

AGREEMENT NO. _____

THIS AMENDED AND RESTATED MANAGEMENT AND OPERATING AGREEMENT (as it may be amended or otherwise modified from time to time, this "Agreement"), by and between the CITY OF PASADENA, hereinafter referred to as "City," and ROSE BOWL OPERATING COMPANY, a California nonprofit, public benefit corporation, hereinafter referred to as "RBOC" is made and entered into as of _____, 2024May 19, 1995.

WITNESSETH: RECITALS

_____ WHEREAS, in 1995, City desireds to secure the management, operation and maintenance of specific assets in order to optimize their revenue-gathering capacities while minimizing the net costs to City and avoiding City exposure to operating loss, and therefore entered into a Management and Operating Agreement (Agreement No. 15.703 and subsequent amendments thereto, the "1995 Operating Agreement") with the RBOC;

_____ WHEREAS, RBOC was created by Pasadena Municipal Code Section 2.175 and incorporated as a California Nonprofit Public Benefit Corporation on March 24, 1994;

_____ WHEREAS, the primary purpose of RBOC continues to be to return economic and civic value to the City of Pasadena by managing a world class stadium and a professional quality golf course complex in a residential open-space environment;

WHEREAS, RBOC ~~will continue is also~~ to have a role in the overall management of broad areas of the Arroyo Seco;

WHEREAS, RBOC ~~will continue is~~ to act as a liaison to the residents of Pasadena concerning the impact of the operation of the stadium on its surrounding environment and has the responsibility to interface, inform and seek feedback from the neighborhoods impacted by events held at the Rose Bowl;

WHEREAS, the City ~~continues to desires~~ a streamlined process for the management of the Rose Bowl Area and not another level of bureaucracy, and to unequivocally restate its commitment to preserve and reinvest in the historical Rose Bowl Stadium and Brookside Golf Courses through strong support of revenue generating activities and incorporation of the RBOC's Capital Improvements Program into its own;

WHEREAS, by this Agreement, the City and the RBOC intend to amend, restate, and supersede, in its entirety, the 1995 Operating Agreement;

WHEREAS, it is in the best interest of the City, the RBOC, and the public for the City and RBOC to enter into this Agreement; and

WHEREAS, City has found that ~~this~~ Agreement is consistent with City's ~~contractual and~~ legal obligations and with the requirements and exemptions of its Charter and Municipal Code.

NOW, THEREFORE, the parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATIONS . In the Agreement, unless a different meaning clearly appears from the context,

"Contract" shall means any contract, agreement, license, or instrument, debenture, bond, note, resolution or other writing which creates, modifies or destroys a legal relation.

"Contractor" shall means a party to any type of Contract with RBOC.

~~"Preexisting Contract" means any Contract in effect between City and any third party prior to the date of the Agreement.~~

~~"Shall" and "must" are mandatory.~~

"RBOC Area" consists of the following: the Rose Bowl and adjoining parking areas B, D, F, K, L and M and the Brookside Golf Course and Clubhouse. The RBOC Area includes all such land, and all park roads and all City owned structures thereon as shown on the site plan attached hereto and marked "Exhibit A." When needed for support of Rose Bowl eEvents based on anticipated attendance, City shall cooperate, if turf condition will support parking in the reasonable discretion of the ~~Director of Recreation and Parks~~ City Manager or his/her designee, and make available Areas H, I, J and the Brookside Park Softball Diamonds Numbers 2 and 3 in support of those events which shall then be considered a part of the RBOC Area for those eEvents. ~~Notwithstanding the prior sentence, Area H and Softball Diamonds Numbers 2 and 3 are reserved exclusively for flea market parking on the second Sunday of each month.~~

2.0 REPRESENTATION AND WARRANTIES OF RBOC. RBOC represents and warrants to City that:

2.1 RBOC is a California Nonprofit Public Benefit Corporation duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own property, and to execute and deliver Contracts, and to perform its obligations under the Agreement.

2.2 RBOC has received a ruling request from the Internal Revenue Service stating that the income of RBOC is excludible under Section 115(1) of the Internal Revenue Code of 1986, as amended, and that contributions to RBOC are deductible under Section 170 of the Code.

2.3 When executed and delivered by City, the Agreement will constitute the legal, valid and binding obligation of RBOC enforceable in accordance with its terms, except as the enforcement hereof and thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

2.4 The execution and delivery of the Agreement and compliance with the Agreement will not in any material respect conflict with, or constitute a breach of or default under any other agreement or document to which RBOC is subject or by which it or any of its property is bound.

2.5 There is no audit, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, including, without limitation, the Internal Revenue Service, the Franchise Tax Board, or the Attorney General of the State of California, pending or, to the best of the knowledge of RBOC, threatened against or affecting RBOC, (a) which would materially and adversely affect RBOC's

ability to perform in the manner contemplated by the Agreement, (b) which would adversely affect RBOC's status as an organization described in Section 115(1) of the Code, or (c) wherein an unfavorable decision, ruling or finding would materially and adversely affect RBOC or the validity or enforceability of the Agreement.

2.6 By official action of RBOC prior to or concurrently with the execution of the Agreement, RBOC has duly authorized and approved the execution and delivery of, and the performance by RBOC of the obligations on its part contained in the Agreement ~~and the consummation by it of all other transactions contemplated thereby and hereby~~, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

2.7 RBOC is not in breach of or in default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any Contract to which RBOC is a party or to which it or any of its property is otherwise subject, which breach or default would have a material and adverse impact on RBOC's ability to perform its obligations under the Agreement and no event has occurred and in continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument.

3.0 APPOINTMENT, GENERAL AUTHORITY AND STANDARDS OF RBOC.

3.1 Managing Agent. Subject to the terms of the Agreement and all applicable law, ~~City does hereby appoint~~ RBOC continues to act as the agent of City and to serve as Managing Agent of RBOC Area, ~~and RBOC does hereby accept the~~

~~foregoing appointment as agent of City and to serve as Managing Agent of RBOC Area.~~

~~It is the intent of the parties that~~ RBOC will continue to have the maximum authority permitted by law over the operation and day-to-day management of RBOC Area, and the allocation and expenditure of resources generated by activity within RBOC Area, subject to the limitations imposed by the Charter of the City of Pasadena, the Pasadena Municipal Code, applicable federal and state law, and the Agreement. City shall cooperate with and, to the maximum extent permitted by law, shall not impede or impair the ability of RBOC to soundly manage and operate RBOC Area; however, nothing in the Agreement shall be construed as an attempted delegation by City of any non-delegable duties or as a restriction on any legislative authority of City.

~~The City and RBOC may agree from time-to-time that the RBOC may be the Managing Agent for other City properties or facilities, as specified in a writing to that effect and without imposing on the RBOC the duties and obligations it has regarding the RBOC Area unless so specified in that writing.~~

3.2 All Contracts on Behalf of City. RBOC shall enter into all Contracts on behalf of City with respect to the operation of the RBOC Area. All such Contracts shall state that the rights and obligations of RBOC thereunder are assignable to the City of Pasadena by written notice from City to the contractor and RBOC and without need of further approval by RBOC or any party to said Contract.

3.3 General Authority of RBOC. Subject to the foregoing, the provisions of the Agreement and to limitations imposed under applicable City

ordinances and state law, from and after July 1, 1996 [REDACTED] 2024, RBOC shall continues to have the authority to:

3.3.1 Employ or contract for such workers, mechanics, laborers, clerks, legal counsel, consultants, accountants and other employees and contractors as are reasonably necessary or appropriate in the management and operation of the RBOC Area;

3.3.2 Procure such materials, services, public utility services, supplies and equipment as are reasonably necessary or appropriate in the management and operation of the RBOC Area;

3.3.3 At the RBOC's discretion, pProcure and maintain in force and effect, directly, or through contribution of a pro-rata share to be determined by the Chief Executive Officer and the City Manager (or his/her designee) to the City the City-
required insurance set forth in Section 4.0 below; and procure and maintain in force and
effect the RBOC-required insurance set forth in Section 4.0 below. , public liability,
property, earthquake, directors and officers, workers' compensation, riot and civil
commotion insurance and fidelity and surety bonds as required or as advisable, and
procure and maintain in full force and effect such other insurance and bonds as RBOC
may deem advisable. All insurance shall be in amounts and of the type acceptable to
the City and shall fulfill all requirements of that certain Facility Lease dated August 1,
1990 by and between the City and Pasadena Civic Improvement Corporation ("PCIC")
and sublease by and between PCIC and the City dated August 1, 1990 and any
additional financial leases on RBOC Area property;

3.3.4 Purchase or otherwise acquire, hold, own, sell, convey, exchange, option or otherwise dispose of personal and real property of every class and description, tangible and intangible and any estate or interest therein including but without limitation rights in service marks and trademarks, for any reasonable purpose consistent with the Agreement, provided however nothing herein shall (a) require the City to convey title to any property, real or personal or tangible or intangible, within the RBOC Area to RBOC, (b) constitute or require the transfer of an interest in any such property or (c) empower RBOC to sell, exchange or otherwise dispose of the same, except that the RBOC Board may, upon a finding of a valid public purpose, approve the sale, exchange or other disposal of personal property (excluding rights in service marks and trademarks) pursuant to the exception to Pasadena Municipal Code Chapter 4.04 (disposition of salvage and scrap property) granted by the City Council concurrent with approval of this Agreement;

3.3.5 License, use or permit the use of all or any part of the RBOC Area to any person, for events subject to the terms of the Agreement and to the requirement of all applicable laws and with the use of the RBOC Area as major public assembly facilities;

3.3.6 Grant concession privileges for the vending and sale of food and beverages, including alcoholic beverages, programs, cushions, souvenirs, novelties, retail merchandise and similar articles, or for the renting of any such articles, consistent with the purposes of the Agreement, and with the use of the RBOC Area as major public assembly facilities;

3.3.7 Take and omit such other actions, enter into such other Contracts, and engage in such other transactions, as are reasonably necessary or appropriate in connection with the management, operation, maintenance, improvement and administration of the RBOC Area, consistent with the purposes of the Agreement, the use of the RBOC Area, and the agency relationship between City and RBOC created hereby;

3.3.8 Grant and administer all existing and future types of licenses, use agreements, bookings, concession agreements, novelty agreements, advertising, and scoreboard agreements and other Contracts of City related to the RBOC Area, except as otherwise specifically provided herein.

3.3.9 Apply for and hold permits and licenses necessary or useful for operation of the RBOC Area or for any of its functions.

3.4 Limitations of the Authority of RBOC. Without limiting the generality of the foregoing, RBOC shall not have the authority to:

3.4.1 Delegate its authority under the Agreement;

3.4.2 Fix rates or otherwise legislate with respect to matters reserved to the City Council;

3.4.3 Use or approve the use of dedicated park land for other than ~~the purposes set forth in park or recreational purposes in violation of~~ Article XVI of the Charter of the City of Pasadena;

3.4.4 Sell, transfer or dispose of City ~~real~~ property ~~or RBOC property of any nature~~ without complying with the legal requirements for sale, transfer or

disposition of such property, provided, however, that no such sale, transfer or disposal of City real property shall occur without the express prior approval of the City;

3.4.5 Enter into any Contract for supplies, material, labor or other valuable consideration which does not comply with the requirements of the Charter of the City of Pasadena, the Pasadena Municipal Code and all other applicable laws, policies and rules and regulations, ~~or which is inconsistent with any Preexisting Contract in effect between City and any third party,~~ or which purports to encumber or expend City funds or resources not subject to the management or control of RBOC pursuant to the Agreement;

3.4.6 Enter into any type of license agreement, use agreement, bookings, concession agreements, novelty agreements, advertising, scoreboard agreements, or other Contract which does not comply with the requirements of the Charter of the City of Pasadena and the Pasadena Municipal Code and all other applicable laws, policies and rules and regulations or which purports to encumber or expend City funds or resources not subject to the management or control of RBOC pursuant to the Agreement;

~~3.4.7 Enter into any Contract inconsistent with the terms of any Preexisting Contract in force between City and any third party as of the date of the signing of the Agreement and of which City has provided notice pursuant to Section 5.6.~~

3.4.78 Amend or modify its articles of incorporation or corporate by-laws without the prior approval of the City Council.

3.4.89 Operate the RBOC Area, or any part thereof in any manner or for any purpose other than as set forth herein;

3.4.94 Abandon the RBOC Area, or any part thereof during the term of the Agreement or any part thereof;

3.4.104 Knowingly use or occupy or knowingly permit the RBOC Area, or any part thereof to be used or occupied for any unlawful or ultra-hazardous use.

3.4.112 Incur any indebtedness for any purpose which is secured by the revenues from activities within the RBOC Area or is secured in any fashion with property in the RBOC Area; provided, however, the foregoing shall not preclude indebtedness to the extent supported by the payments from the Rose Bowl and Golf Course Enterprise Revenue Funds or other revenues for goods or services and which is reflected in any budget approved by the City Council pursuant to Section 11 of the Agreement. Notwithstanding the foregoing sentence, the City retains sole authority to incur bonded indebtedness on behalf of the RBOC and the RBOC Area.

3.5 Limitation on the Actions of the City.

3.5.1 Limitations on Contracts. Except as otherwise provided in this Section 3.5.1, the City covenants, for itself, its officers, employees and agents, that, ~~from and after the date that~~ RBOC shall continue to receives Rose Bowl and Golf Course Enterprise Funds ~~to its own accounts as contemplated by Section 5.7.1. City, it~~ shall not, for the term of the Agreement and to the maximum extent permitted by law, enter into any Contract which affects or relates to the RBOC Area without the prior

written approval of RBOC. Notwithstanding the foregoing or the provisions of Section 3.5.2, the City reserves the right to refund ~~or refinance currently any~~ outstanding ~~debt, whether public or privately issued, Certificates of Participation evidencing lease payments payable by the City for use and occupancy of on behalf of~~ the Rose Bowl ~~Stadium or Brookside Golf Course~~ or other areas within the RBOC Area so long as the City assumes all additional financial burdens as a result of such refunding ~~or refinancing.~~

3.5.2 Limitations on Indebtedness. The City shall not incur any indebtedness based upon a pledge of revenue generated by activity or facilities in the RBOC Area without a resolution approving same by the RBOC.

3.5.3 Review of Legislation. City agrees and covenants that, for the term of the Agreement and to the maximum extent permitted by law, it shall not adopt any ordinance, order, study, plan, resolution or policy ordering or affecting the RBOC Area or activity therein or the Agreement under and until such ordinance, order, study, plan, resolution or policy ~~shall is~~ first ~~have been~~ submitted to RBOC for report and recommendation. RBOC shall report and recommend to the City Council upon any such matter within 40 days after the date of its submission. Upon request by RBOC, additional time for report and recommendation may be granted by the City Council. If RBOC does not report and recommend within the period provided in this Section, the City Council may thereafter proceed to act upon the matter without such report and recommendation. This Section shall not apply to any ordinance, study, plan, resolution or policy which applies in a similar manner to substantially all of the open space districts

or to substantially all of the dedicated parkland or to substantially all of the businesses within the City of Pasadena.

3.5.4 Limitation on Charges. City must not charge the RBOC any fees, costs or charges related to use, parking, or normal wear and tear of the RBOC Area. Any other fees, costs or charges levied on RBOC regarding the RBOC Area or services provided to the RBOC must not exceed the cost of providing the service.

4.0 Insurance and Indemnity. To the maximum extent permitted by law, City agrees to defend, hold harmless and indemnify RBOC, its directors, officers, representatives and employees, from all claims for damages against RBOC for personal injury (including death) and property damage in excess of any coverage limits of City or RBOC insurance policies. City agrees ~~and~~ to cause RBOC, its directors, officers, representatives and employees, to be included as an insured on policies of liability insurance as may be procured, from time to time, by City. However, City ~~may~~ shall not settle any claim against RBOC without the consent of RBOC, which consent shall not be unreasonably withheld. In defense of any matter against RBOC, City agrees to use counsel acceptable to RBOC and to retain counsel of RBOC's choosing should the interests of the City and RBOC conflict in the defense of any such matter. RBOC agrees to adopt practices and procedures which conform with City policy on reporting/investigating accidents, as stated in the City of Pasadena Personnel Practice and Procedure Manual. City agrees to process such claims in the manner in which claims against City are processed. RBOC will use forms of Contract, license and permit

reviewed by the Office of the City Attorney. RBOC's Contracts, license agreements and permits will, to the extent feasible, transfer risk to contractors, or Rose Bowl users, and require Rose Bowl users to provide insurance for events unless RBOC agrees to an exception.

City ~~may~~must insure City-owned facilities and property (including autos) in control of RBOC against risk of loss or damage (except if the RBOC chooses to do so pursuant to Section 3.3.3). City waives subrogation against RBOC for any insured loss or self-insured loss. City ~~will~~must seek endorsement of any policy not honoring this contractual waiver to include a waiver of subrogation, or ~~will~~must have RBOC named as an insured. RBOC agrees to reimburse City for Risk Management services (including insurance premium, self-insured loss, payment of deductibles) ~~as part of the annual "burden rate" negotiated with City's Finance Department.~~

RBOC shall purchase and maintain in effect a policy of workers' compensation insurance meeting State of California Labor Code requirements. RBOC ~~may~~must also purchase Directors and Officers' Liability Insurance (including employment practices liability), cyber liability and data breach, crime liability, and liquor liability. The requirements for any such insurance coverage may be modified by agreement between the City and RBOC. RBOC may use Risk Management services from City to purchase and maintain ~~the~~se ~~policy~~es on RBOC's behalf. If RBOC chooses to have City provide the Risk Management services, or any part thereof, RBOC will reimburse City for Risk Management services (including insurance premiums, payment of self-insured claims, claims/legal costs/expenses, and operations costs)

through City's annual accounting procedures ~~establishing a "burden rate" for such services negotiated with the City's Finance Department.~~

Unless otherwise agreed, the City shall be responsible for all self-insured retention and deductible amounts for all policies purchased by the City subject to the reimbursement process identified in this Agreement, and RBOC shall be responsible for all self-insured retention and deductible amounts for all policies purchased by RBOC.

~~5.0 TRANSITION PLAN.~~

~~5.1 Staffing. City and RBOC agree that it is essential to stabilize the operations and management within the RBOC Area during a transition period and to follow a policy of retaining existing staff and of minimizing displacement of personnel during this transition period. City agrees to maintain the level of City staffing set forth in Exhibit B from the date of the Agreement to and through June 30, 1996, which shall include, to the extent permissible under existing City policies and procedures, best efforts to maintain or otherwise preserve or support temporary or contract positions set forth in Exhibit B, and to consider all requests from RBOC for changes in titles of said positions and for changes in control rates and other benefits. City agrees not to replace the Interim General Manager before June 30, 1996 without the prior consent of RBOC except for cause. As of July 1, 1996, RBOC shall have in place its own personnel system and staffing structure or shall contract out for same with the City or other providers. City and RBOC shall work together in the interim to insure that all of the rights and benefits of City employees, including those created by any Memorandum of Understanding, union agreement, and any personnel policies and procedures, are met~~

~~in the transition and that there be no layoff of Rose Bowl staff to or through June 30, 1996 caused by the transition. City agrees to maintain as City employees, at its sole cost and expense, any individual City employees assigned to the Rose Bowl as of the date of signing of this Agreement who do not become employees or contractors of the RBOC after June 30, 1996. Any employee of the City who chooses not to become an employee of or an independent contractor for RBOC after the transition, or is not asked to do so, shall continue to be employed by the City; provided that neither the foregoing nor any other provision of the Agreement shall prevent the City, from and after such transition, from effecting employee attrition or other termination in the ordinary course and in accordance with all existing labor agreements and with applicable City personnel policies and procedures. Nothing in this section shall be construed as preventing the City or the RBOC from taking any disciplinary action against any of their respective employees in a manner consistent with applicable policies and procedures with the final decision, in all cases relating to City employees, resting solely and exclusively with the City. Further, nothing in this Agreement is intended to give RBOC any authority over any City employee, for purposes of discipline, promotion, or otherwise, and any such authority must be granted pursuant to a subsequent written agreement if at all.~~

~~5.2 Procurement. City agrees to undertake all procurement activity for RBOC from the date of the Agreement to and through June 30, 1996. As of July 1, 1996, RBOC shall have in place its own procurement system or shall contract out for same with City or in any other manner consistent with the Agreement.~~

~~5.3 Accounting. City agrees to maintain the financial books and records of RBOC from the date of the Agreement to and through June 30, 1996. As of July 1, 1996, RBOC shall have in place its own accounting systems or may contract out for same with the City or other providers. No transfer of assets from the books and records of the City shall be made without review and approval by the City Council. Nothing herein shall require or result in the City conveying any property, real or personal or tangible or intangible, in the RBOC Area to RBOC, it being the intent of the parties that RBOC act only as the agent of the City in all matters relating to RBOC Area property in accordance with the provisions of the Agreement except as otherwise explicitly agreed by the parties.~~

~~5.4 City Legislation. The parties intend to maximize the amount of control that RBOC shall have over the RBOC Area. To that end, RBOC shall bring forth, and City shall consider legislation designed to provide to RBOC the maximum amount of control allowable under the City Charter, under federal and state law and regulations, and consistent with City policy for City operations. The subject matter of said proposals shall include the following: (a) designating RBOC as the awarding authority for procurement and affirmative action matters, (b) designating RBOC as the awarding authority for event licenses, permits and the granting of other privileges, (c) designating RBOC as the authority for limited waiver of certain noise regulations and (d) designating RBOC as the authority for the approval of serving of alcohol in the RBOC Area. If City has not taken legislative action by June 30, 1996, to provide RBOC with sufficient control to manage the operation of RBOC, in the sole discretion of RBOC,~~

~~then RBOC may, by providing written notice to City no later than August 30, 1996, terminate the Agreement. This provision is not intended to cause City to take or to refrain from taking any specific legislative action nor is it intended to require the City to delegate away any legislative powers. All legislation adopted pursuant to this Section shall be incorporated hereat by this reference as if set forth in full and shall, as of its effective date of adoption, be a part of this Agreement.~~

~~————— 5.5 Outstanding Financing Obligations. ——— City agrees to continue to make timely payment of its financing obligations incurred for or with respect to any facilities or projects in the RBOC Area until such bonds are retired or until such alternative arrangements are made in accord with Section 5.7 of the Agreement. All such payments shall in the first instance be made from the Rose Bowl and Golf Course Enterprise Funds subject only to the payment of amounts for maintenance and operations which are approved expenditures pursuant to a budget submitted to and approved by the City pursuant to Section 11, and RBOC hereby agrees to provide such funds to the City to the extent that it is controlling the same.~~

~~————— 5.6 Preexisting Contracts.~~

~~————— 5.6.1 The Agreement Subject to Preexisting Contracts. RBOC understands and agrees that there are a number of Preexisting Contracts in force and effect between City and third parties which affect or relate to the RBOC Area, activity in the RBOC Area, parking in or related to the RBOC Area, or management of the RBOC Area. The Agreement does not, in and of itself, alter or affect the relationship between the City and third parties to Preexisting Contracts, and the City shall retain all rights and~~

~~duties under Preexisting Contracts except as they may be assigned to RBOC, consistent with the rights of the third parties thereto. On or before February 1, 1995, City shall provide RBOC with copies of any and all Preexisting Contracts between City and any third party which in any way pertain to or affect the RBOC Area. RBOC understands and agrees that its rights under the Agreement are subject to and limited by all such Preexisting Contracts and that it shall not enter into any Contract which is inconsistent with any term or condition thereof.~~

~~_____ 5.6.2 Allocation of Duties. No later than December 31, 1995, City and RBOC shall develop a schedule of Preexisting Contracts as specified herein. Said schedule shall be adopted by formal resolution of City and of RBOC and shall be appended to the Agreement as Exhibit C. The schedule shall specify the following: City Contract number, contracting parties, term of Contract, a statement of the subject matter, and a designation of which parts, if any, of any of said Preexisting Contracts are to be assigned to RBOC and which parts, if any, of any of said Preexisting Contracts are to remain with the City. If RBOC and City are unable to adopt a resolution approving Exhibit C by January 1, 1996, then RBOC may terminate the Agreement by providing written notice to City no later than March 1, 1996.~~

~~_____ 5.6.3 Obligations Under Preexisting Contracts. City and RBOC shall work together cooperatively to insure that all of the City's obligations to third parties to Preexisting Contracts are met during and after the transition from City management of the RBOC Area to RBOC management of the RBOC Area.~~

~~_____ 5.7 Funds.~~

~~5.7.1 Date of Receipt of Rose Bowl Funds. City shall continue to receive and to disburse moneys for the Rose Bowl and Golf Course Enterprise Funds to and through June 30, 1996. From and after the time that the City is satisfied that (a) the financial and accounting records of RBOC are satisfactory so as to permit RBOC to account for (and to permit the City to appropriately track) revenues and expenses from RBOC Area operations, and (b) RBOC has in place adequate internal controls for the proper accounting for receipts and expenditures and for the safeguarding of funds and for the prudent investment of funds, but not earlier than July 1, 1996, RBOC shall receive the proceeds of the Rose Bowl and Golf Course Enterprise Funds to its own accounts. RBOC shall provide to the City its proposed accounting methods, forms and records and internal controls not later than July 1, 1996. In the event that the City is not satisfied with the financial and accounting records or internal controls of RBOC, and RBOC is unwilling or unable to make all of the changes requested by the City, then this Agreement shall terminate and be of no further force or effect.~~

~~5.7.2 Cost Allocation. From July 1, 1996 and for the duration of the Agreement, City shall bill RBOC, and RBOC shall timely pay to City amounts and on a schedule to be agreed upon by the parties no later than January 1, 1996. Said schedule shall be adopted by formal resolution of City and RBOC and shall be appended to the Agreement as Exhibit D. Such amounts shall be for abatement of City costs and expenses directly related to the operation of the RBOC Area, retiring bond and financing lease obligations incurred for or with respect to any facilities or projects in the RBOC Area, cost allocation for maintenance, facility improvement, normal and~~

~~extraordinary capital repairs, replacement and improvements, for maintaining areas outside the RBOC Area, and for RBOC's reserve fund. Exhibit D shall also include the percentage of net revenues, if any, to be retained by RBOC, after payment of all maintenance, operation, capital improvements, capital repairs and replacement or reserve fund payments, other necessary or appropriate costs and the percentage if any, to be transferred to the City or, in the event of an unfunded deficit, the amount to be transferred to RBOC by the City. Prior to preparation of Exhibit D, RBOC shall arrange for an independent fiscal audit of the accounts of the Rose Bowl and its related enterprise funds. RBOC shall hold public meetings on the draft Exhibit D and shall use its best efforts to present Exhibit D to the City Council by July 1, 1995. If RBOC and City are unable to adopt a resolution approving Exhibit D by January 1, 1996, then either RBOC or City may terminate the Agreement by sending written notice to the other party no later than March 1, 1996.~~

5.0 EVENT COORDINATION AND NEIGHBORHOOD RELATIONS.

5.18 Ongoing Recreational Activity and Other Activity in the Arroyo Seco Area. RBOC shall meet and confer with the Director of the City Department of Recreation and Parks as needed to coordinate and develop a process for permitting, managing and administering ongoing recreational activity to maximize recreational activity consistent with the character of the RBOC Area and with other recreational activity. During events approved pursuant to the Arroyo Seco Ordinance which displace recreational activities and accessibility to Arroyo Seco facilities, City shall accommodate the needs of RBOC for staging its events. City shall not stage events which displace

recreational activities or accessibility to Arroyo Seco facilities without the prior consent of RBOC.

5.29 Neighborhood Relations. RBOC agrees, consistent with its current practices, to develop for City Council approval no later than July 1, 1996, a mechanism to use best and reasonable efforts to offset the burden to the neighborhoods impacted by events at the Rose Bowl which might not otherwise be fully mitigated by the measures prescribed in the Arroyo Seco Ordinance.

6.0 USES, LICENSES, BOOKINGS AND COMMITMENTS; NOTICES OF EVENTS.

6.1 Authority Subject to Pasadena Municipal Code.

RBOC may enter into Contracts on behalf of City for activity within the RBOC Area, including but not limited to use agreements, licenses, bookings and commitment provided that all such Contracts shall conform to the standards and requirements set forth in Chapters 3.32 and, 4.08 and 4.09 of the Pasadena Municipal Code and any successor provisions as well as with all other applicable provisions of law and the Agreement.

6.2 Ticket Policy. Tickets received by the RBOC for events shall be distributed according to a the ticket policy to be adopted by the RBOC. The City is hereby granted a license for the use of seating one (1) suite in the Terry Donahue Pavilion press box area of the Rose Bowl for the UCLA football season to be used by the City for economic or business development purposes. one (1) for suite number 326 on the identical terms and conditions and at the same cost provided to other licensees. A copy of same currently in effect is attached hereto as Exhibit E. Included within this

~~license are all event tickets customarily provided to suite licensees.~~ In addition, the RBOC shall use its best efforts to secure an allocation of ~~six-two premium~~ tickets for every Rose Bowl stadium event for each member of the City Council ~~and four bowl seating tickets to UCLA football games, at face value, and in prime seating locations.~~

The City ~~shall have~~ no other right or entitlement to event tickets except that, on no less frequently than an annual basis, the City Manager and the General Manager ~~shall may~~ meet to discuss the needs of the City and the RBOC, their respective officers and staff for tickets and to set a reasonable allocation to meet said need, so that all additional allocations of tickets by the RBOC ~~comply with the RBOC's shall be on the basis of an~~ adopted policy which recognizes that tickets are a public resource and are to be managed for the public benefit in a fashion which is equitable and which enhances, rather than detracts from, the reputation of the RBOC. ~~City and RBOC shall be required to pay actual cost for all tickets made available.~~

6.3 Limitations Imposed by Bonded Indebtedness ~~or Financing Leases.~~

RBOC understands and agrees that there currently are outstanding one or more ~~financing leasesbonds~~ relating to the Rose Bowl and improvements to the Rose Bowl, and it is possible that, in the future, ~~refunding leases or~~ new and additional ~~bonds or other financing instruments financing leases~~ covering the Rose Bowl or other RBOC Area properties may be entered into by the City with the consent of RBOC. RBOC agrees that the Agreement is subject to all ~~of the~~ provisions of all such ~~existing leasesfinancing instruments~~ and that the City shall continue to have access to RBOC property to the extent necessary to perform its obligations under any of such ~~leases~~

financing instruments and nothing in this Agreement ~~shall is be~~ inconsistent with the foregoing.

6.4 Access to facilities. The RBOC recognizes that the City requires reasonable access to the facilities in the RBOC Area, including, but not limited to, the Rose Bowl Stadium to carry out the oversight under this Agreement as well as other non-delegable duties. ~~RBOC shall permit the City such reasonable access under the terms and according to a schedule which will be adopted by resolution of the parties and then attached hereto as Exhibit G. Other than as specified in Exhibit G.~~ Notwithstanding the foregoing sentence, no one associated with the City in any capacity shall have access to the facilities without prior approval of the RBOC Chief Executive Officer (or his/her designee) unless he or she holds a ticket to an event or is a part of the RBOC's approved staff or volunteer force or work force.

Employees of the City and third parties designated by the City and approved by the RBOC, or its designee, shall be allowed access to the facilities for emergency and operational purposes.

7.0 STANDARDS OF PERFORMANCE.

7.1 Applicable Standard. The Applicable Standard shall mean that RBOC shall operate, and shall cause RBOC's subcontractors, concessionaires, vendors, licensees, users and others using the RBOC Area are as follows: for sporting events, to operate and use the Rose Bowl Stadium at a standard of performance and operation equal to or exceeding those of comparable major venuesarenas at which professional or collegiate football games are played; for other spectator events to operate and use

the facilities at a standard of performance and operation equal to or exceeding those of comparable major facilities and suitable for televising and broadcasting; for other events to operate and use the facilities at a standard of performance and operation equal to or exceeding those of comparable major facilities; for golf courses and related facilities to operate and use the facilities at a standard of performance and operation of the highest quality and comparable to other similar publicly owned golf courses operations ~~in southern California such as Marshall Canyon Country Club, located in La Verne, California, DeBell Municipal Golf Course, located in Burbank, California, and El Dorado Park Municipal Golf Course and Recreation Park Golf Course, located in Long Beach, California.~~

The purpose of the Agreement with respect to the Applicable Standard for bookings, performance or exhibition content, and City policies and guidelines which may be established pursuant to Section 8.2 hereof with respect to interior advertising, facility appearance and service to patrons and visitors, is to establish and require performance by all personnel operating in the RBOC Area which meets the Applicable Standard. RBOC shall require by Contract that all contractors operating in the RBOC Area under RBOC operate to the Applicable Standard, and shall enforce such requirement against all contractors.

7.2 General Performance Standards.

7.2.1 Enforcement of Applicable Standard. RBOC shall require by Contract that all contractors operating in the RBOC Area under RBOC operate to the Applicable Standard, and shall enforce such requirement against all contractors.

7.2.2 Maintenance Standard. RBOC shall maintain and preserve the RBOC Area, and any improvements thereto ~~and any other areas not a part of the RBOC Area which are specified in Exhibit D,~~ in accordance with maintenance standards equal to or exceeding the Applicable Standard. RBOC's responsibilities and duties with respect to the parking facilities ~~shall are be~~ general maintenance including, but not limited to, care of the surface, resurfacing (including adding oil or aggregate on top of the asphalt), striping and signage (but excluding resurfacing necessitated by subsidence) and day to day sweeping of and litter removal from the parking facilities. City ~~is shall be~~ responsible for regular street sweeping within the RBOC Area; however, the RBOC may sweep, at the City's expense, all streets in the RBOC Area and all streets that provide major ingress and egress to the RBOC Area if the City does not sweep them on a regular basis or sufficiently to keep them free of debris and litter. RBOC ~~is shall be~~ responsible for performing and paying for the cost and expense of trash removal and sweeping public walkways and sidewalks within the RBOC Area to the extent RBOC and City reasonably determine that extraordinary debris results from patrons of the RBOC Area. RBOC shall maintain all furnishings, fixtures and equipment in the RBOC Area to the Applicable Standard, but in any event not less than maintenance standards and requirements set forth in applicable manuals and specifications provided by equipment manufacturers and suppliers. RBOC shall maintain the RBOC Area and landscaping thereof to the Applicable Standard. RBOC shall maintain all rose gardens in the RBOC Area to the Applicable Standard.

7.2.3 Contemporary Community Standards. RBOC shall comply with the Applicable Standard in advertising, and promoting events at the RBOC Area and in all other aspects of its management and operation pursuant to the Agreement. RBOC agrees that events booked at the RBOC Area will be of a quality that comparable managers would be willing to book at other arenas meeting the Applicable Standard. Although RBOC may not grant or deny any concession, license, access or any other benefit or Contract based upon the subject matter or content of an event or upon any other impermissible classification, RBOC is not required to grant any concession, license, access or any other benefit or Contract for activity, speech or conduct which violates contemporary community standards or is otherwise prohibited by law.

7.2.4 Alcohol. RBOC ~~shall~~ hasve the right to dispense and permit consumption of alcohol, and to advertise alcohol and other products, and to present entertainment and permit dancing. However, said rights may be further restricted by City without any compensation to RBOC, provided that City does so by way of an ordinance or resolution adopted by the City Council that is generally applicable to all open space districts or to all dedicated parkland or to all businesses operating within the City. RBOC may impose more stringent restrictions if it deems advisable.

City and RBOC agree to meet and confer from time to time for purposes of developing and maintaining effective alcohol management, noise and crowd control programs for the RBOC Area, and RBOC agrees to cooperate with City in citywide efforts designed to address the problems of alcohol abuse.

7.3 Specific Performance Obligations.

7.3.1 Punctual Payment. RBOC shall duly and punctually pay or cause to be paid its obligations, as provided in writing, to the City hereunder, if any, in strict conformity herewith. Conversely, City shall duly and punctually pay or cause to be paid its obligations, as provided in writing, to the RBOC hereunder, if any, in strict conformity herewith.

7.3.2 Discharge Claims. RBOC shall timely discharge or provide for the discharge of all claims which it has authorized or incurred for labor, materials and supplies furnished for or in connection with the RBOC Area.

7.3.3 Non-discrimination in Access. RBOC shall operate and manage the RBOC Area without discrimination as to race, religious creed, color, national origin, ancestry, handicap, sex, age or any other impermissible classification.

7.3.4 Accessibility.

7.3.4.1 General Standards. RBOC shall maintain the accessibility features of the RBOC Area, of the Rose Bowl, and equipment on site that promotes equal opportunity for participation by individuals with disabilities, and shall continue to develop and implement procedures for providing an equal opportunity for individuals with disabilities to participate in or benefit from the use of Rose Bowl services and programs in accord with federal and state law.

RBOC shall insure that its employees, contractors and licensees are aware of accessibility features and are prepared to provide assistance as required by individuals with disabilities during Rose Bowl events.

In its overall effort to market Rose Bowl events to the public, RBOC shall include information and require licensees to include information about the accessibility of the event, and provide a telephone number where the public may call for information about accessibility and to request those accommodations for which preparation may be necessary by RBOC.

~~7.3.4.2 Press Box Accessibility. RBOC has been informed that City is subject to the terms of a stipulated judgment relating to the accessibility features of the Rose Bowl Press Box arising from a case entitled Kilgour, et al. v. City of Pasadena, et al., USDC Case No. CV-92-5545, and RBOC agrees to abide by the terms of said judgment.~~ RBOC agrees that it shall not, on the basis of disability, deny any qualified individual with a disability the opportunity to participate in or benefit from any aid, benefit or service provided by RBOC under the Agreement.

~~To the extent that the Agreement provides RBOC with access to or control over the Press Box portion of the Rose Bowl, RBOC agrees that guests or patrons with disabilities (other than members of the media) who are invited to sit as spectators on level 2 of the Press Box (the designated media level) by RBOC shall be given top priority for use of accessible seating in the center portion of level 2, and RBOC will use its best efforts to allow such persons with disabilities to be seated with their party or group. Media persons with disabilities, including camera persons with appropriate media credentials, shall also be accommodated in the center portion of level 2.~~

~~RBOC agrees to maintain all accessibility features of the Rose Bowl Press Box including, but without limitation, wheelchair lifts on both wings of the Club Suite level, working counters at a height appropriate for individuals in wheelchairs for, at a minimum, the entire area between the forty yard lines on the designated media level, compliance of all water fountains and other amenities with the building code requirements with regard to accessibility for persons with mobility disabilities.~~

~~RBOC further agrees that the roof level of the Press Box, containing a security and operations booth, shall be used primarily as an observation and command gallery for security personnel.~~

7.3.4.23 Accessibility Provisions Binding Upon Users.

RBOC shall insure that ~~the provisions of Section 7.3.4 are contained in~~ all agreements and Contracts for use of the ~~Rose Bowl~~RBOC Area contain requirements regarding accessibility consistent with all applicable local, state or federal laws.

7.3.5 Enforce Rules. RBOC shall enforce the rules and regulations which shall be established governing the use and operation of RBOC Area as provided in the Agreement.

7.3.6 Governmental Regulations. RBOC shall duly observe, conform to and comply with all valid requirements of any governmental authority relative to the RBOC Area or any part thereof and shall require all persons using the RBOC Area or attending events therein to conform to and comply with such requirements.

7.3.7 Operation. RBOC shall operate and manage the RBOC Area in an efficient and economical manner, and City and RBOC shall cooperate to that end.

7.3.8 Historic Structure and Capital Improvements. RBOC shall undertake all restoration, renovation and new construction in a manner that does not jeopardize the status of the Rose Bowl as a National Historic Landmark. RBOC shall not undertake any capital improvements within the RBOC Area except for approved expenditures pursuant to a budget submitted to and approved by the City pursuant to Section 11.

~~7.3.9 Joint Meeting. Not less than annually, during the first or second month of the calendar year, RBOC and City shall schedule a joint meeting. During this meeting, the following items will be reviewed:~~

~~(a) Annual Goals and Objectives Statement with specific measurable indicators.~~

~~(b) Annual Report which documents statements of revenue and expenses and details utilization by type of function.~~

~~(c) Annual marketing plans for the RBOC Area which reflect the specific performance goals and objectives of the operation. Other items of discussion will include Economic Impact Report and items of special interest.~~

7.3.940 Reporting to the City. To maintain adequate oversight of the RBOC by the City, the RBOC shall:

(a) present information during the annual operating budget review, ~~regarding anticipated adjustments including~~ salary and benefit line-items of RBOC employees;

(b) report to the City Council through the General Manager and/or Board Chair on a quarterly basis; and

(c) submit ~~monthly quarterly program updates~~ ~~financial information~~ to the City's Finance Director to be included in the Quarterly Financial Monitoring Report submitted to the City Council Finance Committee.

8.0 CONTROLS TO BE EXERCISED BY THE CITY. In addition to those required by federal, state or local laws, the following controls shall be exercised by City:

8.1 Charges. RBOC shall recommend a schedule of ~~maximum and~~ minimum fees, price, use or other charges, including cost reimbursement, to be charged persons and organizations for activity within the RBOC Area including any special or discounted rates for City or not-for-profit sponsored events. Such schedule, and subsequent changes thereto, shall be filed with City for its approval by resolution as required by Chapter 3.32 of the Pasadena Municipal Code or any successor provisions. Use charges shall be within the limits of said schedule as approved by City, unless, at the discretion of RBOC exercised in a manner consistent with said Chapter, a discounting of said schedule offers a significant marketing advantage in booking an event which is likely to produce positive economic impact.

8.2 Policies and Procedures. RBOC shall ~~establish-maintain~~ a series of reasonable operating policies and procedures which individually will govern various

aspects of the operation such as administrative functions, advertising, sales policies, maintenance and repair and reasonable time, place and manner standards on activity to protect the public health, safety and welfare and to resolve conflicting demands for the use of space.

8.3 City Approval Defined. Wherever in the Agreement the approval of City is required, RBOC shall file the appropriate material with the City Clerk for transmittal to the City Council as an agenda item of regular business, with notice of any action proposed to be taken in connection therewith and the requested deadline for any such actions. The City agrees to consider the submitted material as soon as reasonably practicable and to take whatever legislative action is necessary to reflect its decision.

9.0 TERM OF AGREEMENT. Subject to other provisions for termination contained elsewhere in the Agreement, the term of the Agreement shall continue unless and until terminated by the City Council pursuant to Section 24 below~~be for a period of twenty five (25) years, commencing as of the date of this Agreement and ending July 1, 2020.~~

10.0 RECORDS AND ACCOUNTS. RBOC shall keep a set of double entry books of records and accounts conforming to generally accepted accounting principles in which complete and correct entries shall be made of all transactions relating to activity within the RBOC Area and which shall include documentation necessary to support all entries in said books. The RBOC must maintain its own accounting systems.

or contract for such service with the City or other providers in the RBOC's sole discretion.

11.0 BUDGET, YEARLY PAYMENTS, CAPITAL IMPROVEMENTS, TAXES.

11.1 Budget and Accounting. Annually, and concurrently with the preparation of City's budget, RBOC shall prepare and submit to City for City's approval an estimate of receipts and budget of proposed expenditures during the ensuing fiscal year.

At least annually, at the end of the fiscal year, RBOC shall ~~provide~~make a financial statement to City in accordance with Generally Accepted Accounting Principles and ~~shall pay to City the portion of net revenue, if any, from the operation and use of the RBOC Area remaining after the payment of expenses and costs, if any, for maintenance, operation or management, and any other expenses. It is expected that remaining revenues will be set aside for, and after providing~~ maintenance, operation, bond and capital improvement reserves ~~as set forth in Exhibit D.~~ The RBOC agrees to pay to the City \$75,000 annually for services of the City Attorney's Office.

11.2 Capital Improvements. RBOC shall ~~also~~ submit, in accordance with the City's budget calendar, an annual update of ~~the a five-year~~ five-year Capital Improvements Program for the RBOC Area which follows the format used in the City's C.I.P. document. The City shall also include the RBOC's total unfunded C.I.P. in the City's overall unfunded C.I.P. (currently listed with Public Works) list that is reviewed annually by the City Council.

11.2 City Payment of Taxes. It is recognized RBOC is undertaking the Agreement and the duties hereunder and that all calculations have been made upon the assumption that no taxes will be payable by RBOC. In accordance with this assumption, City agrees to pay for and on behalf of RBOC all state, local and federal taxes for which RBOC shall become liable. If requested by City, RBOC will cooperate in any lawful means of resisting or contesting such taxes for which RBOC shall become liable. If requested by City, RBOC will cooperate in any lawful means of resisting or contesting such taxes which City is agreeing to pay hereunder or of recovering the same after payment thereof by City. As used above, "local taxes" ~~shall means~~ taxes and assessments of every kind and nature, excepting local business license fees, if any, levied and collected by the City of Pasadena or the County of Los Angeles or by an authority, district or other local agency; "state taxes" ~~shall means~~ taxes and assessments of every kind and nature, if any, levied and/or collected by the State of California or any department or agency thereof, excepting state sales tax; "federal taxes" ~~shall means~~ taxes and assessments of every kind and nature, if any, levied and/or collected by the United States of America or any department or agency thereof.

12.0 FINANCIAL AND CONFLICT OF INTEREST. No officer, director, or employee of RBOC shall have any financial interest in any Contract made by RBOC which is prohibited by law. Said prohibition shall not prevent any officer, director or employee of RBOC from serving as an officer, director or employee of any nonprofit corporation or association entering into a Contract with RBOC. However, at no time

shall more than one-half of the members of the Board of Directors of RBOC be officers, directors or employees of any such nonprofit corporations or associations. RBOC directors, officers and employees shall comply with all of the requirements of the law which controls conflicts of interest of public officials through disclosure of financial interests and prohibition of participation in the making of decisions in which an official knows or has reason to know he or she has a financial interest. No member of the RBOC Board of Directors can serve on the Board of the Rose Bowl Legacy Connections Foundation.

13.0 THE PUBLIC'S RIGHT TO INFORMATION. RBOC shall comply with the open meeting requirements of the Ralph M. Brown Act, California Government Code Section 54950, et seq. and the Public Records Act, California Government Code Section 6250, et seq. and all successor statutes and provisions.

14.0 ASSIGNMENT. RBOC shall not assign the Agreement, or any part thereof, without prior written consent of the City Council.

15.0 SPECIAL COVENANTS OF PASADENA CONTRACTORS.

15.1 ~~Affirmative Action; Fair Equal~~ Employment Practices.

15.1.1 RBOC shall comply fully with City's Affirmative Action in Contracting Ordinance (Pasadena Municipal Code Section 4.08.035 (Equal employment opportunity-Non-Discrimination Certificate), Chapter 4.09), as amended from time to time, and the rules and regulations promulgated thereunder, and to this end:

15.1.2 RBOC certifies and represents that, during the performance of the Agreement, RBOC and any other parties with whom it may contract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, ~~disability~~handicap, ~~sex~~-or age, medical condition or marital status. RBOC further certifies that it will not maintain any segregated facilities.

15.1.3 RBOC shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of RBOC state that RBOC is an "Equal Opportunity—~~Affirmative Action~~ Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, ~~handicap~~disability, ~~sex~~-or age, medical condition or marital status.

15.1.4 RBOC shall, if requested to do so by City, certify that it has not, in the performance of the Agreement, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status~~membership in a protected class~~.

Commented [CL1]: Comment made by Councilmember Lyon at EdTech, for further discussion.

15.1.5 If requested to do so by City ~~through its awarding authority or its Director of Affirmative Action~~, RBOC shall provide City with access to and copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

~~15.1.6 RBOC shall recruit vigorously and encourage businesses owned and controlled by persons who are members of protected classes to bid subcontracts.~~

15.1.~~67~~ RBOC agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Contract and which are performed within the City of Pasadena.

15.1.~~78~~ Nothing contained in the Agreement ~~shall can~~ be construed in any manner so as to require or permit any act which is prohibited by law.

15.1.~~89~~ RBOC shall include provisions 15.1.1 - 15.1.~~78~~, inclusive, of the Agreement in each of its Contracts, except that the RBOC may agree to modify Section 15.1.6, relating to local preference, where it is in conflict with federal or state laws or regulations.

15.2 Maintenance and Inspection of Records. City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of RBOC's records to the extent City deems necessary to insure it is receiving all money to which it is entitled under the Agreement and/or is paying only the amounts to which RBOC is properly entitled under the Agreement or for other purposes relating to the Agreement.

RBOC shall maintain and preserve all such records for a period of at least 3 years after ~~termination of the Agreement~~conclusion of each yearly RBOC financial statement audit.

RBOC shall maintain all such records in the City of Pasadena. If not, RBOC shall, upon request, promptly deliver the records to the City of Pasadena or reimburse City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

15.3 Conflict. RBOC hereby represents, warrants and certifies that no member, officer or employee of RBOC is a director, officer or employee of the City of Pasadena, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

16.0 REMEDIES. Upon the occurrence of an Event of Default, the City's obligations under the Agreement shall terminate. Upon the occurrence of an Event of Default, City ~~shall have~~ the right (whether or not any receivership or other proceedings ~~shall~~ have been commenced or completed) to take possession of the RBOC Area. Effective upon the occurrence of an Event of Default, RBOC hereby assigns to City all of RBOC's rights, title and interests in and to all Contracts, permits, payment or performance bonds, material and labor bonds, rights, obligations and insurance policies relating to the RBOC Area; provided, however, that this assignment shall not impose upon City any of RBOC's obligations under such Contracts, permits, bonds, or policies, which do not conform in every respect to the requirements of the Agreement.

17.0 GOVERNING LAW. The Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), ~~shall are be~~ governed by and construed according to the laws of the State of California.

18.0 SEVERABILITY. Any provision of the Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or effecting the validity or enforceability of such provision in any other jurisdiction.

19.0 DUPLICATE ORIGINALS. There shall be two (2) fully signed copies of the Agreement, each of which ~~shall is be deemed~~ an original.

20.0 HEADINGS. Section and other headings in the Agreement are for convenience of reference only and shall not constitute a part of the Agreement for any other Purpose.

21.0 NOTICES. All notices, certificates, requisitions or other communications in connection with the Agreement shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in the United States mail, first class, postage prepaid, to City or the Association, as the case may be, at the following addresses:

If to City:

City of Pasadena
100 North Garfield Avenue
Pasadena, California 91109
Attention: City Manager

If to RBOC:

Rose Bowl Operating Company
Rose Bowl

1001 Rose Bowl Drive
Pasadena, California 91103
Attention: General Manager

22.0 SUCCESSORS AND ASSIGNS. The Agreement is a continuing obligation and ~~shall is~~be binding upon City and RBOC and their respective successors, transferees, and assigns, and ~~shall inure~~s to the benefit of and be enforceable by City and RBOC and their respective successors, transferees, and assigns, provided, however, that RBOC may not assign all or any part of the Agreement without the prior written consent of City.

23.0 FURTHER ASSURANCES. Each of the parties hereto shall execute or cause to be executed any and all further instruments and perform or cause to be performed any and all further acts as may be necessary or proper to carry out the purposes of the Agreement.

24.0 TERMINATION.

24.1 In an "Event of Default" by either party, the other party may declare a default and terminate this Agreement by written notice of intent to terminate to the defaulting party as specified herein. The notice shall specify the basis for the Event of Default. The Agreement shall terminate sixty days from the date of the notice unless such default is cured before the effective date of termination.

24.2 Termination for an Event of Default shall relieve the terminating party of further liability or responsibility under this Agreement as of the date of termination, except for those liabilities and responsibilities specified in Section 4 and

otherwise required to effect a transition back to City control and otherwise to protect and to safeguard public property and assets.

24.3 Without an Event of Default, the City may only terminate the Agreement after conducting a public hearing at which the City Council votes to wind up and dissolve the Rose Bowl Operating Company and undertake all necessary legal actions to effectuate such, which in no event shall provide less than one year of notice to the RBOC. Nothing herein waives the authority of the City Council to seek to amend this Agreement or take any other lawful action affecting the RBOC or City owned property.

25.0 EVENT OF DEFAULT. The occurrence of any of the following ~~shall~~ constitutes an "Event of Default" hereunder:

25.1 Without the application or consent of RBOC, a receiver, trustee, custodian or similar officer ~~shall isbe~~ appointed for RBOC or for any substantial part of RBOC's property, or any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation, or similar proceedings under the laws of any jurisdiction ~~shall beare~~ instituted (by petition, application, or otherwise) against RBOC.

25.2 RBOC ~~shall~~ admit~~s~~ in writing its inability to pay its debts when due, or make an assignment for the benefit of creditors, or apply for or consent to the appointment of any receiver, trustee, custodian, or similar officer for RBOC for any substantial part of RBOC's property, or institute (by petition, application or otherwise) or consent to any bankruptcy, insolvency, reorganization, arrangement, readjustment of

debt, dissolution, liquidation, or similar proceedings under the laws of any jurisdiction or otherwise authorize action to approve any of the foregoing.

25.3 RBOC ~~shall~~dissolves or ~~shall~~commences any action or proceeding which seeks as one of its remedies the dissolution of RBOC.

25.4 Any representation or warranty of RBOC contained in the Agreement ~~shall~~proves to be false or misleading in any material respect when made.

25.5 RBOC ~~shall~~fails to keep in force and effect any permit, license, bond, insurance policy, consent, or approval required under the Agreement provided, however, that such failure ~~shall~~does not constitute an Event of Default if RBOC promptly notifies City of its intention to cure such default and in fact cures such default within the cure period specified.

25.6 Either party ~~shall~~fails to perform or observe any term, covenant, or condition contained herein (and not otherwise specified as an Event of Default) including, but without limitation, any action beyond the limitations set forth in Section 3.4 or 6.3 of the Agreement; provided, however, that such failure ~~shall~~does not constitute an Event of Default if the defaulting party promptly notifies the other party of its intention to cure such default and in fact cures such default within the cure period specified.

26.0 NO ESTATE. This Agreement does not give RBOC any interest, title, leasehold, estate or right of any kind or extent whatsoever, whether legal or equitable, prescriptive or otherwise, no matter how long this Agreement runs. RBOC agrees that it will not claim at any time any interest, title, leasehold or estate in the RBOC Area, or

any part thereof, by virtue of this Agreement or by virtue of performance under this Agreement.

27.0 ENTIRE AGREEMENT. The Agreement, along with Exhibits and all documents referenced herein, is the complete and exclusive statement of the agreement between the parties hereto with respect to management and operation of the RBOC Area, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of the Agreement. The Agreement may not be modified, amended, or altered except by a written instrument duly executed by the parties hereto.

28. RBOC FOUNDATION. A foundation, the Rose Bowl Foundation ("Foundation"), ~~may~~has been established for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

The RBOC shall insure, through administrative, contractual or fiscal controls, the following: (a) Funds shall not be raised for the Foundation in a manner which will foreseeably decrease revenues to or for the RBOC or the City. (b) The Foundation shall not use, or allow the use of the Rose Bowl name, or the Foundation name, in a fashion which competes or conflicts with the use of the name by the City, RBOC, Tournament of Roses Association or any entity with any trademark, licensing or contract right thereto. (c) The Foundation shall comply with all procedures and processes required of it by law governing the expenditure of any government funds which it might receive and with all open meeting and conflict of interest laws to the

extent they are determined applicable to the Foundation. (d) The Foundation shall not incur any single debt in excess of \$75,000 without the consent of the City Council. (e) The Foundation shall not undertake any action or adopt any policy which would make the City ineligible to apply to the Foundation for project or program funding consideration on equal footing with any other applicant. (f) No substantial part of the activities of the Foundation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Foundation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office. (g) All Foundation property shall be irrevocably dedicated to charitable purposes. No part of the net earnings of the Foundation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals. (h) On the winding up and dissolution of the Foundation, after paying or adequately providing for the debts, obligations, and liabilities of the Foundation, the remaining assets of the Foundation shall be distributed to the RBOC or to the City of Pasadena.

29. ROSE BOWL NAMING RIGHTS. The City hereby delegates to the RBOC the right to offer naming recognition for features of the Rose Bowl Stadium on the terms and conditions set forth herein.

29.1.1 Any inventory within the fence line, at pricing to be set by the RBOC ~~__T__, except that~~ the RBOC ~~secured will seek~~ Council approval of naming rights ~~any pledge amount~~ for the field, and will return to the Council for any change to or

~~extension of field naming rights if RBOC determines to seek such a naming-right opportunity.~~

29.1.2 The specific, Rose Bowl Stadium features outside of the fence line but within the "RBOC Area" as defined in the Agreement, delegated to the RBOC for naming recognition, and their corresponding pricing guidelines, are "Area H," the "Parkway Entrance ('Court of Champions')," and "Donor Plaza," ~~The RBOC may seek additional naming rights outside of the fence line from the Council as set forth in "Exhibit A," as may be amended from time to time, and which is attached hereto and incorporated by this reference.~~

29.2 All naming recognition shall be consistent with the following agreements, including, but without limitation, any approval rights in those agreements: (1) Article 9 of the Amended and Restated Master License Agreement No. 20,502, including any amendments thereto, by and between the City of Pasadena and the Pasadena Tournament of Roses Association ("Tournament of Roses"); (2) sections 12(b) and 21(h) of the Restated Rose Bowl Agreement No. 20,501, including any amendments thereto, by and between the Rose Bowl Operating Company ("RBOC"), as agent for the City of Pasadena, and The Regents of the University of California, on behalf of the University of California, Los Angeles ("UCLA"); and (3) ~~any applicable provisions of any marketing and media rights contract to which the RBOC is a party sections 2.01, 5.08 and A.2.01.01 and Exhibit B of Agreement to License Rose Bowl Stadium Properties No. 20,540, and any amendments thereto, by and between the RBOC, as agent for the City of Pasadena and ISP Sports, LLC.~~ Further, no naming

recognition may detract from the status of the Rose Bowl as a historic landmark stadium, and home to the Rose Bowl Game. Further, no naming recognition may detract from the status of the Stadium as UCLA's home field and all signage used for naming recognition shall be designed consistent with the Stadium's master plan and design criteria.

29.3 Naming recognition shall be in effect for a defined term and does not bestow any rights to the donor in perpetuity. The term of the naming opportunities shall run concurrently with the 30-year lease periods provided to the Tournament of Roses and UCLA but in no event shall extend beyond January 1, 2045.

29.4 All naming recognition shall be the subject of a written agreement between the RBOC and the prospective donor, or with any entity representing a prospective donor or presenting a donation, consistent with the terms of this Amendment, at least forty-five (45) days prior to the public announcement of the naming. The approval of the designated UCLA official and the RBOC General Manager shall ~~is~~ be required prior to entering into any such naming recognition agreement.

29.5 Gifts may be made in installments over a period not to exceed seven (7) years, in accordance with the written agreement between the donor and the RBOC; provided, however, the RBOC may, on a case-by-case basis, approve an extended time period by providing such approval in writing. In the event a donor breaches the terms of the written agreement or fails to provide full payment within the period agreed to, then the donor shall be declared in noncompliance, any naming rights shall automatically terminate and the RBOC may pursue all appropriate legal remedies.

29.6 Naming recognitions once agreed to by both parties shall not be changed or amended by the donor. If a facility or area bearing the naming recognition is demolished, destroyed, redeveloped, or substantially changed, the RBOC or its successor shall present to the donor replacement naming options of similar quality or location.

29.7 The RBOC may, after consultation with Legacy, remove plaques or other signage containing the name, logo or other identifying mark of a person, corporation, or other entity (the "Named Person") if it finds that that Reasonable Cause exists with respect to such Named Person. For purposes of illustration, "Reasonable Cause" is defined as:

- a. the reasonable belief of the RBOC that the Named Person has committed any crime;
- b. the reasonable belief of the RBOC that the Named Person has committed any act involving moral turpitude;
- c. the arrest, charge or indictment of the Named Person or a formal inquiry into any allegation that the Named Person has committed a crime or has committed any act involving moral turpitude;
- d. the reasonable belief of the RBOC that the Named Person has engaged in any act of fraud, dishonesty, misappropriation, misfeasance or any other similar act of misconduct;
- e. the reasonable belief of the RBOC that the Named Person has engaged in willful, reckless or negligent behavior which has, or may reasonably be

expected to have, an adverse effect on the operations, financial condition or reputation of the Stadium, the City, the RBOC, the City Trademarks, the Association's Trademarks or Legacy Connections ("Legacy");

f. the reasonable belief of the RBOC that the Named Person has failed to carry out the lawful directives of Legacy or the RBOC, or the Named Person's repeated non-attentiveness to or repeated failure to carry out the Named Person's obligations pursuant to the Named Person's donor agreement, name recognition agreement or Agreement No. 21,503 between RBOC and Legacy;

g. the reasonable belief of the RBOC that the Named Person has engaged in any transaction with the Stadium, the City, the RBOC or Legacy involving a conflict of interest or self-dealing, without the prior written consent of the RBOC General Manager; or

h. the reasonable belief of the RBOC that the Named Person has engaged in conduct materially adverse to the interests of the Stadium, the City, the RBOC, the City Trademarks, the Association's Trademarks or Legacy.

29.8 All requests for designation of a naming recognition shall be dealt with in the strictest of confidence by all parties involved in the process until the naming is publicly announced in accordance with the donor's wishes.

29.9 The RBOC shall determine the amounts of gifts required in consideration for specific naming opportunities so long as the amount is within the range of values approved by the RBOC.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed and delivered by their respective duly authorized officers and representatives as of the date first above written.

DATED: CITY OF PASADENA

By: _____
[name]
City Manager

ATTEST:

[name]
City Clerk

ROSE BOWL OPERATING
COMPANY

By: _____
[name]
[title]

APPROVED AS TO FORM:

[name]
Assistant City Attorney

[name]
Purchasing Administrator

V1YBU2IG0D2H4M

EXHIBIT A

(Section 1.0)

SITE PLAN OF RBOC AREA

