

**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 18th day of July, 2017, 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 26th 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 amend the Management Agreement to further revise the governance structure of the Commission to increase the voting membership of the Commission in order to achieve maximum efficiency 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 six (6) voting members, all serving in their individual capacity, as follows: two (2) members appointed by the Mayor of the City of Los Angeles subject to confirmation by the City Council of Los Angeles; two (2) members appointed by the Chairperson of the Board of Supervisors of the County of Los Angeles (the "Board of Supervisors") subject to confirmation by the Board of Supervisors; and two (2) members appointed by the Governor of the State of California. The City Council President, Chairperson of the Board of Supervisors, and Governor shall also appoint one (1) alternate each and each such alternate, acting in an individual capacity, shall have the authority to attend, participate in any meeting of the Commission and, when the regular member for whom the alternate serves is absent from said meeting, vote at said meeting. All members and alternate members of the Commission shall serve at the pleasure of the respective appointing authority. Notwithstanding the foregoing, the parties hereto agree that the University of Southern California (USC), as tenant of the Coliseum pursuant to the terms of the Lease and Agreement between USC and the Commission, shall have the right to present to the member agencies of the Commission at least three (3) persons for membership to the Commission. Each party to this agreement shall consider USC's recommendations in good faith, but shall not be obligated to appoint any such person to the Commission. In the event no party to this Management Agreement is willing to appoint to the Commission a person presented by USC, the Commission shall so notify USC in writing.

11. The presence of four (4) 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 bylaws not inconsistent herewith for the orderly transaction of its business. In the absence of any bylaws 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 four (4) 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.

///

///

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Management Agreement 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: *Mark Ridley-Thomas*
MARK RIDLEY-THOMAS
Chairman
Board of Supervisors

By: *Lachelle Smithman*
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: *Erik Ceard*
Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

(Signatures continue on following page)

15

JUL 18 2017


Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

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

CITY OF LOS ANGELES

By:  FEB 14 2018
Mayor

ATTEST: City Clerk

By: 
Deputy
2/15/18

APPROVED AS TO FORM:

MIKE FEUER, City Attorney

By: 
Assistant City Attorney



COUNTY OF LOS ANGELES

By: 
MARK RIDLEY-THOMAS
Chairman
Board of Supervisors

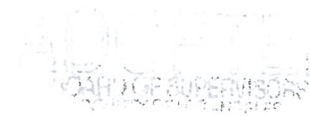
ATTEST: LORI GLASGOW
Executive Officer
Clerk of the Board of
Supervisors

By: 
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Deputy



(Signatures continue on following page)

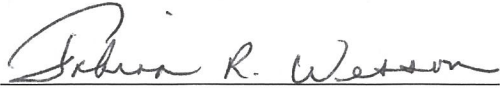
115

JUL 18 2017


LORI GLASGOW
EXECUTIVE OFFICER

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

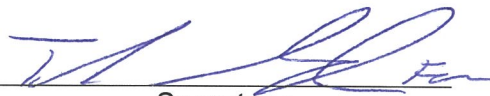
SIXTH DISTRICT AGRICULTURAL ASSOCIATION:

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