

# APPROVED

May 16 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

NO. 24-100

DATE May 16, 2024

C.D. 6

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WOODLEY PARK – LICENSE AGREEMENT FOR THE OPERATION OF THE VALLEY BLOCK PARTY – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15304(e) [MINOR TEMPORARY USE OF LAND HAVING NEGLIGIBLE OR NO PERMANENT EFFECTS ON THE ENVIRONMENT, INCLUDING CARNIVALS, SALES OF CHRISTMAS TREES, ETC.] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 4(6) OF CITY CEQA GUIDELINES

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	C. Santo Domingo	_____
*C. Stoneham	<u>C.S</u>	N. Williams	_____

General Manager

Approved   x  

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve a Licensee Agreement (License Agreement) between the City of Los Angeles Department of Recreation and Parks (RAP) and Valley Block Party LLC for the temporary use of the Woodley Park Section I in Woodley Park for the operation of the Valley Block Party, subject to the approval of the City Attorney as to form;
2. Determine that approval of the License Agreement and resulting temporary use of a portion of Woodley Park for the Valley Block Party (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15304(e) [Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.] of California CEQA Guidelines and Article III, Section 1, Class 4(6) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Office of Planning and Research;
3. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE;

## BOARD REPORT

PG. 2 NO. 24-100

4. Authorize the General Manager or designee to execute the License Agreement subsequent to obtaining all necessary approvals;
5. Authorize the General Manager or designee to make technical corrections as necessary to carry out the intent of this Report; and
6. Direct that permit fees collected from the License Agreement be deposited into the following accounts: Park Use Fees to be deposited in the General Fund Account; Parking Lot Fees to be deposited 50% in the General Fund Account and 50% in the Valley Region Account MRPXX500; Set-up and Clean-up Day Fees to be deposited in the General Fund Account; Vendor Fees to be deposited in the Valley Region Account MRPXX500; Labor Fees to be deposited in the Valley Region Account MRPXX500; Lost Revenue Fees to be deposited in the General Fund Account; 75% of Alcohol Fees to be deposited in the Valley Region Account MRPXX500 and 25% to be deposited in the General Fund Account; and Ticket Sales Fees to be deposited in the Valley Region Account MRPXX500.

### SUMMARY

Woodley Park is a 46-acre park located at the heart of the San Fernando Valley, at 6350 Woodley Ave., Van Nuys, CA 91406. Woodley Park is located on United States Army Corps of Engineers property and is leased to RAP for recreational use. Woodley Park consists of three recreational areas known as Section I, Section II, Section III, as well as an archery range and cricket field.

Valley Block Party LLC has proposed to design, produce, and operate a multi-day family festival called the Valley Block Party (Event) in Woodley Park Section I. The Event would consist of 2 music stages, carnival rides, game booths, 3 beer gardens, 40 food vendors and 2 merchandise booths. The Event would showcase a different genre of music each night to reflect the diversity of Los Angeles. The Event is expected to attract tourists and residents, while generating revenue to support RAP programs. RAP staff is proposing that RAP enter into a License Agreement (Attachment 1) with Valley Block Party LLC for the Event.

Key components of the License Agreement are:

- Term shall be from October 4, 2024 through October 16, 2024.
- 3-day concert series on October 11, 12, and 13.
- Event Hours: 3:00 p.m. to 11:00 p.m., out by midnight.
- Location: Woodley Park Section I
- Attractions include 2 music stages, 3 beer gardens, 40 food vendors, and carnival rides.
- Fees and deposits to be paid by Valley Block Party LLC to RAP:
  - Park Use Fees: \$25,800.00.
  - Parking Lot Fees: \$2,718.00.
  - Set-up and Clean-up Day Fees: \$675.00.
  - Vendor Fees: \$25,800.00.
  - Labor Fees: \$21,222.99.
  - Lost Revenue Fees: \$2,836.00.

## BOARD REPORT

PG. 3      NO. 24-100

- Performance Deposit: \$25,000.00.
- Ticket Sales Fees: 1.5% of gross ticket sales for the Event or 1.5% from proceeds from the sale of tickets for Event, whichever is greater.
- Alcohol Sales Fees: 20% of alcohol sales at the Event.

### TREES AND SHADE

The proposed Project will have no impact on the existing trees; RAP's Forestry Division will evaluate the area impacted by the Valley Block Party and ensure proper protection of such trees before, during, and after the Event.

### ENVIRONMENTAL IMPACT

The proposed Project consists of a License Agreement allowing minor temporary use of land having negligible or no permanent effects on the environment.

According to the parcel profile report retrieved on May 3, 2024, this area resides in a liquefaction zone. The Event will not create conditions that could lead to liquefaction. This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern. The Event is going to take place outside the nesting bird season and the License Agreement includes appropriate measures to protect the trees on site, so the Event is not expected to have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of May 3, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, RAP staff recommends that the Board of Recreation and Park Commissioners (Board) determines that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15304(e) of California CEQA Guidelines as well as to Article III, Section 1, Class 4(6) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the California Office of Planning and Research upon Board's approval.

### FISCAL IMPACT

Under the License Agreement, RAP would receive \$79,051.99 in various fees, in addition to the following:

- 20% of alcohol sales from the Event; and

## BOARD REPORT

PG. 4 NO. 24-100

- 1.5% of gross ticket sales for the Event or 1.5% from proceeds from the sale of tickets for Event, whichever is greater.

### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

**Goal No. 2:** Offer Affordable and Equitable Recreational Programming

**Outcome No. 4:** Angelenos connected to increased and diverse cultural programs in the Park system.

This Report was prepared by Chinyere Stoneham, Acting Assistant General Manager, Recreation Services Branch and Paola Monzon, Management Assistant, Valley Region.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) License Agreement

**LICENSE AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
VALLEY BLOCK PARTY LLC  
TO OPERATE  
THE VALLEY BLOCK PARTY**

This LICENSE AGREEMENT (“AGREEMENT”) is entered into as of May 16, 2024, by and between the City of Los Angeles (“CITY”), a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“BOARD”), and Valley Block Party LLC, a California company (“LICENSEE”). CITY and LICENSEE may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”) leases certain real property commonly known as Woodley Park from the the United States Army Corps of Engineers; and,

WHEREAS, RAP operates and maintains Woodley Park; and,

WHEREAS, LICENSEE desires to use certain portions of Woodley Park as more fully set forth in this AGREEMENT for the operation of the Valley Block Party; and,

WHEREAS, RAP is amenable to authorizing such use of the PREMISES (as such term is defined in this AGREEMENT and as more fully shown by the Site Maps attached hereto and incorporated herein by reference as Exhibit A), pursuant to the terms and conditions of this AGREEMENT.

NOW THEREFORE, in consideration of the foregoing, the anticipated benefits to the public, and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

**1. License to Use and Description of Premises.**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LICENSEE by this AGREEMENT, the non-exclusive use of the PREMISES solely for the purpose set forth in Section 4 (“PERMITTED USE”). RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PERMITTED USE. The PREMISES authorized for use by LICENSEE under the terms and conditions of this AGREEMENT is defined as the “Section I” area of Woodley Park. The specific areas licensed for use under this AGREEMENT is depicted by the site map attached hereto as Exhibit A.

**2. Term and Termination.**

The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be from October 4, 2024 through October 16, 2024. CITY may revoke this AGREEMENT at any time. Upon receipt of the written notice of termination, LICENSEE shall return the property to its original condition and

discontinue all work permitted under this AGREEMENT.

**3. Access to Premises.**

LICENSEE, shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third party access and use of the PREMISES shall be supervised by the LICENSEE at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

LICENSEE's use of the PREMISES shall only be during the following hours: 3:00 p.m. to 11:00 p.m., out by 12:00 a.m. 24 hour security will be permitted at LICENSEE expense. LICENSEE shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. A detailed timeline is set forth in Exhibit C. LICENSEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to LICENSEE for any inconvenience, disturbance, or other damage to LICENSEE by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools, and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. LICENSEE has inspected the PREMISES and found it suitable for LICENSEE's purposes. CITY shall not be liable for any personal injury or damage to property which LICENSEE or its guests or invitees may incur, regardless of the cause thereof. LICENSEE hereby releases CITY from all such liability, it being the intent of the PARTIES that LICENSEE shall maintain adequate insurance to cover any such losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate LICENSEE's right to conduct such activities at the PREMISES by providing written notice to LICENSEE of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LICENSEE of same.

It is understood by PARTIES that the PREMISES are located in a public park and therefore shall not be considered exclusive to the LICENSEE, nor shall access to the PREMISES be restricted to the general public.

**4. Permitted Use and Use Restrictions.**

LICENSEE shall not expand and/or change the scope of PERMITTED USE set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. LICENSEE is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTED USE: LICENSEE shall use the PREMISES solely for the operation of the Valley Block Party (EVENT) in accordance with the details set forth in Exhibit A, Exhibit C, and Exhibit D. LICENSEE shall be responsible for all costs and expenses related to its use of the PREMISES. Set up will be from October 4, 2024 through October 10, 2024. EVENT will be held over 3 days: October 11, 12, and 13. Close down will be from October 14, 2024 to October 16, 2024. Hours of PERMITTED USE shall be as set forth in Section 3 above. EVENT is a 3-day concert series with paid admission. Performances will include a lineup of different artists, meant to highlight a different genre each day. There shall be a maximum of two music stages during the EVENT. EVENT shall also include carnival rides, game booths, and beer gardens. Sales shall be permitted at the EVENT, including (i) 2 merchandise booths selling various types of merchandise, and (ii) 40 food trucks and 2 food vendors selling food and non-alcoholic beverages. Security by Contemporary Services Corporation shall be provided for crowd management and safety. Parking and traffic control shall be provided by Classic Parking and A+ Traffic Management. The LICENSEE shall follow the parking plan set forth in Exhibit D. A total of 25,000 attendees are estimated to attend per day.
- b. LICENSEE shall provide sufficient staff for the operation of its activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY.
- c. LICENSEE shall not sub-let or issue any permit for use of the PREMISES.
- d. LICENSEE shall comply, and ensure any of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the operation of LICENSEE's activities on the PREMISES.
- e. LICENSEE is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

**5. Obligations of LICENSEE.** LICENSEE shall:

- a. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.

- b. Punctually pay or cause to be paid all LICENSEE financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. LICENSEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LICENSEE's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- c. Be entirely and fully responsible for the coordination and implementation of all traffic and parking matters, at LICENSEE'S sole cost and expense. LICENSEE may charge for parking in accordance with RAP authorized rates and fees. LICENSEE shall develop and submit a parking and traffic plan to RAP for review and approval postmarked no later than Friday, June 28, 2024.
- d. Employ the services of one uniformed security officer for every 100 participants, per the RAP Alcoholic Beverage Policy. LICENSEE is therefore required to provide at least 250 uniformed security officers per day.
- e. Establish designated areas for food and beverage sales and consumption. The total number and types of food and beverage vendors, and the locations for such vendors, is subject to review and approval by RAP, as well as other agencies such as, but not limited to, the LAFD and Los Angeles County Department of Public Health. All food vendors are required to adhere to established standards for storage, preparation, and handling of food items for sale, and must possess and display all applicable and required permits, licenses, and certifications, including but not limited to business licenses and health permits, and must agree to surrender such documentation for examination by the appropriate authorities upon request.
- f. Provide portable restrooms, ADA accessible restrooms, hand sinks, and related supplies. The designated locations for portable toilets and wash stations shall be coordinated with and subject to approval by RAP.
- g. Adhere to all tree safety stipulations requested by the RAP Forestry Division. Among these requirements, LICENSEE has agreed to place protective barriers around all young trees and any other trees that RAP Forestry Division identifies as vulnerable.

**6. Maintenance and Repair of Premises.**

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, LICENSEE, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PREMISES as described herein.

- a. LICENSEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or



- reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or LICENSEE, and regardless of cause.
- b. LICENSEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
  - c. LICENSEE shall perform the following maintenance duties on daily basis:
    - i. Maintain PREMISES in a clean condition removing all debris and trash;
    - ii. Keep the PREMISES and the nearby areas clean at all times;
    - iii. Pick up and dispose of trash and debris whether by LICENSEE activity or activity of a contracted vendor or any participant of LICENSEE services; and
    - iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view.
  - d. LICENSEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
  - e. LICENSEE shall be responsible for securing LICENSEE's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of LICENSEE personal property before, during, or after PERMITTED TIMES.
  - f. LICENSEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during LICENSEE's activities or operations, or that is caused by LICENSEE's use of the PREMISES; LICENSEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.

**7. Consideration and Fees.**

The fee to be paid by LICENSEE to RAP in connection with LICENSEE's use of the PREMISES in accordance with this AGREEMENT shall be \$79,051.99, plus any additional amounts required under Section 7.g below. Prior to using the PREMISES, LICENSEE shall pay a Performance Deposit to RAP in the amount of

\$25,000.00. Cancellation of EVENT by LICENSEE shall result in a forfeiture of the Performance Deposit, as a lost opportunity cost. The Performance Deposit shall be used by RAP to cover any cost impacts incurred by RAP due to the Valley Block Party not taking place as planned or the PREMISES not being appropriately restored.

Other than such deposit, which shall be made to RAP prior to LICENSEE's use of the PREMISES, payments must be issued within 60 days from invoice to:

City of Los Angeles Department of Recreation and Parks  
Attention: Chinyere Stoneham ([chinyere.stoneham@lacity.org](mailto:chinyere.stoneham@lacity.org))  
(213) 202-2633  
6335 Woodley Ave.  
Van Nuys, CA 91406

- a. **Park Use Fees.** LICENSEE shall pay \$25,800.00 in Park Use Fees to RAP for a paid admission 3-day concert, with 25,000 daily attendees. Festival Day Base Rate for the first 1,000 persons is \$1,400.00. Each additional 1,000 persons is a minimum \$300.00.
- b. **Parking Lot Fees.** LICENSEE shall submit to RAP \$2,718.00 in Parking Lot Fees.
- c. **Set-Up and Clean-Up Day Fees.** LICENSEE shall submit to RAP \$675.00 in Set-up and Clean-up Day Fees.
- d. **Vendor Fees.** LICENSEE agrees to submit to RAP vendor fees in the amount of \$25,800.00.
- e. **Labor Fees.** LICENSEE agrees to reimburse RAP \$21,222.99 in labor fees for RAP Recreation and Maintenance staff assigned to EVENT.
- f. **Lost Revenue.** LICENSEE shall submit \$2,836.00 to RAP for the lost revenue throughout the TERM.
- g. **Percentage of Certain Sales.** LICENSEE shall submit to RAP the greater of the following two amounts: 1.5% of gross ticket sales for EVENT or 1.5% of proceeds from the sale of tickets for EVENT. LICENSEE shall additionally pay 20% of alcohol sales at EVENT to RAP. At the time of submitting the amounts required by this Section 7.g, LICENSEE shall furnish a statement showing computation of ticket and alcohol sales at EVENT. RAP shall have access to records of such ticket and alcohol sales upon request. LICENSEE agrees to make its records relating to ticket and alcohol sales at EVENT available to RAP auditors, CITY auditors or any auditor or representative designated by CITY.

## **8. Insurance.**

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, LICENSEE shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LICENSEE or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. LICENSEE will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit B attached hereto and incorporated herein by reference.

LICENSEE shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LICENSEE thirty (30) calendar days written notice.

- a. If any of the required insurance contains aggregate limits or applies to other operations of LICENSEE outside of this AGREEMENT, LICENSEE shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LICENSEE shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) calendar days of the knowledge of same.
- b. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LICENSEE shall provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LICENSEE.
- c. LICENSEE's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and LICENSEE agrees to reimburse CITY for all money so paid for such procurement or renewal.
- d. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LICENSEE's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**9. Indemnification.**

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LICENSEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including LICENSEE's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LICENSEE, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

LICENSEE is aware of the condition of the PREMISES and accepts the PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. LICENSEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

**10. Signage, Websites, and Advertisements.**

No signs or banners of any kind shall be displayed by LICENSEE unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at LICENSEE's expense, of any sign previously approved by RAP and installed, or caused to be installed, by LICENSEE. RAP shall review and approve websites and advertisements for content, excluding creative content, regarding EVENT prior to distribution. RAP will approve signage inside and outside of the PREMISES. LICENSEE must comply with the CITY'S sign ordinance and shall limit sign size not to exceed 42' x 30".

**11. Notices and Contacts.**

Any notice, request for consent, or statement ("NOTICE"), that RAP or LICENSEE is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or LICENSEE may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested. All NOTICES shall be addressed as follows:

Contact for LICENSEE:

Paul Vizcaino  
Email: paul@urbansg.com  
Phone: (310) 428-7488

Contact for RAP:

Chinyere Stoneham  
6335 Woodley Ave., Van Nuys, CA 91406  
Email: chinyere.stoneham@lacity.org  
Phone: (213) 202-2633

**12. Representations and Warranties.**

CITY and LICENSEE each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and LICENSEE, enforceable in accordance with its terms and conditions.

**13. No Joint Venture or Agency Relationship.**

Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. LICENSEE shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will LICENSEE represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LICENSEE the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

**14. Relationship of Parties.**

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

**15. Safe Practices.**

LICENSEE shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), LICENSEE must notify the RAP contact referenced in Section 11 as soon as possible but no later than twenty-four (24) hours after LICENSEE has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PREMISES shall be provided to RAP within seventy-two (72) hours. LICENSEE shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon

receipt of a written request therefor. LICENSEE shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

**16. Suspected Child Abuse.**

LICENSEE must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. LICENSEE shall notify the RAP contact specified in Section 11 within 24 hours after a report has been made.

**17. Hazardous Substances.**

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LICENSEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used at the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LICENSEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the PREMISES.

**18. Taxes and Possessory Interest.**

LICENSEE shall pay all taxes of whatever character that may be levied or charged upon the rights of LICENSEE to use the PREMISES, or upon LICENSEE's improvements, fixtures, equipment, or other property thereon or upon LICENSEE's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LICENSEE, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

**19. Incorporation of Documents.**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

- Exhibit A: Site Map for and Details of the Valley Block Party
- Exhibit B: Insurance Requirements Form Gen. 146
- Exhibit C: Timeline
- Exhibit D: Parking Plan

The order of precedence in resolving conflicting language, if any, in the documents

shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit C; 5) Exhibit D.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT 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 BLOCK PARTY LLC

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

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

By: \_\_\_\_\_  
Jimmy Kim, General Manager

Title: Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

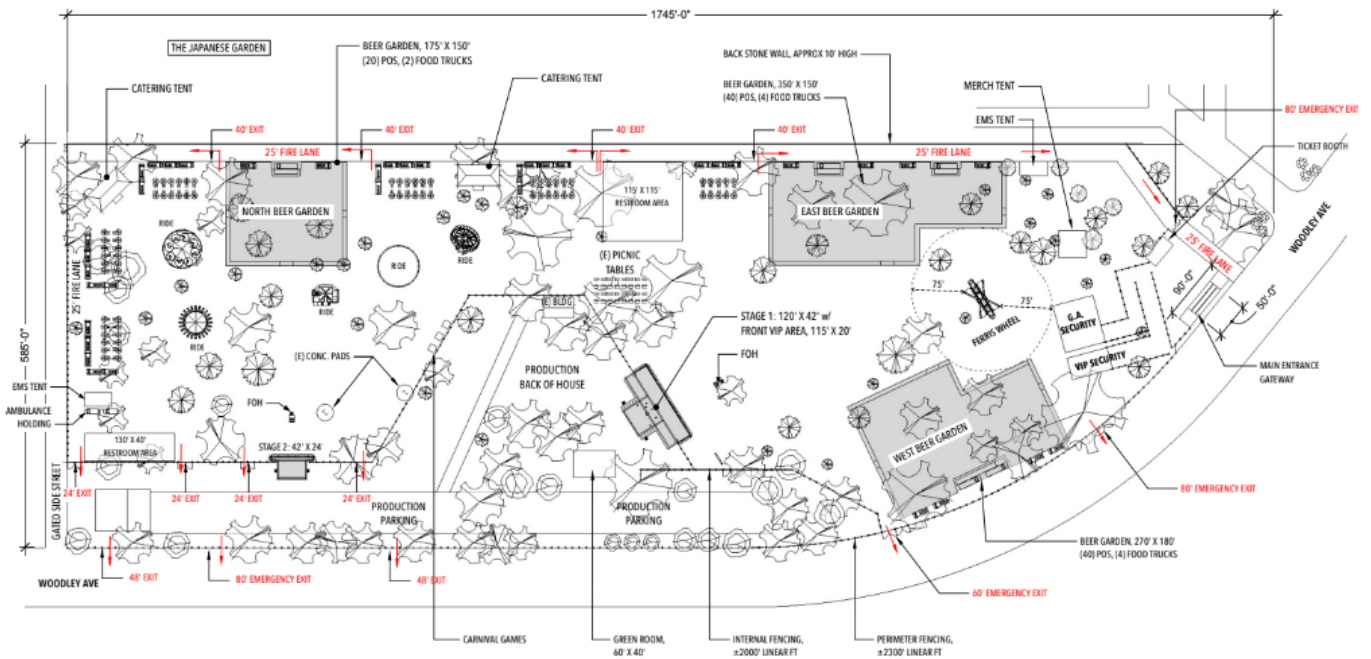
By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

Date: \_\_\_\_\_



# EXHIBIT A

## Site Map



1 SITE PLAN  
A01 Scale: 1/128" = 1'-0"

# Evacuation Plan



\*INTENDED FOR PRINTING ON 11X17 TABLOID SIZE PAPER



## EXHIBIT C

### Timeline

Load-In: October 4 - October 10 (Approximately 7AM-7PM)

The following will be loading in:

Bathrooms

Production (stage, sound, lighting, trussing, etc.)

Bars

Table/Chairs

Fencing

Bike Racks

Trailers

Powers

Tenting

Event Signage

Art Installations

Event Days: October 11 - October 13

Doors: 4:00PM

Show: Music 5:00PM-11:00PM

Park Closes: Midnight

Load Out: October 14 - October 16

Approximately 7AM-7PM

# EXHIBIT D Parking Plan

