

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

EDWARD YEN
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
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MEMBERS OF THE BOARD

HILDA L. SOLIS

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LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

May 19, 2026

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

Dear Supervisors:

**SENATE BILL 96
HISTORIC VENUE RESTORATION AND RESILIENCY ACT
ESTABLISH INTEREST-BEARING ACCOUNT
AND DELEGATE AUTHORITY FOR USE OF FUNDS AND AGREEMENT
(SUPERVISORIAL DISTRICT 2) (4-VOTES)**

SUBJECT

The Executive Office is requesting Board of Supervisors (Board) approval to implement Senate Bill (SB) 96, the Historic Venue Restoration and Resiliency Act, by authorizing the Auditor-Controller to establish an interest-bearing trust account for the deposit and use of SB 96 funds transmitted to the County related to qualified events at the Los Angeles Memorial Coliseum (Coliseum), and by delegating authority to the Executive Officer of the Board of Supervisors to execute the three-party Funding Agreement by and among the County of Los Angeles, the Los Angeles Memorial Coliseum Commission (LAMCC), and the University of Southern California (USC), subject to approval as to form by County Counsel.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve and authorize the Auditor-Controller to establish an interest-bearing account for the deposit and use of SB 96 collected funds for the Coliseum.

3. Delegate authority to the Executive Officer of the Board of Supervisors to execute the Funding Agreement, provided in Attachment I, by and among the County of Los Angeles, LAMCC, and USC, subject to approval as to form by County Counsel.
4. Delegate authority to the Executive Officer of the Board of Supervisors to execute amendments to the Funding Agreement to add, delete, and/or change certain terms and conditions as required under federal or State law or regulation, County policy, the Board, and/or Chief Executive Office (CEO), subject to approval as to form by County Counsel.
5. Delegate authority to the Executive Officer of the Board of Supervisors to terminate the Funding Agreement when such action is deemed by the Executive Office (EO), in its sole discretion, to be in the County's best interest, and subject to prior review and approval by County Counsel

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

SB 96, also known as the Historic Venue Restoration and Resiliency Act, requires that Sales and Use Tax returns filed with the California Department of Tax and Fee Administration report the gross receipts for sales tax purposes to segregate taxable sales made at a qualified event at a historic venue. A portion of gross sales generated by historic venues are to be reinvested back into the sites for restoration, maintenance, and various other improvements.

Approval of the recommended actions will allow the County, through the Funding Agreement, to utilize SB 96 funds associated with qualified events at the Coliseum for projects and improvements at the Coliseum, furthering its long-standing partnership with USC. The funds will address critical needs including deferred maintenance, historic preservation, sustainability, visitor health and safety, accessibility, and a universal design approach that emphasizes equitable use and fosters inclusivity. These improvements will enhance the visitor experience for a broad, diverse community that attends events and visits the facility's public spaces.

The LAMCC is the governmental entity created by a Joint Powers Agreement among the City of Los Angeles, the County of Los Angeles, and the State of California. LAMCC holds ground leases with the State of California for the Coliseum and the Los Angeles Memorial Sports Arena properties. The Coliseum qualifies as a historic venue under SB 96 because it includes a structure built in 1923, has continuously hosted live, ticketed public events for more than 100 years, and has a fixed seating capacity of at least 77,000. LAMCC leases the Coliseum to USC pursuant to the Second Amendment to Lease and Agreement dated July 29, 2013, as amended.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan by advancing North Star 2, Foster vibrant and resilient communities, by investing in public spaces that are welcoming, accessible, and promote community connection and access to opportunities, and by advancing North Star 3, Realize tomorrow's government today, through flexible and efficient physical infrastructure improvements.

FISCAL IMPACT/FINANCING

In accordance with SB 96, beginning January 1, 2025, the State Controller will transmit moneys from the Historic Venue Restoration and Resiliency Fund to the County in an amount that is proportional to gross receipts derived from qualified events at the Coliseum. Pursuant to the Funding Agreement, the County will transmit those funds to the LAMCC. The LAMCC will utilize SB 96 funds associated with qualified events at the Coliseum for allowable purposes and will reimburse USC for eligible projects and improvements pursuant to the executed Funding Agreement.

All funds transmitted by the State Controller and interest generated thereby will be held in a newly established interest-bearing trust account and will be used for allowable expenditures. SB 96, which has financial reporting to the Department of Finance requirements, ends July 2030.

There is no net County cost impact. Expenditures will not exceed SB 96 funding transmitted by the State Controller plus earned interest, and the funds will be used only for allowable purposes consistent with SB 96 and the Funding Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 8, 2023, Governor Newsom approved SB 96, which allows for a portion of gross sales generated by historic venues during a qualified event (i.e. a live event at a historic venue to which tickets are offered to the public) to be reinvested back into those sites for restoration, maintenance, and various other improvements. SB 96 creates the Historic Venue Restoration and Resiliency Fund, from which these appropriated monies will be deposited and then distributed to the cities and counties. SB 96 became effective January 2024 and will sunset July 2030.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b)(5) of the State CEQA Guidelines. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government

The Honorable Board of Supervisors
May 19, 2026
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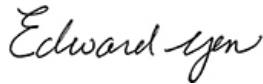
Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the County will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

CONCLUSION

Upon approval, copies of this Board letter shall be transmitted to the Auditor-Controller.

Sincerely,



Edward Yen
Executive Officer

EY:SH:KJ:ak

Attachment

c: Chief Executive Officer
County Counsel
Auditor-Controller

**FUNDING AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
LOS ANGELES MEMORIAL COLISEUM COMMISSION
AND
UNIVERSITY OF SOUTHERN CALIFORNIA**

This Funding Agreement ("**Agreement**") is entered into by and among the County of Los Angeles, a body corporate and politic, and a subdivision of the State of California ("**County**"), the Los Angeles Memorial Coliseum Commission, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code ("**LAMCC**"), and the University of Southern California, California nonprofit public benefit corporation ("**USC**"). The County, LAMCC, and USC are jointly referred to herein as the "Parties," and individually as a "Party."

WHEREAS, Senate Bill 96 ("**SB 96**"), also known as the Historic Venue Restoration and Resiliency Act, allows for a portion of gross sales generated by historic venues during a qualified event to be reinvested into those sites for restoration, maintenance and various other improvements;

WHEREAS, SB 96 creates the Historic Venue Restoration and Resiliency Fund ("**Fund**"), from which these appropriated monies will be deposited and then distributed to the cities and counties where the historic venues are located;

WHEREAS, the Los Angeles Memorial Coliseum ("**Coliseum**") has been confirmed as a historic venue as defined by SB 96 as it contains a structure built in 1923, is a site continuously used for live, ticketed, public events for more than 100 years, has a total fixed seating capacity of at least 77,000 people, and is owned by the State and ground leased to LAMCC, a Joint Powers Authority consisting of the State of California, the County of Los Angeles and the City of Los Angeles. LAMCC leases the Coliseum to USC pursuant to the Second Amendment to Lease and Agreement, dated July 29, 2013, as amended (the "Coliseum Lease");

WHEREAS, on _____, 2026, the County Board of Supervisors ("**Board**") authorized the County Auditor-Controller ("**Auditor-Controller**") to establish an interest-bearing account for the deposit and use of SB 96 funds for the Coliseum, and delegated authority to the Executive Officer of the Board to execute this Agreement with LAMCC and USC, subject to approval as to form by County Counsel, to direct and approve the use of SB 96 collected funds from the Coliseum for any purpose permitted by SB 96;

WHEREAS, on November 6, 2025, LAMCC delegated authority to the Chief Administrative Officer to execute the funding agreement and to take any other actions necessary to effectuate the terms the funding agreement or implement the Act, including but not limited to executing any ancillary documentation, subject to approval as to form by Commission Counsel, to direct and approve the use of SB 96 collected funds from the Coliseum for any purpose permitted by SB 96;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties agree as follows:

1. **APPROVED FUNDING.** Beginning January 1, 2025, the State Controller will transmit, as promptly as feasible, the money in the Fund, to the County in an amount that is proportional to gross receipts derived from qualified events at the Coliseum.

The Auditor-Controller will establish a new interest-bearing trust account for the deposit and use of SB 96 funds and all funds transmitted by the State Controller and interest generated thereby will be held in the newly established interest-bearing trust account and will be distributed to LAMCC for allowable expenditures for projects and improvements at the Coliseum.

- i) LAMCC agrees to expend the SB 96 funds received from the Auditor Controller and exclusively use the SB 96 funds to reimburse USC only for the following allowable purposes:
 - (1) Capital infrastructure improvements and preservation of a confirmed historic venue.
 - (2) Preventive maintenance of a confirmed historic venue related to patron safety.
 - (3) Technological improvements at a confirmed historic venue.
 - (4) Security enhancements at a confirmed historic venue.
 - (5) Bringing a confirmed historic venue into compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.).
 - (6) Energy efficiency improvements at a confirmed historic venue.
 - (7) Upgrades related to implementation of federal and state policies at a confirmed historic venue.
- ii) The Parties agree that SB 96 funds will not be used for any purpose other than the purposes provided in Section 1.i)(1)-(7).
- iii) USC may prepare and submit on an annual basis a list of proposed projects and improvements at the Coliseum for review and approval by LAMCC. Said list must describe each proposed project, the estimated improvement costs, and the intended time frame for commencement and completion of each proposed project. Notwithstanding anything herein to the contrary, implementation of the approved projects and improvements are subject to available funding.
- iv) Prior to the commencement of any construction, USC must obtain LAMCC's written approval of all plans, specifications, and construction cost estimates, using a minimum of three bids or proposals, for the improvements to be constructed at the Coliseum. No modification of said plans, specifications, or improvements, including landscaping, will be made by USC without prior approval thereof by LAMCC.
- v) USC will submit an invoice to LAMCC for payment of allowable expenditures

as set forth in Section 1(i) above. Regardless of invoice amounts, payment of allowable expenditures is subject to sufficient SB 96 funds being available in the County's trust fund. The County and LAMCC will have no responsibility or liability for any costs or expenditures that exceed available amounts in the County's trust fund.

2. **TERM.** The term of the Agreement will commence upon the Effective Date of this Agreement (per Section 17 below) and terminate when SB 96 sunsets on July 1, 2030, or upon the final disbursement of SB 96 funds, whichever is later, unless terminated earlier as provided herein or otherwise agreed to by the Parties in writing.
3. **REPORTING AND RECORD ACCESS.** USC shall provide an expenditure report to LAMCC and Auditor-Controller on a bi-annual basis describing the use of the SB 96 funds. USC agrees to maintain financial accounts, documents, and records consistent with Generally Accepted Accounting Principles as prescribed by the Governmental Accounting Standards Board and to make them available to LAMCC and the County for inspection. USC also agrees to retain such financial accounts, documents, and records in compliance with the approved records retention policy of USC.

The bi-annual expenditure reports will be sent by USC to:

Al Naipo, Chief Administrative Officer
Los Angeles Memorial Coliseum Commission
500 W. Temple Street, Suite 383
Los Angeles, CA 90012
(213) 893-0202
coliseumcommission@bos.lacounty.gov

Elaine Wu
Los Angeles County Auditor Controller
500 W. Temple Street, Room 603
Los Angeles, CA 90012
EWu@auditor.lacounty.gov

Should USC fail to timely submit such reports and/or if USC submits an incomplete report, in LAMCC's and County's reasonable determination, LAMCC and County may cease disbursement of future funds until the complete forms are received and approved by LAMCC and County.

USC will provide the County's Auditor-Controller, within one hundred twenty (120) days after the end of USC's fiscal year, a report itemizing actual expenditures funded by the funds received pursuant to this Agreement.

4. **AUDIT.** At any time during this Agreement or at any time within five (5) years after the final payment under this Agreement, authorized representatives of the County or LAMCC may conduct audits of USC's records to verify that the funds were used for the purpose specified in SB 96 and this Agreement.

USC will reimburse LAMCC and/or County, as applicable, for any expenditure not in compliance with SB 96 and this Agreement. When audit findings require USC to return monies, USC shall return such monies within thirty (30) days after the final audit is sent to USC. When audit findings show that USC is owed monies, LAMCC shall pay to USC such monies within thirty (30) days after the final audit is sent to USC. Notwithstanding the foregoing, LAMCC and USC agree that any liability of LAMCC shall be limited to the payment of SB 96 funds in the LAMCC's actual possession. Any contracts entered, or other obligations or liabilities incurred by USC in connection with the activities provided for hereunder or otherwise relating to this Agreement shall be the sole responsibility of USC, and the County and LAMCC shall have no responsibility or liability whatsoever thereunder.

In addition to LAMCC's and County's other remedies, LAMCC shall withhold funds, if the audit determines that USC and/or its contractors failed to comply with this Agreement (such as misusing funds or failure to return funds owed to LAMCC and County in accordance with audit findings) and/or is severely out of compliance with other terms and conditions of this Agreement.

Notwithstanding anything herein to the contrary, USC shall have the right to challenge any findings of an audit, and all audits shall be subject to the dispute resolution process set forth in Section 8 below.

This Section 4, Audit shall survive the termination and term of this Agreement.

5. **PUBLIC ENTITY INDEMNIFICATION.** In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to this Agreement, as defined by California Government Code section 895, LAMCC and the County (each, a "**Public Entity Party**") as between themselves, pursuant to the authorization contained in California Government sections 895.4 and 895.6, will each assume the full liability that would be imposed upon it, or any of its officers, agents or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such a liability would be imposed in the absence of California Government Code section 895.2. To achieve the above-stated purpose, each Public Entity Party indemnifies and holds harmless the other Public Entity Party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of California Government Code section 895.2. The Parties agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The provisions of California Civil Code section 2778 are made hereof as if fully set forth. The indemnity obligations in this Section shall survive the termination and term of this Agreement.
6. **USC INDEMNIFICATION.** Except for the gross negligence or willful misconduct of, or breach of this Agreement by LAMCC and County (collectively, "**Indemnitees**"), USC undertakes and agrees to defend, indemnify, and hold harmless Indemnitees from and against all suits and causes of action, claims, writs, losses, demands and

expenses, including, but not limited to, reasonable attorney's fees and costs of litigation, damage or liability of any nature whatsoever, arising in any manner by reason of or incident to the performance of this Agreement or the individual improvements or projects funded by this Agreement. USC shall pay immediately upon the Indemnitees' demand any amounts owing under this indemnity. The duty of USC to indemnify includes the duty to defend the Indemnitees or, at the Indemnitees' choosing, to pay the Indemnitee's, costs of its defense in any court action, administrative action, or other proceeding brought by any third party arising from this Agreement or any related projects or improvements. The Indemnitees may make all reasonable decisions with respect to its representation in any legal proceeding, including, but not limited to, the selection of attorney(s). USC's duty to indemnify the Indemnitees shall survive the termination and term of this Agreement.

7. **AMENDMENTS.** Except as otherwise provided herein, any amendment(s) to this Agreement shall be at the mutual consent of the County and LAMCC and USC and shall be executed by an authorized designee of the County and LAMCC and USC, and approved as to form by County Counsel and Commission Counsel.

8. **DISPUTE RESOLUTION.** Whenever the parties disagree as to any matter governed by this Agreement, the dispute resolution process set forth in this Section shall govern. Until the dispute is resolved or unless this Agreement is terminated by its terms, USC shall repay the SB 96 funds, accrued interest, and all reasonable LAMCC and County costs of collection to each respective Party as set forth in this Agreement.

If after thirty (30) days, the Parties cannot resolve any dispute, either Party may give the other Party a written request for a meeting between the parties' representatives for the purpose of resolving a disagreement between the Parties. If such a meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.

9. **ASSIGNMENTS.** USC shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void.

10. **NOTICES AND APPROVALS.** All notices and approvals shall be directed to and made by the following representatives of the Parties via overnight delivery through a reputable service (e.g., FedEx or UPS) with a copy sent to the e-mail address provided below:

Elaine Wu
Los Angeles County Auditor Controller
500 W. Temple Street, Room 603
Los Angeles, CA 90012
EWu@auditor.lacounty.gov

Al Naipo, Chief Administrative Officer
Los Angeles Memorial Coliseum Commission
500 W. Temple Street, Suite 383
Los Angeles, CA 90012
(213) 893-0202
coliseumcommission@bos.lacounty.gov

Dan Stimmler
Vice President of Auxiliary Services and Memorial Coliseum COO
840 Childs Way, BKS 400
Los Angeles, California 90089
stimmler@usc.edu

11. **TERMINATION FOR DEFAULT.** This Agreement may be terminated immediately, in whole or in part, by the County or LAMCC by providing to USC a written Notice of Default if 1) USC fails to perform any other covenant or conditions of this Agreement or 2) USC misuses the funds. In its sole discretion, the County or LAMCC may include in the Notice of Default a period for USC to cure the default(s).
12. **TERMINATION FOR CONVENIENCE.** This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County or LAMCC, in their sole discretion, to be in their best interest. Termination of work hereunder will be effected by Notice of Termination to USC specifying the extent to which performance of work is terminated, the date upon which such termination becomes effective, and any other necessary requirements or actions to be taken by USC to effectuate said termination. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent. After receipt of a Notice of Termination and except as otherwise directed by the County, USC must stop work under this Agreement on the date and to the extent specified in such notice and take any further action as specified in the notice required by the termination.
13. **SEVERABILITY.** If any provision of this Agreement, or the application thereof, is held to be invalid, then that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire and complete understanding of the Parties with respect to the funding provided to LAMCC and USC and terms set forth in this Agreement.
15. **COMPLIANCE WITH LAW.** Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that no provision of this Agreement shall require any Party to violate any applicable statute, rule of law or regulation.
16. **AUTHORIZED AND ELECTRONIC SIGNATURES.** The Parties to this Agreement

represent that the signatories executing this document are fully authorized to enter into this Agreement and bind the respective Parties. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

17. **COUNTERPARTS.** This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.
18. **EFFECTIVE DATE.** After the Agreement has been executed by LAMCC and USC's authorized representatives, the effective date of the Agreement shall be the date that the Agreement is fully executed by the County.
19. **GOVERNING LAW.** This Agreement is governed by and shall be interpreted in accordance with the Laws of California. The parties agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

[Signatures on the following page]

IN WITNESS WHEREOF, LAMCC and USC have executed this Agreement, or caused it to be duly executed by its authorized representatives, and the County of Los Angeles by order of its Board of Supervisors, has delegated the Executive Officer, or designee, the authority to execute this Agreement on its behalf on the date and year written below.

UNIVERSITY OF SOUTHERN CALIFORNIA

COUNTY OF LOS ANGELES

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

USC COUNSEL

DAWYN R. HARRISON
County Counsel

By: _____

By: _____
Principal Deputy County Counsel

LAMCC:
Los Angeles Memorial Coliseum
Commission

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Commission Counsel