writing by the DEPARTMENT General Manager.

4. MAINTENANCE

- A. Following each performance, VCC will be responsible for litter pick-up on the park grounds and surrounding sidewalk areas, and will provide custodial maintenance of the stage and any interior space within the facility it may have occupied.
- B. The DEPARTMENT will maintain the permanent public restrooms of the Pavilion. VCC will be responsible for the maintenance of any portable restrooms authorized in connection with VCC activities.
- C. DEPARTMENT will provide normal park maintenance (litter pick-up, trash disposal, graffiti removal, etc.) on non-performance days.
- D. DEPARTMENT will be responsible for normal maintenance of the Pavilion structure and appurtenances (painting, repairs, etc.).

5. USE OF INTERIOR SPACE

- A. LONG TERM STORAGE USE - DEPARTMENT will authorize VCC exclusive use of designated areas within the Pavilion interior for the long term (permanent) storage of performance-related equipment (piano, props, etc.). The location and amount of space occupied by VCC for long term storage shall be subject to written DEPARTMENT approval.

VCC's use of the facility for storage purposes shall be at its own risk. DEPARTMENT shall not be responsible for any loss or damage to VCC's stored items resulting from theft, fire, or other cause.

B. SEASONAL USE - In addition, VCC may be authorized the use of interior space within the Pavilion facility on as "as needed basis" during the summer months for performance-related activities (rehearsals, short term equipment storage, etc.). Said use shall be coordinated with the DEPARTMENT and shall be subject to DEPARTMENT approval.

6. EQUIPMENT, MATERIALS

All equipment and materials required in connection with the activities of VCC covered under this Agreement shall be provided by VCC and at no expense to the DEPARTMENT.

7. COMPENSATION FOR SUMMER SEASON USE

No fees or charges are required to be paid by VCC to the DEPARTMENT for the uses authorized in this Agreement. Consideration shall be the public benefit to be gained by the delivery of free, high quality performances to the community.

8. ADDITIONAL PERFORMANCE DAYS

Should VCC desire to increase its summer use of the Pavilion, beyond the schedule set forth in Section 3, herein (one performance day per weekend) or to present performances during the "off-season" (October through mid-May), it shall request permission in writing from the DEPARTMENT. The DEPARTMENT shall consider the request along with other scheduled or requested uses for the Pavilion, but shall not be obligated to approve the request.

If the additional use requested by VCC is approved and is determined by the DEPARTMENT to be similar to or directly related and supportive of the VCC summer season program covered under this Agreement, the DEPARTMENT General Manager may waive a portion or all of any DEPARTMENT permit fees normally charged to PERMITTEES for the use of the Pavilion.

9. USE OF PAVILION BY OTHERS

It is understood that the DEPARTMENT may utilize the Pavilion for DEPARTMENT-sponsored activities or may make the Pavilion available to other groups (other than VCC) when the facility is not in scheduled use by VCC. During the VCC summer performance season (May 15 through September 30) the DEPARTMENT will coordinate the use of the Pavilion with VCC to ensure that such other uses do not interfere with scheduled VCC summer programming.

10. MERCHANDISE SALES, FOOD, ALCOHOLIC BEVERAGES

VCC may either directly or indirectly through suboperators operating under the provisions of subagreements, sell merchandise, food and beverages at reasonable prices in conjunction with authorized program activities. All such subagreements must have the prior written approval of the GENERAL MANAGER. VCC may collect a fee from such operations which shall be based upon and be comparable to the customary fee collected for similar operations within the community. Any merchandise, food, or beverages sold to the public by VCC or its agents shall conform to all Federal, State, and municipal laws, ordinances and regulations in every respect.

The sale or consumption of beer, wine, or other intoxicating liquors will not be permitted at Warner Ranch Park, except by prior approval of the DEPARTMENT General Manager, in accordance with rules and regulations of the Board of Recreation and Park Commissioners.

11. DONOR RECOGNITION

VCC may offer permanent recognition to individuals and organizations who contribute towards various improvements to the Pavilion facility (such as dressing room stations, an improved sound amplification system, a portable dance floor, etc.). It is contemplated that such permanent recognition will be in the form of inscribed bricks, plaques and similar items which will be inlaid or attached in various locations at the Pavilion. VCC shall obtain DEPARTMENT approval prior to implementing any fundraising program involving the permanent placement of donor recognition items at the Pavilion, and shall bear all cost involved.

12. FUNDS UTILIZATION AND COMMINGLING

All funds (including rents, commissions, grants, donations, etc.) received by VCC for the presentation of summer programming covered by this Agreement shall be applied exclusively to the delivery and management of the said concert programs and activities, and will be strictly accounted for. Such funds shall not be commingled with other funds of VCC unrelated to the activities covered under this Agreement.

13. FINANCIAL RECORDS AND REPORTS

VCC shall maintain a system of internal financial records and controls for the programs and activities covered under this Agreement, which ~~may~~^{shall} be subject to periodic review and audit by the DEPARTMENT as it deems appropriate.

Annually, by December 31, VCC shall provide the DEPARTMENT with financial statement of its summer programming operations for the previous calendar year. This shall include a summary of all revenues and expenditures related to said summer programming. Financial

statements shall be submitted to both the DEPARTMENT General Manager and the Valley Region Assistant General Manager at the addresses identified in Section 26 herein. Said financial statements shall be subject to audit by the DEPARTMENT.

For the life of this Agreement, VCC shall keep current its status as a non-profit, tax-exempt (501c3) corporation in the State of California. Loss of such status shall constitute a material breach of contract for which the DEPARTMENT may immediately terminate this Agreement.

14. OTHER REQUIRED REPORTS AND INFORMATION

Prior to the execution of this Agreement, VCC will provide the DEPARTMENT General Manager with the following organizational information. VCC shall insure that such information on file with the DEPARTMENT remains current.

- * Copy of VCC Articles of Incorporation and By-Laws.
- * Roster of VCC officers.
- * Names and titles of persons authorized to represent VCC in all matters concerning this Agreement.

15. OUTDOOR SIGNS

All outdoor signs on the park premises shall be subject to review and approval by the DEPARTMENT. No commercial signs will be permitted without prior written DEPARTMENT approval.

16. IMPROVEMENTS AND ALTERATIONS

No improvements or alterations shall be made to the premises by VCC without the prior written approval of the DEPARTMENT of construction design plans. VCC shall be responsible for all costs associated with the authorized work and shall obtain any permits which may be required. Title to the alterations and improvements shall be vested in the DEPARTMENT. Upon completion of the construction, VCC shall provide the DEPARTMENT with one set of reproducible "As built" drawings.

17. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the DEPARTMENT will have the right to enter the Pavilion at any time for purposes of property inspection and to ascertain compliance with the terms and conditions of this Agreement.

18. SECURITY AND SAFETY PRECAUTIONS

The DEPARTMENT has the overall responsibility for the security of the Pavilion facility. During periods of use by VCC, VCC shall exercise reasonable precaution to protect the security and safety of the Pavilion and park premises and the safety of the patrons thereof. In the event of injury to a patron, VCC shall attempt to ensure that the injured patron receives prompt and qualified medical attention. Within the first five working days following the injury incident, VCC shall submit a detailed report to the DEPARTMENT to include description of the incident, witnesses, names, location, date and time. City Form General No. 87 "Non -Employee Accident or Illness Report" or other report forms acceptable to the DEPARTMENT may be used for this purpose.

19. POSSESSORY INTEREST TAX

By executing this Agreement and accepting the benefits thereof, a property interest known as "possessory interest" may be created and such property interest may be subject to property taxation. VCC, as the party in whom the possessory interest may be vested, may be subject to the payment of the property taxes levied upon such interest. This notification is given in compliance with Section 107.6 of the California Revenue and Taxation Code.

20. RULES AND REGULATIONS

VCC shall conduct its activities on the premises in accordance with the applicable laws, ordinances, rules, and regulations promulgated by the City of Los Angeles, the County of Los Angeles, and the State of California, and the U.S.A.

VCC shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by the DEPARTMENT and cooperate fully with DEPARTMENT employees in the performance of their duties.

21. SURRENDER OF PREMISES AND REMOVAL OF PERSONAL PROPERTY

Upon expiration or termination of this Agreement, VCC shall quit and surrender possession of the premises to the DEPARTMENT in as good and usable condition, subject to normal wear and tear, as the premises were at the time of the first occupation thereof by VCC. VCC shall remove from the premises any personal property within thirty (30) calendar days of said expiration or termination unless written permission to leave specific items on the premises is first obtained from the DEPARTMENT. Any property not so removed shall become the property of the DEPARTMENT.

22. DEFAULT

In the event VCC defaults or fails to comply with any of the provisions contained herein, the DEPARTMENT will provide VCC with written notice to cure said breach or default. If VCC does not correct said breach or default, or make reasonable progress towards its correction, to the satisfaction of the DEPARTMENT within 60 calendar days of said notice, the DEPARTMENT may immediately terminate this Agreement. In situations posing a threat to persons, the DEPARTMENT may require immediate correction by VCC and, if such action is not taken by VCC, the DEPARTMENT may take the action necessary to correct the situation, recover all costs thereof from VCC, and, at the DEPARTMENT's option, terminate this Agreement.

23. ASSIGNMENT, SUB-LEASE, TRANSFER AND BANKRUPTCY

VCC shall not allow the subject premises or any part thereof, to be used by any other person or organization for any other use than herein specified, nor assign, transfer, or in any manner convey any of the rights or privileges herein granted without the written consent of the DEPARTMENT, which consent will not be unreasonably withheld. Any such assignment, transfer, or conveyance will be void.

Neither this Agreement nor the rights herein granted shall be assignable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings.

24. REMEDIES

In the event that any dispute arises in the interpretation of the performance of the terms of this Agreement, it is understood and agreed by and between the parties hereto that the DEPARTMENT shall have the right to make a final determination of any and all disputes and such determination shall be binding upon the parties thereto, provided, however, that such final determination shall not deprive the parties of any legal remedy they may have in a court of competent jurisdiction.

25. NON-DISCRIMINATION

Said premises and all authorized services related thereto, as set forth herein, shall be available for use and enjoyment by the public without regard to race, religion, national origin, ancestry, sex or sexual orientation, age, physical handicap, marital status or medical condition.

26. DEPARTMENT REPRESENTATIVES AND CHANNELS OF COMMUNICATION

The DEPARTMENT shall at its request be represented on the VCC Board of Directors by

a DEPARTMENT staff member appointed by the DEPARTMENT General Manager.

VCC shall place the DEPARTMENT on distribution lists to receive program schedules, newsletters, and other information pertaining to all Pavilion activities.

Unless otherwise notified by the DEPARTMENT in writing, all submittals by VCC to the DEPARTMENT relating to the interpretation, renewal or proposal to modify this Agreement shall be sent directly to the DEPARTMENT GENERAL MANAGER and a copy to the Assistant General Manager, Valley Region. Communications of a local operational nature shall be sent directly to the Assistant General Manager, Valley Region. The DEPARTMENT addresses are:

- General Manager
Department of Recreation and Parks
City of Los Angeles
Room 1330, City Hall East, Mail Stop 625-II
200 North Main Street
Los Angeles, California 90012
Attention: Real Estate and Asset Management Division
- Assistant General Manager, Valley Region
Department of Recreation and Parks
6335 Woodley Avenue
Van Nuys, California 91406

Unless otherwise notified by VCC in writing, all submittals from the DEPARTMENT to VCC shall be addressed to:

- Executive Director
Valley Cultural Center - Warner Park Corporation
21550 Oxnard St, Suite 470
Woodland Hills, California 91367

All notices and approvals required or given pursuant to this Agreement shall be in writing.

27. OPERATIONS REVIEW

At the request of either party, VCC and the DEPARTMENT General Manager or the General Manager's representative will meet periodically to review operational matters relating to this Agreement and to identify situations requiring improvement and the means for accomplishing said improvements.

28. AFFIRMATIVE ACTION

During the term of this Agreement, VCC agrees not to discriminate against any employee, applicant for employment or participant in the improvement or operations of the premises because of race, religion, ancestry, national origin, sex, sexual orientation, age, physical handicap, marital status or medical condition. VCC shall comply with the provisions of the Los Angeles Administrative Code, Section 10.8 through 10.13, to the extent applicable hereto. Affirmative Action and Equal Opportunity Employment requirements are attached herein as Exhibit C.

29. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, VCC undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of CITY'S boards, officers, agents, and employees from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to attorney's fees and cost of litigation, damage or liability of any nature whatsoever, that may arise out of or in connection with this Agreement or the use of the premises by VCC, its agents, employees or any other person using or attending any project or program on the premises.

30. INSURANCE

VCC, at its own cost and expense, shall, prior to any ^{use of the premises, obtain insurance and furnish} insurers acceptable to CITY and in a form acceptable to the Los Angeles City Attorney for the coverages and minimum limits of insurance summarized on Exhibit "B" attached to this Agreement which insurance shall be maintained by VCC for the premises at its sole cost and expense throughout the term of this Agreement and any extension thereof. ^{CITY will evidence of such insurance from WCB}

31. REPAIR OR REBUILDING OF DAMAGED PREMISES

VCC shall properly repair at its sole cost and expense any and all damage to the premises arising from its use of the premises, reasonable wear and tear excepted. Should the DEPARTMENT'S facilities be severely damaged or destroyed as the result of an uninsured hazard not arising from VCC's use, the DEPARTMENT shall make a reasonable effort to rebuild or repair the premises but the DEPARTMENT shall be under no obligation to do so. In the event that the DEPARTMENT is unable to repair or rebuild the facilities damaged or destroyed as the result of an uninsured hazard, this Agreement may be terminated by either party without liability to the other.

32. EXHIBITS

The following exhibits are attached hereto and are incorporated herein by reference and form a part of this Agreement.

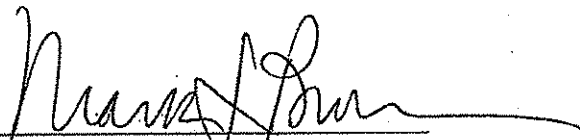
- A. Map of Pavilion within Warner Ranch Park.
- B. Indemnification and insurance requirements.
- C. Affirmative Action and Equal Opportunity Employment Requirements.

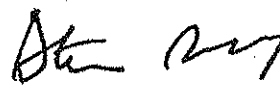
33. COMPLETE AGREEMENT

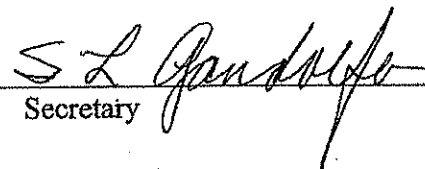
This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or understanding with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

THE CITY OF LOS ANGELES, A
MUNICIPAL CORPORATION, ACTING
BY AND THROUGH THE BOARD OF
RECREATION AND PARK
COMMISSIONERS

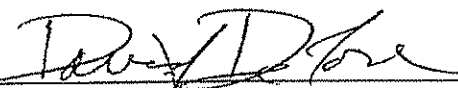
APPROVED AS TO FORM:
JAMES K. HAHN, City Attorney

BY 
Assistant City Attorney

BY 
President

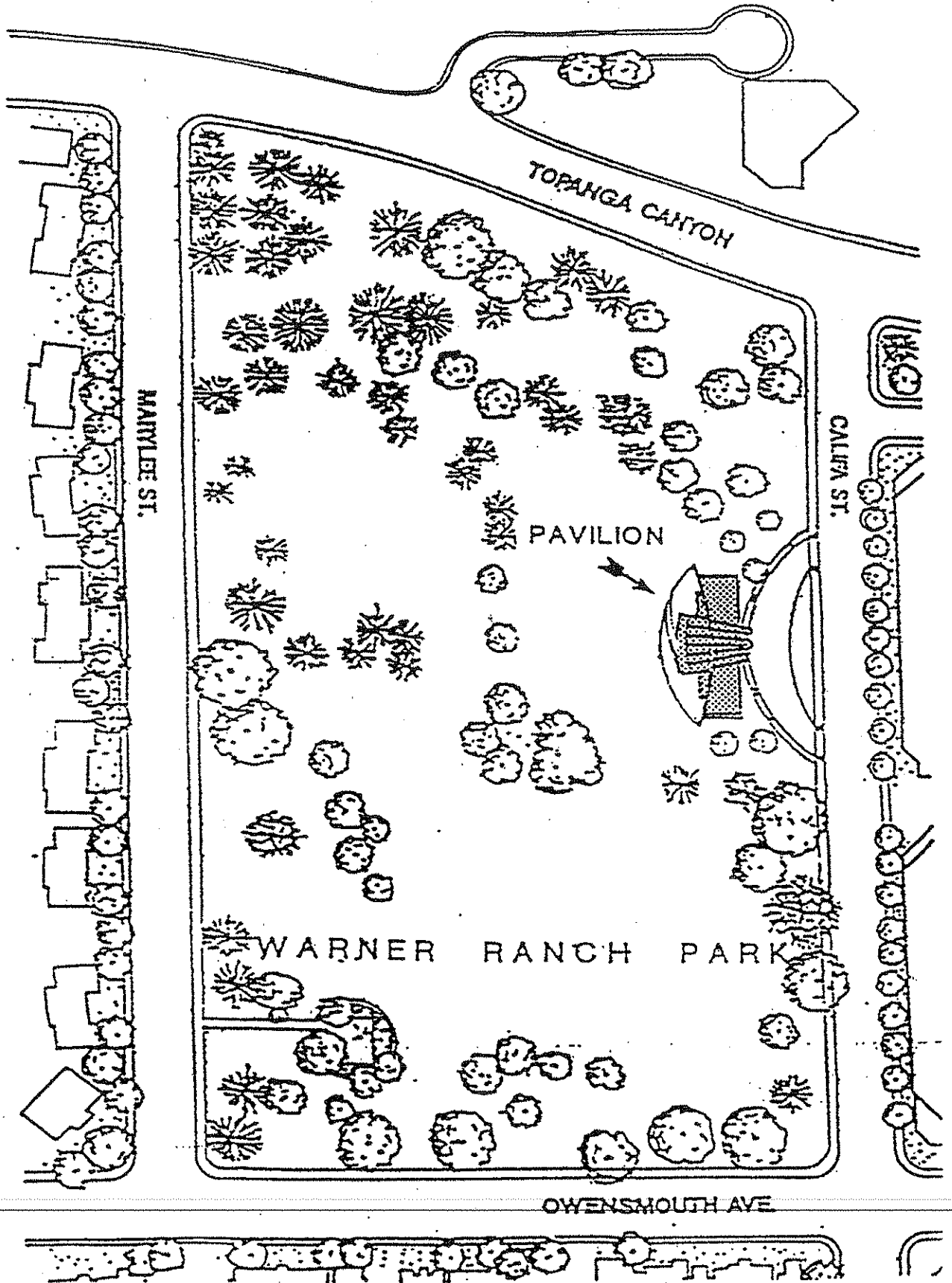
BY 
Secretary

VALLEY CULTURAL CENTER -
WARNER PARK CORPORATION

BY 
President

BY 
Secretary

WARNER RANCH PARK PAVILION



**AMENDMENT TO CONTRACT NO. 2908
BETWEEN
THE CITY OF LOS ANGELES
AND
VALLEY CULTURAL CENTER
TO PROVIDE CULTURAL EVENTS
AT THE WARNER RANCH PARK PAVILION**

THIS AMENDMENT TO CONTRACT NO. 2908 (hereinafter referred to as "AMENDMENT") is made and entered into this 22nd day of May, 2014, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and VALLEY CULTURAL CENTER, a California 501(c)(3) organization, (hereinafter referred to as "VCC").

WITNESSETH

WHEREAS, CITY has chosen to provide free cultural events for the public at the Warner Ranch Park Pavilion (hereinafter referred to as "PAVILION") through a private organization; and,

WHEREAS, CITY previously selected VCC to use the PAVILION to provide free cultural events for the public and VCC has operated in accordance with the terms and conditions of Contract No. 2908 (hereinafter referred to as "AGREEMENT") that was entered into on July 30, 1999, and encompassed all rights and duties of the parties; and,

WHEREAS, it is in CITY's best interest to continue and expand services with VCC, which has demonstrated its capability to successfully perform these services free of charge to the public; and,

WHEREAS, the principal purpose of CITY in executing this AMENDMENT is to continue to serve the public by providing free cultural events at a CITY owned facility at the sole expense of a private organization.

THEREFORE, the parties to the AGREEMENT hereby mutually agree to amend the AGREEMENT as follows:

1. SECTION 3. PROGRAMMING

The Section is deleted in its entirety and replaced with the following:

- A. VCC shall have exclusive use of the PAVILION on one day each weekend (Saturday or Sunday), between May 15 and September 30 of each year throughout the term of this AGREEMENT to present cultural musical performances free of charge to the public. No cultural musical performance shall extend beyond dusk.
- B. VCC shall have exclusive use of the PAVILION on one day each weekend (Saturday or Sunday), between May 15 and September 30 of each year throughout

the term of this AGREEMENT to present cultural film or stage presentations free of charge to the public. All cultural film and/or stage presentations shall comply with park hours of operation.

- C. VCC shall have exclusive use of the PAVILION for an annual Fourth of July presentation. Such presentation will be at the sole cost of VCC and VCC will obtain all necessary approvals, permits, and licenses.
- D. VCC shall submit a proposed performance program schedule (“PROGRAM SCHEDULE”) and an operational plan (“OPERATIONAL PLAN”) to the GENERAL MANAGER each year for review and consideration prior to the opening of the summer performance season. The PROGRAM SCHEDULE will include the specific dates of performances and hours necessary to operate. The OPERATIONAL PLAN will identify arrangements made by VCC for public parking, directional signage, litter control, sound amplification, food and/or merchandise sales, security, after performance clean up, and other related concerns which the GENERAL MANAGER may require of VCC.
- E. All VCC performances shall be presented free to the public (no admission or other charges) and at no cost to the CITY.
- F. VCC shall provide adequate off-site parking to accommodate the anticipated audience size at each performance.
- G. Any use of amplified sound shall conform to the CITY’s Noise Ordinance standards. VCC shall comply with all requirements and shall bear all costs required to achieve compliance.
- H. Permanent restroom facilities are contained in the PAVILION. VCC shall provide at its sole expense additional temporary portable restroom facilities which may be needed to accommodate the crowd size at the various performance and presentations. The placement of said additional temporary portable restroom facilities shall be subject to written GENERAL MANAGER approval.
- I. Use of the PAVILION or surrounding PREMISES by VCC for any purpose not directly involving the presentation of free outdoor performances or presentations or for the administration thereof is prohibited unless specifically authorized in writing by the GENERAL MANAGER.

2. SECTION 7. COMPENSATION FOR SUMMER SEASON USE

The Section is deleted in its entirety and replaced with the following:

- A. VCC shall pay DEPARTMENT an annual fee for Cost Recovery Reimbursement for the use of the PAVILION during the authorized programming period as stated in Section 3 of this AGREEMENT. Such payment shall commence with the 2014 Summer Season:

2014 Season:	\$	2,740.00
2015 Season:	\$	2,767.00
2016 Season:	\$	2,795.00
2017 Season:	\$	2,823.00
2018 Season:	\$	2,851.00
2019 Season:	\$	2,894.00
2020 Season:	\$	2,937.00
2021 Season:	\$	2,981.00
2022 Season:	\$	3,026.00
2023 Season:	\$	3,072.00
2024 Season:	\$	3,133.00
2025 Season:	\$	3,196.00
2026 Season:	\$	3,260.00
2027 Season:	\$	3,325.00
2028 Season:	\$	3,392.00

- B. Said fee shall be in the form of a company business check or money order, and drawn from any bank that is a member of the Los Angeles Clearing House Association. Said check or money order shall be made payable to “The City of Los Angeles” and is due no later than May 1st of each year prior to the start of the Summer Season, as stated in Section 3 of this AGREEMENT.
- C. VCC shall be responsible and liable to pay additional fees in accordance with Section 8 of this AGREEMENT should VCC desire to increase its volume or period of use of the PAVILION beyond that authorized in Section 3 of this AGREEMENT.
- D. VCC shall remit all payments to the Superintendent of Valley Operations at the following address:

Department of Recreation and Parks
Superintendent of Valley Operations (MS 641)
6335 Woodley Avenue
Van Nuys, CA 91406

3. SECTION 8. ADDITIONAL PERFORMANCE DAYS

The Section is deleted in its entirety and replaced with the following:

- A. Should VCC desire to increase its use of the PAVILION beyond the schedule set forth in Section 3 of this AGREEMENT, VCC shall make such request in writing to the GENERAL MANAGER for consideration.

Upon the written approval of the GENERAL MANAGER, VCC shall pay the following amount for each event:

2014 Season:	\$	250.00	per event / per day
2015 Season:	\$	252.50	per event / per day
2016 Season:	\$	255.03	per event / per day
2017 Season:	\$	257.58	per event / per day
2018 Season:	\$	260.15	per event / per day
2019 Season:	\$	264.05	per event / per day
2020 Season:	\$	268.01	per event / per day
2021 Season:	\$	272.03	per event / per day
2022 Season:	\$	276.11	per event / per day
2023 Season:	\$	280.26	per event / per day
2024 Season:	\$	285.86	per event / per day
2025 Season:	\$	291.58	per event / per day
2026 Season:	\$	297.41	per event / per day
2027 Season:	\$	303.36	per event / per day
2028 Season:	\$	309.43	per event / per day

- B. Said payment(s) for additional performances shall be due to the DEPARTMENT a minimum of seven (7) calendar days prior to the scheduled performance day. Said payment(s) shall be in the form described in Section 7(B) of this AGREEMENT. Said payment(s) shall be remitted to the Superintendent of Valley Operations at the address stated in Section 7(D) of this AGREEMENT.
- C. No additional benefits are granted, implied, or inferred, to VCC for the authorization to use PAVILION beyond the authorized use in Section 3 of this AGREEMENT and/or for the payment of the required fees.

4. SECTION 11. DONOR RECOGNITION

The Section is deleted in its entirety and replaced with the following:

- A. VCC may offer temporary recognition to individuals and/or organizations who contribute towards various non-structural and/or non-fixed improvements to the PAVILION facility (e.g., dressing room stations, improved sound amplification system, portable dance floor, etc.) or who contribute to the operating costs of the events.
- B. Such temporary recognition may be in the form of temporary banners or signage placed at the PAVILION facility solely during the summer season described in Section 3 of this AGREEMENT (May 15 through September 30).
- C. VCC shall obtain written GENERAL MANAGER approval prior to the placement of any form of temporary recognition.
- D. VCC shall obtain written GENERAL MANAGER approval prior to the placement of any form of long-term recognition to the PAVILION. All long-term recognition must conform to CITY and BOARD policies and requirements.

5. SECTION 33. COMPLETE AGREEMENT

The Section is deleted in its entirety and replaced with the following:

The terms and conditions of this AGREEMENT contain the entire AGREEMENT between the parties hereto and said AGREEMENT may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and VCC.

No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this AGREEMENT in any manner.

All other terms and conditions of the AGREEMENT shall remain unchanged.

(Signature Page to Follow)

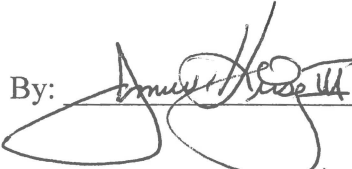
IN WITNESS WHEREOF, the parties have executed this AMENDMENT to Contract No. 2908 as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

VALLEY CULTURAL CENTER
A California 501(c)(3) Corporation

By: 

President

By: 


Title: CEO & PRESIDENT

Date: 5/21/14

Date: 5/14/14

By: 

Secretary

By: 

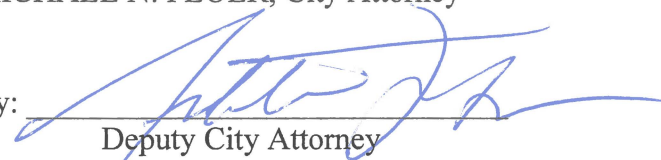
Title: Secretary

Date: 5/21/14

Date: 5/14/14

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: 

Deputy City Attorney

Date: 5/21/2014

BOARD OF RECREATION AND
PARK COMMISSIONERS

LYNN ALVAREZ
PRESIDENT

IRIS ZUÑIGA
VICE PRESIDENT

SYLVIA PATSOAURAS
MISTY M. SANFORD

LATONYA D. DEAN
COMMISSION EXECUTIVE ASSISTANT II

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
RECREATION AND PARKS

221 NORTH FIGUEROA STREET
15TH FLOOR, SUITE 1550
LOS ANGELES, CA 90012

TEL: (213) 202-2633

FAX: (213) 202-2614

MICHAEL A. SHULL
GENERAL MANAGER

RA

July 1, 2014

James W. Kinsey III, CEO/President
Valley Cultural Center – Warner Park Corporations
21550 Oxnard Street, Suite 470
Woodland Hills, CA 91367

WARNER RANCH PARK PAVILION – EXTENSION OF CONTRACT NO. 2908

Dear Mr. Kinsey:

On January 22, 2014, the Board of Recreation and Park Commissioners authorized me to exercise the option to extend Contract Number 2908 (Contract) upon the execution of the first amendment (Amendment) to revise the Contract (Board Report No. 14-011). On May 22, 2014, the Amendment to the Contract was executed between the Department of Recreation and Parks and Valley Cultural Center for summer cultural event programming at the Warner Ranch Park Pavilion. A copy of the executed Amendment is attached for your convenience.

In accordance with Section 2 of the Contract, the option to extend the Contract is hereby exercised for an additional fifteen (15) years. The term of the Contract is revised to terminate on **July 29, 2029**.

Should you have any questions or require additional information, please contact Robert Morales of the Partnership Division at (818) 243-6488.

Sincerely,


MICHAEL A. SHULL
General Manager

MAS:VI

Attachment

cc: Regina Adams, Executive Officer
Vicki Israel, Assistant General Manager
Kevin Regan, Assistant General Manager
Charles Singer, Superintendent of Valley Region Operations
Robert Morales, Senior Management Analyst
Joel Alvarez, Senior Management Analyst

