



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

March 05, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 March 5, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE PROPOSED NAMING RIGHTS PLAN AT THE HOLLYWOOD BOWL IN
ACCORDANCE WITH THE 2004 LEASE AGREEMENT BETWEEN
THE LOS ANGELES PHILHARMONIC ASSOCIATION AND THE
DEPARTMENT OF PARKS AND RECREATION
(SUPERVISORIAL DISTRICT 3) (3 VOTES)**

SUBJECT

Request approval of a Naming Rights Plan that will grant the Los Angeles Philharmonic the right to name certain portions of the improvements at the Hollywood Bowl for major donors as stated in the Operating Lease approved on June 22, 2004, between the Los Angeles Philharmonic Association and the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Hollywood Bowl Naming Rights Plan is categorically exempt from the California Environmental Quality Act because the project involves installation of signage in a manner consistent with applicable Secretary of Interior Standards for the reasons stated herein and the reasons reflected in the record of the project.
2. Approve the Hollywood Bowl Naming Rights Plan as proposed by the Los Angeles Philharmonic Association, as provided in the resolution and instruct the Executive Officer of your Board to execute the resolution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Los Angeles Philharmonic Association (LAPA) the

right to name certain portions of the improvements on the property at the Hollywood Bowl (Bowl) for major donors as outlined in LAPA's Hollywood Bowl Naming Rights Plan (Plan) Attachment I.

The Plan will provide an important new contributed revenue source to ensure that the Bowl retains and expands its position as a major year-round cultural and educational resource, at a time of heightened competitive challenges.

This action is in accordance with requirements in the Operating Lease between the County of Los Angeles (County) and LAPA for operation of the Bowl which was approved by your Board on June 22, 2004, for a 30 year term. Section 2.5 of the Operating Lease grants LAPA the right to name certain portions of the improvements on the Bowl property for major donors pursuant to approval of a plan which has been submitted to and approved by your Board. The Operating Lease prohibits LAPA from placing the name of any person or entity on the Bowl shell or to describe the facility by any name other than the "Hollywood Bowl."

As defined in Section 2.5, all proceeds and interest from such a naming plan (a) shall be applied to activities of LAPA at the Bowl or (b) contributed to an endowment fund of LAPA, the income from which shall be applied to activities of LAPA at the Bowl or (c) applied in a manner set forth in the plan with respect to naming approved by your Board.

The Hollywood Bowl Naming Rights Plan includes proposed naming opportunities as identified in Enclosure A. Any donor signage will be in accordance with the current Hollywood Bowl Design Guidelines and County policy and subject to approval by the Department of Parks and Recreation.

Naming rights will be granted for specific periods of time as negotiated with donors with a maximum term guaranteed for the duration of LAPA's current lease agreement, June 30, 2034, with the County and may be extended through subsequent renewals of the lease, if any. In the event that the Lease agreement is terminated or not renewed at the end of its current term, funds remaining raised through the Hollywood Bowl Naming Rights Plan, if any, will be transferred to the LA County Parks Department to benefit the Hollywood Bowl.

Implementation of Strategic Plan Goals

The proposed recommendations will further the County's Strategic Plan Goals of Operational Effectiveness (Goal 1), by enriching the lives of Bowl patrons through new programs and infrastructures which will continue to allow the Bowl to be maintained as a state-of-the-art facility to the standards that will keep it competitive with other venues; Fiscal Sustainability (Goal 2), by increasing revenues to strengthen and enhance the County's capacity to sustain essential county services and Integrated Service Delivery (Goal 3) by enhancing recreational opportunities for residents and visitors of the County of Los Angeles.

FISCAL IMPACT/FINANCING

The recommended action will have no impact on the County's General Fund. In accordance with the Operating Lease, LAPA pays monthly rent which fully offsets County costs associated with the ongoing regular maintenance and operation of the Hollywood Bowl.

OPERATING BUDGET IMPACT

The recommended action will not impact the Department of Parks and Recreation's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 2.5 of Operating Lease Agreement 74998 between the County and LAPA grants LAPA the right to name certain portions of the improvements on the Hollywood Bowl property for major LAPA donors, but only pursuant to a plan which has been submitted to and approved by your Board. As stated in the Operating Agreement, the rights granted shall not permit LAPA to place the name of any person or entity on the Bowl shell or to describe the Property by any other name than the "Hollywood Bowl."

The County has established extensive precedents for naming rights in County Facilities including Descanso Gardens, the Music Center, the Natural History Museum and the Los Angeles County Museum of Art.

County Counsel has approved the attached resolution as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Hollywood Bowl Naming Rights Plan is categorically exempt from the California Environmental Quality Act (CEQA). The project, which includes installation of signage is within certain classes of project that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15311(a) and 15331 of the State CEQA Guidelines and Class 11(d) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed project consists of installation of signage in a manner consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for the Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995) Weeks and Grimmer.

The proposed Project includes no expansion of an existing use, and the proposed Project will not involve the removal of healthy, mature trees. Additionally, the proposed Project will not cause a substantial adverse change in the significance of a historic resource, the Project is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the proposed Project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The program is not anticipated to have a significant impact on services at the Bowl.

CONCLUSION

Please instruct the Executive Officer of the Board to forward three adopted copies of this letter to the Department of Parks and Recreation for distribution.

The Honorable Board of Supervisors

3/5/2013

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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney". The signature is fluid and cursive, with a prominent initial "R" and a long, sweeping underline.

RUSS GUINEY

Director

RG:HS:ET:cw

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**RESOLUTION TO APPROVE NAMING RIGHTS PLAN FOR LOS ANGELES
PHILHARMONIC ASSOCIATION AT THE HOLLYWOOD BOWL**

WHEREAS, Lease Agreement Number 74998, executed on June 22, 2004, between the County and the Los Angeles Philharmonic Association (LAPA) grants LAPA the right to name certain portions of improvements at the Hollywood Bowl for donors pursuant to a plan with respect thereto which has been submitted to and approved by the Board of Supervisors; and

WHEREAS, LAPA has submitted its proposed plan in accordance with the Agreement; and

WHEREAS, this program will generate new revenues for future Capital Projects and programs with all proceeds and interest from such a naming plan (a) applied to activities of LAPA at the Bowl, or (b) contributed to an endowment fund of LAPA, the income from which shall be applied to activities of LAPA at the Bowl; and

WHEREAS, in the event that the Lease agreement is terminated or not renewed at the end of its current term, funds remaining raised through the Hollywood Bowl Naming Rights Plan, if any, will be transferred to the Los Angeles County Department of Parks and Recreation to benefit the Hollywood Bowl

WHEREAS, these revenues will allow the Hollywood Bowl to retain and expand its position as a major year-round cultural and educational resource; and

WHEREAS, the proposed program is categorically exempt from the California Environmental Quality Act (CEQA); and


NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California as follows:

The Hollywood Bowl Naming Rights Plan, granting LAPA the right to name certain portions of the improvements for major donors on the property of the Hollywood Bowl as outlined in Attachment I "Los Angeles Philharmonic Association Hollywood Bowl Naming Rights Plan," is approved and accepted.

The foregoing resolution was on the 5th day of March, 2013, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.




SACHI A. HAMAI, Executive Officer-
Clerk of the Board of Supervisors
County of Los Angeles

By 
Deputy

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By 
Christina A. Salseda
Principal Deputy Counsel



**Los Angeles Philharmonic Association
Hollywood Bowl Naming Rights Plan
February 2013**

INTRODUCTION

Through a unique public/private partnership between the Los Angeles Philharmonic Association (LAPA) and the County of Los Angeles (County), the Hollywood Bowl has grown into the premier outdoor concert venue in the United States. Over the course of the previous and current lease agreements, the Hollywood Bowl has become an internationally-recognized outdoor venue featuring the most-attended orchestral concerts in the country as well as jazz, rock, musical theater, and world music events.

The expenses incurred in operating an enterprise of the Hollywood Bowl's scale and stature are considerable. In order to maintain the facility and expand its capacity to serve future generations, LAPA plans to invest in extensive capital improvement projects and program enhancements in the coming years.

The Hollywood Bowl Naming Rights Plan described below will build on the County and LAPA'S successful partnership and ensure that the Bowl continues to present high quality concerts and provide educational programming for more than one million visitors each year.

Funds secured through the Naming Rights Plan will provide an important new contributed revenue source to ensure that the Hollywood Bowl retains and expands its position as a major year-round cultural and educational resource at a time of heightened competitive challenges. In the coming years, top-tier venues such as the Rose Bowl, the Forum, and the Coliseum are expected to invest hundreds of millions of dollars in renovations. The Hollywood Bowl must keep pace in order to remain vibrant and a venue of choice for the world's foremost artists and for future generations of County audiences.

LEASE AGREEMENT

The Hollywood Bowl Naming Rights Plan will follow the parameters set out in the 2004 Hollywood Bowl Lease Agreement:

2.5 Naming Rights

County hereby grants to LAPA the right to name certain portions of the Improvements for major donors to LAPA, but only pursuant to a plan with respect thereto which has been submitted to and approved by the Board of Supervisors. All proceeds and interest from such a naming plan (a) shall be applied to activities of LAPA at the Bowl or (b) contributed to an endowment fund of LAPA, the income from which shall be applied to activities of LAPA at the Bowl or (c) applied in a manner set forth in the plan with respect to naming approved by the Board of Supervisors. The rights granted by this Section shall not permit LAPA to place the name of any person or entity on the Bowl shell or to describe the Property by any other name than the "Hollywood Bowl."

NAMING RIGHTS

The Naming Rights Plan is a campaign to raise funds for Hollywood Bowl capital improvements and activities of LAPA at the Bowl from a select group of corporate, foundation, high-net-worth individuals, and other supporters. A Naming Rights donor will receive recognition for his/her gift at one or more specified sites inside the Hollywood Bowl. The amount of a gift required to secure naming rights is relative to the size, scale, and visibility of the space to be named, along with the costs of any planned capital improvement. A partial, sample list of premier naming opportunities is included as Attachment A: Sample Naming Opportunities. Additional, modest naming opportunities may be developed to recognize gifts in the five-figure range. As outlined in the Lease, naming rights will not extend to the "Hollywood Bowl" itself or to the Bowl shell.

USE OF FUNDS

All funds raised through the Hollywood Bowl Naming Rights Plan will be reserved for Hollywood Bowl-related expenses exclusively and will be held in a separate account for that purpose. LAPA intends to invest funds raised through this Naming Rights Plan into supporting venue improvements at the Hollywood Bowl. As with all building and renovation projects at the Hollywood Bowl, any such projects funded under this Plan will require approval of the Hollywood Bowl Executive Committee, which is comprised of representatives of the Department of Parks and Recreation, the Third Supervisorial District, and LAPA. In addition, proceeds and interest from the Naming Rights Plan will be applied to activities of LAPA at the Bowl such as operations, education, maintenance, audience development, technology, programming and/or program enhancements. In the event that the Lease agreement is terminated or not renewed at the end of its current term, funds remaining raised through the Hollywood Bowl Naming Rights Plan, if any, will be transferred to the LA County Parks Department to benefit the Hollywood Bowl.

TERM LENGTHS

Naming Rights will be granted for specific periods of time as negotiated with donors on a case-by-case basis. The maximum term guaranteed will be for the duration of LAPA's current lease agreement with the County. Naming rights may be extended through subsequent renewals of the lease, but would cease if the lease is terminated or not renewed at the end of its current term, and all such rights would revert to the County.

DONOR RECOGNITION

Donor recognition via signage will be in accordance with the existing signage approval process between LAPA and the Los Angeles County Department of Parks and Recreation. Recognition furthermore is subject to the extensive guidelines established by the Parks Department in July 2003 in its document entitled "Hollywood Bowl Design Guidelines." The Parks Department will have final approval over the placement of signs at the Hollywood Bowl.

PROSPECTIVE DONORS

LAPA will identify and solicit a select group of prospective donors, often in one-on-one meetings and through tailored written proposals. Prospects will include corporations, foundations, high-net-worth individuals, and other supporters drawn from LAPA's Board of Directors and its network of more than 20,000 donors and subscribers, as well as other interested parties throughout the community.

The total number of donors to be solicited will depend on the success of the campaign and the size of gifts received. LAPA anticipates soliciting, but is not limited to soliciting, approximately 100 individuals, corporations, and foundations.

A sample pledge agreement is included as Attachment B, "Sample Pledge Agreement."

ADHERENCE TO COUNTY POLICIES

LAPA will grant Naming Rights in compliance with LA County policy and ordinances governing County Parks.

TIMELINE

The Plan will commence pending approval of the Board of Supervisors and is expected to continue for several years in advance of the Hollywood Bowl's centennial in 2021.

ATTACHMENT A

SAMPLE NAMING OPPORTUNITIES

Artists' Wing: Artists' entrance to dressing room area

Box Office Plaza: Area of main Box Office and The Bowl Store

Main Gate: Next to Box Office

Stage: Main stage

West Gate: West Gate entrance

West Gate Hall: Area around restrooms by West Gate

Museum Patio: Covered patio next to Bowl Museum

Treetop View: Proposed Treetop Restaurant above existing refreshments stand and Bowl Store on upper pathway to bench seats

Wine Bar: Near East Gate, to be completed Spring '13

Bowl Store: Current store at Box Office Plaza

Popcorn Stand: Near East Gate, to be completed Spring '13

West Gate Floor: Floor area at West Gate bordered by Artists' Wing

Mid Gate: Mid Gate at east end of underground (Platinum) parking area

Terrace: Stage right

Conductor's Suite: in Artists' wing

Volunteer Cottage

Box Office Terrace: Area above Box Office

ATTACHMENT B

SAMPLE PLEDGE AGREEMENT

I, [DONOR NAME], hereby pledge to the Los Angeles Philharmonic Association (LAPA; Federal Tax ID #: 95-1696734) a gift of [GIFT AMOUNT]. This gift is made in consideration of the naming of _____ at the Hollywood Bowl as follows _____.

This gift is designated for A) Hollywood Bowl capital expenditures and/or B) activities of LAPA at the Hollywood Bowl such as operations, education, maintenance, audience development, technology, programming and/or program enhancements. LAPA will invest contributed funds in a designated account reserved exclusively for Hollywood Bowl related expenses. LAPA management will determine which Hollywood Bowl activities will be selected for funding, and the pledge will be restricted to LAPA for use at the Hollywood Bowl. Any naming rights associated with this gift are guaranteed for the duration of LAPA's current Hollywood Bowl lease agreement with the County and may be extended through subsequent renewals of the lease. In the event that the Lease agreement is terminated or not renewed at the end of its current term, funds remaining raised through the Hollywood Bowl Naming Rights Plan, if any, will be transferred to the LA County Parks Department to benefit the Hollywood Bowl

The Donor will make contributions by September 30 of each year according to the following schedule:

[PAYMENT SCHEDULE]

I understand that any scheduled payment can be prepaid.

I acknowledge that this gift is made in consideration of the gifts of others and that LAPA, in reliance of the gift, is undertaking obligations to its detriment and therefore intends the gift to be irrevocable and enforceable.

Signature: _____ Date: _____