

# APPROVED

Feb 20 2025

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-022

DATE February 20, 2025

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

  
 \_\_\_\_\_  
 General Manager

Approved   X                        Disapproved                                 Withdrawn           

### RECOMMENDATIONS

1. Approve a Licensee Agreement (License Agreement) with Valley Block Party, LLC for the temporary use of the Woodley Park Section I for the operation of the Valley Block Party, subject to the approval of the City Attorney as to form;
2. Authorize the Department of Recreation and Parks (RAP) General Manager or designee to execute the proposed Agreement subsequent to obtaining all necessary approvals;
3. 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; **Carnival Fees to be deposited in the General Fund Account**; Parking Lot Fees to be deposited 50% in the General Fund and 50% in the Valley Region Account MRPXX500; Set-Up and Clean-Up Day Fees to be deposited in the General Fund; Vendor Fees to be deposited in the Valley Region Account MRPXX500; Staff Fees/Labor Costs to be deposited in the Valley Region Account MRPXX500; Lost Revenue Fees to be deposited in the General Fund; 75% of Alcohol Fees to be deposited in the Valley Region Account MRPXX500 and 25% be deposited in the General Fund; Ticket Sale Fees to be deposited in the Valley Region Account MRPXX500; and Golf Fees to be deposited in Fund 52H, Department 89, Account 2210.

## BOARD REPORT

PG. 2 NO. 25-022

4. 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 Governor's Office of Land Use and Climate Innovation.
5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and
6. Authorize RAP's General Manager or his designee to make technical corrections as necessary to carry out the intent of this Report.

### 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 fields.

The Valley Block Party LLC has proposed to design, produce, and operate a multi-day music festival in Woodley Park Section I. The event known as the Valley Block Party would consist of a maximum of 2 music stages, carnival rides, game booths, up to 3 beer gardens, 15 food vendors, 2 for-profit vendors, and 2 commercial vendors. A portion of Woodley II, Woodley III, and the Woodley Lakes Golf Course would be used for parking. The Valley Block Party 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 a License Agreement (Attachment 1) be entered into with Valley Block Party, LLC.

Key components of the License Agreement are:

- Term shall be from October 3, 2025 through October 15, 2025.
- 3-day concert series on October 10, 11, and 12.
- Event Hours: 3:00 p.m. to 11:00 p.m., out by midnight.
- Location: Woodley Park Section I.
- Attractions include up to 2 music stages; 3 beer gardens; 15 food vendors; and carnival rides.
- Park Use Fee: A minimum of \$25,200.00.
- **Carnival Fees: \$4,500.00 and \$1,000.00 refundable maintenance deposit.**
- Staff Fees/Labor Costs: \$21,223.56.
- Set-Up and Clean-Up Day Fees: \$10,000.
- Vendor Fees: \$10,800.00.
- Lost revenue: \$2,936.00.

## BOARD REPORT

PG. 3 NO. 25-022

- Two Performance Deposits: \$25,000.00 to RAP's Recreational Operation's Branch, and \$25,000.00 to RAP's Golf Division.
- Golf Course Fees: \$22,240.00.00.
- Ticket Sale Fees: 1.5% of gross ticket sales or 1.5% of proceeds from the sale of tickets, whichever is greater.
- Alcohol Sales Fees: 20% of alcohol sales from the event.

### ENVIRONMENTAL IMPACT

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

According to the parcel profile report retrieved on February 4, 2025, this area resides in a liquefaction zone. The implementation of this Project 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 or 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 February 4, 2025 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, staff recommends that the Board determine that it 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 Governor's Office of Land Use and Climate Innovation upon Board's approval.

### FISCAL IMPACT

Potential revenue of at least ~~\$115,899.56~~ \$114,399.56, 20% of alcohol sales, and 1.5% of gross ticket sales or proceeds from the sale of tickets, whichever is greater, following the event.

### 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.

BOARD REPORT

PG. 4 NO. 25-022

This Report was prepared by Paola Monzon, Management Analyst, and reviewed by Traci Goldberg, Superintendent, Valley Region Recreational Services Branch.

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 \_\_\_\_\_, 2025, 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 Delaware limited liability 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 and Plan attached hereto and incorporated herein by reference as Exhibit A and Exhibit C, pursuant to the terms and conditions of this AGREEMENT for the TERM (as later defined herein).

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 “Section I” area of Woodley Park. LICENSEE shall be permitted to use a portion of Woodley Section II, Woodley Section III, Hjelte Sports Complex, and Woodley Lakes Golf Course for parking. The specific areas licensed for use under this AGREEMENT are depicted by the Site Maps attached hereto as Exhibit A, which may be modified by RAP if: (i) its General Manager determines, in his or her sole discretion, that such modification is necessary; and (ii) written notice of the modified Site Maps are provided to LICENSEE in accordance with Section 11.

**2. Term and Termination.**

The term of this AGREEMENT (“TERM”) shall be from October 3, 2025 through October 15, 2025. 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 timeline of LICENSEE’s activities on the premises is set forth in Exhibit D. 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 Woodley Park is a public park and therefore shall not be considered exclusive to the LICENSEE, except as otherwise provided in this AGREEMENT.

**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 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 3, 2025 through October 9, 2025. The Valley Block Party will be held over 3 days: October 10, 11, and 12. Close down will be from October 13, 2025 to October 15, 2025. Hours of PERMITTED USE shall be as set forth in Section 3 above. The Valley Block Party 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 in the PREMISES. The Valley Block Party shall also include carnival rides, game booths, and up to three beer gardens. Sales shall be permitted at the Valley Block Party. 15 food trucks will be selling food and non-alcoholic beverages. Two merchandise booths and two commercial vendors will also conduct sales. 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 C, which may be modified by RAP if: (i) its General Manager determines, in his or her sole discretion, that such modification is necessary; and (ii) written notice of the modified plan is provided to LICENSEE in accordance with Section 11. A total of 15,000 attendees are estimated to attend per day. LICENSEE is permitted to admit up to 25,000 attendees 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 March 17, 2025.
- d. Employ the services of uniformed security officers in accordance with the RAP Alcoholic Beverage Policy; the precise number of such officers shall be determined by the Chief Ranger and/or LAPD.
- 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 ~~\$115,899.56~~ **\$114,399.56**, plus any additional amounts required under Sections 7.a and ~~7.g~~**7.h** below. Prior to using the PREMISES, LICENSEE shall pay the following Performance Deposits: (i) \$25,000.00 to RAP's Recreational Services Branch, and (ii) \$25,000.00 to RAP's Golf Division. These Performance Deposits shall be paid no later than February 28, 2025. If RAP determines, in its sole discretion, that additional funds in excess of the Performance Deposit may be required to maintain and repair the PREMISES in accordance with the AGREEMENT, LICENSEE shall remit such additional payment as a supplemental deposit to RAP and shall be solely responsible for such costs. Cancellation of the Valley Block Party by LICENSEE shall result in a forfeiture of the Performance Deposits, as a lost opportunity cost. The Performance Deposits 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 and the specified fees listed below in Sections 7.a, ~~7.g~~**7.h** and ~~7.h~~**7.i**, payment must be paid by June 2, 2025 and issued to:

City of Los Angeles Department of Recreation and Parks  
Attention: Traci Goldberg ([traci.goldberg@lacity.org](mailto:traci.goldberg@lacity.org))  
(818) 756-8060  
6335 Woodley Ave.  
Van Nuys, CA 91406

- a. **Park Use Fees.** LICENSEE shall pay \$25,200.00 in Park Use Fees for a paid admission 3-day concert, with 15,000 daily attendees. LICENSEE shall pay \$500.00 per additional thousand people or any portion thereof, per day, with a maximum allowed attendance of 25,000 attendees per day, except that LICENSEE shall pay \$1,400 for the first thousand persons or any portion thereof, per day. Payment for additional attendees past 15,000 shall be made by November 1, 2025, if applicable.
- b. **Carnival Fees.** LICENSEE shall submit to RAP **\$4,500.00 in Carnival Type C Fees and a \$1,000.00 refundable maintenance deposit.**
- c. **Parking Lot Fees.** LICENSEE shall submit to RAP \$16,500.00 in Parking Lot Fees.

- d. **Set-Up and Clean-Up Day Fees.** LICENSEE shall submit to RAP \$10,000.00 in Set-up and Clean-Up Day Fees.
- e. **Vendor Fees.** LICENSEE agrees to submit to RAP \$10,800.00 in vendor fees.
- f. **Labor Costs.** LICENSEE agrees to reimburse \$21,223.56 in labor fees to RAP for services provided by RAP Recreation and Maintenance staff.
- g. **Lost Revenue.** LICENSEE shall submit \$2,936.00 to RAP for the lost revenue throughout the TERM.
- h. **Ticket and Alcohol Sale Fees.** LICENSEE shall submit to RAP the greater of the following two amounts: 1.5% of gross ticket sales for the Valley Block Party or 1.5% of proceeds from the sale of tickets for the Valley Block Party. LICENSEE shall additionally remit to RAP 20% of alcohol sales.
  - I. At the time of payment of any fees required under this Section 7.gh, LICENSEE shall furnish a statement showing the computation of ticket and alcohol sales at the Valley Block Party. RAP shall have access to records of ticket and alcohol sales upon request. LICENSEE agrees to make its records relating to ticket and alcohol sales at the Valley Block Party available to RAP auditors, CITY auditors or any auditor or representative designated by CITY.
  - II. Payment of any fees required under this Section 7.gh shall be provided to RAP no later than December 1, 2025. The payment shall be provided to the RAP through cashier's check made payable to the "City of Los Angeles Department of Recreation and Parks", and delivered by courier or in-person to:

Traci Goldberg, Superintendent  
Department of Recreation and Parks, Valley Region  
6335 Woodley Avenue, Van Nuys, CA 91406

- i. **Golf Fees.** LICENSEE shall pay \$22,240.00 in tee time buyout fees and lost revenue (\$15,540.00); and monitor fees (\$6,700.00), which shall be provided to RAP no later than September 15, 2025. The payment shall be provided to the RAP through cashier's check made payable to the "City of Los Angeles Department of Recreation and Parks", and delivered by courier or in-person to:

Rick Reinschmidt, Golf Manager  
Department of Recreation and Parks, Golf Division  
3900 Chevy Chase Dr., Los Angeles, CA 90039

**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 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 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 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 calendar days (ten 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, (i) 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), (ii) damages or liability of any nature whatsoever, (iii) for death or injury to any person, including LICENSEE's employees and agents, or (iv) 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 the Valley Block Party 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". During the TERM, LICENSEE shall post the signs at locations to be determined by RAP.

**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 by (i) reliable courier providing tracking services, or (ii) 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  
411 S. Main Street, Unit 611, Los Angeles, CA 90013  
Email: paul@urbansg.com  
Phone: (310) 428-7488

Contact for RAP:

Traci Goldberg  
6335 Woodley Ave., Van Nuys, CA 91406  
Email: traci.goldberg@lacity.org  
Phone: (818) 756-8060

**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 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 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 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: (i) potentially injurious to public health, safety or welfare or injurious to the environment; (ii) regulated or monitored by any governmental authority; or (iii) 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 Maps for and Details of the Valley Block Party
- Exhibit B: Insurance Requirements and Instructions for Submission
- Exhibit C: Parking Plan

Exhibit D: Timeline

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 FOLLOWS]***



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, a Delaware limited liability company

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

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

Title: \_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

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

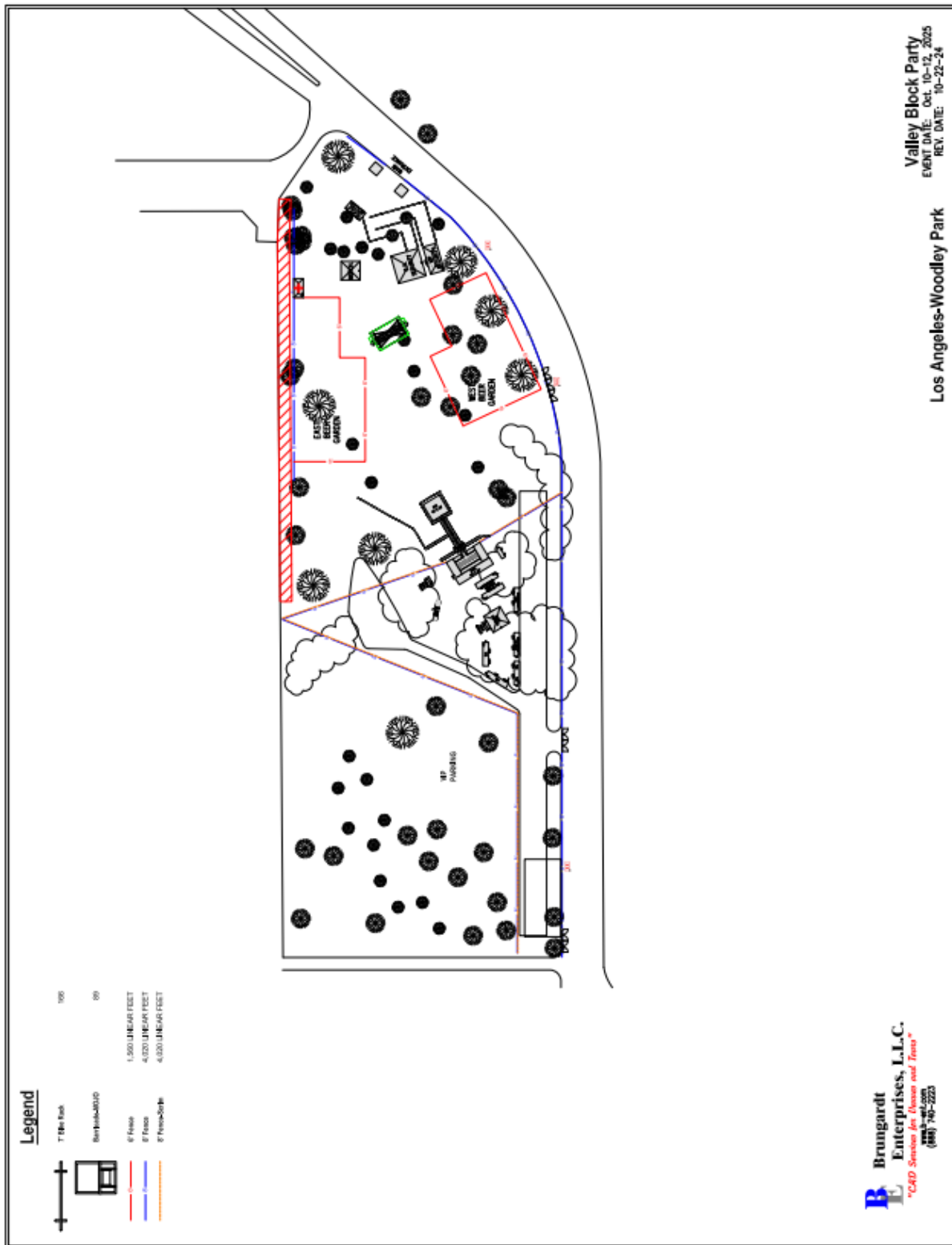
**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

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

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

EXHIBIT A  
Site Maps



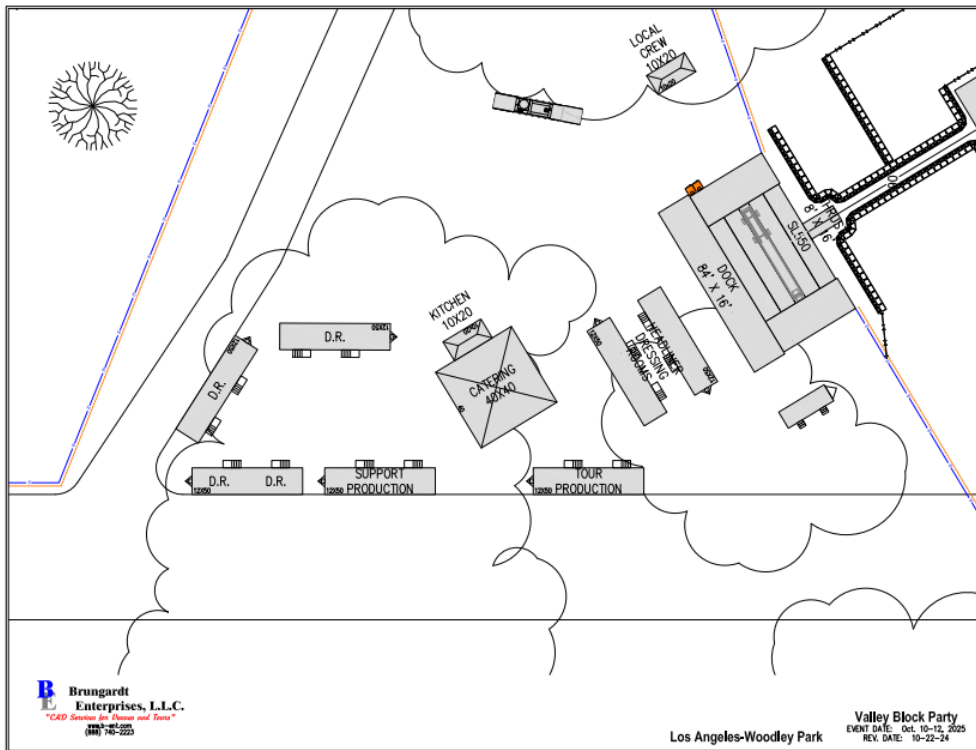
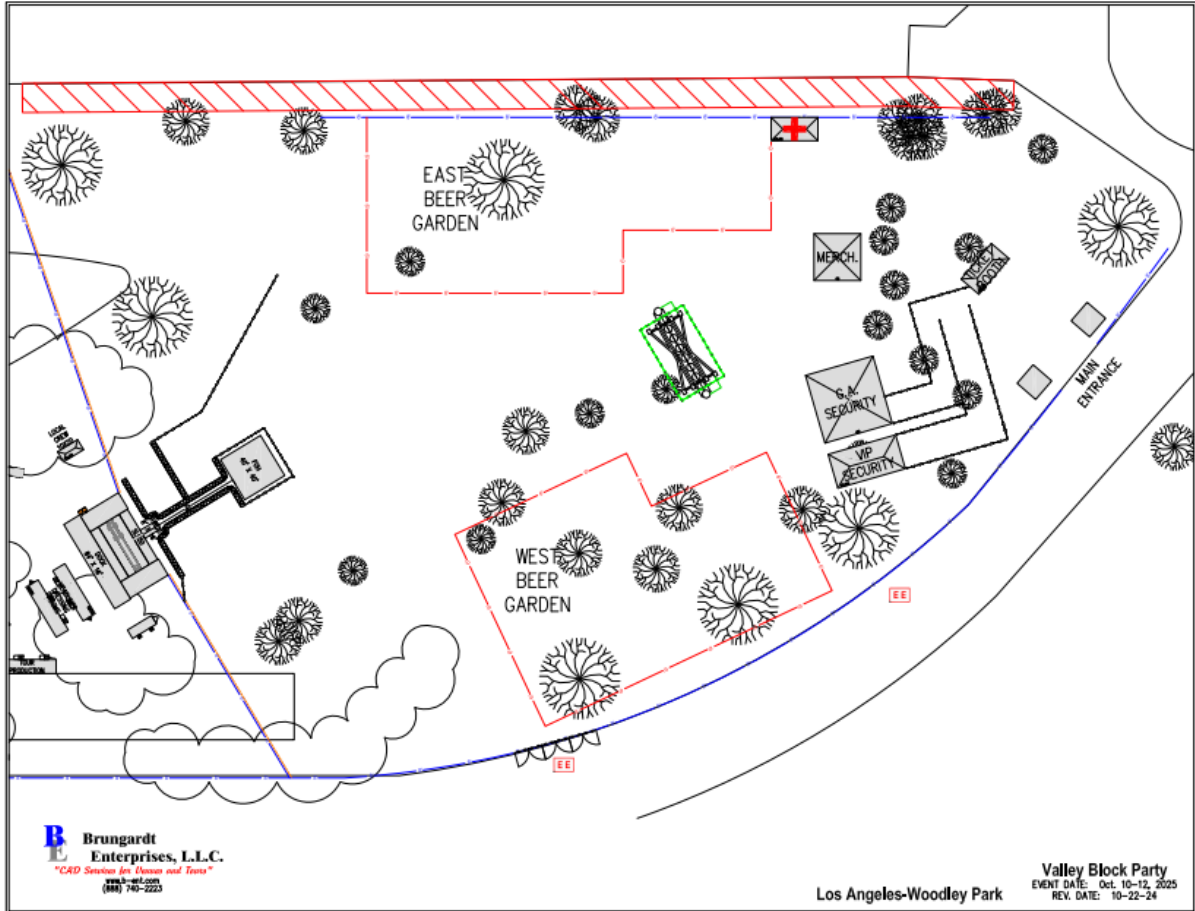


EXHIBIT B  
Form Gen. 146  
Insurance Requirements

Form Gen. 146 (Rev. 6/12v)

**Required Insurance and Minimum Limits**

Name: VALLEY BLOCK PARTY, LLC Date: 05/03/2024

Agreement/Reference: License Agreement: The Valley Block Party

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	<b>Limits</b>
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>\$ 1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party</u>	<u>\$ 5,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability _____ <input checked="" type="checkbox"/> with Broad Form Liquor Liability _____	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 months after completion of work or date of termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	
<input type="checkbox"/> _____	_____
<input type="checkbox"/> _____	_____
<input checked="" type="checkbox"/> _____	_____
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	_____
<input type="checkbox"/> <b>Crime Insurance</b>	_____

Other: Provided to: Paola Monzon  
 If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>.  
 In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

# EXHIBIT C

## Parking Plans



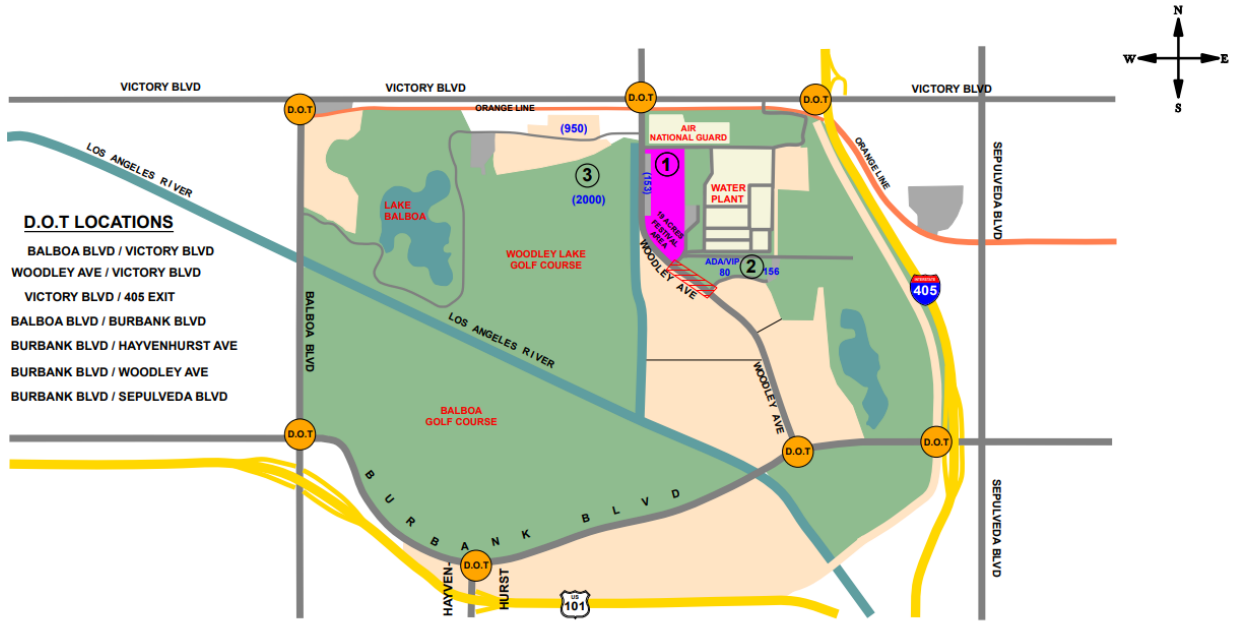
**A+ TRAFFIC  
MANAGEMENT, INC**  
213. 494. 7154

	<b>VALLEY CONCERT</b>			
	SCALE:	REV:	DATE MADE:	
	DRAWN BY: S.F.		2/12/22	
<b>OVERVIEW</b>				SHEET NO. 200

THE PLAN OF OPERATIONS AND RELATED WORK PRODUCT CONTAINED IN THIS DOCUMENT ARE PROPRIETARY TO A+ TRAFFIC MANAGEMENT, INC. AND MAY ONLY BE REPRODUCED BY A+...  
 IN CONNECTION WITH THIS DOCUMENT INCLUDING WITHOUT LIMITATIONS PRELIMINARY SKETCHES CREATED IN THE PROCESS OF MAKING THE PROPOSED SIGNALS, TEXTS, GRAPHIC PICTURES, PLANS, FORMS, LAYOUTS, SCHEMATIC CHARTS, KNOW-HOW AND METHODOLOGIES ("WORK PRODUCT") SHALL BE DEEMED CONFIDENTIAL INFORMATION OF A+...  
 AUTHORIZED PERSONS SHALL NOT DISCLOSE, USE, MODIFY, PUBLICLY TRANSMIT, SELL LICENSE DERIVATIVE WORKS OR DISTRIBUTE IN ANY FORM OR BY ANY MEANS THE WORK PRODUCT OR DISPLAY THE WORK PRODUCT IN ANY MANNER.

1. ALL SIGNALS, STRIPES, DELINEATORS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS: THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND THE CALIFORNIA MANUAL ON SIGNING TRAFFIC CONTROL DEVICES. IN THE EVENT OF CONFLICT BETWEEN THESE TWO DOCUMENTS, THE MOST STRINGENT REQUIREMENT SHALL APPLY. SIGN SIZES SHALL BE THOSE SHOWN AS "STANDARD" OR LARGER, IN THE CALIFORNIA...

Traffic Control Services  
Equipment Rentals  
Permits & Consulting  
Traffic Engineering



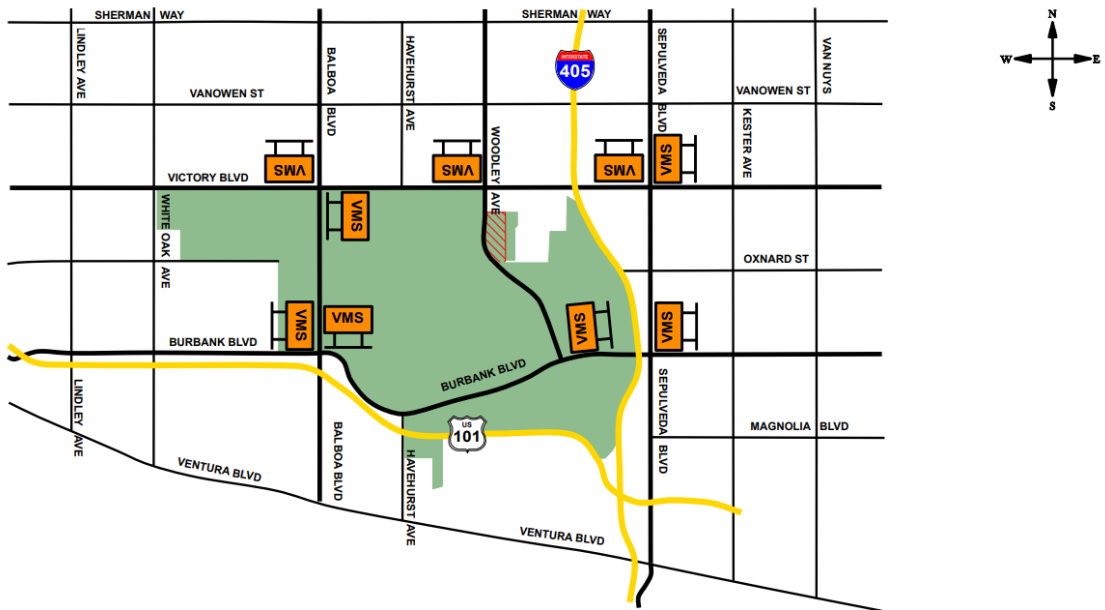
**D.O.T. LOCATIONS**

- BALBOA BLVD / VICTORY BLVD
- WOODLEY AVE / VICTORY BLVD
- VICTORY BLVD / 405 EXIT
- BALBOA BLVD / BURBANK BLVD
- BURBANK BLVD / HAYVENHURST AVE
- BURBANK BLVD / WOODLEY AVE
- BURBANK BLVD / SEPULVEDA BLVD

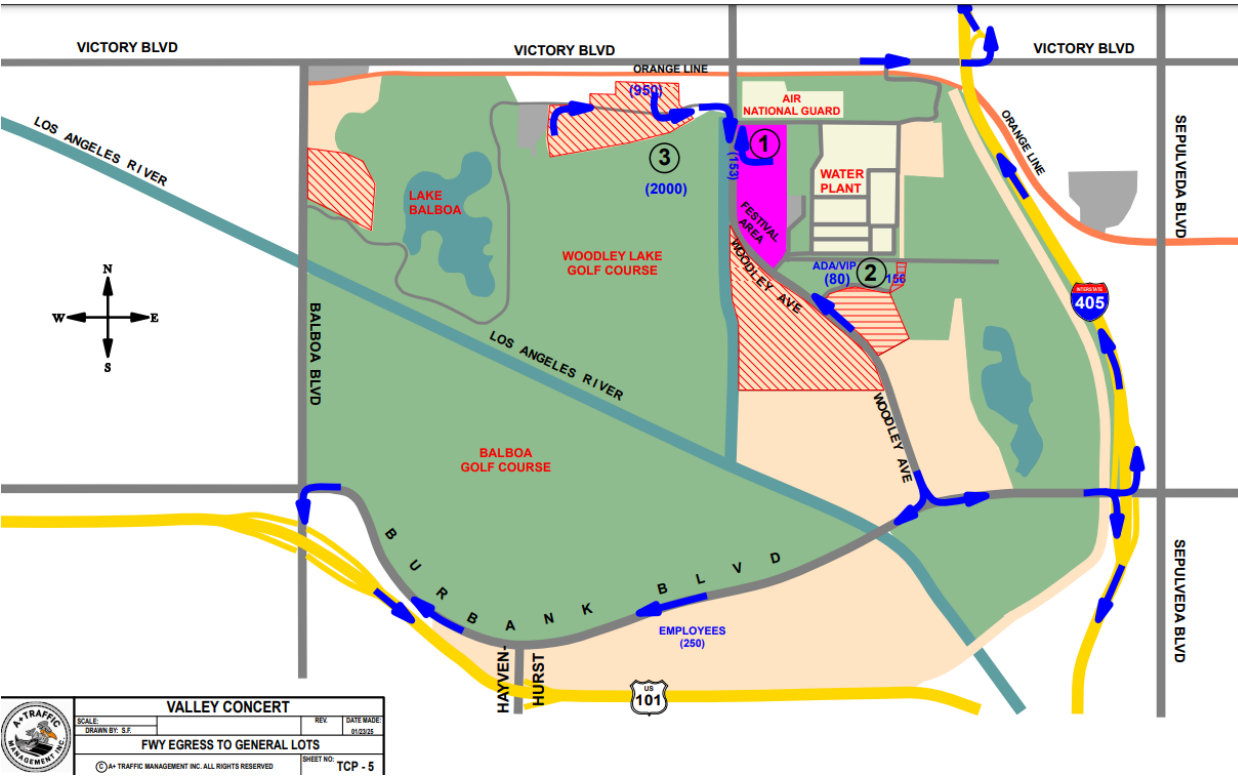
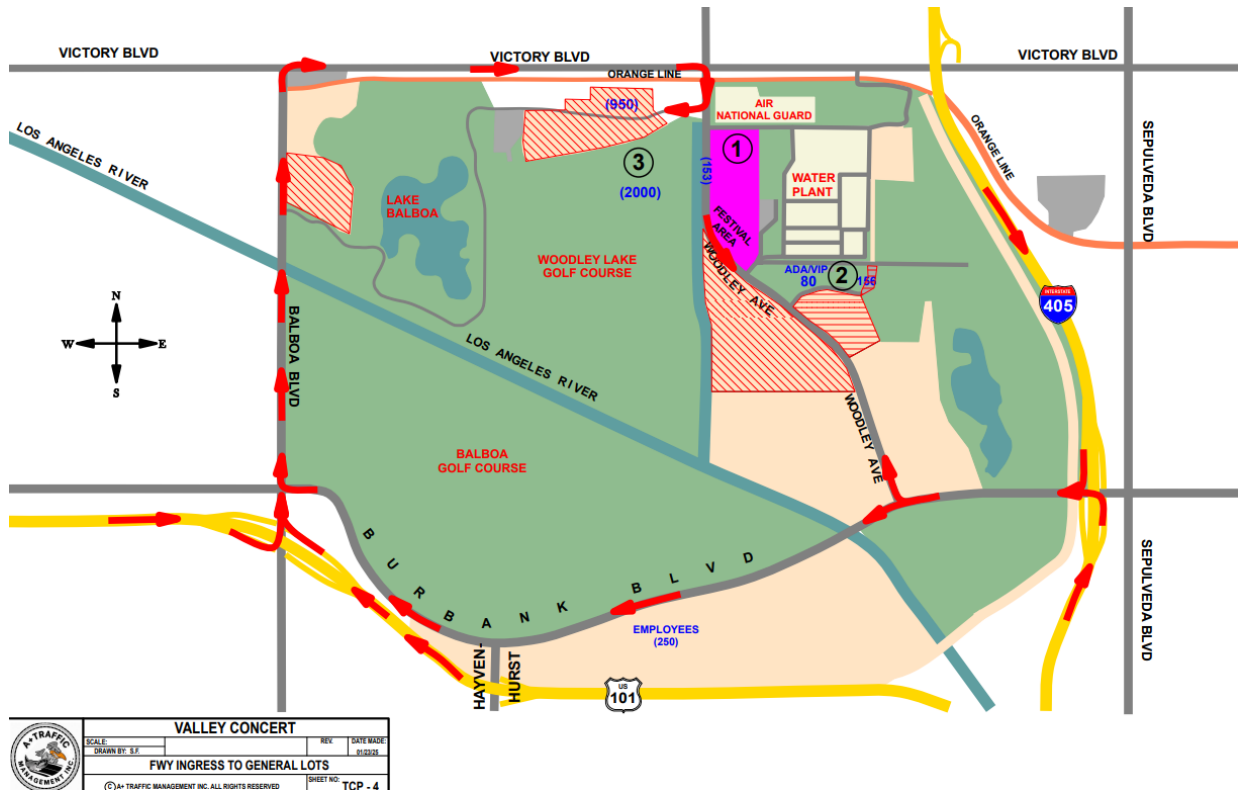
CITY TRAFFIC ENGINEER

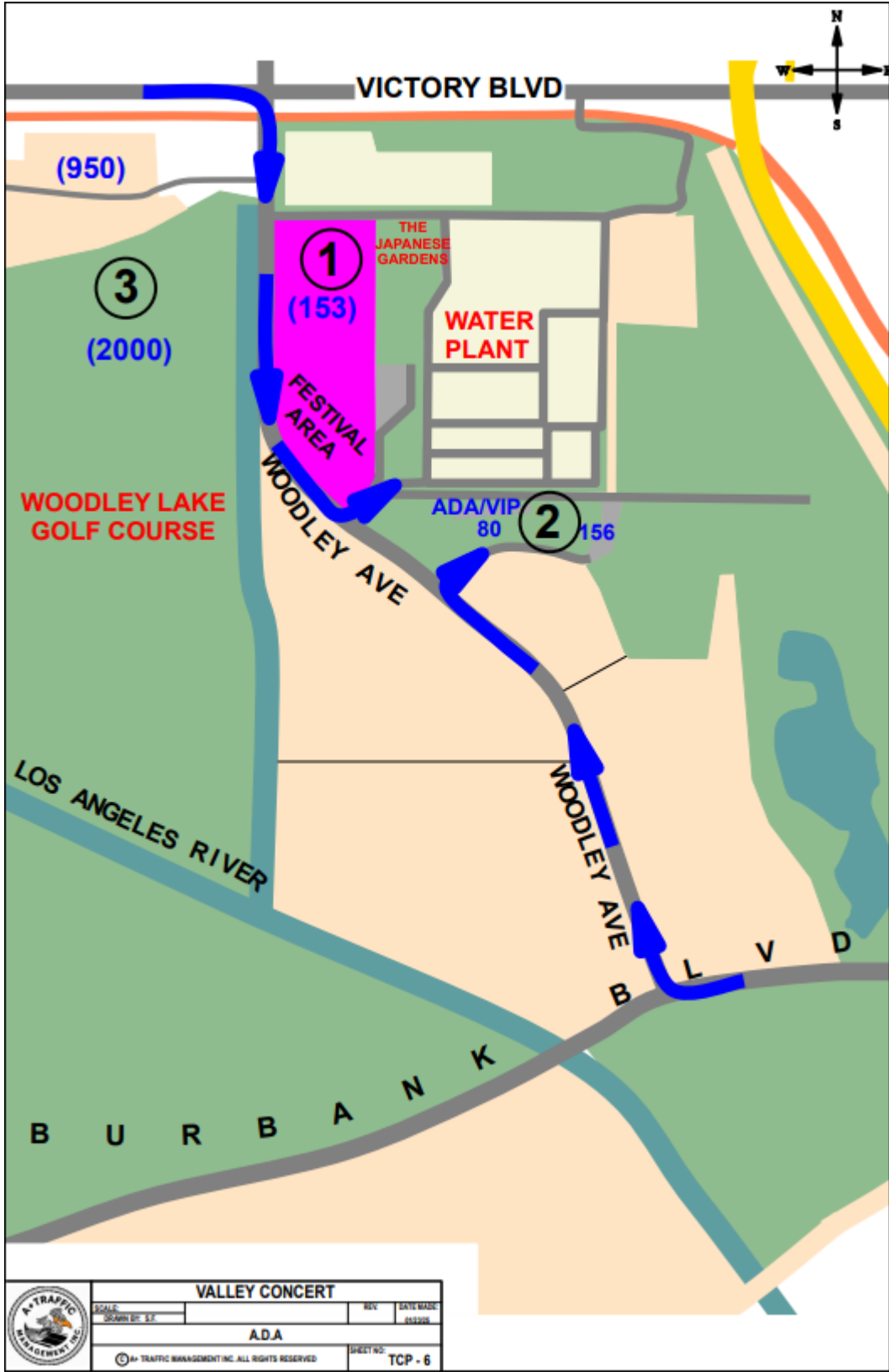


	<b>VALLEY CONCERT</b>		SCALE:	REV:	DATE MADE:
	D.O.T. LOCATIONS		DRAWN BY: LF	BY:	1/23/25
© A-TRAFFIC MANAGEMENT INC. ALL RIGHTS RESERVED		SHEET NO:		TCP - 2	

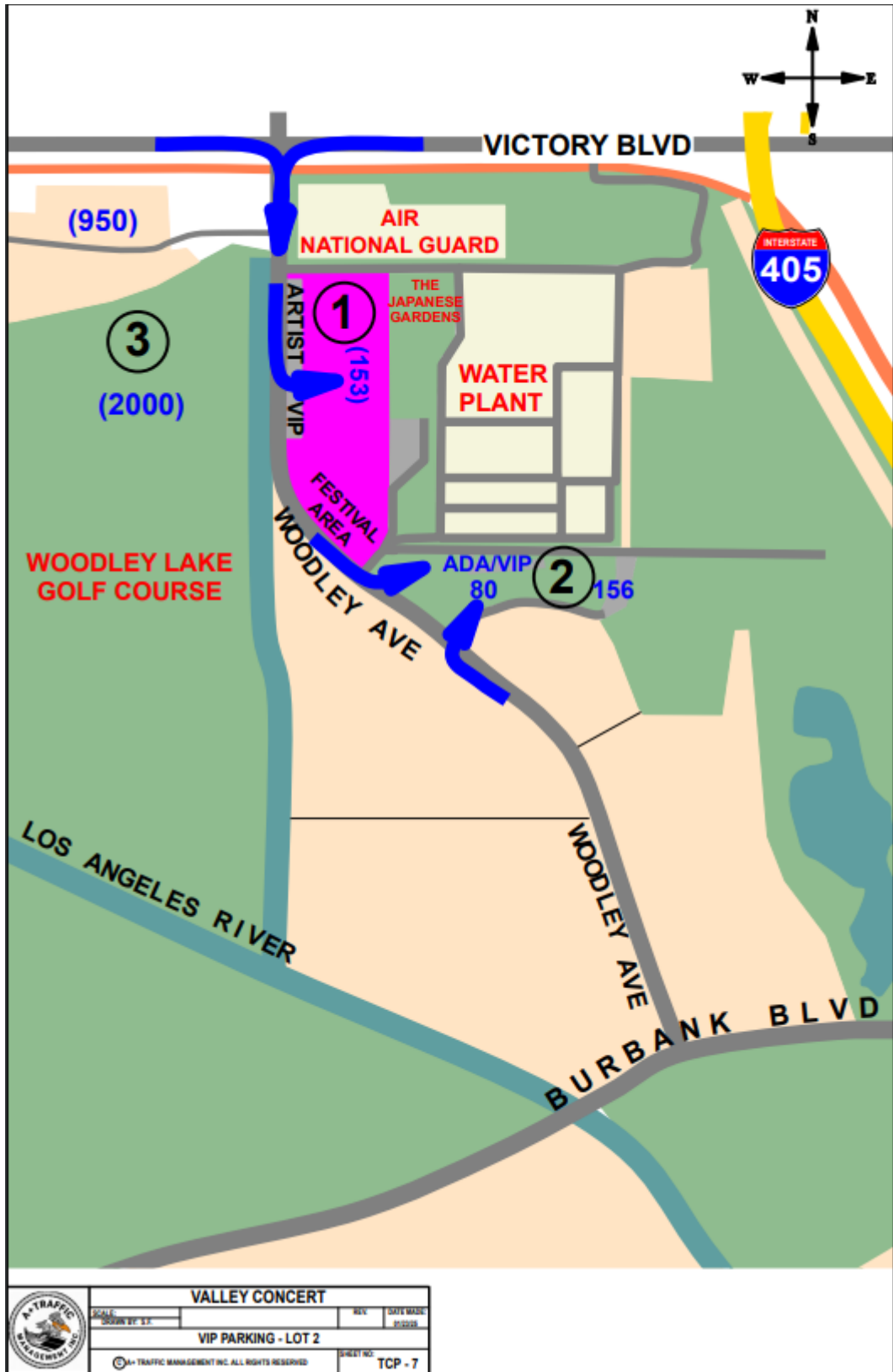


	<b>VALLEY CONCERT</b>		SCALE:	REV:	DATE MADE:
	WEEK AHEAD / DAY OF CMS		DRAWN BY: SF	BY:	1/23/25
© A-TRAFFIC MANAGEMENT INC. ALL RIGHTS RESERVED		SHEET NO:		TCP - 3	

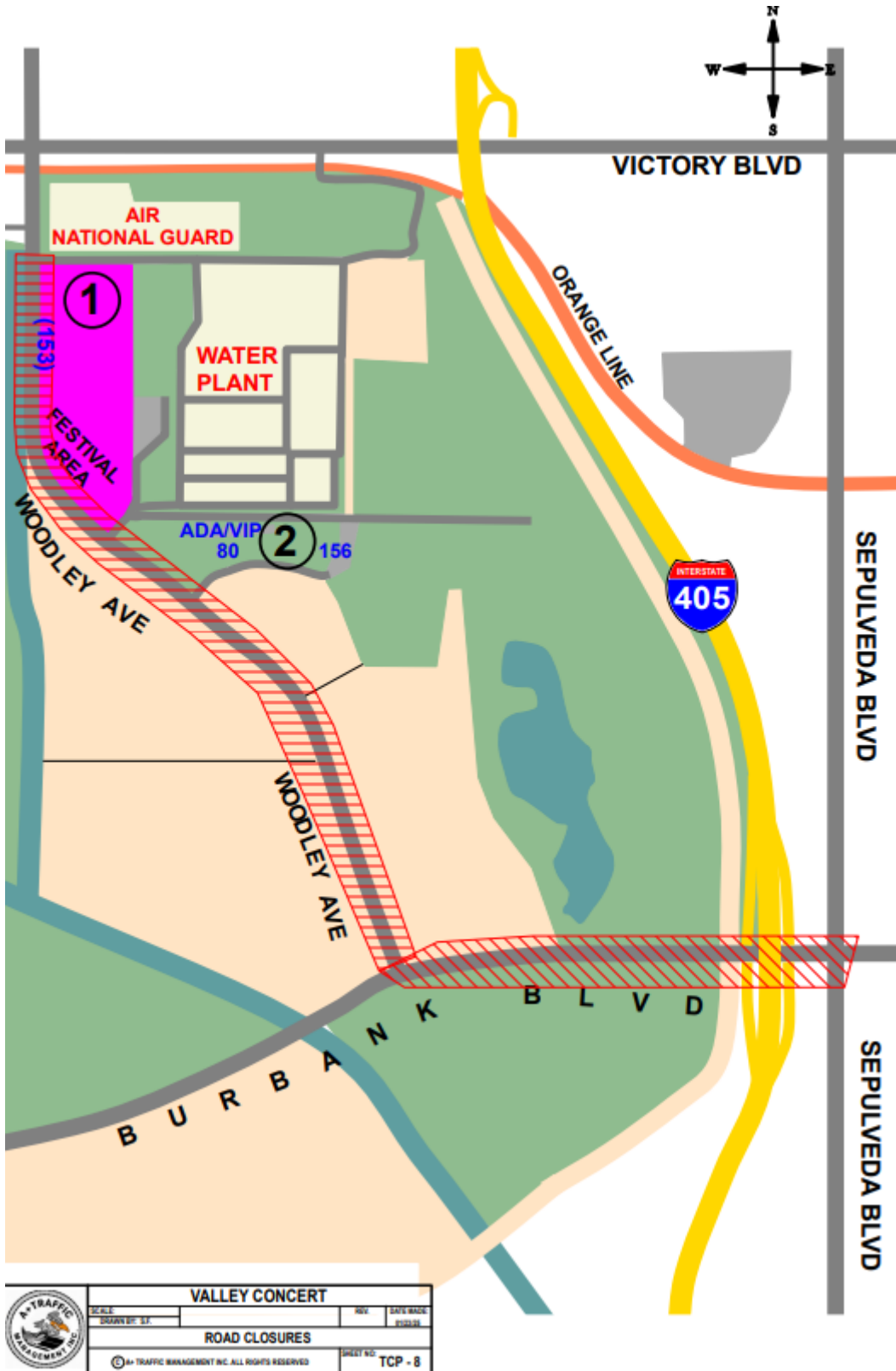


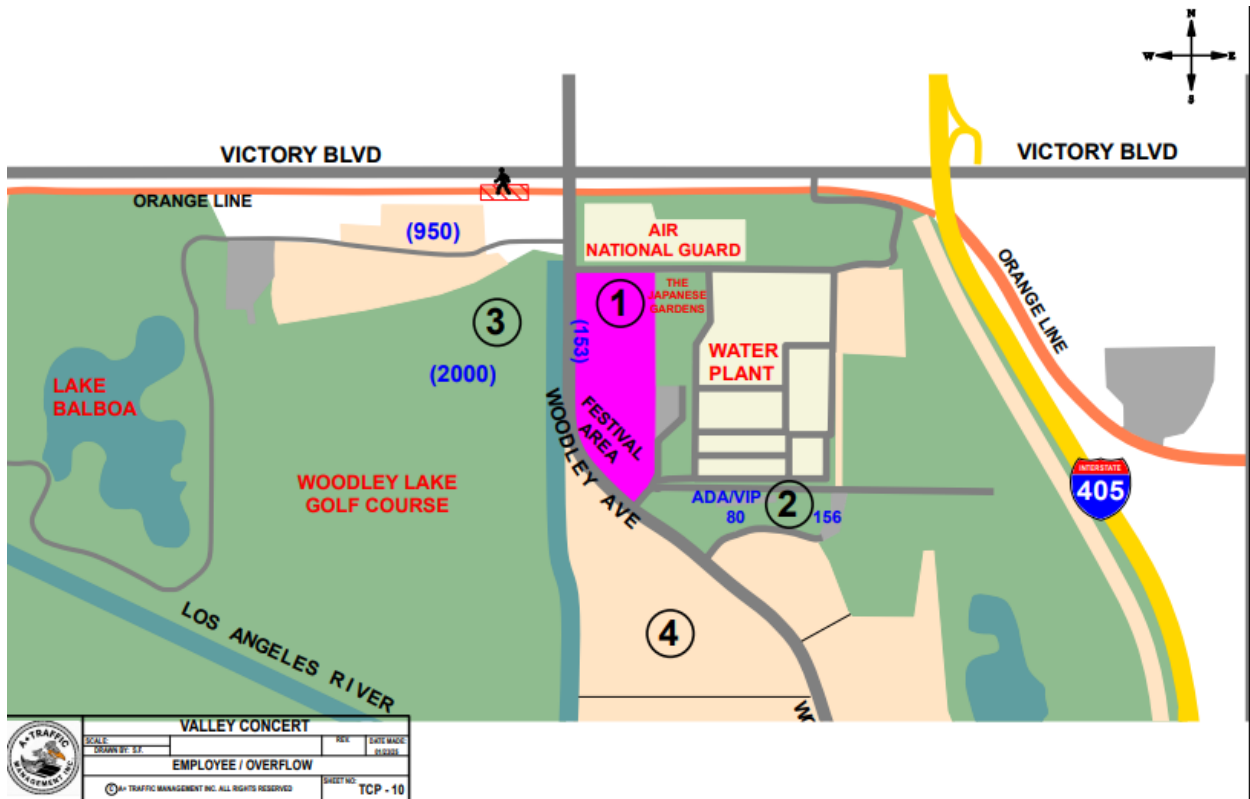












## EXHIBIT D

### Timeline

October 3: Fencing the park and sweeping it

October 4-5: No load in activity

October 6: Load in of heavy equipment: 7AM-7PM

October 10-October 12:

Doors open at 4PM

Music begins at 5PM

Event ends at 11PM

Doors close at midnight

October 15: Load out