

STAFF REPORT



PARKS AND RECREATION

DATE: October 4, 2023

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Park, Recreation and Community Services Director
By: Grace Coronado, Administrative Officer

SUBJECT: Burbank Center Stage Facility – Interviews of Proposers and Approval to Commence Negotiations with an Operator for the Sublease, Management, and Operation of the Burbank Center Stage Facility

RECOMMENDATION

Review presentations and conduct interviews of all Burbank Center Stage (BCS) proposers and direct staff to commence negotiations with a City Council (Council) selected Operator for the Sublease, Management, and Operations of the BCS facility.

BACKGROUND

The BCS facility, located at 555 North Third Street, was developed in conjunction with the Burbank Town Center Mall (Mall) and is a vibrant center for educational, cultural, social, and recreational activities for the public. Offering opportunities for civic engagement, it has the potential to increase the quality of life and community cohesion in Burbank and be a catalyst for local economic growth.

Following a Request for Proposal (RFP) process, the Colony Theatre Company (CTC) has leased the BCS facility since March 2000. In late 2021, the City decided to move forward with a new competitive solicitation. The City's most current short-term agreement with CTC expired July 31, 2023, CTC continues to operate BCS on a month-to-month basis until a new agreement is established, whether with CTC or a different operator.

At the August 22, 2023, Council meeting, staff presented Council with an overview of the current BCS process, the work performed vetting the three qualified proposers as well as concerns with continuing the process by staff and asked for Council's direction (Attachment 1). Council directed staff to schedule a Special Meeting to allow Council the opportunity to publicly interview each BCS proposer and select an Operator for the facility.

The total scores resulting from staff evaluation of the proposals, the interview process, and references are outlined in Table 1:

Table 1

Proposer	Phase 1 Proposal (50 points)	Phase 2 Interviews (50 points)	Phase 3 References (Max 20 pts)	Total Score
Burbank Community YMCA	37.08	41.17	20	98.25
The Greenhouse Arts & Media	35.17	41.83	20	97
The Colony Theatre Company	34.58	26.5	20	81.08

DISCUSSION

Per Council’s direction at the August 22, 2023 meeting, a Special Meeting has been scheduled for October 4, 2023 at 5:00 pm in the City Council Chamber to conduct 2nd round interviews for the three qualified BCS facility proposers.

The format of the Special Meeting is as follows:

- One minute public comment period at the start of the meeting.
- One hour interview for each proposer.
 - Proposers have 15 minutes to provide an overview of their proposal, followed by 45 minutes for Council interview.
 - Interview questions were provided on Friday, September 22, 2023 to proposers, Council, and the community.
 - Council will determine order of interviews by random drawing in real-time during the Special Meeting.
During the Council interview, the other two groups will wait in a nearby conference room.
- Council will deliberate at the conclusion of the three interviews, select a proposer, and direct staff to commence negotiations with the selected proposer.

The agenda, responsive proposals (Attachments 2-4), and the interview questions for the October 4, 2023 Special Meeting (Attachment 5) were made public and distributed to Council on September 22, 2023. Additionally, RFP related documents, including proposals, first and second round interview questions, and the August 22, 2023 and October 4, 2023 staff reports were available on the City of Burbank’s website at www.burbankca.gov/BurbankCenterStageRFP .

ENVIRONMENTAL IMPACT

This activity involves administering an RFP for the Management, and Operation of the BCS facility and has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment,

and as such, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this report. Fiscal impact is unknown until negotiations are finalized and approval brought back to Council at a later date.

CONCLUSION

By involving the Council in the decision-making process through an open forum, the City is demonstrating its dedication to transparency and impartiality. The Burbank Center Stage facility holds a special significance within the community. The RFP process, in conjunction with the Special Meeting, will play a pivotal role in ensuring that the future management and operations of the cherished BCS align closely with the shared vision of the community.

ATTACHMENTS

- ATTACHMENT 1 – August 22, 2023 City Council Staff Report
- ATTACHMENT 2 – The Burbank Community YMCA Proposal
- ATTACHMENT 3 – The Greenhouse Media & Arts Proposal
- ATTACHMENT 4 – The Colony Theatre Company Proposal
- ATTACHMENT 5 – Second Round Interview Questions

STAFF REPORT



PARKS AND RECREATION

DATE: August 22, 2023

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Park, Recreation and Community Services Director
Jennifer Becker, Financial Services Director
By: Grace Coronado, Administrative Officer
Alisa DeHoyos, Purchasing Manager

SUBJECT: Request for Direction on the Request for Proposal Process for the Sublease, Management, and Operation of the Burbank Center Stage Facility

RECOMMENDATION

Direct staff to proceed with the Request for Proposal (RFP) process for the Sublease, Management, and Operation of the Burbank Center Stage (BCS) facility by commencing negotiations with the highest ranked proposer, Burbank Community YMCA.

BACKGROUND

The BCS facility, located at 555 North Third Street, was developed in conjunction with the Burbank Town Center Mall (Mall). As part of the master lease between the City and the developer of the Mall, the developer was required to devote a portion of the project for a community facility. In 1992, the City entered into a sublease agreement with the developer and the now abolished Redevelopment Agency, as part the master lease. The sublease provided the City rights to use the premises as a cultural facility, including cultural, educational, social, and recreational activities. The lease term was for 50 years, with four 10-year options with rent at \$1.00 per year. The City subsequently subleased the facility to the Los Angeles County Natural History Museum. However, due to low attendance, the Museum closed in 1996. Shortly thereafter, the Parks and Recreation Department (P&R) conducted a RFP for the re-use of the facility, which ultimately led to a decision to convert the former Museum site to a 276-seat performing arts facility. For reference, an RFP is a competitive solicitation process to generate interest in and receive proposals regarding the acquisition of goods and/or services pursuant to applicable Administrative Procedures.

BCS Facility Operating and Management Timeline – 2002 through 2023

In March of 2000 Council approved the Sublease Agreement and Master Lease Modification (“Sublease”) that provided for occupancy by the Colony Theatre Company (CTC). Pursuant to the Sublease, CTC was authorized to operate the facility in

accordance with a Theater Operating Agreement between the City and the Colony, which was executed concurrently with the Sublease.

The initial term of the Sublease was five years, from August 27, 2000 to August 27, 2005. In August 2005, the City approved a four-month extension through November 30, 2005 to allow the City and CTC time to negotiate a second five-year term. During this time, CTC made the City aware of their financial instability. Consequently, the City and the CTC agreed it would be prudent to only extend the agreement for 180 days, through May 31, 2006 to allow CTC to develop and implement a fundraising plan and reduce operational cost. Additionally, the City requested CTC develop a business plan to address both short- and long-term fiscal solvency. Due to the complexity of the process, a third contract extension was approved through November 2006.

Following extensive support from the City and prominent community business leaders, the City approved a five-year agreement from November 30, 2006 through November 30, 2011. Following the First Extension, CTC exercised, and the City approved, a second five-year extension, to extend the term of the Sublease through November 30, 2016. During the second extension, on or about February 2016, CTC informed the City that due to financial challenges, CTC was cancelling some scheduled productions.

On May 25, 2016, CTC requested to exercise its third and final five-year extension through November 30, 2021. In response to the request, the City determined that CTC was not in substantial compliance of the Agreement and denied the request for the five-year-extension. Although the Agreement expired November 30, 2016, the City granted a temporary extension to provide adequate time to review CTC's new proposed terms regarding an extension. As a result, an Interim Extension was executed to extend the Sublease term for a 30-day period from November 30, 2016 through December 30, 2016. Shortly after, a Third Extension was executed on December 30, 2016 for a one-year term beginning on December 31, 2016, and continued for a maximum one-year period, ending on December 31, 2017.

During the Third Extension of the Sublease which allowed CTC to continue subleasing the BCS facility, on March 7, 2017, Council approved the Amended and Restated Theater Operating Agreement which allowed CTC to operate the BCS facility under its new business model consisting primarily of third-party rentals for outside productions. Due to a variety of factors including CTC's on-going financial challenges to produce original plays, Council directed staff to solicit proposals, via a competitive RFP process, from organizations to operate and manage the BCS facility consistent with the permitted uses under the Master Lease between the City and the Mall, by providing educational, cultural, social, or recreational activities to the general public.

In response to CTC's on-going financial challenges and Council's direction to solicit proposals, on May 25, 2017, P&R released an RFP for the management of the BCS facility. The RFP was released and advertised publicly, seeking a qualified business, organization, or individual to sublease, manage, and operate the BCS. The entity would be responsible for day-to-day operations and maintenance of the facility.

Of the three proposals received, the Burbank Unified School District (BUSD) in partnership with the CTC, was evaluated as the highest ranked respondent and in

September 2017 negotiations commenced. During these negotiations, the City and BUSD failed to reach a successful negotiation for the City’s terms and conditions of the agreement, and in October 2017 BUSD withdrew from the process. Subsequently, CTC indicated they remained amenable to delivering the City’s requirements to manage and operate the facility. On December 21, 2017, a Fourth Extension was approved to the Sublease, extending CTC’s term for six months from January 2018 through June 30, 2018.

In January 2018, CTC submitted a formal proposal to continue managing and operating BCS. The City and CTC met in February 2018 to initiate discussion on the proposal with the intent to enter into a new multi-year agreement. However, in May 2018, the unexpected early transition of the DeBell Golf Course operator caused the City to shift priorities. Negotiations with CTC were deferred so staff could focus on sustaining golf operations and initiating the RFP process for DeBell Golf Course. As allowed in the Agreement, CTC operations continued on a month-to-month basis through September 9, 2022 when a new short term agreement through July 31, 2023 was executed.

Over the past several years the City has contemplated various facility management options, including: 1) P&R operating the facility; 2) negotiating a multi-year agreement with CTC; 3) negotiating a multi-year agreement with another interested party; or 4) conducting a new competitive solicitation. In late 2021, the City opted to move forward with a new competitive solicitation. The term for the City’s current short-term agreement with CTC expired on July 31, 2023, but continues on a month-to-month basis until a new agreement is established, whether with the incumbent or another operator.

It is the City’s general practice to conduct a competitive solicitation process upon the termination of operation and management agreements of its facilities, such as the DeBell Golf Course. Traditionally, the City enters into a five-year agreement, with the option for three, five-year extensions.

Key Dates

Table 1 below lists the RFP process steps, deadline dates initially published in the posted RFP, and any rescheduled deadline dates for reference and as described (and **bolded**) in the narrative that follows:

Table 1

	RFP Description	RFP Published Deadline Dates	Amended Deadline Dates
1	RFP released on PlanetBids	December 19, 2022	
2	Informational virtual meeting and tour	January 5, 2023	
3	Questions due on PlanetBids	January 13, 2023	January 20, 2023
4	Proposals Due	February 2, 2023	February 10, 2023
5	Finalist presentations for review panel (Round of Interviews)	February 27, 2023	March 30, 2023
6	Final Selection	By March 16, 2023	Pending
7	Contract Negotiations	March 2023	Pending
8	City Council approval and Contract signed	June 2023	Pending

DISCUSSION

City of Burbank RFP Process

When seeking to assess conditions in a current market, conducting a competitive solicitation, such as an RFP, is a common best practice in both the public and private sectors. An RFP is a tool that allows the City to equitably assess interested respondents' proposals, based on established selection criteria to evaluate and find the highest ranked respondent. With this RFP in particular, the City desired the flexibility to entertain various operational options, such as theaters/performing arts venues, museums, arts institutes and/or interactive galleries, and any other such uses or combination of uses for which respondents could demonstrate creativity, value and cultural benefit to the greater community. A competitive RFP process is in line with the City's fair and open competition standards. In the City's experience, healthy competition often results in transformational change, including enhanced and expanded services or differing program offerings for the community, whether with existing operators or new partners. One such example of a healthy and successful competitive process was at the DeBell Golf Course.

BCS RFP Process

Completion of the BCS RFP is a priority to staff, Council, and the community. To commence the development and drafting of the BCS RFP, staff worked alongside the City Attorney's Office and the Financial Services Department-Purchasing Division from August 2022 through December 2022. Thereafter, the **RFP was released on PlanetBids on December 19, 2022.**

Per the City's policy, the RFP solicited qualified businesses, non-profit organizations, and individuals with appropriate experience to submit proposals for the management and operation of the City's BCS Facility. It should be noted that contracts awarded as a result of a RFP are typically awarded on a best value basis, as defined in Chapter 2 of the Burbank Municipal Code (BMC), Section 2-2-101: "BEST VALUE: A value determined by evaluation of objective criteria that relate to price, features, functions, life-cycle costs, experience, and past performance. A best value determination may involve the selection of the lowest cost proposal meeting the interests of the City and meeting the objectives of the project **or** a tradeoff between price and other factors specified in the solicitation."

The evaluation criteria established for selecting a firm under this proposed RFP, were as follows:

- a) Qualifications and Prior Experience of Proposer
- b) Proposed Use and Business Plan
- c) Business Plan Assumptions
- d) Proposed Rate
- e) Interviews of highest rated Proposer(s)
- f) Reference Checks

Informational Virtual Meeting and Tour

An informational virtual meeting and tour was held on January 5, 2023. Rather than bringing respective proposers to the facility, staff determined it would be more amenable to provide all proposers with the same knowledge of the facility that the incumbent, the CTC has. Staff reached out to the CTC representative requesting to film the facility for the

informational virtual meeting. This virtual tour allowed for fair and equitable access to the facility by allowing for greater participation by eliminating travel time for interested parties.

Question and Answer (Q&A) Period for Interested Respondents

The Q&A period for interested respondents was originally scheduled from the date of release through January 13, 2023. Questions were to be submitted through PlanetBids, the City's e-procurement platform. Due to the volume of questions received, **the Q&A submission deadline date was extended from January 13 to January 20, 2023**. The extension was a direct result of the requests for more time for questions to be submitted by proposers. Although only the parties who are submitting proposals are allowed to ask questions, extending the deadline date also allowed the Burbank Cultural Arts Commission members the courtesy of additional time to review the RFP. On January 3, 14, and 30, the Purchasing Division issued three separate Addendums. The additional time to submit questions subsequently impacted the proposal due date.

Proposals Due Date

The Proposals Due date was extended from February 2 to February 10, 2023, to accommodate the number of questions received and allow adequate time for proposers to incorporate updated information from the resultant addenda into their submitted proposals.

Four responses were received from the following proposers by the proposal submission deadline:

- After Hours Theatre Company,
- Burbank Community YMCA,
- The Colony Theatre Company, and
- The Greenhouse Arts & Media.

Following proposals submission, the responsible Buyer reviewed the proposals for responsiveness. This means that the Buyer verified all proposers met the RFP submittal requirements, listed on page 11, Section V. Proposal Structure, as well as Section V11. Selection Process (Attachment 1). Of the four proposals, After Hours Theatre Company was deemed non-responsive for failing to submit any financial statements. After Hours Theatre Company did not seek clarification on this requirement nor submit an inquiry about other acceptable means of demonstrating financial viability during the Q&A period.

Proposal Evaluation and Interviews

Throughout the RFP process, P&R has remained steadfastly committed to promoting Burbank as a regional arts destination, with the objective of preserving and enhancing theatre/performing arts venues in Burbank. Consequently, staff was thoughtful and strategic in selecting the Review Panel. The Review Panel consisted of six representatives, three theatre management subject-matter experts (with similar theater operations experience) from the cities of Brea, Beverly Hills, and Thousand Oaks, and three City staff from Community Development (Economic Development Division), P&R (Administration, Business Services and Facility Operations Division) and P&R (Community Services Division). The Review Panel was selected to promote fair and open competition, transparency, and impartiality.

After initial scoring of the written proposals, **respondent interviews were postponed from February 27 to March 30, 2023**. Because the proposal due date extension impacted the review panel’s availability, scheduling of interviews was postponed to accommodate all parties’ schedules.

All three responsive proposers were interviewed by the Review Panel on March 30, 2023.

The total scores resulting from evaluation of the proposals and the interview process are outlined in Table 2.

Table 2

Proposer	Score
Burbank Community YMCA	78.25
The Greenhouse Arts & Media	77
The Colony Theatre Company	61.08

Boards, Commissions, and Committees (BCC)

The City’s BCCs each have a unique set of duties and responsibilities. BCCs broadly provide greater community participation and input into local government while facilitating quality decisions by the Council. They also provide additional lines of communication between the public and Council to ensure City government responsiveness. BCCs can provide input and make recommendations to Council, but they do not determine or establish City policy or administrative direction. Additionally, BCCs serve in an advisory capacity with many having limited decision-making authority.

Understanding the role of the Burbank Cultural Arts Commission (Commission) or the Parks and Recreation Board (Board), P&R staff did not request input from the Commission or Board prior to releasing the BCS RFP. Due to their active participation and well-connectedness in the community, BCC members can also introduce impartiality or influence into the process based on their direct financial interest or involvement with proposers. In fact, staff was aware of personal and/or professional relationships between Commission members and at least two proposers, the Burbank Community YMCA and the CTC. Despite the City’s care to avoid conflicts¹, early in the RFP process, members of the Commission declared their concern with not being consulted regarding the RFP prior to its release, expressed a strong desire to participate on the Review Panel and publicly requested that BCS continue to be a facility where only performing arts be programmed.

P&R values the Commission’s mission in celebrating diversity in arts and media in the community and promoting Burbank as a vibrant and enticing regional arts center. Understanding the Commission’s mission and on-going advocacy for preserving and enhancing theatre/performing arts venues in the community, P&R has been committed to representing the Commission throughout the competitive process and aligns

¹ A conflict of interest is defined as “a situation that gives a person, while acting in their official capacity, the opportunity through actions or decisions to direct or influence an outcome for personal benefit.” (Source: NIGP, The Institute for Public Procurement, Public Procurement Dictionary of Terms, 2022 edition.) As defined in Section 1210. Illegal and Void Contracts in the Burbank City Charter, any officer or employee attempting to influence decisions through such means is expressly prohibited and can result in a misdemeanor charge.

with the Commission in the City's vision to continue to operate the facility as a vibrant center for cultural, educational, social, and recreational activity benefitting the entire community. However, to ensure the City's commitment to a fair, open, and impartial process, staff could not accommodate the request for the Commission's participation on the Review Panel.

Anomalies during the Evaluation Process

Throughout the competitive solicitation, staff received continuous feedback, concerns, and inquiries from the Commission, and inquiries directly to and from Council members. More specifically, members of Council asked staff for updates regarding the status of the RFP process and shared comments of frustration they had received from Commission and community members. Respectfully, City staff assured Council that the City is committed to a fair, transparent and impartial process, and explained that what ensures impartiality is withholding the identity of the evaluators and keeping the evaluation process in confidence while it is ongoing to maintain the integrity of the process itself. Maintaining confidentiality during this process has been challenged and successfully defended by public agencies up to the California Supreme Court. (See *Michaelis, Montanari & Johnson v. Superior Court* (2006) 38 Cal.4th 1065.)

Staff also advised that Council may continue to receive direct or indirect input from the community regarding this RFP process, and to ensure that the integrity of the RFP process is maintained, it is best that Council not further engage and direct any input or inquiries to staff. As a best practice, “*a public official should maintain an ‘arm’s length’ distance from any elements of the procurement process not formally required of the official... Act and conduct business with honesty and integrity, avoiding even the appearance of impropriety. The public expects that public officials will serve only the public interest, refraining from anything that enhances or appears to enhance self-interest.” (*Source: *The Public Procurement Guide for Elected and Senior Government Officials*, published by NIGP, the Institute for Public Procurement, © 2016).

P&R staff provided brief RFP process updates to the Commission at their regularly scheduled meetings on April 13, 2023, June 8, 2023, and August 10, 2023, and to the Council at the regularly scheduled meeting on June 13, 2023. However, it is not best practice to discuss details or status of an evaluation during an RFP process until the evaluation has been completed.

Proposed 2nd Round Interviews

Throughout the RFP process and as outlined in the RFP, the City's intent was the “Selection of one (1) proposal from among all Proposers with the highest point total will be selected to start the negotiation process. The selection will be based on the experience and qualifications (both in general and more specifically as it relates to management and operations).” Because staff was committed to completing a thorough RFP process, staff thoughtfully considered concerns from the Commission and Council Members and determined that a non-scored second round of interviews, conducted by members of executive staff, would allow management to gain a full understanding of the proposals prior to negotiations, and to clarify any questions they may have, since management did not participate in the first-round interviews.

Accordingly, a second round of interviews was scheduled in July 2023 pursuant to page 19 of the RFP, Section VIII. RFP Terms and Conditions, paragraph 3d., which expressly provides the City may “modify or suspend any and all aspects of the selection process, modify the scope of the project or the required responses, or modify the selection process and/or evaluation criteria indicated in this RFP.” Staff intended to present any proposed contract to the Commission and the Board for advisory purposes prior to award recommendation to Council. While these steps further delayed results of the evaluation of received proposals and the interview process, after many inquiries staff hoped to put any unease about the selection process to rest and demonstrate its commitment to a thorough process.

While the proposed second round of interviews was pending, the City became aware of various external communications, including social media discussions and local press coverage by a member of the Commission and a proposer, pertaining to the RFP process. These communications, while indicative of the community's passion for the arts, raised new concerns about maintaining the integrity, impartiality, and objectivity of continuing the evaluation process. Considering these circumstances, the City Manager, in consultation with P&R staff and the Purchasing Manager, decided to cancel the second round of interviews and seek guidance and direction from the Council. On July 12, 2023, the City suspended the RFP process and notified all proposers.

RFP Process Next Step Options

Traditionally, P&R would commence contract negotiations with the highest ranked proposer, the Burbank Community YMCA. However, because the process was halted and proposals have now passed the proposal validity period of ninety (90) consecutive calendar days, staff is seeking Council direction on how to proceed with the RFP process.

Below are the three options for Council consideration. Staff recommends Option 1:

Option 1: Commence negotiations with the highest ranked proposer, Burbank Community YMCA.

This option allows the City to make an offer of award following the original intent of the RFP and based on the impartial evaluation completed by the carefully selected Review Panel. It allows the City to enter negotiations to complete contract execution. Option 1 honors the RFP process already completed. However, there will be an operational impact anywhere from three to six months due to transitioning services from the incumbent to the Burbank Community YMCA.

Option 2: Cancel the current RFP process and begin a new updated RFP process.

This option allows the City to begin a new process with transparency about the closed process, with clear guidelines regarding attempted external influences. It could also allow staff the option to solicit community feedback related to the use of facility outside of an RFP open solicitation period. However, this option would prolong the timeline for award of a contract for the facility's operations and may discourage existing responsive proposers from re-submitting a proposal.

Option 3: Select one of the other two qualified proposers and direct staff to commence negotiations.

This option allows for the option of continuity should Council select the incumbent, and like Option 1 allows immediate commencement of contract negotiations. However, Council would need to override the Review Panel's scoring and may encourage similar disruptive behavior on other procurement processes in the future. This Option also deviates from the best practice in a competitive and fair market assessment process.

Though staff has been thoughtful throughout the RFP process, in retrospect, staff could have solicited feedback on the needs and desires of the greater Burbank community in an open forum prior to issuing the RFP or holding the Review Panel. As P&R moves forward with RFPs, P&R will solicit input from the respective BCCs and community, as appropriate. Staff acknowledges the initial lack of communication prior to issuance.

ENVIRONMENTAL IMPACT

This activity involves administering an RFP for the Management, and Operation of the BCS facility and has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this report. The fiscal impact is unknown until a proposer is selected and brought back to Council for approval at a later date.

CONCLUSION

Staff recommends Council direct staff to commence negotiations with the highest ranked proposer, Burbank Community YMCA. Alternatively, Council may consider two other options:

- Cancel the current RFP process and begin a new, updated RFP process.
- Select one of the two other qualified proposers and direct staff to commence negotiations.

By engaging the City Council in the decision-making process in an open forum, the City is reaffirming its commitment to transparency and impartiality. Staff seeks Council direction on how to proceed with the RFP process to ensure that the future management and operations of the cherished BCS aligns with the collective vision of the community.

ATTACHMENT

ATTACHMENT 1 – Burbank Center Stage RFP



**PARKS AND
RECREATION**

**City of Burbank
Parks and Recreation Department**

RFP No. PR2023-45025-1019
REQUEST FOR PROPOSALS
FOR
SUBLEASE, MANAGEMENT AND OPERATION OF
THE BURBANK CENTER STAGE

Proposals must be received by:

February 2, 2023
2:00 p.m.

City of Burbank
Financial Services Department - Purchasing Office
301 East Olive Avenue, Suite 305
Burbank, California 91502
Attention:
Grace Coronado
Administrative Officer

**REQUEST FOR PROPOSALS
FOR
SUBLEASE, MANAGEMENT AND OPERATION OF THE BURBANK CENTER STAGE**

Dear Proposers:

Thank you for considering the attached Request for Proposals (RFP). If you are interested in submitting a proposal, please follow these instructions for submissions.

Qualified businesses, non-profit organizations, and individuals with appropriate experience are invited to submit proposals to manage and operate the City of Burbank's (City) Burbank Center Stage ("Facility"), located in the Burbank Town Center Mall, at 555 North Third Street, Burbank, California 91502. The Facility is a vibrant center for a variety of educational, cultural, social and recreational activities. It offers opportunities for civic and community engagement and has the potential to not only increase the quality of life and community cohesion in Burbank, but also serve as a catalyst for local economic activity and development. The selected Proposer ("Operator") will enter into a sublease and operating agreement for the Facility to manage, direct, promote, and operate programs and events in the Facility. All day-to-day operations and maintenance of the Facility will also be the responsibility of the Operator. The City is open to allowing a wide variety of educational, cultural, social or recreational programming for the public to enhance the overall experience for its residents and surrounding communities. Proposals may include construction and capital investment plans for the Facility if necessary for the Operator's proposed use.

The sublease is intended as a "four-wall" sublease agreement, i.e. the Facility will be offered with permanent fixtures only, and the Operator will be responsible for monthly rental fees payable to the City. All existing temporary fixtures and equipment such as lighting, sound equipment, etc. may be removed by the current tenant at the end of their sublease, which expires on July 31, 2023.

The City must be able track Proposers in the event an addendum is issued. Only RFP documents downloaded from PlanetBids at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=14210> shall be considered official. Failure to register and download the RFP document and any addendum from the website will result in disqualification of the proposal. Proposals shall be reviewed and rated based on the qualifications of the Proposer, the Proposer's business and operating plans for the Facility, and the proposed financial terms.

Consideration will be given to Proposers that can financially support modernizing the facility including on-going maintenance and long-term repair costs in addition to other obligations of a sublease (including negotiated rent) without the need for City financial support.

Any costs incurred in the preparation of a proposal, presentation to the City, travel in conjunction with such presentations, shall be the responsibility of the Proposer. The City assumes no responsibility and no liability for costs incurred by Proposers prior to final approval and execution of an agreement.

The Proposer shall furnish the City with such additional information as the City may reasonably require. The City reserves the right to conduct pre-agreement negotiations with any or all Proposers.

Any questions or requests for clarification must be submitted electronically via PlanetBids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=14210>. No additional information or bid amendments will be accepted later than February 2, 2023 at 2:00 p.m.

All data, documents and other products used or developed during the RFP process will remain the property of the City upon completion of the RFP process.

In addition to submission at PlanetBids, one (1) original and five (5) copies of completed proposals must be enclosed in a sealed package, clearly marked on the outside of the package: "Sublease, Management and Operation of the Burbank Center Stage: RFP No. PR20123-45025-1019." The original proposal must be unbound. Proposer's Financial Information and Proposed Financial Terms shall be submitted in a separate sealed envelope marked on the outside, "Confidential, RFP PR2023-45025-1019, (company name)." The financial statement envelope shall be placed inside the larger sealed package. One (1) digital copy of the completed proposal (in PDF format) on a USB drive must also be placed inside the larger sealed package.

Sincerely,

Grace Coronado
Administrative Officer

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**REQUEST FOR PROPOSALS
FOR
SUBLEASE, MANAGEMENT AND OPERATION OF THE BURBANK CENTER STAGE**

I. PROPOSAL SUBMITTAL

1. Proposals shall be submitted in a sealed package with the following information clearly marked on the outside of the package: **“Sublease, Management and Operation of Burbank Center Stage: RFP No. PR2023-45025-1019.”**
2. **Financial statements shall be submitted in a separate sealed envelope** marked on the outside: **“Confidential, RFP No. PR2023-45025-1019, (company name).”** The financial statement envelope shall be placed inside the larger sealed package. Financial statements shall include documents identified in Section V, subsections (6-8), Proposal Structure:
 - a. Qualifications – Proposer’s Financial Information
 - b. Financial Statement and Proposed Financial Terms
3. **In addition to submission on PlanetBids, one (1) original and five (5) copies of the proposal must be submitted in hard copy.**
 - a) The original proposal must be unbound.
 - b) Copies of submittals shall be printed on plain white, size 8.5” x 11” paper and should be bound, if necessary, in a simple plastic binding or stapled.
 - c) Folded 11” x 17” sheets for any maps or diagrams are permitted and may be attached.
 - d) The proposal shall be signed by the individual or company official with the power to bind the company in its proposal.
4. **One (1) digital copy** of the proposal and all attachments must be submitted (in PDF format) on a USB drive, which shall be placed inside the larger sealed package.
5. Proposals must be submitted by US Postal Mail or courier, or hand delivered to:

**City of Burbank
Financial Services Department - Purchasing Division
Attention: Grace Coronado
Administrative Services Building
301 East Olive Avenue, Suite 305
Burbank, California 91502**

- a) Failure to comply with the requirements of the RFP may result in disqualification. The City is not responsible for finding, correcting, or seeking correction of any errors or ambiguities in proposals. Errors and ambiguities may result in a proposal

receiving a lower score during the evaluation process. The City reserves the right to disqualify a proposal with mathematical errors, gross clerical errors, inconsistencies, or missing information which prevents the proposal from being fully evaluated. The City may, at its discretion, seek clarification regarding information contained in a proposal. Any errors or ambiguities contained in proposals shall be interpreted in favor of the City.

- b) The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the proposal that best meets the City’s needs.
- c) Proposals or modifications to proposals received after February 2, 2023 at 2:00 p.m. shall not be considered.
- d) Emails or facsimile submittals will not be accepted.

ALL ORIGINAL AND COPIES OF PROPOSALS MUST BE RECEIVED BY 2:00 PM ON FEBRUARY 2, 2023

6. Estimated RFP Timeline

Description	Deadline Date
RFP released on PlanetBids	December 19, 2022
Informational virtual meeting and tour*	January 5, 2023 at 10:00 a.m.
Questions due on PlanetBids	January 13, 2023 at 5:00 p.m.
Addenda issued if needed	January 19, 2023
Proposals Due	February 2, 2023 by 2:00 p.m.
Finalist presentations for review panel	Week of February 27, 2023
Final selection	By March 16, 2023
Contract negotiations	March 2023
City Council approval and Contract signed	June 2023

* Virtual informational meeting is not mandatory. The virtual meeting will be held via zoom and the link will be posted on PlanetBids.

II. BACKGROUND

The City of Burbank is an urban community located in the heart of Los Angeles County, 12 miles from downtown Los Angeles, and adjacent to the cities of Glendale and Pasadena. There are approximately 12,400 businesses and public agencies located within Burbank which provide approximately 142,000 jobs. The City covers 17.2 square miles. Burbank is the 15th largest city in Los Angeles County, with a population of almost 105,000.

The City provides full services to its residents and businesses including: police, fire, parks, library, animal control and shelter services, water, electric, water reclamation, refuse and landfill, golf, paramedics and other ancillary services. The City's Parks and Recreation Department is responsible for providing well-maintained recreational facilities, which accommodate a variety of programs and activities that are designed to meet the educational, cultural, social and recreational needs of the Burbank community.

In 1992, the City entered into a sublease ("Master Lease") with the then-existing Burbank Town Center Mall ("Mall") developers for use of a portion of the Mall as a community facility for the City. The portion of the Mall that is leased to the City is located at 555 North Third Street, on the corner of North Third Street and Cypress Avenue ("Facility"). The term of the Master Lease will expire on or before November 14, 2044.

From 1992-1996, the Facility was operated by the Los Angeles County Natural History Museum as a satellite of the Museum. However, a condition of the Master Lease was that if the Museum stopped operating the Facility, the City must use the Facility for the operation of a Facility which provides "educational, cultural, social and recreational activities to the general public."

In 1996, the City allocated funds to convert the Facility into Burbank Center Stage, a state-of-the-art performing arts facility. The City spent approximately \$1M to convert the Facility into the Burbank Center Stage facility including demolition, construction of walls, flooring, stage and seating risers, and improvements to the restrooms, electrical, fire sprinkler, and HVAC systems. In 2000, the City entered into a sublease and operating agreement with the Colony Theatre Company ("CTC"), a non-profit theater company, to present their annual season of theater productions at the Facility and to sublease, manage and operate the Facility. In 2022, the City executed a new sublease and operating agreement with CTC. The website <http://www.colonytheatre.org> provides current program information. The City's sublease and operating agreement with CTC expires on July 31, 2023.

The Facility consists of the following:

1. PERFORMANCE SPACES

- a) Mainstage theater: capacity 266, stadium seating with classic red velvet theater chairs, balconies on both sides of the stage; thrust stage 22'7" D x 37' W, with 21' to grid.
- b) Rehearsal studio / multi-use space with a private entrance and private restroom (located upstairs): capacity 60, floor area 27' x 40'.

2. FRONT OF HOUSE SPACES

- a) Lobby and Art Gallery suitable for small events, receptions, parties, art shows, etc.
- b) Box Office area
- c) Concessions and bar area
- d) Public restroom facilities

3. BACK OF HOUSE / BACKSTAGE SPACES

- a) Back of house crossover
- b) Two (2) dressing rooms with private restrooms
- c) One (1) green room
- d) Loading zone with access from Third Street

4. PRODUCTION and ADMINISTRATIVE SPACES

- a) Technical booth that spans the rear of the mainstage theatre
- b) Production office (suitable for small meetings): capacity 6 people
- c) Administrative office, suitable for 4-6 people.

5. BUILDING and SITE SPECIFICATIONS

- a) Central air and heat throughout the building
- b) Free parking available in the Burbank Town Center Mall garage(s). The closest parking structure is the Burbank Town Center east garage, with a direct entrance into the lobby from Level 4.
- c) A local area map showing the location of the Facility, as well as Facility photos and floor plans are included in Exhibits A, B, C, and D.

III. SERVICE SOLICITED

The City seeks qualified Proposers to sublease, operate and manage the Facility consistent with the terms of the Master Lease by providing educational, cultural, social or recreational activities to the general public. Although the current programming for the Facility is live theater, other proposed uses of the Facility may be considered provided that programming fulfils the provisions outlined above and in the Master Lease.

The selected Operator will be required to manage and operate the Facility including, but not be limited to, the following:

1. SCHEDULING

- a) Provide regularly-scheduled educational, cultural, social and/or recreational programming for the general public.
- b) Be flexible to modify the schedule of events based on community response, demographics, and affordable pricing based on local entertainment trends.

2. MARKETING and CUSTOMER SERVICE

- a) Provide first class customer service to all Facility visitors, audiences, and rental clients (as applicable).
- b) Establish pricing levels for all proposed programming including in-house events and third-party rentals (as applicable).
- c) Establish, maintain, and pay for the Facility telephone and website, with up-to-date information about the Facility programs and events, contact information, access instructions, etc.
- d) If applicable, maintain consistent online commerce and weekly box office hours of operation to accommodate Facility walk-ups, phone calls, and meetings that may arise.

3. MANAGEMENT

- a) Establish formal policies and procedures for management and operation of the Facility in full compliance with all applicable laws, regulations, and policies.
- b) If desired, operate a souvenir store and/or refreshment services for Facility visitors subject to compliance with all applicable laws, regulations, and policies. No hot food may be prepared or served at the Facility with the exception of external catering services.
 - i. Operator may at their own expense, apply for and obtain applicable state and local permits to serve alcoholic beverages to Facility visitors subject to compliance with all applicable laws, regulations, and policies.

4. BUDGETING and REPORTING

- a) Obtain and pay for all taxes, permits, licenses, etc. associated with Facility operations. If the selected Operator has **NOT** received property tax-exempt status from the Los Angeles County Office of the Assessor, the Operator will be responsible for paying all real estate and other ad valorem taxes and assessments of any kind, with respect to all land, buildings and improvements located at the Facility.
- b) Pay all utility invoices in a timely manner.
- c) Prepare and submit to the City at least sixty (60) days before the beginning of each fiscal year:
 - i. Draft calendar of events and/or programming for the upcoming year, and

- ii. Projected operating budget for the Facility on a monthly basis.
- d) Prepare, and submit to the City within sixty (60) days of the each Tenant Fiscal Year:
 - i. Annual audited statements of the Gross Revenues and Percentage Rent, for the preceding fiscal year prepared by an independent Certified Public Accountant and once within 30 days following the expiration of this Lease, and a
 - ii. Program Report, summarizing the number of events hosted and total attendance figures.
- e) Meet all financial reporting obligations as required by local, state or federal law.
- f) Attend annual meeting with City staff to review operations of the Facility.

5. PERSONNEL

- a) Designate one (1) individual who will be responsible for ensuring Operator remains in compliance with the City sublease. This person will serve as Operator's primary liaison with the City concerning all administrative issues, such as preparation and submission of required data and reports, and will attend all meetings with the City, as needed.
- b) Establish and maintain personnel policies in compliance with all applicable laws.

6. MAINTENANCE

- a) Perform all interior Facility maintenance, repairs and replacements (both capital and non-capital), and cleaning services to ensure that the Facility and the immediate surroundings are kept in a safe, neat, clean, and first-class condition at all times, and that the Facility is in such condition as to comply with all applicable laws as well as health and safety regulations. Notwithstanding the foregoing, the City will be responsible for maintaining certain building infrastructure including air conditioning and heating, elevator, pipes and conduit serving the Facility.
- b) Ensure daily trash removal from all interior areas of the Facility.
- c) Conduct an inventory of all affixed property within six (6) months of the signing a sublease with the City, and thereafter, inventory submit to the City an updated inventory every two years.
- d) 12 months after the Effective Date, and each 12 months thereafter, City will physically inspect Premises as for compliance with the sublease. City will provide Operator 24 hours' notice before any such inspection. Subsequent to each inspection, Operator and City will meet to discuss the results of the inspection as well as any other ongoing issues. Additional meetings may be called by either party at any time.

7. COMPLIANCE WITH MASTER LEASE

- a) The selected Operator will be required to assume and perform all obligations of the City of Burbank as "Tenant" in the Master Lease (attached as Exhibit G to the Sample Sublease) as if it were the "Tenant" thereunder, except as may be provided in this RFP and the final negotiated sublease.

IV. CONTRACTUAL AND FINANCIAL TERMS

The selected Operator will be required to enter into a sublease with the City for an initial period up to five-years (5), commencing on or about August 1, 2023, which may be extended by request of Operator at the mutual agreement of the City. The sublease will be in form and substance substantially similar to the proposed Sublease and Operating Agreement, attached as Exhibit G. At the City's sole discretion, any extension of the five-year term will be contingent upon the Operator's continuing compliance with the sublease, all applicable federal, state, and local government laws and regulations, and an evaluation of Operator's performance. The initial term of the sublease may be negotiated depending on proposed capital investments in the Facility by the Proposer.

Proposers must include in their proposal monthly rental fees payable to the City for the use of the Facility. The City expects such proposals to give important consideration to revenue sharing with the City. Such proposed monthly rental fees should include provisions for payment of base rent to the City as well as revenue participation with the City in exchange for Proposer's use of the Facility. The final rate will be negotiated and confirmed during contract negotiations with the selected Operator and will remain valid for the initial agreement term. The rate may be subject to renegotiation prior to any agreement extension. Monthly fees will not be subject to offset for any reason.

V. PROPOSAL STRUCTURE

The proposal shall include, at a minimum, the following information:

1. Cover Letter

Provide a cover letter describing the Proposer, the name and address of the entity submitting the proposal, and the name, address, telephone number, and email of the person or persons who will serve as the Proposer's principal contact person authorized to make representations on behalf of the Proposer. The letter must bear the signature of the person having proper legal authority to make the proposal for the entity.

2. Table of Contents

Provide a table of contents listing the individual sections of the proposal and their corresponding page numbers.

3. Executive Summary

Provide a 1-2 page overview of the entire proposal describing the most important elements of the proposal and summarize key benefits of the proposal for the Burbank community, including but not limited to how the proposed use will provide educational, cultural, social, or recreational activities to the general public.

4. Qualifications – Proposer Identification

Provide the following information:

- a) Identification and type of legal entity which would contract with the City to sublease, manage and operate the Facility, as follows:
 - i. Organization/Proposer Legal name and address
 - ii. EIN – IRS issued Employer Identification Number
 - iii. Year established
 - iv. Legal form of company (partnership, corporation, nonprofit, etc.) and years in business. Include documentation showing all members or partners in the company structure.
 - Proof of good standing with the California Secretary of State
 - If tax-exempt, proof of federal, state, and/or local tax-exempt status, including any determination/verification by the Los Angeles County Office of the Assessor of property tax-exempt status
 - v. If Proposer is a wholly-owned subsidiary of a parent company, provide the legal name and form of the parent company.
 - vi. Official website, if available
 - vii. Social Media accounts (as available) – Facebook, Twitter, Instagram, etc.
 - viii. Mission Statement, if available
 - ix. Vision Statement, if available
- b) Identification of any possible conflicts of interests; past or pending litigation with the City or any other public or private entity; and any past or pending civil or criminal investigations, including any past or pending litigation related to the Burbank Center Stage, ONNI BURBANK TOWN CENTER LLC, CAPREF Burbank LLC, or the Burbank Town Center.
- c) Previous Contracts with City - The Proposer shall submit a list of any project contract awards or amendments awarded by the City to the Proposer in the last three (3) years. The list shall include a short description of the project, brief summary of the project scope of work, award date, completion date, City project manager, and contract value.

5. Qualifications – Proposer’s Previous Operating Experience

Briefly describe:

- a) Any relevant experience working with public entities on a rental agreement basis.
- b) Any relevant experience operating and managing a similar facility. For each facility, please provide:
 - i. Location, site plan, and photographs;

- ii. Facility dimensions, size/capacity, and amenities;
- iii. Rental timeline/length of agreement and any contract extensions;
- iv. Rental fees payable;
- v. Description of the most recent annual schedule of events, including dates when such schedule was in effect;
- vi. Annual attendance/visitors at the facility during the last three (3) years that Proposer operated/managed the facility;
- vii. General description of the environment in which the facility operated, such as population size, demographic characteristics, competitive environment, etc.;
- viii. Operating plan including key operating features, such as: Operating budget (revenues and expenses) during the last three (3) years that Proposer managed/operated the facility;
- ix. Copy of land use agreement (lease or other) if applicable;
- x. Management/owner and landlord/public agency contact (if applicable) of the facility during Proposer's operation/management of the facility.

6. Qualifications – Proposer's Governance Information and Key Leadership

Provide the following:

- a) Proposer's highest ranking paid employee (CEO, Executive Director, etc.). Provide full name, title, telephone number, email address, date when started in current role (month and year), and brief description of professional background.
- b) Proposer's Board Chair, if applicable. Provide full name, title, telephone number, email address, date when started in current role (month and year), and brief description of professional background.
- c) If applicable, provide a listing of all Board Members including a brief description of their areas or professional expertise, whether current or retired (e.g. law, accounting, health care, academic, etc.).
- d) If applicable, provide a listing of all Board Committees.

7. Qualifications – Proposer's Financial Information

Provide the following where relevant:

- a) One (1) copy of CPA firm-audited (or CPA firm-reviewed) annual financial statements for the Proposer's most recent fiscal year and two (2) previous years;
- b) Tax returns (or Schedule C if a sole proprietorship) for the most recent fiscal year and two (2) previous years. Please redact any personal information such as a social security number, etc.
- c) Form 990 (if tax-exempt) for the most recent fiscal year and two (2) previous years.
- d) Summary of operating revenues and expenses in the most recent fiscal year and two (2) previous years, broken out per revenue and expense area.

If total operating expenses exceeded total revenue in any of the last three (3) years, explain the reason for the deficit, indicate the size of any endowment, and steps taken to address the shortfall.

- e) State whether the Proposer has filed for bankruptcy in the last ten (10) years and provide any other relevant financial information.

Proposer's Financial Information shall be submitted in a separate sealed envelope marked on the outside: **"Confidential, RFP No. PR2023-45025-1019, (company name)."** The financial statement envelope shall be placed inside the larger sealed package. Failure to provide this information shall result in proposal disqualification.

8. Financial Statement and Proposed Financial Terms

Specify key financial components of the proposal related to the management and operation of the Facility. This should include proposed monthly rental fee or other revenue sharing terms with the City, cost and revenue projections, and the Proposer's financing strategy. At a minimum, this should include the following:

- a) The proposed rent, including base rent, participation rent, proposed escalations, rent features, revenue sharing, and/or other significant features of the sublease. The final rental fee or financial arrangement with the City will be negotiated and confirmed during contract negotiations with the selected Operator and will remain valid for the initial contract term of five (5) years. The rate may be subject to renegotiation prior to any contract extension.
- b) Provide detailed operating revenue and expense estimates for the first five (5) years of operation.
- c) An overview of the financing and/or fundraising plan to support Facility operations in the first five (5) years of operation (limit 500 words or less), including:
 - i. Anticipated income from admissions
 - ii. Anticipated income from community/civic group rentals, if applicable
 - iii. Anticipated income from private/commercial rentals, if applicable
 - iv. Anticipated Board giving, if applicable
 - v. Estimated donations from individuals, corporations, and foundations, if applicable
 - vi. Brief outline of any anticipated fundraising events, galas, etc., if applicable
- d) If applicable, include a brief description of and rationale for any initial or future capital investment, facility alterations, or building improvements the Proposer would make within the first five (5) years of operations to reflect the needs of the proposed programming and Facility usage, including estimated capital costs and strategies for financing (limit 500 words or less).

Proposer's Financial Statement and Proposed Financial Terms shall be submitted in a separate sealed envelope marked on the outside: "**Confidential, RFP No. PR2023-45025-1019, (company name).**" The financial statement envelope shall be placed inside the larger sealed package. Failure to provide this information shall result in proposal disqualification.

9. Proposed Business Plan

Outline a preliminary Business Plan for the Facility, and how Proposer will provide educational, cultural, social and recreational activities to the general public. Business Plan should include, at a minimum, the following:

- a) A summary business statement including the Proposer's vision for the Facility for the next 5 years and the next 10-15 years (limit 400 words or less).
- b) Anticipated calendar of events in the first five (5) years of operation. For a sample table see Exhibit E.
- c) Description of anticipated local partnerships, if applicable (artistic, co-production, community partnerships, etc.), including a brief statement of support from each potential partner (limit 250 words or less per partner), with full name, title, and contact details (telephone and email).
- d) Brief description of target visitor profile based on proposed programming.
- e) Estimated total attendance levels in the first five (5) years of operation. For a sample table see Exhibit F.
- f) Estimated admission price levels for programming (if applicable).
- g) Estimated rental fees for community/civic group rentals and private/commercial rentals (if applicable).
- h) General staffing and security plan, including a basic organizational chart and a brief outline of duties and responsibilities.
- i) Anticipated governance and/or Board structure if applicable, including a brief statement on the Proposer's strategy for cultivating new Board members (limit 250 words or less).
- j) A description of the concessions and services that would be offered at the Facility, if any.
- k) Statement on Facility maintenance plan and quality standards.
- l) Overview of the Marketing Plan for the Facility (limit 500 words or less), including any Public Relations and/or (re)branding plans as applicable

10. Assumptions

Please provide details of your analysis that support your assumptions in your proposed business plan, such as attendance levels, admission price levels, anticipated number of rentals, etc. Provide supporting documentation at the end of your Proposal as appropriate. The analysis/supporting documentation may include, but is not limited to:

- a) Benchmarking of similar venues in the Los Angeles metropolitan area, their programming, admission prices and/or rental fees and average annual attendance.
- b) Analysis of market demand for the proposed schedule of events/rentals.
- c) Details and results of any preliminary discussions with potential program partners, co-producers or co-promoters for mainstage events and performances and/or for educational and community programs in the Facility.
- d) If the Proposer anticipates any Facility alterations in the first five (5) years of operation, provide details of any analysis conducted to support the projected capital costs.

11. Sublease and Operating Agreement

Specify all proposed exceptions/modifications to the proposed Sublease and Operating Agreement between the selected Operator and the City, a copy of which is provided in Exhibit G. If proposing exceptions/modifications, Proposer must include the following:

- a) A red-lined version of the Sublease and Operating Agreement that clearly tracks all proposed changes (additions, deletions, modified language, or new provisions), and
- b) Written documentation providing an explanation/rationale for each individual change proposed, including both the rationale for proposing the change and the proposed benefit to the City for accepting the change.

VI. PROPOSAL EXECUTION

The proposal shall be signed by an official authorized to bind the Proposer, and shall contain a statement to the effect that the proposal is valid for ninety (90) consecutive calendar days. However, the City reserves the right in its discretion to request an extension of the validity period from some, all, or no Proposers.

The proposal must be signed in blue ink, with the address of the Proposer's entity provided. Evidence of the legal status of the Proposer's entity, whether individual, partnership, corporation, limited liability company or otherwise, shall also be provided.

VII. SELECTION PROCESS

1. Evaluation Criteria

All proposals will be evaluated by the Review Panel in accordance with the criteria and procedures identified below. Without limiting any of its rights described herein, the City reserves the right, in its discretion, to make a selection based directly on the proposals submitted or to negotiate further with one or more of the respondents. The respondent

selected under this RFP will be chosen on the basis of its apparent ability to best meet the overall objectives of the City, as determined in the City's sole and absolute discretion.

2. Phase 1 Evaluation

Proposals will be evaluated by the Review Panel on a scale of 50 points. The weighted criteria listed below will be employed in assessing the merits of each proposal. The subcategories listed describe some but not all the criteria that will be considered.

a) Qualifications and Prior Experience of Proposer (10 Points)

- i. Experience and qualifications of Proposer in managing and operating similar facilities will be considered, as well as overall financial health of the Proposer's organization, management and governance structure, and key leadership.

b) Proposed Use and Business Plan (20 Points)

- i. Quality and nature of proposed programming for the Facility will be considered, as well as financial and operational viability of the proposed business plan and its long-term potential to maintain the Burbank Center Stage as a vibrant center for educational, cultural, social, and recreational activity for Burbank residents.
- ii. Identify any business plans to reinvest proceeds to support educational, cultural, social, and recreational activity for the community.
- iii. Identify any business plans to provide subsidies in the form of reduced rates to resident nonprofit groups.

c) Business Plan Assumptions (10 Points)

- i. The extent and depth of research to support market assumptions in the proposed business plan will be considered, as well as the quality of the analysis to determine realistic goals and projections in the business plan.

d) Proposed Rate (10 Points)

- i. The competitiveness of the proposed monthly rate (including revenue sharing and capital investments, as may be applicable) payable to the City for the use of the Facility will be considered.

3. Phase 2 Evaluation for highest-rated Proposer(s):

- a) The City anticipates conducting interviews with the highest rated Proposer or Proposers, for up to 50 additional points.

4. Phase 3 Evaluation for highest-rated Proposer(s)

- a) Following Phase 2, the City will perform reference checks for the highest rated Proposer(s), for up to 20 additional points.

Selection of one (1) proposal from among all Proposers with the highest point total will be selected to start the negotiation process . The selection will be based on the experience and qualifications (both in general and more specifically as it relates to management and operations).

VIII. RFP TERMS AND CONDITIONS

1. This RFP is an invitation to submit proposals and does not commit the City in any way to enter into an agreement or to proceed with the RFP. The issuance of this RFP does not obligate the City to pay any costs whatsoever incurred by any Proposer in connection with: (a) the preparation or presentation of a proposal; (b) preparation or participation in an oral interview; (c) any supplements or modifications of this RFP; or negotiations with the City or other party arising out of or relating to this RFP or the subject matter of this RFP. The determination by the Review Panel to select and recommend a particular proposal for approval by the City Council shall not constitute acceptance of the Proposer's business offer, which may be subject to further negotiation prior to approval of a final sublease with the City. The final sublease will be subject to approval by City Council in its sole discretion.
2. The information presented in this RFP, and in any report or other information provided to Proposers, is provided for the convenience of the interested parties. It is the sole responsibility of interested parties to ensure that the information contained in this RFP or other documents is accurate and complete. No representations, assurances or warranties pertaining to the accuracy of such information are or will be provided by the City or its advisors or by the Review Panel.
3. The City expressly reserves the right at any time, and from time to time, for its own convenience, and in the City's sole discretion, to do any or all of the following:
 - a) Waive or correct any defect or technical error as to form or content of this RFP or in any response, proposal, or proposal procedure, as part of this RFP or any subsequent negotiation process;
 - b) Reject any and all proposals, without indicating any reason for such rejection;
 - c) Reissue a Request for Proposals;

- d) Modify or suspend any and all aspects of the selection process, modify the scope of the project or the required responses, or modify the selection process and/or evaluation criteria indicated in this RFP;
 - e) Request that Proposers clarify, supplement or modify the information submitted;
 - f) Extend deadlines for accepting responses, request amendments to responses after expiration of deadlines, or negotiate or approve final sublease;
 - g) Negotiate with any, all, or none of the Proposers;
 - h) Modify, in the City's sole discretion, the final sublease and operating agreement during the contract negotiations phase of this RFP;
 - i) If negotiations with the highest-ranked Proposer fail to proceed to the reasonable satisfaction of the City, at the City's sole and absolute discretion, the City may negotiate with and enter into a final sublease with another Proposer, or begin the selection process anew; and/or
 - j) Consider any information about any Proposer that is not expressly contained in Proposer's response.
4. Selection of a proposal for recommendation to City Council should not be construed as an approval of the proposed sublease, or terms of management and operation of the Facility. Further review and approval by other agencies and the City may be required. No final approval will have occurred unless and until the City Council has approved the final sublease.
5. By submitting a proposal, the Proposer certifies to the City that the Proposer has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or promised any other thing of value contingent on the award of an agreement with the City related to the Facility, to any City employee or official or to any contracting consultant hired by the City.
6. Responses to this RFP shall be subject to the City's obligations under the California Public Records Act (Cal. Government Code §§ 6250 et seq.). Information will be made available to the public upon written request after the final sublease has been awarded. Proprietary financial information submitted in response to this RFP will not be disclosed until and unless that person or entity is awarded the final agreement, except as set forth below. The City shall not be responsible under any circumstances for any damages or losses incurred by a Proposer or any other person or entity because of the release of any financial or other information. If Proposer believes that any information submitted with the proposal is confidential, Proposer

must mark such information as confidential and provide specific justification why such information, upon request, is not subject to disclosure by the City under the California Public Records Act.

7. Proposers shall clearly identify in their proposals those financial records or other information that the Proposer in good faith determines to be a trade secret or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, the City will attempt to reasonably maintain the confidentiality of such financial information, consistent with the City's general practices for maintaining the confidentiality of such information, and information so marked will be redacted from the copies presented to the public. However, generally, all documentation including financial information submitted by any Proposer to the City are public records under state and local law, including the California Public Records Act and the City will not under any circumstances be responsible for any damages or losses incurred by a Proposer or any other person or entity because of the release of such financial information.
8. The City will not return submittals or any information submitted in connection with a submittal.
9. All facts and opinions stated in this document (including any attachments or exhibits) and in the additional reports and information are based upon available information, and no representation or warranty is made with respect thereto.
10. Gratuities, Attempt to Secure Favorable Treatment - It is improper for any City officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract Agreement or that the Proposer's failure to provide such consideration may negatively affect the City's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a City officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract Agreement.

EXHIBIT A

Area Maps

Burbank Center Stage

555 North Third Street, at the corner of North Third Street and Cypress Avenue.

Map view:



Satellite view:



EXHIBIT B

Burbank Center Stage Photos

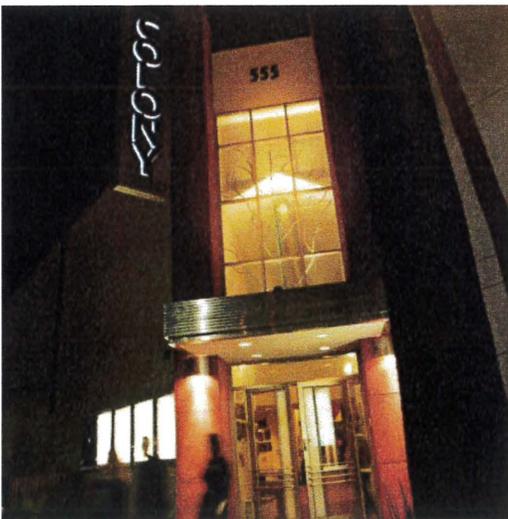
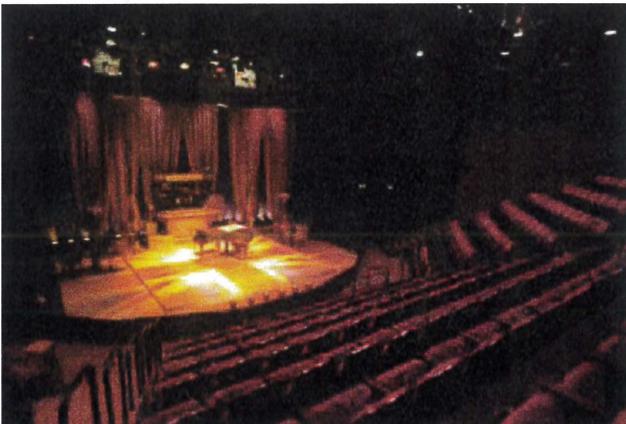
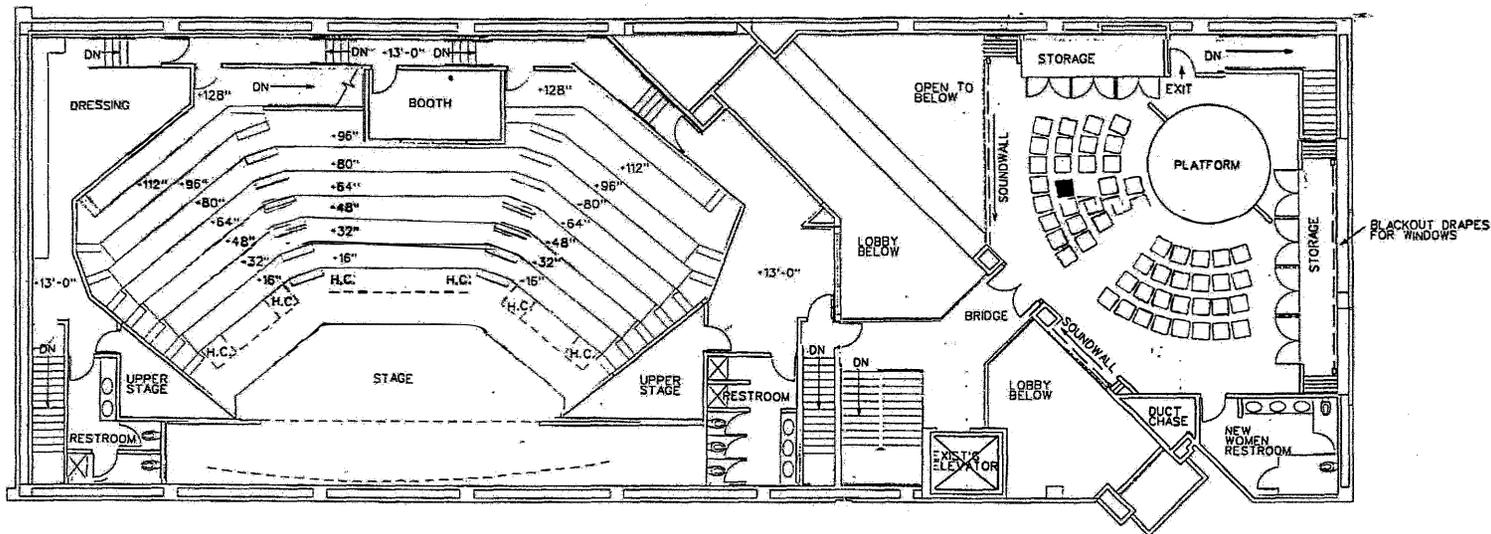


EXHIBIT C

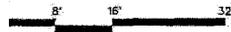
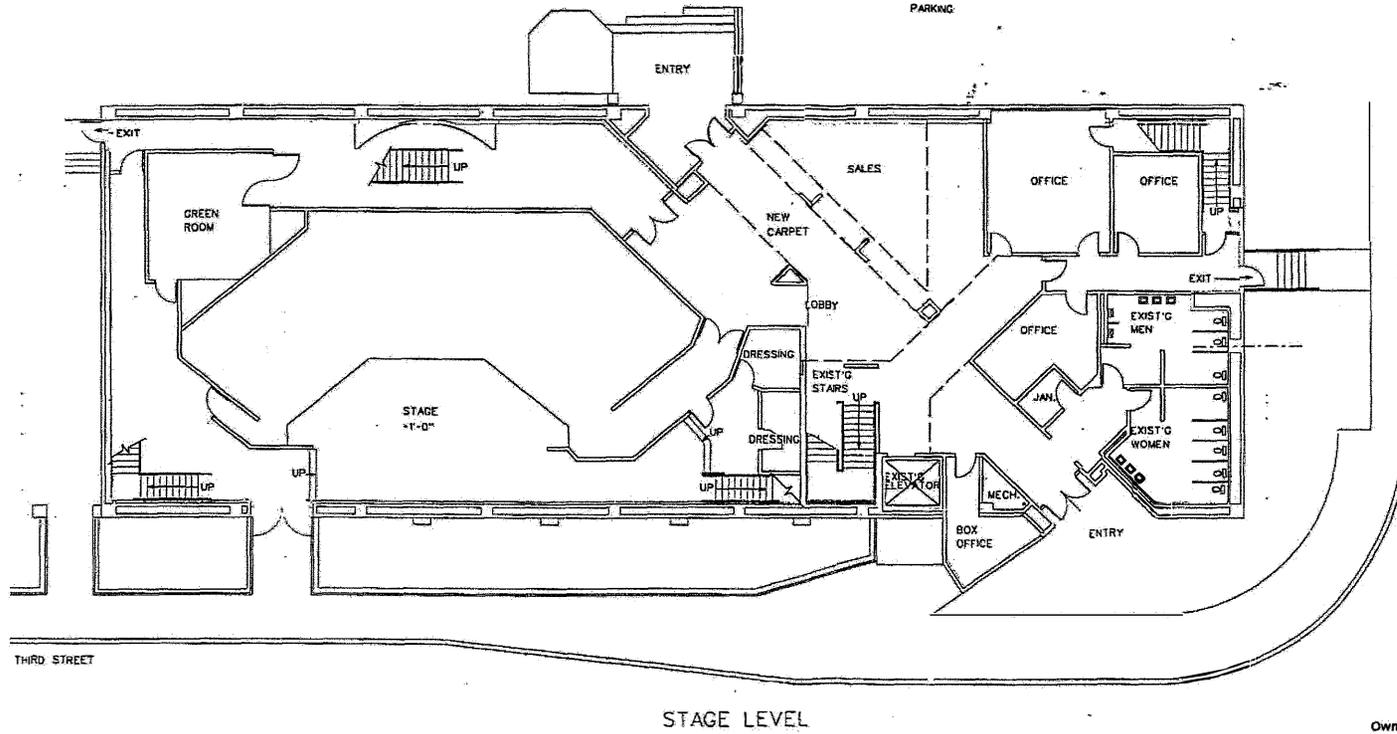
Burbank Center Stage Upper Floor



UPPER LEVEL



EXHIBIT C
Burbank Center Stage Level



Owner: City of Burbank
 Description: 11,635 seat theatre
 Architect: Stout Architect

5 1 0 8 1

EXHIBIT D

Burbank Center Stage Mainstage Seating Plan

CAPACITY: 266 seated

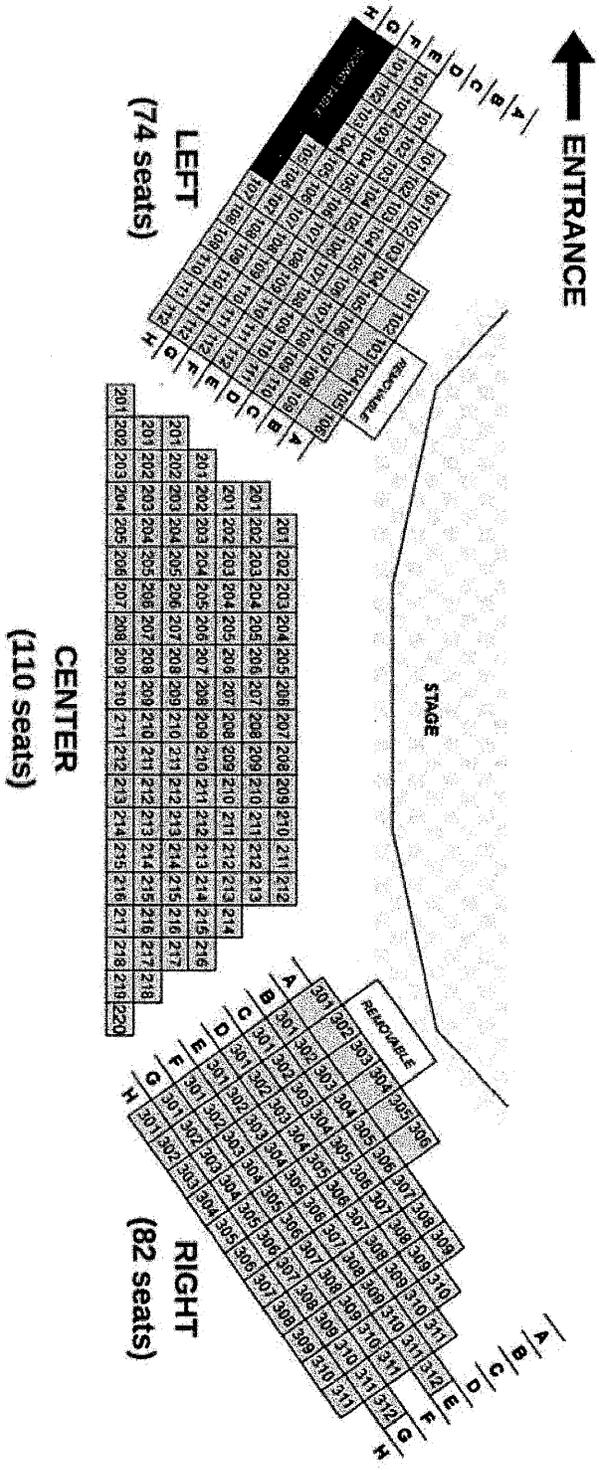


EXHIBIT E

Sample Table – Anticipated Number of Events

Burbank Center Stage Theater - Anticipated NUMBER OF EVENTS	YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5		
	Main stage	Rehearsal Studio	Gallery & Lobby	Main stage	Rehearsal Studio	Gallery & Lobby	Main stage	Rehearsal Studio	Gallery & Lobby	Main stage	Rehearsal Studio	Gallery & Lobby	Main stage	Rehearsal Studio	Gallery & Lobby
Events produced by Operator															
Events presented by Operator, produced by renter															
Events promoted by Operator, produced by renter															
Rentals to community/civic groups															
Rentals to private/commercial clients															
Total Events															

EXHIBIT F

Sample Table – Estimated Annual Attendance

Burbank Center Stage Theater - Estimated ANNUAL ATTENDANCE	YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5		
	Main stage	Rehearsal Studio	Gallery & Lobby	Main stage	Rehearsal Studio	Gallery & Lobby	Main stage	Rehearsal Studio	Gallery & Lobby	Main stage	Rehearsal Studio	Gallery & Lobby	Main stage	Rehearsal Studio	Gallery & Lobby
Events produced by Operator															
Events presented by Operator, produced by renter															
Events promoted by Operator, produced by renter															
Rentals to community/civic groups															
Rentals to private/commercial clients															
Total Events															

EXHIBIT G
Sample Sublease and Operating Agreement

DRAFT

SUBLEASE AND OPERATING AGREEMENT

This Sublease and Operating Agreement (“**Sublease**”), is made and entered into as of this **## day of *******, 2023 (“**Effective Date**”) by and between the CITY OF BURBANK, a municipal corporation and charter city, (“**City**”), and ********* (“**Sublessee**”) (collectively, the “**Parties**”), on the following terms and conditions:

RECITALS

A. City is the “Tenant” under that certain Lease dated April 7, 1992 (the “**Master Lease**”), with HAAGEN-BURBANK PARTNERSHIP, a California general partnership, predecessor-in-interest to CAPREF Burbank LLC, as “Landlord,” (“**Mall**”) for certain real property located in the City of Burbank and more fully described as the “Premises” (the “**Premises**”) in the Master Lease.

B. Pursuant to Section 7.01 of the Master Lease, City is granted “the right to use the Premises for the operation of a cultural facility of the City of Burbank which provides educational, cultural, social and recreational activities to the general public [...]”

C. **[Additional information to be inserted]**

D. Sublessee desires to sublease from City the Premises for the purpose of providing educational, cultural, and recreational programming to the general public, and more specifically by operating, maintaining, and managing the Premises as **[describe Sublessee’s proposed use of the Premises]**.

For valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Sublease.** City hereby subleases to Sublessee, and Sublessee hereby subleases from City, the Premises under the terms and conditions of this Sublease. This Sublease is subject to all of the terms and conditions of the Master Lease, attached and incorporated herein as Exhibit A, as may be amended, and, except as provided in this Sublease, Sublessee will assume and perform the obligations of City as “Tenant” in the Master Lease, and comply with all of the terms and conditions of the Master Lease (including any amendments thereto) as if it were the “Tenant” thereunder. Further, this Sublease is subject to that certain First Amended and Restated Construction, Operation and Reciprocal Easement Agreement dated December 6, 1990 by and among Haagen-Burbank Partnership and various tenants of the shopping center in which the Premises is located (the “**Reciprocal Easement Agreement**”), and the provisions of the Burbank Municipal Code, including but not limited to, zoning restrictions.

2. **Term of Sublease; Extension of Term; Right to Terminate.**

(a) **Term.** The term of this Sublease (the “**Term**”) will commence on **[ENTER DATE]** (“**Term Commencement Date**”), and will end **[ENTER LENGTH]** thereafter (the “**Term**”), subject to early termination or extension as provided in this Sublease.

(b) **Extension of Term.** Sublessee will have the right to request to extend the Term for three (3) separate and successive periods of five (5) years each from the date upon which the Term would otherwise expire, provided that Sublessee is in compliance with all provisions in this Sublease. If Sublessee is not in compliance with all provisions of this Sublease, Sublessee will not have the right to request an extension of the Term as provided herein. An extension will only be effective upon the occurrence of the following events:

(i) Sublessee must give City written notice of Sublessee's request for an extension at least six (6) months prior to the date this Sublease would otherwise expire.

(ii) Once Sublessee makes a request for any extension of the Term, the extension will be administratively granted upon determination by the City's Parks and Recreation Director ("**Director**"), in the Director's sole discretion, that Sublessee is in substantial compliance with the Goals and Objectives outlined in Exhibit B ("**Goals**").

(iii) Prior to granting an extension of the Term, the Parties must agree to new Goals for the extension period. Furthermore, prior to extending the Term the Parties may agree to amend the terms of this Sublease subject to approval by the City Council.

(c) **Notice of Director's Determination.** The Director will give written notice to Sublessee within 30 calendar days after receipt of Sublessee's request for extension whether or not, in the Director's sole discretion, Sublessee is in substantial compliance with the Goals. If the Director determines Sublessee is in substantial compliance with the Goals, the extension will be granted. If the Director determines that Sublessee is not in substantial compliance with the Goals and Sublessee disagrees, Sublessee shall have the right, within three (3) calendar days of receipt of the Director's determination, to make a written request, for a meeting with the Director. The meeting will be held within twenty-one (21) calendar days of the Director's receipt of the request. During this meeting, Sublessee and Director will specifically discuss why Director believes Sublessee is not in substantial compliance with the Goals, and attempt to reach a compromise, including, but not limited to, allowing Sublessee a reasonable period to cure any deficiencies. Following such meeting, the Director may issue a new determination or establish conditions upon which an extension may be granted. The Director's determination will be final.

(d) **Right to Terminate.** Notwithstanding the foregoing, Sublessee and the City will each have the right to terminate this Sublease at any time upon delivery to the other party of at least 90 days' notice of the terminating party's election to do so, and the Sublease will terminate on the termination date set forth in any such notice.

(e) **Month-to-month.** If City remains in negotiations with a future sublessee at the end of the Term and any extensions thereof, in the Director's sole discretion and subject to approval by Sublessee, City and Sublessee may continue performance under this Sublease on a month-to-month basis not to exceed six months unless a longer time is mutually agreed to by the Parties.

3. Acceptance and Suitability of the Premises. Sublessee acknowledges that neither City nor any agent of the City has made any representation or warranty with respect to the Premises or the suitability or fitness thereof for the conduct of Sublessee's use. The taking of possession or use of the Premises by Sublessee for any purpose will conclusively establish that the Premises were then in satisfactory condition and in conformity with the Sublease in all respects.

4. Rent.

(a) **Rent.** All sums payable by Sublessee pursuant to this Sublease shall be considered "**Rent.**"

(b) **Base Rent.** Sublessee will pay the sum of \$##### per month ("**Base Rent**") to City. Base Rent payable to City shall be paid monthly, in advance on the first day of each calendar month for which Base Rent is due, without deduction or offset.

(c) **Participation/Percentage Rent.** Percentage Rent will be #% Gross Revenues. "**Gross Revenues**" shall be calculated based on the difference between all earned revenues from the sale of goods and the provision of services from the operation of the Premises or its various components, as well as all earned revenues from the temporary rental of the Premises to third-parties, minus operating expenses, cash gifts, donations and grants made to Sublessee where no return consideration is given by Sublessee.

(d) **Escalation.** [to be inserted]

(e) **Late Charge; Interest.** City may at its option impose a 5% late charge for payments made more than 7 days late, without waiving any other remedies available for default. Notwithstanding the foregoing, no late charge will accrue on the first such delinquency in any calendar year until the expiration of a ten (10) day written notice from City to Sublessee stating that Sublessee is so overdue. Failure to impose a late charge will not be a waiver of City's rights hereunder. In addition, any Rent not paid when due will bear interest at the rate of 10% per annum until paid.

(f) **Reserved**

5. Transfer of Personal Property. On the Term Commencement Date, City may transfer and convey to Sublessee certain personal property consisting of furniture, fixtures, equipment, machinery, and other personal property utilized in the operation of the Premises that Sublessee has agreed to lease from City ("**Personal Property**"). Sublessee agrees to accept all Personal Property as is and acknowledges that all ongoing expenses related to maintain and replacing the Personal Property will be an operational expense to Sublessee.

6. Management, Use and Operation.

(a) Sublessee may use the Premises as a community arts and/or performance center for the purpose of providing a venue for community groups and individuals to showcase educational, cultural, social or recreational activities, as limited pursuant to the terms hereof. Use of the Premises may include, but will not necessarily be limited to, live theatre productions including joint ventures between the Sublessee and third-party theatre groups, cabaret, readings, workshops, seminars, exhibits, children's theater, benefits, classes and lectures, and will entail extensive use of the auditorium and multi-purpose room. Furthermore, Sublessee's use will be consistent with use of the Premises by the "Tenant" in accordance with the Master Lease.

(b) Basic Service Obligations.

(i) Provide first class customer service to all visitors, audiences, and rental clients (as applicable).

(ii) Establish pricing levels for all proposed programming including in-house events and third-party rentals (as applicable).

(iii) Establish, maintain, and pay for the telephone and website, with up-to-date information about the programs and events, contact information, access instructions, etc.

(iv) Maintain consistent online commerce and office hours as necessary to accommodate visitors, phone calls, and meetings that may arise.

(v) Establish requirements for use by third-party rentals, including but not limited to a rental or occupancy agreement, the basic form shall be provided to the Director upon request, which must be executed by all third-parties desiring to rent the Premises. At a minimum, the rental or occupancy agreement shall (1) establish box office and Premises hours; (2) enumerate specific services to be provided by Sublessee; (3) require renters to exercise safe and reasonable care in the use of the Premises and its fixtures and equipment; (4) require renters to be fully responsible for damage to the Premises and its fixtures caused by such renters or their audiences, ordinary wear and tear excluded; (5) require renters to furnish proof of liability insurance for all of the renter's activities and audiences, affording protection to a limit of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage, naming Sublessee, the City, the Mall and the Mall's lender if requested by the Mall, as additional insureds on a separate endorsement to the insurance policy; and (6) immediately terminate upon the expiration or other termination of this Sublease.

(c) **[Reserved]**

(d) Operational Guidelines. Sublessee will develop a set of guidelines ("Operational Guidelines") for the Premises. The Operational Guidelines will include hours of operation and other policies relating to the operation of the Premises. Sublessee must comply with the Operational Guidelines at all times. At a minimum, the Premises must be operated **[describe basic days of operation]** throughout the year and may only be closed on holidays specified in the Operational Guidelines. The Premises must be kept open during all hours necessary to adequately serve the public. Any changes in the days and hours for operation will be subject to approval by the Director.

(e) Management and Operations. **[describe management structure]**

(i) Premises Personnel. Sublessee will, in its sole discretion, hire Premises staff, including all on-site management personnel, to oversee all rentals, programming and production, janitorial staff, administrative staff and others deemed by Sublessee to be appropriate for the efficient operation of the Premises. Such personnel may be hired as qualified independent contractors rather than employees to perform specified services. If Sublessee contracts with an independent contractor to provide such services, Sublessee shall ensure that the independent contractor complies with all provisions contained in this Sublease relating to the management, use, and operation of the Premises. Upon request by City, Sublessee shall submit a copy of its most recent agreement with any such independent contractor to the Director. At a minimum, the agreement shall require the independent contractor to comply with all terms and provisions contained in this Sublease. Sublessee's failure to ensure compliance by its independent contractor in accordance with this section shall constitute a breach of this Sublease.

(ii) Live Scan Fingerprinting and Background Check by the US Department of Justice (DOJ). All employees, independent contractors, and volunteers of Sublessee interacting with minors or who have supervisory or disciplinary authority over minors must complete and pass the City of Burbank Live Scan Fingerprinting and background check clearance by DOJ prior to performing work or other services for Sublessee in such a capacity. Sublessee will be responsible for paying all applicable fees related to the Live Scan fingerprinting and background check.

(f) Management and Operations Plan; Proposed Annual Budget. Sublessee must submit to the City for review, by [Date] of each year, a Management and Operations Plan that includes a detailed proposal for providing Management and Operations services at the Premises. In addition, Sublessee must submit a proposed operating budget (the "Proposed Annual Budget") to the City for the upcoming calendar year. The Proposed Annual Budget must specify the amount of working capital required to continue operations of the Premises for the upcoming fiscal year (defined as July 1 through June 30) in light of all major policy decisions, specify all anticipated expenses required to operate the Premises and all projected expenses for long term improvements at the Premises. City will have the right to comment upon and make suggestions with respect to the Management and Operations Plan and Proposed Annual Budget, provided, however, while Sublessee must consider all of City's suggestions and comments, Sublessee will not be obligated to implement the same. Such annual review will take place at a meeting between the Sublessee, the Director and such other persons, as the parties consider necessary.

(g) Goals and Objectives. Sublessee agrees to manage, use, and operate the Premises at all times in compliance with the Goals. The Goals will be subject to annual review to occur no later than one year following the Term Commencement Date, and continuing on or about that anniversary throughout the Term. As part of this review, Sublessee will submit a financial statement for the most recently completed fiscal year in a form approved by the City. The annual review will occur at a meeting between Sublessee's representative(s) and the Director, and other individuals the Parties consider necessary. As a result of this review and with the approval of the members of the City's Park, Recreation and Community Services Board, the Parties may agree to amend, modify, or eliminate any of the goals or objectives in light of changing conditions and in furtherance of the best interests of the community.

(h) Safety and Processing Claims. Sublessee must maintain safety standards that are consistent with acceptable industry practices for similar facilities. Sublessee will investigate and process all claims including those for property damage or personal injury. Sublessee will cooperate fully with City in the investigation of any property damage, accidental injury or death occurring on the Premises, including a prompt report to the Director.

(i) License, Permits, Business Taxes and Accreditations. Sublessee will apply and use its commercially reasonable efforts to obtain and maintain, all licenses, permits, business taxes and accreditations required in connection with the management and operations of the Premises, the cost of which will be an operating expense incurred by the Sublessee. City will cooperate with Sublessee in applying for, obtaining, and maintaining such licenses, permits, and accreditations, as applicable.

(j) In connection with its use of the Premises, Sublessee must comply with all applicable laws and ordinances concerning such use. Sublessee agrees not to commit or suffer to be committed any waste or nuisance in, or about the Premises (including allowing any offensive odors to carry outside of the Premises). Sublessee will comply in all material respects with all governmental laws, ordinances and regulations which pertain to or apply to the use of the Premises, now or subsequently imposed, concerning the use or operation of the Premises.

7. Maintenance and Repair; Alterations.

(a) Sublessee's Maintenance and Repair Obligations.

(i) Sublessee hereby acknowledges and represents that Sublessee has inspected the Premises and agrees to sublease the Premises in its present condition. In that condition, Sublessee agrees, at Sublessee's sole cost and expense and without right of reimbursement from the City, but subject to the provisions of this section, to make such repairs and improvements to the interior, non-structural portions of the Premises as may be necessary for Sublessee's use, and to maintain the Premises in good and sanitary order and repair; provided, however, that any such repairs, improvements, or maintenance will be subject to the terms and conditions imposed upon "Tenant" in the Master Lease unless otherwise provided herein. Sublessee will be responsible for non-capital repair and replacement, and general cleaning and maintenance of the interior of the Premises, as well as all repair obligations of "Tenant" under the Master Lease unless otherwise provided herein. During Sublessee's occupancy of the Premises under this Sublease, Sublessee will be responsible for repair, replacement and maintenance of all improvements made in and to the Premises by Sublessee (whether of a capital or non-capital nature). Sublessee will obtain City's approval prior to completing any repair, replacement, or maintenance to the Premises, which approval will not be unreasonably withheld. In the event any repairs, improvements, or maintenance require approval by the Mall under the Master Lease, Sublessee will first obtain City's approval of such repairs, improvements, or maintenance to the Premises. Sublessee will provide timely notice to City and/or Mall, as applicable, of any repairs that are the responsibility of City or Mall of which Sublessee is aware of. Upon the expiration or termination of this Sublease, Sublessee agrees to surrender the Premises in good and sanitary order, condition and repair; permitted or approved alterations, improvements, additions, and reasonable wear and tear excepted.

(ii) Janitorial Service. Sublessee will be responsible for complete janitorial services and the furnishing of janitorial supplies, lamps and tubes for the proper maintenance of all facilities at the Premises.

(b) City's Maintenance and Repair Obligations. City will be responsible for any and all improvements and maintenance necessary for compliance with applicable laws (including, without limitation, the Americans with Disabilities Act), and for maintenance related to the HVAC and heating equipment, for the pipes and conduits serving the Premises (including those contained between the exterior and interior walls), and for maintenance related to the elevator. **City will be responsible for capital repair of the Tenant Improvements at the Premises listed on Exhibit C.**

(c) **Mall's Maintenance and Repair Obligations.** The Parties acknowledge that the Mall is responsible for certain maintenance and repairs to the Premises as outlined in the Master Lease, and will provide Mall with notice of any outstanding repairs or maintenance that is the responsibility of the Mall.

(d) **Capital Improvements.** Except as otherwise provided herein or as stated in the Goals and Objectives, neither Sublessee nor City will be obligated to construct any capital improvements to the Premises unless required by the Master Lease, nor will Sublessee or City be obligated to perform any repairs or maintenance to the roof (including the roof membrane), building systems, or structural components of the Premises (including the foundation), or replace any portion of the Premises, unless the cause for such repairs is due to the negligence or willful misconduct of Sublessee, its agents or employees or caused by alterations, addition or improvements made by Sublessee or anyone claiming under Sublessee, in which case Sublessee is required under this Sublease to make such repairs.

(e) **Insurance Rates.** Sublessee will not do or permit activities on or in the Premises, nor bring or keep anything in the Premises, that will in any way invalidate, increase the existing premium rate of, or otherwise affect, any insurance upon the Premises, and if such activities should result in any increase in the existing premium rate of insurance, then Sublessee shall be liable for such additional cost.

(f) **Alterations.**

(i) **General.** Except as otherwise provided in this paragraph, Sublessee will not make any alterations, additions, or improvements to the Premises, without City's prior written approval, which approval will not unreasonably be withheld or delayed. Furthermore, if such alterations, additions, or improvements require approval by the Mall under the Master Lease, Sublessee will obtain the Mall's approval prior to making such alterations, additions, or improvements. If Sublessee desires to make any such alterations, additions or improvements, Sublessee will provide to City at least 10 calendar days' written notice prior to commencement of construction. City will have the right to approve the contractor used by Sublessee for any work in the Premises, and to post notices of non-responsibility in connection with work being performed by Sublessee in the Premises. Sublessee agrees to indemnify and hold the City, Mall, and the Premises free and harmless from any and all liabilities, claims, liens, encumbrances and judgments created or suffered in connection with labor, services or materials furnished in connection with any alterations or additions which Sublessee causes to be made to the Premises. Sublessee will not permit any mechanic's lien or stop order or other encumbrance as outlined in Section 2.04 of the Master Lease to be recorded against the Premises. If any mechanic's lien or stop order or other encumbrance is recorded against the Premises, Sublessee will either cause the same to be discharged of record within ten (10) days after the date of recordation, or, if Sublessee in its discretion determines to contest the lien, Sublessee must furnish such security and bond as may be reasonably necessary to prevent any foreclosure proceedings against the Premises during the pendency of such contest. Work by Sublessee shall comply with all laws then applicable to the Premises. The foregoing will not be deemed a waiver of the police powers of the City of Burbank to review and approve all applications for building permits to confirm that the proposed improvements comply with applicable building codes.

(ii) **Signs.** Sublessee will pay for and perform removal of all exterior signs and other advertising features installed at the Premises as of the Term Commencement Date, including but not limited to the marquee sign. Such removal will be subject to approval by the Mall. If Sublessee chooses not to replace such signs or advertisements with new signage/advertisements, Sublessee agrees to restore the exterior of the Premises to a condition reasonably satisfactory to the City and the Mall following such removal.

Sublessee may also pay for and perform installation of new exterior signage that advertises Sublessee's use of the Premises, subject to approval by the City and the Mall. All signage will be subject to the terms and conditions of the Master Lease and REA. At Sublessee's sole cost and within 30 days of the expiration or other termination of this Sublease, Sublessee must remove all exterior signs and other advertising features installed by Sublessee, and restore the Premises to a condition reasonably satisfactory to City and the Mall.

(g) **Ownership of Improvements.** All improvements (which will be anything affixed to the Premises, unless determined otherwise by the City) made to the Premises will be owned by City upon expiration of the Term or sooner termination of this Sublease. Sublessee will not, however, remove any other improvements from the Premises nor waste, destroy, or modify any improvements on the Premises, except as permitted by this Sublease. All improvements on the Premises at the expiration of the Term or sooner termination of the Sublease will without compensation to Sublessee, then become City property free and clear of all claims to or against them by Sublessee or any third person, and Sublessee will defend and indemnify City against all liability and loss arising from such claims or from City's exercise of the rights conferred by this paragraph.

8. Utilities and Services.

(a) **Utilities.** Sublessee will pay all utility charges for the Premises. If City or Mall incurs any costs for utilities, including but not limited to water, electric and/or gas, then Sublessee will reimburse City or Mall within 5 days after being billed therefor. Upon request of City, Sublessee will provide to City proof of payment of any or all utilities in a manner acceptable to City in its reasonable discretion.

(b) **Regulations.** Sublessee must comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities will not be deemed an eviction or disturbance of Sublessee's use and possession of the Premises, render City or Mall liable to Sublessee for damages, or relieve Sublessee from performance of Sublessee's obligations under this Sublease.

(c) **Security.** City will not provide security service or adopt security measures regarding the Premises.

9. Taxes and Assessments.

(a) **Possessory Interest Taxes.** Sublessee recognizes and understands that this Sublease may create a possessory interest subject to property taxation levied on such interest. Sublessee agrees to pay promptly, prior to delinquency, all such taxes, if any, directly to the tax collector.

(b) **Real Estate and Other Ad Valorem Taxes and Assessments.** To the extent Sublessee, or its subtenants or assigns, is not a tax-exempt entity with regard to property taxes or otherwise fails to maintain its tax-exempt status with regard to property taxes, Sublessee will pay during each year of the Term, all real estate and other ad valorem taxes and assessments of every kind (including general and special assessments, foreseen and unforeseen) with respect to all land, buildings and improvements on the Premises (collectively, "**Taxes**") that may be charged directly by the Mall against Sublessee or otherwise charged against the City pursuant to the Master Lease. For purposes of this paragraph, the provisions in the Master Lease will govern Sublessee's rights and obligations with regard to such Taxes.

(c) **Other Taxes.** Sublessee will pay all taxes, license fees or other governmental charges assessed or imposed on the Personal Property owned by Sublessee

located on the Premises or upon the business operations of Sublessee conducted on the Premises.

10. Accounting Systems and Audits.

(a) **Accounting Systems and Business Records.** Sublessee must maintain an accurate accounting of all receipts and disbursements in connection with the Premises. The method of accounting and bank accounts established for the Premises will be separate from the accounting system used by Sublessee for any other matters. Sublessee's accounting system will be in accordance with Generally Accepted Accounting Principles ("GAAP"). Such methods include the keeping of the following documents:

- (i) Regular books of accounting such as general ledgers.
- (ii) Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- (iii) State and Federal income tax returns, sales tax returns and checks and other documents proving payment of sums shown.
- (iv) Internal controls on the receipt and recording of all cash receipts, and all other operational financial accounting controls and procedures as they relate to gross revenues are subject to the approval of the City. At a minimum, the internal control of cash must include an electronic cash register Point of Sale ("POS") with an auditable daily tape, daily reconciliation of the cash deposit and sales, issuance of physical dated receipt to every patron, a daily activity report listing number of patrons, total collection, merchandise sold (if applicable) and a monthly summary report.
- (v) Any other accounting records that City, in its reasonable discretion deems necessary for proper reporting of receipts.

(b) **Retention of Financial Records.** Sublessee will maintain, at its principal offices, its financial records pertaining to such books of account, records, cash receipts, and other pertinent data pertaining to the Premises, which must be kept for a period of at least four (4) years after the conclusion of any fiscal year. The receipt by City of any statement, or any payment of additional rent for any period, will not bind City as to the correctness of the statement or the payment.

(c) **Audit.** City reserves the right during the Term on an annual basis and within four (4) years after expiration or termination of this Sublease to inspect and examine all Sublessee's books of account, records, cash receipts, and other pertinent data relevant to the operation, maintenance, and management of the Premises at City's expense, except as provided in this section. Specifically:

- (i) An annual audited statement prepared by a certified public accountant, in accordance with general GAAP detailing all income may be requested to be submitted within ninety (90) days of the closing of the fiscal year. The annual statement must include all Gross Revenues (including itemized calculations of such Gross Revenues) and itemized operating expenses, in addition to any other items set forth in this Sublease for the preceding fiscal year. Additionally, the Sublessee may be asked to provide tax return prepared by an independent certified public accountant. If Sublessee fails to deliver such statement and/or tax returns to City within said ninety (90) day period, City will have the right thereafter to audit or cause an audit to be performed, at the Sublessee's expense.

(ii) The City's right to audit will extend during the length of this Sublease and for a period of four (4) years, or longer if required by law, following the date of final payment under this Sublease. Sublessee agrees to retain all necessary records/documentation for the entire length of the City's right to audit.

(iii) An audit may be accomplished, in the City's sole discretion, by either City forces or an outside auditing firm. In addition, City retains the right to perform spot check audits no more than once a year and upon providing notice to Sublessee at least forty-eight (48) hours in advance; this limitation does not apply to audits required to investigate criminal or suspicious behavior.

(iv) Sublessee will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which Sublessee agrees must be made as a result of any such audit or inspection of Sublessee's invoices and/or records will be made within thirty (30) days from presentation of City's findings to Sublessee. If Sublessee fails to make such payment, Sublessee agrees to pay interest, accruing monthly, at the maximum legal rate. Interest will be computed from the date of written notification of exception(s) to the date Sublessee reimburses City for any exception(s). If audit inspection or examination in accordance with this section, discloses underpayments (of any nature) by Sublessee to City in excess of one percent (1%) of the value of that portion of the Sublease that was audited, the actual cost of City's audit will be reimbursed to City by Sublessee.

(v) To the extent legally possible, City will keep information gained from such statements, inspection, or audit confidential (subject to applicable laws, including but not limited, to the California Public Records Act and the Ralph M. Brown Act), and will only disclose such information for the purpose of administering or otherwise carrying out the purposes of this Sublease.

11. Board Reports. To ensure compliance with the terms of this Sublease the Sublessee must prepare and present annual reports to the City's Park, Recreation, and Community Services Board, identifying all aspects of the operations as defined herein. Reporting will include but not be limited to: revenue, expenses, programming, attendance and maintenance. Sublessee will provide an initial report to the Board after the first one-hundred eighty (180) days following the Term Commencement Date. Thereafter, reports will be provided to the Board annually, on the same date that the Board reviews and approves the Goals.

12. Insurance and Indemnity.

(a) **Mechanics Liens.** Sublessee will not allow any mechanics liens to attach to the Premises or Sublessee's interest in the Premises as a result of its activities, and Sublessee will cause any such liens to be released, by bond or otherwise, within 10 days after the filing thereof.

(b) **Insurance.** Sublessee will keep and maintain in full force and effect, from the Term Commencement Date, the following:

(i) Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage (including loss of use thereof) arising out of Sublessee's operations under this Sublease.

(ii) All risk property insurance covering the Premises, with coverage limits not less than the full replacement cost of the Premises. Sublessee must also maintain insurance coverage on at the full replacement cost, or otherwise assume financial liability for, the Personal Property and the furnishings and equipment owned by Sublessee and any tenant improvements or betterments installed by Sublessee.

(iii) Workers' compensation and employer's liability or other similar insurance pursuant to all applicable state and local statutes and regulations. The policy must be endorsed to waive all rights of recovery against the City, members of the City Council, and officers, employees and agents of the City.

(iv) Comprehensive automobile liability coverage with combined single limit of \$2,000,000 each occurrence.

(v) If the Sublessee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(c) **Additional Requirements.**

(i) Sublessee will provide City with a current Certificate of Insurance, including the additional insured endorsement in a form as approved by the City for the insurance required by this Sublease (except for Worker's Compensation) evidencing coverage(s) and limits prior to the Term Commencement Date and naming the City, its City Council, City's officers, City's employees and City's agents, Mall, and other entities as may be required by Mall as additional insureds (collectively, "Insureds"), as additional insureds under all insurance coverage required by this Sublease. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. All required policies shall remain in force throughout the life of this Sublease and shall be payable on a "per occurrence" basis unless City specifically consents in writing to a "claims made" basis. Should any of the required insurance policies in this Sublease be cancelled or non-renewed, it is Sublessee's duty to notify City immediately upon receipt of the notice of cancellation or non-renewal. Failure to provide and maintain the insurance required by this Sublease will constitute a material breach of this Sublease.

(ii) Sublessee hereby grants to City a waiver of any right to subrogation which any insurer of the Sublessee may acquire against the City by virtue of the payment of any loss under such insurance. Sublessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(iii) Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Sublessee shall obtain coverage to reduce or eliminate

such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Sublessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(iv) Insurance must be placed with insurers authorized to transact business (i.e. admitted) in the State of California so as to provide access to the California Guaranty Association and other state regulation or have a "Best's Guide" rating of no less than A-VII.

(v) Sublessee must cause its subcontractors to obtain and maintain for the duration of this Sublease or such further period as specified herein, all of the coverages described in this Section. Sublessee warrants that it will require all its subcontractors to name both the Sublessee, the City, and the Mall as additional insureds on endorsements to the Consultants' insurance policies, as required above.

(vi) Certificate of Coverage. Sublessee must submit a certificate of coverage and proof of payment of premiums to City annually and at other times upon City's request. Any insurance required to be carried under this Sublease may be included as part of any blanket or other policy or policies of insurance, subject to the provisions of this Sublease.

(vii) If Sublessee fails to maintain any required policy of insurance, the City may obtain said policy and Sublessee shall immediately pay to the City as additional Rent, any costs and expenses incurred by the City in acquiring such policy.

(viii) In addition to the above requirements, Sublessee agrees to obtain additional policies of insurance in the event such policies are required by the Mall under the Master Lease.

(ix) Sublessee agrees that it shall require any third-party independent contractor(s) who utilize the Premises to comply with all insurance requirements outlined in this Section 12, including but not limited to the naming of additional insureds.

(x) The City reserves the right to annually review the insurance requirements listed herein and update such requirements by providing Sublessee with written notice.

(d) **Indemnity.** Except for City's sole, gross negligence or willful misconduct, Sublessee shall indemnify, protect, defend and hold harmless the Premises, City and City's representatives, council members, board members, agents, and employees from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Sublessee, or resulting from Sublessee's failure to comply with any term of this Sublease. If any action or proceeding is brought against City by reason of any of the foregoing matters, Sublessee shall upon notice defend the same at Sublessee's expense by counsel reasonably satisfactory to City and City shall cooperate with Sublessee in such defense. City need not have first paid any such claim in order to be defended or indemnified. In addition, Sublessee assumes the indemnification obligations of "Tenant" under the Master Lease and as specifically stated in Article 11 of the Master Lease.

(e) **Exemption of City from Liability.** City shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Sublessee, Sublessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause or condition or design of, or any defect in the Premises, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other sources or places, or where caused by third parties (including criminal acts). City shall not be liable for any damages arising from any act or neglect of any other tenant of City or Mall. Notwithstanding City's negligence or breach of this Sublease, City shall under no circumstances be liable for injury to Sublessee's business or for any loss of income or profit therefrom.

13. Use by City. Throughout the Term, at least five (5) days each year shall be made available for use of the Premises by the City, at no cost. The exact dates and specific events shall be determined by Sublessee and the Director. Best efforts will be used to achieve maximum scheduling separation for duplicative productions. Dates allocated to the City, but not used by them, shall revert to the Sublessee's use.

14. Sublessee Support Services for City Use. Upon request, the Sublessee will provide the following support services for City or City-selected community groups when such are utilizing the Premises pursuant to Section 13 above (collectively, "Support Services"). City or City selected community group shall pay Sublessee the direct costs related to such Support Services:

- (a) Notification on the outdoor marquee at the Premises of current and upcoming events (subject to the Sublessee's rights of use relative to such marquee, as set forth in the Sublease).
- (b) Use at the Premises of the Sublessee's lighting, sound, projection, intercom, headset, and audio/video monitoring systems under the supervision of the Sublessee's staff.
- (c) Use of the theater backstage areas at the Premises for sets, props, and costumes during performance or use periods in the main auditorium.
- (d) Basic consulting services by the Sublessee's Technical Director to community groups using the facilities at the Premises.
- (e) If requested, help and consultation by the Sublessee's professional staff of directors, subject to availability.
- (f) Maintenance, janitorial and lockup services at the Premises.

15. Honoring of Existing Contracts. The Sublessee must honor existing Contracts and/or Agreements previously approved by the City and executed with the former Sublessee for the 2023 calendar year for use of the Premises for community performances.

16. Assignment and Subletting.

(a) Except as otherwise authorized in this Sublease, Sublessee will not voluntarily assign, sublet, transfer, mortgage, or otherwise transfer or encumber all or any part of Sublessee's interest in this Sublease or in the Premises, or rent or sublease said Premises or any part thereof, without the prior written consent of the Director. Any attempted assignment, transfer, sublease, encumbering or renting without such consent (where such consent is required) will be void and constitute a default of this Sublease. In the event a receiver, trustee or conservator is appointed to take possession of the assets of Sublessee, or the possession of the Premises, or a general assignment is made by Sublessee for the benefit of creditors, or any action is taken by or against Sublessee under any insolvency law or bankruptcy act, the City, at its option, may forthwith terminate this Sublease.

(b) Notwithstanding the foregoing, Sublessee shall be permitted to enter into short-term rental or occupancy agreements with third-parties for use of the Premises for live performance activities and other uses for limited periods of time consistent with the purposes, uses, and requirements outlined in Section 6 of this Sublease.

(c) Any consent by the City to the assignment or other transfer of rights hereunder by the Sublessee will not release the Sublessee from any obligations under this Sublease, and the City's consent, unless expressly provided therein, shall not include consent to any subsequent assignment or transfer by Sublessee or the Sublessee's heirs, successors or assigns. It will be reasonable for City to disapprove any request for assignment or subletting that is to a person or entity who does not intend to use the Premises for the purposes and uses outlined in this Sublease. Sublessee will pay any costs incurred by City in connection with a request for assignment or subletting. Any sublease authorized above will not relieve Sublessee of its obligations under this Sublease, including but not limited to requirements to indemnify and insure City and Mall.

17. Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Sublease means any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of City to any governmental entity or third party (including but not limited to the Mall) under any applicable statute or common law theory, or pursuant to the Master Lease. Hazardous Substances includes, but is not limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof.

(b) Sublessee will not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of City and timely compliance (at Sublessee's expense) with all applicable laws. "**Reportable Use**" means (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any applicable law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Sublessee may use any ordinary and customary materials reasonably required to be used in the normal course of the use of the Premises permitted under this Sublease, so long as such use is in compliance with all applicable laws, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose City to any liability therefor.

(c) **Duty to Inform City.** If Sublessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by City, Sublessee must immediately give written notice of such fact to City, and provide City with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(d) **Sublessee Remediation.** Sublessee will not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or storm drains, drains, or any other drainage facility within the Premises or adjacent streets, or sanitary sewer system) and will promptly, at Sublessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Sublessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Sublease, by or for Sublessee, or any third party. Sublessee must comply, at its sole cost, with all applicable laws pertaining to Hazardous Materials (the "Environmental Laws"), including but not limited to the preparation of business plans pursuant to Health & Safety Code Section 25500 et seq., to the extent applicable to Sublessee. It will be the sole obligation of Sublessee to obtain any permits and approvals required for the operation of Sublessee's business pursuant to the Environmental Laws. Sublessee will prevent any action by or on behalf of Sublessee, Sublessee's employees and agents and invitees that will cause the Premises to be in violation of, or will subject the Premises to any remedial obligations under Federal, State or Local environmental laws, rules, regulations, or ordinances. To the extent required by applicable law, Sublessee will maintain Material Safety and Data Sheets for each and every item or product containing Hazardous Material brought onto the Premises as required by applicable Environmental Laws. Such information, if required, will be kept current at all times.

(e) **Sublessee Indemnification.** Sublessee will indemnify, defend and hold City, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Sublessee, or any third party (provided, however, that Sublessee shall have no liability under this Sublease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties). Sublessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Sublessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Sublease. No termination, cancellation or release agreement entered into by City and Sublessee shall release Sublessee from its obligations under this Sublease with respect to Hazardous Substances, unless specifically so agreed by City in writing at the time of such agreement.

(f) **City Indemnification.** City and its successors and assigns will indemnify, defend, reimburse and hold Sublessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which exist on the Premises as a result of Hazardous Substances caused by the sole gross negligence or willful misconduct of City, its agents or employees. City will not under any circumstance be liable for any Hazardous Substances for which Sublessee is liable under paragraph (e) above. City's obligations, as and when required by applicable laws, will include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and will survive the expiration or termination of this Sublease.

18. Default.

(a) **Default.** Any of the following will constitute a default by Sublessee under this Sublease:

(i) Sublessee's failure to pay Rent or any other charge under this

Sublease within 7 days after it is due.

(ii) Sublessee's failure to observe or perform any of the covenants, conditions or provisions of this Sublease to be observed or performed by Sublessee, including but not limited to obligations imposed under the Master Lease and the REA, other than described in subsection (a)(i), above, where such failure continues for a period of thirty (30) days after written notice hereof from City to Sublessee; provided, however, that if the nature of Sublessee's default is such that more than thirty (30) days are reasonably required for its cure, then Sublessee will not be deemed to be in default if Sublessee commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or failure to comply with any other term or condition imposed under this Sublease, the Master Lease, or the REA, within 30 days following written notice from City specifying the noncompliance.

(iii) Sublessee's insolvency, business failure or assignment for the benefit of its creditors. Sublessee's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Sublessee's properties or financial records.

(iv) Sublessee's abandonment of the Premises.

(b) **Remedies.** In the event of a default or breach, City may, with or without further notice or demand, and without limiting City in the exercise of any right or remedy which City may have by reason of such breach:

(i) Terminate Sublessee's right to possession of the Premises by any lawful means, in which case this Sublease will terminate and Sublessee must immediately surrender possession to City. In such event City will be entitled to recover from Sublessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Sublessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the Sublessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate City for all the detriment proximately caused by the Sublessee's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by City in connection with this Sublease applicable to the unexpired Term of this Sublease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence will be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent (1%). Efforts by City to mitigate damages caused by Sublessee's breach of this Sublease will not waive City's right to recover damages hereunder. If termination of this Sublease is obtained through the provisional remedy of unlawful detainer, City will have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or City may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required above, was not previously given, a notice to pay rent or quit, or to perform or quit given to Sublessee under the unlawful detainer statute will also constitute the notice required above. In such case, the applicable grace period required above and the unlawful detainer statute will run concurrently, and the failure of Sublessee to cure the Default within the greater of the two such grace periods will constitute both an unlawful detainer and a breach of this Sublease entitling City to the remedies provided for in this Sublease and/or by said statute.

(ii) Continue the Sublease and Sublessee's right to possession and recover the Rent as it becomes due, in which event Sublessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the City's interests, will not constitute a termination of the Sublessee's right to possession.

(iii) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state of California. The expiration or termination of this Sublease and/or the termination of Sublessee's right to possession will not relieve Sublessee from liability under any indemnity provisions of this Sublease as to matters occurring or accruing during the Term hereof or by reason of Sublessee's occupancy of the Premises.

(c) City may make any payment or perform any obligation which Sublessee has failed to perform, in which case City will be entitled to recover from Sublessee upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of 10 percent per annum. Any such payment or performance by City will not waive Sublessee's default.

19. Surrender. On expiration or early termination of this Sublease Sublessee will deliver all keys to City and surrender the Premises, subject only to reasonable wear and tear from ordinary use, and the removal of any attached fixtures by Sublessee to which Sublessee is entitled under this Sublease. Sublessee must remove all of its furnishings and movable trade fixtures installed by Sublessee.

20. Holding Over. If Sublessee, without City's consent, remains in possession of the Premises or any part thereof after the expiration of the Term hereof, then such occupancy will be a tenancy from month to month upon all the provisions of this Sublease pertaining to the obligations of Sublessee, except at a rent equal to one hundred twenty five percent (125%) of the sum of the rents otherwise due under this Sublease, if and as applicable, immediately prior to the expiration of the Term hereof. The foregoing provisions are in addition to and do not affect City's right of re-entry or any other rights or remedies of City hereunder or as otherwise provided at law or in equity, or both. Sublessee will indemnify, defend and hold City harmless from and against any and all losses, costs, damages and liabilities (including attorneys' fees and costs, and court costs) arising out of or in connection with any delay by Sublessee in surrendering and vacating the Premises, including, without limitation, any claims made by any succeeding tenant based on any delay and any liabilities arising out of or in connection with these claims, and City's damages should any such succeeding tenant cancel its sublease based upon such holding over by Sublessee. Nothing in this Section will be deemed to permit Sublessee to retain possession of the Premises after the expiration or sooner termination of the Term.

21. Notices. Notices between the parties relating to this Sublease will be in writing (including but not limited to e-mail communication), effective when delivered, or if mailed, effective on the third business day following mailing, postage prepaid, to the address for the party stated in this Sublease or to such other address as either party may specify by notice to the other. Notice to Sublessee may always be delivered to the Premises. Rent is payable to City at the same address and in the same manner.

22. Dispute Resolution. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Sublease or breach thereof prior to the institution of any litigation.

23. Successors. Notwithstanding any other provision herein, all the terms, covenants and conditions of this Sublease will be binding upon and will inure to the benefit of the successors and assigns of the Parties.

24. Estoppels. Either Party will within 15 days after notice from the other execute, acknowledge and deliver to the other Party a certificate certifying whether or not this Sublease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other Party; the dates to which r=Rent has been paid in advance, and the amount of any prepaid Rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time will be conclusive upon the Party of whom the certificate was requested that this Sublease is in full force and effect and has not been modified except as may be represented by the Party requesting the certificate. If requested by the holder of any encumbrance, Sublessee will agree to give such holder or City notice of and an opportunity to cure any default by City under this Sublease.

25. Attorneys' Fees. In any litigation arising out of this Sublease, the prevailing party will be entitled to recover reasonable attorney's fees at trial and on any appeal.

26. Master Lease; Reciprocal Easement Agreement. This Sublease is subject to the terms and conditions of the REA and the Master Lease. To the extent of any conflict between the terms and conditions in this Sublease and the terms and conditions of the Master Lease, the terms and conditions of the Master Lease will control; and to the extent of any conflict between the REA and either the Master Lease or this Sublease, the REA will control.

27. [Reserved]

28. Miscellaneous.

(a) **Complete Agreement; No Implied Covenants.** This Sublease and attachments constitutes the entire agreement of the parties and supersede all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Sublease. Neither City nor Sublessee is relying on any representations other than those expressly set forth herein.

(b) **Space Subleased As Is.** The Premises are subleased AS IS in the condition now existing with no alterations or other work to be performed by City.

(c) **Time of Essence.** Time is of the essence of this Sublease.

(d) **Counterparts.** This Sublease may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

(e) **Captions.** The titles to the sections of this Sublease are descriptive only and are not intended to change or influence the meaning of any section or to be part of this Sublease.

(f) **Nonwaiver.** Failure by City to promptly enforce any regulation, remedy or right of any kind under this Sublease will not constitute a waiver of the same and such right or remedy may be asserted at any time after City becomes entitled to the benefit thereof notwithstanding delay in enforcement.

(g) **Inability to Perform; Force Majeure.** This Sublease and the obligations of Sublessee hereunder will not be affected or impaired because City is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike or other labor troubles, governmental preemption of priorities or other controls in connection with a national or other public emergency, or shortages of fuel, supplies or labor resulting therefrom, or act of God, or any other causes beyond the reasonable control of City. If this

Sublease specifies a time period for performance of an obligation of City or Sublessee, that time period will be extended by the period of any delay in City's or Sublessee's performance caused by any of the events of force majeure described above.

(h) **Entry and inspection.**

(i) Sublessee agrees that the City, its agents and employees, may enter upon the Premises at any reasonable time, following reasonable notice to Sublessee, for the purpose of making inspections, surveys and measurements and performing other work considered necessary by the City, including but not limited to ensuring that Sublessee is in compliance with all provisions of this Sublease, all with the understanding that the same will be performed in such a manner as will cause a minimum of interference with Sublessee's use of the Premises. City agrees to provide Sublessee with reasonable prior notice of any such entry and inspection. Such inspections may be made by City employees authorized to conduct such inspections or by independent contractors engaged by City.

(ii) Sublessee waives any claim for damages for any injury or inconvenience to, or interference with, Sublessee's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss caused by the entry of the City as described herein, and Sublessee agrees that there will be no abatement of Rent by reason of the City's entry for the purposes described in this section.

(iii) The City will at all times have and retain a key with which to unlock all of the gates (if any) in the Premises and the City will have the right to use any and all means that it may deem reasonable and proper to open such doors in emergencies in order to obtain entry into the Premises. Any entry into the Premises obtained by the City by any means whatsoever will not under any circumstances be deemed a forcible or unlawful entry into, or detainer of, the Premises, nor will such entry be construed to be an eviction of Sublessee from any part of the Premises. The City will give Sublessee such notice as is reasonable under the circumstances before and after entry into the building on the Premises due to any emergency.

(i) **No Discrimination.** Sublessee herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through it, and this Sublease is made and accepted upon and subject to the conditions that there will be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein subleased nor will the Sublessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, of sublessees or vendees in the Premises herein subleased.

(j) **No Joint Venture.** Nothing contained in this Sublease will be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, a partnership or joint ventures between City and Sublessee. It is understood and agreed that neither any provisions contained in this Sublease nor any acts of City or Sublessee will be deemed to create any relationship between City and Sublessee other than the relationship of landlord and tenant.

(k) **Waiver of claims.** Sublessee hereby irrevocably waives on behalf of itself, its successors and assigns and all persons claiming through it, any claim which Sublessee may assert against the City for inverse condemnation, relocation payment or, compensation for fixtures and equipment, and/or any other costs, expenses, or claims not specifically listed herein incurred by Sublessee in connection with any termination, either by operation of law or otherwise, of this

Sublease. Sublessee specifically acknowledges that this Sublease may be pleaded as a defense and a bar to any such claim. Sublessee further specifically acknowledges that in making this waiver, Sublessee has consulted with its attorney and that this waiver is made freely and with knowledge of the character and extent of the rights thus waived.

(l) **Governing Law; Partial Invalidity.** This Sublease and the rights and liabilities of the Parties to this Sublease will be governed by the State of California. If any term or provision of this Sublease or application of this Sublease to any person or circumstance is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected by such invalidity or unenforceability, and each term and provision of this Sublease will be valid and enforced to the fullest extent permitted by law.

(m) **No Interpretation Against Draftsman.** City and Sublessee hereby agree that no provision of this Sublease will be construed against either Sublessee or City on the basis that the provision was drafted by such party or such party's counsel.

[Signatures on following page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Sublease as of the day and year first written above.

CITY:

THE CITY OF BURBANK,
a municipal corporation and charter city

By: _____
Justin Hess
Title: City Manager

Attest:

City Clerk

Approved as to Form:

Jill Vander Borght
Senior Assistant City Attorney

Address for Notices:

DRAFT 12/19/22

SUBLESSEE:

By: *****

Address for Notices:

Exhibit A
Master Lease

DRAFT

Exhibit B
Goals and Objectives
Years ~~####~~ - ~~####~~

DRAFT

Exhibit C
City's Tenant Improvements

DRAFT

EXHIBIT H

Master Lease City of Burbank and Media City Center

The attached Master Lease does not reflect the new ownership change.

This will be updated as soon as practical.

SUBLEASE AGREEMENT AND MASTER LEASE MODIFICATION

This SUBLEASE AGREEMENT AND MASTER LEASE MODIFICATION (this "Sublease") is made and entered into this 22nd day of November, 2006, by and among Burbank Mall Associates, LLC, successor in interest to C. T. Operating Partnership, L.P., a California limited partnership formerly known as the Alexander Haagen Properties Operating Partnership L.P, successor in interest to The Haagen-Burbank Partnership, a California general partnership ("Landlord"), the City of Burbank, a municipal corporation and Charter City ("City"), and The Colony Theatre Company, a California non profit public benefit corporation ("Sublessee"), with reference to the following facts and circumstances:

RECITALS:

A. On November 15, 1989, the Redevelopment Agency of the City of Burbank entered into a Disposition and Development Agreement (the "DDA") with Landlord for a multi-use development, commonly referred to as the Media City Center. As part of the DDA, Landlord is required to devote a portion of the development to a community facility for the City.

B. The City entered into a lease dated April 7, 1992 (the "Master Lease") with Landlord, which is incorporated herein by this reference, for the operation of a cultural facility of the City and the lease of certain premises (the "Premises"). Pursuant to Section 7.01 of the Master Lease, City, as Tenant, is permitted "the right to use the Premises for the operation of a cultural facility of the City of Burbank, which provides educational, cultural, social and recreational activities to the general public."

C. Through the Master Lease, City further received approval from Landlord to sublet the Premises to the Los Angeles County Natural History Museum Foundation ("Museum"). On March 30, 1992, a Sublease Agreement (the "Museum Sublease") by and among the City, the Museum, and Landlord, was executed. The Museum Sublease was terminated on or about January 1, 1996.

D. In March of 2000 the City Council approved the Sublease Agreement and Master Lease Modification ("Sublease") that provided for occupancy of the cultural facility by the Colony Theater, non-profit, tax-exempt theater company.

E. The term of the Sublease was for five years and was to expire in August 2005. The City Council approved three extensions to the Sublease, which now expires on November 30, 2006.

F. The City, Landlord, and Sublessee now desire to enter into a new five year Sublease Agreement and Master Lease Modification and to that end have entered into this Restated and Amended Sublease Agreement and Master Lease Modification.

G. Concurrently herewith and as a condition precedent hereto, City and Sublessee have entered into a new Theater Operating Agreement (as the same may be amended, modified or restated from time to time, the "Operating Agreement"), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference, pursuant to which Sublessee has agreed, among other things, to provide reasonable access to community groups located in the City of Burbank and operating under the auspices of the Department of Park, Recreation and Community Services, upon the terms and conditions set forth therein.

H. Sublessee is a California non-profit public benefit corporation, organized under California's Nonprofit Public Benefit Corporation Law for public and charitable purposes, with

Exhibit "A" and incorporated herein by this reference, pursuant to which Sublessee has agreed, among other things, to provide reasonable access to community groups located in the City of Burbank and operating under the auspices of the Department of Park, Recreation and Community Services, upon the terms and conditions set forth therein.

H. Sublessee is a California non-profit public benefit corporation, organized under California's Nonprofit Public Benefit Corporation Law for public and charitable purposes, with the specific purpose of presenting fully-mounted productions for the public of plays generally recognized to be of significant artistic and/or social value, with federal tax exemption under Internal Revenue Code Section 501(c) (3), and California franchise tax exemption under Revenue and Taxation Code Section 23701d.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. **Sublease.** City hereby subleases unto Sublessee and Sublessee hereby accepts from City the Premises. This Sublease shall be subject to all of the terms and conditions of the Master Lease, as the same is modified herein, and, except as set forth herein, Sublessee shall assume and perform the obligations of City as tenant in the Master Lease, and comply with all of the terms and conditions of said Master Lease as if it were Tenant thereunder, except as provided herein. Further, this Sublease is subject to the Development Agreement for Planned Development No. 89-4 dated November 15, 1989 between Landlord's predecessor and City, as amended by that certain First Amendment to Development Agreement dated December 6, 1990 (as amended, the "Development Agreement"); that certain First Amended and Restated Construction, Operation and Reciprocal Easement Agreement dated December 6, 1990 by and among Landlord's predecessor and various tenants of the shopping center (the "Shopping Center") in which the Premises is located (the "Reciprocal Easement Agreement"); and the provisions of the Burbank Municipal Code, including, but not limited to, zoning restrictions.

2. Term and Extension of Term.

(a) **Term.** The term (the "Term") of this Sublease is for five years and shall commence on December 1, 2006, subject to early termination upon breach of the terms of the Operating Agreement and renewal as herein provided.

(b) **Extension of Term.** Sublessee shall have the right to extend the Term for three (3) separate and successive periods of five (5) years each from the date upon which the Term would otherwise expire, upon the same terms and conditions as the terms herein specified. However, with the approval of the City Council, the parties hereto may agree to amend, modify, or eliminate any of the terms or conditions. Additionally, the parties shall agree to new Goals and Objectives for each extension of the Term of this sublease. Each such extension shall be made by Sublessee giving City written notice of such extension at least six (6) months prior to the date this Sublease would otherwise have expired, and in the event of an extension, the Term

shall continue for such extension period, subject, however, to earlier termination as hereinafter set forth.

Once Sublessee makes a request for any extension of Term, the extension shall be granted upon determination by the Director of the Park, Recreation and Community Services Department (hereafter, the "Director") that Sublessee is in substantial compliance with the Goals and Objectives provided for in Exhibit 1. to the Operating Agreement (hereafter, the "Goals"). Such Goals shall be subject to annual review and revision, as provided in the Operating Agreement. Notwithstanding the foregoing, Sublessee shall not have the right to request an extension of the Term if, at the time Sublessee requests the extension, Sublessee (a) has created an uncured Event of Default under the provisions of this Sublease, the Master Lease or the Operating Agreement, (b) has failed to exercise its option by giving the required notice, or (c) is not then operating the Premises as a live performance theater.

(d) **Notice and Dispute Resolution.** The Director shall give written notification to Sublessee within 15 calendar days after receipt of the request for Extension whether or not, in the discretion of the Director, Sublessee is in substantial compliance with the Goals. This notification shall be personally delivered to Sublessee's Manager at Sublessee's business address. If the Director's determination is favorable, the Extension shall be granted. If Director determines that Sublessee is not in substantial compliance with the Goals and Sublessee disagrees, Sublessee shall have the right, within three (3) calendar days of receipt of the Director's decision, to make a written request, personally delivered, for a meeting with Director. The meeting shall be held within ten (10) calendar days of the request. During this meeting, Sublessee and Director shall specifically discuss why Director believes Sublessee is not in substantial compliance with the Goals, and attempt to reach a compromise, including, but not limited to, allowing Sublessee a reasonable period to cure any deficiencies. If Director and Sublessee are unable to resolve the issue at the meeting, then Sublessee may appeal the Director's decision to the members of the Department of Park, Recreation and Community Services Board (the "Board.") Such appeal shall be effectuated by Sublessee delivering written notice, within ten (10) days of the meeting, to the Chairman of the Board. The appeal process shall be a public forum, which will take place no later than fifteen (15) days after the delivery of the written notice to the Chairman of the Board. At the appeal, Sublessee shall be permitted to make a thirty (30) minute presentation, followed by a thirty minute (30) response from the Director, followed by a ten (10) minute rebuttal from Sublessee. The Board may then consider public opinion. The Board shall render a written decision within ten (10) days of the date of the appeal. Either the Director or Sublessee may then request that the determination of the issue of substantial compliance with the Goals be submitted to a competent and disinterested arbitrator, to be selected as provided herein.

(e) **Cost of Arbitrator.** The cost of the arbitrator shall be borne equally by the City and Sublessee. The arbitrator selected shall conduct a hearing within thirty (30) calendar days of his or her selection, unless the parties stipulate otherwise. The hearing may be conducted by submission of written briefs, declarations, and affidavits. Except for the Sublessee and the Director or her designee, oral testimony shall not be allowed. If the Sublessee or the Director or her designee offers testimony relating to factual matters other than in argument, they shall be subject to cross-examination by the other party. The Sublessee or the Director or her designee shall be allowed the opportunity to rebut any testimony relating to factual matters directly or

through one additional witness. The arbitrator shall issue a letter award within ten (10) calendar days of the hearing. The decision of the arbitrator shall be binding. The arbitrator's authority shall not extend to any issue in this Sublease other than the issue of the Sublessee's substantial compliance with the Goals established in Exhibit C to the Operating Agreement. Should arbitration proceedings continue beyond the termination date, Sublessee may continue operations until such time as arbitration proceedings have been concluded.

(f) **Arbitration Panel.** In order to provide for arbitration as provided herein the parties agree, that within 15 calendar days from the meeting referred to in 2(d) above, to select a panel of arbitrators consisting of 9 individuals. In the event that the parties cannot agree upon an arbitration panel, they will request a list of 9 arbitrators from the American Arbitration Association, and that list shall serve as the panel. Any cost incurred in obtaining the list of arbitrators from the American Arbitration Association shall be borne equally by the parties. The parties shall then attempt to mutually agree upon an arbitrator, and, if they cannot agree within 15 calendar days, shall each alternately strike names from the panel of 9 arbitrators until one name remains. The final arbitrator's name remaining on the list shall arbitrate the dispute. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his or her selection by a joint letter from the parties requesting that he or she set a time and place to hear the matter within 30 calendar days.

3. Rent.

(a) Subject to the provisions of this section, from and after the Opening Date, during the Term Sublessee shall pay City \$1,500 per month, in advance, as rent hereunder, payable quarterly and due on the fifteenth (15th) day of the first month of each quarter. The amount of rent due, or any installment thereof, shall be reduced by the amount of any expenditure accrued and or accumulated as of the date of payment which is made by Sublessee (1) to complete Tenant Improvements and provide certain theatrical equipment for the Premises; (2) as direct and quantifiable costs incurred to support use of the Premises by community groups; and (3) for maintenance and repair items which are the responsibility of the City under the terms of the Sublease. These expenditures must be approved in writing by the Director of the Department of Park, Recreation and Community Services prior to rent credit being given, and any equipment, capital item or fixture for which Sublessee receives rent credit will become the property of the City or Landlord, as set forth in the Master Lease.

(b) Rent shall be paid to City when due without prior notice or demand, deduction, setoff, or counterclaim whatsoever, except as agreed in writing pursuant to Section 4(a) at the address set forth below.

(c) Failure to submit the payments or rent credits within fifteen days of the due date shall result in late charges of five dollars (\$5.00) per day for the first fifteen (15) days after the date upon the payments are due. The late charges will increase to Twenty Dollars (\$20.00) a day for each day after the first fifteen (15) days past the due date.

(d) Landlord acknowledges and agrees that City's rent to Landlord pursuant to the Master Lease is and shall remain \$1.00 a year, notwithstanding that Sublessee is paying rent in excess thereof to City hereunder.

(e) At the commencement of each additional Term, the rent amount may be adjusted at the discretion of the City in the same proportion as the increase, if any, in the Consumer Price Index for All Urban Consumers U.S. City Average, all Items, published by the United States Department of Labor, Bureau of Labor Statistics, with respect to the same time period.

4. **Utilities.** Sublessee shall be obligated to pay any and all costs and expenses associated with all utilities for the Premises, including without limitation, electricity, water, cable TV (including any hook-up fees), natural gas and telephone. Sublessee acknowledges that some or all of the utilities serving the Premises may be provided by Landlord, and will be separately metered and/or billed as to the Sublessee's use thereof at the same rate charged Landlord by the utility company.

5. **Maintenance.**

(a) **Landlord Responsibility.** Landlord shall comply with its obligations of maintenance and repair relative to the Premises as stated in the Master Lease including, without limitation, Section 13.01 (Landlord's Duty), provided however, that Landlord shall have no obligation or responsibility to repair, maintain, or replace any improvements or work of construction installed or performed by City in or to the Premises pursuant to Section 3 hereinabove.

(b) **City Responsibility.** City shall comply with its obligations of maintenance and repair relative to the Premises as stated in the Master Lease including, without limitation, Section 13.02 (Tenant's Duty). In addition, the City shall be responsible for any and all improvements and maintenance necessary for compliance with applicable laws (including, without limitation, the Americans with Disabilities Act), and for maintenance related to the HVAC and heating equipment, for the pipes and conduits serving the Premises (including those contained between the exterior and interior walls), and for maintenance related to the elevator. City shall also be responsible for capital repair of those tenant improvements which have been made by Sublessee on behalf of the City, for which Sublessee has received written approval from the City upon completion, and for which the City agrees rent credit is due, pursuant to paragraph 4 (a) of this Sublease.

(c) **Sublessee Responsibility.** Sublessee shall be responsible for non-capital repair and replacement, and general cleaning and maintenance in the Premises of such interior items as carpet, seat covers and paint, necessary from time to time to maintain a clean and professional appearance consistent with the use of the Premises as a live performance theater. During Sublessee's occupancy of the Premises, Sublessee shall be responsible for repair, replacement and maintenance of all improvements made in and to the Premises by Sublessee (whether of a capital or non-capital nature), except capital repair of those tenant improvements made expressly the responsibility of the City in paragraph 6(b) above. Sublessee shall provide timely notice to City and/or Landlord, as applicable, of any repairs of which Sublessee is aware the responsibility for which is City's or Landlord's.

6. **Indemnification.** Sublessee agrees to defend, indemnify and hold Landlord and City, and their respective partners, officers, agents and employees, free and harmless from every claim, demand, damage or action, and any cost or expense in connection therewith, that may arise in any manner out of Sublessee's operations conducted on or about the Premises, including but not limited to Sublessee's after-hours use of the Premises, except to the extent any such claim, demand, damage or action arises from the gross negligence or willful misconduct of any such indemnified party or its respective officers, agents or employees.

7. **Insurance.** Landlord acknowledges the City is self-insured and approves of same, notwithstanding Section 11.01 of the Master Lease. Landlord shall maintain insurance in accordance with Section 11.02 of the Master Lease. Sublessee shall maintain the following insurance coverage throughout the term of this Sublease, and upon request Sublessee shall show City and Landlord evidence of such coverage, and Sublessee shall require its contractors, its subcontractors, etc. to carry and provide evidence of such coverage:

(a) **Workers' Compensation Insurance:** Workers' compensation insurance and employer's liability insurance on any employees of Sublessee.

(b) **General Liability and Property Damage Insurance:** Sublessee shall maintain general liability insurance and property damage insurance covering the Premises for the activities and audiences of Sublessee and its sublessees, if any, such insurance to afford protection to a limit of at least \$2,000,000 for injury to or death of any number of persons arising out of any one occurrence, and at least \$2,000,000 for any occurrence of property damage with an annual aggregate of at least \$2,000,000, naming City, Landlord and Landlord's Lender, if requested by Landlord, as an additional insured on a separate endorsement to the insurance policy. The endorsement shall require the insurance company to provide City and Landlord a minimum of ten (10) days' notice of the cancellation of the policy. The policy shall specify that such insurance is the primary insurance. The policy shall be issued by an insurance company that is admitted to business in the State of California.

(c) **Recovery from Sublessee's Insurance:** Sublessee agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Sublessee shall look solely to its insurance for recovery, to the extent of availability of such insurance.

(d) **Self-Insured Retention:** The insurance policies acquired by Sublessee shall not require payment of any self-insured retention by Sublessee as a condition precedent to the City's coverage or payment for loss otherwise covered under the required liability insurance herein.

(e) **Additional Insured:** The naming of City and/or Landlord and its management agent as additional insured shall not affect any recovery to which City and/or Landlord and its management agent would be entitled under any policy if not named as an additional insured and City and/or Landlord and its management agent shall not be held liable for any premium or expense of any nature on any policy or any extension thereof. Any other insurance held by City and/or Landlord and its management agent shall not be required to contribute toward any loss or expense covered by the insurance proceeds provided by this policy.

Proceeds from any policy or policies shall be payable to City and/or Landlord and its Lender, if requested by Landlord primarily, and to Sublessee secondarily, if necessary.

(f) **Evidence of Insurance:** Sublessee shall furnish Certificates of Insurance and separate endorsements evidencing the required coverages or the original of the insurance policies for review by the Director of the Park and Recreation Department and approval by the City Attorney's office and Landlord prior to beginning performance under this Sublease. Neither City nor Landlord shall be required to obtain insurance for any of Sublessee's property or improvements installed by Sublessee on the Property, all such insurance to be maintained by Sublessee and any and all proceeds therefrom to be and remain the property of Sublessee.

8. **Nondiscrimination Clause.** Sublessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this Sublease is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, religion, creed, national origin, or ancestry, in the leasing, renting, use, occupancy, tenure or enjoyment of the Premises, nor shall Sublessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number or occupancy of tenants, lessees, sublessee, subtenants, or vendees in the Premises.

9. **Sublessee Improvements.** It is understood that Sublessee will be purchasing and/or bringing furniture, fixtures and equipment (including, without limitation, lighting and audiovisual equipment) to the Premises. Notwithstanding any provision of the Master Lease (including, without limitation, Section 2.05 (Ownership of Improvements) and Article 11 (Fixtures and Personal Property) or this Sublease, in the event of a termination or surrender of the Master Lease or this Sublease for any reason (including, without limitation, Sublessee's default hereunder), all furniture, fixtures and equipment purchased by Sublessee and/or brought to the Premises, even if affixed to the Premises, shall be and remain owned by and shall be the exclusive property of Sublessee, provided that such property is removed from the Premises, at Sublessee's sole cost and expense, within forty (40) days of any such termination or surrender, provided further that Sublessee shall be obligated to repair the Premises after it removes any such property so affixed to the Premises. Any such property not removed from the Premises in accordance with this paragraph shall become the exclusive property of the City and/or Landlord, subject to the provisions of the Master Lease. Sublessee shall not make any capital improvements, structural modifications or structural additions to the Premises without the prior written approval of the Director of the Park and Recreation Department, and if required under the Master Lease, the Landlord; provided, however that the foregoing shall not require Sublessee to obtain approval for any sets constructed in connection with Sublessee's theatrical productions.

10. **Operation of Premises; Permitted Uses.** During Sublessee's occupation of the Premises pursuant hereto, Sublessee shall occupy and operate the Premises as a live performing arts center, including its ancillary functions, in accordance with the Operating Agreement. City and Landlord agree that any admission fees or other charges and income of Sublessee shall remain the sole property of Sublessee. Landlord and City acknowledge and agree that in connection with the operation of the Premises as a theater, Sublessee may engage in related income generating activities in support of its primary tax exempt purpose as permitted and limited by the Internal Revenue Service, the Attorney General of the State of California, and the

permitted uses of the Premises as described in Section 7.01 of the Master Lease and the REA, pursuant to which Sublessee may operate or cause to be operated a concession operation (up to a maximum of 500 square feet of the Premises) for the display and sale of coffee, cookies, pre-packaged sandwiches, and other food items, as well as T-shirts, memorabilia, and other items. Additionally, if a beer & wine or other liquor license is lawfully obtained (and Sublessee obtains alcohol liability insurance), Sublessee may sell alcoholic beverages to the extent permitted by such license. Sublessee shall have year-round, 24-hour access to the Premises; provided, however, that access after 2:00 a.m. is conditioned upon Sublessee either providing Landlord with 24 hours written notice of Sublessee's intent to access the premises during such extended hours OR Sublessee's having provided sufficient security lighting in the parking area adjacent to the Premises (placement of which is subject to Landlord's sole discretion and prior approval) and notifying Landlord's Security Offices when employees intend to remain after 2:00AM. Sublessee will pay its proportionate share of any increased costs incurred by Landlord at Sublessee's request relative to the common areas in the Shopping Center (including, without limitation, the cost of installation or otherwise providing additional lighting and/or security). Notwithstanding anything to the contrary contained in this Section 11 or this Agreement, Sublessee acknowledges that Landlord shall have no responsibility for the provision on behalf of Sublessee of any security or lighting services in the common areas in the Shopping Center during extended hours operation/access in and to the Premises by Sublessee where Sublessee remains open during such extended hours without having provided Landlord with at least 48 hours prior written notice of Sublessee's intent to access the premises during such extended hours.

11. Sublessee's Location. Landlord agrees to designate Sublessee's location in Landlord's mall directory at no cost or expense to Sublessee.

12. Landlord Cooperation. During the Term, from time to time (subject to Landlord's prior approval relative to length and times of display and size), Sublessee shall have the nonexclusive right to display theater exhibits or conduct other promotional activities (of which Landlord has given its prior approval) in the Shopping Center common area to the extent such area is not already being used. In addition, Landlord's information booth in the Shopping Center will be available on a nonexclusive basis for provision of general information regarding performances at the Premises. Landlord agrees to repaint, at its sole cost and expense, directions to the Premises displays in the parking garage, as well as a "path" of painted logos on the garage floor and exterior walls in the Shopping Center. Landlord shall substitute the name and logo, as appropriate, of the former subtenant with the name or logo of Sublessee, using the name "Burbank Center Stage" or "Center Stage" and the logo submitted to Landlord by Sublessee, which logo shall be subject to Landlord's reasonable review and approval as to style, size, and color. Sublessee's signage shall otherwise conform to Landlord's "Sign Criteria" attached hereto as Exhibit "C" and incorporated herein by reference. Sublessee's name may, subject to any approvals of Landlord and as required by the Reciprocal Easement Agreement, be displayed on the exterior of the building containing the Premises, as:

**BURBANK CENTER STAGE
HOME OF THE COLONY THEATRE COMPANY**

13. **Parking.** Subject to Landlord's rules and regulations in the Shopping Center, Sublessee's guests and invitees shall have the right to park in any of the public/customer parking areas in the Shopping Center.

14. **Master Lease.**

(a) **Terms.** All the terms used herein, which are defined in the Master Lease, shall have the respective meanings ascribed thereto in the Master Lease, as modified hereby. All of the terms and conditions contained in the Master Lease are incorporated herein as terms and conditions of this Sublease (except that in the event of any inconsistency between this Sublease and the Master Lease, the terms and conditions of this Sublease shall govern).

(b) **Master Lease Modifications.** From and after the Effective Date, all references in the Master Lease to (a) "the Los Angeles County Natural History Museum" or the "Museum" shall be and shall be deemed to be references instead "The Colony Theatre," and (b) the "Sublease" shall be and shall be deemed to be references to this Sublease.

(c) **Landlord Acknowledgment.** Landlord acknowledges and agrees that Sublessee's operations at the Premises, as described in the Operating Agreement and this Sublease, are permitted uses of the Premises in compliance with the requirements of the Master Lease (including, without limitation, Section 7.01 (Use)).

(d) **Master Lease Term.** The parties hereto each acknowledge and agree that the term of the Master Lease expires on November 14, 2044, unless otherwise extended in accordance therewith. For the Term of this Sublease (as the same may be extended pursuant hereto), Landlord hereby waives, cancels and releases any and all rights to terminate the Master Lease upon City's exercise of any right to extend the Master Lease Term (including, without limitation, pursuant to Section 3.02 of the Master Lease).

(e) **Default Under Master Lease.** Sublessee and City each agree to take no action that would create a default by City under the Master Lease. If City shall default under the Master Lease or reject the Master Lease in a bankruptcy proceeding or if any other event shall occur that would permit Landlord to terminate the Master Lease (or accept a surrender or termination of the Master Lease by City) or exercise any other rights or remedies under the Master Lease (any such event, a "City Default") and City shall fail to cure such City Default within any applicable grace period provided in the Master Lease, Landlord shall (a) promptly give written notice of such City Default to Sublessee, and (b) not terminate or accept a surrender of the Master Lease or otherwise enforce any of its rights or remedies under the Master Lease as a result of such City Default unless such City Default shall not have been cured within 30 days after receipt of such notice by Sublessee.

(f) **Termination of Master Lease.** If the Master Lease shall for any reason be terminated or rejected prior to the expiration of the Term hereof, whether by reason of a default by City, a bankruptcy or otherwise (regardless of whether Sublessee exercised its right to cure pursuant to the immediately preceding section hereof, (a) Landlord shall promptly give written notice of such termination or rejection to Sublessee, and (b) upon request by Sublessee within 30 days after receipt of such notice, Landlord shall enter into a new lease relative to the

Premises with Sublessee on substantially the same terms and conditions as are set forth herein for the duration of the Term hereof (as the same may be extended pursuant hereto). The obligation of Landlord to enter into any such new lease shall be subject only to payment by Sublessee of all past due rent and other amounts accrued under the Master Lease prior to the date of termination and the cure by Sublessee of any non-monetary terms which are reasonably capable of being cured by Sublessee.

(g) **Amendment of Master Lease.** At least ten (10) days prior to any amendment of the Master Lease, Landlord and City shall provide written notice to Sublessee of the amendment. If the parties determine that the amendment will have a material affect upon Sublessee's rights pursuant to this Sublease or the Theater Operating Agreement, then the amendment cannot be entered into without Sublessee's prior written consent, which consent shall not be unreasonably withheld.

15. Termination. This Sublease may be terminated by the City upon the occurrence of any of the following events:

- (a) Any breach of this Sublease or the Operating Agreement by the Sublessee which remains uncured for a period of thirty (30) days after written notice from the City; or
- (b) Appointment by court order of a receiver, liquidator or trustee for the Sublessee or the filing of a petition to liquidate or reorganize the Sublessee by a third party under any bankruptcy, reorganization or insolvency law, which order or petition is not vacated or dismissed within 90 days, or the filing by the Sublessee by a petition in bankruptcy, reorganization or insolvency laws, or an assignment by the Sublessee for the benefit of creditors or the adjudication of the Sublessee as a bankrupt, or as an insolvent company, which remains uncured for a period of thirty (30) after written notice from the City.

16. General Terms:

(a) **Entire Agreement.** This Sublease and the Operating Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreement between them respecting the subject matter contained herein. There are no other representations, agreements, arrangements, or other understandings, oral or written, between the parties hereto respecting the subject matter contained herein which are not fully expressed herein.

(b) **Titles and Headings; Context.** Titles and headings to paragraphs in this Sublease are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions of it. When the context so indicates in this Sublease, the singular includes the plural; the plural includes the singular and the masculine includes the feminine and neuter.

(c) **Incorporation by Reference.** Every exhibit, schedule, and other appendix attached to this Sublease and referred to herein is hereby incorporated in this Sublease by reference.

(d) **Counterparts.** This Sublease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute the same instrument.

(e) **Assignment and Subletting.** The restrictions on assignment and subletting set forth in the Master Lease shall remain applicable to City and shall be binding upon Sublessee as if Sublessee were named therein as "tenant." Sublessee shall not, without the prior written approval of the Director of the Park and Recreation Department, sublease or assign any rights or obligations in this Sublease, which approval may be exercised in her/his sole and absolute discretion. Notwithstanding the foregoing, Sublessee shall have the right, subject to the requirements of (i) the Master Lease and the Reciprocal Easement Agreement and (ii) the Operating Agreement rights of City thereunder, (1) subject to the Operating Agreement (including, without limitation, the Goals) to sublease, or enter into use or occupancy agreements with respect to the Premises for other live performance activities for limited periods in which the community groups entitled to use the Premises pursuant to the Operating Agreement are not using the Premises, and Sublessee shall be entitled to retain any and all rent or income derived from such subleases or use or occupancy agreements of the Premises, and (2) to enter into joint ventures with other persons or entities with respect to specific productions to be staged at the Premises.

(f) **Successors.** Notwithstanding any other provisions hereof, all of the terms, covenants and conditions of this Sublease shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

(g) **Third Parties.** Nothing contained in this Sublease is intended to confer any benefit or right of any kind on any person who is not a party signatory to this Sublease.

(h) **Notices.** Except as provided in Section 15(g) above, notices, requests, and other communications hereunder shall be effective when received, but if sent by registered or certified mail, postage prepaid, shall be effective three (3) business days after being deposited in the United States mails, or in the case of facsimile transmissions, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages, the correct destination fax machine number and the result of the transmission as "OK." The address and fax number of the respective parties is set forth below. The parties may change their addresses and fax numbers by giving written notice thereof.

Sublessee: The Colony Theatre Company
 555 North Third Street
 Burbank, CA 91502
 Fax Number (818) 558-7110

City: The City of Burbank
Attn: Department of Park, Recreation and Community Services
275 East Olive Avenue
P. O. Box 6459
Burbank, CA 91510-6459
Fax Number (818) 238-5321

Landlord to: Burbank Mall Associates, LLC
[Address to be inserted in execution copy]
with copy to:

Burbank Town Center Mall Office
201 E. Magnolia Blvd., Suite 151
Burbank, CA 92501
Attention: General Manager
Fax Number (818) 566-7936

(i) **Possessory Interest Tax.** By executing this Sublease and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest may be subject to property taxation. Sublessee, as the party in whom the possessory interest is vested, may be subject to the payment of property taxes levied upon such interest.

(j) **Authority.** Each individual executing this Sublease on behalf of an entity represents and warrants that he has full authority to execute this Sublease on behalf of such entity and the execution of this Sublease, and entry into this transaction of the undersigned has been duly authorized by such entity.

(k) **Governing Law.** This Sublease shall be governed by and construed in accordance with the laws of the State of California.

(l) **Laws and Ordinances.** Sublessee shall obtain any and all permits and licenses that may be required in connection with its operations at the Premises and shall comply with all applicable federal, state, county and city laws and regulations in the exercise of the rights and privileges granted to it by this Sublease.

(m) **Right of Entry.** City shall have the right to enter upon the Premises, at any and all reasonable times, upon (2) days advance notices, for the purpose of inspection and observation of Sublessee's performance hereunder. Notwithstanding anything to the contrary contained in this agreement, in the event of an emergency Landlord agrees to exercise reasonable efforts to give advance notice to Sublessee of Landlord's need to enter the Premises, provided further however, that Landlord shall have the right to enter the Premises in the event of an emergency even if Landlord is unable to provide Sublessee with such prior notice of Landlord's entry.

(n) **Enforced Delay; Extension of Time of Performance (Force Majeure)**
Performance by any party hereto shall not be deemed to be in default where delays or defaults are

due to war; insurrection; riots, floods; earthquakes; fires; acts occasioned exclusively by violence of nature without the interference of any human agency; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; or the imposition of any applicable governmental moratorium; or any other causes beyond the reasonable control of such party. Any extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if written notice by a party is sent to the other parties hereto within thirty (30) days of the commencement of the cause and upon acceptance and approval by the other parties hereto (which approval shall not be unreasonably withheld or delayed); in all other events, such extension shall run from the date thirty (30) days (but in no event earlier than the date of the cause of the extension) from the date of written notice by such party and upon acceptance and approval by the other parties hereto (which approval shall not be unreasonably withheld or delayed).

(o) Savings Should any provision of this Sublease be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Sublease.

(p) Waiver A waiver by any party of any of the terms and conditions of this Sublease in any instance shall not be deemed or construed to be a waiver of such terms or condition for the breach of this Agreement (including an Event of Default) by the other party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving party, at any time, and upon notice given in writing to the breaching party, may direct future compliance with the waived term or terms of this Agreement, in which event the breaching Party shall comply as directed from such time forward.

(q) Consent or Approval Rights. Whenever a party's consent or approval is required in this Sublease, such consent or approval shall be deemed given should the party fail to respond within thirty (30) days after being provided with a written notice or a written request for consent or approval pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease as of the date set forth above.

"Sublessee"

"City"

THE COLONY THEATRE COMPANY

CITY OF BURBANK

By: _____
Barbara Beckley

By: _____
Name: _____
Title: _____

"Landlord"

ATTEST
Office of the City Clerk

By: Burbank Mall Associates, LLC

Margarita Campos, City Clerk

By: _____
Name: _____
Title: _____

Exhibits:
A - The Operating Agreement

APPROVED AS TO FORM
AND LEGAL CONTENT
DENNIS A. BARLOW, CITY ATTORNEY
By: _____
Title: _____
Date: 1/18/06

EXHIBIT A

THEATER OPERATING AGREEMENT

This Theater Operating Agreement (this "Operating Agreement ") is entered into by and between the Colony Theater Company, a California non-profit, public benefit corporation (the "Colony") and the City of Burbank (the "City"), with reference to the following facts:

RECITALS:

- A. The City is a long-term tenant of that certain building, associated area and improvements (the "Premises"), pursuant to the terms and provisions of a lease (as the same has been amended by the Sublease (as defined hereinafter), the "Master Lease), dated April 7, 1992 between Burbank Mall Associates, LLC, successor in interest to C.T. Operating Partnership, L.P., a California limited partnership, formerly known as the Alexander Haagen Properties Operating Partnership L.P., successor in interest to The Haagen-Burbank Partnership, a California general partnership ("Landlord"), and the City, as tenant, pursuant to which the Premises were constructed by Landlord for the use of the City.
- B. Section 7.01 of the Master Lease permits the City to use the Premises "for the operation of a cultural facility of the City of Burbank which provides educational, cultural, social and recreational activities to the general public."
- C. In March of 2000 the City Council approved the Sublease Agreement and Master Lease Modification ("Sublease") that provided for occupancy of the cultural facility by the Colony Theater, non-profit, tax-exempt theater company.
- D. The term of the Sublease was for five years and was to expire in August 2005. The City Council approved three extensions to the Sublease, which now expires on November 30, 2006.
- E. The City and the Colony desire to enter into a new Sublease and Operating Agreement (Exhibit A to the Sublease) for a new five year term for the Colony to continue to manage, occupy and use the Premises as a live-performance theater for the general public, while providing reasonable access to community groups located in the City of Burbank.
- F. Concurrently with the execution of this Operating Agreement, the Colony, Landlord and City have executed a new Sublease for the Colony's occupancy of the Premises.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, each of the parties hereto intending to be legally bound hereby agree as follows:

AGREEMENT

1. Colony Purpose & Programming. The City hereby engages the Colony, and the Colony hereby agrees, to manage and operate the Premises, as a professional playhouse for the purpose of (a) providing legitimate theatrical productions by the Colony for public enjoyment; and (b) under the auspices of the Burbank Department of Park, Recreation and Community Services, providing support for educational, charitable and cultural community activities as required pursuant to the terms hereof. The Colony's programming may include, but will not necessarily be limited to, live theatre productions, cabaret, readings, workshops, seminars, children's theater, benefits, classes and lectures, and will entail extensive use of the auditorium and multi-purpose room.

2. Term. The term (the "Term") of this Operating Agreement shall be concurrent with the term of the Sublease. Any extension of the Term is conditioned upon extension of the term of the Sublease, which is conditioned upon the Colony's substantial compliance with the Goals and Objectives established in Exhibit 1 to this Operating Agreement and as provided in the Sublease. With the approval of the City Council, the parties hereto may agree to amend, modify, or eliminate any of the terms or conditions of this Operating Agreement.

3. Annual Review. The Colony agrees to operate the premises in furtherance of the Goals and Objectives. City and the Colony agree that the Goals and Objectives shall be subject to annual review to occur no later than one year following the Opening Date, and continuing on or about that anniversary throughout the term of the Sublease. As part of this review, The Colony shall submit a financial statement for the most recent completed fiscal year in a form that is approved by the Financial Services Department. Such annual review shall take place at a meeting between one or more representatives of the Colony, the Director of Park, Recreation and Community Services and such other persons as the parties consider necessary. The Director will provide written notice of noncompliance with any goal or objective, with a reasonable period in which to cure such noncompliance. Instances of cured noncompliance shall not affect The Colony's right to seek an extension of term. As a result of this review and with the approval of the members of the Department of Park, Recreation and Community Services Board and the City Council, the parties may agree to amend, modify, or eliminate any of the goals or objectives in light of changing conditions and in furtherance of the best interests of the community.

4. Use by Community Groups. Annual availability of selected portions of the Premises for use by community groups will be as follows:

- (a) Not less than sixty-three (63) days will be made available in the main auditorium.

- (b) Not less than twenty Saturday mornings in the main auditorium.
- (c) Use of the multi-purpose room by community groups with due consideration for the Colony's needs as delineated herein.

The exact dates, particular community groups and specific events shall be determined by the Colony and the Director of the Park, Recreation and Community Services Department, or the designee of such official. Best efforts will be used to achieve maximum scheduling separation for duplicative productions. All of the foregoing time periods are inclusive and take into account the time necessary for the groups to load in and strike their respective productions. Dates allocated to the aforesaid community groups, but not used by them, shall revert to the Colony's use.

5. Colony Support Services. The Colony will provide the following support services for community groups when such are utilizing the facility pursuant to Paragraph 6 (Use by Community Groups) (collectively, "Support Services"):

- (a) A box office at the Premises during business hours for reservation/advance ticketing services for community group performances to take place at the Premises.
- (b) Notification on the outdoor marquee at the Premises of current and upcoming events (subject to the Colony's rights of use relative to such marquee, as set forth in the Sublease).
- (c) Use at the Premises of the Colony's lighting, sound, projection, public address, intercom, headset, and audio/video monitoring systems under the supervision of the Colony's Technical Director.
- (d) Use of the theater backstage areas at the Premises for sets, props, and costumes during community performance periods in the main auditorium.
- (e) Consulting services by the Colony's Technical Director to community groups using the facilities at the Premises.
- (f) If requested, help and consultation by the Colony's professional staff of directors, subject to availability.
- (g) Maintenance, janitorial and lockup services at the Premises.

6. Use Agreement. Any community groups utilizing the Premises pursuant to this Operating Agreement shall be required to execute a use agreement ("Use Agreement") with the Colony, the general form for which shall be approved by the Burbank City Attorney's Office and Landlord, which shall establish box office and facility hours, and will enumerate specific services to be provided by the Colony. It shall retain for the Colony the right to approve personnel operating the Colony's equipment and shall require such groups (a) to exercise safe and reasonable care in their use of the Premises and its fixtures and equipment, (b) to agree to be fully responsible for damage to the Premises and its fixtures caused by

such groups or their audiences, ordinary wear and tear excluded; and (c) to furnish proof of insurance (naming the City, the Colony, Landlord and Landlord's Lender as additional insureds) covering any damage to the Premises and fixtures occurring as a result of the group's use of same as well as the insurance required by Paragraph 23 hereof.

7. Concession Operations. When the Premises are being used by community groups, the Colony may offer to keep its concession operations open for their use, it being understood that all income from such operations shall be and remain the Colony's income. A community group is not obligated to accept the offer, should it occur, and may operate its own concession (provided that no such concession may sell alcohol), so long as such group obtains the proper insurance covering liability for such concession. Any concession operation shall be ancillary to the Colony's primary purpose as described in Paragraph 1.

8. Waiver of Rent and Service Charges. Other than as specifically noted herein, community organizations utilizing the Premises pursuant to Paragraph 4 (Use by Community Groups) and which are provided Support Services pursuant hereto, shall not be charged either for the use of the Premises or for such basic Support Services. The Colony's waiver of the rent and service charges that would otherwise have been due from these organizations for not only the use of the Premises and that of the Colony's furniture, fixtures and equipment, but also the absorption by the Colony of the related expenses resulting from use of the Premises and Colony's furniture, fixtures and equipment by these organizations has been taken into account in determining the rent due under the Colony Sublease.

9. Refusal To Permit Use of Facility. The Colony, with the approval of the Director of Park, Recreation and Community Services, may refuse to permit the use or continued use of the Premises by any group that, in the Colony's reasonable discretion, has not observed its Use Agreements with the Colony or similar agreements with other theaters, or whose performances are functionally incompatible with the orderly use of the Premises or may cause damage to the Premises and its fixtures and improvements.

10. Exclusive Use. Community groups using the Premises shall not be permitted to use the administrative and storage areas, which areas shall be for the Colony's exclusive use.

11. Artistic Control. The Colony shall have the right to determine the content and quality of its own programming and that of the outside groups to which it may rent the Premises pursuant to the Sublease. Each community group shall have the right to determine the content and quality of its own programs.

12. Identity. The Premises will be identified as the "Burbank Center Stage." The Colony may describe itself as the "Resident Theater Company of the Burbank Center Stage" and may describe the Burbank Center Stage as "The Home of the Colony Theatre Company."

13. Marquee. Subject to the provisions of the Master Lease and with the consent of the Landlord and compliance with provisions of the Reciprocal Easement Agreement (as defined in the Sublease) and the Burbank Municipal Code, the Colony will have control of the look and content of the outdoor marquee display.

14. Tax Exempt Status. Notwithstanding any other provision of this Operating Agreement, neither the City nor any community group shall do or fail to do any act which will impair or jeopardize the Colony's tax-exempt or non-profit status under California and federal law.

15. Additional Groups. The Sublease permits the Colony to offer the Premises to groups other than the community groups discussed in Paragraph 4 hereof (Use by Community Groups), the financial arrangements of which may include, without limitation, that of joint venturing with other persons or entities with respect to specific productions to be staged at the Premises.

16. Customization / Alterations. The Colony may display its production photos, awards, and other decorative items that illustrate its history, in the lobby of the Premises. The Colony may also have rotating art, craft, and photography exhibits in suitable public places in the Premises and, when appropriate, will sell these items on a commission basis. Additionally, the Colony shall have the exclusive right to solicit donations for commemorative or identifying markers to be affixed to various walls, floors and fixtures of the facility. Such commemorative or identifying markers may be affixed to seats, doors, rooms, the stage, etc., in recognition of these donations provided, however, that this shall in no event actually confer any possessory rights, removal rights or other rights with respect to such items or the Premises. Further, the Colony may modify the existing stage by adding to or removing any parts thereof, provided only that the stage is restored by the Colony for use by the next community group utilizing same. Additionally, the Colony may, subject to the terms and conditions of the Sublease at its sole discretion, supplement the existing stage lighting system by the addition of gridwork, pipes, etc. to support stage lighting instruments in accordance with applicable Building Codes and the Master Lease.

17. Colony Representations. The Colony represents that:

(a) It is a California non-profit public benefit corporation, duly formed and operating under the provisions of California law, with federal tax exemption under Internal Revenue Code Section 501(c)(3) and California franchise tax exemption under Revenue and Taxation Code Section 23701d, and that it shall maintain such status during the term of this Operating Agreement.

(b) The persons executing this Operating Agreement on behalf of the Colony are authorized to do so.

(c) To the best of its knowledge, it is not in violation of any order or decree of any court of competent jurisdiction or any governmental agency having jurisdiction, and there are no pending or threatened judicial or administrative proceedings which, if determined adversely to the interests of the Colony, could materially affect the Colony's ability to perform its obligations under this Operating Agreement or the Colony Sublease.

18. Liaison. Colony shall appoint an onsite full time person from among its staff regularly working at the Premises to act as a liaison with the City for purposes of this Operating Agreement and the Sublease.

19. Undertaking. Colony shall devote sufficient time as is reasonably necessary to perform its duties hereunder and shall perform such duties in a professional and courteous manner.

20. Insurance. The Colony will carry public liability insurance in accordance with the Sublease. The community groups (or the City) shall be required to carry liability insurance for all community groups' activities and audiences, such insurance to afford protection to a limit of at least \$2,000,000 for injury to or death of any number of persons arising of any one occurrence, and at least \$2,000,000 for any occurrence of property damage with an annual aggregate of at least \$2,000,000, naming the Colony, the City, and Landlord as additional insureds on the policy and submitting proof of insurance and the naming of the Colony, the City, Landlord and Landlord's Lender as additional insureds on separate endorsements delivered to each such party.

21. Right of Inspection.

(a) City, through the Director of the Park, Recreation and Community Services Department, or his/her designee, shall have the right to enter upon the Premises at any and all reasonable times upon two (2) days advance notice for the purpose of inspection and observation of Colony's performance hereunder. During these inspections, City shall have the right to utilize photographic devices and other instruments for recording conditions at the Premises. Said inspections may be made by persons identified to Colony as City's employees or independent contractors engaged by City. Under no circumstance, however, shall City be entitled to record any of the Colony's theatrical performances or rehearsals.

(b) Notwithstanding anything to the contrary contained in this agreement, in the event of an emergency City agrees to exercise reasonable efforts to give advance notice to Colony of City's need to enter the Premises, provided further however, that City shall have the right to enter the Premises in the event of an emergency even if City is unable to provide Colony with such prior notice of City's entry.

22. Enforced Delay; Extension of Time of Performance (Force Majeure). Performance by the Colony shall not be deemed to be in default where delays or defaults are due to war; insurrection; riots, floods; earthquakes; fires; acts occasioned exclusively by violence of nature without the interference of any human agency; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; or the imposition of any applicable governmental moratorium; or any other causes beyond the reasonable control of the Colony. Any extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if written notice by the Colony is sent to the City within thirty (30) days of the commencement of the cause and upon acceptance and approval by the City (which approval shall not be unreasonably withheld or delayed); in all other events, such

extension shall run from the date thirty (30) days (but in no event earlier than the date of the cause of the extension) from the date of written notice by the Colony and upon acceptance and approval by the City (which approval shall not be unreasonably withheld or delayed).

23. Termination. This Operating Agreement and the Colony Sublease may be terminated by the City upon the occurrence of any of the following events:

(a) Any breach of this Operating Agreement by the Colony which remains uncured for a period of thirty (30) days after written notice from the City; or

(b) Appointment by court order of a receiver, liquidator or trustee for the Colony or the filing of a petition to liquidate or reorganize the Colony by a third party under any bankruptcy, reorganization or insolvency law, which order or petition is not vacated or dismissed within 90 days, or the filing by the Colony by a petition in bankruptcy, reorganization or insolvency laws, or an assignment by the Colony for the benefit of creditors, or the adjudication of the Colony as a bankrupt, or as an insolvent company.

24. General Terms:

(a) **Entire Agreement.** This Operating Agreement and the Sublease and the Master Lease contains the entire agreement of the parties hereto and supersedes any prior written or oral agreement between them respecting the subject matter contained herein; there are no other representations, agreements, arrangements, or other understandings, oral or written, between the parties hereto respecting the subject matter contained herein which are not fully expressed in such agreements set forth hereinabove.

(b) **Titles and Headings; Context.** Titles and headings to paragraphs in this Operating Agreement are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions of it. When the context so indicates in this Operating Agreement, the singular includes the plural; the plural includes the singular and the masculine includes the feminine and neuter.

(c) **Incorporation by Reference.** Every exhibit, schedule, and other appendix attached to this Operating Agreement and referred to herein is hereby incorporated in this Operating Agreement by reference.

(d) **Counterparts.** This Operating Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute the same instrument.

(e) **Non-Assignment.** This Operating Agreement, and any rights or obligations hereunder are personal to the Colony and shall not be assignable by the Colony without the City's prior written consent.

(f) Successors. Notwithstanding any other provisions hereof, all of the terms, covenants and conditions of this Operating Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

(g) Third Parties. Nothing contained in this Operating Agreement is intended to confer any benefit or right of any kind on any person who is not a party signatory to this Operating Agreement.

(h) Notices. Notices, requests, and other communications hereunder shall be effective when received, but if sent by registered or certified mail, postage prepaid, shall be effective exactly three (3) business days after being deposited in the United States mails, or in the case of facsimile transmissions, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages, the correct destination fax machine number and the result of the transmission as "OK." The address and fax number of the respective parties is set forth below. The parties may change their addresses and fax numbers by giving written notice thereof.

The Colony Theatre Company
555 North Third Street
Burbank, CA 91502
Fax Number (818) 558-7110

With copies to:

The City of Burbank
Attn: Department of Park and Recreation
275 East Olive Avenue
P. O. Box 6459
Burbank, CA 91510-6459
Fax Number (818) 238-5321

(i) Authority. Each individual executing this Operating Agreement on behalf of an entity represents and warrants that he has full authority to execute this Operating Agreement on behalf of such entity and the execution of this Operating Agreement, and entry into this transaction of the undersigned has been duly authorized by such entity.

(j) Governing Law. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of California.

(k) No Joint Venture. Nothing contained herein, in the Sublease or in any document executed in connection herewith shall be construed as making the Colony, on the one hand, and the City, on the other hand, as joint venturers or partners or agents of each other.

(l) **Reciprocal Easement Agreement; Master Lease; Sublease.** This Operating Agreement is subject to the terms and conditions of the REA, the Sublease and the Master Lease, and unless specifically amended by the Sublease, to the extent of any conflict between the terms and conditions hereof and the terms and conditions of the Master Lease, the terms and conditions of the Master Lease shall control, and to the extent of any conflict between the REA and either the Master Lease, the sublease, or this Operating Agreement, the REA shall control.

(m) **Laws and Ordinances.** The Colony and its subcontractor shall obtain any and all permits and licenses that are required in connection with its operations at the Premises and shall comply with all applicable federal, state, county and city laws and regulations in the exercise of the rights and privileges granted to it under the Sublease.

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the Effective Date.

THE COLONY THEATRE COMPANY

By: _____
Barbara Beckley, Its President

THE CITY OF BURBANK

By: _____
Name: _____
Title: _____

Exhibits:

1--Goals and Objectives

APPROVED AS TO FORM
AND LEGAL CONTENT
DENNIS A. BARLOW, CITY ATTORNEY
By: _____
Title: _____
Date: 11/19/06

EXHIBIT 1

GOALS & OBJECTIVES FOR THE COLONY THEATRE COMPANY AT THE BURBANK CENTER STAGE

YEAR 1 / 2005-2006

CORE OBJECTIVES

Institutional

1. To consistently provide high-quality productions for a reasonable price.
2. To select plays that appeal to the common humanity we all share rather than to specific constituencies.
3. To create a warm and welcoming environment for audiences, artists, staff, and all others who enter the premises.
4. To foster a community of talented professional artists who are dedicated to serving the art rather than their own egos.
5. To provide heroic customer service.

The Facility

1. Maintain all theatrical equipment in good working order for The Colony's own use, as well as use by other groups that use the space.
2. Maintain all fixed assets within the facility in a safe and operational condition.

The Community

1. Offer discounts of 5 – 15% off general admission single ticket prices and 3 – 10% off standard, non-discounted subscription prices to Burbank residents through the Department of Parks & Recreation Newsletter.
2. Offer group discount arrangements of 5 – 15% off standard, non-discounted subscription prices, 5 – 25% off general admission single ticket prices, and, for preview performances, 25 – 50% off general admission single ticket prices for Burbank community organizations and groups.
3. Provide discounts for Preview performances of 25 – 50% off general admission single ticket prices to charities for fundraising events.
4. Attract theatre patrons through marketing opportunities to the Media Center as potential shoppers and diners.
5. Continue to engage the community through outreach efforts and involvement in community based organizations, activities, and events.

Senior Citizens

1. Offer discounts for preview performances of 25 – 50% off general admission single ticket prices to senior citizen groups.

2. Offer discounts of 5 – 15% off general admission single ticket prices to senior citizens.
3. Offer discounts of 3 – 10% off standard, non-discounted subscription prices to senior citizens.
4. Continue to foster relationships with senior organizations through activities such as providing complimentary tickets in exchange for volunteer work.

Youth

1. Offer discounts for preview performances of 25 – 50% off general admission single ticket prices to youth groups.
2. Offer discounts of 5 – 15% off general admission single ticket prices to full-time students.
3. Offer discounts of 3 – 10% off standard, non-discounted subscription prices to full-time students.
4. Offer ½ price subscriptions to youth under 18.
5. Continue to engage the youth of the community by providing employment opportunities and theatre arts education through Burbank based schools and special programs.

ANNUAL GOALS

1. Attract an estimated 25,000 theatre patrons to the Media Center (measured by ticket sales) as potential shoppers and diners.
2. Complete the 2006 subscription season and commence the 2007 subscription season for a total of approximately 125 non-rental performances.
3. Present a season of five productions encompassing comedies, dramas, and musicals.
4. Complete annual audit with the City of Burbank.

EXHIBIT 1

GOALS & OBJECTIVES FOR THE COLONY THEATRE COMPANY AT THE BURBANK CENTER STAGE

YEAR 2 / 2006-2007

CORE OBJECTIVES

Core objectives as defined in year 1, shall be continued throughout this year.

ANNUAL GOALS

1. Attract an estimated 26,000 theatre patrons to the Media Center (measured by ticket sales) as potential shoppers and diners.
2. Complete the 2007 subscription season and commence the 2008 subscription season for a total of approximately 125 non-rental performances.
3. Present a season of five productions encompassing comedies, dramas, and musicals.
4. Complete annual audit with the City of Burbank.
5. Per the business plan, begin evaluation and consultation to brand The Colony Theatre.
6. Create plan to actively sell program space to local businesses.
7. Research and submit capacity-building grants to fulfill vacant staff positions in marketing and development.

EXHIBIT 1

GOALS & OBJECTIVES FOR THE COLONY THEATRE COMPANY AT THE BURBANK CENTER STAGE

YEAR 3 / 2007-2008

CORE OBJECTIVES

Core objectives as defined in year 1, shall be continued throughout this year.

ANNUAL GOALS

1. Attract an estimated 26,000 theatre patrons to the Media Center (measured by ticket sales) as potential shoppers and diners.
2. Complete the 2008 subscription season and commence the 2009 subscription season for a total of approximately 125 non-rental performances.
3. Present a season of five productions encompassing comedies, dramas, and musicals.
4. Complete annual audit with the City of Burbank.
5. Per the business plan, create dinner packages with nearby restaurants and hotels.
6. Continue to explore revenue sources through facility rentals with focus on catering to weekday events such as meetings, training sessions, motivational seminars, and conferences for large corporations.

EXHIBIT 1

GOALS & OBJECTIVES FOR THE COLONY THEATRE COMPANY AT THE BURBANK CENTER STAGE

YEAR 4 / 2008-2009

CORE GOALS

Core objectives as defined in year 1, shall be continued throughout this year.

ANNUAL GOALS

1. Attract an estimated 27,000 theatre patrons to the Media Center (measured by ticket sales) as potential shoppers and diners.
2. Complete the 2009 subscription season and commence the 2010 subscription season for a total of approximately 125 non-rental performances.
3. Present a season of five productions encompassing comedies, dramas, and musicals.
4. Complete annual audit with the City of Burbank.
5. Per the business plan, continue to build board with focus on recruiting members with corporate and philanthropic influence, and major gift capacity.

EXHIBIT 1

GOALS & OBJECTIVES FOR THE COLONY THEATRE COMPANY AT THE BURBANK CENTER STAGE

YEAR 5 / 2009-2010

CORE GOALS

Core objectives as defined in year 1, shall be continued throughout this year.

ANNUAL GOALS

1. Attract an estimated 27,000 theatre patrons to the Media Center (measured by ticket sales) as potential shoppers and diners.
2. Complete the 2010 subscription season and commence the 2011 subscription season for a total of approximately 125 non-rental performances.
3. Present a season of five productions encompassing comedies, dramas, and musicals.
4. Complete annual audit with the City of Burbank.
5. Per the business plan, retire debt and allocate any surplus to reserve accounts.
6. Begin strategic plan process for the next five year period.

THE

Colony

THEATRE COMPANY

World Class Theatre in the Heart of Burbank

BUSINESS PLAN 2006-2011

INTRODUCTION

In the fall of 2005, The Colony Theatre Company initiated an organizational analysis, with the goal of ensuring long-term viability in the face of financial challenges caused by significant changes in the environment.

This discovery process identified three key areas that required immediate attention: cash flow, debt reduction, and board recruitment. To satisfy the urgency of the cash flow challenge, cuts were made to expenses, the balance of the production season was altered, and unsecured loans from top donors were acquired. These efforts quickly stanchd further letting and, as a result, the operating deficit for the most recently completed fiscal year, which ended May 31, 2006, was reduced by 80% compared to the three previous fiscal years. Steps were then taken to get the organization back on track and debt-free.

Through the spring of 2006, staff and board members continued the process of streamlining internal practices, identifying and implementing additional cost cutting measures, and exploring board recruitment opportunities at the local community level. This was followed in the summer of 2006 with temporary restructuring of some lower level staff responsibilities to ensure that executive staff members were afforded the time to devote to financial analysis and fundraising. At this point, senior staff began meeting with subscribers, donors, peers, and consultants to gain advice toward accelerating the recovery and to increase the constituency base.

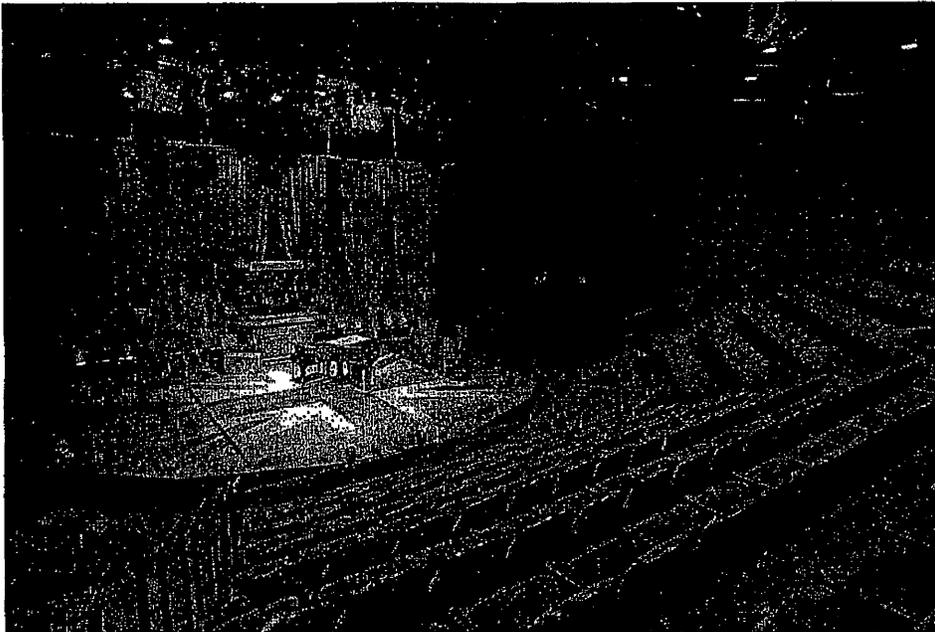
As of September, 2006, the organization has experienced a financial turnaround evidenced by achieving operating net income for the first quarter of the current fiscal year (see Appendix A), and the future is bright based on the implementation of this business plan.

MISSION STATEMENT

The mission of the Colony Theatre Company is to stimulate, inspire, illuminate, and celebrate our common humanity through the shared experience of live theatre. The organization is committed to producing a wide range of compelling, well-crafted plays and musicals that entertain and enrich the audience's imagination, take them on a rewarding emotional journey, and nourish a lifelong passion for great theatre.

CORE VALUES

- To consistently provide high-quality productions for a reasonable price.
- To select plays that appeal to the common humanity we all share rather than to specific constituencies.
- To create a warm and welcoming environment for audiences, artists, staff, and all others who enter the premises.
- To foster a community of talented professional artists who are dedicated to serving the art rather than their own egos.
- To provide heroic customer service.



ORGANIZATIONAL PROFILE

Origins

The Colony Theatre Company was founded in 1975 by a group of young television actors eager to return to their theatre roots. Over the years, we evolved from a small, local ensemble into an established, award-winning, and nationally recognized non-profit performing arts institution, appearing for the past four years on Encyclopedia Britannica Almanac's list of "25 Notable U.S. Theatre Companies." In 2000, we moved from our 99-seat theatre in the Silver Lake district of Los Angeles into a beautiful 276-seat performance space created by the City of Burbank, where we continue to thrive as a fully professional union-contract theatre.

Summary of Major Programs/Services

The Colony produces a season of plays and musicals that explore all genres, focusing on World, West Coast, and Los Angeles premieres. The season typically consists of five productions along with regularly scheduled after-show "talk-backs" with actors and directors. Additionally, The Colony frequently offers extensive low-cost tickets to students, seniors, and community groups. We also provide complimentary tickets and subscriptions to various charitable and community events across the Los Angeles region, and frequently open the facility for use by Burbank community groups.

Number of People Served

During the 2005-2006 season, the theatre employed more than 90 theatre professionals and nearly a hundred volunteers. **Our productions reached an audience of over 25,000 patrons.**

Geographic Area Served

The Colony Theatre directly serves all of Los Angeles County as well as some outlying regions and states. The majority of our patrons reside in Burbank, Glendale, Pasadena, and across the San Fernando Valley area. **Recent survey information illustrates that 70% of our audience comes from outside the City of Burbank and 56% of our patrons contribute to the local economy by dining and/or shopping when they attend our performances.**

Budget Size

The budget is approximately \$1 million, with approximately 70% of revenue coming from earned sources and 30% from contributions. This earned/contributed ratio is atypical of similar organizations of our size:

	Rubicon Theatre	International City Theatre	East West Players	The Colony Theatre Co.
Seating Capacity	212	349	240	276
# Performances of each show	25	22	24	25
# Subscribers	2,600	1,500	795	3,309
Earned/Contributed Income Ratio	50/50	45/55	25/75	70/30

Administration

The 6-member Board of Directors is smaller than comparable organizations, and steps are being taken to grow the board with members who are capable of contributing to the theatre in a variety of ways. The staff size, compensation levels and benefit packages are somewhat lower than other organizations with similar budgets. The reporting structure of the Artistic Director as CEO and the Managing Director serving as COO is common in the non-profit arts sector.



The cast of The Grand Tour

THE PLAN

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ARTISTIC PROGRAMS

Goal: Continue to produce at the highest professional level.

Objective: Produce quality artistic programs that support the mission of The Colony Theatre.

Timeline **Strategies**

2006-2007

- Produce smaller cast shows with fewer technical demands that do not sacrifice the quality of work expected of The Colony Theatre. The season includes *Billy Bishop Goes to War*, the West Coast Premiere of *I Have Before me a Remarkable Document Given to Me by a Young Lady from Rwanda*, the Los Angeles Premiere of *The Musical of Musicals! (The Musical!)*, *Stage Struck*, and *The Thousandth Night*.

2007-2011

- Continue to produce shows that can be financed through subscriptions, ticket sales, contributions, sponsorships and grants that meet the artistic mission of The Colony but stay within the restrictions of remaining profitable.



The cast of The Glass Menagerie

BOARD OF TRUSTEES

Goal: Develop governance and support needed to help fulfill the mission of The Colony Theatre.

Objective: Build board membership and participation.

<u>Timeline</u>	<u>Strategies</u>
2006-2007	<ul style="list-style-type: none">• Establish Advisory Committee to brainstorm ideas on board development specific to The Colony Theatre.• Increase Board of Trustees membership by three active members by end of fiscal year.• Create board handbook and implement new member orientation.
2007-2008	<ul style="list-style-type: none">• Hold periodic professional development sessions during bi-monthly Board of Trustees meetings.• Begin annual Board retreats.• Continue to build Board by focusing on expertise in areas not currently represented, to achieve overall composition of:<ul style="list-style-type: none">• Nonprofit management• Theatre/media arts• Education• Marketing/public relations• Fundraising• Event production• Human resources/labor law• Finance• Insurance• Civic/community leader/influencer• Corporate leader/influencer
2008-2009	<ul style="list-style-type: none">• Continue to build Board focusing on areas listed above.• Build stronger personal relationships with Foundations and other major funders.• Build more community relationships within the City of Burbank.• Build deeper volunteer relationships, including senior citizens and students.
2009-2011	<ul style="list-style-type: none">• Continue to build Board with focus on recruiting members with corporate and philanthropic influence, and major gift capacity.

MARKETING & FUNDRAISING

Goals Raise the visibility of The Colony as a premiere producing theatre of superior quality.

Objective: Increase subscriber and donor bases, establish Foundation support, and create Major Gifts campaign for long-term sustainability.

Timeline
2006-2007

Strategies

- Maintain subscriber base of 3,300.
- Explore, implement, and evaluate marketing initiatives that use our audience to reach out to new constituencies. These initiatives may include money-back guarantees, vouchers for first time ticket buyers, ticket benefits for top donors, and various new subscriber incentives.
- Invigorate existing campaigns including The Wall of Honor and Seat Dedications.
- Clarify board participation in fundraising.
- Schedule regular meetings for senior staff and board members with donors, prospects, and community leaders.
- Begin cultivating foundation relationships.
- Continue to examine customer service practices to ensure consistency with the Colony core value of heroic customer service.
- Conduct small salons to invigorate the volunteer base and collect ideas and interest to form an active volunteer program of passionate friends of The Colony Theatre.
- Plan/set next season in a timely fashion to ensure successful renewal campaign.

2007-2008

- Continue to explore and implement new marketing initiatives, and evaluate success ratios.
- Increase subscriber base by 6%.
- Increase single ticket sales by 6%.
- Begin to develop targeted donor campaign using naming opportunities to secure major gifts totaling \$100,000 by 2010.
- Continue cultivating foundation relationships.
- Target affinity markets by acquiring lists by zip code and other filters through the LA Big List.
- Continue to assess earned income through concessions and product sales, and implement new programs.
- Begin evaluation and consultation to brand The Colony Theatre.
- Create dynamic cultivation events for prospects.
- Research and submit capacity-building grants to fulfill vacant staff positions in marketing and development.
- Explore affordable ways to enhance street presence on Third and Cypress.

- Create plan to actively sell program space to local businesses.
- Reassess and re-design web site to ensure customer ease and satisfaction.
- Plan/set next season in a timely fashion to ensure successful renewal campaign.

2008-2009

- Continue to explore and implement new marketing initiatives, and evaluate success ratios.
- Increase subscriber base by 6%.
- Increase single ticket sales by 6%.
- Implement targeted donor campaign using naming opportunities to secure \$30,000 toward goal of \$100,000 in major gifts by 2010.
- Use recovery success and established relationships to approach foundations for support.
- Create dinner packages with nearby restaurants/hotels.
- Research grants that subsidize educational programs.
- Plan/set next season in a timely fashion to ensure successful renewal campaign.

2009-2010

- Continue to explore and implement new marketing initiatives, and evaluate success ratios.
- Increase subscriber base by 6%.
- Increase single ticket sales by 6%.
- Continue targeted donor campaign using naming opportunities to secure \$30,000 toward goal of \$100,000 in major gifts by 2010.
- Plan/set next season in a timely fashion to ensure successful renewal campaign.

2010-2011

- Continue to explore and implement new marketing initiatives, and evaluate success ratios.
- Increase subscriber base by 6%.
- Increase single ticket sales by 6%.
- Secure final \$40,000 to reach fundraising goal of \$100,000 in major gifts.
- Plan/set next season in a timely fashion to ensure successful renewal campaign.



Jeffrey Rockwell & Larry Cedar in Billy Bishop Goes to War.

FINANCE

Goal: Eliminate debt, attain stability, and work toward growth.

Objectives: Reduce expenses, allocate surpluses for debt reduction, and take steps to build reserves.

<u>Timeline</u>	<u>Strategies</u>
2006-2007	<ul style="list-style-type: none">• Monitor expenses and cash flow to gauge success of budget reductions.• Conduct audit for last fiscal year.• Allocate projected end of year surplus of \$35,000 for debt reduction.
2007-2008	<ul style="list-style-type: none">• Per marketing and fundraising plan, budget growth of 6% for earned income, 7% for contributed income, and 6% for expenses. Monitor to ensure \$43,000 surplus at end of year to be allocated for debt reduction.• Conduct audit for last fiscal year.
2008-2009	<ul style="list-style-type: none">• Per marketing and fundraising plan, budget growth of 6% for earned income, 7% for contributed income, and 6% for expenses. Monitor to ensure \$82,000 surplus at end of year to be allocated for debt reduction.• Conduct audit for last fiscal year.
2009-2010	<ul style="list-style-type: none">• Per marketing and fundraising plan, budget growth of 6% for earned income, 7% for contributed income, and 6% for expenses. Monitor to ensure \$93,000 surplus at end of year to be allocated for debt reduction.• Conduct audit for last fiscal year.
2010-2011	<ul style="list-style-type: none">• Per marketing and fundraising plan, budget growth of 6% for earned income, 7% for contributed income, and 6% for expenses. Monitor to ensure \$113,000 surplus at end of year to be allocated for debt reduction.• Conduct audit for last fiscal year.• When debt is retired, allocate any additional surplus to reserves.

STAFF

Goal: Develop the staff and support needed to help fulfill The Colony mission.

Objective: Ensure that each staff position is effectively contributing to the viability of the organization.

<u>Timeline</u>	<u>Strategies</u>
2006-2007	<ul style="list-style-type: none">• Review, revise, and implement employee handbook.• Evaluate and implement new job descriptions and employee classifications.• Establish control over process for introductory and annual evaluations, so that work performance issues are documented and addressed immediately.• Continue professional development of staff through seminars and mentoring to achieve a high level of professionalism and effectiveness.
2007-2008	<ul style="list-style-type: none">• Develop procedures handbook.• Continue to evaluate job descriptions and employee effectiveness and make adjustments where appropriate.• Increase staff wages.• Begin annual staff retreats.
2008-2011	<ul style="list-style-type: none">• Assess benefits package and enhance, as feasible, to include pension, vision, and life insurance.• Continue to evaluate job descriptions and employee effectiveness and make adjustments where appropriate.• Upon receipt of capacity grant, begin search for suitable candidates to fill vacant staff positions in the areas of marketing and development.



Erica Tazel & Louis Lotorto in ...Young Lady from Rwanda

OPERATIONS/FACILITIES

Goal: To maximize uses of the facility which fulfill the mission of The Colony.

Objective: Increase rental income/capacity.

Timeline
2006-2007

Strategies

- Assess and evaluate rental rates to ensure market rate prices for space, equipment, and billable hours.
- As able, acquire additional equipment, such as projectors and screens, that enhance the appeal of renting at The Colony.
- Create rental brochure and increase marketing efforts for rentals.

2007-2011

- Continue to explore revenue sources through facility rentals with a focus on catering to weekday events for large corporations. These events may include meetings, training sessions, motivational seminars, and conferences, as well as other initiatives put forth by local community leaders.



Jay Johnson with Darwin in The Two and Only

BUDGET PROJECTION

This projection utilizes actual results for FY 05-06, and then factors in the planned program growth and operational changes as described in the preceding Business Plan.

06-07	%	07-08	%	08-09	%	09-10	%	10-11	%
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Income

Subscription Income	405,000	48%	429,300	48%	455,058	46%	482,361	46%	511,303	45%
Single Ticket Sales	126,500	15%	134,090	15%	142,135	14%	150,664	14%	159,703	14%
Concessions Income	10,000	1%	11,000	1%	12,100	1%	13,310	1%	14,641	1%
Rental Income	75,000	9%	80,250	9%	85,868	9%	91,878	9%	98,310	9%
Interest Income	250	0%	265	0%	281	0%	298	0%	316	0%
Surcharges	9,500	1%	10,165	1%	10,877	1%	11,638	1%	12,453	1%
Contributed Income	220,500	26%	238,140	26%	257,191	26%	277,766	26%	299,988	26%
Major Gift(s)					30,000	3%	30,000	3%	40,000	4%
Total Income	845,750		903,210		992,510		1,057,915		1,136,713	

Expense

Personnel	463,992	57%	491,832	57%	521,341	57%	552,622	57%	585,779	57%
Production	116,425	14%	123,411	14%	130,815	14%	138,664	14%	146,984	14%
Marketing	101,250	12%	107,325	12%	113,765	12%	120,590	12%	127,826	12%
Facility	84,300	10%	89,358	10%	94,719	10%	100,403	10%	106,427	10%
Fundraising/Development	7,600	1%	8,056	1%	8,539	1%	9,052	1%	9,595	1%
Other	37,200	5%	39,432	5%	41,798	5%	44,306	5%	46,964	5%
Total Expense	810,767		859,413		910,978		963,638		1,023,575	

Net Income	35,983	43,797	82,532	92,279	13,139
Retained Earnings	260,529	214,546	170,749	88,217	4,062
Net Balance	214,546	170,749	88,217	4,062	17,200

Note:

- Contributed income in 04/05 increased dramatically due to one-time gifts totaling \$150,000.



ATTACHMENT C

Vavrinek, Trine, Day & Co., LLP
Certified Public Accountants & Consultants

VALUE THE DIFFERENCE

City of Burbank

*Agreement Analysis
of
The Colony Theater*

September 13, 2006

8270 Aspen Street Rancho Cucamonga, CA 91730 Tel: 909.466.4410 Fax: 909.466.4431 www.vtdcpa.com

FRESNO • LAGUNA HILLS • PALO ALTO • PLEASANTON • RANCHO CUCAMONGA • SAN JOSE



Vavrinek, Trine, Day & Co., LLP
Certified Public Accountants & Consultants

VALUE THE DIFFERENCE

September 13, 2006

Attn: Bob Torrez
City of Burbank
275 East Olive Avenue
Burbank, CA 91510-6459

RE: Analysis of the Colony Theater Agreement

Dear Mr. Torrez:

In response to your request, we were engaged to perform an analysis of the Colony Theater Agreement, and to make findings and suggestions regarding this business arrangement to the City management. Procedures performed during the analysis were at the request of the management of the City of Burbank. A report is attached which details our findings, recommendations, and conclusions.

Yours very truly,

Joe Aguilar
OF VAVRINEK, TRINE, DAY & CO., LLP

**City of Burbank
Colony Theater Agreement**

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City of Burbank
Colony Theater Agreement

Executive Summary

An analysis was performed regarding the Colony Theater Sublease Agreement and Theater Operating Agreement between the City of Burbank and Colony Theater Company ("Theater Company"). The Theater Company is a nonprofit 501.C.3 tax-exempt entity that manages and produces live performance theater for the general public. In the following report are events and circumstances, which to the best of our knowledge, are factual as presented to the examiners during the course of our work. This report is intended exclusively for use by the City of Burbank.

Based upon our inquiries and procedures, it appears that the Theater Company substantially complies with the terms of the Sublease Agreement and Theater Operating Agreement with the City of Burbank and all related amendments. It should be noted that several items came to our attention in the course of our engagement that the City may wish to address. These issues are memorialized in the findings that follow:

Findings & Recommendations

Finding #1

The Theater Company program activities works on annual budget of about \$1 million per year. The Theater Company incurred financial difficulties in recent years and has worked to correct its operational deficits. From interviews and discussions, it appears that the Theater Company is operating on an even basis with its current programs. However, the Theater Company is still working on clearing up its past borrowings. Until the Theater Company provides evidence of its long-term viability, the City should consider limiting its lease arrangements with the Company to no more than two years at a time.

Recommendation

The City's should limit its leasing arrangements with the Theater Company to two years at a time until the Theater Company provides evidence of its long-term viability.

City Response

City staff will consider this limitation for the next agreement renewal.

Finding #2

The Theater Operating Agreement includes a provision requiring that the Theater Company submit an annual financial statement for its most recent fiscal year as part of its annual review. The agreement indicates that the financial statement needs to be in the form that is approved by the City's Finance Department. In the most recent annual report, the Theater Company provided a budget recap of the prior year to the current year. A full financial statement that includes a balance sheet and profit and loss statements has not been provided to the City until this year. During the course of this analysis, the

City of Burbank

Colony Theater Agreement

Colony Theater provided a complete set of financials for the most recent complete fiscal year and a recap of profit and loss statements for the past three and half years.

Recommendation

The City's Finance Department needs to establish a format for the submission of an annual financial statement from the Theater Company. The format should include a profit and loss statement, a balance sheet, a budget comparison for major expense and revenue accounts, and a statement of cash flows. The City should request these annual financial statements from the Theater Company for its most recently completed fiscal year.

City Response

Copies of the recently obtained financials have been received by the Parks and Recreation Department with copies forwarded to the City's Finance Department.

Finding #3

The Theater Company provided sufficient documentation to the Parks and Recreation Department for its rent credits. Parks and Recreation keeps comprehensive records of the documentation and other program activities of the Theater Company. All of the improvements and equipment were inspected and accounted for during this engagement.

Recommendation

The Parks and Recreation Department should continue with its efforts in keeping record of the Theater Company programs.

City Response

City staff will continue in its efforts in documenting and inspecting improvements and equipment used for rent credits.

Finding #4

On annual basis, the City does not summarize the list of improvements and equipment acquired by the Theater Company. An annual summary of improvements and equipment will serve as an easy reference for accounting for the items from this point forward. To date, these improvements and items are not too numerous or difficult to account for. However, as the Theater Company matures and grows, additional acquisitions for rent credits can prove difficult to track if a system is not put in place.

Recommendation

The City should recap and summarize the improvements and equipment each year that were used as rent credits and forward this data to the City's Finance Department for fixed asset tracking.

City Response

Parks and Recreation staff will begin to summarize the improvements and equipment by year that are used for the rent credits and forward such information to the City's Finance Department.

**City of Burbank
Colony Theater Agreement**

Scope of Work

At the request of City management, the scope of our work covered reviewing the management and operations agreement, performing a site visit of the premises, reviewing quarterly rent payments and respective rent credits and reviewing reports and documents provided by Colony Theater Company.

Objectives

The objectives of our analysis were to:

- ❖ Review and inspect Sublease Agreement and Theater Operating Agreement between the City of Burbank and Colony Theater Company
- ❖ Determine that both parties complied with the agreement including insurance and indemnification provisions.
- ❖ Inspect the documentation for quarterly rent payments and respective rent credits for proper authorization and allowed rent credits.
- ❖ Note any inconsistencies or ambiguities found and propose suggestions.

City of Burbank
Colony Theater Agreement

Procedures Performed

- ❖ Inquiries were made of City management, Park and Recreation personnel and the management team of the Colony Theater Company.
- ❖ We performed interviews with the executive director of the Theater Company and other site personnel.
- ❖ We inspected the Sublease Agreement and Theater Operating Agreement originally dated March 2000 and its subsequent amendments between the City and the Colony Theater Company.
- ❖ We obtained an understanding of the policies and procedures used by the Colony Theater Company to submit the quarterly rent less approved rent credits.
- ❖ We obtained an understanding of the policies and procedures used by the City to monitor the Theater Company's compliance with the agreements.
- ❖ We obtained an understanding of the policies and procedures used by the City to approve rent credits.
- ❖ We inspected all of the quarterly rent payments and respective rent credits for proper authorization and allowed rent credits for fiscal years since the inception of the lease arrangement through the quarter ending March 2006.
- ❖ We made an on-site inspection of the improvements and equipment used for rent credits.
- ❖ We attended one of Theater Company's performance to understand its marketing and operational approaches to providing live theater performances to the general public.
- ❖ We prepared a report, noting our findings, recommendations, and conclusions.

City of Burbank
Colony Theater Agreement

Background Information

The City of Burbank entered in an agreement with Colony Theater Company to operate and manage the Colony Theater. Pursuant to the Agreement between Theater Company and the City of Burbank, rental payments less approved rent credits are remitted to the City quarterly.

Through the quarter ending March 2006, the Theater Company has used rent credits in lieu of cash payments for all of its lease payments. Initially, the Theater Company spent its own funds for significant improvements to the Theater including sound panels and dressing room lofts. The value of these items along with some minor equipment have off-set all due lease payments.

Included in the agreement are Theater Company's goals and objectives for its first five years. The Theater Company and the City review these goals and objectives annually. In addition, Theater Company provides an annual report to the City and to the City Council.

The Agreement was initially entered into in March 2000 for a period of 5 years with an option to extend the lease. The City has executed several short term extensions going through December 2006.

Rent credits must be approved in writing by the Director of Parks and Recreation in order for the rent credit to be given. All but one of the approved rent credits include expenditures made by The Theater Company to complete tenant improvements and maintenance and repair items. Maintenance and repair items are the responsibility of the City, but the Theater Company may perform such work when needed. The only item of mobility used for rent credits were the hearing impaired listening devices. These devices are kept in the Theater box office.

ATTACHMENT D

THE COLONY THEATRE COMPANY
COMMUNITY PARTICIPATION 2005-2006

1. Provided the entire building free of charge to Shakespeare at Play to present performances of *Hamlet* on seven occasions, and provided technical assistance.
2. Provided a Master Class in Ventriloquism free of charge with actor and ventriloquist Jay Johnson for Burbank High School students.
3. Provided performances of *The Glass Menagerie*, *Sherlock's Last Case*, ... *Young Lady From Rwanda*, *Billy Bishop Goes to War* followed by talkbacks with actors, playwright, and director for Burbank High School students, Bellerme Jefferson students, and John Burroughs students.
4. Provided Assisted Listening performance for California Council for the Blind for *Sherlock's Last Case*.
5. Provided space and expertise for the Burbank Regional Occupational Program – Burbank area high school students may opt for this credited, structured program of theatrical arts instruction. Students learn about sets, costumes, lighting, and the general operating requirements of a theatre during two weekly sessions for the entire school term.
6. Provided the building for the Kids Community Dental Clinic at cost.
7. Hosted filming for the Department of Park, Recreation & Community Services 80th Anniversary.
8. Conducted a seminar for the Leadership Burbank class.
9. Provided the building free of charge to Leadership Burbank for 2 (two) Graduation events and one Reception.
10. Offered employment and educational opportunities to students of Burbank and Burroughs High Schools working backstage during performances and learning the technical aspects of theatre as well as discipline and focus.
11. Continued to provide free theatre tickets to the Joslyn Senior Center.
12. Provided opportunities for local High school students to earn community service hours.
13. Invited Glendale STAR kids (Glendale Police Department program for disadvantaged children) to attend a performance of *The Grand Tour*.
14. Presented the Colony Community Spotlight Awards in partnership with City of Burbank to honor local citizen Barry Burnett.

15. Provide the building free of charge to local business Coldstone Creamery to hold their semi-annual "auditions."

16. Provide the building free of charge to local business Make-up Designory (AKA MUD) for makeup seminars for their students.

17. Participated in Taste of Burbank.

18. Offered half-price theatre tickets to Burbank Senior Artists' Colony for every production.

19. Offered building at cost for Burbank-based non-profit organizations.

20. Donated tickets and subscriptions to the following organizations for their fundraising efforts:

Women Against Gun Violence

Wheels for Humanity

S.O.S. (Share Our Strength)

L.A. Shanti

Star Education

Sherman Oaks Parent's Association

Share Inc.

Shakespeare by the Sea

Santa Monica Bay Keeper

Santa Monica Alternative School House

Rosemary Children's Services

Rotary Club of Los Angeles

Ribet Academy

Recording for the Blind and Dyslexic

Women's American ORT

Providence/St. Joseph Medical Center Guild

La Providencia Guild of Children's Hospital of Los Angeles

The Pasadena Symphony

Orange Coast Memorial Foundation

Neighborhood Nursery School

San Fernando Valley Council NA'AMAT USA

The Music Circle

The Monarch Golf Classic

Miocean

Robert A. Millikan Middle School

L.A. Fireman's Relief Association

Los Angeles Air Force Officer's Spouse's Club

The Professionals of the League for Crippled Children

LACER After school Programs

Attachment 2

Proposal for Sublease, Management and Operation of the Burbank Center Stage: RFP No. PR2023-45025-1019.

Burbank Community YMCA



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

February 8, 2023

The City of Burbank
Parks and Recreation Department

Re: RFP NO. PR2023-45025-1019

Dear City of Burbank,

It is with pleasure that I submit the attached proposal to manage and operate the Burbank Center Stage in partnership with Conundrum Theatre Company. A YMCA-City of Burbank partnership would utilize a revenue sharing model to provide educational, social, cultural, and recreational activities to our community. With a keen focus on inclusion, this partnership's management of the Burbank Center Stage would benefit community members, local businesses, audiences, producers, and artists. in an inclusive model that benefits residents, producers, performers, artists, audiences and more.

With almost 100 years of experience serving the needs of the local community, the Burbank YMCA has the capability and dedication to ensure first class management of the premiere theatrical venue in our city. Located across the street from the Burbank Center Stage, the Burbank Community YMCA (Y) is a flourishing non-profit organization that has successfully managed and operated the Horace Mann Children's Center in a similar revenue sharing model with the Burbank Unified School District (BUSD). The Y also partners with BUSD to develop and manage an innovative summer school-camp hybrid program created to close the academic opportunity gap. The Y partners with Providence to provide social and recreational activities for members in the LGBTQIA+ community and exercise and educational programs for those who are at high risk for disease.

Thank you for the opportunity to submit this proposal. It is an honor to be considered for this partnership with the City to combine the performing and visual arts with social, cultural, educational, and recreational activities in Burbank.

If you have any questions, please do not hesitate to contact me. This proposal is valid for ninety (90) days from submittal.

Sincerely,

Mary Cutone
President/CEO
Burbank Community YMCA

321 E. Magnolia Blvd.
Burbank, CA 91502
818-845-8551 ext. 225
mary@burbankymca.org

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3. Executive Summary

The Burbank Community YMCA (henceforth referred to as “the Y”) has been a center for educational, cultural, social and recreational activity since it opened its doors in 1924. We are uniquely qualified to oversee operations of the Burbank Center Stage due to our close proximity to the Burbank Center Stage and intimate knowledge of the Burbank community and reputation as a safe community space¹. This proposal outlines a community center that encourages arts investment in Burbank and strongly benefits the local economy and improves quality of life for residents. A steady slate of desirable programming in a centrally-located space will bring consumers to our businesses, keep streets safe, and support our vibrant, diverse business community. In short: when city governments invest in arts and culture initiatives, city economies grow and so do strong communities.

This proposal is supported by several local businesses as well as Senator Portantino² and the Burbank Chamber of Commerce. Every audience member who chooses to go to a show, movie or event at the Burbank Center Stage, will also likely choose a nearby restaurant or bar before or after the show. And given the Burbank Center Stage’s central location, audiences are also likely to visit the many shops in the mall and downtown Burbank, making the theater an accessible hub for residents, businesses and other stakeholders. The central location also encourages use of public transportation and walking, lowering local emissions. Not only would we give the people who live and work in Burbank ample opportunities to spend more time and money in our city, but research shows that the arts bring employment, tourism, tax revenue, and customers, lifting local businesses and making communities safer³. Strong local arts programs also bring new businesses to communities, lifting economic equality and filling local office buildings.

The Y has successfully managed programs in partnership with the Burbank Unified School District, Woodbury University, Showcase Basketball, Conundrum Theatre Company, the Burbank Library, Kiwanis, and many others. In 2021, the Y opened the Social Impact Center, the first LGBTQIA+ resource center in Burbank, fully managed and operated within the Y’s walls. Our 99 year history in this community and growing demand for community-centered programming is why the Y is responding to the City’s request for proposal for sublease, management, and operation of the Burbank Center Stage. This further strengthens the Y’s strategic plan to be seen as a 21st century community center for all; it aligns with our mission of body, mind, and spirit and fits in with the Y’s broader mission as part of our strategy to create a new Y model. This opportunity also allows the Y to maximize our community impact and programming in partnership with the City of Burbank.

The Y’s operational and programming expertise will be complimented by a partnership with Conundrum Theatre Company (henceforth referred to as “Conundrum”), a Burbank-based nonprofit community theater, as the resident artist/anchor tenant to provide a significant percentage of accessible, inclusive, and affordable arts programming and arts educational programs to activate the Burbank Center Stage as a buzzing cultural arts hub. Both the Y and Conundrum draw upon their existing and anticipated partnerships with other organizations to create a year-round center for community events beyond theatrical programming, such as film, visual arts, community and social events, special speakers, and diversity, equity, and inclusion run by local community groups and nonprofits. The Y and Conundrum

¹ <https://communityrecremag.com/the-burbank-community-ymca-a-safe-space/>

² See Section 9.3.2.3 Local Businesses and Appendix H: Letters from Partners

³ See Section 10.6 Reasons to Invest in Theatre

have strong reputations for being inclusive and collaborative not only with artists and volunteers, but with local businesses and other arts organizations. Our reputations attract many volunteers and audience members who share a vision for community-based arts programming. Most importantly, by pairing an established community organization with an established community arts organization, this proposal expands the effectiveness and impact of each group, in a way no theater group or pure community group could do alone.

The greater Los Angeles area is challenged when it comes to finding a venue that can support arts and audiences in a sustainable way. As a result of the Equity 99-seat waiver program, the vast majority of theaters in Los Angeles are under 99 seats, making it difficult to bring in large audiences. In addition, most of these spaces are unable to book for long runs, furthering the challenges to breaking even and meeting audience demands. Larger spaces are even more restricted as they are dedicated to major Broadway tours/productions (Pantages, Ahmanson) or are home to their own production companies and not open to outside groups (Antaeus Theatre Company, Pasadena Playhouse, A Noise Within). Further, most of the venues are for-profit and therefore look for the highest spender rather than focusing on creating community-driven programming. This dearth of affordable venues leaves arts and community groups with very few options when booking a show. Booking a show in a small (and often expensive) space means a reduced ability to serve enough interested community members due to short runs and low seat count. Booking a large and incredibly expensive venue means requiring incredibly high ticket prices just to break even, which prices out key segments of the local community. As a result, quality, affordable programming is almost impossible to find in Los Angeles, and theaters across the valley are closing.

The Y's proposal presents a sustainable way to support the arts by boldly shifting away from a flat-rate rental model and instead allows for flexibility through revenue sharing, expanding opportunities for meaningful participation in our community. Los Angeles is full of arts nonprofit organizations putting on a variety of programming that need a home in which to perform. As these other arts organizations share a percentage of their revenue with the Y, the Y in turn will share a percentage of our revenue with the City of Burbank in a fiscally responsible model. This increased accessibility allows for diverse programming to be available to all, benefiting the arts organizations and community groups as well as the communities they serve.

Through consistent educational, cultural, social, and recreational programming provided by the Y, Conundrum, and many other partner arts organizations, the Burbank Center Stage will be alive with community and opportunities, including but not limited to workshops, internships, summer camps, movie nights, piano bar nights, plays, theater productions, improv and stand up comedy nights, and special events.

Art and cultural or community groups largely exist not for profit but for community benefit, creating a home for all people of all backgrounds. Through this proposal, we show how we plan to build a true community hub for arts and education in the heart of Burbank.

4. Qualifications – Identification

The Y and Conundrum are partnering on this proposal and therefore Section 4.1 will discuss the Y's qualifications and Section 4.2 will discuss Conundrum's qualifications.

4.1 Burbank Community YMCA Qualifications

4.1.1 Legal Information

The Y is a 501(c)(3) nonprofit organization. The legal name is Young Men's Christian Association of Burbank, California ("Burbank Community YMCA"). The legal address is 321 E. Magnolia Blvd., Burbank, CA 91502. The Y was established in 1924 and has been in operation for ninety-nine years. The IRS-issued Employer Identification Number is 95-1664139. The Y is independently owned and operated by its local board of directors.

See Appendix A for proof of good standing with the California Secretary of State and Appendix B for tax exemption status.

4.1.2 Social Media Information

The official website is www.burbankymca.org and the following social media accounts with a combined following of 5,914 are listed below :

- Facebook:
 - www.facebook.com/BurbankCommunityYMCA
 - www.facebook.com/BurbankCommunityYMCAChildDevelopmentCenter
 - www.facebook.com/SocialImpactCenter
 - www.facebook.com/BurbankYMCATurkeyTrot
 - www.facebook.com/BurbankYMCAIgt
- Instagram:
 - www.instagram.com/BurbankYMCA
 - www.instagram.com/SocialImpactCenter
 - www.instagram.com/Burbank_YandG
- Twitter: www.twitter.com/BurbankYMCA_CA

4.1.3 Mission Statement

The Y's mission is to provide people of all ages lifelong opportunities to become stronger in spirit, mind and body.

4.1.4 Diversity, Equity, and Inclusion Statement

The Y is made up of diverse people of all ages and from every walk of life working side by side to strengthen communities. Together, we work to ensure that everyone has the opportunity to reach their full potential with dignity. Our core values are caring, honesty, respect and responsibility- they guide everything we do.

4.1.4.1 Social Impact Center (SIC)

In 2021, the Social Impact Center (SIC) opened Burbank's first and only LGBTQIA+ Resource Center designed for individuals of all ages with a focus primarily on middle school and high school youth. The SIC provides a safe space for youth to learn life skills, attend workshops, and improve their mental health in a variety of programming. It is a place that allows individuals of all ages a place to connect, build relationships, and make a change within the community. With partnerships already in place with the local school district, hospital, and library, this center is a new accomplishment that leads Burbank into a new, bold future.

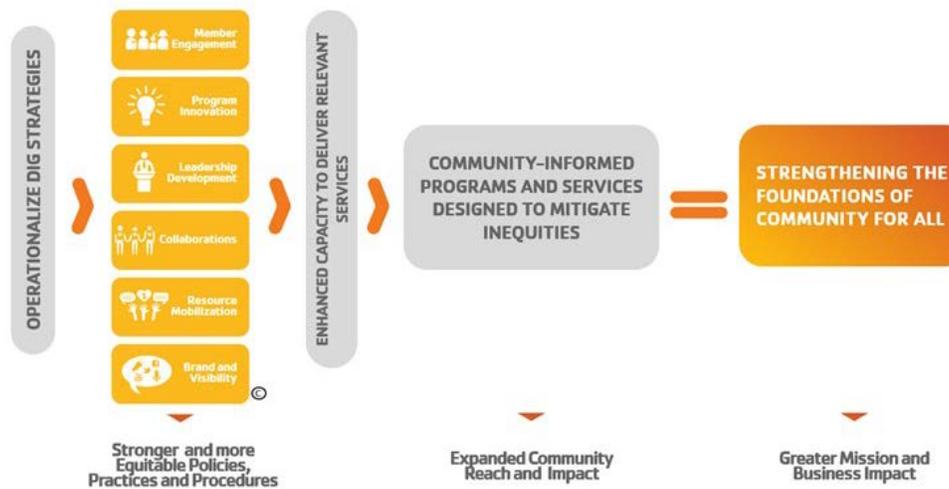
The Social Impact Center's mission is to help all individuals find their true colors while molding the next generation of change-makers. Our communities are strongest when everyone feels safe, valued, supported and able to reach their full potential with dignity and love.

4.1.4.2 YMCA's Operationalizing Diversity Inclusion Global (DIG) Strategies

The Y follows the YMCA of the USA recommendations for operationalizing diversity, inclusion, and global strategies which is based on the principle that infusing diversity, inclusion & global principles, practices and strategy will strengthen a Y and its ability to operate in and serve our increasingly diverse and changing communities. The Diversity Inclusion Global (DIG) Strategies are built upon understanding how to integrate systems-change and systems-thinking into local Ys strategic planning. Systems shape how organizations operate and how decisions are made; and systems are largely determined by written policies, or existing practices and procedures.

YMCAs that apply DIG principles to inform their systems are then able to better ensure their YMCAs relevance to the community, as well as its potential for long-term sustainability. Research and experience have shown that YMCAs fundamental systems fall into six primary areas of operational growth. Focusing on designing fair and inclusive policies, practices, and procedures in these six areas of opportunity results in social impact and change for the better. An organizational commitment to DIG and these strategies are foundational to furthering their equity and antiracism journeys.

Figure 1 The YMCA's Diversity Inclusion Global Strategies



4.1.5 Conflicts of Interest

The Y currently has three Board members who work as City employees: Kevin Gray, Bobola Akerson and Dawn Roth Lindell.

4.1.6 Previous Contracts with the City

There are no previous or current contracts between the Y and the City of Burbank.

4.2 Conundrum Theatre Company Qualifications

4.2.1 Legal Information

Conundrum is a 501(c)(3) nonprofit organization. The legal name is Conundrum Theatre Company, INC. Other names include “Conundrum Theatre Co,” “CTC,” and “Conundrum.” The legal address is 1928 N. Niagara St., Burbank, CA 91505. Conundrum was established in 2015 and has been in operation for eight years. The IRS-issued Employer Identification Number is 47-2424334.

See Appendix C for proof of good standing with the California Secretary of State and Appendix D for tax exemption status.

4.2.2 Social Media Information

The official website is www.conundrumtheatreco.com and the following social media accounts with a combined following of 2,500 are listed below:

- Instagram: <https://www.instagram.com/conundrumtheatreco/>
- Facebook: <https://www.facebook.com/conundrumtheatreco/>
- Twitter: <https://twitter.com/CTCburbank>
- TikTok: <https://www.tiktok.com/@conundrumtheatreco>

4.2.3 Mission and Vision Statements

Conundrum’s mission is to generate opportunities for experienced actors with traditional day jobs to create, produce, and perform in innovative, high-quality theatrical productions in Los Angeles County while building a collaborative, diverse community of writers and actors.

The artistic goals of Conundrum are to:

- Produce classic, lesser-known musicals and plays with contemporary staging to create an exciting and affordable experience for audience members
- Seek out, cultivate, and produce original musicals and plays from Southern California artists
- Offer educational workshops and classes in acting, singing, dancing, directing, and more

Conundrum’s vision is to create inclusive, affordable, and quality arts for the community by creating a central arts hub that is accessible for all participants involved, including audience members, educators, students, performers, and creators.

4.2.4 Diversity, Equity, and Inclusion (DEI) Statements

Conundrum's full DEI statement is below as well as publicly available on our website⁴.

4.2.4.1 Ensuring our organization reflects our community

We envision Conundrum as a theatre company where equity is apparent in every facet of our operations. From our casts and production teams to our Board of Directors, we seek to proactively recruit artists that as a collective look like the diverse community we serve.

4.2.4.2 Color-conscious and non-traditional casting

Our casting notices indicate when a character's race, ethnicity, sexual orientation, gender identity and/or other identity is relevant to the story, and we cast actors who share those identities. We actively cast against type and encourage actors to think outside the box in terms of their fit for roles where personal characteristics are irrelevant, particularly those that have been traditionally played by white cisgendered non-disabled performers.

4.2.4.3 Creating and maintaining safe spaces

We actively cultivate safe, inclusive environments in our productions and ensuring members of our community feel welcomed and affirmed is always our top priority.

4.2.4.4 Being accountable to our performers and patrons

We recognize that DEI efforts are never perfect and must constantly evolve. Input from diverse voices at all levels of our organization makes our art better and, more importantly, makes us better humans.

4.2.5 Conflicts of Interest

Conundrum has no conflicts of interest with the City of Burbank.

4.2.6 Previous Contracts with the City

There are no previous or current contracts between Conundrum and the City of Burbank.

⁴ <https://www.conundrumtheatreco.com/diversity-equity-inclusion>

5. Qualifications – Previous Operating Experience

The Y and Conundrum are partnering on this proposal and therefore Section 5.1 will discuss the Y's qualifications and Section 5.2 will discuss Conundrum's qualifications.

5.1 Burbank Community YMCA

5.1.1 Experience Working with Public Entities on a Rental Agreement Basis

The Y currently has a current revenue-sharing contract with Burbank Unified School District (BUSD) to operate an infant, toddler and preschool facility at the Horace Mann Child Development Center as defined in Section 5.2.1.3. In addition, the Y annually enters into a rental agreement contract with BUSD to operate our Learn, Grow, Thrive summer school/summer camp program at one of BUSD's elementary schools as defined in Section 5.2.1.4. The Y also annually rents Brace Canyon Park from the City of Burbank for their summer day camp programming as defined in Section 5.2.1.5. Also, the Y managed The Annex from Providence St. Joseph Medical Center, a small space that allowed additional group exercise and personal training opportunities for hospital patients as defined in Section 5.2.1.6.

5.1.2 Experience Operating and Managing Similar Facilities

The Y has experience successfully concurrently managing multiple educational and recreational facilities. Details outlining the locations, amenities, example annual programming, and operating plans can be found in the sections below. Like our proposal for the Burbank Center Stage, each of the facilities below utilizes the Y's expertise in operations, community partnerships, and diverse, sustainable programming for the community.

5.1.2.1 The Burbank Community YMCA

The Y is located at 321 E. Magnolia Blvd., Burbank, CA 91502. It has been owned and operated since 1924. See Appendix F for site plan, dimensions, size/capacity, and photographs of the facility.

5.1.2.1.1 Amenities

The amenities at the Y are outlined below.

- a. Numerous recreational activities for members of all ages
- b. Social Impact Center: the first LGBTQIA+ resource center in Burbank that provides social, cultural, and educational programming for youth and their families
- c. Aquatics center with two heated pools
- d. Indoor basketball gym
- e. Complimentary childcare
- f. Fitness equipment
- g. Complimentary space for community partners, including Kiwanis Literacy Club of Burbank, Kiwanis Club of Burbank, and Conundrum Theatre Company, and more
- h. Affordable rental space for local businesses, including Curative, Apple+, Disney+, and more
- i. A programming partnership with Showcase Basketball that uses a revenue sharing model with the Y to offer affordable basketball lessons to the community

5.1.2.1.2 Annual Schedule of Events

The Y operates Monday-Friday from 6am-9pm and Saturday from 8am-5pm. The Social Impact Center operates Monday-Friday from 3pm-6pm.

See Figures 2-4 for examples of our regular monthly and weekly programming. Swim lessons in Figure 4 encompass group swim lessons and private lessons for children ages six months to 14 years old. See the following sections for special events.

Figure 2 Social Impact Center Programming for January 2023

JANUARY 2023

Calendar and schedule subject to change without notice.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
CLOSED	3:00-4:00: P55 and Chill 4:00-5:00: <i>Healing Circle</i> 5:00-6:00: Café Hour	3:00-3:30: Snack and Chat 3:30-5:00: <i>LGBTQ+ Herstory</i> 5:00-6:00: Game Hour	CLOSED	3:00-4:00: Snack and Chat 4:00-6:00: <i>Movie Night</i>
9	10	11	12	13
3:00-4:00: Snack and Chat 4:00-5:00: <i>Trans Self Care</i> 5:00-6:00: Game Hour	3:00-4:00: P55 and Chill 4:00-5:00: <i>SIC Moves</i> 5:00-6:00: Café Hour	3:00-4:00: Snack and Chat 4:00-6:00: <i>KIWI'S CLOSET</i>	3:00-4:00: P55 and Chill 4:00-5:00: <i>Thread with Caution</i> 5:00-6:00: Café Hour	2:00-3:00: Snack and Chat 3:00-5:00: <i>Movie Night</i>
16	17	18	19	20
3:00-3:30: Snack and Chat 3:30-5:00: <i>Job Readiness</i> 5:00-6:00: Game Hour	3:00-4:00: P55 and Chill 4:00-5:00: <i>Reel Fans</i> 5:00-6:00: Café Hour	3:00-4:00: <i>The Village Family Service Workshop</i> 4:00-5:00: Snack and Chat 5:00-6:00: Game Hour	3:00-4:00: P55 and Chill 4:00-5:00: <i>Sew Cool</i> 5:00-6:00: Café Hour	3:00-4:00: Snack and Chat 4:00-6:00: <i>Movie Night</i>
23	24	25	26	27
3:00-4:00: P55 and Chill 4:00-5:00: <i>Dish It Out</i> 5:00-6:00: Café Hour	3:00-4:00: P55 and Chill 4:00-5:00: <i>Queer Nature: Environmental Justice Club</i> 5:00-6:00: Café Hour	3:00-4:00: P55 and Chill 4:00-5:00: <i>Mariposas Colectivas</i> 5:00-6:00: Café Hour	3:00-4:00: P55 and Chill 4:00-5:00: <i>Healing Circle</i> 5:00-6:00: Café Hour	3:00-4:00: Snack and Chat 4:00-6:00: <i>Movie Night</i>
30	31			
3:00-4:00: <i>Know Your LGBTQ+ Rights Workshop</i> 4:00-5:00: P55 and Chill 5:00-6:00: Café Hour	3:00-4:00: P55 and Chill 4:00-5:00: <i>The Burbank Library Presents: Bookmark Workshop</i>			

NEW THIS MONTH

The Village Family Services: They will be facilitating a workshop highlighting their services for LGBTQ+ individuals in the SFV.

Know Your LGBTQ+ Rights: Join us in learning about the different laws and regulations that protect LGBTQ+ community from discrimination and harassment

Bookmark Workshop: Create fun and funky bookmarks for your favorite book!

Dish It Out: A cooking class, we will be learning the basics of making a meal on a budget!

Reel Fans: A film club where we watch and discuss cinema.

Thread with Caution: This is an embroidery and weaving workshop.

SIC Moves: An LGBTQ+ athletics club!

Job Readiness: Learn how to create a resume, cover letter, and apply to jobs!

Trans Self Care: A self-care workshop design to empower trans individuals as we get vulnerable with ourselves and each other.

Movie Nights: Please note: Due to licensing, we are not allowed to publicly advertise the film scheduled to show. For movie titles, please contact us directly.

Healing Circle: Reflect and discuss about our week, the highs, and lows as a collective and gain healthy ways of healing

Queer Nature: Connecting queerness with the wilderness, the focus of this workshop is to find ways we can continue to support the planet, our community and our environments.

Kiwi's Closet: We will providing free clothing, hygiene kits, and canned goods for queer and trans folks in our community

Transgression: Inspired by bell hook's Teaching to Transgress novel, Transgression is an intersectional feminist club where we discuss gender, race, class, and everything in between.

Sew Cool: A sewing workshop teaching the basics and fundamentals of sewing

Mariposas Colectivas: An art collective centering black, indigenous, and people of color creativity through different art mediums as a form of community building.

Figure 3 Group Exercise Schedule for January 2023



Group Exercise Schedule - January 2023
Burbank Community YMCA

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sunrise Cycle 6:15-7:10am Jennelle	Meditation & Yoga 6:05-7:00am Jennelle	Interval Cycle 6:15-7:10am Jennelle	Cycling 7:00-7:55am JoDee	Sunrise Cycle 6:15-7:10am Jennelle	Cycling 8:30-9:25am Jen
Power Yoga 9:00-9:50am Dvian	Cycling 7:00-7:55am Jen	Vinyasa Yoga 8:30-9:25am Clara	30/30/30 8:15-9:45am Jen	Pilates 9:00-9:55am JoDee	Vinyasa Yoga 10:00-10:55am Clara
Motion Matrix 10:00-10:55am Jen	30/30/30 8:15-9:45am JoDee	Total Body Stretch 9:30-9:55am JoDee	Fusion Flow 10:00-10:55am Shawna	Motion Matrix 9:00-9:55am Bonnie	Total Body Fit 10:00-10:55am Sarah
Lunchtime Zumba 12:00-12:55pm Shawna	BalanceFit 10:00-10:55am Bobbi	Lite & Lively 10:00-10:55am JoDee	BalanceFit 10:00-10:55am Bobbi	Lite & Lively 10:00-10:55am Jen	Zumba 11:00-11:55am Sarah
Strength Circuit 5:30-6:00pm Sarah	Tai Chi 11:00-11:55am Bobbi	Strength Circuit 5:00-5:30pm Arielle	Tai Chi 11:00-11:55am Bobbi	Lunchtime Zumba 12:00-12:55pm Shawna	
Hatha Yoga 5:30-6:25pm Maria	Zumba Gold 12:00-12:55pm Liza	Run Club 6:00-7:00pm Silva	Zumba Gold 12:00-12:55pm Liza	Strength Circuit 5:00-5:30pm Silva	
HIIT & Cycle 7:00-7:55pm Elvia	*Teen Fit* 4:00-5:00pm Arielle	Total Body Fit 6:00-6:55pm Sarah	Pilates 5:00-5:55pm Tina	Burn HIIT 6:00-6:45pm Elvia	
Zumba 7:00-7:55pm Sarah	Pilates 5:00-5:55pm Tina	Zumba 7:00-8:00pm Sarah	Cardio Line Dance 6:00-6:55pm Tina	Zumba 7:00-8:00pm Sarah	
	Family Fitness 5:30-6:00pm Silva	Yoga Flow 7:00-7:55pm Clara	Family Yoga 5:30-6:25pm Maria		
	Cardio Line Dance 6:00-6:55pm Tina		HIIT & Cycle 7:00-7:55pm Elvia		
	Cycling 6:30-7:25pm Elvia				
	Total Body Fitness 7:00-8:00pm Sarah				

- outdoors(meet at the front desk)
- Ray Sence Room (1st Fl)
- Functional Fitness Room (2nd Fl)
- Circuit Room (2nd Fl)
- Club Room (3rd Fl)

Revised: 12/19/2022



To view our class descriptions or register for a class, scan the QR code

** Reservations Required
New/Change
 Virtual Available
▶ Sub

Figure 4 Lap and Training Pool Schedule for January-March 2023

 TRAINING POOL SCHEDULE FOR YOUTH DEVELOPMENT® FOR HEALTHY LIVING FOR SOCIAL RESPONSIBILITY Jan-March 2023							 LAP POOL SCHEDULE FOR YOUTH DEVELOPMENT® FOR HEALTHY LIVING FOR SOCIAL RESPONSIBILITY Jan-March 2023						
Schedule is subject to change							Schedule is subject to change						
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Water Therapy & Fitness Classes • Reservation Recommended	6:00- 10:45a Adult Open Swim	6:00- 7:45a Adult Open Swim	6:00-10:45a Adult Open Swim	6:00- 7:45a Adult Open Swim	6:00- 8:45a Adult Open Swim	8:00-8:45a Adult Open Swim	Lap Swimming • Reservation Required • 45 min time slot per session • 2 swimmers Per Lane	6:00-11:45a Lap Swim	6:00-9:45a Lap Swim	6:00-11:45a Lap Swim	6:00-9:45a Lap Swim	6:00-10:45a Lap Swim	8:00-8:45a Aquatic Finning Harriet
Swim Lessons Training Pool will be CLOSED from 3:00-7:00pm Monday-Thursday from 3:00-7:00pm & Saturdays from 9:00a-12:00p for Swim Lessons	11:00-11:45a Family Open Swim	8:00-8:45a Hot Potato!	11:00-11:45a Family Open Swim	8:00-8:45a Hot Potato!	9:00-9:45a Family Open Swim	9:00-12:00p Swim Lessons	Swim Lessons Lap Pool will be CLOSED Monday- Friday 3:00-7:00pm & Saturdays from 9:00am-12:00p for Swim Lessons ADA Aquatics pool lift is available. Pools are ADA accessible. Multiple activities are often scheduled in this pool at the same time.	3:00-6:00p Swim Lessons	10:00-10:45a Slow Flow H2O Allison	3:00-6:00p Swim Lessons	10:00-10:45a Slow Flow H2O Allison	6:00-9:45a Lap Swim	8:00-9:45a Lap Swim (Only 2 lanes)
Adult Water Volleyball • Reservation recommended • Ages 14 and up	7:00-7:45p Family Open Swim* <small>*Heat the pool reserved for swim lessons*</small>	10:00-10:45a Slow Flow H2O Allison	7:00-7:45p Family Open Swim* <small>*Heat the pool reserved for swim lessons*</small>	10:00-10:45a Slow Flow H2O Allison	10:00-10:45a Family Open Swim	12:30-2:30p Family Open Swim	Family Open Swim • Pool Equipment is not available • Adult must be with a child under the age of 8 at all times. One adult for every two children in with water. Swim Equipment cannot be used at this time. • US Coast Guard Approved lifejacket must be provided by parent when entering the pool for non swimmers	6:00-7:00p Swim Team	11:00-11:45a Cardio Deep Water Allison <small>(Heat End of Pool)</small>	6:00-7:00p Swim Team	11:00-11:45a Cardio Deep Water Allison <small>(Heat End of Pool)</small>	3:00-6:00p Swim Lessons	9:00-12:00p Swim Lessons
ADA Aquatics pool lift is available. Pools are ADA accessible. Multiple activities are often scheduled in this pool at the same time.		11:00-11:45a Adult Open Swim		11:00-11:45a Adult Open Swim			Jacuzzi Hours of Operation: Monday -Friday AM: 6:00-6:45am, 7:00-7:45am, 8:00-8:45am, 9:00-9:45am, 10:00-10:45am, 11:00-11:45am Fridays the Jacuzzi CLOSES at 10:45am Monday-Thursday PM: 4:00pm-5:45pm, 6:00-7:45pm CLOSED from 5:45-6:00pm Saturdays: 9:00am-2:30pm CLOSED from 12:15-12:30pm	7:15-8:00p Aqua Burn Boot Camp Gina	3:00-6:00p Swim Lessons	7:15-8:00p Aqua Burn Boot Camp Gina	6:00-7:00p Swim Team	7:00-7:45p Lap Swim	12:30-2:30p Family Open Swim
Family Open Swim • Adult must be with a child under the age of 8 at all times. One adult for every two children in with water. Pool Equipment is not available • US Coast Guard Approved lifejacket must be provided by parent when entering the pool for non swimmers		7:00-7:45p Family Open Swim		7:00-7:45p Family Open Swim			Jacuzzi Hours of Operation: Monday -Friday AM: 6:00-6:45am, 7:00-7:45am, 8:00-8:45am, 9:00-9:45am, 10:00-10:45am, 11:00-11:45am Fridays the Jacuzzi CLOSES at 10:45am Monday-Thursday PM: 4:00pm-5:45pm, 6:00-7:45pm CLOSED from 5:45-6:00pm Saturdays: 9:00am-2:30pm CLOSED from 12:15-12:30pm	6:00-7:00p Swim Team	7:00-7:45p Lap Swim	6:00-7:00p Swim Team	7:00-7:45p Lap Swim		
Adult Open Swim • Reservation Recommended • 45 min time slot per session							Reservations are NOT required. Please limit your time in the Jacuzzi at 10 min per usage for your health and safety!						

BURBANK COMMUNITY YMCA
 321 E. Magnolia Blvd., Burbank, CA 91502
 P 818 845 8551 W www.burbankymca.org

Rev: 12/14/2022

5.1.2.2.1 Community Circles - Monthly

Community Circles is presented by the Y, the Burbank Public Library, and the Burbank Human Relations Council. Members of the Burbank community meet monthly to learn, share and explore issues of justice, equity, diversity and inclusion. Each facilitated conversation presents an individual or societal story highlighting underrepresented voices and identities, followed by sharing of personal reflections and a supportive exploration of how individuals and the community can connect, embrace differences and make sure Burbank is welcoming.

5.1.2.2.2 Pancake Breakfast: May 7, 2022

Created by the Y Service Club, this annual event provides Y families a morning of delicious pancakes and other breakfast items. A community of families comes together to support the Y's programs.

5.1.2.2.3 Pride Prom: June 10, 2022

This was the first, and soon-to-be annual, event where middle school and high school youth could attend "prom" in a safe and inclusive setting. The Y transformed their basketball gymnasium into an evening to remember with lighting, music, and more.

5.1.2.2.3 Pride Panel: June 17, 2022

In partnership with the Burbank Public Library, LGBTQIA+ panelists from the Burbank community came together in the Y's Social Impact Center to talk about allyship and how our community can come together to better support those who need it most.

5.1.2.2.2.4 *Trunk o Treat: October 14, 2022*

An annual event where the Y's parking lot is transformed into a spooktacular Halloween event. Vendor booths, car decorating contests, family games, food, and more are offered to the Burbank community.

5.1.2.2.2.5 *Turkey Trot: November 26, 2022*

This is the Y's annual Thanksgiving 5K/10K walking or running event. With 2,000-3,000 Burbank Y members, local residents, and dedicated runners from the Los Angeles area, participants descend upon the streets of downtown Burbank to enjoy an event filled with fitness, family, friends and fun! Proceeds support the Y's Financial Assistance Program, a program that makes it possible for everyone, regardless of means, to enjoy Y programs and services.

5.1.2.2.2.6 *Ready to Wrap: December 9, 2022*

An annual event where the Burbank community donates and wraps over 200 holiday gifts together in an event setting filled with music and fun. All gifts are then donated to youth in the foster care system.

5.1.2.2.2.7 *Holiday Tree Lot: November-December*

The Y's Service Club sells holiday trees annually. The last two years have been hosted in the Y's main facility parking lot on the corner of 3rd and San Jose. Proceeds go to support the Y's programming.

5.1.2.2.2.8 *MLK Jr. Day of Giving: January*

The Y hosts an annual day of service as a way of giving back to our community. This January, we helped to clean up some of the nature trails at Stough Canyon Park. We also unveiled a special memorial bench on one of the trails for our beloved member, Nancy Proffitt.

5.1.2.1.3 Annual Attendance and Description of the Environment

See below for the annual attendance breakdown by year at the Y. Demographic information can be found in Section 5.1.5 Demographics and Appendix I: Burbank Demographics.

Table 1 The Y's Annual Attendance from 2019-2022

	2019	2020	2021	2022
Attendance	294,369	63,847	78,951	165,211

The Y is located in Downtown Burbank, right across from the Burbank Town Center and three minutes walking distance to the Burbank Center Stage as shown in Figure 5. See Table 2 below for the annual breakdown of membership from 2019-2022.

Figure 5 Map of Burbank Center Stage and the Burbank Community YMCA

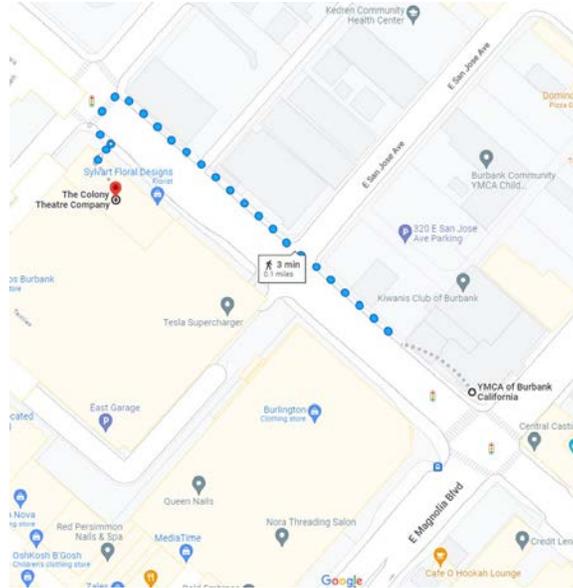


Table 2 Y Membership from 2019-2022

	2019	2020	2021	2022
Adults	1,141	672	470	545
Child				135
Family	5,187	3,205	2,293	2,411
Live Well Adult		50		
Live Well Senior		32		
Seniors	581	358	245	254
Students	272	151	111	72
Two Adult	34	66	14	
Youth	371	174	219	
Teen				119
Virtual Only		7	4	3
Rock Steady Boxing				31

5.1.2.1.4 Operating Plan

A brief overview of the Y's revenues and expenses can be found below in Table 3. For more detailed information, see Section 7.

Table 3 The Y's Revenue and Expenses from 2019-2022

	2022	2021	2020	2019
Gross Revenue	\$6,250,251.39	\$5,429,194.91	\$3,818,867.63	\$6,275,961.32
Total Expenses	\$6,701,225.36	\$5,340,386.72	\$4,220,327.99	\$6,435,272.00
Change in Net Assets	-\$199,564.71	\$88,808.19	-\$401,460.36	-\$159,310.68
EBITDA	\$151,116.10	\$450,989.79	-\$22,928.12	\$254,161.15

5.1.2.2 Burbank YMCA Child Development Center (CDC)

The Y's Child Development Center (CDC) is located at 322 E. San Jose Ave., Burbank, CA 91502. It has been owned and operated since 1986. See Appendix F for site plan, dimensions, size/capacity, and photographs of the facility.

5.1.2.2.1 Amenities

The Y provides early childhood education to children from six weeks through five years. We provide children with learning experiences using a play-based model of teaching with principles and practices that originate from the Reggio Emilia Method. The facility includes seven classrooms and a full-size commercial kitchen. The program is accredited by the National Association for the Education of Young Children. In addition, the Y provides after school care such as homework support, healthy snacks, arts and humanities, outdoor games, sports, science and special interest clubs such as theater, music, and cooking. There are also optional extra-curricular activities offered including basketball and swimming.

5.1.2.2.2 Annual Schedule of Events

The CDC is open Monday-Friday from 7am-6pm. Daily schedules vary but consist of indoor and outdoor play times, snack and lunch, enrichment activities, and more.

5.1.2.2.3 Annual Attendance and Description of the Environment

The CDC is located next to the main Y facility on San Jose Avenue. See Figures 6-8 below for the annual breakdown of membership from 2020-2022.

Figure 6 Monthly Enrollment for CDC Programs in 2020

YOUTH DEVELOPMENT		CHILD DEVELOPMENT CENTER		3/14/20 - YMCA closure due to pandemic. 6/1/20 - CDC opens for essential care workers.											
	2020	Pre-COVID capacity	Post-COVID capacity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
infant	24	12	20	20	18				5	6	8	8	7	11	7
toddlers	57	12	15	15	17				4	5	19	17	17	11	17
preschool	81	20	40	42	41				10	15	9	9	11	19	19
			75	77	76				19	26	36	34	35	41	43
School Age K-8	92	36	83	82	82							29	28	30	29
CDC TOTALS	173	80	158	159	158				19	26	65	62	65	71	72
Summer Camp	536	111							37	43	31				
Learn Grow Thrive	161	0							0						
Youth & Govt														12	

Figure 7 Monthly Enrollment for CDC Programs in 2021

YOUTH DEVELOPMENT

CHILD DEV CTR			Pre-COVID			Post-COVID			Jan-Mar capacity 12-12-20=44											
2021	capacity	capacity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
infant	24	10	6	6	6	6	6	7	6	7	8	7	7	7						
toddlers	57	12	17	18	18	10	12	12	12	12	11	12	11	12						
preschool		36	20	21	20	24	32	34	36	36	33	36	36	37						
	81	58	43	45	44	40	50	53	54	55	52	55	54	56						
School Age K-8	92	36	26	29	29	28	26			47	46	48	47	45						
CDC TOTALS	173	94	69	74	73	68	76	53	54	102	98	103	101	101						

	2019	2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Summer Camp	536	111					91	61	60	56				
Learn Grow Thrive	161	-					56	46	46					
Youth & Govt	11	17		14							5			8
Social Impact Ctr	-	-	opened June 14, 2021					6	23	24	41	61	81	100

CDC PRESCHOOL	capacity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
infant	24	7	8	9	9	9	9	8	10	11	10	10	10
toddlers	24	12	12	11	12	12	12	12	12	12	11	12	12
preschool	45	38	38	41	41	39	33	35	43	40	41	42	42
	93	57	58	61	62	60	54	55	65	63	62	64	64
2021	58	43	45	44	40	50	53	54	55	52	55	54	56

School Age K-8	capacity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	90	47	47	47	47	47			67	68	62	64	62
2021	36	26	29	29	28	26			47	46	48	47	45

Figure 8 Monthly Enrollment for CDC Programs in 2022

	2021		2022	
	undup	duplicated	undup	duplicated
Summer Camp				
Journey (TK & Kinder)	30	60	29	198
Voyager (K)	Journey/Voyager combined		35	216
Discovery (1-2 Gr)	43	78	56	324
Explorer (3-5 Gr)	21	40	56	301
	94	178	176	1,039

	2021	2022
Specialty Camps		
Learn, Grow, Thrive	46	54
Little Riddles (6-12 yrs)		15
Camp Kaleidoscope		17

5.1.2.2.4 Operating Plan

See Section 5.2.1.2.4 Operating Plan for the Y's general operating plan which includes the Child Development Center.

5.1.2.3 Horace Mann Child Development Center

The Horace Mann Child Development Center is located at 3401 Scott Rd., Burbank, CA 91504. The Y has operated this facility since July 2021. The current agreement is for five years and allows for a contract extension at the end of the term. See Appendix K for a copy of the agreement for use of the school facilities between BUSD and the Y.

The facility use agreement is for five rooms at \$2,310 per room, totaling \$11,550 per month. A custodial charge of \$10/hour x 11 hours/day x number of days/month is charged at approximately \$2,300 per month. See Appendix F for site plan, dimensions, size/capacity, and photographs of the facility.

5.1.2.3.1 Amenities

The Horace Mann Child Development Center provides early childhood education to children from 6 weeks through 5 years. We provide children with learning experiences using a play-based model of teaching with principles and practices that originate from the Reggio Emilia Method. Includes five classrooms, a multi-purpose room, and a kitchen.

5.1.2.3.2 Annual Schedule of Events

The Horace Mann Child Development Center is open Monday-Friday from 7am-6pm. Daily schedules vary but consist of indoor and outdoor play times, snack and lunch, enrichment activities such as gymnastics, toddler music and movement, and preschool fitness.

5.1.2.3.3 Annual Attendance and Description of the Environment

Horace Mann Child Development Center is located in Burbank near Brace Canyon Park. See Figures 9 and 10 below for the annual breakdown of membership from 2021 and 2022. 2019 and 2020 are not applicable because the Y began managing the facility in 2021.

Figure 9 Monthly Enrollment for Horace Mann Programs in 2021

HORACE MANN		starting July 1, 2021						
	capacity	Jul	Aug	Sep	Oct	Nov	Dec	
infant	14	6	0	0	1	4	4	
toddlers	24	12	12	8	8	9	9	
preschool	120	36	37	29	31	33	33	
	158	54	49	37	40	46	46	

Figure 10 Monthly Enrollment for Horace Mann Programs in 2022

HORACE MANN		capacity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
infant	14	6	7	8	8	8	11	11	11	11	13	14	12	10
toddlers	24	11	11	11	12	12	12	11	12	12	10	10	11	12
preschool	120	39	42	49	51	49	46	39	33	33	32	31	32	
	158	56	60	68	71	69	69	61	56	56	56	54	54	
2021	158								54	49	37	40	46	46

5.1.2.3.4 Operating Plan

See Section 5.2.1.2.4 Operating Plan for the Y’s general operating plan which includes the Horace Mann Child Development Center. The public agency of the facility during our operation/management is the BUSD, Peter Knapik, Director of Elementary Education, 1900 W. Olive Avenue, Burbank, CA 91506, 818-729-4482.

5.1.2.4 Emerson Elementary and Luther Middle School

Emerson Elementary is located at 720 E. Cypress Ave., Burbank, CA 91501. Our Learn, Grow, Thrive (LGT) program has been operated annually at Emerson Elementary for the past several years. It has previously been operated at both Miller and Edison Elementary for over ten years. In addition to Emerson in 2022, the Y and BUSD expanded to offer a second location at Luther Middle School, located at 3700 Jeffries Ave., Burbank, CA 91505. See Appendix F for site plan, dimensions, size/capacity, and photographs of the facility. See Appendix P for copies of the facility lease agreements.

The Y pays custodial fees as part of the use agreement.

5.1.2.4.1 Amenities

We manage six classrooms at Emerson Elementary and two classrooms at Luther Middle School. We also manage all bathrooms, staff/lounge areas, and playgrounds. The LGT program uses curriculum provided by Scholastic and BellXcel. The program is unique to Burbank and offered at no-cost to families who qualify.

5.1.2.4.2 Annual Schedule of Events

The LGT program at Emerson Elementary (and recently at Luther Middle School) runs for seven weeks in the summer from 7:30am-5:30pm. The program has been held at Emerson Elementary for the past several years but has previously been operated at both Miller and Edison Elementary. After two years of pandemic restrictions and school closures, scholars in the seven-week program were able to increase their literacy skills by 2.5 months and increase their math skills by 3.0 months. The program is more than literacy and mathematics lessons; it is building the confidence to help young scholars believe in their own ability to learn. When a child believes they are not capable of learning and hate school because of it, it is an enormous hurdle to overcome.

5.1.2.4.3 Annual Attendance and Description of the Environment

In partnership with the BUSD, the Y operates LGT, a summer learning camp designed to mitigate summer learning loss in a fun, creative way for children from low-income households who are behind in school. Emerson Elementary is located in Burbank. One hundred percent of the scholars in our 2022 LGT program reported that they had a “growth mindset.” Families were also incredibly happy with the program with 100% reporting that their child enjoyed the program and that they would recommend it.

See Table 4 below for the annual breakdown of membership from 2019-2022. Note that 2020 had zero attendance due to the COVID-19 pandemic.

Table 4 LGT's Annual Attendance from 2019-2022

	2019	2020	2021	2022
Attendance	161	0	46	54

5.1.2.4.4 Operating Plan

See Section 5.2.1.2.4 Operating Plan for the Y's general operating plan which includes LGT. The public agency of the facility during our operation/management is the BUSD, Peter Knapik, Director of Elementary Education, 1900 W. Olive Avenue, Burbank, CA 91506, 818-729-4482. See Appendix P for a copy of the land use agreement.

5.1.2.5 Brace Canyon Park

The Y offers the only fully accredited summer camp in Burbank, renting Brace Canyon Park. That means that not only do we offer amazing activities, adventures and learning experiences, but we all meet the most rigorous standards for organization, safety, health and program development. The park is located at 2901 Haven Way, Burbank, CA 91504. See Appendix L for a copy of the facility lease agreement.

The Y pays approximately \$7,500 annually as part of the use agreement.

5.1.2.5.1 Amenities

Amenities include a playground, basketball courts, ball fields, picnic tables, and restrooms.

5.1.2.5.2 Annual Schedule of Events

The Y has robust programming as part of their annual summer camp. Some highlights include bi-weekly trips to McCambridge Pool, weekly field trips, enrichment activities, teambuilding and more. The Y hosts an end-of-summer BBQ on the last day of camp for families to enjoy. See Figure 11 below for an example schedule of events.

Figure 11 Brace Canyon Park Schedule of Events



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Discovery Camp- July

*All field trips & times are subject to change

Weekly Theme	Monday	Tuesday	Wednesday	Thursday	Friday
Week 6 Wet & Wild Week \$240	1 McCambridge Pool <u>Things to Bring:</u> Swim Bag 11:00-3:00pm	2 Field Trip: Whale Watching Depart: 7:30am Arrival: 5:30pm	3 BBQ at Brace Canyon Park!	4 Camp Closed Independence Day	5 Field Trip: Hurricane Harbor Depart: 9:00am Arrival: 5:00pm
Week 7 Science Week \$260	8 McCambridge Pool <u>Things to Bring:</u> Swim Bag 11:00-3:00pm	9 Field Trip: Science Center Depart: 9:00am Arrival: 4:00pm	10 McCambridge Pool <u>Things to Bring:</u> Swim Bag 11:00-3:00pm	11 Field Trip: LA Environmental Ctr. Depart: 8:00am Arrival: 3:00pm	12 Brace Park Day
Week 8 Sports Week \$260	15 McCambridge Pool <u>Things to Bring:</u> Swim Bag 11:00-3:00pm	16 Brace Park Day	17 McCambridge Pool <u>Things to Bring:</u> Swim Bag 11:00-3:00pm	18 Field Trip: LA Sparks Depart: 9:00am Arrival: 4:00pm	19 Field Trip: CSUN Play Depart: 9:00am Arrival: 3:00pm
Week 9 Space Week \$260	22 McCambridge Pool <u>Things to Bring:</u> Swim Bag 11:00-3:00pm	23 Field Trip: Kidspace Depart: 8:30am Arrival: 4:00pm	24 McCambridge Pool <u>Things to Bring:</u> Swim Bag 11:00-3:00pm	25 Field Trip: Flight Path Museum Depart: 8:30am Arrival: 5:00pm	26 Brace Park Day

What to bring each day: Snacks, Lunch & Plenty of Water!

Swim Bag: Swim Suit, Sunscreen, Towel, Water Shoes or Sandals (All Labeled)

332 East San Jose Avenue, Burbank, CA 91502
(P) 818-562-5461

The Y: We're for youth development, healthy living and social responsibility.



5.1.2.5.3 Annual Attendance and Description of the Environment

The Y operates their successful, accredited summer camp at Brace Canyon Park in Burbank, CA. It is an outdoor environment that hosts numerous activities. The Y utilizes every possible space available at the park. Large areas of grass become sports fields and picnic tables become art stations.

See Table 5 below for the annual breakdown of enrollment from 2019-2022.

Table 5 Summer Camp Annual Attendance from 2019-2022

	2019	2020	2021	2022
Attendance	536	43	94	176

5.1.2.5.4 Operating Plan

See Section 5.2.1.2.4 Operating Plan for the Y's general operating plan which includes summer camps.

The public agency of the facility during our operation/management is the City of Burbank Parks and Recreation Department, 150 N. Third Street, Burbank, CA 91506, 818-238-5300. See Appendix P for a copy of the land use agreement.

5.1.2.6 The Annex at Providence St. Joseph Medical Center

Prior to the pandemic, the Y provided groups exercise, personal training, and health education classes at "The Annex", a space provided by Providence St. Joseph Medical Center. The Y staffed the facility and oversaw equipment purchases as needed. The Annex space was reconfigured by the hospital during the pandemic, but the Y and Providence continue to collaborate on Doc Talk educational workshops hosted at the main Y facility. See Appendix M for a copy of the facility lease agreement.

There were no fees to pay as part of the use agreement.

5.1.2.6.1 Amenities

The following services were provided by the Y at The Annex:

- Physical exercise classes for the general public with primary focus on the local community.
- Wellness activities, such as health education classes, which promotes and encourages improved physical health.
- Complimentary services provided at the Y.

5.1.2.6.2 Annual Schedule of Events

Classes were provided Monday-Friday with no less than three classes a week. Each class ran from 30 minutes to 1 hour with a maximum capacity of 25 people per class.

5.1.2.6.3 Annual Attendance and Description of the Environment

Annual attendance for this program is not available as members of The Annex were also members of the Y. The Annex was located at 3413 W. Pacific Ave., Burbank, CA 91505.

5.1.2.6.4 Operating Plan

See Section 5.2.1.2.4 Operating Plan for the Y's general operating plan which includes all membership revenue. The public agency of the facility during our operation/management is Providence St. Joseph Medical Center, attention Terry Walker, 501 S. Buena Vista St., Burbank, CA 91505. See Appendix P for a copy of the land use agreement.

5.1.3 Future Programming

The Y plans to expand program outreach in 2023 and the stage environment, along with a host of other smaller opportunities, will allow us to perform or learn at the Burbank Center Stage. Upcoming programming includes:

- Youth Institute summer camp for youth in the foster care system: started at the YMCA of Greater Long Beach, the program "uses technology as an integral mechanism for promoting positive youth development". As part of Burbank's Social Impact Center, the program consists of a week in an outdoor camping environment, and then two-three additional weeks of filmmaking

and graphic design. By working with our partners and Warner Bros. and Nickelodeon, it is our hope to get the program funded so youth can participate at no cost. **The completed film project would be screened at the Burbank Center Stage if the proposal is approved.**

- Goals of the program include:
 - Improve academic achievement and stimulate interest in post-secondary education among low-income, culturally-diverse, middle school and high school youth
 - Improve the technology, career, leadership and decision-making skills of these youth to promote readiness for post-secondary education or career entry after graduation
 - Promote bonding to pro-social adults and community attachment among youth to ensure that they remain engaged in their schools and communities
 - Develop social and emotional skills in youth through multiple group and individual learning experiences
- Reach and Rise: this program is a national, therapeutic mentoring program that matches adult volunteer mentors with young people. A key feature of the program is the inclusion of parents in the mentoring process, from matching their child to an appropriate mentor, to setting goals for the mentoring relationship. **The Burbank Center Stage programming will allow mentoring opportunities as part of this new program at the Y.** This program is already pre-funded thanks to grants received from Providence St. Joseph Medical Center.
 - Goals of the program include:
 - Offer over-stressed families a resource to help meet their children's needs
 - Provide youth with positive, growth-inducing relationships with adults through the mentoring process
 - Make a difference in a child's life
- Healthy Weight and Your Child: this program is an evidence-based lifestyle change intervention designed to address childhood obesity by empowering children and families through education, healthy eating and physical activity. The program is geared toward the whole family, engaging children and adults in nutrition education and physical activity to elicit positive change and to help families learn skills to live a healthier lifestyle long-term. **Burbank Center Stage would allow additional space for programming and workshops for the family and community.** This program is already partially funded thanks to a grant received from the Community Foundation of the Verdugos.
 - Goals of the program include:
 - Reduce a child's body mass index and waist circumference
 - Reduce sedentary behaviors
 - Increase physical activity
 - Improve self-esteem
- Welcoming Week: the Y has always wanted to participate in this national YMCA program but has never had the space and resources to do so; however, **managing and operating the Burbank Center Stage would allow for this social and cultural celebration to happen annually in Burbank.** Welcoming Week, happening around the second week of September each year, celebrates the movement of communities that fully embrace newcomer immigrants and their contributions to the social fabric of our country. Ys across the country plan in person events to help immigrant and U.S.-born neighbors connect and celebrate what unites us as a community. This is an annual opportunity for the Y, in partnership with the City departments and

local businesses, to provide a variety of performing and visual arts performances, restaurant/food experiences and more focused on social and cultural communities.

- Power Scholars Explorers–Expansion: Like Learn, Grow, Thrive, Power Scholars Explorers (PSE) is dedicated to helping children overcome the academic challenges brought on by the pandemic. This afterschool program utilizes a BellXcel curriculum and is offered during the school year from Monday through Friday from 2:45pm-6:00pm. Students participate in homework support, mindfulness training to support social emotional learning, and small group subject instruction. Since the pandemic hit all children in our community, PSE casts a wider net and will be available to any child and family needing academic support. In keeping with the LGT model, children from low-income families will participate in the program free of charge, while children from more affluent families will pay a fee to help cover the costs of the program. PSE launched its pilot classroom in September 2022 and is expected to serve 100 students by August 2023.

5.1.4 Demographics

The Y surveyed its members in 2015, providing important demographic information in relation to the Primary Market Area (PMA). The results of the survey are below in Tables 6-10 below. Additional information can be found in Appendix I: Burbank Demographics.

Table 6 Burbank Household Income

	PMA	Members
Under \$15,000	12.2%	5.6%
\$15,000-\$24,999	10.7%	7.0%
\$25,000-\$34,000	9.8%	6.6%
\$35,000-\$49,999	13.9%	12.1%
\$50,000-\$74,999	18.1%	22.0%
\$75,000-\$99,999	12.4%	18.7%
\$100,000-\$149,999	13.5%	16.1%
Over \$150,000	9.4%	11.9%
Median Household Income	\$56,911	\$71,250

Table 7 Burbank Head of Household Age

	PMA	Members
<25	3.0%	1.9%
25-34	16.2%	9.1%
35-44	21.0%	22.0%

45-54	22.4%	22.8%
55-64	16.7%	20.4%
65+	20.7%	23.9%

Table 8 Burbank Ethnicity

	PMA	Members
Caucasian	72.1%	73.6%
African American	2.4%	2.4%
Alaskan/Native American	0.4%	0.4%
Asian	11.1%	11.9%
Pacific Islander	0.1%	0.1%
Other	13.9%	11.7%
Hispanic	25.9%	21.0%

Table 9 Burbank Household Unit Status

	PMA	Members
Owner-Occupied	40.9%	54.8%

Table 10 Burbank Length of Residence

	Members
<1 Year	11.2%
1-5 Years	24.7%
5.1-10 Years	19.2%
>10 Years	45.0%

5.1.5 Operating Budget over the Last Three Years

A brief overview of the Y's revenues and expenses can be found below in Table 11. For more detailed information, see Section 7.

Table 11 The Y's Revenue and Expenses from 2019-2022

	2019	2020	2021	2022
Total Revenue	\$6,275,961.32	\$3,818,867.63	\$5,429,194.91	\$6,250,251.39
Total Expenses	\$6,435,272.00	\$4,220,327.99	\$5,340,386.72	\$6,701,225.36
Change in Net Assets	-\$159,310.68	-\$401,460.36	\$88,808.19	-\$199,564.71
Remove Depreciation	\$297,371.75	\$268,244.00	\$251,409.26	\$251,409.26
Remove Interest Expense	\$116,100.08	\$110,288.24	\$110,772.34	\$99,271.55
EBITDA	\$254,161.15	-\$22,928.12	\$450,989.79	\$151,116.10

5.2 Conundrum Theatre Company

5.2.1 Programming Background (2015-2022)

5.2.1.1 2015-2019

Conundrum is not a rental operator, but has produced a regular schedule of events since its founding in 2015. Conundrum began by partnering with local businesses to program small, staged readings of lesser-known shows in innovative, immersive locations, such as Lincoln Beer Company, The Stage Restaurant, and local wine bars. Over the years, Conundrum has produced cabarets, showcases, readings, original musicals, festivals, and full-scale productions at a number of venues in the greater Los Angeles area, with a specific focus in Burbank. Some highlights include a four-week run of *Funny Girl* as part of the Colony's 2016 season at the Burbank Center Stage and sold out performances of other shows including *Dogfight*, *Chess*, *Pajama Game*, and *Putting It Together*. Additional information is available at Conundrum's website.⁵

5.2.1.2 2020-2021

During the COVID-19 pandemic, Conundrum innovated by producing original, made-for-remote, fifteen-minute musicals that were written, recorded, and edited remotely by members of the Conundrum board and community members. They were then released on YouTube and all social media platforms. The first was *COVID Baking Competition*⁶ in April 2020 and *Quarantine Breakup*⁷ in December 2020. These helped keep the Conundrum momentum up during a time when live performances weren't possible as well as provided a much-needed creative outlet to theater lovers who were stuck in their homes. In January 2021, Conundrum produced a reading of an original musical on Zoom, *Yes! It's Rocket Science!*, written by a Conundrum board member. *Rocket Science* featured actors from across the country, including people who found us on TikTok or online during the pandemic and then became members of our community, and in some cases board members.

Conundrum was also the first Burbank-based company to do a live, safe performance in April 2021. This event, a Social Impact Drive-In Concert, was a collection of social justice themed songs that raised

⁵ <https://www.conundrumtheatreco.com/past-productions>

⁶ https://youtu.be/U_T_aKy-SBA

⁷ https://youtube.com/playlist?list=PLFJRdj4XOs-anbX9S3P_3Zxskcw-cLUH

over \$1,000 for the grand opening of the Y's Social Impact Center. Conundrum continued partnerships with local businesses, focusing on those most impacted by the COVID-19 pandemic. Sold out performances of *Into the Woods* at Lincoln Beer Company and a fully staged production of *Fun Home* at the Victory Theatre Center provided much needed audience and revenue for our partners at a critical time. In a time when all other theater companies were closing their doors, Conundrum grew. In a time when all other theater companies were conserving their resources, Conundrum gave to the community.

5.2.1.3 January-June of 2022

In the beginning half of 2022, Conundrum accomplished the following:

- **February:** Participated in the Burbank Cultural Arts Commission virtual artist showcase “Songs in the Key of Burbank” with many other local Burbank arts organizations.
- **April:** Produced “Wine & Cheesy Love Songs”, a cabaret in partnership with a local wine bar showcasing members of our community.
- **May:** Produced a “Weekend of One Acts” festival at the Two Roads Theater featuring twelve one act plays, selling out an entire weekend of shows in May 2022. Of the twelve plays, ten were original works submitted by local artists and two were published works. Each work was paired with a local director, some for whom this was their first directing opportunity. This festival brought in members of the community together who are interested in plays as well as musicals, many who have become active and key volunteers in the 2022-2023 season.
 - Multiple plays, actors, and directors received nominations in the 2022 Regional Los Angeles Broadway World Awards
 - Five plays were nominated for Best Play
 - Four plays/musicals were nominated for Best New Play or Musical
 - Five actors were nominated for Best Performer in a Play
 - Three directors were nominated for Best Direction of a Play
- **June:**
 - Andrew Lipka’s *The Wild Party* in concert at two separate venues, the Whitefire Theatre and the **Burbank Center Stage**. This musical was chosen due to the complex nature of both the story and the music, which is why it was performed as a concert piece. It included a six-piece live band and over twenty community members in the cast.
 - Multiple plays, actors, and directors received nominations in the 2022 Regional Los Angeles Broadway World Awards
 - Four actors were nominated for Best Performer in a Musical
 - Five actors were nominated for Best Supporting Performer in a Musical
 - Programmed a free series of Musical Mondays summer camp/workshops for at-risk youth in partnership with the Social Impact Center.
- **Year-Round:** All shows rehearsed locally in Burbank at the Y’s facilities and Social Impact Center.

5.2.2 2022-2023 Season

Conundrum’s inaugural 2022-2023 season began this past fall. Originally scheduled for 2020-2021, this season was pushed back due to the COVID-19 pandemic. The season includes a variety of shows with large and small casts, focused on themes of inclusivity.

Conundrum’s season includes:

- *Cabaret*, produced at the El Portal Theatre in North Hollywood in September, 2022 with a medium-sized cast and a five-piece live band. This show sold out a weekend of shows and kicked off our first season. *Cabaret* explores the dark and heady life of Bohemian Berlin as Germany slowly yields to the emerging Third Reich.
 - Multiple actors and directors received nominations in the 2022 Regional Los Angeles Broadway World Awards
 - Two actors were nominated for Best Performer in a Musical
 - Three actors were nominated for Best Supporting Performer in a Musical
 - The director was nominated for Best Direction of a Musical
 - The costume designer was nominated for Best Costume Design of a Play or Musical
 - The choreographer was nominated for Best Choreography of a Play or Musical
- *RENT*, produced at the Broadwater Main Stage in Hollywood in December, 2022 with a large, double cast in order to give more featured performing opportunities to the community, and including a five-piece live band. This show sold out two weekends of shows. *RENT* is a rock opera based on the opera *La Boheme* that highlights the LGBTQIA+ community and the struggles of the HIV/AIDS epidemic.
- *Seussical*, the designated community show for people ages 6-100 where the intention is to cast everyone who auditions, taking place at the **Burbank Center Stage** in March/April, 2023. This show will have a large cast of forty-plus people and a live band of at least six musicians. *Seussical* is a fantastical, magical show about beloved Dr. Seuss stories like “The Cat in the Hat” and “Horton Hears a Who”, in which the powers of friendship, loyalty, family and community are challenged and emerge triumphant.
- *Little Shop of Horrors* is being produced at the Victory Center Theatre in Burbank in May, 2023. This show, which features a score by the legendary team of Alan Menken and Howard Ashman (Disney’s *Beauty and the Beast*, *Aladdin* and *The Little Mermaid*) will have a smaller cast size and a live band to bring this beloved sci-fi work to Burbank audiences.

In addition to the four main shows of the season, Conundrum will be producing a cabaret in June 2023 and the second installment of the Little Riddles summer theater camp in July 2023.

5.2.3 Little Riddles Program

The Little Riddles Program for young Conundrum members was established in the summer of 2022 and kicked off with an inaugural summer musical theater camp in partnership with the Y’s Child Development Center.

Little Riddles chose *The Little Mermaid, Jr.* as a first show because of the diversity and inclusion possibilities in terms of casting and imagination. For example, a child of any age, race, or gender can be a sea creature. Seventeen children signed up for the camp, and Conundrum provided scholarships to those who couldn’t pay the full fee. *The Little Mermaid, Jr.* was nominated for Best Theatre for Young Audiences Production in the 2022 Regional Los Angeles Broadway World Awards. See pictures and testimonials from the camp in Appendix E.

The COVID-19 pandemic increased a need for mental health awareness, especially in childhood years. Conundrum saw children suffer in the past two years with depression, anxiety, and social distancing that has caused isolation. In addition, many local arts education programs are being cut from local

schools in Burbank and the surrounding Los Angeles area. Conundrum set a goal to teach youth the fundamentals of theatre (acting, stagecraft, dance, etc.), while helping improve their mental health by creating a summer theater camp as well as after school arts programming.

In the camp, children learned how to use their emotions when acting, addressing issues of depression. Anxiety was addressed with tools to deal with nerves when putting on a show. These experiences not only inspired the next generation of artists, but helped bridge the gap from their suffering during the heart of the pandemic to this new normal that we will see in society. By bringing children together, we helped address the community's need for mental health and wellness.

Thirty-five percent of children who participated in *The Little Mermaid, Jr.* returned for Conundrum's free youth audition workshop and *Seussical* auditions in January 2023.

5.2.4 Other Community Programs

Conundrum hosts a variety of other community programs and events free of charge to anyone who wants to participate.

5.2.4.1 Piano Nites

Conundrum's "Piano Nites" take place once a month in partnership with the Nitecap in Burbank. The goals of the program are to create a safe, inclusive space where people can try out new material with a live pianist, build community, and socialize with other musical theater lovers in the Burbank area. Attendance has steadily increased, causing the evenings to increase from two to three hours in order to accommodate the growing demand of people who want to perform.

5.2.4.2 Workshops

Conundrum began a series of workshops in 2023 that will take place quarterly. The first workshop, Audition 101, was a success with twelve children signed up for the youth portion of the workshop and twenty-seven adults signed up for the adult portion. The Audition 101 workshop included singing/vocal coaching, a dance call, and cold reads in an encouraging environment to help develop skills and provide a space where people could ask questions and learn about the audition process from qualified instructors.

A survey went out to Conundrum members in 2022 to gauge interest in the workshops generally as well as to collect suggestions for future workshops.

5.2.4.3 Committees

Conundrum has numerous committees as defined in Section 6.2.4 that include the community in key leadership roles and give them volunteer opportunities outside of acting in shows.

- **Theatrical Exploration Committee:** This committee researches plays and musicals that fit Conundrum's mission and present them to the Board of Directors as options for future season programming. In addition, this committee reads and evaluates new work submissions for original programming opportunities. Meetings are monthly or as needed.
- **Production Committee:** This committee is composed of board members, designers, and volunteers with key roles in the logistics of producing theatrical productions, such as costumes, set design, props, music, and management. Volunteers can join the committee on a year-long

or per show basis. Meetings are weekly during show production and monthly outside active programming.

- **Fundraising Committee:** This committee is responsible for brainstorming multiple revenue streams such as events, corporate sponsorships, individual donations, grants, and season ticket/membership models and making recommendations to the Board of Directors. Meetings are as needed.
- **Business Committee:** The business committee was largely responsible for reorganizing the board in 2020-2021. It also convenes as needed to work on strategic planning for the organization, such as five-year plans, mission, and vision statements.

5.2.4.4 Social Events

Conundrum hosts social events for the community such as holiday parties, karaoke nights, and volunteer appreciation events. These events provide a way to give back to our community for their hard work and dedication fulfilling Conundrum’s mission.

5.2.5 Future Programming and Operating Plan

Conundrum’s goals for next season are to expand musical programming to include more performances of each show, creating more performance opportunities for actors and more opportunities for audiences to come see the shows to meet our increasing demand as evidenced by fully sold out runs of each show. In addition, Conundrum plans to continue producing festivals, including plays into the regular season, workshoping new works submitted by the community, and expanding Piano Nites to be weekly instead of monthly. Finally, Conundrum intends to expand the Little Riddles program to include programming for children ages 0-5, 6-17, and young adults 18-24.

5.2.6 Annual Attendance (2019-2022)

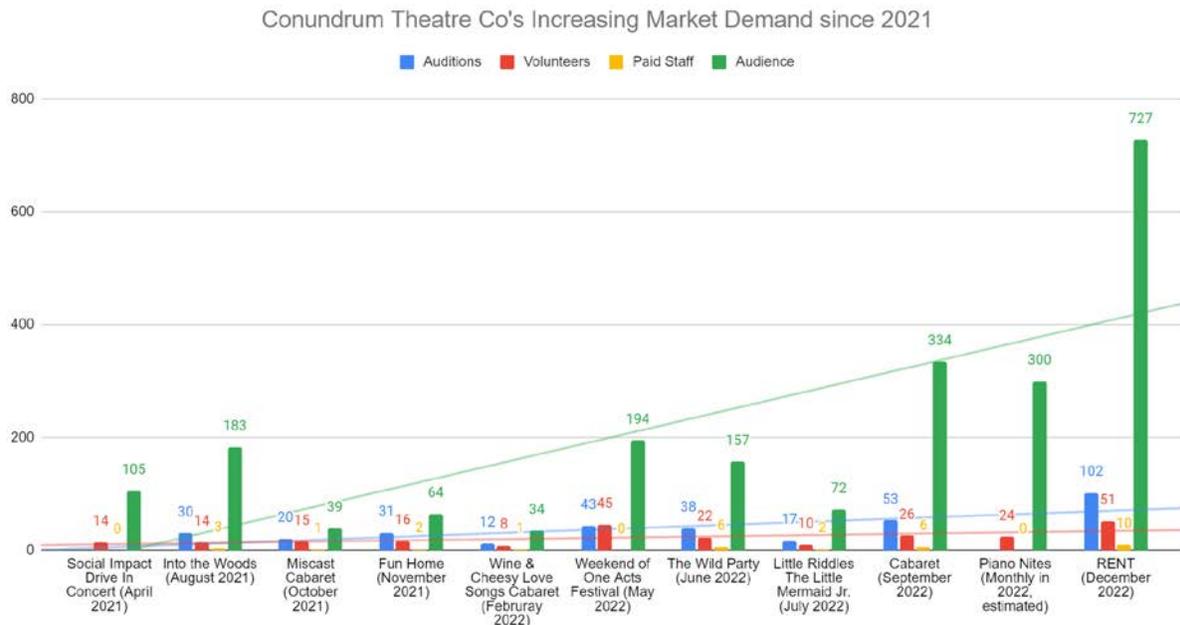
Attendance has steadily increased over the last three years, going from no attendance in 2020 (due to COVID) to the most recent production of *RENT* bringing a total of 727 audience members. In between, we’ve had cabaret shows with attendance under 50, special events like our Weekend of One Acts Festival (194 attendees) and *The Wild Party* in Concert (157 attendees) and full productions. Our attendance rate is astounding given the pandemic during most of the below period. See Table 12 below for a full breakdown of productions and attendance. The most growth has occurred in full scale productions over the last two years which can be seen in Figure 12.

Table 12 Conundrum's Audience Attendance from 2019-2022

Event/Show Name	Date	Venue	# of Performances	% Sold	Total Attendance
Dogfight	Jun '19	Lincoln Beer Company	1	95%	95
Putting It Together	Dec '19	Lincoln Beer Company	1	60%	60
Covid Baking Competition	Apr '20	YouTube	n/a	n/a	1.1k Views
Quarantine Breakup	Dec '20	YouTube	n/a	n/a	880 Views
Yes, It's Rocket Science!	Jan '21	Zoom	1	n/a	50

Social Impact Drive In	Apr '21	YMCA Parking Lot	2	90%	105
Into The Woods	Aug '21	Lincoln Beer Company	2	91%	183
Miscast Cabaret	Oct '21	LA Connection Comedy Theatre	1	78%	39
Fun Home	Nov '21	Victory Center Theatre	4	56%	180
Wine & Cheesy	Apr '22	Vintage Wine Bar	2	56%	34
Weekend of One Acts	May '22	Two Roads Theatre	4	96%	194
The Wild Party	Jun '22	Burbank Center Stage & Whitefire Theatre	2	55%	157
Little Riddles The Little Mermaid Jr.	Jul '22	Victory Center Theatre	1	90%	72
Cabaret	Sep '22	El Portal Theatre	4	100%	334
RENT	Dec '22	Broadwater in Hollywood	8	100%	727

Figure 12 Conundrum's Increasing Market Demand since 2021



5.2.7 Demographics

Conundrum's shows have primarily been in the Burbank area, with occasional branching out to North Hollywood and Hollywood due to the unaffordability and unavailability of theater rentals in Burbank. Given Conundrum's strong ties to Burbank, performing in the area is ideal for our artists and audiences. In fact, audiences for Conundrum's most recent production of RENT in Hollywood indicated on a post-show survey that they would like to see more Conundrum performances in Burbank.

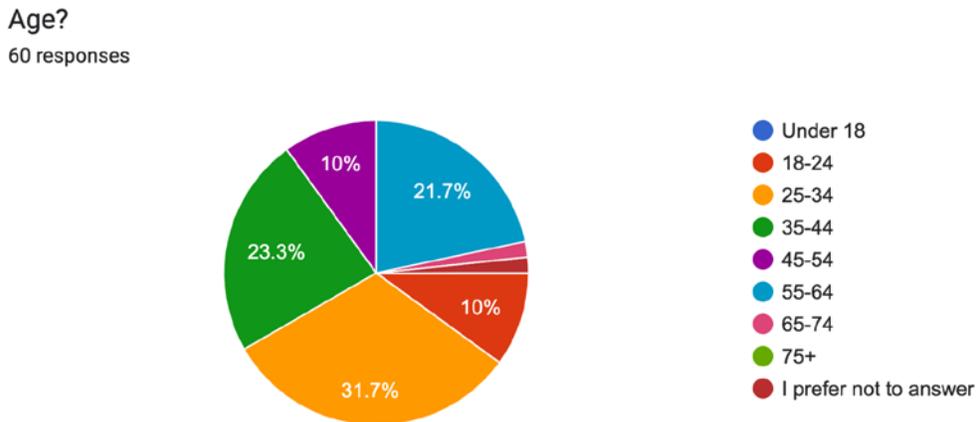
Conundrum is the fastest growing community theater organization in Burbank. We have worked with many other local theater venues, including the Burbank Center Stage, the Victory Theatre Center, and the Nitecap. There are many other small theaters in the immediate area, many of which have closed during the COVID-19 pandemic. See Section 10 for more information on the competitive environment.

Burbank’s 2021 demographics are shown below⁸:

- Population: 105,401
- Age and Sex
 - Persons 65 and over, percent: 15.6%
 - Persons 18-64, percent: 60.6%
 - Female persons, percent: 51.4%
- Race and Hispanic Origin
 - White alone, percent: 67.2%
 - Black or African American alone, percent: 3.1%
 - American Indian and Alaska Native Alone, percent: 0.7%
 - Asian alone, percent: 11.7%
 - Two or More Races, percent: 10.4%
 - Hispanic or Latino, percent: 23.8%

See Figures 13-15 for Conundrum’s demographic information taken from a survey of audience members at our most recent production of *RENT*.

Figure 13 Age Demographics of RENT Audience Members



⁸ U.S. Census Bureau QuickFacts: Burbank city, California. (n.d.). Census Bureau QuickFacts. <https://www.census.gov/quickfacts/fact/table/burbankcitycalifornia/PST045221>

Figure 14 Race & Ethnicity Demographics of RENT Audience Members

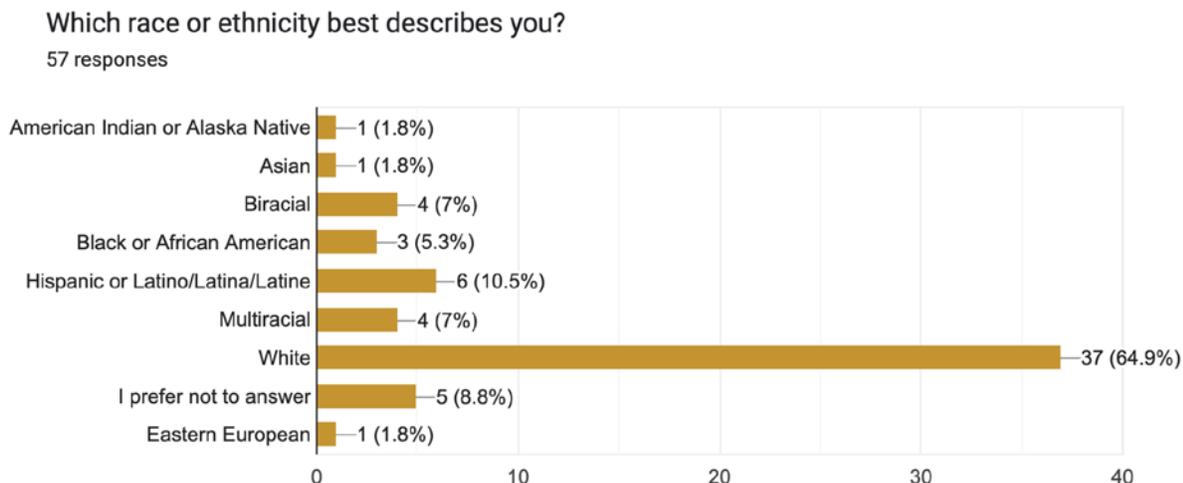
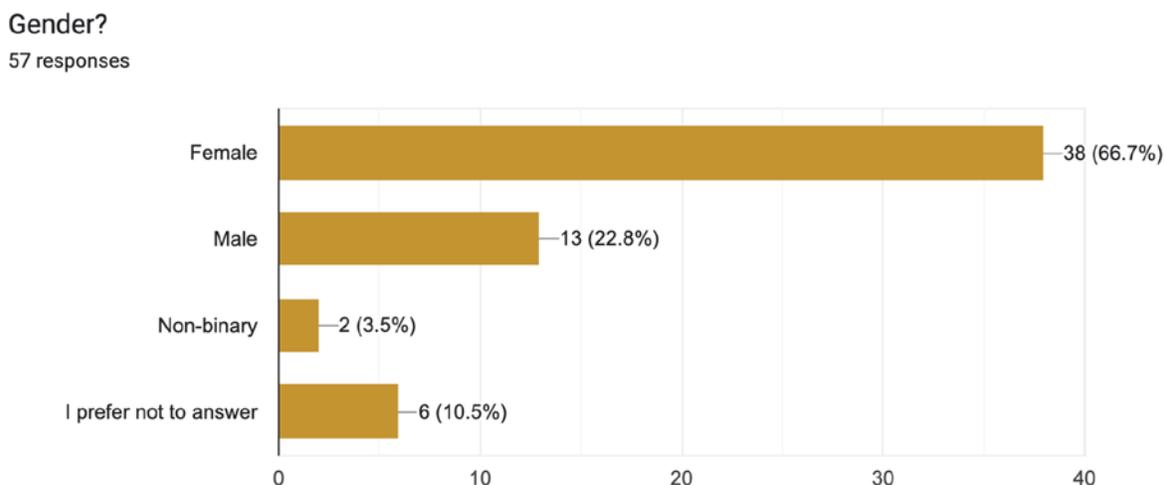


Figure 15 Gender Demographics of RENT Audience Members



Conundrum’s audience demographics are slightly more racially and ethnically diverse than those of Burbank overall. However, Conundrum’s mission centers on diversity and inclusion, so the goal is to continue drawing more diverse audiences to performances, events, and workshops.

See Section 9.4 for more information on Conundrum and the Y’s target visitor profile.

5.2.8 Operating Plan

A brief overview of Conundrum’s revenues and expenses can be found below in Table 13. For more detailed information, see Section 7.

Table 13 Conundrum's Revenue and Expenses from 2019-2022

	2019	2020	2021	2022
Gross Revenue	\$5,736.81	\$3,373.83	\$21,393.69	\$78,803.36
Noncash Contributions	\$5,736.81	\$561.72	\$19,393.69	\$0
Total Assets	\$0	\$0	\$1,000	\$2,500.00
Program Expenses	\$4,581.72	\$468	\$11,467.68	\$47,933.45
Total Expenses	\$4,581.72	\$468	\$11,467.68	\$61,659.04
Net Revenue	\$1,155.09	\$2,905.83	\$9,926.01	\$17,144.32

6. Qualifications – Governance Information and Key Leadership

The Y and Conundrum are partnering on this proposal and therefore Section 6.1 will discuss the Y's qualifications and Section 6.2 will discuss Conundrum's qualifications.

6.1 Burbank Community YMCA

6.1.1 Highest Ranking Paid Employees

6.1.1.1 Mary Cutone

The Y's highest-ranking paid employee is Mary Cutone, the President/CEO. Her telephone number is 818-845-8551 ext. 225. Her email address is mary@burbankymca.org. She started in her current role in June 2016.

Mary Cutone graduated from the University of California at Los Angeles with a degree in Theatre and subsequently earned a Master of Arts in Education and a teaching Credential from Pepperdine University and a Master of Arts in Organizational Leadership from Woodbury University. Prior to joining the Y, Cutone's professional experience included serving as the Director of Family Ministry for the Burbank First United Methodist Church; as an elementary school teacher for the Pasadena Unified School District; and in marketing and sales for Weyerhaeuser Company. She began her YMCA career in 2009 as the Child Development Director.

6.1.1.2 Bryan Snodgrass

The second highest-ranking paid employee is Bryan Snodgrass, the Vice President/COO. His telephone number is 818-845-8551 ext. 348. His email address is bryans@burbankymca.org. He started in his current role in June 2016.

Bryan graduated from the University of Northern Colorado with a degree in Theatre Directing. He is the co-founder of Conundrum and currently serves as the Treasurer on their Board. He is also a member of

the Burbank Board of Library Trustees, serves on the City’s Domestic Violence Task Force as well as the Burbank Care Coordination team. He began his YMCA career in 2005.

6.1.2 Board Chair

The Proposer’s Board Chair is Sam Kim. His telephone number is 213-407-3429. His email address is sambkim7@gmail.com. He started in his current role as Chief Volunteer Officer in January 2022. He is the Senior Pastor at Burbank First United Methodist Church.

6.1.3 Board Members

See Table 14 below for a list of the Y’s Board members, pronouns, description of expertise, and retirement status.

Table 14 Y Board Members

Name	Pronouns	Description of Expertise	Retired
Bobola Akerson	She/Her	Burbank Water and Power	No
Eddie Arnold	He/Him	DLP Consulting Group	No
Taylor Bercini	He/Him	Burbank Chamber of Commerce	No
Chris Bright	She/They	The Trevor Project	No
Joseph Castano	He/Him	Instasure Insurance Services	No
Ezra Evangelista	He/Him	Hathaway-Sycamores Child & Family Services	No
Kevin Gray	He/Him	City of Burbank, Information Technology	No
Romik Hacobian	He/Him	Media City Design and Consulting	No
Sam Kim	He/Him	Board Chair, Burbank First United Methodist Church	No
Oscar Macias	He/Him	Glendale Unified School District	No
Pamela Marcello	She/Her	Hollywood Burbank Airport	No
Maggie McEldowney	She/Her	Warner Bros.	No
Steven Mora	He/Him	Metropolitan Culinary Services	No
Kelly Peña	She/Her	Brand, Strategy & Consumer Insights Consultant	No
Praveen Rajasekhar	He/Him	Bank of America	No
Roberta Reynolds	She/Her	Hollywood Presbyterian Medical Center	No
Dawn Roth Lindell	She/Her	City of Burbank, BWP	No

Ron Rothacher	He/Him	Easy Turf, Inc.	Yes
Steve Saucedo	He/Him	Hollywood Burbank Airport Police Department	No
Malissa Strong	She/Her	ESPN	No
Terry Walker	He/Him	Providence Saint Joseph Medical Center	No
Chris Weber	He/Him	UCLA Anderson School of Management	No
Kimberlina Whettam	She/Her	Kimberlina Whettam & Associates	No

6.1.4 Board Committees

See Table 15 below for a list of the Y's Board committees.

Table 15 Y Board Committees

Committee Name	Committee Members
Facility Project	Joe Castano, Steve Mora, Kimberlina Whettam, Sam Kim, Eddie Arnold, Alice Anderson, Paul Custer, Ed Crouch, Mary Cutone
Finance	Kevin Gray, Joe Castano, Ezra Evangelista, Donna Martley, Neal Newman, Jonathan Taylor, Bryan Snodgrass, Mark Skeehan, Mary Cutone
Board Governance	Kelly Pena, Roberta Reynolds, Terry Walker, Mary Cutone, Doris Umemoto
Social Impact Center	Chris Weber, Ezra Evangelista, Kelly Pena, Bobola Akerson, Roberta Reynolds, Maggie McEldowney, Rob Rodriguez, Bryan Snodgrass, Mary Cutone, Ava Alexandar
Fund Development	Sam Kim, Joe Castano, Pamela Marcello, Steve Mora, Ava Alexandar, Mary Cutone
Financial Audit	Steve Mora, Joe Castano, Sam Kim, Mark Skeehan, Louis Hamel
Executive	Sam Kim, Joe Castano, Kevin Gray, Roberta Reynolds, Chris Weber, Mary Cutone

6.2 Conundrum Theatre Company

6.2.1 Highest Ranking Volunteers

6.2.1.1 Lisa Sedares

Conundrum's highest-ranking volunteer is Lisa Sedares, President/Resident Music Director. Her telephone number is 602-228-6158. Her email address is lisa@conundrumtheatreco.com. She started in her current role in January 2020.

Lisa Sedares is a full-time aerospace engineer and project leader at the Aerospace Corporation working with NASA's Jet Propulsion Laboratory. She has dual bachelor's of science degrees from Capitol Technology University in astronautical engineering and electrical engineering. She then went on to complete a masters in music (piano performance) from Towson University and a masters in science in space systems engineering from Johns Hopkins University. During the pandemic, she completed her MBA. At work, she is responsible for the verification and validation of requirements for the NASA-ISRO Synthetic Aperture Radar (NISAR) mission, scheduled to launch in 2024. In music, her background in classical and collaborative piano has led her through roles of increasing responsibility such as accompanist, choir director, and music director/composer. Lisa volunteers with Conundrum as their president and resident music director, as well as other organizations such as FIRST Robotics and the Smithsonian. In her free time, she is writing a musical about rocket science.

6.2.1.2 Jackie Brenneman

Conundrum's second highest-ranking volunteer is Jackie Brenneman, Vice President/Co-Founder. Her telephone number is 707-815-7936. Her email address is jackie@conundrumtheatreco.com. She started in her current role in January 2015.

Jackie Brenneman has built a career at the center of arts, communities and business. Jackie works as the Executive Vice President and General Counsel at the National Association of Theatre Owners, the largest trade body representing global movie theaters to governments and in Hollywood. In that role, Jackie spearheaded passage of the Shuttered Venue Operators Grant, which brought over \$16 billion in aid to live venues, movie theaters and museums during the COVID pandemic. Jackie is also President of the Cinema Foundation, a first of its kind all industry group dedicated to advancing the moviegoing experience. In that role, Jackie led the implementation of National Cinema Day, a \$3 movie day that brought over 8.1 customers to the movies in a single day, leading to identical promotions in over a dozen countries across the globe. In her roles, she has worked directly with Academy Award winning filmmakers, studio chairs, cinema technology companies, state and federal government officials, and movie theater owners of all sizes.

Jackie is also deeply invested in the local arts in Burbank. As co-founder of Conundrum Theater Company, Jackie ensured that the company would bring high-quality theater to Burbank, while offering local non-acting professionals the chance to participate in creative projects. As part of this mission, Jackie and the leadership team also worked to partner with local businesses including Lincoln Beer Company, The Nitecap, The Stage Restaurant, and the Y to bring performances to their spaces, benefitting both the business and the theater company.

Finally, Jackie is a proud member of the Burbank Cultural Arts Commission where she has led a series of mixers which bring artists and elected officials to local businesses to find new ways to partner and grow together. Jackie believes that arts are central to prosperous communities and that the best use of Burbank Center Stage is a model that blends arts, education and community events to create a cultural hub for Burbank creators and audiences.

6.2.2 Board Chair

Conundrum's current board chair is Lisa Sedares. She started in her current role as Board Chair in January 2020. Her background is described above in Section 6.2.1.1.

6.2.3 Board Members

See Table 16 below for a list of Conundrum’s Board members, pronouns, description of expertise, and retirement status.

Table 16 Conundrum Board Members

Name	Pronouns	Description of Expertise	Retired
Lisa Sedares, President	She/Her	The Aerospace Corporation, Civil Space	No
Jackie Brenneman, Vice President	She/Her	National Association of Theatre Owners, General Counsel and Executive Vice President	No
Nicole Yates, Secretary and DEI Chair	She/Her	Keen Independent Research, Arts Consultant	No
Bryan Snodgrass, Treasurer	He/Him	Burbank Community YMCA, VP/COO	No
Jess Jani, Marketing	She/Her	AV Squad, Producer	No
Mike Bowers, Production	He/Him	Picture Shop, Client Services Manager	No
Jordan Kaiser, Membership	She/Her	Sony Pictures Entertainment, Global Publicist	No
Kate Clarke, Education	She/Her	Voice Over Actor and Arts Educator	No

6.2.4 Board Committees

See Table 17 below for a list of Conundrum’s Board committees.

Table 17 Conundrum Board Committees

Committee Name	Committee Members
Theatrical Exploration Committee	Adrian Genesisus Barron, Bianca R. Turner, Bryan Snodgrass, Jackie Brenneman, Kylie Buckles Hall, Mike Bowers, Matthew Namik
Production Committee	Angelique Fustukjian, Felicia Cantu, Jordan Kaiser, Katie Iannitello, Lisa Sedares, Nia Heinrich, Ryver Townsend, Whitney Vigil
Executive Committee	Lisa Sedares, Jackie Brenneman, Bryan Snodgrass, Nikki Yates
Fundraising Committee	Bryan Snodgrass, Jean Chadwick, Lisa Sedares, Rebecca Kelly-Garcia, Whitney Vigil
Business Committee	Lisa Sedares, Amanda Shields, Bryan Snodgrass, Jackie Brenneman

7. Qualifications – Financial Information

Please see hardcopy provided in the envelope marked “Confidential” for financial information about the Burbank Community YMCA and Conundrum Theatre Company.

8. Financial Statement and Proposed Financial Terms

Please see hardcopy provided in the envelope marked "Confidential" for financial statement and proposed financial terms.

9. Proposed Business Plan

9.1 Summary Business Statement

The Y and Conundrum will revitalize the arts in Burbank, creating a vibrant, centralized place for Burbank locals to gather after work and a safe space for community members to create and experience a variety of educational, cultural, social, and recreational arts programming. Within five years, the Y will establish the facility as the arts center of Burbank where high-quality and accessible theatrical, dance, and musical performances, after-school educational programs, summer arts camps, visual arts galleries, adult and youth workshops, and nightlife regularly occur, supporting the local economy, surrounding businesses, and other community organizations based in Burbank. In addition, a subset of civic, cultural, and community events will be made free to the general public. Our proposal is measured in impact. Our goal is to measure opportunities for artists and Burbank residents to be active in their communities, drive local economy, drive tourism, and more, all in an effort to enrich the community.

Each space inside the facility will be maximally utilized to have concurrent opportunities for community involvement. Plans within the five years include:

- Converting the rehearsal space upstairs to a black box theater
- Transforming the lobby into a piano bar where the Burbank community can gather and socialize
- Offering rooms to local community groups for meetups and places for educators to teach lessons, such as piano, voice and acting
- Creating a rotating art gallery throughout the lobby featuring local artists

The 10-15 year vision is a fully-realized community arts center with continual programming, engagement from the Burbank community, and ongoing collaboration with other community arts organizations. Our vision is that the revenue-positive operation of the facility creates a sustainable model to bring other arts and theater organizations to produce in Burbank. Many theaters and arts spaces have been unable to get back on their feet post COVID-19 due to the rising production costs associated with creating art, as evidenced by the recent closures of many theaters in the NoHo Arts District, and the privatization of the Alex Theatre and loss of the Glendale Centre Theater. Notably, after going private the Alex Theatre seems to have shifted to private rentals with less than 5 nights of programming on average for each of the next six months⁹. Our long-term vision is to cultivate the skills of Burbank residents through educational programs and opportunities that may not otherwise be available to them.

9.2 Anticipated Calendar of Events

The Y and Conundrum will provide educational, cultural, recreational, and social programs to the Burbank community with additional programming through partnerships and rentals with community/civic organizations and private/commercial clients. Partnerships are discussed in Section 9.3, however the categories of events produced is listed below:

- **Events produced by Operator** include co-produced events between the Y and Conundrum that are open to the general public.

⁹ <https://alextheatre.org/events>

- **Events promoted by Operator, produced by Renter** include other companies renting our space for their productions/performances that are open to the general public which are included in our marketing plan, Section 9.11. See Section 9.6 for more details on rental rates and revenue sharing for renters.
- **Rentals to community/civic groups** include organizations holding events that are free of charge to the general public.
- **Rentals to private/commercial clients** include organizations holding events that are closed to the general public.

Tables 23 and 24 outline the proposed anticipated number of events and anticipated number of attendees at the Burbank Center Stage for five years, including descriptions of the events, which organizations would produce them, and in which location inside the venue they would be held. A more detailed overview of the anticipated events can be found below, both from the anchor tenant Conundrum and outside rentals in the mainstage, rehearsal/black box, and gallery/lobby spaces.

1. **Theatre:** Conundrum, the resident artist/anchor tenant, will provide an average of seven performances per year consisting of four musicals and three plays. One of these musicals will be a large, inclusive community show for children and adults of all ages. The Burbank Center Stage will also house Conundrum's annual One Acts Festival, cabarets/showcases, staged readings, piano nites, and youth/adult workshops. Additional theatrical productions by guest theatre companies will also be provided.
2. **Visual Arts:** The lobby areas will house a rotating visual arts gallery, featuring local artists as well as celebrating cultural celebrations, such as Black History Month, Pride Month, and more.
3. **Music:** Partnerships with local artist groups such as Musicians At Play and VocArte will bring concert-focused performances to the Burbank Center Stage. In addition, individual artists such as The Doubleclicks and other local Burbank artists and bands can perform on an ongoing basis in the main stage, rehearsal/black box, and lobby spaces.
4. **Dance:** Partnerships with dance education programs, local troupes, and professional groups will bring classes, workshops, and performances to the mainstage and rehearsal/black box on a regular basis.
5. **Film/Video:** Independent films will be shown in the rehearsal/black box theatre space with larger films and film festivals will be presented in the main stage. The addition of a bar in the lobby will showcase "Movie Musical Mondays." The Y's Social Impact Center would also showcase regular movie screenings as part of their ongoing diversity and inclusion programming.
6. **Improv/Comedy:** Partnerships with local improv troupes and comedians can provide programming that showcase emerging talent within the Burbank community.
7. **Bar:** The installation of a bar in the lobby will provide drink service for the programming of the facility. This includes 168 different events throughout the year (trivia nights, musical Mondays, singer showcases) that will hold approximately 50 people per event. Additional bar attendance is attributed to audience members' participation pre- and post-show at the bar.
8. **Education:** Educational programs for youth and adults include contributions from both Conundrum and other arts partners. Conundrum's Little Riddles summer theatre camps, in-school/after-school programming, workshops, and technical internships provide educational opportunities for children ages 0-17 and young adults ages 18-24. Other educational opportunities include partnerships with BUSD schools, vocational programs, and lessons/classes in voice, piano, and dance.

9. **DE&I and Cultural Events:** Monthly programming based on DE&I events such as Black History Month, Pride Month, Disability Awareness Month, Women's History Month, Asian American Pacific Island Month, and more will be scheduled through the the aforementioned theatrical, musical, visual arts, dance, educational, and film/tv programming.
10. **Miscellaneous:** When not being used for arts programming, the spaces at the Burbank Center Stage can be utilized for miscellaneous activities such as community meetups, discussions, social events, and special events that directly benefit the Burbank community. Partnerships include civic and community organizations such as the Burbank Cultural Arts Commission, Kiwanis, Rotary Club, and more.

Many of these program offerings address multiple goals in educational, cultural, social, and recreational programming. For example, Conundrum's Little Riddles summer theater camp and after school education programs address education as well as social and recreational opportunities for youth.

Table 18 Anticipated Number of Events at the Burbank Center Stage for Five Years

		Year 1				Year 2				Year 3				Year 4				Year 5			
		Main Stage	Rehearsal /Blackbox	Gallery /Lobby	Other	Main Stage	Rehearsal /Blackbox	Gallery /Lobby	Other	Main Stage	Rehearsal /Blackbox	Gallery /Lobby	Other	Main Stage	Rehearsal /Blackbox	Gallery /Lobby	Other	Main Stage	Rehearsal /Blackbox	Gallery /Lobby	Other
Events produced by Operator	Musicals		4				4				4				4				4		
	Plays		3				3				3				3				3		
	Cabarets/Showcases	2				3				4				5					6		
	Staged Readings		2				2				2				2				2		
	Festivals	1				1				1				1				1			
	Little Riddles: Summer Camp	1				2				3				3				3			
	Little Riddles: After School		2				2				3				4				5		
	Workshops		4				6				8				10				12		
	Private Lessons				52				104				156				208				260
	DE&I Events (Art Gallery, Movie Nights, etc.)	12	12	12		12	12	12		12	12	12		12	12	12		12	12	12	
Bar			168				168				168				168				168		
Events promoted by Operator, produced by renter	10	12			10	18			10	24			10	24			10	24			
Rentals to community/civic groups	4	4	12		4	4	12		4	4	12		4	4	12		4	4	12		
Rentals to private/commercial clients		3				4				5				6				7			
Total Events	33	43	192	52	36	51	192	104	39	60	192	156	41	63	192	208	43	66	192	260	
Total Events Across All Spaces		320				383				447				504				561			

Table 19 Anticipated Number of Attendees at the Burbank Center Stage for Five Years

		Year 1				Year 2				Year 3				Year 4				Year 5			
		Main stage	Rehearsal /Blackbox	Gallery /Lobby	Other	Main stage	Rehearsal /Blackbox	Gallery /Lobby	Other	Main stage	Rehearsal /Blackbox	Gallery /Lobby	Other	Main stage	Rehearsal /Blackbox	Gallery /Lobby	Other	Main stage	Rehearsal /Blackbox	Gallery /Lobby	Other
Events produced by Operator	Musicals	5,088				5,088				5,088				5,088				5,088			
	Plays		360				360				360				360				360		
	Cabarets/Showcases	424				636				848				1,060				1,272			
	Staged Readings		80				80				80				80				80		
	Festivals	212				212				212				212				212			
	Little Riddles: Summer Camp	25				50				75				75				75			
	Little Riddles: After School		250				375				625				750				875		
	Workshops		160				240				320				400				480		
	Private Lessons				52				104				156				208				260
DE&I Events (Art Gallery, Movie Nights, etc.)	2,544	480	600		2,544	480	600		2,544	480	600		2,544	480	600		2,544	480	600		
Bar			13,000				13,000				13,000				13,000				13,000		
Events promoted by Operator, produced by renter	2,120	480			2,120	720			2,120	960			2,120	960			2,120	960			
Rentals to community/civic groups	848	160	600		848	160	600		848	160	600		848	160	600		848	160	600		
Rentals to private/commercial clients	3				4				5				6				7				
Total Events	11,264	1,970	14,200	52	11,502	2,415	14,200	104	11,740	2,985	14,200	156	11,953	3,190	14,200	208	12,166	3,395	14,200	260	
Total Events Across All Spaces	27,486				28,221				29,081				29,551				30,021				

Note: Attendance numbers based on 212 for the Main Stage, 40 for the Rehearsal/Blackbox, and 50 for the Gallery/Lobby

9.3 Description of Anticipated Local Partnerships

9.3.1 Existing Partnerships

See Section 10.3 for a complete list of existing partnerships.

9.3.2 Anticipated Partnerships

In addition to existing partnerships, the Y and Conundrum have identified a number of potential partnerships with other arts organizations, individual artists, and local businesses. A brief description of each partner is found below. Letters of support can be found in Appendix H.

9.3.2.1 Arts Organizations

9.3.2.1.1 Musicians at Play

Musicians at Play is dedicated to providing access to music education and appreciation in order to engage, elevate, educate, and employ students through career pathway training and apprenticeships. Our potential partnership with them includes big band concerts and jazz programs on a monthly basis to engage the Burbank community. In addition, members of the AFM47 union support this proposal as the Burbank Center Stage provides a performance venue for musicians.

9.3.2.1.2 NCo Creations

NCo Creations is a nonprofit education and production corporation dedicated to spotlighting contemporary cultural issues through a combination of music, theatre, dance, and film. NCo provides opportunities for a diverse array of performance artists to confront their fears and channel their emotions into their work. After all, the human experience is ultimately what defines and connects us.

9.3.2.1.3 Terrible Adult Chamber Orchestra (TACO) Los Angeles

The Terrible Adult Chamber Orchestra - Los Angeles (TACO LA) is fiscally sponsored by the Social Good Fund (EIN TAX ID: 46-1323531). Their mission is to provide a casual and inclusive environment for all levels of musicianship. Their purpose is to create fun gatherings with low pressure, no judgments, and to build community through our love for music-making.

9.3.2.1.4 The Victory Theatre Center

The Victory Theatre Center's mission is to develop new plays, produce world premieres & significant revivals by American playwrights, and to foster the emergence of new talent. Their vision is to create community through theatre. They are an inclusive, multi-disciplinary venue that champions and challenges artists to move audiences with new works from new voices through dramaturgy and theatrical world premieres. These events serve as an intellectual and emotional touchstone of expression; a place where audiences can share in a deeper sense of humanity. There is possibility for partnership and collaboration on new works events like Conundrum's Weekend of One Acts festival, utilizing both the Burbank Center Stage space and the expertise of both theater organizations.

9.3.2.1.5 New Musicals Inc (NMI)

New Musicals Inc., hosts many programs which support new musicals in development. They develop several dozen musicals each year for producers and writers all around the country through table readings, workshops, concerts, and occasional productions. Their academic wing, the Academy for Musical Theatre, offers courses, both online and live in Los Angeles, for professional musical theatre writers. A partnership with the Burbank Community YMCA and Conundrum could be beneficial in bringing new works to the community.

9.3.2.1.6 Thespionest Theatre Company

Thespionest is a theatre company founded in 2016 with the goal of bringing Shakespeare to people who don't fit the traditional Shakespearean mold. They aim to facilitate discussion on social, political, and environmental issues through the medium of theatre.

9.3.2.1.7 L.A. Contemporary Dance Company/Stomping Ground LA

The L.A. Contemporary Dance Company (LACDC) is a community-minded, non-profit repertory company devoted to the creation and promotion of cutting edge contemporary dance by Los Angeles artists. Stomping Ground LA (SGLA) is a community arts center for people to gather and create. They believe everyone is creative and should have the opportunity to express themselves in the arts. SGLA provides a safe space for the development, creation, and sharing of artistic work by both professionals and the communities they serve. The point of contact for these two organizations is Kate Hutter Mason. A letter of support from Ms. Mason can be found in Appendix H.

9.3.2.1.8 The Nitecap

The Nitecap is an up-and-coming comedy club in the heart of Burbank that was recently featured in the LA Times article "The 60 Best Places to see Stand Up Comedy in L.A." Conundrum and the Nitecap have an existing partnership for monthly piano nites on the second Thursday of each month.

9.3.2.1.9 Art Time Presents

Art Time Presents is a home for artists across all art mediums who identify as women, non-binary, transgender, or gender-non-conforming for collaboration and community building. Art Time is a community where artists can share and create new work through different themes. They produce new musical theater, plays, films, sketches, improv, comics, music, visual art, and other mediums by underrepresented gender identities. Art Time Presents members have been in multiple Conundrum productions and the Burbank Center Stage could provide a place for them to perform.

9.3.2.1.10 Burbank Unified School District (BUSD)

The Y currently has a partnership to manage their Horace Mann Child Care Center as well as the Learn, Grow, Thrive program during the summer as defined in Section 10.3. By managing the Burbank Center Stage, the Y and Conundrum would offer internship opportunities for youth in BUSD's music and theatre programs. Many of these arts education programs have been eliminated across Burbank and Los Angeles schools, and the Y would be able to provide hands-on learning experiences.

9.3.2.1.11 Woodbury University

The Y's prior partnership with Woodbury University can be found in Section 10.3. The Burbank Center Stage space would allow the Y and Conundrum to offer internship opportunities for Woodbury students in several key departments: fashion design, graphic design, filmmaking, marketing, and more. It is the

goal to offer class credit or paid internship opportunities for these students so they can add to their resume prior to graduation, creating early opportunities in the fields they're studying.

9.3.2.1.12 PFLAG

PFLAG is the nation's first and largest organization to support LGBTQIA+ people. The Y's current partnership with PFLAG can be found in Section 10.3. The Burbank Center Stage would allow an increase in programming and support services such as workshops, film screenings, and talkbacks with people in our community, allowing this organization to expand locally and increase their network of support. The point of contact for PFLAG is Roberta Reynolds, local PFLAG founder and former BUSD School Board Member, rlq.reynolds@gmail.com.

9.3.2.1.13 Burbank Human Relations Council (BHRC)

The Y's current partnership with BHRC can be found in Section 10.3. The Burbank Center Stage would allow this partnership to grow by offering consistent space for BHRC to host workshops, theatrical performances, and larger discussion forums.

9.3.2.1.14 Y Service Club

The Y Service Club is a nonprofit organization that hosts community projects and volunteer opportunities in support of the YMCA. The Y Service Club would be able to use additional space at the Burbank Center Stage to provide theatrical fundraisers that they would like to do but currently don't have the space, as well as create volunteer opportunities for the community. The point of contact for the Y Service Club is Carolyn English, Board Chair, cenglish240@yahoo.com.

9.3.2.1.15 GALAS

The Gay And Lesbian Armenian Society is a nonprofit organization that seeks to serve and unite LGBTQ people of Armenian descent in Los Angeles and beyond. They support the Y and Conundrum's proposal for the Burbank Center Stage.

9.3.2.1.16 Somos Familia Valle (SFV)

Somos Familia Valle is a San Fernando Valley community-based organization created and led by local, low-income, first-generation college students who are lesbian, gay, bisexual, trans, queer or other sexual and gender minorities (LGBTQ+) people of color. SFV is dedicated to support, empower, train, and mobilize families and allies for racial, gender, environmental, and economic justice. They promote LGBTQ-affirming homes, safer schools, and healthier communities through our values: a commitment to being our authentic selves, community compassion and integration, family courage, bilingual health education, intersectionality, and cultural humility. SFV supports the Y and Conundrum's proposal for the Burbank Center Stage. The point of contact for the organization is Kevin Al Perez, (818)-669-2535, kevin@somosfamiliavalle.org.

9.3.2.1.17 VocArte

VocArte is a chamber vocal group based in Burbank led by Tom Pease. Mr. Pease supports the Y and Conundrum's proposal for the Burbank Center Stage.

9.3.2.1.18 A Star Is Born Parent & Me

A Star is Born brings Broadway music to young ears along with wonderful and educational games and lessons. Through music they teach rhythm, dance, colors, singing and more. They use instruments,

bubbles, scarves, parachutes, rhythm sticks, shakers and the occasional costume piece to create a magical world for budding Broadway stars.

9.3.2.1.19 14/48 Hollywood

14/48 Hollywood is “The World’s Quickest Theater Festival,” where 14 plays are written, cast, directed, rehearsed, scored, designed, and premiered in 48 hours. A partnership between 14/48 and the Burbank Center Stage would include providing the festival multiple locations in the same building where separate rehearsals can take place, culminating in a weekend of performances on the main stage. The points of contact for this organization are Benjamin McFadden and Jessica Martin.

9.3.2.1.20 Burbank Arts and Education Foundation

The mission of the Burbank Arts & Education Foundation is to engage and inspire the community to invest in meeting the diverse educational needs of every BUSD student. The organization was created on October 1, 2020, after the Burbank Educational Foundation and the Burbank Arts for All Foundation merged to create a singular, unified voice for Burbank students. The point of contact for this organization is Arthur St. Germain, (818) 621-3278, artstgermain@gmail.com.

9.3.2.1.21 The StageCrafts

The StageCrafts provides well-equipped, clean, and safe venue rentals for Los Angeles performing artists. The organization is run by Jenn and Gregory Crafts. Jenn is an actor, director, theatre educator, arts administrator, props designer, and critically acclaimed producer. She is a St. Olaf graduate. Curly Girl. Formerly of Stages Theatre Company in Hopkins, MN. Now Co-Founder and Artistic Director of Theatre Unleashed. Board Member of the Hollywood Fringe Festival. Gregory is an award-winning actor and producer, published playwright, and critically acclaimed lighting designer. He is an Emerson grad. Co-Founder & Managing Director of Theatre Unleashed. 2nd Vice President of the Theatre Producers of Southern California, Former Board Member of the Hollywood Fringe Festival. Their contact information is gregory.crafts@thestagecrafts.com.

9.3.2.2 Individual Artists/Community Members

9.3.2.2.1 Hon. Anthony J. Portantino

The State Senator Anthony J. Portantino for the California 25th District supports the Y and Conundrum’s proposal for the Burbank Center Stage. His letter of support can be found in Appendix H.

9.3.2.2.2 Roberta Grande Reynolds

Roberta Grande Reynolds is a former Burbank Council PTA President, former First District PTA Reflections Chairperson, former BUSD Board of Education Member, and current board of directors’ member at the Y who supports the Y and Conundrum’s proposal for the Burbank Center Stage.

9.3.2.2.3 Dan Gonda

Dan Gonda is a reed player in the Los Angeles area who has performed in multiple Conundrum shows since 2016 including *Funny Girl*, *The Wild Party*, and *Cabaret* and supports Conundrum and the Y’s proposal as it helps create more jobs for musicians in Burbank and the valley.

9.3.2.2.4 Jonny Perl

Jonny Perl is a pianist, music director, producer, and arts educator in the Los Angeles area who has performed at Conundrum's Piano Nites as well as music directed the recent production of *RENT*. He supports Conundrum and the Y's proposal as it brings more arts and education opportunities to Burbank and the surrounding area.

9.3.2.2.5 Bianca Turner

Bianca Turner is a singer, actor, and dancer in the Los Angeles and Boston area who has performed in Conundrum's *Into The Woods*, *The Wild Party*, and choreographed *Cabaret*. She supports Conundrum and the Y's proposal as it brings more inclusive performance opportunities to Burbank and the surrounding area.

9.3.2.2.6 Laser Malena-Webber

Laser Malena-Webber, stage name Laser the Boy and member of The Doubleclicks, is a local singer/songwriter. Laser wrote *Teaching a Robot to Love* which was produced through the Hollywood Fringe Festival. It won many local awards including the 2022 Los Angeles Broadway World awards and Hollywood Fringe Festival awards. In addition, Laser tours and performs locally at venues such as the Roguelike Tavern. Laser supports Conundrum's mission and the Y's proposal as it will bring more inclusive performance opportunities to Burbank.

9.3.2.2.7 Matthew Namik

Matthew Namik is a writer, director, artist, and community member involved in Conundrum Theatre Company who has participated in the Weekend of One Acts festival, *Cabaret*, *RENT*, and is assistant director for *Seussical*. He supports the Y and Conundrum's proposal due to consistent programming of accessible theatre and being home to community members yearning for a place to learn and grow.

9.3.2.2.8 Amy Storkel

Ms. Storkel is the Founder and Owner, Director, Producer, Editor of Sidestilt Films¹⁰. They have made many short films/documentaries. Their most recent documentary was a documentary about Pez and it hit top 10 on Netflix and 100% on Rotten Tomatoes. As a Burbank-based business owner and mother to two daughters involved in the arts, she supports the Y and Conundrum's proposal for the Burbank Center Stage.

9.3.2.2.9 Angelique Fustukjian

Angelique Fustukjian is a Burbank-based actor, writer, and producer. She has been involved in a number of Conundrum's productions, including the Weekend of One Acts Festival, *Cabaret*, *RENT*, and *Seussical*. She supports the Y and Conundrum's proposal as it brings in more opportunities to Burbank.

9.3.2.3 Local Business

9.3.2.3.1 Providence Saint Joseph Medical Center

The Y's current partnership with Providence is described in Section 10.3. The Burbank Center Stage would allow additional space for diversity and inclusion programming for the Social Impact Center and create a space for larger health workshops and discussions led by the hospital.

¹⁰ www.sidestilt.com

9.3.2.3.2 Burbank Public Library

The Y's current partnership with the Library can be found in Section 10.3. Burbank Center Stage would allow an additional space for the Library to show their regular film screenings and author talkbacks.

9.3.2.3.3 Lusanet Collective

Lusanet Collective is a creative hub and retail space in Downtown Burbank launched by Lusine Simonyan and Anet Abnous, two business owners with a vision of connecting founders and creators with opportunities to network, create, and promote their businesses through every stage of development and growth. As entrepreneurs themselves, Lusine and Anet have encountered the highs and lows of transforming their passions into professional pursuits and possess a variety of experiences gained by developing, launching, and expanding their own businesses. With those experiences in mind, Lusanet Collective aims to resolve the challenges faced by small and growing businesses. With the Y and Conundrum, the Lusanet Collective will be able to reach more members of the community and partner on shopping events and artist displays in the gallery/lobby area. Both of our organizations will gain access to new audiences and critical resources that can elevate our businesses and brands and enable us to discover new partnerships with investors, manufacturers, and developers.

9.3.2.3.4 Rotary Club of Burbank

The Rotary Club of Burbank Noon has been in existence since 1923. Since that time the club has had thousands of members representing many professions. Although the individual members have varied throughout their 99-year-old organization, the one thing they all have always had in common is their passion to give back to the community through service. They welcome members of all ages (18 yrs and beyond), professions, ethnicity, genders, etc. It is their diverse membership that truly makes them unique and their varied skills come together to help the Burbank Community and the club to thrive. The Rotary Club of Burbank supports the Y and Conundrum's proposal.

9.3.2.3.5 Finney's Crafthouse

Finney's Crafthouse is a family-owned American tavern built for good times. Their globally-inspired menu features more than 50 made-from-scratch favorites, from shareable appetizers, entree salads, and specialty tacos, to flatbread pizzas, hot wings, gourmet sandwiches and signature burgers. Their location in Downtown Burbank makes it a great choice for people wanting to get a good meal before or after a performance at the Burbank Center Stage.

9.3.2.3.6 Urban Press Winery

Located in the heart of downtown Burbank, when you step inside Urban Press you will feel like you have been transported to a bustling tasting room in Italy. From their beautiful dining room to our sun-soaked patio, a visit to Urban Press is guaranteed to be the perfect venue for any event. Whether it be a romantic date night or a fun girl's night out, they have a little something for everyone. Their location makes it a great choice for people wanting to get a good meal before or after a performance at the Burbank Center Stage.

9.3.2.3.7 Hilton Burbank

The Hilton Garden Inn in Burbank is only a half mile from the Burbank Town Center and Burbank Center Stage. Many of our Conundrum's productions, being community based, draw families of performers in from places such as Maryland, Arizona, Utah, Alabama, Kentucky, Oregon, Washington,

and more to show their support. Regular productions from the Y and Conundrum will bring in more tourism and more guests to the Hilton.

9.3.2.3.8 Los Angeles Valley College (LAVC) Rainbow Pride Center

The LAVC Rainbow Pride Center is a safe and all-inclusive space open to all students, faculty and staff regardless of their sex, gender identity and/or sexual orientation. The primary contact is Natalie Guerrero, Counselor/Coordinator, at (818) 947-2389 or pridecenter@lavc.edu.

9.3.2.3.9 FitHappensLA

FitHappensLA is a local personal training, coaching, and bootcamp organization that supports the Y and Conundrum's proposal. The primary contact is Brooke Purdy, owner and longtime Burbank resident, at (818) 370-7468.

9.3.2.3.10 MOCEAN

MOCEAN is an advertising agency based in Los Angeles and Burbank, CA. For over two decades, MOCEAN has been a leader in the world of entertainment marketing and beyond. From top-grossing Hollywood studios to traditional networks and emerging media, our clients include Disney, Marvel, Fox, Warner Bros. Netflix, FX, and CNN. Their staff of over 160 editors, producers, writers, animators, designers, directors and strategists has earned more than 150 major industry awards, including a PromaxBDA Award for Agency of the Year and multiple Grand CLIO's. No matter the scope of your vision or the size of your brand, we have the resources to keep your message moving. MOCEAN supports the Y and Conundrum's proposal for the Burbank Center Stage. The point of contact is Craig Murray, craig.murray@moceanla.com.

9.3.2.3.11 Burbank Chamber of Commerce

The Burbank Chamber of Commerce provides advocacy, resources, and connections to be the leading public policy advocate for business, promote economic growth, be a strategic partner in initiatives that enhance and preserve the quality of life in the Burbank community, and provide valued services to our members. The Chamber supports the Y and Conundrum's proposal for the Burbank Center Stage.

9.3.2.3.12 Over/Under Public House

Over/Under Public House is a local restaurant in Downtown Burbank that serves American fusion cuisine. Their vintage vibes and multiple screens allow for a great place to grab dinner and a drink before a show. They support the Y and Conundrum's proposal for the Burbank Center Stage due to the amount of business that Conundrum already brings in just from rehearsing at the Y.

9.3.2.3.13 Dunkin' Burbank

Dunkin' is America's favorite all-day, everyday stop for coffee, espresso, breakfast sandwiches and donuts. The world's leading baked goods and coffee chain, Dunkin' serves more than 3 million customers each day. With 50+ varieties of donuts and dozens of premium beverages, there is always something to satisfy your craving. Dunkin' is proud to serve Burbank, CA for all breakfast and snacking needs. They support the Y and Conundrum's proposal for the Burbank Center Stage.

9.4 Target Visitor Profile

Historically, theatergoers and participants in the arts more broadly have been largely white, older audiences with disposable income. Our programming focuses on changing the demographics of the typical arts patrons, targeting younger and more diverse audiences. Recent survey information from Conundrum's *RENT* (referenced in Section 5.2.7) shows that this is possible and effective, given that our audiences tend to be more diverse and younger than the general population of Burbank.

Following the trend of the greater Los Angeles area, Burbank is becoming more diverse in terms of race, ethnicity, gender, education level, and career, among other factors. Arts programming both creates and responds to diversity by broadening participation, with many local arts nonprofits telling diverse stories using intentional and inclusive casting. Conundrum and the Y will continue hosting programming consistent with our missions that emphasize diversity, equity, and inclusion as well as partnering with organizations that have similar values. We think about DEI broadly, so we ensure that our events remain accessible by offering affordable ticket prices, free parking, and accommodations for disabilities. In addition, our educational programming targeting youth as well as adults ensures that people of all ages can enjoy the arts.

9.5 Estimated Admission Price Levels for Programming

The Y and Conundrum's goal is to provide affordable art to the general public. Average admission prices would range from \$10-\$30 with discounts and season ticket packages available, making it affordable for the entire family. We will also strongly encourage external rental partners to make their ticket prices affordable for the local community through incentives in the rental agreements (i.e., better rates for those who meet our community programming standards). By keeping ticket prices affordable, it is assumed that audience members will spend more at local restaurants and businesses while they are in the Burbank area.

The Burbank Center Stage provides an opportunity for increased Burbank community partnerships. As part of the Y's corporate membership plan, discounted tickets would be offered as an additional incentive to join the Y. By offering discounts to the Burbank Center Stage as part of current Y partnerships, it would create additional participation in the space, additional local economy/revenue for local businesses, and further solidify a partnership between the Y, the City of Burbank, and local businesses. Corporate memberships are already in place for the following organizations:

1. BUSD Burbank Police
2. Burbank Firefighters
3. Providence St. Joseph
4. Local clergy
5. The Walt Disney Company
6. Entertainment Partners
7. Hilton Garden Inn
8. IVM Billing
9. Burbank Noon Kiwanis
10. The Trust
11. Veterans

The Y also sees an opportunity to provide free tickets to the Burbank Center Stage to many of our local nonprofit participants who otherwise would not be able to afford tickets. Members of Home Again LA, Boys and Girls Club, Family Service Agency, and more would receive a set number of free tickets to Conundrum performances as well as performances by other organizations who elect to set aside a certain number of their tickets for the community. These efforts increase the reach of the performing and visual arts in the community.

9.6 Estimated Rental Fees

Rental fees shall be based upon the renting organization. Discounts will be provided based upon factors such as nonprofit status, affordable ticket prices, and if the renting organization’s events will benefit the Burbank community.

9.6.1 Standard and Nonprofit Rental Rates for Events Open to the Public

Nonprofit and Standard rates apply to all companies that rent the space for events open to the public. For many renters, the Y will offer revenue sharing options with rates that may vary based on accessibility metrics including average ticket price. The rates below assume ticket sales goals that meet or exceed these metrics, with the possibility of “catch up” payments where applicable to meet daily minimums. To attract a wide range of producers to the Burbank Center Stage, rates in Table 25 reflect a nonprofit rate of at least a 25% discount over average rate for venues of similar size as shown in the assumptions in Section 10.1.

Table 20 Burbank Center Stage Proposed Rental Rates

	Nonprofit Rates				Standard Rates			
	Weekday		Weekend		Weekday		Weekend	
	Full Day	Half Day	Full Day	Half Day	Full Day	Half Day	Full Day	Half Day
Main Stage	\$1,300	\$650	\$1,500	\$750	\$2,000	\$1,000	\$2,300	\$1,100
Black Box / Rehearsal Space	\$290	\$200	\$300	\$225	\$400	\$250	\$500	\$275
Gallery/Lobby	\$300	\$150	\$350	\$175	\$400	\$200	\$450	\$225

9.6.2 Community/Civic Group Rentals

The Y will offer local community and civic groups the opportunity to utilize the space for free as a way for the Y to reinvest back into our community. Some possible complimentary rental events include but are not limited to the following and will depend upon other contracted programming:

- Use by City of Burbank at least five (5) times per year
- Cultural Arts Commission mixers or festivals as negotiated
- At least one (1) event per quarter where event producer agrees to donate all proceeds to a Burbank nonprofit organization

9.6.3 Private/Commercial Rentals Not Open to General Public

Events not open to the public will be charged at negotiable rental rates depending on the needs of the renter. Table 26 reflects proposed average rates for private/commercial rentals.

Table 21 Burbank Center Stage Private/Commercial Rental Rates

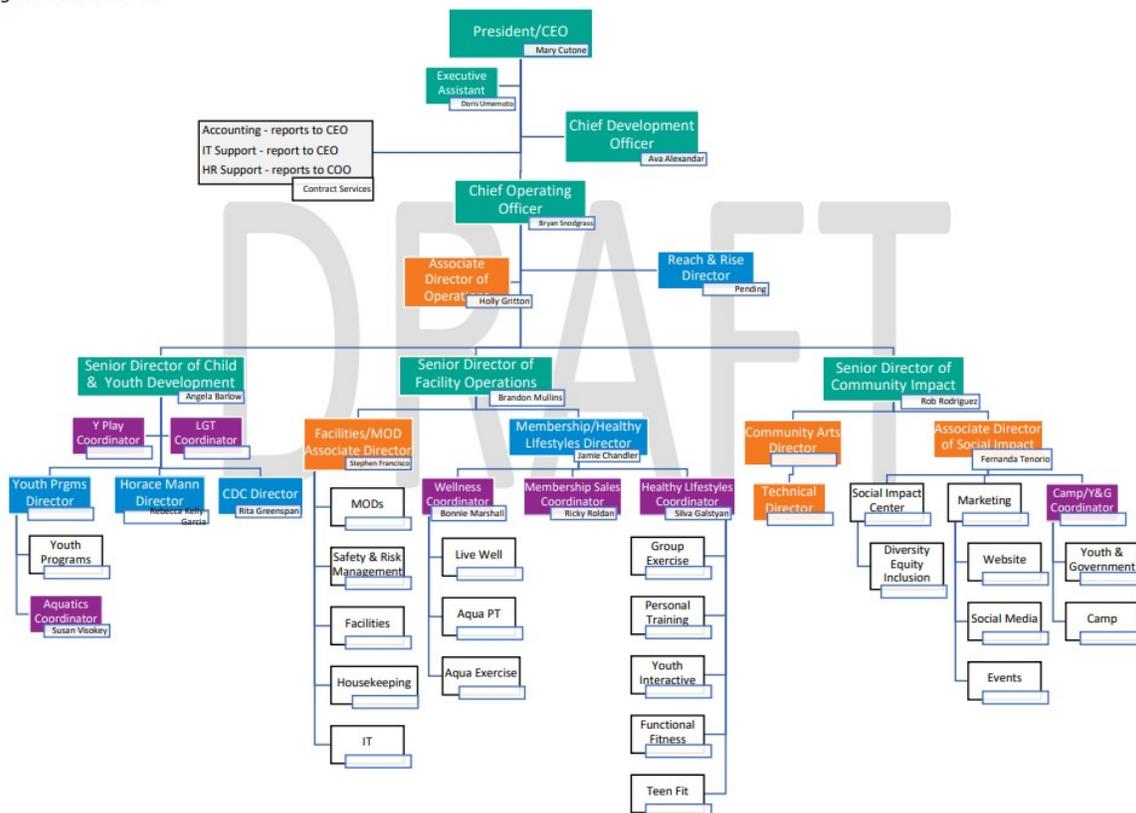
Weekday		Weekend	
Full Day	Half Day	Full Day	Half Day
\$4,000	\$2,000	\$5,000	\$2,500

9.7 Staffing and Security Plan

The Y would hire two full-time employees: one as a Community Art Director of the space and one as a technical director. The Community Art Director would oversee daily operations, rental agreements, facility promotions, and community outreach. The Technical Director would oversee lighting and sound equipment, working with rentals to ensure proper use of all technical equipment. The employees would be part of the Y's current Community Impact department, overseen by Robert Rodriguez. As an extension of the Community Impact department, this ensures that all programming will consist of educational, recreational, social and cultural activities that best represent the community. See Figure 16 for the Y's proposed organizational chart.

Figure 16 The Y's Organizational Chart

Burbank Community YMCA
Organizational Chart



The Y is committed to employing all appropriate strategies for anticipating and controlling crisis situations to protect members, staff, volunteers, and property and to prevent the interruption of program services and operations. Similar to security measures already in place, the Y will install security cameras at both entrances at Burbank Center Stage. The Y will be responsible for keys to the building, documenting and signing out keys to rental groups on an as needed basis. The Y has an existing Safety and Risk Management Committee that meets monthly. The Committee is responsible for maintaining the Emergency Action Plan and program, providing contingency plans for response to emergencies that could harm members, participants, personnel, property, and reputation. The Y's extensive emergency action plan is in place for all three of their current facilities: their main Y facility, the Y Child Development Center, and the Horace Mann Child Care Center. Key components have plans in place for:

- Media and subpoena response
- Emergency procedures for:
 - Fire
 - Earthquake
 - Flood
 - Power Failure
 - Extreme Heat
 - Thunderstorms and Lightning
 - Disease outbreak
 - Viral/Pandemic outbreak
 - Transportation Infrastructure Failure
 - Handling blood and bodily fluids
 - Handling hazardous waste
 - Handling a bomb threat
 - Handling unauthorized persons
 - Suspicion of violence
 - Active shooter
 - Lockdown (reverse evacuation)
 - Intruders

The Y also has an emergency drill schedule in place. The Child Development Center and Horace Mann Child Development Center have monthly fire drills, an annual evacuation drill, and an annual lockdown drill. The main Y facility has bi-annual fire drills and an annual lockdown drill. Our full Emergency Action Plan can be provided upon request.

9.8 Anticipated Governance

Governance would fall under the Y's current Board of Directors. The Y would also create an advisory board to help steer the creative efforts of the space in its initial years, consisting of members from the Burbank Cultural Arts Commission, BUSD, and more.

Conundrum also has a board of directors responsible for governing Conundrum's mission of inclusivity and arts programming. Conundrum's board includes Y executive Bryan Snodgrass who will ensure seamless alignment of missions of both organizations.

Both Conundrum and the Y are committed to cultivating diverse boards. Burbank Center Stage allows multiple opportunities for interested community members to volunteer for committees, increase donor support, join advisory boards and more. Board members will be largely selected from these supporters who have demonstrated interest in the missions of the organizations and capacity to provide valuable new insights to the existing board.

9.9 Description of Concessions and Services

As part of capital improvements, a bar would be installed in the lobby area of the Burbank Center Stage, providing refreshments, snacks, and alcoholic/non-alcoholic beverages. The bar would be owned and operated by an outside vendor who will then pay rent to the Y on a monthly basis. We would also partner with vendors such as Urban Press Winery and Lincoln Beer Company to provide people with local products.

The hours of operation for the bar will be flexible and based on programming. This allows for audience members to grab a drink and socialize before and after all performances. In addition, it opens the Burbank Center Stage space daily for people to peruse the rotating art gallery, participate in Piano Nites and lobby performances, and more. This becomes a social spot for Burbank locals interested in the arts.

9.10 Facility Maintenance Plan

The Y would provide onsite cleaning and maintenance as part of their current facility operations, and a nightly cleaning crew would be provided to ensure a first-class, clean facility at all times. Daily walkthroughs by managers and key leadership will be performed by staff and documented with any maintenance or cleaning issues that need to be addressed. The Y will also use their weekly Total Quality Checklist, performed by mid-level management, to provide an “outside” perspective on maintenance and cleanliness issues that should be addressed. More information about the Y’s Facility Maintenance Plan can be provided upon request.

9.11 Marketing Plan

Much of the marketing and communications operations would be absorbed into the Y’s current marketing department. All events and opportunities will be cross promoted across all the Y and Conundrum’s existing social media and electronic platforms. Consistency in promotions is critical in developing a participant base for the Burbank Center Stage and must include local and regional promotion, an opening event, and rebranding plans. We also propose that the City promote Burbank Center Stage programming through their own marketing platforms.

9.11.1 Local/Regional Promotion and Outreach

9.11.1.1 Electronic Media

The Y will take aggressive steps to promote the Burbank Center Stage as THE place for all cultural and social events in Burbank. Recent polls show 20% of our audiences discovered us through social media, making it the strongest of our marketing assets. We plan to use our social media presence to promote the piano bar and all entertainment offerings, which has proven effective in driving crowds into the space. We will also do an aggressive marketing plan to promote the space to rental groups and other theatrical companies in the Los Angeles region. With local theaters closing in Los Angeles, North Hollywood, and other surrounding areas, the Burbank Center Stage will be promoted as THE place for groups to perform.

9.11.1.2 Print Display Advertising

Consistent advertising in the Burbank Leader and other local print media will further promote the space as well as the entertainment offerings.

9.11.1.3 Local Outreach

The Y and Conundrum will ensure a large presence at local events hosted by other nonprofits and city/business organizations as well as working with other organizations as described in Section 9.3.

9.11.3 Public Relations and Rebranding Plans

The Burbank Center Stage will need to be rebranded in partnership with the City. Our community knows the space as “The Colony” due to the Colony occupying the Burbank Center Stage for the past twenty years. Marketing and promotions in electronic and print media will address the reason for the name change, why the Y with Conundrum as the resident artist is the perfect organization to manage and operate the space, as well as the importance of the space to provide educational, social, cultural, and recreational programming in the community.

9.11.3.1 Opening Event

A large, opening event will allow the Burbank Center Stage to be seen in a new light and allow for a fun, fundraising opportunity for the space. This will go hand-in-hand with our rebranding efforts so we can introduce the space as an exciting and unique cultural amenity in Burbank.

9.11.4 Strength, Weakness, Opportunities, and Threat (SWOT) Analysis

See Figure 17 below for Conundrum’s current business model SWOT analysis.

Figure 17 Conundrum SWOT Analysis

STRENGTHS

- **Community relations:** Strong relationship with our audiences/volunteers which continues to grow with each show.
- **Social media presence:** Our growing social media presence has proven to sell out shows and get newcomers interested in our season.
- **Board/ Volunteers:** Have wide range of expertise amongst all members.

OPPORTUNITIES

- **Interns:** Opportunities for students to work with a successful community theatre company.
- **Partnerships:** Co-promote with other Burbank businesses/renters of the space to encourage local revenue and cross marketing.
- **Cross Marketing:** Collaborating with renters of the space to increase audiences and following for all.

WEAKNESSES

- **Lack of funding:** Funds currently come from donations and grants.
- **Facility & marketing:** Lack of a permanent space, therefore having to market a new location for each show, inconveniencing returning audience members.

THREATS

- **Economic climate:** While many recover from the pandemic consumers may prefer to stay at home for their entertainment, rather than go out to a live show.
- **Lack of resources:** Not meeting customer demand due to lack of equipment, permanent theatre space, volunteers.

10. Assumptions

Section 10 below covers research and assumptions made to support Section 9. Much of the information can be found in more detail in various appendices that are referenced within.

10.1 Benchmarking of Similar Venues in the LA Metropolitan Area

See Appendix G for information on similar venues in the Los Angeles metropolitan area. Theaters researched include community theaters, professional theaters, Burbank and North Hollywood theaters, and theaters of similar sizes. Categorization, location, size, programming, admission proxies, and rental fees have been addressed where applicable.

10.2 Analysis of Market Demand

Nationally, spending on entertainment, including plays, musical theater, recreational club fees and memberships, and recreational lesson fees has exceeded pre-pandemic levels. Between 2015 and 2019, American consumers spent an average of just over \$3,000¹¹ on these types of entertainment and in 2021, entertainment spending was over \$3,500.¹² Although entertainment spending in the Los Angeles metropolitan statistical area is slightly lower than average, likely due to the higher-than-average spending on housing, it still follows the same national trend, indicating that demand for arts and recreational programming is increasing.

Data collected by Conundrum and the Y support this trend and show that our arts and recreational programming specifically is experiencing increased demand in Burbank. Referenced in Figure 12 of Section 5.2.6, Conundrum has sold out the most recent two productions (*Cabaret* and *RENT*) and has experienced exponential growth in audience size since the company's inception. *Seussical*, Conundrum's upcoming community show that was chosen to provide opportunities for artists of all ages to be involved, has about 40 people involved and is expected to sell out given the high community involvement. The Y has rebounded since the start of the pandemic and more than doubled its annual attendance rate between 2021 and 2022. With expanded offerings at Burbank Center Stage, the Y and Conundrum project just over 27,000 visitors in the first year of the sublease and will grow to more than 30,000 visitors in the fifth year.

Meeting the demand for arts and recreational programming by creating the vibrant, active community space the Y and Conundrum are proposing will have several tangible benefits for Burbank, including:

- More jobs;
- Increased tourism;
- Safer communities;
- Tax revenue; and
- Customers to local businesses.

¹¹ Bureau of Labor Statistics (2021). *Average annual expenditures and characteristics of all consumer units, Consumer Expenditure Surveys, 2013-2020*. <https://www.bls.gov/cex/tables/calendar-year/mean/cu-all-multi-year-2013-2020.pdf>

¹² Bureau of Labor Statistics. (2022). *Average annual expenditures and characteristics of all consumer units, Consumer Expenditure Surveys, 2021-2021*. <https://www.bls.gov/cex/tables/calendar-year/mean/cu-all-multi-year-2021.pdf>

We detail these benefits in Section 10.6.

Due to limitations in the availability and affordability of venues, Conundrum has performed in other locations throughout the Valley, primarily North Hollywood. Much of our core audience attended those shows, but in a recent audience feedback survey, many audience members expressed a desire to see more Conundrum performances in Burbank. This indicates that the Burbank community feels a sense of pride in the arts and hopes to keep local arts organizations local. The Burbank YMCA has been a fixture of the local community for nearly a century and continues to grow its membership and programmatic offerings. Together, the Y and Conundrum are ideally positioned to meet the market demand for high-quality, varied arts and recreational programming that attracts the diversifying community.

10.3 Potential Program Partnerships

Both the Y and Conundrum have built relationships with other nonprofit organizations, arts organizations, individual artists, businesses, and partners. This section will describe existing partnerships that can be expanded to encompass programming at Burbank Center Stage. In addition, we have identified a number of new partnerships that can be found in Section 9.3. We have entered into preliminary discussions with all of these organizations.

10.3.1 Conundrum Theatre Company

Conundrum is the resident community theater company providing a significant portion of the educational, cultural, social, and recreational programming in this proposal and therefore is the primary partner in this proposal.

Conundrum has a strong reputation for being inclusive and collaborative with local businesses and other arts organizations. Their commitment to high-quality, inclusive theater continuously draws audiences. Conundrum's board members, production teams, casts, and audiences have personally patronized our businesses and continue to add value to the local economy. See Appendix C for articles, photos, and testimonials from Conundrum's recent performances.

10.3.2 BUSD, Burbank Community Dental Clinic, Noon Lions, and Public Library

The Y has several partnerships already in place. In partnership with the BUSD, the Y runs Learn, Grow, Thrive, a summer learning camp designed to mitigate summer learning loss in a fun, creative way for children from low-income households who are behind in school. The Y has successfully run this program for over ten years, and they are looking to expand their programming and partnership in the new school year to offer the program year-round. BUSD provided \$180,000 in funding to partially fund this program in 2022. Other Burbank organizations, such as the Burbank Community Dental Clinic, Burbank Noon Lions, and the Burbank Public Library provide programming and resources for the youth in this program. This already existing partnership with BUSD allows the Y to develop programming at the Burbank Center Stage that will provide youth in our schools educational, cultural, social and recreational opportunities. Technical theatre internships, acting/music/dance workshops, and summer camps will provide BUSD students the chance to experience the arts firsthand.

10.3.3 Providence

In partnership with Providence, the Y collaborated on their Live Well program, a health and wellness program targeted for people with pre-existing health conditions. This partnership has now shifted and the Y offers Rocksteady Boxing. Funded by the hospital, the program “gives people with Parkinson’s disease hope by improving their quality of life through a non-contact boxing-based fitness curriculum.” In addition, Providence has given the Y \$400,000 in the past three years to provide health and wellness education for LGBTQIA+ youth in our Social Impact Center.

10.3.4 Woodbury University

Prior to the pandemic, the Y had an annual partnership with Woodbury University to oversee their summer camp Architecture and Fashion Design programs. With youth ranging from grades 3-8, the program offered a chance to learn from Woodbury students in conjunction with Y programming.

10.3.5 Showcase Basketball

In partnership with Showcase Basketball, the Y continues to teach the sport it invented in 1891. Showcase Basketball provides high level basketball training in a fun, positive setting, accomplished by:

- Focusing on long-term growth over short-term gratification
- Treating families like family
- Caring more about the person rather than the player
- Encouraging mistakes
- Prioritizing effort, attitude, character, and teamwork
- Treating every task professionally and with attention to detail
- Focusing on the greater good

10.3.6 Kiwanis Club of Burbank

The Y hosts the weekly meetings of the Kiwanis Club of Burbank, often known as “Burbank Noon Kiwanis”. These meetings have been held at the Y for over 50 years.

10.3.7 Kiwanis Literacy Club of Burbank

Recently, the Y created a space for the Kiwanis Literacy Club of Burbank to store books donated to youth in need all across the country. The Y converted an unused space to allow for delivery, packaging, and storage of all materials as part of their youth outreach program to increase literacy skills.

10.3.8 Burbank Public Library and Burbank Human Relations Council

The Y also currently partners with the Burbank Public Library and Burbank Human Relations Council to host “Community Circles”, a monthly discussion program that educates and facilitates discussion in our community about race and diversity.

10.4 Anticipated Facility Alterations

See Section 8 for detailed descriptions of anticipated facility alterations.

10.4.1 Burbank Bar Rental Fee Assumptions

According to LoopNet, there are currently five available bar retail spaces available for renting in Burbank. The locations, square footage, and price per square foot are listed below:

- 220-222 S. Glenoaks Blvd.: 1,251 square feet at \$52.20 sf/yr = \$5,441.85/month
- 2900 San Fernando Blvd.: 7,000 square feet at \$36.00 sf/yr = \$21,000/month
- 164 E. Palm Ave.: 1,485 square feet at \$74.76 sf/yr = \$9,251.55/month
- 210-212 E. Orange Grove: 1,015 square feet at \$78.00 sf/yr = \$6,597.50/month
- 3500 W. Olive Ave.: 1,000-104,232 square feet at \$57.60-\$58.80 sf/yr = \$4,800-\$510,736.80/month

10.4.2 Bar Installation/Upgrade Assumptions

Based on photos supplied by the City, the cost supplied would cover new cabinet doors and trim for top and bottom cabinets, new counter and bar tops, refinishing existing cabinets and bar surface. Cost also includes general labor, material and overhead: \$6,500

10.4.3 Lobby Flooring Installation Assumptions

Based on the photos supplied by the City and the cost of reflooring the Y, the cost supplied would cover removal of existing flooring, surface preparation, new flooring, baseboard installation, and all applicable fees. Material to be used would be slip resistant vinyl flooring. Material costs have increased 45% since mid-2022, so an additional 5% material cost increase has been included: \$25,000

10.4.4 Blackbox, Lighting, and Sound Assumptions

10.4.4.1 Black Box/Rehearsal Space

Converting the rehearsal space to create a rehearsal/blackbox space include the following upgrades and cost assumptions in Table 27 below.

Table 22 Blackbox/Rehearsal Space Upgrade Assumptions

	Anticipated Cost
Painting	\$6,000
Flooring	\$10,000
Pipe/Drape	\$2,000
Chairs/Seating	\$2,000
Lighting Equipment (second hand/used)	\$7,000
Sound Equipment (second hand/used)	\$3,000
Total	\$30,000

10.4.4.2 Main Stage

If the Colony Theatre Company removes their lighting and sound equipment but any fixtures remain in the Burbank Center Stage, Table 28 below shows the cost assumptions based on these purchases.

Table 23 Main Stage Upgrade Assumptions

	Anticipated Cost
Backstage upgrades (paint, carpet, etc.)	\$20,000
Lighting Equipment	\$5,000 - lightboard \$10,000 - stage lighting \$4,000 - accessories (barn doors, gels, etc.)
Sound Equipment	\$10,000 - speakers, monitors, etc. \$10,000 - body mics \$5,000 - soundboard \$3,000 - stand mics \$3,000 - cabling, misc.
Total	\$75,000

10.4.5 Outdoor Signage Assumptions

Based on the anticipated size of the sign, we have estimated \$10,000 for removing the Colony signage and replacing it with the new theater name.

10.5 Other YMCA Models

10.5.1 YMCA Theatre Operators

The West Side YMCA, located at 10 West 64th Street in New York, between Lincoln Center Plaza and Central Park, operates the Marjorie S. Deane Little Theater. It is a 145-seat proscenium space that provides “live performances, industry showcases, professional performances, film screenings, board meetings, lectures, readings, rehearsals, workshops and more. It is a non-profit, Off-Broadway Theater exists to:

- Encourage the creative spirit in young people.
- Empower, educate, and maximize the potential of the young people and emerging artists.
- Serve our community by providing affordable and high-quality professional arts performances, programming, training, and education.
- Create and launch new and innovative works that inspire, entertain, and reflect our diverse community.
- Further the YMCA of Greater New York’s mission of building healthy bodies, healthy minds, and healthy spirits.”

Another theatre space in New York called the Theater at the 14th Street Y, is run by the Young Men’s Hebrew Association. The mission of the space focuses on social awareness and change through big picture narrative. They support “the creation of new art and culture by placing artists at the heart of the

14th Street Y community, and specifically by providing the space, time and resources needed to create new work.” In its 2015-1016 season, the Y had over 205 performances and 12,825 audience members. In 2016, they “launched its first ever, fully curated Theater/Dance Series, moving away from a strictly “rental” model and into an organization that co-presents work. The 14th Street Y endeavors to be true incubators of artists and hopefully reduce the financial strain NYC independent artists feel in producing their work.”

10.5.2 YMCAs and City Partnerships

The YMCA of the Pikes Peak Region, in partnership with the City of Colorado Springs, operates and manages the Cottonwood Creek Family Center YMCA. The facility houses an indoor wave pool, a spiral water slide, a lazy river and numerous recreational activities. The facility is free for YMCA members, and nonmembers pay day rates between \$10-\$40.

The Kirkwood Family YMCA in Missouri partnered with the city of Kirkwood to operate their community center. The partnership has the City maintaining ownership of the center, but the YMCA manages all other operations and programs of the space.

In 2006, the YMCA of Santa Clara Valley and their city agreed to cooperatively operate the city’s new Centennial Recreation Center. The space “was built to promote multi-generational interaction and advance the physical well-being of [their] community. As partners, the city and YMCA...provide high quality health and fitness, youth, teen, family, and senior programs for Morgan Hill residents and the surrounding community to enjoy!”

10.6 Reasons to Invest in Theatre

There has been significant research demonstrating the multiple positive impacts of a robust investment in arts programming.

- **Arts bring employment:** Industries that are planning relocation or expansion place great emphasis on a healthy cultural climate. In a past survey conducted by the Joint Legislative Committee on Cultural Affairs, 99% of the chief executive officers who were questioned stated that the availability of cultural activities in an area is an important consideration in choosing a new location. More arts mean more jobs.
- **Arts bring tourism:** The Travel Industry Association of America was commissioned by Partners in Tourism to add a series of questions to its January 2001 National Travel Survey. The purpose was to determine the length of time that travelers extend their trips because of cultural activities or events. According to the results, 2/3 (65%) of American adult travelers say they included a cultural, arts, heritage, or historic activity or event while on a trip of 50+ miles, one-way, in the past year. This equates to 92.7 million cultural travelers. Of particular relevance, surveyed travelers chose live theater (23%), art galleries (21%), heritage or ethnic festivals (20%), and music concerts (19%) as key cultural events during travel—all events proposed by the Y.
- **Arts make communities safer:** Communities with arts and culture organizations are seen as safer by their residents; they bring residents closer together, and the arts act as a bridge between the community and police.
- **Arts bring tax revenues to cities:** The arts and culture generate tax revenue far beyond any government investment, adding dollars to city coffers and helping city budgets. For example, the

arts constitute a bigger share of America's GDP than construction or agriculture. And on average, for every dollar invested into the nonprofit arts, six dollars in taxes are generated.

- **Arts bring customers:** Arts also lift surrounding businesses. Every audience member who chooses to go to a show, movie or event at the Burbank Center Stage will also likely choose a nearby restaurant or bar before or after the show. Given the central location, these guests are also likely to visit the many shops in the mall and downtown Burbank. A steady slate of desirable programming in a centrally located space will bring consumers to our businesses. This is a thrilling prospect as we all work to recover from the pandemic's lasting impact.

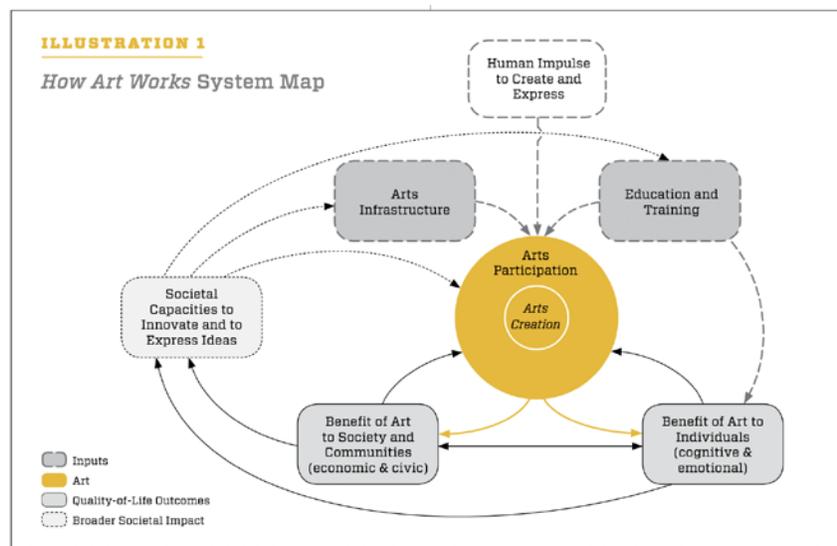
10.6.1 Benefits of Drama Education¹³

Drama education boosts social, emotional, and cognitive outcomes through developing of oral language skills, building self-confidence and self-esteem, boosting reading, writing and comprehension skills, improving social skills, nurturing self-expression and emotional regulation, enhancing self-concept, promoting sophisticated moral reasoning, training critical listening skills, fostering growth, encouraging empathy, developing problem-solving skills, inspiring intercultural sensitivity, enhancing creative thinking, building conflict-resolution skills and independence, increasing resilience to stress, and reducing problem behavior.

10.6.2 How Art Works System Map¹⁴

The National Endowment for the Arts produced a system map about how art works (Figure 18) at a human, community, and societal level. Creation and participation in the arts benefits individuals cognitively and emotionally, communities economically and civically, and creates a broader societal capacity to innovate and express ideas. Creation and participation in the arts however cannot occur without robust arts infrastructure and education/training. Our proposal ensures both the infrastructure and education and training required for Burbank residents to create and participate in art in our community.

Figure 18 How Art Works System Map



¹³ Spicer, N. (2021, July 23). 21 Evidence-Based Benefits of Drama and Theater Education. WeTheParents. <https://wetheparents.org/drama-benefits>

¹⁴ https://www.arts.gov/sites/default/files/How-Art-Works_0.pdf

10.6.3 Why Theatre Is Important¹⁵

Theatre enriches the minds of those who participate in it and those who consume it by increasing empathy and connection to community, influencing introspection, and increasing development.

Diverse, inclusive theater opens participants and audiences to differing perspectives, changing attitudes towards racial discrimination, income inequality, welfare, corporate regulations, wealth redistribution, and affirmative action. It also influences charitable giving. As arts education programs are cut or decreased in Burbank and the greater Los Angeles area, small arts nonprofits often step up to fill in the gaps, providing a place for learning, discovery, and understanding.

¹⁵ Popescu, C. (2022, March 27). Why Theatre Is Important. Luminato Festival Toronto. <https://luminatofestival.com/blog-why-theatre-is-important/>

11. Sublease and Operating Agreement

Please find below a high-level list of suggested questions or issues. We would anticipate discussing these same matters during negotiations if our bid is selected. The below list is not a comprehensive list of the comments and issues we may need to address.

Furthermore, we have not listed below minor revisions that we might make to the sublease agreement for which we do not expect there to be substantial differences between the parties. Please let us know if you have any questions or want to discuss further.

1. Early Termination. We would like to discuss whether such a right is appropriate, and under what conditions (e.g., for cause). For example, as discussed in greater detail in Section [] of the RFP response, we anticipate an initial period of investment before our theater operations generate a profit (which would thereafter be shared); early termination by the City during this period, absent a material default or similar event, would be counterproductive.
2. City Maintenance and Capital Expenditures. We note the placeholder in 7(b) and Exhibit C for capital repairs that the City will be responsible for, and more generally look forward to more specifically delineating which capital and maintenance costs the City will retain.
3. Conditions of City Usage. We gladly accept that the City would like to retain the right to use the premises for a certain number of days (and appreciate the provisions regarding payment for services required by such usage). We expect that additional details and parameters of such usage will be fleshed out in negotiation.
4. Inherited Contracts. We will need to understand the costs and obligations related to any existing 2023 contracts that we will be inheriting.
5. Permits/Licenses. We understand and accept in principle our obligation to attain all permits/licenses necessary to operate. However, as part of our later diligence, we would expect to develop a comprehensive understanding of the scope of this obligation, including those permits/licenses for which the City's cooperation may be helpful.
6. Redevelopment of the Mall. As we understand that the mall in which the Center Stage is located may be redeveloped in the future, we will want to understand to the extent possible the likelihood and timing of such redevelopment, and provide for such potentiality in the sublease (including provisions to ensure that we are made whole for any investment whose payoff or expected useful life is cut short).
7. Historical Maintenance Costs. As part of our diligence to understand the scope of our obligations under the Master Lease and REA, we would ask to review available records documenting past maintenance obligations and costs incurred by Colony.

Appendix A: Proof of Good Standing with California Secretary of State (The Y)

Appendix B: Tax Exemption Status (The Y)



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: YOUNG MEN'S CHRISTIAN ASSOCIATION OF BURBANK,
CALIFORNIA
Entity No.: 0191226
Registration Date: 08/28/1942
Entity Type: Nonprofit Corporation - CA - Public Benefit
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of June 10, 2022.

A handwritten signature in black ink, appearing to read "S. N. Weber".

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 020808927

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: January 6, 1999

Person to Contact:
Cheryl Skaggs

Telephone Number:
877-829-5500

Young Mens Christian Association
of Burbank California
321 E. Magnolia Blvd.
Burbank, CA 91502

Fax Number:
513-684-5936
Federal Identification Number:
95-1664139
Accounting Period Ends
March 31

Dear Sir or Madam:

This is in response to your telephone request on January 4, 1999, for a letter affirming your organization's exempt status.

In February 1947, we issued a determination letter that recognized your organization as exempt from federal income tax under section 101(6) of the Internal Revenue Code of 1939 (now section 501(c)(3) of the Internal Revenue Code of 1986). That determination letter is still in effect.

We classified your organization as a publicly supported organization, and not a private foundation, because it is described in section 509(a)(2) of the Code. This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

As of January 1, 1984, your organization is liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more the organization pays to each of its employees during a calendar year. There is no liability for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

-2-

Young Mens Christian Association of Burbank California
95-1664139

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the permanent records of the organization.

If you have questions, you may direct them to us at the address or telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in cursive script that reads "C. Ashley Bullard". The signature is written in dark ink and is positioned above the typed name.

C. Ashley Bullard
District Director

Appendix C: Proof of Good Standing with California Secretary of State (Conundrum)



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: CONUNDRUM THEATRE COMPANY, INC.
Entity No.: 3735864
Registration Date: 12/18/2014
Entity Type: Nonprofit Corporation - CA - Public Benefit
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 21, 2023.

A handwritten signature in black ink, appearing to read "Shirley N. Weber".

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 075490734

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

Appendix D: Tax Exemption Status (Conundrum)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JAN 22 2015**

CONUNDRUM THEATRE COMPANY INC
230 E VALENCIA AVE APT E
BURBANK, CA 91502-0000

Employer Identification Number:
47-2424334
DLN:
26053421001715
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a) (2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
December 18, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

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CONUNDRUM THEATRE COMPANY INC

Sincerely,

Tamera Ripperda

Director, Exempt Organizations

Letter 5436

Appendix E: Conundrum's Past Performances

"I like that you are an outlet for people with **traditional 9-5 jobs** who still yearn to be on stage."

"I grew up doing theatre and I really resonate with high quality performances as trained experienced artists who also have day jobs. I love the **inclusivity** and **artistry** that conundrum strives to maintain and celebrate."

"I love the idea of **collaboration, diversity, and education**, especially **education in the arts**, and Conundrum incorporates all of these keywords that I strive to work for and by every day!"

"I would love the chance to get back into acting on the stage and have a new **creative outlet** beyond my daily work."

"I have seen a few of the productions The Conundrum has put on and they have all been amazing! I would love to be a part of this amazing company and **meet new people**. The friends that I've gotten to see in your productions have only told me

"I have seen Conundrum performances in the past and am excited about the high caliber of artists who work with the company. The **contemporary** staging is also very interesting to me."

"I love theatre, I love your **diversity**, your **accessibility** and overall **awesomeness**."

"What resonates is the emphasis put on **diversity** of all representations. Everyone is integral to the overall landscape of Conundrum, and I find that very cool."

"I am a new transplant to LA from New York and have enjoyed **finding a home in the valley**. I currently teach music privately, however I leave my nights open to make new friends, make art, and tell stories."

"The entire Conundrum Theater Mission statement resonates with me. We are all creatives with a **passion for the arts** - and no matter what we do for income the arts will always be a part of our lives - and even sometimes part or all of our income! I appreciate that

"I love the **inclusivity** and **diversity** in your projects and casting, that is a mission I align with!"

"I saw your production of RENT and have heard **glowing reviews** from the cast members about their enjoyment in it! I like Conundrum's commitment to **diversity and inclusion** in the musical theater space and would love to be part of your group."

"After seeing your recent production of Rent, I resonated deeply with the diversity of the cast, and how you practice **nontraditional casting**."

"I love the **safe and inclusive environment** Conundrum creates and find it to be wonderful for creating and performing as a newcomer."

"I am an artist who advocates heavily for the creation of accessible, diverse, and inclusive theater spaces. I believe that theater is for all and everyone who wants to have access to it, and I see that type of work in Conundrum- Like the fact that you welcome artists

such great things and I would love to experience what they all have, as well as putting on a great show! I love how there are so many opportunities you provide for actors to build new skills and just grow. Although I haven't attended your piano night ... yet. Conundrum already feels like a **safe place** and I would love to be apart of that :)”

“I am really drawn to Conundrum Theatre because like your mission statement mentions you are **accepting to all**, so am I. I have been an ally to many of my friends in the LGBTQ+ community and am open to being friends with all walks of life.”

“I like that it's shows done by the **community** for the community.”

“The thing that stuck out to me was the statement of bringing **high quality productions to people who normally couldn't afford it**. I thought that was really cool. Especially as someone who uses performance as their **emotional outlet**, I think it's so important that we share that with people who need it.”

“I have been following the Conundrum Instagram page for some time now after

Conundrum puts out lesser known works and original works for the public as well as offering artists the opportunity to **collaborate**.”

“I have been turned down for roles because of my ethnicity and have never fit into the white/European descent type role. I love that this theatre company **strives to push boundaries**.”

“I like that you offer **classes and workshops** for the community, as I'm looking to get back into musical theatre and am excited to increase my skills”

“I'm finding that my mental health takes a toll when I don't have a **creative outlet** and I think a lot of us actors feel this way. Conundrum seems like a great and understanding place that allows us to hone our craft while continuing to pay the bills!”

“I absolutely love your commitment to **color**

who may have a different day job does a lot for the community- It makes it **accessible** and that opens doors for many of us! Overall, your commitment to **establish relationships with your community** is something that I am interested in.”

“I love theater and feel like this is a **safe community** to get a start in. It is also an **affordable** experience for my friends and family to be able to see my work!”

“What I love most about the Conundrum mission is the commitment to **diversity**, being a POC performer myself. I also love the educational aspect as I am always looking for new environments to learn from!”

“The mission of Conundrum is incredible to me. As a lifelong performer who ended up working on the corporate side of entertainment after college, I never thought I would have the opportunity to be on stage maybe ever again. The idea of having a space dedicated to individuals who love theater but chose a different path is wonderful and a **community** I would love to be a part of.”

“As a Latinx person, it can be really difficult to take the stage due to theatres still following

recommendation from a friend and the **positivity and passion** through the posts of recent projects, events, and workshops made me really want to audition for a show.”

conscious casting and non traditional casting!”

traditional routes that don't cater to diversity. Although this is changing, this still very much is present in many community theatres and beyond.”

“I was very impressed by recent performances of 'Rent' and 'Cabaret'. As an audience, I felt those shows were presented with **love and passion**, it moved my heart. I really love the fact that Conundrum theatre is **opening the door and being equal for everyone.**”

+ AUDITION WORKSHOP.

JAN 2023





LITTLE RIDDLES SUMMER CAMP LITTLE MERMAID JR.

JULY 2022

AT FIRST, MY DAUGHTER DIDN'T WANT TO ATTEND LITTLE RIDDLES. THE FEAR OF THE UNKNOWN WAS TOO GREAT. ANYTHING NEW IS REALLY HARD FOR HER TO ACCEPT. I ASKED HER TO JUST TRY OUT THE FIRST DAY AND SHE CAN GO BACK TO YMCA THE FOLLOWING DAY IF SHE CHOOSES. I AM SO GLAD SHE GAVE IT A SHOT. SHE WAS LIT UP AFTER THE FIRST DAY. THE JOY SHE FOUND IN THE CONNECTIONS SHE HAD WITH THE BOTH OF YOU AND THE OTHER KIDS MADE HER EXCITED TO COME BACK THE SECOND DAY. SHE FELT SEEN AND ACCEPTED FOR EXACTLY WHO SHE IS. YOU CREATED A SPECIAL PLACE WHERE EACH KID IS VALUED AND UPLIFTED. HADELLE RECEIVED SO MUCH ENCOURAGEMENT FROM HER PEERS. IN RETURN, SHE FOUND HER VOICE AND TALKED TO THE KIDS WHO WERE NERVOUS TO PERFORM. SHE WAS STRUGGLING WITH A SEVERE CASE OF STAGE FRIGHT AND YET WITH THE SAFETY OF YOUR GROUP, SHE CLEARLY OVERCAME HER FEAR. HER NEW FOUND CONFIDENCE AND JOY ON STAGE IS ATTRIBUTED TO THE BOTH OF YOU.

-D.T.

"WHEN WE DECIDED TO SIGN OUR 6 YEAR OLD UP FOR A MUSICAL THEATER CAMP, MY HUSBAND AND I WERE ONLY HOPING HE'D HAVE A GREAT TIME AND MAKE SOME MEMORIES. WE DIDN'T EXPECT WE'D BE MAKING LIFE LONG MEMORIES AS WELL. FROM CASTING, LINES, COSTUMES AND MORE, MY SON LEARNED IT ALL. SINCE HE'S SO YOUNG I WAS NERVOUS HE'D STRUGGLE IN THE CAMP BUT I WAS WRONG. THANKS TO KATE AND EMERSON, HE THRIVED. HE NEVER ONCE SEEMED NERVOUS OR UNSURE OF PERFORMING IN THE THREE WEEKS OF CAMP. SEEING HIM STANDING ON STAGE FOR THE FINAL SHOW IN ALL ITS GLORY WAS PURE JOY. THE WONDERFUL SHOW THAT LITTLE RIDDLES PUT TOGETHER WAS A BOOST OF MUCH NEEDED JOY IN A TIME WHEN ALL OF US COULD USE IT. MY SON CAN'T WAIT TO BE PART OF THE NEXT SHOW, AND NEITHER CAN I"

-AMANDA WHITE



Burbank Leader Wild Party Article:

<https://burbankleader.outlooknewspapers.com/2022/07/07/conundrum-theatre-company-gets-wild-with-new-musical/>

ANDREW LIPPA'S

WILD PARTY

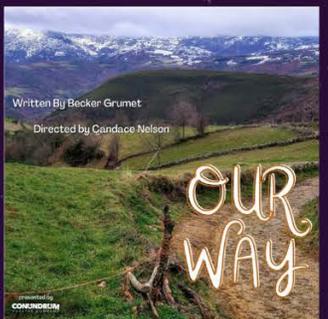
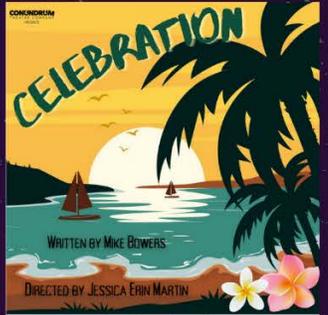
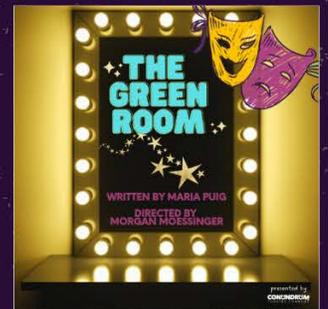
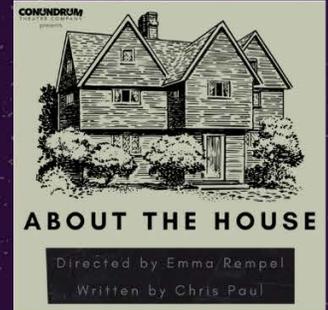
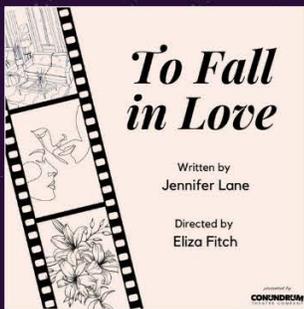
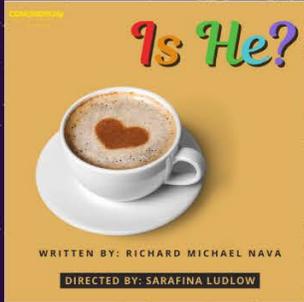
in concert

june 2022

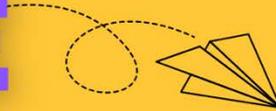


MAY 2022

A WEEKEND OF ONE ACTS



FUN HOME



NOVEMBER 2021



"I had the pleasure to work with Conundrum as their guitar player for their 2021 production of Fun Home. The musical director Lisa Sedares was an absolute joy to work with. The entire cast and crew were some of the most talented and professional players I have ever done a show with. I look forward to the next time they need a guitarist!" -Ken Lasaine

"What a beautiful and extremely moving performance. I felt it all." - Audience Member



Into The Woods

OCTOBER 2021



Drive-In Concert

FOR THE SOCIAL IMPACT CENTER



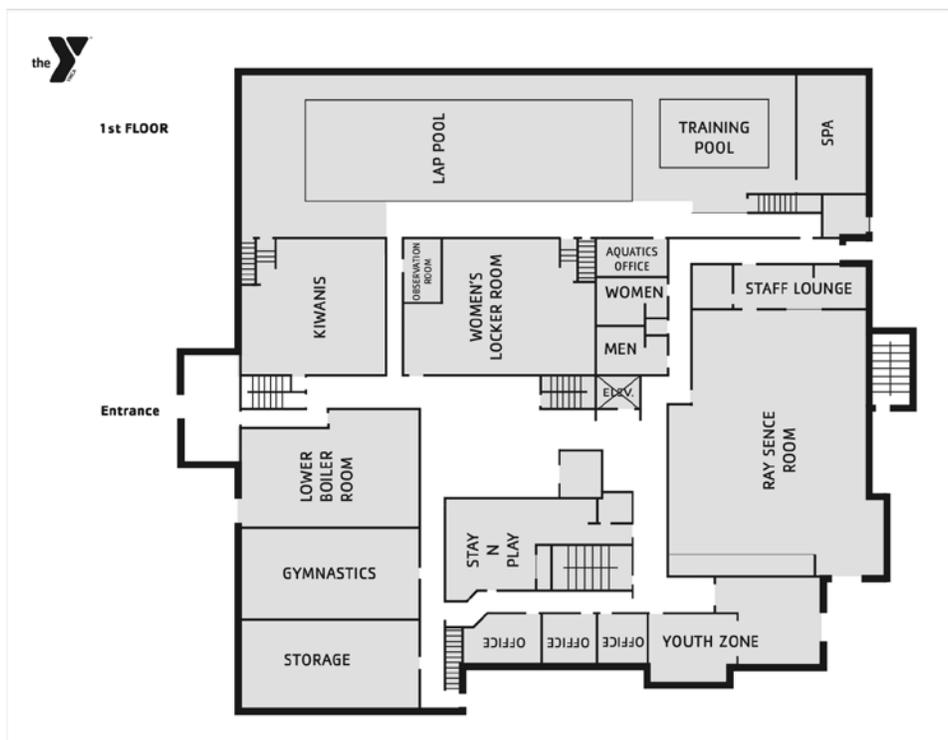
Social Impact Center Drive In Concert

<https://outlooknewspapers.com/Burbank-YMCA-conundrum-theatre-fundraiser/>

<https://myburbank.com/burbank-community-ymca-celebrates-opening-of-first-lgbtqia-resource-center-in-the-citys-history-with-ribbon-cutting-ceremony/>

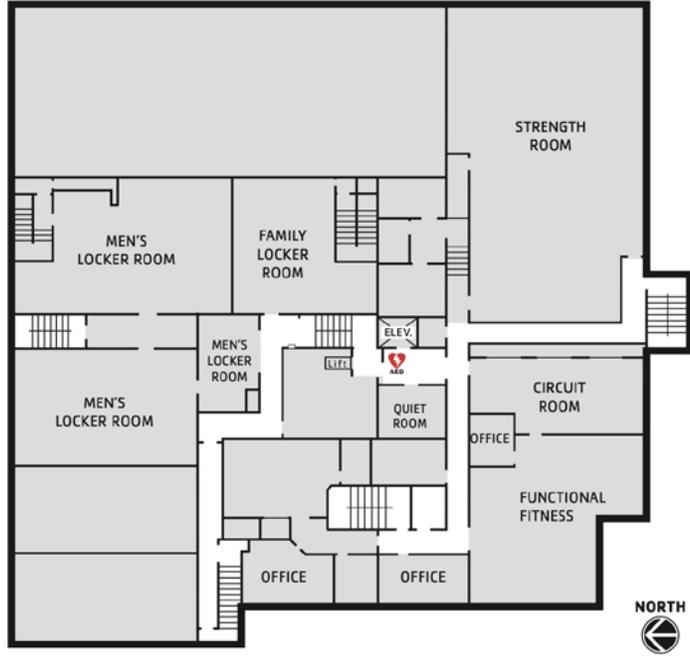
Appendix F: The Y facilities site plans, dimensions, and photographs

Burbank Community YMCA Main Building

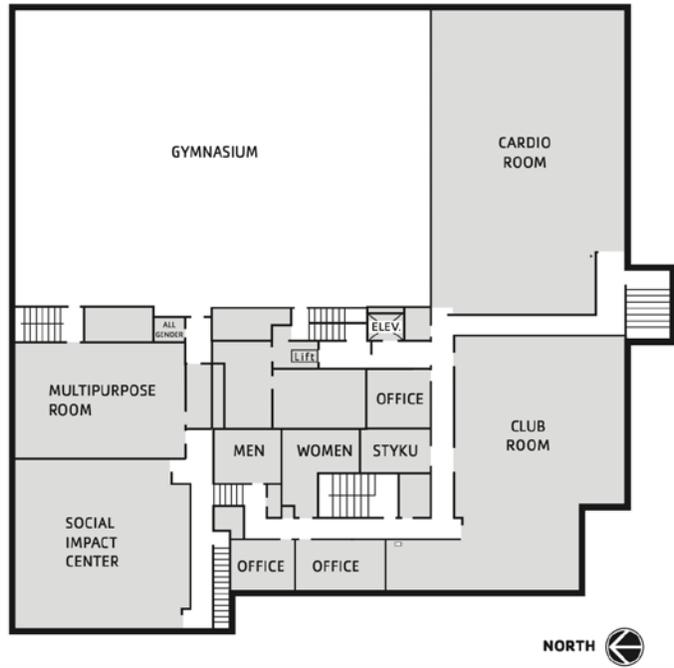




2nd FLOOR

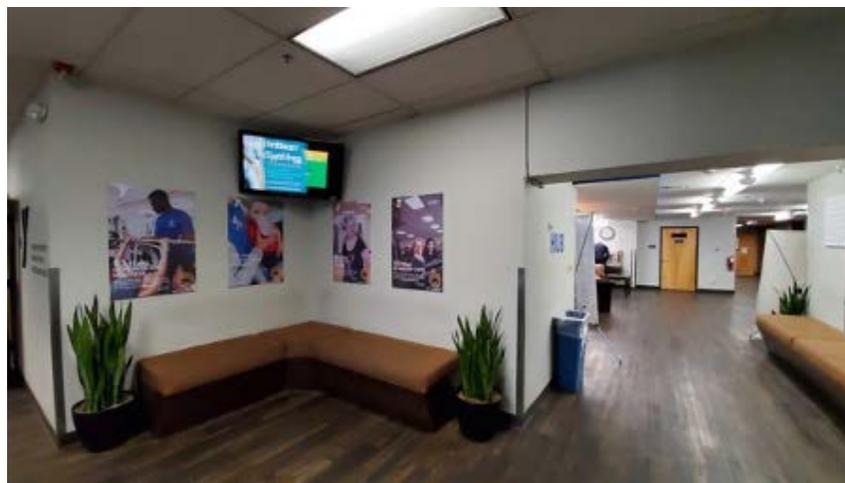


3rd FLOOR





Photograph of the outside of the main YMCA building



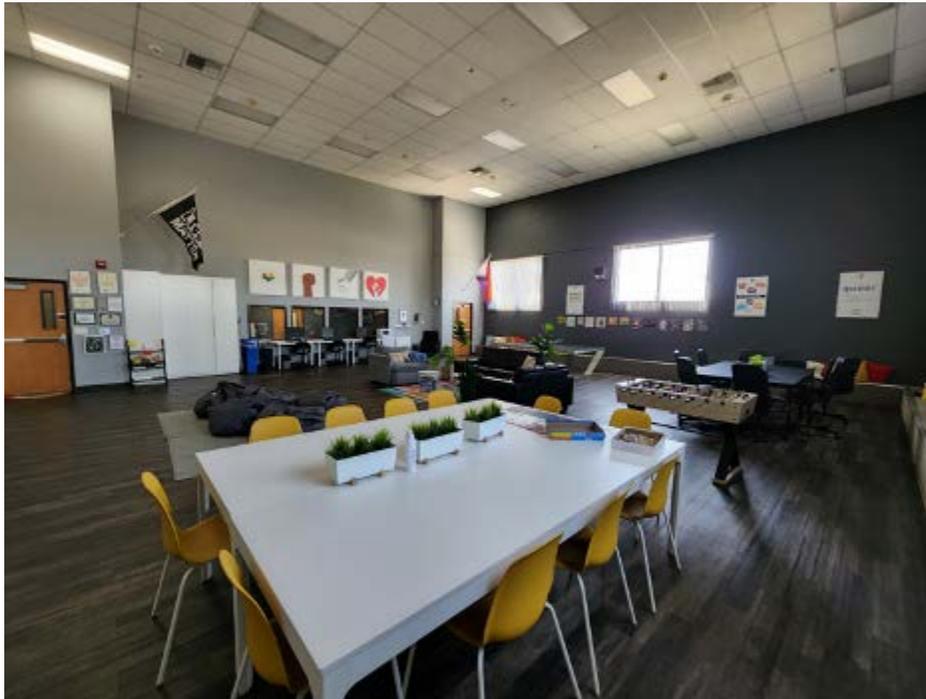
Photograph of the inside of the main YMCA building



Photograph of the pool facilities inside the main YMCA building

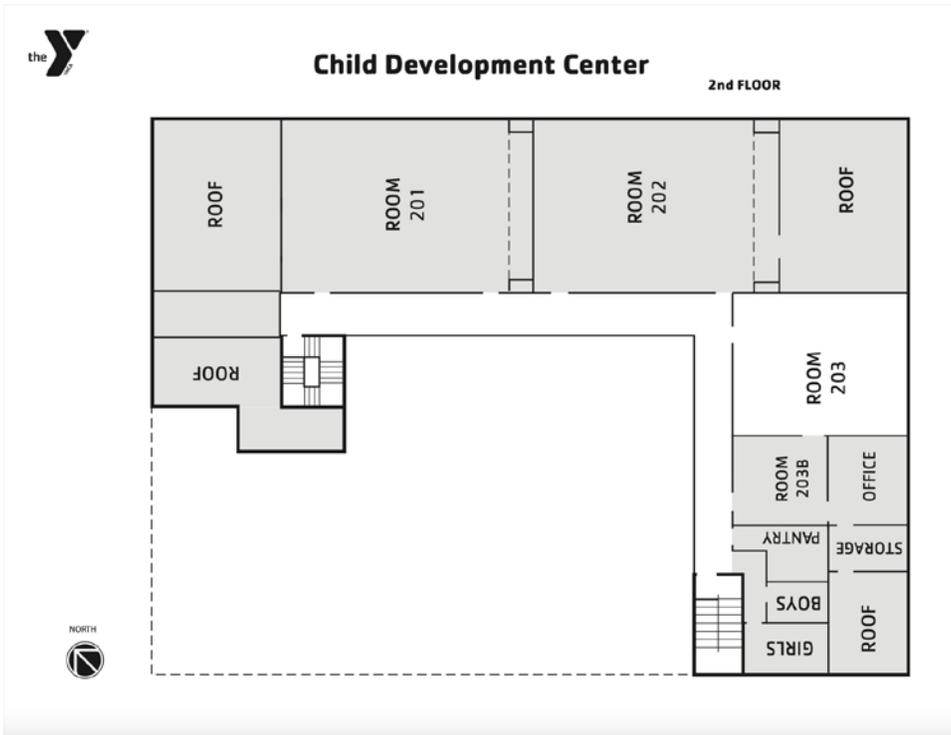
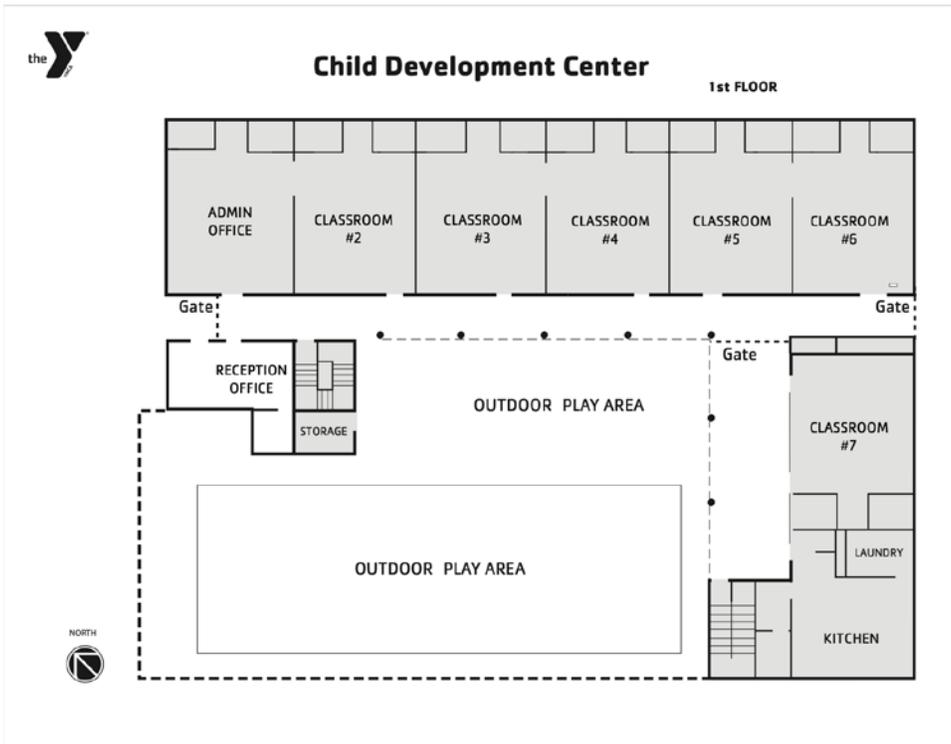


Photograph of one of the workout spaces inside the main YMCA building



Photograph of the Social Impact Center inside the main YMCA building

Child Development Center



BURBANK YMCA CHILD CARE					
AREA SQUARE FOOTAGE					
LINE	LENGTH	WIDTH	ROOM / AREA		3/24/2008
1	20	48	TODDLER PLAY AREA	960	960
2	40	105	LARGE PLAY YARDS (2)	4,200	4,200
3	24	42	LUNCH AREA	1,008	1,008
4			ACTIVITY AREAS NOT INC WALKWAYS		6,168
5			1ST FLOOR		
6	12	23	FRONT OFFICE	276	276
7	7	7	FRONT OFFICE REST ROOM	49	49
8	11	11	NORTH STAIRWELL	121	121
9	12	7	NORTH STORAGE ROOM	84	84
10	5	8	BATHROOM	40	
11	5	8	STORAGE CLOSET	40	
12	5	7	SINK AREA	35	
13			ROOM 1-7 TYPICAL AREA		115
14	23	23	ROOM 1 + BATHROOM/CLOSET/SINK AREA	529	644
15	23	23	ROOM 2 + BATHROOM/CLOSET/SINK AREA	529	644
16	23	23	ROOM 3 + BATHROOM/CLOSET/SINK AREA	529	644
17	23	23	ROOM 4 + BATHROOM/CLOSET/SINK AREA	529	644
18	23	23	ROOM 5 + BATHROOM/CLOSET/SINK AREA	529	644
19	23	23	ROOM 6 + BATHROOM/CLOSET/SINK AREA	529	644
20	24	23	ROOM 7 + BATHROOM/CLOSET/SINK AREA	552	667
21	18	23	KITCHEN	414	478
22	8	8	KITCHEN ENTRY	64	
23	12	8	KITCHEN LAUNDRY & STORAGE ROOM	96	96
24	6	8	KITCHEN RESTROOM	48	48
25	6	8	KITCHEN RESTROOM HALL STORAGE	48	48
26	18	8	SOUTH STAIRWELL	144	144
27	3	17	ELECTRICAL & PHONE CLOSET	51	51
28			*1ST FLOOR TOTAL		5,926
29			2ND FLOOR		
30	41	31	ROOM 201	1,271	1,271
31	4	29	201 STORAGE CLOSET	116	116
32	41	31	ROOM 202	1,271	1,271
33	5	29	202 STORAGE CLOSET	145	145
34	32	20	ROOM 203	640	640
35	32	18	OFFICE & LOUNGE	576	576
36	12	8	ALLISONS OFFICE	96	96
37	11	9	FOOD SERVICE	99	99
38	15	16	BOYS & GIRLS RESTROOM	240	240
39			*2ND FLOOR TOTAL		4,454
40			*1ST & 2ND FLOORS AREAS DO NOT INCLUDE OUTSIDE HALLWAY & WALKWAYS		
41			TOTAL PER CLARK EARL & ASSOC. 8-14-87		
42			FIRST FLOOR AREA		6,875
43			SECOND FLOOR AREA		4,881
44			TOTAL FLOOR SPACE		11,756
45			SITE COMMON PLAY YARDS		7,875
46			LOT SIZE		14,750
47					
48		150	2nd fl walkway rough guess	\$ 8.00	\$ 1,200.00
49					
50					
51					

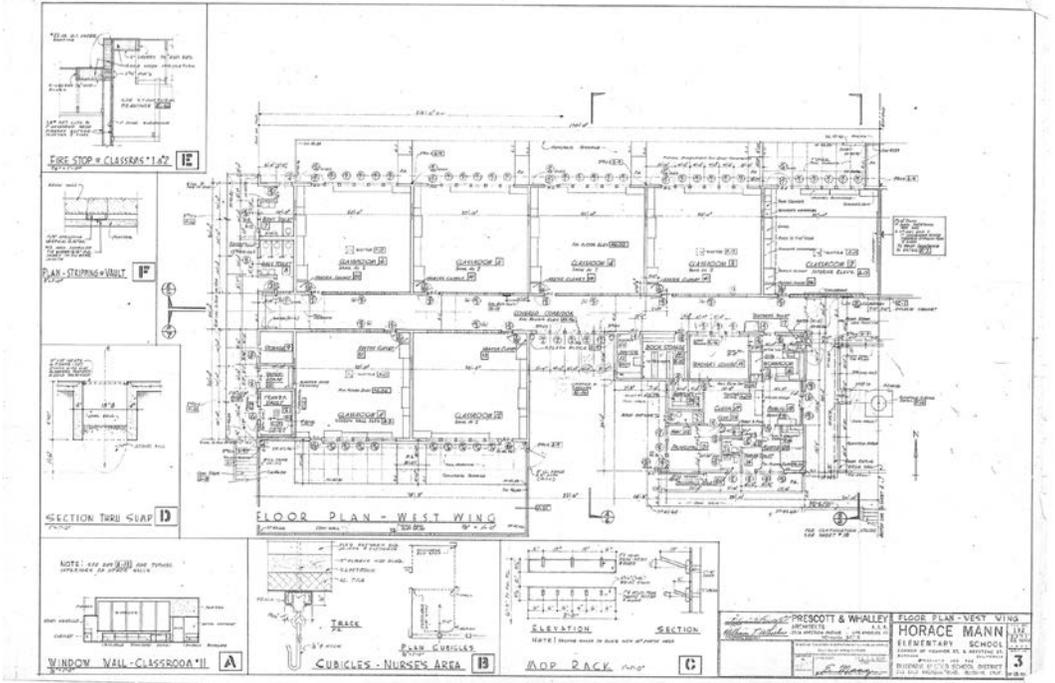
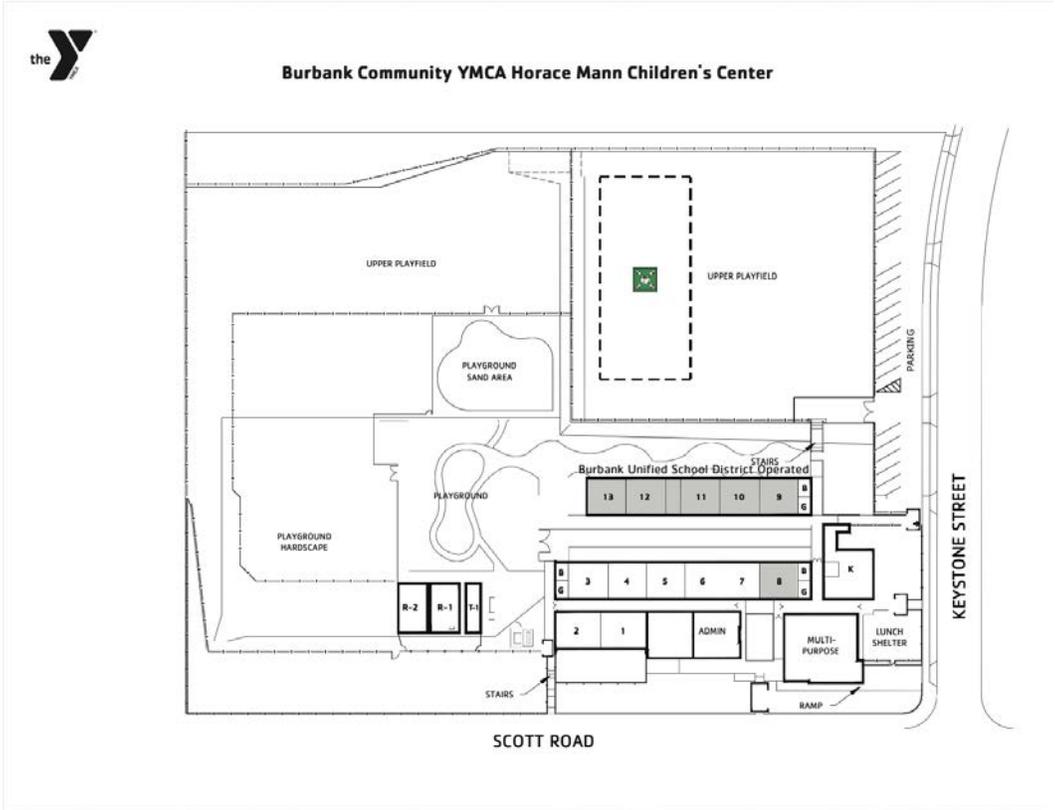


Photograph of the outside of the Child Development Center



Photographs of children playing inside and outside of the Child Development Center

Horace Mann Child Development Center





Photograph of the front of the Horace Mann Child Development Center



Photograph of the back of the Horace Mann Child Development Center



Photographs of the outside of the Horace Mann Child Development Center

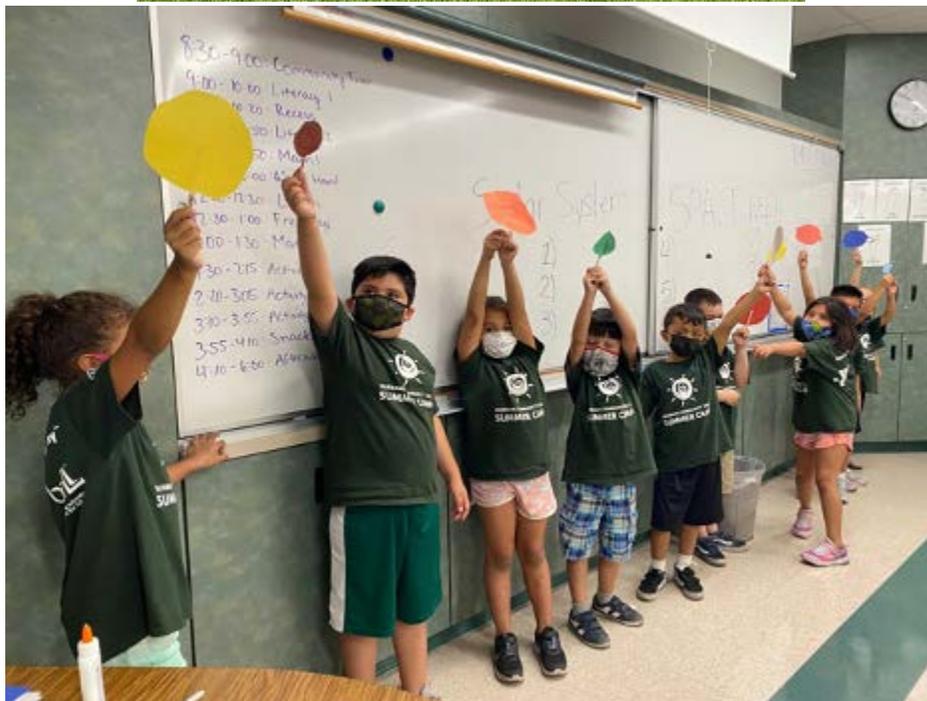
Learn, Grow, Thrive (Emerson Elementary/Luther Burbank Middle)



Photograph of the outside of Emerson Elementary



Photograph of the outside of Luther Burbank Middle School



Photographs from the Learn, Grow, Thrive program

Brace Canyon Park



Photographs of the facilities at Brace Canyon Park

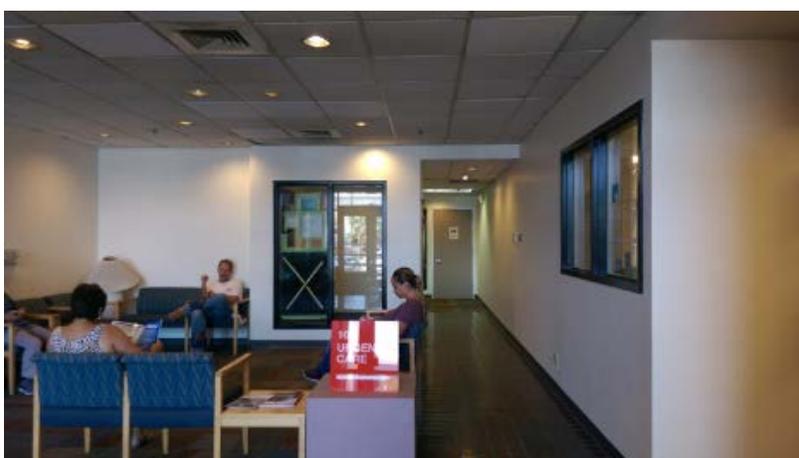
The Annex



Photograph of the inside of the Annex



Photograph of the kitchen inside the Annex



Photograph of the inside of the Annex

Appendix G: Venue Benchmarking

Venues With Over 200 Seats

Name	Category	Location	Seat Count	Programming	Average Admission Prices	Rental Fees	Minimum Average Daily Rate	Website
"Landmark Theater"	Operator	Beverly Hills	2000	N/A	N/A	\$1,000/hr with 6 hour minimum	\$6000.00	https://www.peerspace.com/pages/listings/62cf3a682499a10273b86034?sor_t_order=1
"Iconic Hollywood Theater"	Operator	Hollywood	200	N/A	N/A	\$650/hr with 4 hour minimum	\$2600.00	https://www.peerspace.com/pages/listings/614abb608c75a3000c3b66c4?sor_t_order=4
"Vintage Downtown Inglewood Theater"	Operator	Inglewood	300	N/A	N/A	\$400/hr with 4 hour minimum	\$1600.00	https://www.peerspace.com/pages/listings/5fc7cae23b751000c09aa29?sor_t_order=2
Colony Theater	Equity	Burbank	266	The Colony continues to produce and program innovative, cutting edge shows and events appropriate for all ages, while being a launching pad for Broadway and Off- Broadway shows, as well as a performing destination for LA and Broadway's brightest stars and productions, a space for top casting directors to cast, filmmakers to shoot, and the community to engage.	Ticket prices for upcoming production of Calvin Berger are \$55.	\$10,000/week or \$1,500/day	\$1,500.00	https://www.colonytheatre.org/
El Portal Theater: Mainstage	Operator	North Hollywood	360	Variety of different shows, from comedy to live music to solo shows to plays or musicals. Variety of rental purposes.	\$25-40 on average, but some shows have tickets ranging from \$65-90	Mainstage single day: \$3,500 plus labor	\$3,500.00	https://elportaltheatre.com/

Canyon Theatre Guild	Community	Santa Clarita	277	9-show season. Classic big musicals mixed with some lesser known comedies. They also have youth workshops, costing approx \$350 each.	Their upcoming shows tickets range from \$25-50; it is not a part of their season. The show after that, which is a part of their season, has \$19 student tickets and \$23 adult tickets. They also offer memberships ranging from \$99-\$1,000.	Venue not open to outside renters	N/A	https://www.canyontheatre.org/
Morgan Wixson	Community	Santa Monica	225	A cultural hub providing a wide ranging, fully inclusive theatrical experience for the community. Mix of adult only and youth productions. Also offer performing arts workshops (mainly for kids but one for adults as well) costing \$300-425 per a "semester." They run out of their own venue that they own.	General admission for their upcoming show ranges from \$12-15. It says they offer subscriptions/memberships but it's a dead link on their site.	Does not allow public performances from other producing companies	N/A	https://www.morgan-wixson.org/
AVERAGE DAILY RATE							\$3040.00	
25% DISCOUNTED DAILY RATE							\$2280.00	

Venues With Under 100 Seats

Name	Category	Location	Seat Count	Programming	Average Admission Prices	Rental Fees	Minimum Average Daily Rate	Website
Actors Co-Op Theatre Company	Equity	Los Angeles	99	Christian Theatre with equity membership (so AEA members can perform without a contract). Spring season has two plays. Company members can also produce shows and they have mention of shows that can tour to you.	Their upcoming co-op (member produced) show is \$10 +\$1 fee. Their plays from the main season do not have ticket prices listed yet.	N/A	N/A	https://www.actorsco-op.org/
Greenway Court Theatre/Greenway Arts Alliance/Fairfax High School Theater	Equity	Los Angeles	99	Greenway has opened its door to many main-stage productions, weekly open mic poetry, festivals and world premieres that have moved to larger venues and toured across the country. Greenway also hosts student productions, internships and workshops through the Greenway Institute for the Arts.	Currently has an open mic poetry every Tuesday w/ a \$10 donation	N/A	N/A	https://greenwaycourtheatre.org/
Fountain Theatre	Equity	Los Angeles	83	Year-round season of fully-produced plays, presenters of Flamenco in Los Angeles, and educational outreach programs.	Their upcoming show runs 28 performances with tickets available for \$27.50-49 including fees and \$5 for parking (cash). They also offer a "fountain theatre flex pass" that comes with free parking, vip seatings, and 4 tickets to use as they please with no restrictions, blackouts, fees, or expiration dates for \$120	N/A	N/A	https://www.fountaintheatre.com/

Kentwood Players at Westchester Playhouse	Community	Los Angeles	80	Since 1950 Kentwood Players has been presenting high quality theatre at affordable prices. We performed at various venues throughout the 1950's but Westchester Playhouse became our home in 1961. Our theater has undergone many improvements and modifications throughout the last 60+ years. Come to our theater and check out one of our latest improvements - our brand new air filtration system generating comfort and safety in all seasons!		N/A	N/A	https://www.kentwoodplayers.org/
Skylight Theatre	New Works	Los Angeles	70	Most recent season produced three world premiere plays. They also have various opportunities available for new playwrights to have a community and get their work produced. Goal is to be a launching ground for new artists (playwrights?).	Their most recent event was free. It states on their site they have a limited number of \$20 discount tickets during their normal season, so it's safe to assume tickets are usually more than \$20.	N/A	N/A	https://skylighttheatre.org/
El Portal Theater: Forum	Operator	North Hollywood	74	Variety of different shows, from comedy to live music to solo shows to plays or musicals. Variety of rental purposes.	\$25-40 on average, but some shows have tickets ranging from \$65-90	Monroe Forum: \$1000/day plus labor	\$1000.00	https://elportaltheatre.com/
"Theater Stage and Auditorium with large LED Screen"	Operator	San Gabriel	70	N/A	N/A	\$150/hr with 5 hour minimum	\$750.00	https://www.peerspace.com/pages/listings/632a65bea88a46000f75c99b?sort_order=9
Victory Center Theater	New Works	Burbank	93	They have their own shows they produce and rent the theatre out, it appears mainly for other theatrical productions. They also have an acting studio, offering two classes that meet weekly or twice a week and two classes that are offered twice yearly.	Their upcoming mainstage has \$25 general admission and \$40 preferred seating. No upcoming shows in little victory, so prices are n/a.	\$560 per performance, \$40 an hour for Rehearsal	\$560.00	https://www.thevictorytheatrecenter.org/

Broadwater	Operator	Hollywood	99	Home of Sacred Fools theater company and affiliated with the Hollywood Fringe Festival. Many rentals such as one person shows, showcases, full on musical or play productions, movie nights, comedy, improv, readings, etc.	Ticket prices range based on the production house that rents the space, \$10-\$40 in December-March.	\$550 (discounted flat rate for the entire day) \$250-\$350 (evening rates for Mon-Thu) \$575 (evening performance) \$425 (matinee performance, flat mid-week rate)	\$500.00	https://www.thebroadwaterla.com/
"Elegant and Affordable Theater"	Operator	North Hollywood	60	N/A	N/A	\$100/hr with 4 hour minimum	\$400.00	https://www.peerspace.com/pages/listings/6177853f84ac3300eae2960?sort_order=14
"Enchanting Theatre in Larchmont Village"	Operator	Larchmont Village	50	N/A	N/A	\$100/hr with 4 hour minimum	\$400.00	https://www.peerspace.com/pages/listings/5a57ecd98f71e2b1006aa356?sort_order=15
Two Roads Theatre	Operator	North Hollywood	58	Equity-waiver playhouse, available for professional plays and productions, live comedy and music shows, film screenings, seminars, classes, workshops, private parties and more.	Ticket prices range based on the production house that rents the space, upcoming shows in January and February are \$25.	\$250 for matinee slot, \$500 for evening slot, 4 hours per slot often willing to negotiate	\$375.00	http://www.lifebookacting.com/tworoadstheater/

Zephyr Theatre	Operator	Hollywood	74	Hosting plays, musicals, reading, meetings, auditions, screenings, comedy, improv, filming, and performance-based classes.	Ticket prices range based on the production house that rents the space, \$20-\$25 in January and February.	\$2200 a weekend which includes 3 performances a weekend and a week of daytime tech prior to opening Additional costs: security deposit (\$500) plus two types of insurance	\$315.00	https://www.zephyrtheatre.com/
"Noho Arts District Theatre"	Operator	North Hollywood	60	N/A	N/A	\$100/hr with 3 hour minimum	\$300.00	https://www.peerspace.com/pages/listings/63576bf9ab68cd000ef144f6?sort_order=33
LA Connection Comedy	Improv	Burbank	80	Improv shows, classes, and workshops. Can also rent the theatre for "Reservations/ Birthdays/ Group Rates/ Camps/ Corporate Events/ Kids/ Teens/ Adult/ Performance Groups."	All upcoming shows are \$10	\$200/day	\$200.00	http://laconnectioncomedy.com/
"Black Box Theatre in East Hollywood"	Operator	Hollywood	99	N/A	N/A	\$99/hr with 2 hour minimum	\$198.00	https://www.peerspace.com/pages/listings/5bd223adbfec8d000c4c697a?sort_order=6
"Beverly Grove/Fairfax Intimate 50 Seat Theater"	Operator	Central LA	50	N/A	N/A	\$95/hr with 2 hour minimum	\$190.00	https://www.peerspace.com/pages/listings/628cc6b3c986d7000e9885ec?sort_order=11
"Black Box Theatre In The Heart Of Sherman Oaks"	Operator	Sherman Oaks	45	N/A	N/A	\$80/hr with 2 hour minimum	\$160.00	https://www.peerspace.com/pages/listings/62bd5fe1fa7311000e22916f?sort_order=9
"Intimate Black Box Theater"	Operator	Hollywood	50	N/A	N/A	\$79/hr with 2 hour minimum	\$158.00	https://www.peerspace.com/pages/listings/5a961d162022f55600ce40a6?sort_order=1
AVERAGE DAILY RATE							\$393.29	

25% DISCOUNTED DAILY RATE							\$294.96	
--	--	--	--	--	--	--	-----------------	--

Appendix H: Letters from Partners

Arts Organizations

Musicians at Play

MAP BOARD 2022/23

APRIL WILLIAMS
President & Founder, MAP

DON WILLIAMS
Co-founder

ANTHONY PARNTHER
Conductor
Educational & Artistic Music Director

JAMIE YOUNG-EKE
Senior Account Manager, Audacy,
Los Angeles, Vice President

NICOLINA LOGAN
Classical Musician
Secretary, MAP

CARLOS CASTRO
CPA & Treasurer, MAP

STACI GRIESBACH
Musical Artist and Producer

SEAN HUGHES
Founding MAP board member,
Writer

JONATHAN LARR
Attorney and Founder,
Icarus Law

JIM GOLDEN
VP Global Sales Flentis Corp.

WENDY STACKHOUSE
Educational Services Representative
Bertrand's Music

CYNTHIA PEASE
Managing Director

MUSIC ADVISORY BOARD

Johnny Mandel
Patrick Williams (2018)
Michael Giacchino
Peter Erskine
Ron Jones
John Beasley
Bill Holman
Bob Mintzer
William Ross
Dave Black
Tom Pease
Jeff Whiteman
Jan McElwee Osborn
Thomas E. Backer PhD
Raj Mallikarjuna
Susan Francisco



Musicians at Play
FOUNDATION

January 23, 2023

Lisa Sedares
President & Resident Music Director
www.conundrumtheatreco.com
@conundrumtheatreco

Dear Lisa,

The Musicians at Play Foundation partners with schools, businesses, non-profit organizations and social service agencies to engage the community at large through public music concerts and Arts Education mentorship programs aligned with California Visual and Performing Arts standards.

MAP is dedicated to providing access to music education and appreciation in order to engage, elevate, educate and employ students through career pathway training and apprenticeships.

MAP hereby requests an ongoing agreement with Conundrum Theatre Company to present musical concerts that would include big band and jazz programs on a monthly basis to engage the Burbank Community. While we have an ongoing relationship with BUSD, we would like to expand our presence with the community at large. All our programs and events are produced to sell out audiences with ongoing requests for repeat performances. The John Williams musical artists are celebrities in their own right and have large followings.

You have our direct support in accordance with your submission to produce from the Colony. We can also speak for the members of the AFM47 union as the Center Stage provides an excellent performance venue for music.

We believe this agreement would result in on mutual financial success for years to come. Past evidence of such successes can be confirmed by reviewing our relationships with The Alex Theatre, The Ford Theatre, Vitello's and Catalina's.

To learn more about the Musicians at Play Foundation please visit our website at www.musiciansatplay.org.

Warm regards,



The Musicians at Play Foundation is a 501C3 non-profit organization formed to change lives through the power of music by supporting music education in underserved schools and by providing adults, children, families and communities access to our musical heritage through "live" performing arts presentations and educational events. Gifts are tax-deductible as allowed by law. Nonprofit tax EIN #47-3332460

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January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

We are excited to see that the City of Burbank has released a request for proposal for use of the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming. We, the undersigned arts organizations and performance venues in Burbank and the surrounding area, are pleased to support the application by the Burbank YMCA for their innovative proposal, which promises to create a first-of-its-kind true community space in Burbank.

The YMCA's proposal promises to activate the Burbank Center Stage with a slate of programming that will appeal to all audiences at affordable prices including educational events in partnership with Burbank Unified School District, live theatrical and movie events, a space for visual arts, social and community building programs, and special speakers and celebrations to highlight the diverse cultures and interests in the city. In short, the YMCA is proposing a true community center that will encourage arts investment in Burbank and will give those who live or work in Burbank ample opportunities to spend more time and money in Burbank.

The greater Los Angeles area is challenging when it comes to finding a venue that can support arts and audiences in a sustainable way. As a result of the Equity 99-seat waiver program, the vast majority of theaters in Los Angeles are under 99 seats, making it difficult to bring in large audiences. In addition, most of these spaces are difficult to book for long runs, furthering the challenges to breaking even and meeting audience demands. Larger spaces are even more challenging as they are largely either dedicated to major Broadway level tours or productions (like the Pantages or the Ahmanson) or are home to their own production company and not open to outside groups (Antaeus Theater Company, Pasadena Playhouse, A Noise Within). Further, most of the venues are for-profit, not community-based, and therefore look for the highest spender rather than focusing on creating community-driven programming.

This dearth of affordable venues leaves arts and community groups with very few options when booking a show. Booking a show in a small (and often expensive) space means a reduced ability to serve enough interested community members due to short runs and low seat count. Booking a large and incredibly expensive venue means requiring incredibly high ticket prices just to break even, which prices out key segments of the local community. As a result, quality, affordable programming is almost impossible to find in Los Angeles.

The YMCA's plan is a bold departure from the Los Angeles norm and promises to make Burbank a hub for the arts. By shifting from a flat rental model, which is often impossible to meet sustainably, the YMCA's plan allows for flexibility through revenue sharing. Not only does this make it easier to mount productions, but the YMCA's membership plus the affordable ticket policy means that audiences will similarly be drawn to productions mounted at Burbank Center Stage. Diverse, affordable programming is a benefit to arts and community groups *and* a benefit to the communities they serve.

We are further in support knowing that Conundrum Theatre Company will be the home company of Burbank Center Stage under this plan. Conundrum has a strong reputation for being inclusive and collaborative with local businesses and other arts organizations. Their slate of productions will quickly attract audiences and volunteers and will help other groups like us benefit from a positive reputation for community and quality. We also prioritize our positive reputation and find it imperative to align ourselves with other community-focused organizations like Conundrum and the YMCA.

Arts and cultural or community groups largely exist not for profit but for public benefit. Thus, we reiterate our full support for the YMCA and Conundrum Theatre Company in building a true community hub for arts and education at the Burbank Center Stage.

Signed,

Cynthia Pease

Managing Director
Musicians at Play Foundation, Inc.

818 257 0733

NCo Creations

January 13, 2023

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Arts and cultural or community groups largely exist not for profit but for public benefit. Thus, we reiterate our full support for the YMCA and Conundrum Theatre Company in building a true community hub for arts and education at the Burbank Center Stage.

Signed,



Nathan Cohen
Artistic Director
NCo Creations

The Victory Theatre Center

January 23, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

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Signed,

Maria Gobetti

Maria Gobetti
Artistic Director
The Victory Theatre Center
818-766-6944/818-438-1823
thevictory@mindspring.com



new musicals inc.

January 24, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

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NMI/New Musicals Inc. - 5628 Vineland Ave. - North Hollywood, CA 91601
818.506.8500 - admin@nmi.org



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Signed,

Elise Dewsberry
Artistic Director
New Musicals Inc.
elise@nmi.org
www.nmi.org



8721 Santa Monica Boulevard
P.O. Box #654
West Hollywood, CA 90069

January 24, 2023

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[f @GALASLos Angeles](#) [i @galas_LA](#) [t @galasLA](#)
galasboard@gmail.com | galasla.org



8721 Santa Monica Boulevard
P.O. Box #654
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Signed,

GALAS | LGBTQ+ Armenian Society

Board of Directors

Erik Adamian

Nadia Sarkissian

Shant Jalrossian

Marina Terteryan

Natalia Sookias

[f @GALASLos Angeles](#) [i @galas_LA](#) [t @galasLA](#)
galasboard@gmail.com | galasla.org

Thespionest Theatre Company

January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

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Signed,



Artistic Director & Owner of Thespionest Theatre Company

LA Contemporary Dance Company/Stomping Ground LA

1/24/23



To Whom It May Concern:

My name is Kate Hutter Mason, and I am writing to endorse and support the proposal by the Burbank YMCA for the use and management of programming for the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming.

I am the co-founder of L.A. Contemporary Dance Company, a non-profit repertory dance company serving Los Angeles for 18 years, as well as the owner and operator of a community arts center in East Los Angeles / El Sereno called Stomping Ground L.A. I am also a parent of two children who have attended the Burbank YMCA Children's Development Center and main YMCA recreational facility for the past 6 years. I believe artistic experiences are integral to a healthy community. They develop one's intellectual and emotional range, embolden our ability to be vulnerable, build bridges between people with empathy and understanding, and provide an opportunity for people of all ages to connect, commune, and engage emotionally and physically through both imagined and real experiences. Spaces and organizations that create environments for people to safely explore their voice, artistry, and share their stories authentically are at the core of building compassionate societies.

The Burbank YMCA has a proven track record of serving Burbank with outstanding recreational and educational programming for families, and has been a progressive leader in serving the LGBTQIA community and youth that too often feel disenfranchised or too fringe for inclusion as part of major institutions. The proposal to serve as part of the arts programming and management of the Burbank Center Stage is not only something I feel the Board of Directors, administrators, and staff are capable of, but will excel at from sourcing feedback and input from the community, to identifying key talent and leadership to take part, and organizing the offerings in a way that is easily accessed and afforded by families throughout the city.

I also see great potential in working with the school district and other local non-profits to bring to life the theater with ongoing family-centric performances, workshops, classes, and creative conversations that enliven, inspire, and engage multi-generational audiences and lifelong learners. I hope to see these programs come to fruition and be entrusted to the visionary leadership and amazing team at the Burbank YMCA.

Please let me know if you have any further questions or need further input at this time. Thank you for the opportunity to voice my support!

A handwritten signature in black ink, appearing to read "Kate Hutter Mason", with a long, sweeping underline.

Kate Hutter Mason

Board President, L.A. Contemporary Dance Company | www.lacontemporarydance.org
Owner, Stomping Ground L.A. | www.stompinggroundla.org

The Nitecap

January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

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Signed,

Aaron Miner

THE NITECAP
2200 W Burbank Blvd
STE B
Burbank, CA 91506
818-457-9983

Somos Familia Valle



January 25, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

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Sincerely,
Kevin Al Perez
Preside/ Co-Founder
Somos Familia Valle
(818) 669-2535
kevin@somosfiliavalle.org

A handwritten signature in black ink, appearing to read "Kevin Al Perez", is written over the typed name and contact information.

Art Time Presents

January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

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Art Time Presents

TACO LA

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The greater Los Angeles area is challenging when it comes to finding a venue that can support arts and audiences in a sustainable way. As a result of the Equity 99-seat waiver program, the vast majority of theaters in Los Angeles are under 99 seats, making it difficult to bring in large audiences. In addition, most of these spaces are difficult to book for long runs, furthering the challenges to breaking even and meeting audience demands. Larger spaces are even more challenging as they are largely either dedicated to major Broadway level tours or productions (like the Pantages or the Ahmanson) or are home to their own production company and not open to outside groups (Antaeus Theater Company, Pasadena Playhouse, A Noise Within). Further, most of the venues are for-profit, not community-based, and therefore look for the highest spender rather than focusing on creating community-driven programming.

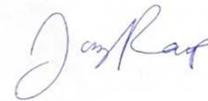
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The YMCA's plan is a bold departure from the Los Angeles norm and promises to make Burbank a hub for the arts. By shifting from a flat rental model, which is often impossible to meet sustainably, the YMCA's plan allows for flexibility through revenue sharing. Not only does this make it easier to mount productions, but the YMCA's membership plus the affordable ticket policy means that audiences will similarly be drawn to productions mounted at Burbank Center Stage. Diverse, affordable programming is a benefit to arts and community groups *and* a benefit to the communities they serve.

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Signed,



Jazmine Rampas | Director
Terrible Adult Chamber Orchestra, Los Angeles (TACO LA)
tacola.org | tacojazmine@gmail.com

January 13, 2023

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Signed,



Tom Pease
Director, VocArte Chamber Choir

A Star Is Born Parent & Me

January 13, 2023

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I am excited to see that the City of Burbank has released a request for proposal for use of the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming. I, the undersigned Founder of A Star is Born: Broadway Parent and Me, am pleased to support the application by the Burbank YMCA for their innovative proposal, which promises to create a first-of-its-kind true community space in Burbank.

The YMCA is proposing a true community center that will encourage arts investment in Burbank and will give those who live or work in Burbank ample opportunities to spend more time and money in Burbank.

This dearth of affordable theatrical venues in Los Angeles leaves arts and community groups with very few options when booking a show or hosting a class for the community in an actual theatre space!

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Signed,



Anne Hayden (she/her)
Founder, A Star Is Born
917-576-4585
www.broadwayparentandme.com

14/48 Hollywood

January 13, 2023

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Signed,



14/48 Hollywood Founding Producer



14/48 Hollywood Founding Producer

Burbank Arts and Education Foundation

Arthur St. Germain

524 S Griffith Park Dr
Burbank, CA 91506
(818) 621-3278
artstgermain@gmail.com

31st January 2023

Burbank Parks & Rec, Burbank civic leaders

Dear BurbankParks & Rec representatives and Burbank civic leaders,

I am writing this letter to enthusiastically endorse the Burbank YMCA's proposed program to bring diverse educational, cultural, social, and recreational programming to the Burbank Center Stage space.

As a former board member of the Burbank Arts & Education Foundation, I can assure you that our community's focus on the arts is unparalleled across the country. Nowhere else has the unique combination of studios, filmmakers, artists, actors, painters, and multidisciplinary artists living and working within the city limits. It is essential that we help this community thrive by introducing these prolific arts to the city's youth. The Burbank YMCA proposal is truly incredible and will change the landscape of youth arts education in Burbank, with equity for all.

No one in Burbank could question the Burbank YMCA's sincerity, tenacity, and ability to uplift the entire community through large-scale projects and programs like youth day care, basketball leagues, and the annual Turkey Trot. They are well-equipped to bring new life to the Burbank Center Stage space, and I can't think of a better community partner for the city in this endeavor.

Sincerely,

Arthur St. Germain

The StageCrafts

January 13, 2023

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Signed,



Gregory Crafts
Owner, The StageCrafts
(323) 591-4849
Gregory.Crafts@TheStageCrafts.com
www.TheStageCrafts.com

Individual Artists/Community Members

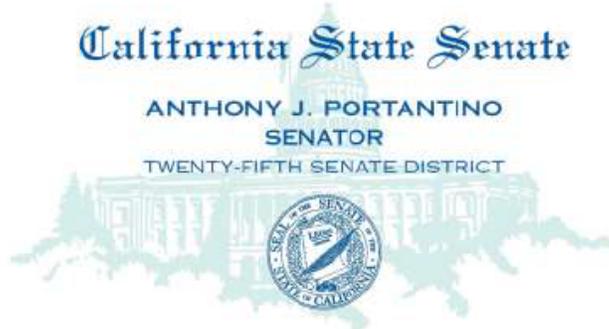
Senator Anthony J. Portantino

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1021 O STREET
SUITE 7630
SACRAMENTO, CA 95814
TEL (916) 651-4025
FAX (916) 651-4925

GLENDALE DISTRICT OFFICE
601 EAST GLENDALES BLVD.
SUITE 210
GLENDALE, CA 91207
TEL (818) 409-0400
FAX (818) 409-1256

SATELLITE OFFICE
201 EAST BONITA AVE.
SAN DIMAS, CA 91773
TEL (909) 599-7351
FAX (909) 599-7692

SENATOR.PORTANTINO@SENATE.CA.GOV



COMMITTEES
APPROPRIATIONS
CHAIR
BANKING & FINANCIAL INSTITUTIONS
GOVERNMENTAL ORGANIZATION
INSURANCE

SELECT COMMITTEES
CALIFORNIA, ARMENIA & ARTSAKH
MUTUAL TRADE, ART, AND
CULTURAL EXCHANGE
CHAIR

January 27, 2023

Hon. Konstantine Anthony
Mayor, City of Burbank
275 East Olive Ave.
Burbank, CA 91502

RE: Burbank Community YMCA

Dear Mayor Anthony,

I write in support of the Burbank Community YMCA's proposal for the Burbank Center Stage.

Since 1924, the Burbank Community YMCA has provided opportunities for children, adults and families to lead a healthy life while collaborating with community stakeholders to offer programs that emphasize social responsibility. If tasked with operating the Burbank Center Stage, the YMCA would work alongside Conundrum Theatre Company, who will serve as the resident company overseeing arts programming.

The YMCA's proposal reimagines the Burbank Center Stage as a visual arts space and a setting for live theatrical and movie events, social and community programs, and events celebrating our city's cultural diversity. Through partnerships with the Burbank Unified School District, the YMCA hopes to incorporate educational events that enrich the lives of our youth through the performing arts. Guided by a model that focuses on community engagement, the Burbank Community YMCA and Conundrum Theatre Company ultimately seek to launch affordable programming for all ages, reducing barriers to access for both artists and audiences.

I thank you for your consideration of the Burbank Community YMCA's proposal to assume operations of the Burbank Center Stage.

Respectfully,

Hon. Anthony J. Portantino
Senator, 25th District

Dan Gonda

January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

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Signed,



Dan Gonda
Musician
213 249 8281
djgonda@hotmail.com

Jonny Perl

January 13, 2023

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Signed,

Jonathan Perl 
Producer and Arts Educator
301-928-4577
Jonny.Perl@aol.com

Bianca Turner

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Signed,



Laser The Boy/The DoubleClicks

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This dearth of affordable venues leaves arts and community groups with very few options when booking a show. Booking a show in a small (and often expensive) space means a reduced ability to serve enough interested community members due to short runs and low seat count. Booking a large and incredibly expensive venue means requiring incredibly high ticket prices just to break even, which prices out key segments of the local community. As a result, quality, affordable programming is almost impossible to find in Los Angeles.

The YMCA's plan is a bold departure from the Los Angeles norm and promises to make Burbank a hub for the arts. By shifting from a flat rental model, which is often impossible to meet sustainably, the YMCA's plan allows for flexibility through revenue sharing. Not only does this make it easier to mount productions, but the YMCA's membership plus the affordable ticket

policy means that audiences will similarly be drawn to productions mounted at Burbank Center Stage. Diverse, affordable programming is a benefit to arts and community groups *and* a benefit to the communities they serve.

We are further in support knowing that Conundrum Theatre Company will be the home company of Burbank Center Stage under this plan. Conundrum has a strong reputation for being inclusive and collaborative with local businesses and other arts organizations. Their slate of productions will quickly attract audiences and volunteers and will help other groups like us benefit from a positive reputation for community and quality. We also prioritize our positive reputation and find it imperative to align ourselves with other community-focused organizations like Conundrum and the YMCA.

Arts and cultural or community groups largely exist not for profit but for public benefit. Thus, we reiterate our full support for the YMCA and Conundrum Theatre Company in building a true community hub for arts and education at the Burbank Center Stage.

Signed, 
Laser Malena-Webber
the Doubleclicks Productions

Roberta Grande Reynolds

January 26, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

I am excited to see that the City of Burbank has released a request for proposal for use of the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming. Over the past twenty plus years, I have been a supporter of the arts in Burbank through many volunteer service positions, from PTA organizations to the Board of Education. As Burbank Council PTA president I was blessed to be part of the original development of Burbank Arts for All. As a parent volunteer, I understand firsthand how important the performing arts have been in the lives of our Burbank students. I am excited to unequivocally support the application by the Burbank YMCA for their innovative proposal, which promises to create a first-of-its-kind true community space in Burbank.

The YMCA's proposal promises to activate the Burbank Center Stage with a slate of programming that will appeal to all audiences at affordable prices including educational events in partnership with Burbank Unified School District, live theatrical and movie events, a space for visual arts, social and community building programs, and special speakers and celebrations to highlight the diverse cultures and interests in the city. In short, the YMCA is proposing a true community center that will encourage arts investment in Burbank and will give those who live or work in Burbank ample opportunities to spend more time and money in Burbank.

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policy means that audiences will similarly be drawn to productions mounted at Burbank Center Stage. Diverse, affordable programming is a benefit to arts and community groups *and* a benefit to the communities they serve.

I am further in support knowing that Conundrum Theatre Company will be the home company of Burbank Center Stage under this plan. Conundrum has a strong reputation for being inclusive and collaborative with local businesses and other arts organizations. I have personally experienced the magic of their theatre presence and would be overjoyed to be able to enjoy their productions within our city. Their slate of productions will quickly attract audiences and volunteers and will help our local performance organizations to benefit from a positive reputation for community and quality. Our local organizations have worked hard to prioritize positive reputations and they will find it imperative to align ourselves with other community-focused organizations like Conundrum and the YMCA.

Arts and cultural or community groups largely exist not for profit but for public benefit. The City of Burbank has a long and dedicated history of dedication to projects of public benefit. Thus, as a lifetime resident of the City of Burbank I reiterate my full support for the YMCA and Conundrum Theatre Company in building a true community hub for arts and education at the Burbank Center Stage.

Signed,



Roberta Grande Reynolds

Former Burbank Council PTA President
Former First District PTA Reflections Chairperson
Former BUSD Board of Education Member
Current Board of Directors Member of the Burbank Community YMCA

Matthew Namik

January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

It is my pleasure to support The Burbank YMCA's proposal for the use of the Burbank Center Stage. The YMCA's promise to create a space for the arts, education, culture and recreational programming will positively enhance not only The City of Burbank, but also each resident and visitor's experience in the city as well.

As a member of the Los Angeles theatre and performing arts community, it is imperative that artists, like myself, have a space to create. The YMCA's plan to host Conundrum Theatre Company ("Conundrum") allows just that. I have been lucky enough to be involved in many areas of Conundrum's productions including the current production of "Seussical the Musical" where I have taken on the role of Assistant Director. Living as an artist in Los Angeles has its many obstacles especially in regard to live, performing arts. Conundrum's consistent programming of inclusive and accessible theatre has given a home to many artists from the community yearning for a place that not only provides space to perform, but a space to be educated in the arts and in other disciplines like music, directing, leadership, accounting/finance, social media advertising among so many other skills and also embraces and welcomes different cultures to lift them up and represent them in a city they may otherwise not be.

Conundrum Theatre Co. has quickly become one of my "go to" places whether it be for a rehearsal, workshop or community event. Because Conundrum is consistent in having an available project always ready to be worked on, I find myself happily busy and growing more as an artist with every visit to the theatre. It is a rare moment that Conundrum is inactive and hosting them at Burbank Center Stage would continue to produce more artists like myself who will continue to contribute to the rich values shared by the city of Burbank and The YMCA. I know that the Burbank YMCA and Conundrum Theatre Company will create more than a space; they will create a community.

Arts and cultural or community groups largely exist not for profit but for public benefit. Thus, I reiterate my full support for the YMCA and Conundrum Theatre Company in building a true community hub for arts and education at the Burbank Center Stage.

Signed,

Print Matthew Namik

Signature 

Amy Storkel

January 27, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

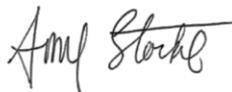
We are writing to support the application by the Burbank YMCA for use of the Burbank Center Stage, which promises to create a first-of-its-kind true community space in Burbank.

The YMCA's proposal will activate the Burbank Center Stage with a slate of programming that will appeal to all audiences at affordable prices including educational events in partnership with Burbank Unified School District, live theatrical and movie events, a space for visual arts, social and community building programs, and special speakers and celebrations to highlight the diverse cultures and interests in the city. In short, the YMCA is proposing a true community center that will encourage arts investment in Burbank and will give those who live or work in Burbank ample opportunities to spend more time and money in Burbank.

As a Burbank based business owner and a mother of two Burbank middle school students, I can see a great benefit to having a facility like this under the direction of the YMCA. I also see opportunities for my production company to potentially rent a location like this one for upcoming film projects or other events.

Thank you.

Signed,

A handwritten signature in black ink that reads "Amy Storkel". The signature is written in a cursive, flowing style.

Amy Storkel

Angelique Fustukjian

January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

We are excited to see that the City of Burbank has released a request for proposal for use of the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming. We, the undersigned arts organizations and performance venues in Burbank and the surrounding area, are pleased to support the application by the Burbank YMCA for their innovative proposal, which promises to create a first-of-its-kind true community space in Burbank.

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Signed,



Angelique Fustukjian
Burbank actor, writer, producer

Local Businesses

Lusanet Collective

continue to add value to the local economy.

When city governments invest in arts and culture initiatives, city economies grow and so do strong, vibrant communities. As a resident of Burbank and an active participant in the community, I strongly support the Burbank YMCA's proposal and thank the City of Burbank for demonstrating its commitment to continuing to grow and improve Burbank for residents, employees, employers, and tourists alike.

Signed,


Lusine Simonyan

Rotary Club of Burbank



January 24, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

We are excited to see that the City of Burbank has released a request for proposal for use of the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming. We, at The Rotary Club of Burbank Sunrise, the undersigned service organization, arts and performance venues in Burbank and the surrounding area, are pleased to support the application by the Burbank YMCA for their innovative proposal, which promises to create a first-of-its-kind true community space in Burbank.

The YMCA's proposal promises to activate the Burbank Center Stage with a slate of programming that will appeal to all audiences at affordable prices including educational events in partnership with Burbank Unified School District, live theatrical and movie events, a space for visual arts, social and community building programs, and special speakers and celebrations to highlight the diverse cultures and interests in the city. In short, the YMCA is proposing a true community center that will encourage arts investment in Burbank and will give those who live or work in Burbank ample opportunities to spend more time and money in Burbank.

The greater Los Angeles area is challenging when it comes to finding a venue that can support arts and audiences in a sustainable way. As a result of the Equity 99-seat waiver program, the vast majority of theaters in Los Angeles are under 99 seats, making it difficult to bring in large audiences. In addition, most of these spaces are difficult to book for long runs, furthering the challenges to breaking even and meeting audience demands. Larger spaces are even more challenging as they are largely either dedicated to major Broadway level tours or productions (like the Pantages or the Ahmanson) or are home to their own production company and not open to outside groups (Antaeus Theater Company, Pasadena Playhouse, A Noise Within). Further, most of the venues are for-profit, not community-based, and therefore look for the highest spender rather than focusing on creating community-driven programming.

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We are further in support knowing that Conundrum Theatre Company will be the home company of Burbank Center Stage under this plan. Conundrum has a strong reputation for being inclusive and collaborative with local businesses and other arts organizations. Their slate of productions will quickly attract audiences and volunteers and will help other groups like us benefit from a positive reputation for community and quality. We also prioritize our positive reputation and find it imperative to align ourselves with other community-focused organizations like Conundrum and the YMCA.

Arts and cultural or community groups largely exist not for profit but for public benefit. Thus, we reiterate our full support for the YMCA and Conundrum Theatre Company in building a true community hub for arts and education at the Burbank Center Stage.

Signed,

A handwritten signature in black ink that reads "Lynette Smith".

Lynette Smith
President Elect 23-24
Rotary Club of Burbank Sunrise

Finney's Craffhouse

January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

We are excited to see that the City of Burbank has released a request for proposal for use of the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming. We, the undersigned hospitality businesses located in Downtown Burbank, are pleased to support the application by the Burbank YMCA for their innovative proposal, which promises to create a first-of-its-kind true community space in Burbank.

The YMCA's proposal promises to activate the Burbank Center Stage with a slate of programming that will appeal to all audiences at affordable prices including educational events in partnership with Burbank Unified School District, live theatrical and movie events, a space for visual arts, social and community building programs, and special speakers and celebrations to highlight the diverse cultures and interests in our city. In short, the YMCA is proposing a true community center that will encourage arts investment in Burbank and will give those who live or work in Burbank ample opportunities to spend more time and money in our city.

This proposal will undoubtedly benefit all the businesses of Burbank. In fact, there has been significant research demonstrating the multiple positive impacts of a robust investment in arts programming.

- **Arts bring employment:** Industries that are planning relocation or expansion place great emphasis on a healthy cultural climate. In a past survey conducted by the Joint Legislative Committee on Cultural Affairs, 99% of the chief executive officers who were questioned stated that the availability of cultural activities in an area is an important consideration in choosing a new location. More arts mean more jobs.
- **Arts bring tourism:** The Travel Industry Association of America was commissioned by Partners in Tourism to add a series of questions to its January 2001 National Travel Survey. The purpose was to determine the length of time that travelers extend their trips because of cultural activities or events. According to the results, two-thirds (65%) of American adult travelers say they included a cultural, arts, heritage, or historic activity or event while on a trip of 50 miles or more, one-way, in the past year. This equates to 92.7 million cultural travelers. Of particular relevance, surveyed travelers chose live theater (23%), art galleries (21%), heritage or ethnic festivals (20%), and music concerts (19%) as key cultural events during travel—all events proposed by the YMCA.
- **Arts make communities safer:** Communities with arts and culture organizations are seen as safer by their residents; they bring residents closer together, and the arts act as a bridge between the community and police.
- **Arts bring tax revenues to cities:** The arts and culture generate tax revenue far beyond any government investment, adding dollars to city coffers and helping city budgets. For example,

the arts constitute a bigger share of America's GDP than construction or agriculture. And on average, for every dollar invested into the nonprofit arts, six dollars in taxes are generated.

- **Arts bring customers:** Arts also lift surrounding businesses. Every audience member who chooses to go to a show, movie or event at the Burbank Center Stage will also likely choose a nearby restaurant or bar before or after the show. Given the Center Stage's central location, these guests are also likely to visit the many shops in the mall and downtown Burbank. A steady slate of desirable programming in a centrally-located space will bring consumers to our businesses. This is a thrilling prospect as we all work to recover from the pandemic's lasting impact.

We are particularly enthusiastic about our support of the YMCA's bid to assume operations of the Burbank Center Stage because Conundrum Theatre Company will be the home company under this plan. Conundrum has a strong reputation for being inclusive and collaborative with local businesses and other arts organizations. Their commitment to high-quality, inclusive theater continuously draws audiences. Conundrum's board members, production teams, casts, and audiences have personally patronized our businesses and continue to add value to the local economy.

When city governments invest in arts and culture initiatives, city economies grow and so do strong, vibrant communities. As a business in Burbank, we strongly support the Burbank YMCA's proposal and thank the City of Burbank for demonstrating its commitment to continuing to grow and improve Burbank for residents, employees, employers, and tourists alike.

Signed,

Pricing, Rolando 1/26/2023

PR

Meghan Botley 1/26/23

Finney's Craffhouse Burbank

Urban Press Winery

January 27, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

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Signed,

 01/26/23
Giovanni DANDREA
Urban Press Winery (owner)

urbanpresswinery@gmail.com

Hilton Burbank

January 24, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

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Signed,

Carol Nunez
Alex Picado
Adriana Gonzalez

Los Angeles Valley College (LAVC) Rainbow Pride Center

January 24, 2023

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We are further in support knowing that Conundrum Theatre Company will be the home company of Burbank Center Stage under this plan. Conundrum has a strong reputation for being inclusive and collaborative with local businesses and other arts organizations. Their slate of productions will quickly attract audiences and volunteers and will help other groups like us benefit from a positive reputation for community and quality. We also prioritize our positive reputation and find it imperative to align ourselves with other community-focused organizations like Conundrum and the YMCA.

Arts and cultural or community groups largely exist not for profit but for public benefit. Thus, we reiterate our full support for the YMCA and Conundrum Theatre Company in building a true community hub for arts and education at the Burbank Center Stage.

Signed,

Natalie Guerrero, M.S.
Counselor/Coordinator
Rainbow Pride Center
Los Angeles Valley College



FitHappensLA

January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

We are excited to see that the City of Burbank has released a request for proposal for use of the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming. We, the undersigned arts organizations and performance venues in Burbank and the surrounding area, are pleased to support the application by the Burbank YMCA for their innovative proposal, which promises to create a first-of-its-kind true community space in Burbank.

The YMCA's proposal promises to activate the Burbank Center Stage with a slate of programming that will appeal to all audiences at affordable prices including educational events in partnership with Burbank Unified School District, live theatrical and movie events, a space for visual arts, social and community building programs, and special speakers and celebrations to highlight the diverse cultures and interests in the city. In short, the YMCA is proposing a true community center that will encourage arts investment in Burbank and will give those who live or work in Burbank ample opportunities to spend more time and money in Burbank.

The greater Los Angeles area is challenging when it comes to finding a venue that can support arts and audiences in a sustainable way. As a result of the Equity 99-seat waiver program, the vast majority of theaters in Los Angeles are under 99 seats, making it difficult to bring in large audiences. In addition, most of these spaces are difficult to book for long runs, furthering the challenges to breaking even and meeting audience demands. Larger spaces are even more challenging as they are largely either dedicated to major Broadway level tours or productions (like the Pantages or the Ahmanson) or are home to their own production company and not open to outside groups (Antaeus Theater Company, Pasadena Playhouse, A Noise Within). Further, most of the venues are for-profit, not community-based, and therefore look for the highest spender rather than focusing on creating community-driven programming.

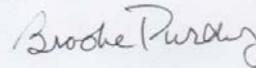
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Arts and cultural or community groups largely exist not for profit but for public benefit. Thus, we reiterate our full support for the YMCA and Conundrum Theatre Company in building a true community hub for arts and education at the Burbank Center Stage.

Signed,



Brooke Purdy

Burbank resident 24 years

Owner: Fit Happens L.A.

(818) 370-7468

January 28, 2023

Dear Burbank Dept of Parks and Recreation and Burbank City Council:

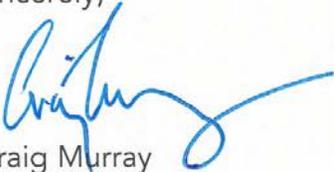
I am writing as a 40+ year resident and longtime Burbank business owner to share my strong support of the Burbank YMCA's proposal to operate Burbank Center Stage.

The YMCA's goals for BCS speak directly to important needs of our community: To significantly expand diverse programming that serves residents of all ages, ethnicities and interests; to create compelling educational events in partnership with BUSD and local colleges; to open the doors to all forms of performing, visual and media arts; to become a magnet for top artistic talent from across the entire Southwest; and, in general, to turn this venue into the constantly evolving, continually exciting hub of entertainment and activities it was always meant to be.

Additionally, the YMCA's partnership with Burbank's Conundrum Theatre Company will provide BCS with the kind of first-rate operational and creative expertise needed to ensure a bright, sustainable future.

In closing, I urge you to support one of Burbank's most-highly respected local organizations, the YMCA, in its mission to re-energize and re-imagine one of Burbank's most-valuable city treasures.

Sincerely,



Craig Murray
craig.murray@moceanla.com

Burbank Chamber of Commerce



February 1, 2023

To Whom It May Concern,

The Burbank Chamber of Commerce is reaching out in support for the Burbank YMCA RFP for the City Center Stage. The City of Burbank released a request for proposal for the use of the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming which falls squarely in the Burbank YMCA's wheelhouse. This proposal will provide opportunity to showcase this innovative and unique community space in Burbank.

The YMCA's proposal will outline what the programming can look like and the appeal to all audiences at affordable prices. This includes educational events in partnership with BUSD, as well as live theatre, visual arts, social and community building programs, exciting speakers celebrating the diverse cultures and interests of Burbank. This will be designed as a community center that will continue to elevate the arts in our community.

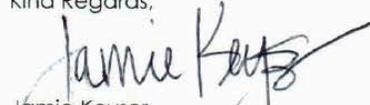
Additional benefits for Burbank are employment opportunities, tourism, tax benefits and the ability to bring the community together through arts, education, diversity, and inclusion.

We are particularly enthusiastic about our support of the YMCA's bid to assume operations of the Burbank Center Stage because the YMCA's continued display of success and its commitment to the community.

The Chamber is a strong advocate for inclusivity and collaboration with local businesses and other arts organizations, and we feel the Burbank YMCA has and will uphold these beliefs in their operation and programming with Center Stage. We as an organization and community partner believe in the YMCA's commitment to high-quality, inclusive theater and its ability to continuously draw audiences. When city governments invest in arts and culture initiatives, city economies grow and so do strong, vibrant communities.

As a business in Burbank, we strongly support the Burbank YMCA's proposal and thank the City of Burbank for demonstrating its commitment to continuing to grow and improve Burbank for residents, employees, employers, and tourists alike.

Kind Regards,


Jamie Keyser
Chief Executive Officer

200 W. Magnolia Blvd., Burbank, CA 91502

Over/Under Public House

January 13, 2023

Dear Burbank Department of Parks and Recreation, Burbank City Council, and other key leaders in the City of Burbank,

We are excited to see that the City of Burbank has released a request for proposal for use of the Burbank Center Stage with a focus on diverse educational, cultural, social, and recreational programming. We, the undersigned hospitality businesses located in Downtown Burbank, are pleased to support the application by the Burbank YMCA for their innovative proposal, which promises to create a first-of-its-kind true community space in Burbank.

The YMCA's proposal promises to activate the Burbank Center Stage with a slate of programming that will appeal to all audiences at affordable prices including educational events in partnership with Burbank Unified School District, live theatrical and movie events, a space for visual arts, social and community building programs, and special speakers and celebrations to highlight the diverse cultures and interests in our city. In short, the YMCA is proposing a true community center that will encourage arts investment in Burbank and will give those who live or work in Burbank ample opportunities to spend more time and money in our city.

This proposal will undoubtedly benefit all the businesses of Burbank. In fact, there has been significant research demonstrating the multiple positive impacts of a robust investment in arts programming.

- **Arts bring employment:** Industries that are planning relocation or expansion place great emphasis on a healthy cultural climate. In a past survey conducted by the Joint Legislative Committee on Cultural Affairs, 99% of the chief executive officers who were questioned stated that the availability of cultural activities in an area is an important consideration in choosing a new location. More arts mean more jobs.
- **Arts bring tourism:** The Travel Industry Association of America was commissioned by Partners in Tourism to add a series of questions to its January 2001 National Travel Survey. The purpose was to determine the length of time that travelers extend their trips because of cultural activities or events. According to the results, two-thirds (65%) of American adult travelers say they included a cultural, arts, heritage, or historic activity or event while on a trip of 50 miles or more, one-way, in the past year. This equates to 92.7 million cultural travelers. Of particular relevance, surveyed travelers chose live theater (23%), art galleries (21%), heritage or ethnic festivals (20%), and music concerts (19%) as key cultural events during travel—all events proposed by the YMCA.
- **Arts make communities safer:** Communities with arts and culture organizations are seen as safer by their residents; they bring residents closer together, and the arts act as a bridge between the community and police.
- **Arts bring tax revenues to cities:** The arts and culture generate tax revenue far beyond any government investment, adding dollars to city coffers and helping city budgets. For example,

the arts constitute a bigger share of America's GDP than construction or agriculture. And on average, for every dollar invested into the nonprofit arts, six dollars in taxes are generated.

- **Arts bring customers:** Arts also lift surrounding businesses. Every audience member who chooses to go to a show, movie or event at the Burbank Center Stage will also likely choose a nearby restaurant or bar before or after the show. Given the Center Stage's central location, these guests are also likely to visit the many shops in the mall and downtown Burbank. A steady slate of desirable programming in a centrally-located space will bring consumers to our businesses. This is a thrilling prospect as we all work to recover from the pandemic's lasting impact.

We are particularly enthusiastic about our support of the YMCA's bid to assume operations of the Burbank Center Stage because Conundrum Theatre Company will be the home company under this plan. Conundrum has a strong reputation for being inclusive and collaborative with local businesses and other arts organizations. Their commitment to high-quality, inclusive theater continuously draws audiences. Conundrum's board members, production teams, casts, and audiences have personally patronized our businesses and continue to add value to the local economy.

When city governments invest in arts and culture initiatives, city economies grow and so do strong, vibrant communities. As a business in Burbank, we strongly support the Burbank YMCA's proposal and thank the City of Burbank for demonstrating its commitment to continuing to grow and improve Burbank for residents, employees, employers, and tourists alike.

Signed,



Dunkin' Burbank

January 13, 2023

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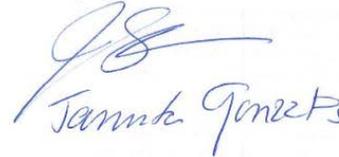
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When city governments invest in arts and culture initiatives, city economies grow and so do strong, vibrant communities. As a business in Burbank, we strongly support the Burbank YMCA's proposal and thank the City of Burbank for demonstrating its commitment to continuing to grow and improve Burbank for residents, employees, employers, and tourists alike.

Signed,



Janna Gonzalez

Appendix I: Burbank Demographics



Demographic and Income Profile

Burbank City, CA
 Burbank City, CA (0608954)
 Geography: Place

Prepared by Esri

Summary	Census 2010		2019		2024	
Population	103,288		107,443		109,382	
Households	41,920		42,856		43,382	
Families	25,405		26,129		26,506	
Average Household Size	2.45		2.49		2.51	
Owner Occupied Housing Units	18,447		18,000		18,338	
Renter Occupied Housing Units	23,473		24,856		25,044	
Median Age	38.8		40.8		41.5	
Trends: 2019 - 2024 Annual Rate	Area		State		National	
Population	0.36%		0.67%		0.77%	
Households	0.24%		0.62%		0.75%	
Families	0.29%		0.62%		0.68%	
Owner HHs	0.37%		0.79%		0.92%	
Median Household Income	3.17%		2.99%		2.70%	
			2019		2024	
Households by Income			Number	Percent	Number	Percent
<\$15,000			3,570	8.3%	2,876	6.6%
\$15,000 - \$24,999			3,024	7.1%	2,427	5.6%
\$25,000 - \$34,999			2,541	5.9%	2,047	4.7%
\$35,000 - \$49,999			4,223	9.9%	3,535	8.1%
\$50,000 - \$74,999			7,071	16.5%	6,506	15.0%
\$75,000 - \$99,999			6,026	14.1%	6,004	13.8%
\$100,000 - \$149,999			7,780	18.2%	8,670	20.0%
\$150,000 - \$199,999			4,392	10.2%	5,680	13.1%
\$200,000+			4,229	9.9%	5,637	13.0%
Median Household Income			\$78,209		\$91,429	
Average Household Income			\$103,105		\$121,964	
Per Capita Income			\$41,139		\$48,386	
			Census 2010		2019	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	5,127	5.0%	4,841	4.5%	4,967	4.5%
5 - 9	5,298	5.1%	4,973	4.6%	4,766	4.4%
10 - 14	5,888	5.7%	5,398	5.0%	4,960	4.5%
15 - 19	6,625	6.4%	5,678	5.3%	5,067	4.6%
20 - 24	6,530	6.3%	6,976	6.5%	6,173	5.6%
25 - 34	15,963	15.5%	16,711	15.6%	18,508	16.9%
35 - 44	16,533	16.0%	15,358	14.3%	15,666	14.3%
45 - 54	16,188	15.7%	15,701	14.6%	14,700	13.4%
55 - 64	11,352	11.0%	14,489	13.5%	14,906	13.6%
65 - 74	7,009	6.8%	9,596	8.9%	10,895	10.0%
75 - 84	4,433	4.3%	5,295	4.9%	6,307	5.8%
85+	2,342	2.3%	2,431	2.3%	2,469	2.3%
			Census 2010		2019	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent
White Alone	75,118	72.7%	74,811	69.6%	74,529	68.1%
Black Alone	2,600	2.5%	2,616	2.4%	2,604	2.4%
American Indian Alone	486	0.5%	502	0.5%	509	0.5%
Asian Alone	12,004	11.6%	14,330	13.3%	15,688	14.3%
Pacific Islander Alone	89	0.1%	90	0.1%	92	0.1%
Some Other Race Alone	7,999	7.7%	9,123	8.5%	9,602	8.8%
Two or More Races	4,992	4.8%	5,971	5.6%	6,357	5.8%
Hispanic Origin (Any Race)	25,305	24.5%	28,739	26.7%	30,765	28.1%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024.

October 04, 2019

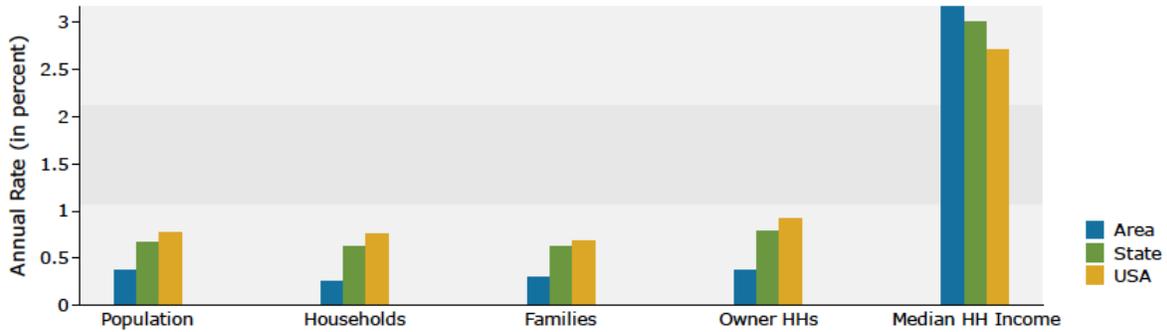


Demographic and Income Profile

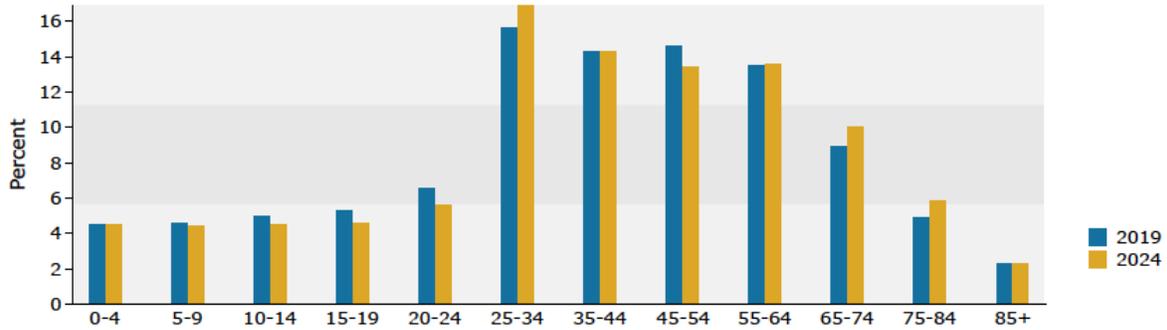
Burbank City, CA
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 Geography: Place

Prepared by Esri

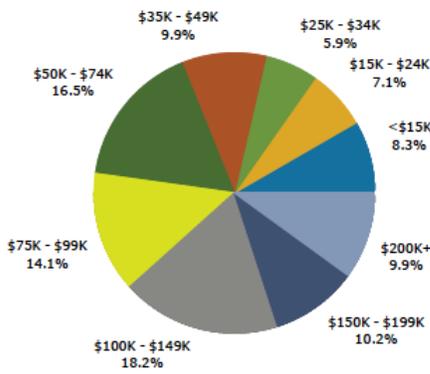
Trends 2019-2024



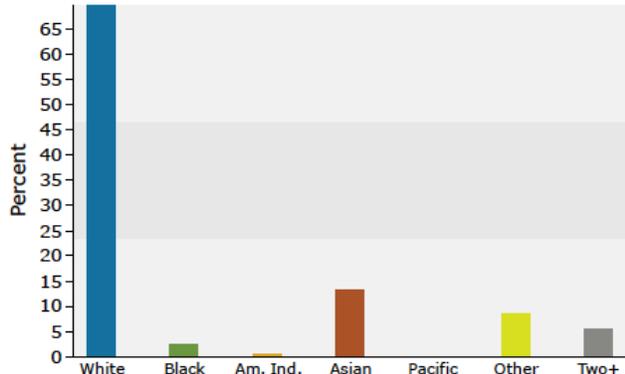
Population by Age



2019 Household Income



2019 Population by Race



2019 Percent Hispanic Origin: 26.7%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024.

Appendix J: Agreement between BUSD and the Y

**AGREEMENT FOR USE OF SCHOOL FACILITIES
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
BURBANK COMMUNITY YMCA**

This agreement ("Agreement") is entered into effective May 6, 2021 ("Effective Date") by and between the BURBANK UNIFIED SCHOOL DISTRICT, a California public school district ("DISTRICT"), and the BURBANK COMMUNITY YMCA, a California non-profit corporation ("YMCA").

RECITALS

WHEREAS, the DISTRICT recognizes the tremendous need for childcare for eligible children including, but not limited to those who may be attending DISTRICT schools;

WHEREAS, the YMCA has the expertise and staff to provide these needed services; and

WHEREAS, the YMCA has requested that the DISTRICT grant the use of school Facilities in accordance with California Education Code section 38130 et. seq., to provide the contemplated childcare services; and

WHEREAS, the DISTRICT owns the Horace Mann Child Care Center located at 3401 Scott Road in Burbank, California ("Facilities"), which Facilities are currently operated, in part, for the provision of childcare services by the DISTRICT, and are not needed for school purposes; and

WHEREAS, California Health & Safety Code, § 1596.80 and its implementing regulations found in California Code of Regulations, Title 22, § 101156 require that the YMCA have the appropriate State license(s) to operate a childcare center; and

WHEREAS, the YMCA is in the process of applying for the necessary State license(s); and

WHEREAS, the Parties enter into this Agreement to provide for the terms and conditions under which YMCA will provide the anticipated childcare services in the Facilities.

AGREEMENT

NOW, THEREFORE, each of the parties to this Agreement hereby agrees it as follows:

1. **Term.** The term of this Agreement is from July 1, 2021 to June 30, 2024, unless otherwise terminated by the provisions of this Agreement.
2. **Facilities Use.** The DISTRICT grants to the YMCA the right to use the Facilities located at Horace Mann Child Care Center consisting of up to eight (8) classrooms including an

infant room, an auditorium, a playground, student restroom facilities, an adult restroom, fencing, parking lots, and utility connections, and are hereto referred to as the "Facilities," as more fully described and depicted in Exhibit A, attached hereto and incorporated herein by reference. The DISTRICT and the YMCA shall execute a Facility Use Agreement, included herein as Exhibit B, to establish further terms for the YMCA's use of the Facilities pursuant to this Agreement.

YMCA shall permit the DISTRICT or DISTRICT' agents, representatives or employees to enter the Facilities at all reasonable times and with reasonable notice of at least two hours for the purpose of inspecting the Facilities to establish YMCA's use in compliance with this Agreement and applicable laws, as well as for the purpose of performing other lawful acts that may be necessary to protect DISTRICT's interest in the Facilities.

3. **Facility Use Fee.** Pursuant to the Facilities Use Agreement, the YMCA shall pay an annual use fee of \$166,320 for classrooms, plus other charges as outlined in the attached Facilities Use Agreement (Exhibit A), prorated for any partial year, to be adjusted annually ("Facility Fee"). The Facility Fee shall be payable in equal monthly installments, on or before the first day of each month commencing on July 1, 2021 OR August 1, 2021. The Facility Fee shall be payable to the DISTRICT at the address provided in Section 21 below or at such other address as DISTRICT may from time to time designate in writing. The Facility Fee shall increase once each year on the anniversary date of the Agreement by July 1.
4. **Childcare Program.** The YMCA agrees to use the Facilities only to operate a licensed childcare program ("Program"). YMCA shall do all of the following in its operation of the Program:
 - a. provide staff who are trained and licensed as may be required by applicable federal, state or local laws, regulations or ordinances;
 - b. be solely responsible for the recruitment, selection, evaluation, training and all other aspects of the employment of staff and volunteers;
 - c. have all staff and volunteers fingerprinted and background checks conducted as required by law;
 - d. provide appropriate supervision, including on-site monitoring and supervision, to all YMCA staff and volunteers;
 - e. follow all applicable DISTRICT policies and regulations; and
 - f. in light of the COVID-19 outbreak, implement, to the extent required or feasible, social distancing and other measures in adherence with the most current requirements or guidelines issued by state and local public health officials.
5. **Margin Share.** The YMCA shall pay to the DISTRICT an amount equal to ten percent (10%) of the gross margin generated by YMCA from the operation of the Program

("Margin Share"). For purposes of this Agreement, the term "revenue" shall mean fees generated to pay for child care services less direct costs. The Margin Share shall be paid to the District annually within thirty (30) days of the end of the District's academic calendar for each year of the Term.

The YMCA shall, with each Margin Share payment, submit to DISTRICT in writing, certified by an authorized representative of YMCA, a statement calculating the margin, total revenues collected by YMCA less direct costs, for the preceding academic year.

The District acceptance of the Revenue Share payment shall be without prejudice to the District's right to either an examination or audit of YMCA's books and records of its revenue from operation of the Program in order to verify the accuracy of the Revenue Share payment.

YMCA's failure to pay the Revenue Share shall constitute a material breach of the Agreement and be a basis for termination of the Agreement by the DISTRICT.

6. District Employees. The YMCA shall make a written offer of employment in the Program ("YMCA Offer") to all DISTRICT employees currently employed in the DISTRICT's childcare program ("DISTRICT Program Staff"). DISTRICT Program Staff are listed in Exhibit C to this Agreement.

The YMCA shall make the offer of employment required herein within ten (10) calendar days of the Effective Date of this Agreement. The YMCA shall require that a DISTRICT Program Staff member submit a written acceptance of the YMCA Offer within five (5) calendar days of the YMCA Offer. The YMCA shall notify the DISTRICT in writing within forty-eight (48) hours of a DISTRICT Program Staff member's written acceptance of the YMCA Offer.

7. Facilities Alterations. Except as otherwise provided in this Agreement, YMCA shall not, without prior written consent of the DISTRICT, make any alterations, improvements, additions, or utility installations in, on, or about the Facilities, except for nonstructural alterations involving partitioning of the interior of the Facilities not exceeding \$10,000 in cumulative costs, during the term of this Agreement. In no event shall YMCA make and change or alteration to the exterior of the FACILITIES without DISTRICT's prior written consent. Any alterations, improvements, additions or utility installations in or about the FACILITIES that YMCA may desire to make and which requires the consent of the DISTRICT shall be presented to DISTRICT in written form, with proposed plans. As used in this paragraph the term "utility installation" shall mean electrical distribution systems and panels, lighting fixtures, heating and air conditioning fixtures, and plumbing. YMCA shall give DISTRICT not less than ten (10) days' notice prior to the commencement of any work in the Facilities.

Upon the expiration of the Term or sooner termination of this Agreement, all improvements, alterations, additions, and betterments to the Facilities shall remain upon

and be surrendered with the Facilities as part thereof and title thereto shall vest in DISTRICT without compensation therefor to YMCA.

8. Liens. YMCA shall keep the Facilities and every part thereof free and clear of any and all mechanic's materials, and other liens for or arising out of or in connection with YMCA directed work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of YMCA. YMCA shall pay, when due, all claims for labor or materials furnished to or for YMCA at or for use in the Facilities, including claims which are or may be secured by any stop notice, mechanics or material's lien against the Facilities or any interest therein.

9. Signs. With DISTRICT's approval, which will not be unreasonably withheld, YMCA may erect and maintain on the Facilities, at YMCA's sole cost and expense, a sign advertising YMCA's business and/or enterprise. Any installation of signs or graphics on or about the Facilities, shall be subject to any applicable governmental laws. Any sign or label placed on the Facilities, fixtures or equipment shall be removed by YMCA at the expiration of this Agreement, and the cost of repairs for any damage to the Facilities is caused by their removal or installation of the sign shall be borne by YMCA.

10. Maintenance and Custodial Services. The regular maintenance and repair of the Facilities are the responsibility of the DISTRICT, the cost of which shall be borne solely by the DISTRICT. YMCA shall be responsible to DISTRICT for the costs of extraordinary maintenance or repair of damage required as a result of acts or omission in the use of the Facilities by YMCA and its employees, agents, contractors and visitors.

The DISTRICT shall pay the costs of utility services to the Facilities. The District shall provide custodial services to the Facilities, based on a rate of Twenty-Five Dollars (\$25.00) per hour. The YMCA shall pay 40 percent of the hourly, or Ten Dollars (\$10.00) per hour.

11. Taxes and Assessments. Pursuant to Section 107.6 of the California Revenue and Taxation Code, DISTRICT hereby notifies YMCA that a possessory interest with respect to the Facilities may be created and/or continued pursuant to this Agreement and may subject YMCA to property tax or possessory interest assessment. YMCA shall bear the payment of all property taxes, possessory interest assessment, and related charges and expenses attributable to YMCA interest in the Facilities by the creation of this Agreement. YMCA acknowledges that the foregoing complies with Section 107.6 of the Code. YMCA shall indemnify, defend and hold harmless DISTRICT against all taxes, assessments and charges.

12. Termination. This Agreement may be terminated upon ninety (90) days written notice to the YMCA should the DISTRICT reasonably determine that it has a need for the Facilities. This Agreement shall also terminate upon twenty-four (24) hours written notice to YMCA should YMCA cease utilizing the Facilities as a reduced fee childcare center for eligible children including, but not limited to those who attend DISTRICT schools. Either DISTRICT or YMCA may, by written notice to the other Party, terminate this Agreement at any time because of the failure of the non-terminating Party to fulfill its contractual

obligations. The terminating Party shall give the non-terminating Party written notice of the alleged performance deficiencies. The non-terminating Party shall have ten (10) business days to effect a cure for the performance deficiencies ("Cure Period"). If the non-terminating Party timely cures, the notice of termination shall be of no force and effect. If the non-terminating Party fails to timely effect a cure, then the Agreement shall be terminated effective at the expiration of the Cure Period.

13. Indemnification. YMCA agrees to indemnify, hold harmless and defend the DISTRICT from each and every claim, demand, action or cause of action, and any cost or expense, including reasonable attorney fees in connection therewith, that may arise in any manner out of YMCA's use of the Facilities, operation of the Program, or its actions or its actions pursuant to this Agreement, except claims, demands, actions or causes of action resulting from sole negligence or intentional misconduct of DISTRICT or its agents or employees. This Agreement to indemnify, hold harmless and defend includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract the patent, copyright, trade secret or trademark infringement) sustained by any person or persons including, but not limited to, companies, or corporations, YMCA and its employees or agents, and members of the general public. This provision shall survive the termination or expiration of this Agreement.

14. Insurance. YMCA shall obtain and maintain, at its expense, during the term of this agreement Commercial General Liability insurance, insuring against (i) liability for injury to or death of any person or property loss arising out of YMCA use of the Facilities, including Sexual Abuse/Molestation coverage, either by separate policy or by an endorsement to the Commercial General Liability policy; and (ii) contractual liability, insuring YMCA performance of the indemnification obligations contained in this Agreement. Coverage shall be in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall be issued by a responsible insurance company authorized to do business in the State of California and provided that the insurance company has an AM Best "A" or better rating. The DISTRICT shall be named as an additional insured on a separate endorsement to the policy. The endorsement shall require the insurance company to provide the additional insured party with a minimum of ten (10) days written notice of cancellation of the policy. Prior to occupancy of the Facilities, YMCA shall furnish the DISTRICT with a certificate of insurance for the required coverage. The certificate must be signed by a person authorized by the insurer to bind coverage on its behalf and must be in a form approved by the DISTRICT. The DISTRICT may require complete, certified copies of any or all policies at any time. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event YMCA shall immediately notify the DISTRICT and cease occupancy of the Facilities until further directed by the DISTRICT.

15. Hazardous Substances.

a. YMCA agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances by YMCA in or about the Facilities shall strictly comply with all applicable Environmental Laws.

- b. YMCA agrees to indemnify, defend and hold the DISTRICT harmless from any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, expert fees, court costs, remediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about the Facilities by YMCA, its employees, agents and invitees.
- c. If the presence of Hazardous Substances on the Facilities caused by YMCA results in the contamination or deterioration of the Facilities or any water or soil beneath the Facilities, YMCA shall promptly take all action necessary to investigate and remedy that contamination.
- d. YMCA agrees to promptly notify DISTRICT of any communication received from any governmental entity concerning Hazardous Substances or the violation of Environmental Laws that relate to the Facilities.
- e. YMCA shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances, on, under, or about the Facilities, except that YMCA may use (i) small quantities of common chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct business at the Facilities, and (ii) other Hazardous Substances that are necessary for the operation of YMCA's business and for which DISTRICT gives written consent prior to the Hazardous Substances being brought onto the Facilities. At any time during the term of the Agreement, YMCA shall, within ten (10) days after written request from the DISTRICT, disclose in writing all Hazardous Substances that are being used by YMCA on the Facilities, the nature of the use, and the manner of storage and disposal.
- f. The term "Hazardous Substances" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Facilities, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Facilities, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of DISTRICT to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof.
- g. "Environmental Laws" means and refers to all applicable federal, state and local laws; ordinances, court orders and administrative directives, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to ireregulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Hazardous Substance

Account Act, California Health & Safety Code §§ 25300, et seq.; the Hazardous Waste Control Law, California Health & Safety Code §§ 25100, et seq.; the Medical Waste Management Act, California Health & Safety Code §§ 15015, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000, et seq.; and California Education Code §§ 17210, et seq., and California Code of Regulations, Title 5, §§ 14010, et seq.

- h. DISTRICT certifies that it has maintained the Facilities in compliance with all Environmental Laws, including lead and asbestos abatement and containment. Should YMCA perform work that disturbs these materials, it is YMCA's responsibility to handle and dispose of this material in accordance with the regulations. DISTRICT agrees to immediately remediate any environmental hazard that is present in the Facilities that is not the result of YMCA's modification or Improvement of the Facilities.
 - i. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
16. Compliance with Laws. YMCA shall not use the Facilities, or permit anything to be done in or about the Facilities, that will in any way conflict with any applicable law and statute, applicable ordinance's or governmental rule or regulation now enforced or which may hereafter be enacted or promulgated.
17. Force Majeure; Extensions of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, Acts of God, acts of the public enemy, epidemics, pandemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, or acts or failure to act by any other public or governmental agency or entity beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) business days of knowledge of the commencement of the cause.
18. Assignment and Subletting. YMCA shall not assign this Agreement, or sublet the Facilities, in whole or in part, nor suffer any other person (the agents and servants of YMCA excepted) to use the Facilities or any portion thereof without the prior written consent of the DISTRICT. The consent to one assignment or subletting shall not be deemed to be consent to another assignment or subletting. Any assignment or subletting without written consent shall be void and shall, at the option of the DISTRICT, terminate this Agreement.
19. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any prior or written expressions of the parties.

20. Modification. Any amendment or modification of this Agreement shall be effective only if in writing, executed by an authorized representative of the Parties.

21. Notices. Any notice, request or demand or other communications required or permitted herein shall be in writing and shall be deemed to have been given on the earlier of actual receipt of the second day (other than Sundays and legal holidays) after mailing to the party to whom notice is to be given, by first-class mail, postage prepaid and addressed as follows:

DISTRICT:

Matt Hill, Ed.D., Superintendent of Schools
Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506

YMCA:

Mary Cutone, President & CEO
Burbank Community YMCA
321 East Magnolia Blvd.
Burbank, CA 91502

22. Governing Law. This Agreement shall be construed under the laws of the State of California.

23. Rules of Construction. The terms of this Agreement are contractual and are the result of negotiation among all the parties hereto. All parties to this Agreement agree that the normal rules of construction, which ordinarily would operate to resolve any ambiguities in this Agreement against the drafting party, shall not be employed in the interpretation of this Agreement.

24. Severance Provision. In the event that any of the terms or provisions of this Agreement are found to be legally unenforceable, then the remaining terms and conditions shall nevertheless be enforceable without regard to any such provisions or terms that are found to be legally unenforceable.

25. Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute one binding Agreement.

26. Independent Contractor. This Agreement is not intended to and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between the YMCA and the DISTRICT; neither party is an officer of the other. Each of the parties, their agents, officers, employees, and volunteers, in their performance under this Agreement, shall act in an independent capacity from each other.

27. Discrimination. Neither party shall unlawfully discriminate among persons performing under this Agreement on the basis of race, national origin, gender, age, creed, religion, marital status, sexual orientation, veteran status, disability, or any other basis prohibited by law.

IN WITNESS HEREOF, the parties hereto, have approved and executed this Agreement on the date set forth opposite their respective signatures.

BURBANK COMMUNITY YMCA

By: _____ Date: May 6, 2021
Mary Cutone, Executive Director

BURBANK UNIFIED SCHOOL DISTRICT

By: _____ Date: May 6, 2021
Matt Hill, Ed.D. Superintendent of Schools

EXHIBIT A
Facility Use Agreement

Attached.



BURBANK UNIFIED SCHOOL DISTRICT
Facilities Services
 510 South Shelton Street Burbank, California 91506

Approval # _____

APPLICATION FOR USE OF FACILITIES

CONTACT INFORMATION:

Organization's Name Burbank Community YMCA Mailing Address 321 East Magnolia Blvd.
 Non-Profit Organization? Yes No (If yes, attach proof of non-profit status) Burbank, CA 91502
 Applicant's Name _____ Email _____
 Phone 818.846.8561 FAX _____

FACILITY INFORMATION:

School Requested Horace Mann Children's Center Facility Needed Six (6) Classrooms, Student Restrooms, Adult Restrooms, Playground, School Office, Health Restrooms, Staff Lounge, Parking Lot (Auditorium, Gym, Classroom, etc.)
 Dates Requested: (List Individually) _____
 Day of Week Mo/DaY/Year Time AM/PM: (Facility opening/closing) _____
Monday through Friday 7/1/2021-8/30/2022 7:00 am through 6:00 pm

EVENT INFORMATION:

Purpose of Event Child Care Fee Charged or Donation Accepted? Yes No
 Number of Participants _____ Spectators _____ Event (will) (will not) be open to the general public. _____
 Equipment Requests: (Subject to availability) _____ Special Needs: _____

_____ District will provide custodial support during hours of operation as well as for after-hours cleaning/disinfection. YMCA will be billed at 40% of the \$25 hourly cost, or \$10/hour, during hours of operation and at the full \$25/hour rate for after-hours custodial support, hour for hour. Center to be maintained by the District (including maintenance and grounds)

CUSTODIAL SUPPORT REQUESTED: operation and at the full \$25/hour rate for after-hours custodial support, hour for hour. Center to be maintained by the District (including maintenance and grounds)
 Hours/Date(s) Needed _____ Your costs will continue to increase until your group leaves the premises!
 Custodial Support Funded By: YMCA (When no custodial staff is on site and for weekend use, there is a 3-hour minimum - approximate cost of \$105.00)

We hereby certify that we shall be responsible on behalf of our organization for any damage sustained by the school premises, furniture or equipment because of the occupancy of said premises by our organization, and we have signed and attached the appropriate Hold Harmless Agreement applicable to our user status. We agree to pay a non-refundable \$50.00 processing fee (Category II and III only). We, the organization, have read and agree to abide by and to enforce the rules, regulations and policies of the Burbank Board of Education governing the use of school facilities as printed on the reverse side hereof.

Applicant's Signature _____ Date _____
 Title _____ Phone _____
 (See Regulation 13 on reverse)

Copy of Current and In Force Certificate of Insurance MUST be in Applicant's and/or Organization's Name and MUST be attached to this application. Liability Insurance Carrier _____

BURBANK UNIFIED SCHOOL DISTRICT USE ONLY:

Site Recommendation:
 Yes No _____ Date _____
 _____ Principal
 Approved: _____ Date _____
 _____ Director of Facilities

White - District Service Center Copy Yellow - School Copy Pink - Applicant's Copy

REPORT OF USE (Concerns, Violations, Damages, Etc.): _____
 Rev 4/2012 06-30750 (To be completed by the custodian working the use)

RULES, REGULATIONS AND POLICIES OF THE BURBANK BOARD OF EDUCATION REGARDING USE OF SCHOOL FACILITIES
 (Per Board Policy 1220)

- All applications for the use of school facilities shall be referred to the Director of Facilities. These applications should be filed at least two weeks in advance of the time the use is desired.
- Any request for the use of facilities by an organization or a group, shall be presented in writing on a form approved by the Board of Education and signed by the President or Secretary of the organization, or by the individual assuming responsibility for use of the facility. "Use of Facilities Request" forms may be obtained at Facilities Services, the school offices of the Burbank Unified School District or online at www.burbankusd.org. All copies of the application shall be completed and returned to Facilities Services; the original to be filed at Facilities Services, second copy to requesting, and third copy to the school.
- Rental charges shall be made for all activities which do not qualify for free Civic Center use under the provisions of the Civic Center Act. A copy of the Fee Schedule adopted by the Board of Education can be obtained from Facilities Services.
- School premises shall not be available on school days between the hours of 8 a.m. and 5 p.m. except by special permission of the Director of Facilities, nor shall school premises be available on such occasions or during such hours as have been scheduled in advance by the various school principals for school exercises or functions or in connection with regular school work.
- Whenever the use of school premises without a rental fee is permitted, it is understood that there will be no admission fee charged, no soliciting of funds, no free will offering, nor sale of literature by the organization using the school facilities.
- There shall be no smoking in or about school buildings and premises, nor shall intoxicants or narcotics be used, nor shall profane language, quarreling, fighting or gambling be permitted. Violation of this rule by an organization during occupancy shall be sufficient cause for revoking the organization's facility use permit and denying further use of school premises to the organization.
- Nothing shall be offered for sale at meetings without special permission from the Director of Facilities.
- The use of school premises shall not be granted when in the opinion of the Director of Facilities, there is a possibility of damage or injury to school property. In case loss or damage does occur, the person or group signing the request for use of premises shall be fully responsible and liable and shall assume such liability before being granted the use of school premises.
- Any permit may be revoked by the Director of Facilities for any organization that fails to use the facility as scheduled for three consecutive times.
- There shall always be a school custodian on duty when school facilities are being used by outside groups. It is further understood that all additional personnel furnished by the Board of Education become a part of the rental agreement. It shall be the duty of the custodian to see that these rules and regulations are enforced and to report any violations or attempted violations to the Director of Facilities. Whenever the Director of Facilities feels that these rules and regulations have been violated, he shall revoke such permit or permits to use as have been given to the organization in question and shall refuse to give further permits to them.
- Persons or organizations using school premises including a stage or stage equipment shall not be permitted to remove or displace furniture or apparatus including lights, curtains, ceiling balances, the counter weights systems or the switchboard except under the supervision of the school employee in charge. Where a stage is to be used, full details of equipment and personnel needed must be furnished in advance.
- All rental fees or service charges are payable in advance. Opening of the buildings for use shall be dependent upon the showing of an approved copy of the "Use of Facilities Request" to the custodian in charge. Users of outside facilities must have in their possession an approved copy of the request.
- Any individual, group or organization qualified for free Civic Center use of school property shall assume the risks and bear all costs specified in the Civic Center Act and Board Policy. The Hold Harmless Agreement for Activities Qualifying for Free Civic Center Use Under Subdivision (a) of Education Code Section 40043 form approved by the Board of Education, shall be submitted with and become a part of the Use of Facilities Request. All other individuals, groups or organizations using school property shall hold the Burbank Unified School District, its governing Board, the individual members thereof, and all District officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property. A Hold Harmless Agreement for Activities Qualifying for Civic Rental Costs or Commercial Rentals form approved by the Board of Education shall be submitted with and become a part of the Request for Use of School Facilities. Organizations requesting permits for use of athletic facilities or other facilities as may be deemed appropriate shall provide evidence of suitable liability insurance coverage and shall provide a certificate of insurance showing the District as an additional named insured prior to the use of the facility.
- The School District shall assume no responsibility for mail of a non-school group and shall not permit the use of the school telephones or school mail by any such group or representative thereof.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities of the Burbank Unified School District (BUSD) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the BUSD, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has the opportunity to carefully consider such premises and facilities. It is further warranted that such entry into the BUSD for observation or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold the Burbank Unified School District, its Board of Education, officers, employees, members, representatives, agents, guests, invitees, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and premises [including travel to and from said facilities and premises] and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, employees, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

- (1) the loss of or damage to any of the District's facilities or premises including any building, structure, or improvement thereon, or any equipment to be used therein;
- (2) the injury to or death of any person including, but not limited to, the officers, members, employees, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
- (3) damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities.

Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities, access to said facilities and premises, and/or active or passive negligence of the Applicant or of the District, its Board of Education, officers, members, representatives, agents, guests, invitees, and/or employees.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Date: _____

Signature of Applicant

Print Name



BURBANK UNIFIED SCHOOL DISTRICT SCHOOLS ARE:

- > Alcohol Free
- > Tobacco Free
- > Drug Free

We ask that all individuals and groups who use our facilities (buildings and grounds areas) support our effort to keep drugs, alcohol and tobacco out of the Burbank Schools.

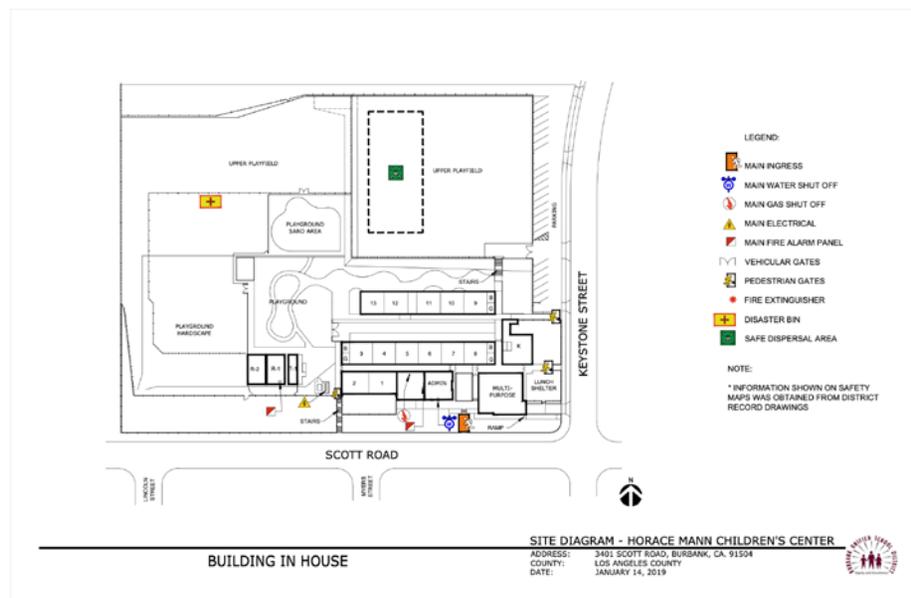
Signed: _____

Organization: Burbank Community YMCA _____

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EXHIBIT B
Description and Depiction of Facilities

Attached.



Appendix K: Agreement between Learn, Grow, Thrive and BUSD

**AGREEMENT TO PROVIDE FOR
YMCA LEARN, GROW, THRIVE SUMMER PROGRAM
FOR BURBANK UNIFIED SCHOOL DISTRICT
ELEMENTARY AND MIDDLE SCHOOL STUDENTS**

The Burbank Unified School District ("DISTRICT") and Burbank Community YMCA, a California non-profit corporation ("YMCA") enter into this agreement ("Agreement") for the following purposes and with reference to the following facts:

WHEREAS, DISTRICT, is the Local Educational Agency and applicant for the 2022 Elementary and Middle School Summer Programs, Title I and Expanded learning Opportunities Program funds ("GRANT").

WHEREAS, DISTRICT seeks to contract with YMCA, to provide certain elements of the 2022 Elementary and Middle School Summer Programs required by the conditions of the GRANT.

WHEREAS, it is necessary and desirable that this Agreement be executed for the purposes stated herein.

NOW, THEREFORE, it is hereby agreed by each of the parties to this Agreement as follows:

1. Scope of Services

The DISTRICT collaborates with the YMCA to operate comprehensive educational and enrichment activities for up to 200 students, designated at Emerson Elementary School and Luther Burbank Middle School. There is an allowance for additional students whose families pay the YMCA for the summer program and/or child care services. The District will accommodate those students with appropriate classroom space.

YMCA agrees to comply with any further requirements imposed on the DISTRICT by the California Department of Education ("CDE") as a result of the Title I and Expanded Learning Opportunities Program funding. YMCA agrees to the following:

A. Operational Requirements

- To operate Monday, June 6, 2022, through Thursday, July 21, 2022, from 8:00 a.m. until 5:30 p.m. No school will be held on Monday, June 20, 2022, and Monday, July 4, 2022. A summer school day is any day that students attend the summer school day during the summer school year. The program will operate four or five days per week per scheduled days.
- June 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 21, 22, 23, 24, 27, 28, 29, 30
July 5, 6, 7, 8, 11, 12, 13, 14, 18, 19, 20, 21
- To fulfill the administrative functions for hiring summer school staff. Decisions on hiring, wages, and management will be performed by the YMCA's Summer Program Director. The YMCA reserves the right to terminate any employee for violation of any YMCA policies or BUSD District policies or regulations.
- To develop a curriculum and enrichment plan that meets the educational needs of the students who will be served by the program. This plan shall be consistent with the plan outlined in the original proposal, submitted by the YMCA, in November 2016.
- To follow California Department of Education and District Elementary and Middle School Summer School Programs requirements and guidelines with the use of Title I and Expanded Learning Opportunities Program GRANT funds.
- To collaborate with the District administrative staff and the District's Elementary Summer Site Coordinator(s) to provide high-quality educational and enrichment elements that may include, but are not limited to literacy, mathematics, recreation, physical fitness, and citizenship/ character-building activities. Such activities might involve art, music, physical education, nutrition education, general recreation, career awareness, work preparation activities, community service-learning, and other youth development activities, as based on students' needs and interests.
- To collaborate in providing a safe, physical and emotional environment, with opportunities for relationship-building and to promote active pupil engagement.
- To comply with all federal statutes relating to nondiscrimination, including the Title VI of Rights Act 1964 (45 USC sections 2000d through 2000d 4) prohibiting discrimination on the basis of race, color, or

national origin; Title IX of the Education Amendments of 1972 (20 USC sections 1681 1683) prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (20USC Section 794) prohibiting discrimination on the basis of handicap; and the Age Discrimination Act (42USC Section et seq) prohibiting discrimination on the basis of age.

B. Staffing Requirements

- To ensure that all personnel who have direct supervision of students be subject to the approval of the DISTRICT, and meet the minimum qualifications as stated in the GRANT bypassing the DISTRICT-approved YMCA assessment for program staff.
- To collaborate with the DISTRICT to ensure that all program staff managed by YMCA participate in training regarding DISTRICT procedures and safety/emergency rules and regulations.
- To collaborate and ensure that all staff and volunteers managed by YMCA will fulfill health screening and fingerprint clearance requirements in current law according to DISTRICT policy.
- To ensure that any individuals hired specifically to teach students are fully credentialed.

C. Reporting and Evaluation of Program

- To provide background checks, fingerprints, hiring, and payroll services, consistent with DISTRICT policies and administrative regulations.
- To keep accurate records and report actual pre-approved expenditures to the DISTRICT on a monthly basis.
- To provide information for the statewide independent evaluation as required under Title I and Expanded Learning Opportunities Grant Program.
- To implement procedures that enable the District to assist employees to complete registration forms and annual enrollment information for YMCA as may reasonably be necessary to enable YMCA to fulfill their duties and requirements.
- To respond to any additional surveys or other methods of data collection

YMCA as may reasonably be necessary to enable YMCA to fulfill their duties and requirements.

- To respond to any additional surveys or other methods of data collection that may be required by the California Department of Education under Title I and Expanded Learning Opportunities Program throughout the life of the program.
- Provide reports to the DISTRICT as may reasonably be necessary to enable the DISTRICT to perform its duties. YMCA will maintain and provide access to all records used in the preparation of such reports for a period of five years.

2. Use of District Facilities

A. The DISTRICT shall provide sufficient classrooms, playground and other space as necessary for the 2022 YMCA Learn, Grow, Thrive Elementary and Middle School Summer Programs ("LGT").

B. As the contracted vendor for the Summer, YMCA agrees that the cost for Use of Facilities will be incurred by the YMCA, and that cost will be deducted from the \$135,000 (Title I) and/or \$50,000 (ELOP) that BUSD agrees to pay the YMCA for operating the 2022 LGT program.

3. Term The term of this Agreement is from March 19, 2022, to July 31, 2022.

4. Compensation In consideration of the satisfactory provision of the above services, and in accordance with the provisions of the Title I GRANT funds, DISTRICT will compensate YMCA as follows:

- a. Up to \$135,000 (Title I) and/or up to \$50,000 (ELOP) (minus the agreed-upon Use of Facilities rate - per Category II of the current DISTRICT Board approved Use of Facilities Rate Schedule) payable to YMCA as follows: up to \$135,000 (Title I) and up to \$50,000 (ELOP) for the purchase of expenditures for YMCA staff providing direct services to students on summer school days when the YMCA program is operating from June 6, 2022, through July 21, 2022.
- b. Compensation to the YMCA will be made out of Title I and Expanded

U.S. Department of Education in a timely manner and in advance of deadlines.

- d. YMCA agrees to supply the DISTRICT with any and all reporting information that is required by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.

5. **Termination** This Agreement may be terminated by DISTRICT for cause. Any concerns related to a potential termination for cause will be expressed by DISTRICT to YMCA in writing. YMCA will have 30 days to remedy these concerns. In the event of termination, YMCA will receive compensation for services satisfactorily provided based upon this Agreement up to and including the date of termination.

This Agreement may be terminated by YMCA for cause. Any concerns related to a potential termination for cause will be expressed by YMCA to DISTRICT in writing. The DISTRICT will have 30 days to remedy these concerns.

6. **Amendment** This contract may be amended by written agreement of both parties.

7. **Indemnification**

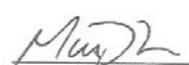
- 7.1 Except to the extent resulting from or arising out of the negligence or willful misconduct of the DISTRICT, its Board or any member thereof or their respective officers, employees, agents or representatives, YMCA agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, and covenants not to sue, the DISTRICT, its Board and each member thereof; and their respective officers, employees, agents or representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses including attorney's fees and costs of litigation which result from or arise out of, are claimed to result from or to arise out of any act of neglect, default or omission of YMCA its employees, representatives, subcontractors, or agents relating to its activity or performance under this Agreement.
- 7.2 Except to the extent resulting from or arising out of the negligence or willful misconduct of the YMCA, its Board or any member thereof or their respective officers, employees, agents or representatives, DISTRICT agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law,

and covenants not to sue, the YMCA, its Board and each member thereof and their respective officers, employees, agents or representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which result from, or arise out of, or are claimed to result from or to arise out of any act of neglect, default or omission of DISTRICT, its employees, representatives, subcontractors, or agents relating to its activity or performance under this Agreement.

8. **Insurance** YMCA, at its own expense, shall procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary coverage. Insurance must be maintained with firms licensed in California and recognized by the State. All firms shall have an A.M. Best Rating Services, Inc. rating of "A" or better. YMCA will provide evidence of all necessary insurance. Insurance provisions outlined below will be in effect and must be complied with during the term of the Agreement.
 - 8.1 Comprehensive General Liability insurance with limits of at least \$2,000,000 combined single limits for bodily injury and death, and \$500,000 property damage meeting the above standards.
 - 8.2 YMCA shall comply with the applicable sections of the California Labor Code concerning worker's compensation for injuries on the job. Compliance is accomplished by securing and maintaining in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against DISTRICT, its board members, officers, employees, and volunteers for losses related to worker's compensation arising from the performance of this Agreement.
 - 8.3 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice to the DISTRICT.
 - 8.4 Prior to the commencement of performance, YMCA shall furnish DISTRICT with a certificate of insurance for each policy. Each certificate is to be signed. Certificate(s) must be in a form approved by DISTRICT. DISTRICT may require complete, certified copies of any or all policies, at any time.

- 8.5 Failure to maintain required insurance at all times shall constitute a default notify DISTRICT and cease all performance under this Agreement until further directed by the DISTRICT.
- 8.6 The YMCA, its Board or any member thereof, or their respective officers, employees, agents, or representatives will be endorsed as additional insured as respects liability arising out of District's performance of this Agreement.
- 9 **Severance Provision** In the event that any of the terms or provisions of this Agreement are found to be legally unenforceable, then the remaining terms and conditions shall nevertheless be enforceable without regard to any such provisions or terms that are found to be legally unenforceable.
- 10 **Counterparts** This Agreement may be executed in counterparts, each of which when taken together shall constitute one binding Agreement.

IN WITNESS HEREOF, the parties hereto, have approved and executed this Agreement on the date set forth opposite their respective signatures.

	<u>3-18-22</u>		<u>3/18/22</u>
Mary Cutone	Date	Matt Hill, Ed.D.	Date
President & CEO		Superintendent of Schools	
Burbank Community YMCA		Burbank Unified School District	

Appendix L: Brace Canyon Lease Agreement

APPLICATION FOR PARK/FACILITY EVENT
 City of Burbank- Parks and Recreation Department
 150 N. Third Street, 3rd Floor Burbank, CA 91502 (818) 238-5300
<http://www.burbankca.gov/departments/parks-and-recreation/parks-facilities/reservation-permits>

INSTRUCTIONS:

- Must apply in person. All areas must be filled out completely. Faxes not accepted.
- Check, Money Order, or Credit Card ONLY (Visa or Mastercard) **NO CASH! PAYMENT MADE IN FULL.**
- **CHANGES, CANCELLATIONS, AND/OR RESCHEDULING MUST BE DONE IN WRITING BEFORE YOUR DEADLINE.**
- All documents, as required from the Department, including but not limited to: hired services information, certificate of insurance, additional insured endorsement, and site plan, are due: **BEFORE 5:00 PM on** _____ **(Deadline)**

<p>APPLICANT INFORMATION:</p> <p>Name: <u>GEORGE TAIMAN</u></p> <p>Title: <u>CAMP DIRECTOR</u></p> <p>Name of Organization: <u>BURBANK YMCA SUMMER CAMP</u></p> <p>Does organization have Burbank non-profit 501 © (3) status? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Federal I.D. # <u>95-1664139</u></p> <p>Address: <u>332 EAST SAN JOSE AVE.</u></p> <p>City: <u>BURBANK</u> Zip: <u>91502</u></p> <p>Phone #: <u>818.562.5461</u></p> <p>Cell #: <u>818.967.6244</u></p> <p>Fax #: _____</p> <p>Email Address: <u>george@burbankymca.org</u></p>	<p>EVENT INFORMATION:</p> <p>Park/ Facility: <u>BRACE CANYON PARK</u></p> <p>Park Area #: <u>ALL</u> or Room #: _____</p> <p>Event Date(s) <small>and strike-down.</small> <u>5/31/22 - 8/11/22</u> Event Hours*Hours to include set-up From <u>6:45A</u> To <u>6:00P</u> From _____ To _____</p> <p>Event Description: _____</p> <p>Is event open to Public? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Will there be a donation fee? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ _____</p> <p>Are over 70% of participants Burbank Residents? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>95%</u></p> <p>Will event include vehicles? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO # _____</p> <p>Are you obtaining a street or lane closure permits? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
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<p>Attendance per day:</p> <p><input type="checkbox"/> 1-25 <input type="checkbox"/> 401-500*</p> <p><input type="checkbox"/> 1-50 <input type="checkbox"/> 501-600*</p> <p><input checked="" type="checkbox"/> 51-100 <input type="checkbox"/> 601-700*</p> <p><input type="checkbox"/> 101-150 <input type="checkbox"/> 701-800*</p> <p><input type="checkbox"/> 151-199 <input type="checkbox"/> 801-900*</p> <p><input type="checkbox"/> 200-250 <input type="checkbox"/> 901-1000*</p> <p><input type="checkbox"/> 251-300* <input type="checkbox"/> 1001-4999*</p> <p><input type="checkbox"/> 301-400* <input type="checkbox"/> 5000 +*</p>	<p>Application for:</p> <p><input type="checkbox"/> Birthday party</p> <p><input type="checkbox"/> Picnic</p> <p><input type="checkbox"/> Car Show</p> <p><input type="checkbox"/> Festival</p> <p><input type="checkbox"/> Fundraiser</p> <p><input type="checkbox"/> Parade</p> <p><input type="checkbox"/> Live Music</p> <p><input type="checkbox"/> Art Show</p> <p><input type="checkbox"/> Race/ Walk</p> <p><input checked="" type="checkbox"/> Other <u>DAY CAMP</u></p>	<p>Event Involves:</p> <p><input type="checkbox"/> Caterer</p> <p><input type="checkbox"/> Moonbounce</p> <p><input type="checkbox"/> Food trucks</p> <p><input type="checkbox"/> Overnight Parking</p> <p><input type="checkbox"/> Tents/Canopies</p> <p><input type="checkbox"/> Electricity</p> <p><input type="checkbox"/> Music</p> <p><input type="checkbox"/> Sale of goods/food</p> <p><input type="checkbox"/> Game Booths</p> <p><input type="checkbox"/> Vendors</p> <p><input type="checkbox"/> Other _____</p>	<p>Event Publicity:</p> <p>If you plan to advertise, Check all that apply:</p> <p><input type="checkbox"/> Radio</p> <p><input type="checkbox"/> Flyer</p> <p><input type="checkbox"/> Print</p> <p><input type="checkbox"/> Television</p> <p><input type="checkbox"/> Internet</p> <p><input type="checkbox"/> Other _____</p>
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*Portable restrooms required for groups of 250+

<p>ENTERTAINMENT:</p> <p>Will there be music during the event? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>**Amplified sound issued by special permit ONLY.</p> <p>Hours of music: From _____ To _____</p> <p>Type of entertainment: <input type="checkbox"/> Dancers <input type="checkbox"/> Singers <input type="checkbox"/> Bands</p> <p><input type="checkbox"/> Boom Box <input type="checkbox"/> Other _____</p>	<p>TRANSPORTATION MANAGEMENT:</p> <p>Are you hiring a valet service? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Number of vehicles (staff and guests) expected _____</p> <p>Describe parking plans (specify parking location, shuttle service, etc.) _____</p>
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POLICE/SECURITY:

Will you be providing security? YES NO Total number of personnel to be used: _____

Will you be hiring a private security company? YES NO If yes, name of company: _____

SIGNAGE:

What type of signage are you proposing to have at your event? _____

Where and how will it be mounted? _____

Signature: [Signature] Date: 3/17/22

**RULES AND REGULATIONS GOVERNING THE USE OF
CITY OF BURBANK PARKS AND RECREATION DEPARTMENT FACILITIES**

NOTE: THE PERSON REQUESTING ANY PUBLIC FACILITY AGREES TO OBSERVE ALL REGULATIONS GOVERNING ITS USE, AND FURTHER CERTIFIES THAT ALL INFORMATION HEREIN IS COMPLETE AND FACTUAL TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

- 1) This is an application for use only. Your request is not final until approved and a Conditional Permit for Use is issued. **You must bring the final Conditional Permit for Use with you on date of your event.**
- 2) ALCOHOL IS NOT PERMITTED AT ANY PUBLIC FACILITY/PARK (with the exception of Gross Park with pre-approved permit only). If the Permittee is serving the alcohol, they must obtain a permit to do so. If the permittee is using a vendor to serve alcohol, the vendor must obtain the permit.
- 3) Applicant must be at least 18 years of age (21 for Robert Gross Park picnics with alcohol). Corporations sending a representative to apply must provide that representative with a letter of authorization on company letterhead, signed by the principal of the corporation (President or CEO) which must be presented at time of application.
- 4) We do not permit any type of Petting Zoos (example: Reptile Parties, Farm Animals, etc) at any public park.
- 5) Permit to follow when approved. Approximately 2-4 weeks are required for issuance of permit; therefore, all charges must be made in full 2 weeks in advance in order to ensure reservation (for large/special events see #32). **NO LATE APPLICATIONS WILL BE ACCEPTED.**
- 6) Applicant and all members of group will comply with all City of Burbank PR Dept. rules, regulations, and directions.
- 7) If a key is required for a facility, it may be picked up at the Parks and Recreation Department office before the event. A \$100 (check only) refundable deposit is required. This request must be noted on your application.
- 8) Violations of rules and/or damage/failure to clean area used may result in withholding of deposit, revocation of permit, additional fees and may affect future reservation privileges and use.
- 9) If extra hours to set up and clean up are required, it is YOUR responsibility to pay the fees & request the hours no later than your deadline. If you exceed your time reservation time, the City retains the right to withhold any or all of the deposit.
- 10) **All information on any and all hired services (company name, Insurance Certificate of Liability and Additional Insured Endorsement) must be submitted NO LATER THAN YOUR DEADLINE.**
- 11) Insurance coverage (public liability and property damage) will be required for certain groups, including dog/car shows and other commercial activities. The Parks and Recreation Department Director may also require insurance in connection with any other activity or use of park property or facilities if the activity or use might cause injury or damage to persons or property.
- 12) Vehicles are NOT permitted on ANY park premises without special written permission from the PR Director.
- 13) The rental of any public park building or grounds for any activity shall in no way interfere with the use and occupancy of such building or grounds for public park and playground purposes, or interfere with the regular conduct of public park and playground activities as determined by the Parks and Recreation Director.
- 14) Facilities will be vacated promptly and left in good order at the end of the approved reservation period. If facilities and/or park grounds require staff for cleaning purposes, the City retains the right to withhold any or all of the deposit. All events must conclude at least one hour prior to park/facility closing hours; additional charges and special permit required for extended hours.
- 15) Permit Holder assumes all liability for damage to or theft of City property available to permit holder's group during their reservation.
- 16) **The Reservation desk must be notified NO LATER THAN YOUR DEADLINE of any changes, cancellations, or re-scheduling of event (for any reason including weather conditions). Cancellations prior to the deadline can be refunded, but not including the application fee. Failure to utilize deadline date(s) on permit without giving the required notice will result in cancellation of reservation privileges and/or forfeiture of all fees and deposits paid. Fees are not refundable. NOTE: If rain occurs on the day of your weekend picnic, you MUST call us the next working day (Monday for weekend events) to reschedule your picnic for a future date. You have up to 3 months from the original application date to reschedule with at least 2 business weeks advance notice. (for large/special events two months advance notice).**
- 17) No equipment/furnishings shall be removed from the premises or modified in any way without written authority from the PR Director.
- 18) Decorating of buildings should be discussed at time of filing application. Nails, staples, and similar hardware shall not be used to attach decorative material to trees, walls or ceilings. Decorations must be removed immediately after use.
- 19) The kitchen facilities shall not be used by any group without specific permission.
- 20) All permits are subject to Department cancellation at any time. In addition to the grounds for revocation contained in Section 3-3-805.6 of the Burbank Municipal Code, any permit issued may be revoked at the discretion of the PR Director if the facility is actually needed for a greater service to a greater number of persons during the time period covered by the permit.
- 21) No permit holder shall solicit, sell, offer to sell, take orders for, or exhibit any goods, services, or merchandise for himself or on behalf of any person in any manner to any person any time in any City building, upon any property or premises under the control of the City, without written agreement with the City or its departments, as defined in Burbank Municipal Code Section 3-3-801.1.

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Signature:  Date: 3/17/22

**RULES AND REGULATIONS GOVERNING THE USE OF
CITY OF BURBANK PARKS AND RECREATION DEPARTMENT FACILITIES**

NOTE: THE PERSON REQUESTING ANY PUBLIC FACILITY AGREES TO OBSERVE ALL REGULATIONS GOVERNING ITS USE, AND FURTHER CERTIFIES THAT ALL INFORMATION HEREIN IS COMPLETE AND FACTUAL TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

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Initial

- 22) Certain designated areas of the parks are on a reservation basis. All other areas are on a first come first serve basis.
 - 23) Permittee assumes all risks by using the City of Burbank facilities pursuant to this permit. Permittees assumes all liability for any injuries, damages, claims, demands, causes of actions that occur during the Permittee's use of any of the City of Burbank's facilities under this Permit. Permittee will defend & indemnify the City of Burbank & its officers and employees against all claims and/or causes of action that result from the use of any of the City's facilities under this Permit. The obligation to defend the City shall occur upon the filing of any claim and shall not be dependent on the establishment of any negligence on the part of the City or Permittee. Permittee further acknowledges that prior to Permittee's use of the facilities it will inspect all facilities and all premises that it intends to use for safety.
 - 24) If attendance exceeds number stated additional fees may apply.
 - 25) Inspections, building and/or fire permits, and/or engineer drawings may be required.
 - 26) Electrical capacity in parks where available is limited based on amperage and is not intended to substitute for generators.
 - 27) If you plan to serve food to the public, you must obtain all required permits including a Health Permit from the Los Angeles County Health Department, (818) 557-4187 Business License.
 - 28) All hired or donated supply/service providers (caterer, rental companies, promoter, security, etc.) will be required to obtain Burbank Business License. Retail vendors and exhibitors at permitted events are exempt from having to obtain a Burbank business license.
 - 29) Any company providing a service MUST have a Burbank Business License obtainable through the City's License and Code Division at (818) 238-5280 and must provide us with insurance forms as required by the Department prior to the event. This includes a moonbounce, party rental company, exhibitor, entertainer, clown, caterer/food delivery, or any outside service participating in your event.
 - 30) Insurance is required for groups of 100+ persons, hired services & other circumstances per the Director's discretion. Certificate of Insurance and Separate Additional Insured Endorsement must be submitted as required by the Department.
 - 31) Violation of rules/regulations will result in forfeiture of fees, and may have an effect on your organization's future use of park facilities.
- Large/Specialized Events – All of the above rules and regulations apply in addition to the following:**
- 32) Permit to follow when approved. Approximately 2-4 weeks are required for issuance of permit; therefore, all charges must be made in full **two weeks** in advance in order to ensure reservation. **NO LATE APPLICATIONS WILL BE ACCEPTED.**
 - 33) **Insurance Requirement for Large/Specialized Events only.** The Permit Group must submit the following insurance documents at least **two months** prior to the event: Hold Harmless Agreement, Certificate of Insurance, Separate Additional Insured Endorsement naming the City, Providence High School (if using Carson Park), and all service providers, vendors and participants. If service providers, vendors and participants have insurance, they may submit their own Certificate of Insurance, Hold Harmless Agreement and Separate Additional Insured Endorsement form per City requirement. It is the responsibility of the Permit Group to collect all documents and submit one packet to the PR department. If the permit group is unable to add all service providers, vendors and participants to their insurance policy, or if those providers don't have their own insurance, they must purchase Special Events insurance through the City. The fee will vary depending on type of event, size of event, and number of service providers/vendors/exhibitor.
 - 34) For large/specialized events, residents and business may require notification prior to an event. The notice will include a brief description of the event, date, time of event, the name of a contact person, and means for reaching the person during the event (e.g. pager, cell, phone, etc.). Notice must be approved by PR staff. Applicant is responsible for all mailing fees.
 - 35) If the event includes a car show, the Permit Group will also be responsible for verifying that all cars are insured.
 - 36) Only one large/specialized event per weekend at any park. Only one large/specialized event per month at Carson Park.
 - 37) Robert Gross park large group events are limited to a maximum capacity of 400 people.

I have read, understood and agree to comply with the above rules/regulations established by the City of Burbank. I understand it is my responsibility to inform all members of my group of these rules & regulations and take responsibility for the group as permit holder. I also understand it is my responsibility to adhere to the deadline for changes, cancellations, re-scheduling and other information due (such as insurance forms and hired service information) and realize failure to submit these by the deadline date will result in my inability to use the facility requested or the hired service.

Print Your Name: GEORGE TAJMAN Organization: BURBANK YMCA Title: DIRECTOR
Signature: [Signature] Date: 3/17/22

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
HUMAN SERVICES PROFESSIONAL LIABILITY

SCHEDULE

Name of Person or Organization: City of Burbank	
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury", "professional services injury", or "medically-derived injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

- i. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- ii. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED ENDORSEMENT (PERMITS)

INSURANCE COMPANY: GuideOne Mutual Insurance Co.

This endorsement amends and modifies such insurance as is afforded by the provisions of **Policy No.** 010019787 relating to the following:

1. The City of Burbank, 275 East Olive Ave., Burbank, CA 91502, its officers, employees, agents and representatives (collectively the "City") are named as additional insured's") with regard to liability and defense of suits with respect to operations performed by the insured or on their behalf for which the City has issued a permit. This insurance does not apply to (a) "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the City; or (b) "bodily injury" or "property damage" included within the "products-completed operations hazard."
2. With respects to claims arising out of the operations and uses performed by or on behalf of the named insured for which the City has issued a permit, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insured's.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as claimant if not so included.
4. With respect to the additional insured, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Burbank, Park, Recreation & Community Services Department, 150 N. Third St., 3rd Floor, Burbank, CA 91502.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective 7/1/21, **this endorsement forms a part of**

Policy No. 010019787

Issued to: Burbank Community YMCA
Named Insured

COUNTERSIGNED BY: 

Printed Named: Jennifer Bess **Title:** Broker

Insurance Company Name: Aldrich/Taylor Insurance

Appendix M: The Annex

SERVICES AGREEMENT (INDEPENDENT CONTRACTOR)

This Services Agreement (“Agreement”) is entered into this 1 day of December, 2016 (the “Effective Date”), between Providence Health System – Southern California, d/b/a Providence Saint Joseph Medical Center (“Providence”) and Burbank Community YMCA (“Contractor”).

In consideration of the mutual covenants contained herein, Contractor and Providence agree as follows:

1 The Services

1.1. Contractor will perform the services described in the Scope and Deliverables attached as Exhibit A (the “Services”) in accordance with the terms and conditions of this Agreement. Contractor will perform the Services in a professional, good and workmanlike manner in compliance with all applicable laws and regulations and all standards and rules reasonably established by Providence from time to time including applicable Providence Health & Services’ policies that are available on the following website <http://www2.providence.org/phs/integrity/Pages/default.aspx> or otherwise provided to Contractor by Providence. All work shall be completed in a timely manner and in accordance with the schedule or timeframe set forth in Exhibit A.

1.2. Any additional Services to be provided by Contractor to Providence shall be pursuant to written statements of work (“Work Orders”). Any such Work Orders shall reference this Agreement, and all of the terms and conditions set forth herein shall be a part of the Work Order.

1.3. Unless otherwise expressly provided for herein or in any Work Order, Contractor shall be solely responsible for providing all necessary labor, materials, and equipment necessary to perform the Services.

2 Contractor’s Responsibilities

2.1. Contractor shall be responsible for assuring that all work performed under this Agreement conforms in all respects with the terms and conditions of this Agreement and is performed in a good and workmanlike manner with no defects or deficiencies in work and materials. If Providence determines that such work does not conform to the above requirement, it may issue a “Stop Work” Order. Upon issuance of a Stop Work Order, Contractor shall immediately confer with a designated representative of Providence and take all reasonable steps to resolve or address the conditions that led to the Stop Work Order. A Stop Work Order shall be rescinded only at the written direction of Providence.

2.2. Contractor may hire subcontractors to perform the services required under this Agreement. Contractor shall be solely responsible for the satisfactory performance of all such subcontractors. Contractor shall assure that any subcontractors agree to abide by the terms and conditions hereof. Contractor shall assure that all such subcontractors are paid in full on a

timely basis, and such subcontractors do not file any labor and materials liens against Providence or its property.

2.3. Contractor shall indemnify, defend and hold Providence harmless from and against any liens, claims, liabilities or actions by a subcontractor against Providence or Contractor.

2.4. By written notice to each other within 10 days after execution hereof, Contractor and Providence shall each designate an authorized representative who will be responsible for handling all communication between Contractor and Providence during the term of this Agreement. Such designated representative may be changed from time to time by written notice of either party to the other. Such designated representative shall have full and complete authority to represent each party in connection with this Agreement.

3 Contractor's Warranty

Contractor warrants to Providence as follows:

3.1 It has the necessary capabilities to perform the services in a good and workmanlike manner consistent with applicable professional standards;

3.2 No services, materials, equipment or other matters furnished under this Agreement will in any way infringe upon or violate any federal, state or local law or regulation, nor violate any third party contract rights; and

3.3 All employees, subcontractors and agents providing services under this Agreement on behalf of Contractor shall have the requisite experience and qualifications to perform the services in a lawful and proper manner.

4 Compensation

Providence will pay Contractor for Services rendered in the amount and on the payment terms described in the Scope and Deliverables attached as Exhibit A.

5 Term and Termination

This Agreement shall be effective as stated in the Scope and Deliverables attached as Exhibit A, unless earlier terminated in accordance with this Section 5. Either party may terminate this Agreement at any time, without cause and without penalty, by giving the other party thirty (30) days advance written notice of termination. Either party may terminate this Agreement for material breach upon ten (10) days advance written notice specifying such breach unless the breach is cured within such ten (10) days.

6 Independent Contractor

Contractor will perform the Services as an independent contractor of Providence and this Agreement will not be construed to create a partnership, joint venture, or employment relationship between Contractor and Providence. No employee or agent of Contractor will

represent himself or herself to be an employee or agent of Providence or enter into any agreement on Providence's behalf or in Providence's name. Contractor will retain full control over the manner in which the Services are performed and Contractor's employees, subcontractors and agents will not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of Providence.

7 Compliance With Laws

Contractor will (a) comply with all applicable federal, state, and local laws, ordinances, regulations and orders with respect to its performance of the Services; (b) file all reports relating to the Services (including, without limitation, federal, state, and local tax returns); (c) pay all filing fees and federal, state and local taxes applicable to Contractor's business as the same shall become due; and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefits acts when due. Contractor will provide Providence with such documents and other supporting materials as Providence may reasonably request to evidence Contractor's continuing compliance with this Section 7.

8 Insurance

Contractor shall maintain throughout the term of this Agreement such insurance policies reasonably required by Providence sufficient to protect against all applicable risks, with insurers having an A.M. Best rating of at least A VII. Unless otherwise requested, Contractor shall carry general and professional liability insurance with at least \$1million (\$1,000,000) per occurrence; and workers compensation insurance in accordance with the statutory requirements of the state where the Providence facility for which the service to be performed is located. Contractor will provide Providence with certificates of insurance and other supporting materials as Providence may reasonably request to evidence Contractor's continuing compliance with these insurance requirements.

9 Confidentiality of Patient Records.

The Contractor agrees to hold all individually identifiable patient health information ("Protected Health Information" or "PHI") that may be shared, transferred, maintained, transmitted, or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of patient health care information. Contractor further agrees to make every reasonable effort to comply with any regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), The Health Information Technology for Economic and Clinical Health Act ("HITECH") or the American Recovery and Reinvestment Act of 2009 ("ARRA"), including those provisions listed below. The Contractor or Subcontractor may use and disclose PHI when necessary for Contractor's proper management and administration (if such use or disclosure is the minimum necessary), to carry out the Contractor's specific legal responsibilities pursuant to this Agreement, or as required by law. Specifically, the Contractor agrees as follows: (1) to maintain administrative, physical, and

technical safeguards as necessary to ensure that the PHI is not used or disclosed except as provided herein and to protect the confidentiality, integrity, and availability of PHI including implementing required policies and procedures with respect to PHI and the privacy and security rules pursuant to HIPAA/HITECH or the ARRA; (2) to mitigate, if possible, any harmful effect known to Contractor of a use or disclosure of PHI by Contractor or Subcontractor; (3) to ensure that any subcontractors or agents to whom it provides PHI will agree in writing to substantially similar restrictions and conditions that apply with respect to such information in the form of a business associate agreement; (4) to make available respective internal practices, books and records relating to the use and disclosure of PHI received from Providence to the U.S. Department of Health and Human Services or its agents; (5) to incorporate any amendments or corrections to PHI when notified by Providence that the information is inaccurate or incomplete; (6) to return or destroy all PHI received from Providence that Contractor still maintains in any form and not to retain any such PHI in any form upon termination or expiration of this Agreement, if feasible or, if not feasible, Contractor agrees to limit any uses of PHI after this Agreement's termination or expiration to those specific uses or disclosures that make it necessary for Contractor to retain the information; (7) to ensure applicable policies are in place for providing the PHI to Providence to satisfy an individuals' request to access their information; (8) to immediately, but in no event later than thirty (30) days, report to Providence any suspected or confirmed acquisition, access, use or disclosure of PHI, including breaches of unsecured PHI which is not provided for in the Agreement by calling Providence's hotline set up for this purpose at 1-877-512-7119, and to report unsuccessful security incidents to Providence upon request; and (9) to make PHI available to Providence as requested to provide an accounting of disclosures to an individual who is the subject of the information, to the extent required by HIPAA/HITECH or ARRA. If at any time after the effective date of this Agreement it is determined that Contractor is in breach of this Section, Providence, in its sole discretion, may immediately terminate this Agreement. Contractor further agrees to sign any other documents, as appropriate, including but not limited to an additional Business Associate Agreement with Providence, if requested to do so by Providence.

10 No Conflicting Obligations

10.1. Other Agreements. Contractor's execution, delivery, and performance of this Agreement will not violate any other employment, nondisclosure, confidentiality, consulting or other agreements or commitments to which Contractor is a party or by which Contractor may be bound.

10.2. Confidential Information. Contractor will maintain the confidentiality of any confidential or proprietary information provided to or obtained by Contractor in performing the Services under this Agreement.

10.3. Third-Party Confidential Information. Contractor will not use, in the performance of the Services or the creation of any proprietary materials, or disclose to Providence any confidential or proprietary information of any other person if such use or disclosure would violate any obligation or duty that Contractor owes to such person. Contractor warrants and represents that Contractor's compliance with this Section 10.3 will not prohibit, restrict, or impair Contractor's performance of the Services and its other obligations and duties to Providence.

10.4. Contractor and its employees, agents and subcontractors shall take affirmative steps to assure that any confidential and proprietary information of Providence is maintained in strict confidentiality in accordance with applicable federal and state laws and regulations. Contractor, its employees, subcontractors and agents shall maintain and safeguard any confidential patient identifiable information that they access as a result of performing Services under this Agreement in accordance with applicable federal and state laws and regulations.

10.5. Notification of Conflict of Interest. Contractor hereby agrees to promptly notify the appropriate Providence Regional Integrity and Compliance Office or System Integrity Office in writing with respect to any actual or potential conflict of interest that Contractor becomes aware of and which a reasonable person would conclude might affect Contractor's performance of the Services hereunder and/or Providence continued willingness to purchase the Services from Contractor.

11 Use of Providence Name

Contractor shall not publish or use in any advertising, marketing, sales or other promotional material any reference to Providence or this Agreement without Providence's express prior written approval. Indemnification

Contractor shall indemnify, defend and hold Providence (and Providence's agents and employees) harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action, or other proceeding (including any proceeding by any employees, agents or contractors) that is based upon (a) Contractor's breach of this Agreement, (b) the conduct of Contractor's business, (c) any negligent or willful act or omission of Contractor, or (d) the infringement or misappropriation of any foreign or United States patent, copyright, trade secret, or other proprietary right by Contractor.

12 Remedies and Applicable Law

The parties agree that damages may be inadequate to compensate for the unique losses to be suffered in the event of a breach hereof, and that the damaged party will be entitled, in addition to any other remedy it may have under this Agreement or at law, to seek and obtain injunctive and other equitable relief, including specific performance of the terms of this Agreement without the necessity of posting bond. This Agreement will be governed in all respects by, and construed and enforced in accordance with, the laws of the State of California, without regard to any rules governing conflicts of laws.

13 Assignment

Contractor may not assign this Agreement, in whole or in part, without Providence's prior written consent. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.

14 Entire Agreement, Interpretation and Changes

This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and all prior or contemporaneous oral or written communications, understandings, or agreements between Contractor and Providence with respect to such subject matters are hereby superseded in their entirety. In the event of any inconsistency between the terms of the main body of this Agreement and the terms of the Scope and Deliverables attached as Exhibit A, then the terms of the main body of this Agreement shall take precedence over the terms of Exhibit A. Any changes, amendments, or modifications to this Agreement and/or Exhibit A shall not be binding on the parties unless mutually agreed to by the parties in writing. If any such changes, amendments, or modifications cause an increase or decrease in the cost or time required to complete the Services, mutually agreed adjustments shall be made in the contract price and/or the period of service described in Exhibit A.

15 Access to Books and Records

During the term of this Agreement and for a period of four years after the termination hereof, Contractor shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If Contractor carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.

16 Dispute Resolution

Providence and Contractor shall attempt to use reasonable efforts to resolve any disputes through good faith negotiations and, where appropriate, use alternative dispute resolution as may be agreed by the parties including mediation and arbitration.

17 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, (b) such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction thereover will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

18 Nondiscrimination

Contractor shall not differentiate or discriminate in its performance under this Agreement on the basis of race, color, national origin, ancestry, sex, marital status, age, or on any other basis prohibited by applicable law.

19 Medicare/Medi-Cal Participation

Contractor hereby represents and warrants that neither Contractor nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. Contractor hereby agrees to immediately notify Providence of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that Contractor is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Contractor is in breach of this Section, this Agreement shall, as of the effective date of such action or breach, automatically terminate. Contractor further understands that Providence periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify Contractor if it discovers a match. Providence will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

SIGNATURES APPEAR ON NEXT PAGE

PROVIDENCE HEALTH SYSTEM –
SOUTHERN CALIFORNIA, d/b/a
Providence Saint Joseph Medical Center

BURBANK COMMUNITY YMCA

By: 
Name: Kerry Carmody
Title: Chief Executive

By: 
Name: Mary Cutone
Title: Chief Executive

By: 
Name: Glenn Bales
Title: Chief Financial Officer

EXHIBIT A
SCOPE AND DELIVERABLES

i. Description of Services to be Performed by Contractor and Providence

Services Provided by YMCA Staff

- Physical exercise classes for the general public with primary focus on the local community.
- Classes can range from 30 minutes to 1 hour.
- Contractor may offer wellness activities, such as health education classes which promotes and encourages improved physical health.
- Contractor will provide no less than 3 classes a week.
- Contractor can provide class Monday – Friday during regular building hours.
- Contractor will comply with maximum capacity of 25 people per class.
- Contractor will provide any exercise equipment and materials for each class.
- Contractor will manage all staffing and schedule changes and ensure all classes have proper coverage.
- Contractor will ensure exercise area is orderly maintained and will notify the designated point person of any facility issues.
- Contractor can talk to participants about the complementary services provided at the Burbank Community YMCA which helps to encourage and moves people towards greater physical health.
- All fees paid by the members participating in the YMCA fitness program will be paid directly to the YMCA.
- Contractor will submit class schedules either weekly or monthly to prevent room scheduling conflicts.
- Contractor staff working at the Providence location will be educated on basic onsite life safety measures, including, fire safety, evacuation plan, reporting life threatening situations (i.e. calling 911).

Providence will Provide

- Providence will provide exercise space at its facility located at 3413 W. Pacific Avenue, Burbank, CA 91505
- Providence will provide a clean, safe and well maintained space for the YMCA to provide physical exercise activities and possibly wellness education for the general community.
- Providence will provide free parking
- Providence will provide chairs and tables as needed.
- Providence will provide and ensure that Contractor staff onsite has basic onsite life safety measures, including, fire safety, evacuation plan, reporting life threatening situations (i.e. calling 911) onsite life safety education.
- Providence will allow Contractor to display YMCA information at its 3413 W. Pacific Avenue location.

ii. Parties Contact Information:

Providence Saint Joseph Medical Center

Terry Walker, Manger – Business Development
Administration
501 South Buena Vista Street
Burbank, CA 91505
(P) 818-847-6734
(E) Terry.X.Walker@providence.org

Kristen Coblenz, Manager – Providence Cardiac Rehab & Fitness Center
3413 W. Pacific Avenue
Burbank, CA 91505
(P) 818-953-4494
(E) kristen.coblenz@providence.org

Burbank Community YMCA

Mary Cutone - Chief Executive Officer
321 E Magnolia Blvd
Burbank, CA 91502
(P) 818-845-8551 ext. 230
(E) mary@burbankymca.org

Ixchel Mendoz – Associate Director of Healthy Lifestyles
321 E Magnolia Blvd
Burbank, CA 91502
(P) 818-845-8551
(E) Ixchel@BurbankYMCA.ORG

iii. Schedule/Timeframe for Services Completion (Contract Term)

- a. Term: Effective Date: December 1, 2016; Expiration Date: November 30, 2017
- b. Services/Deliverables Timeframe: year to year

iv. Compensation Amount and Timing of Payment: None



CERTIFICATE OF INSURANCE

Producer:		Insured:	
Providence Health & Services 1801 Lind Avenue SW #9016 Renton, WA 98057-9016		Providence Saint Joseph Medical Center Providence Health System – Southern California 501 South Buena Vista Street Burbank, CA 91505	
Coverages:			
Effective 6/1/03 Providence Health & Services Self-funded Professional and General Liability Program covers the employees of Providence Health & Services (PH&S) while acting within the scope and during the course of their employment with Providence Health & Services, for all acts that are normally covered by customary professional liability insurance policies. This program is continuous and does not expire; however, termination of employment terminates coverage for future acts.			
Type of Insurance:		Limits:	
Professional and General Liability: Professional and General Liability, Errors and Omissions (malpractice) Contractual Liability, Managed Care, Includes Fire Damage, Legal. Because this is funded through a PHS trust there is no "policy number"		General Aggregate \$ 1,000,000 Products – Comp/Op Agg \$ Included Personal & Adv Injury \$ Included Each Occurrence \$ 1,000,000 Fire Damage (Any one fire) \$ Included Medical Expense (Any one person) \$ Included	
Policy Effective Dates:			
Coverage provided by Providence Health & Services Self-Insured Professional and General Liability Program is continuous and applicable to all professional liability claims occurring while the Providence Health & Services employs the provider irrespective of when a claim is made.			
Re: Service agreement between Providence Health System – Southern California, d/b/a Providence Saint Joseph Medical Center and Burbank Community YMCA Location: Providence Cardiac Rehab & Fitness Center, 3413 W. Pacific Avenue, Burbank, CA 91505			

Certificate Issued with express authorization of Providence Health & Services, Martha Raymond, Vice President of Risk, Claims and Insurance
Certificate Issued To: Burbank Community YMCA 321 E Magnolia Blvd Burbank, CA 91502
Date Issued: November 22, 2016

This document is conferred as information only, does not alter coverage afforded by the Self-Insurance Plan in any way, and guarantees the holder no rights beyond those extended in the policy.



1801 Lind Avenue SW #9016 Tel 425-525-3395
 Renton, WA 98057-9016 Fax 425-525-3589
 Certificates.insurance@providence.org



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JE

DATE (MM/DD/YYYY)
12/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aldrich/Taylor Insurance 912 North Hollywood Way P.O. Box 1098 Lic. #0531623 Burbank, CA 91507 Aldrich/Taylor Insurance		Phone: 818-846-4834 Fax: 818-841-0669	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BURBA-5	FAX (A/C, No):
INSURED Burbank Community YMCA 321 E. Magnolia Blvd. Burbank, CA 91502		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Insurance Company of the West INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 18058

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1518366	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1518366	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB547393	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WVE 5034807 00	10/01/2016	10/01/2017	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: SERVICE AGREEMENT BETWEEN PROVIDENCE HEALTH SYSTEM- SOUTHERN CALIFORNIA, DBA: PROVIDENCE SAINT JOSEPH MEDICAL CENTER AND BURBANK COMMUNITY YMCA.
 LOCATION: PROVIDENCE CARDIAC REHAB & FITNESS CENTER, 3413 W. PACIFIC ACE., BURBANK, CA 91505.

CERTIFICATE HOLDER PROVIDENCE SAINT JOSEPH MEDICAL CENTER 501 SOUTH BUENA VISTA ST. BURBANK, CA 91505	CANCELLATION PROVIDE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Appendix N: Form 990s for the Y Years 2019-2021

Please see hardcopy provided in the envelope marked "Confidential" for financial information about the Burbank Community YMCA and Conundrum Theatre Company.

Appendix O: Audits

Please see hardcopy provided in the envelope marked "Confidential" for financial information about the Burbank Community YMCA and Conundrum Theatre Company.

Appendix P: Learn, Grow, Thrive Lease Agreement



BURBANK UNIFIED SCHOOL DISTRICT
Facilities Services
 510 South Shelton Street Burbank, California 91806

Approval #

APPLICATION FOR USE OF FACILITIES

CONTACT INFORMATION:

Organization's Name <u>Burbank YMCA</u>	Mailing Address <u>332 East San Jose Avenue</u>
Non-Profit Organization? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, attach proof of non-profit status)	<u>Burbank, 91502</u>
Applicant's Name <u>Angela Barlow</u>	Email <u>angela@burbankymca.org</u>
	Phone <u>818.562.5461</u> FAX _____

FACILITY INFORMATION:

School Requested <u>Emerson Elementary</u>	Facility Needed <u>6 classrooms, break room, two playgrounds, bathrooms</u>
Dates Requested: (List individually)	(Auditorium, Gym, Classroom, etc.)
Day of Week <u>Mon.-Fri.</u>	Time AM/PM: (Facility opening/closing) <u>7:30am-5:30pm</u>
Mo/Day/Year <u>June 6-July 20, 2022</u>	

EVENT INFORMATION:

Purpose of Event <u>Learn Grow Thrive</u>	Fee Charged or Donation Accepted? Yes _____ No _____
Number of Participants <u>160</u> Spectators _____	Event (will) (will not) be open to the general public.
Equipment Requests: (Subject to availability)	Special Needs:
_____	_____
_____	_____

CUSTODIAL SUPPORT REQUESTED:

Hours/Date(s) Needed Daily custodial needs.
 Custodial Support Funded By _____ *Your costs will continue to increase until your group leaves the premises!*
(When no custodial staff is on site and for weekend use, there is a 3-hour minimum - approximate cost of \$105.00)

We hereby certify that we shall be responsible on behalf of our organization for any damage sustained by the school premises, furniture or equipment because of the occupancy of said premises by our organization, and we have signed and attached the appropriate Hold Harmless Agreement applicable to our user status. We agree to pay a non-refundable \$50.00 processing fee (Category II and III only). We, the organization, have read and agree to abide by and to enforce the rules, regulations and policies of the Burbank Board of Education governing the use of school facilities as printed on the reverse side hereof.

Applicant's Signature <u>[Signature]</u>	Date <u>6.6.2022</u>
Title <u>Sr. Director of child Dev.</u> (See Regulation 13 on reverse)	Phone <u>818.562.5461</u>

Copy of Current and In Force Certificate of Insurance MUST be in Applicant's and/or Organization's Name and MUST be attached to this application. Liability Insurance Carrier _____

BURBANK UNIFIED SCHOOL DISTRICT USE ONLY:

Site Recommendation:	Date _____
Yes ___ No ___	Principal _____
Approved: _____	Date _____
Director of Facilities	

White - District Service Center Copy Yellow - School Copy Pink - Applicant's Copy

REPORT OF USE (Concerns, Violations, Damages, Etc.): _____
 Rev 4/2012 30-30750 (To be completed by the custodian working the use)

**RULES, REGULATIONS AND POLICIES OF THE BURBANK BOARD OF EDUCATION
REGARDING USE OF SCHOOL FACILITIES
(Per Board Policy 1330)**

1. All applications for the use of school facilities shall be referred to the Director of Facilities. These applications should be filed at least two weeks in advance of the time the use is desired.
2. Any request for the use of facilities by an organization or a group, shall be presented in writing on a form approved by the Board of Education and signed by the President or Secretary of the organization, or by the individual assuming responsibility for use of the facility. "Use of Facilities Request" forms may be obtained at Facilities Services, the school offices of the Burbank Unified School District or online at www.burbankusd.org. All copies of the application shall be completed and returned to Facilities Services; the original to be filed at Facilities Services, second copy to requesting, and third copy to the school.
3. Rental charges shall be made for all activities which do not qualify for free Civic Center use under the provisions of the Civic Center Act. A copy of the Fee Schedule adopted by the Board of Education can be obtained from Facilities Services.
4. School premises shall not be available on school days between the hours of 8 a.m. and 5 p.m. except by special permission of the Director of Facilities, nor shall school premises be available on such occasions or during such hours as have been scheduled in advance by the various school principals for school exercises or functions or in connection with regular school work.
5. Whenever the use of school premises without a rental fee is permitted, it is understood that there will be no admission fee charged, no soliciting of funds, no free will offering, nor sale of literature by the organization using the school facilities.
6. There shall be no smoking in or about school buildings and premises, nor shall intoxicants or narcotics be used, nor shall profane language, quarreling, fighting or gambling be permitted. Violation of this rule by an organization during occupancy shall be sufficient cause for revoking the organization's facility use permit and denying further use of school premises to the organization.
7. Nothing shall be offered for sale at meetings without special permission from the Director of Facilities.
8. The use of school premises shall not be granted when in the opinion of the Director of Facilities, there is a possibility of damage or injury to school property. In case loss or damage does occur, the person or group signing the request for use of premises shall be fully responsible and liable and shall assume such liability before being granted the use of school premises.
9. Any permit may be revoked by the Director of Facilities for any organization that fails to use the facility as scheduled for three consecutive times.
10. There shall always be a school custodian on duty when school facilities are being used by outside groups. It is further understood that all additional personnel furnished by the Board of Education become a part of the rental agreement. It shall be the duty of the custodian to see that these rules and regulations are enforced and to report any violations or attempted violations to the Director of Facilities. Whenever the Director of Facilities feels that these rules and regulations have been violated, he shall revoke such permit or permits to use as have been given to the organization in question and shall refuse to give further permits to them.
11. Persons or organizations using school premises including a stage or stage equipment shall not be permitted to remove or displace furniture or apparatus including lights, curtains, ceiling balances, the counter weights systems or the switchboard except under the supervision of the school employee in charge. Where a stage is to be used, full details of equipment and personnel needed must be furnished in advance.
12. All rental fees or service charges are payable in advance. Opening of the buildings for use shall be dependent upon the showing of an approved copy of the "Use of Facilities Request" to the custodian in charge. Users of outside facilities must have in their possession an approved copy of the request.
13. Any individual, group or organization qualified for free Civic Center use of school property shall assume the risks and bear all costs specified in the Civic Center Act and Board Policy. The Hold Harmless Agreement for Activities Qualifying for Free Civic Center Use Under Subdivision (a) of Education Code Section 40043 form approved by the Board of Education, shall be submitted with and become a part of the Use of Facilities Request. All other individuals, groups or organizations using school property shall hold the Burbank Unified School District, its governing Board, the individual members thereof, and all District officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property. A Hold Harmless Agreement for Activities Qualifying for Civic Rental Costs or Commercial Rentals form approved by the Board of Education shall be submitted with and become a part of the Request for Use of School Facilities. Organizations requesting permits for use of athletic facilities or other facilities as may be deemed appropriate shall provide evidence of suitable liability insurance coverage and shall provide a certificate of insurance showing the District as an additional named insured prior to the use of the facility.
14. The School District shall assume no responsibility for mail of a non-school group and shall not permit the use of the school telephone's or school mail by any such group or representative thereof.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities of the Burbank Unified School District (BUSD) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the BUSD, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has the opportunity to carefully consider such premises and facilities. It is further warranted that such entry into the BUSD for observation or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold the Burbank Unified School District, its Board of Education, officers, employees, members, representatives, agents, guests, invitees, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and premises [including travel to and from said facilities and premises] and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, employees, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

- (1) the loss of or damage to any of the District's facilities or premises including any building, structure, or improvement thereon, or any equipment to be used therein;
- (2) the injury to or death of any person including, but not limited to, the officers, members, employees, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
- (3) damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities.

Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities, access to said facilities and premises, and/or active or passive negligence of the Applicant or of the District, its Board of Education, officers, members, representatives, agents, guests, invitees, and/or employees.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Date:


Signature of Applicant

Angela Barlow
Print Name



BURBANK UNIFIED SCHOOL DISTRICT SCHOOLS ARE:

- Alcohol Free
- Tobacco Free
- Drug Free

We ask that all individuals and groups who use our facilities (buildings and grounds areas) support our effort to keep drugs, alcohol and tobacco out of the Burbank Schools.

Signed: _____

Organization: Burbank YMCA

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BURBANK UNIFIED SCHOOL DISTRICT
Facilities Services
 510 South Shelton Street Burbank, California 91506

Approval #

APPLICATION FOR USE OF FACILITIES

CONTACT INFORMATION:

Organization's Name Burbank YMCA
 Non-Profit Organization? Yes No
 (If yes, attach proof of non-profit status)
 Applicant's Name Angela Barlow

Mailing Address 332 East San Jose Avenue
Burbank, 91502
 Email angela@burbankymca.org
 Phone 818.562.5461 FAX _____

FACILITY INFORMATION:

School Requested Luther Middle School
 Dates Requested: (List individually)
Mo/Day/Year
Mon.-Fri. June 6-July 20, 2022

Facility Needed 2 classrooms, student/staff bathrooms, playground, lunch area
 (Auditorium, Gym, Classroom, etc.)
 Time AM/PM: (Facility opening/closing)
7:30am-5:30pm

EVENT INFORMATION:

Purpose of Event Learn Grow Thrive
 Number of Participants 160 Spectators _____
 Equipment Requests: (Subject to availability)

Fee Charged or Donation Accepted? Yes _____ No _____
 Event (will) (will not) be open to the general public.
 Special Needs:

CUSTODIAL SUPPORT REQUESTED:

Hours/Date(s) Needed Daily custodial needs.
 Custodial Support Funded By _____

*Your costs will continue to increase until your group leaves the premises!
 (When no custodial staff is on site and for weekend use, there is a 3-hour minimum - approximate cost of \$105.00)*

We hereby certify that we shall be responsible on behalf of our organization for any damage sustained by the school premises, furniture or equipment because of the occupancy of said premises by our organization, and we have signed and attached the appropriate Hold Harmless Agreement applicable to our user status. We agree to pay a non-refundable \$50.00 processing fee (Category II and III only). We, the organization, have read and agree to abide by and to enforce the rules, regulations and policies of the Burbank Board of Education governing the use of school facilities as printed on the reverse side hereof.

Applicant's Signature [Signature]
 Title Sr. Director of Child Dev.
 (See Regulation 13 on reverse)

Date 6.6.2022
 Phone 818-562-5461

Copy of Current and In Force Certificate of Insurance MUST be in Applicant's and/or Organization's Name and MUST be attached to this application. Liability Insurance Carrier _____

BURBANK UNIFIED SCHOOL DISTRICT USE ONLY:

Site Recommendation:
 Yes ___ No ___
 _____ Principal
 Approved: _____
 _____ Director of Facilities

Date _____
 Date _____

White - District Service Center Copy Yellow - School Copy Pink - Applicant's Copy

REPORT OF USE (Concerns, Violations, Damages, Etc.): _____
 Rev 4/2012 30-30750 (To be completed by the custodian working the use)

**RULES, REGULATIONS AND POLICIES OF THE BURBANK BOARD OF EDUCATION
REGARDING USE OF SCHOOL FACILITIES
(Per Board Policy 1330)**

1. All applications for the use of school facilities shall be referred to the Director of Facilities. These applications should be filed at least two weeks in advance of the time the use is desired.
2. Any request for the use of facilities by an organization or a group, shall be presented in writing on a form approved by the Board of Education and signed by the President or Secretary of the organization, or by the individual assuming responsibility for use of the facility. "Use of Facilities Request" forms may be obtained at Facilities Services, the school offices of the Burbank Unified School District or online at www.burbankusd.org. All copies of the application shall be completed and returned to Facilities Services; the original to be filed at Facilities Services, second copy to requesting, and third copy to the school.
3. Rental charges shall be made for all activities which do not qualify for free Civic Center use under the provisions of the Civic Center Act. A copy of the Fee Schedule adopted by the Board of Education can be obtained from Facilities Services.
4. School premises shall not be available on school days between the hours of 8 a.m. and 5 p.m. except by special permission of the Director of Facilities, nor shall school premises be available on such occasions or during such hours as have been scheduled in advance by the various school principals for school exercises or functions or in connection with regular school work.
5. Whenever the use of school premises without a rental fee is permitted, it is understood that there will be no admission fee charged, no soliciting of funds, no free will offering, nor sale of literature by the organization using the school facilities.
6. There shall be no smoking in or about school buildings and premises, nor shall intoxicants or narcotics be used, nor shall profane language, quarreling, fighting or gambling be permitted. Violation of this rule by an organization during occupancy shall be sufficient cause for revoking the organization's facility use permit and denying further use of school premises to the organization.
7. Nothing shall be offered for sale at meetings without special permission from the Director of Facilities.
8. The use of school premises shall not be granted when in the opinion of the Director of Facilities, there is a possibility of damage or injury to school property. In case loss or damage does occur, the person or group signing the request for use of premises shall be fully responsible and liable and shall assume such liability before being granted the use of school premises.
9. Any permit may be revoked by the Director of Facilities for any organization that fails to use the facility as scheduled for three consecutive times.
10. There shall always be a school custodian on duty when school facilities are being used by outside groups. It is further understood that all additional personnel furnished by the Board of Education become a part of the rental agreement. It shall be the duty of the custodian to see that these rules and regulations are enforced and to report any violations or attempted violations to the Director of Facilities. Whenever the Director of Facilities feels that these rules and regulations have been violated, he shall revoke such permit or permits to use as have been given to the organization in question and shall refuse to give further permits to them.
11. Persons or organizations using school premises including a stage or stage equipment shall not be permitted to remove or displace furniture or apparatus including lights, curtains, ceiling balances, the counter weights systems or the switchboard except under the supervision of the school employee in charge. Where a stage is to be used, full details of equipment and personnel needed must be furnished in advance.
12. All rental fees or service charges are payable in advance. Opening of the buildings for use shall be dependent upon the showing of an approved copy of the "Use of Facilities Request" to the custodian in charge. Users of outside facilities must have in their possession an approved copy of the request.
13. Any individual, group or organization qualified for free Civic Center use of school property shall assume the risks and bear all costs specified in the Civic Center Act and Board Policy. The Hold Harmless Agreement for Activities Qualifying for Free Civic Center Use Under Subdivision (a) of Education Code Section 40043 form approved by the Board of Education, shall be submitted with and become a part of the Use of Facilities Request. All other individuals, groups or organizations using school property shall hold the Burbank Unified School District, its governing Board, the individual members thereof, and all District officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property. A Hold Harmless Agreement for Activities Qualifying for Civic Rental Costs or Commercial Rentals form approved by the Board of Education shall be submitted with and become a part of the Request for Use of School Facilities. Organizations requesting permits for use of athletic facilities or other facilities as may be deemed appropriate shall provide evidence of suitable liability insurance coverage and shall provide a certificate of insurance showing the District as an additional named insured prior to the use of the facility.
14. The School District shall assume no responsibility for mail of a non-school group and shall not permit the use of the school telephones or school mail by any such group or representative thereof.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities of the Burbank Unified School District (BUSD) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the BUSD, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has the opportunity to carefully consider such premises and facilities. It is further warranted that such entry into the BUSD for observation or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold the Burbank Unified School District, its Board of Education, officers, employees, members, representatives, agents, guests, invitees, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and premises [including travel to and from said facilities and premises] and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, employees, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

- (1) the loss of or damage to any of the District's facilities or premises including any building, structure, or improvement thereon, or any equipment to be used therein;
- (2) the injury to or death of any person including, but not limited to, the officers, members, employees, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
- (3) damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities.

Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities, access to said facilities and premises, and/or active or passive negligence of the Applicant or of the District, its Board of Education, officers, members, representatives, agents, guests, invitees, and/or employees.

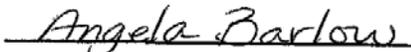
THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Date:



Signature of Applicant



Print Name



BURBANK UNIFIED SCHOOL DISTRICT SCHOOLS ARE:

- Alcohol Free
- Tobacco Free
- Drug Free

We ask that all individuals and groups who use our facilities (buildings and grounds areas) support our effort to keep drugs, alcohol and tobacco out of the Burbank Schools.

Signed: *S. Baker*

Organization: Burbank Ymca

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Appendix Q: Compliance Matrix

Title	Section V - Proposal Structure	Section VII - Selection Process	YMCA Proposal Section	Compliant? (Yes/No)	Comments
1. Cover Letter					
Provide a cover letter describing the Proposer, the name and address of the entity submitting the proposal, and the name, address, telephone number, and email of the person or persons who will serve as the Proposer's principal contact person authorized to make representations on behalf of the Proposer. The letter must bear the signature of the person having proper legal authority to make the proposal for the entity.	V.1		1	Yes	
2. Table of Contents					
Provide a table of contents listing the individual sections of the proposal and their corresponding page numbers.	V.2		2	Yes	
3. Executive Summary					
Provide a 1-2 page overview of the entire proposal describing the most important elements of the proposal and summarize key benefits of the proposal for the Burbank community, including but not limited to how the proposed use will provide educational, cultural, social, or recreational activities to the general public.	V.3		3	Yes	
4. Qualifications - Proposer Identification					
Organization/Proposer Legal name and address	V.4.a.i	VII.2.a Qualifications and Prior Experience of Proposer (10 points)	4.1.1, 4.2.1	Yes	
EIN – IRS issued Employer Identification Number	V.4.a.ii		4.1.1, 4.2.1	Yes	
Year established	V.4.a.iii		4.1.1, 4.2.1	Yes	
Legal form of company (partnership, corporation, nonprofit, etc.) and years in business. Include documentation showing all members or partners in the company structure.		i. Experience and qualifications of Proposer in managing and operating similar facilities will be considered, as well as overall financial health of the Proposer's organization, management and governance structure, and key leadership.	4.1.1, 4.2.1	Yes	
Proof of good standing with the California Secretary of State			Appendix A, Appendix C	Yes	
If tax-exempt, proof of federal, state, and/or local tax-exempt status, including any determination/verification by the Los Angeles County Office of the Assessor of property tax-exempt status	V.4.a.iv		Appendix B, Appendix D	Yes	

If Proposer is a wholly-owned subsidiary of a parent company, provide the legal name and form of the parent company.	V.4.a.v		4.1.1, 4.2.1	Yes	
Official website, if available	V.4.a.vi		4.1.2, 4.2.2	Yes	
Social Media accounts (as available) – Facebook, Twitter, Instagram, etc.	V.4.a.vii		4.1.2, 4.2.2	Yes	
Mission Statement, if available	V.4.a.viii		4.1.3, 4.2.3	Yes	
Vision Statement, if available	V.4.a.ix		4.2.3	Yes	
Identification of any possible conflicts of interests; past or pending litigation with the City or any other public or private entity; and any past or pending civil or criminal investigations, including any past or pending litigation related to the Burbank Center Stage, ONNI BURBANK TOWN CENTER LLC, CAPREF Burbank LLC, or the Burbank Town Center.	V.b		4.1.5	Yes	
Previous Contracts with City - The Proposer shall submit a list of any project contract awards or amendments awarded by the City to the Proposer in the last three (3) years. The list shall include a short description of the project, brief summary of the project scope of work, award date, completion date, City project manager, and contract value.	V.c		n/a	Yes	

5. Qualifications - Proposer's Previous Operating Experience

Any relevant experience working with public entities on a rental agreement basis.	V.5.a	VII.2.a Qualifications and Prior Experience of Proposer (10 points) i. Experience and qualifications of Proposer in managing and operating similar facilities will be considered, as well as overall financial health of the Proposer's organization, management and governance structure, and key leadership.	5.1.1, 5.2.1.3, 5.2.1.4	Yes	
Any relevant experience operating and managing a similar facility. For each facility, please provide:	V.5.b		5.1.2	Yes	
Location, site plan, and photographs;	V.5.b.i		Appendix F	Yes	
Facility dimensions, size/capacity, and amenities;	V.5.b.ii		Appendix F, 5.1.2.1.1, 5.1.2.2.1, 5.1.2.3.1, 5.1.2.4.1, 5.1.2.5.1, 5.1.2.6.1	Yes	
Rental timeline/length of agreement and any contract extensions;	V.5.b.iii		Appendix J, Appendix K, Appendix L, Appendix M, Appendix P	Yes	
Rental fees payable;	V.5.b.iv		5.2.1.3, 5.2.1.4, 5.2.1.5, 5.2.1.6	Yes	
Description of the most recent annual schedule of events, including dates when such schedule was in effect;	V.5.b.v		5.1.2.1.2, 5.1.2.2.2, 5.1.2.3.2, 5.1.2.4.2,	Yes	

			5.1.2.5.2, 5.1.2.6.2, 5.2.1.3, 5.2.2, 5.2.3, 5.2.4		
Annual attendance/visitors at the facility during the last three (3) years that Proposer operated/managed the facility;	V.5.b.vi		5.1.2.1.3, 5.1.2.2.3, 5.1.2.3.3, 5.1.2.4.3, 5.1.2.5.3, 5.1.2.6.3, 5.2.6	Yes	
General description of the environment in which the facility operated, such as population size, demographic characteristics, competitive environment, etc.;	V.5.b.vii		5.1.4, 5.2.7	Yes	
Operating plan including key operating features, such as: Operating budget (revenues and expenses) during the last three (3) years that Proposer managed/operated the facility;	V.5.b.viii		5.1.2.1.4, 5.1.2.2.4, 5.1.2.3.4, 5.1.2.4.4, 5.1.5, 5.2.5, 5.2.8	Yes	
Copy of land use agreement (lease or other) if applicable;	V.5.b.ix		Appendix J, Appendix K, Appendix L, Appendix M, Appendix P	Yes	
Management/owner and landlord/public agency contact (if applicable) of the facility during Proposer's operation/management of the facility.	V.5.b.x		Appendix J, Appendix K, Appendix L, Appendix M, Appendix P	Yes	
6. Qualifications – Proposer's Governance Information and Key Leadership					
Proposer's highest ranking paid employee (CEO, Executive Director, etc.). Provide full name, title, telephone number, email address, date when started in current role (month and year), and brief description of professional background.	V.6.a	VII.2.a Qualifications and Prior Experience of Proposer (10 points)	6.1.1, 6.2.1	Yes	
Proposer's Board Chair, if applicable. Provide full name, title, telephone number, email address, date when started in current role (month and year), and brief description of professional background.	V.6.b	i. Experience and qualifications of Proposer in managing and operating similar facilities will be considered, as well as overall financial health of the Proposer's organization, management and governance structure, and key leadership.	6.1.2, 6.2.2	Yes	
If applicable, provide a listing of all Board Members including a brief description of their areas or professional expertise, whether current or retired (e.g. law, accounting, health care, academic, etc.).	V.6.c		6.1.3, 6.2.3	Yes	
If applicable, provide a listing of all Board Committees.	V.6.d		6.1.4, 6.2.4	Yes	
7. Qualifications – Proposer's Financial Information					
One (1) copy of CPA firm-audited (or CPA firm-reviewed) annual financial statements for the Proposer's most recent fiscal year and two (2) previous years;	V.7.a	VII.2.a Qualifications and Prior Experience of Proposer (10 points)	Appendix O	Yes	

Tax returns (or Schedule C if a sole proprietorship) for the most recent fiscal year and two (2) previous years. Please redact any personal information such as a social security number, etc.	V.7.b	i. Experience and qualifications of Proposer in managing and operating similar facilities will be considered, as well as overall financial health of the Proposer's organization, management and governance structure, and key leadership.	n/a	n/a	
Form 990 (if tax-exempt) for the most recent fiscal year and two (2) previous years.	V.7.c		Appendix N	Yes	
Summary of operating revenues and expenses in the most recent fiscal year and two (2) previous years, broken out per revenue and expense area. If total operating expenses exceeded total revenue in any of the last three (3) years, explain the reason for the deficit, indicate the size of any endowment, and steps taken to address the shortfall.	V.7.d		7.1, 7.2	Yes	
State whether the Proposer has filed for bankruptcy in the last ten (10) years and provide any other relevant financial information.	V.7.e		7.1	Yes	

8. Financial Statement and Proposed Financial Terms

Specify key financial components of the proposal related to the management and operation of the Facility. This should include proposed monthly rental fee or other revenue sharing terms with the City, cost and revenue projections, and the Proposer's financing strategy. At a minimum, this should include the following:	V.8	VII.2.b Proposed Use and Business Plan (20 points)	8	Yes	
The proposed rent, including base rent, participation rent, proposed escalations, rent features, revenue sharing, and/or other significant features of the sublease. The final rental fee or financial arrangement with the City will be negotiated and confirmed during contract negotiations with the selected Operator and will remain valid for the initial contract term of five (5) years. The rate may be subject to renegotiation prior to any contract extension.	V.8.a	i. Quality and nature of proposed programming for the Facility will be considered, as well as financial and operational viability of the proposed business plan and its long- term potential to maintain the Burbank Center Stage as a vibrant center for educational, cultural, social, and recreational activity for Burbank residents.			
Provide detailed operating revenue and expense estimates for the first five (5) years of operation.	V.8.b	ii. Identify any business plans to reinvest proceeds to support educational, cultural, social, and recreational activity for the community.	8.3, Table 19, Table 20	Yes	
An overview of the financing and/or fundraising plan to support Facility operations in the first five (5) years of operation (limit 500 words or less), including:	V.8.c	iii. Identify any business plans to provide subsidies in the form of reduced rates to resident nonprofit groups.	8.1	Yes	
Anticipated income from admissions	V.8.c.i		8.3	Yes	
Anticipated income from community/civic group rentals, if applicable	V.8.c.ii		8.3	Yes	
Anticipated income from private/commercial rentals, if applicable	V.8.c.iii		8.3	Yes	
Anticipated Board giving, if applicable	V.8.c.iv		8.1	Yes	

Estimated donations from individuals, corporations, and foundations, if applicable	V.8.c.v	VII.2.d. Proposed Rate (10 Points)	8.1	Yes	
Brief outline of any anticipated fundraising events, galas, etc., if applicable	V.8.c.vi	i. The competitiveness of the proposed monthly rate (including revenue sharing and capital investments, as may be applicable) payable to the City for the use of the Facility will be considered.	8.1	Yes	
If applicable, include a brief description of and rationale for any initial or future capital investment, facility alterations, or building improvements the Proposer would make within the first five (5) years of operations to reflect the needs of the proposed programming and Facility usage, including estimated capital costs and strategies for financing (limit 500 words or less).	V.8.d		8.2, 10.4	Yes	
9. Proposed Business Plan					
Outline a preliminary Business Plan for the Facility, and how Proposer will provide educational, cultural, social and recreational activities to the general public. Business Plan should include, at a minimum, the following:	V.9	VII.2.b Proposed Use and Business Plan (20 points)	9	Yes	
A summary business statement including the Proposer's vision for the Facility for the next 5 years and the next 10-15 years (limit 400 words or less).	V.9.a	i. Quality and nature of proposed programming for the Facility will be considered, as well as financial and operational viability of the proposed business plan and its long- term potential to maintain the Burbank Center Stage as a vibrant center for educational, cultural, social, and recreational activity for Burbank residents.	9.1	Yes	
Anticipated calendar of events in the first five (5) years of operation. For a sample table see Exhibit E.	V.9.b		9.2, Table 21	Yes	
Description of anticipated local partnerships, if applicable (artistic, co-production, community partnerships, etc.), including a brief statement of support from each potential partner (limit 250 words or less per partner), with full name, title, and contact details (telephone and email).	V.9.c		9.3	Yes	
Brief description of target visitor profile based on proposed programming.	V.9.d	ii. Identify any business plans to reinvest proceeds to support educational, cultural, social, and recreational activity for the community.	9.4	Yes	
Estimated total attendance levels in the first five (5) years of operation. For a sample table see Exhibit F.	V.9.e		9.2, Table 22	Yes	
Estimated admission price levels for programming (if applicable).	V.9.f		9.5	Yes	
Estimated rental fees for community/civic group rentals and private/commercial rentals (if applicable).	V.9.g	iii. Identify any business plans to provide subsidies in the form of reduced rates to resident nonprofit groups.	9.6	Yes	
General staffing and security plan, including a basic organizational chart and a brief outline of duties and responsibilities.	V.9.h	VII.2.d. Proposed Rate (10 Points)	9.7	Yes	
Anticipated governance and/or Board structure if applicable, including a brief statement on the Proposer's strategy for cultivating new Board members (limit 250 words or less).	V.9.i	i. The competitiveness of the proposed monthly rate (including revenue sharing and	9.8	Yes	

A description of the concessions and services that would be offered at the Facility, if any.	V.9.j	capital investments, as may be applicable) payable to the City for the use of the Facility will be considered.	9.9	Yes	
Statement on Facility maintenance plan and quality standards.	V.9.k		9.10	Yes	
Overview of the Marketing Plan for the Facility (limit 500 words or less), including any Public Relations and/or (re)branding plans as applicable	V.9.l		9.11	Yes	
10. Assumptions					
Please provide details of your analysis that support your assumptions in your proposed business plan, such as attendance levels, admission price levels, anticipated number of rentals, etc. Provide supporting documentation at the end of your Proposal as appropriate. The analysis/supporting documentation may include, but is not limited to:	V.10	VII.2.c Business Plan Assumptions (10 Points) i. The extent and depth of research to support market assumptions in the proposed business plan will be considered, as well as the quality of the analysis to determine realistic goals and projections in the business plan.	10	Yes	
Benchmarking of similar venues in the Los Angeles metropolitan area, their programming, admission prices and/or rental fees and average annual attendance.	V.10.a		10.1	Yes	Average annual attendance for other venues is not included because it is not publicly available.
Analysis of market demand for the proposed schedule of events/rentals.	V.10.b		10.2	Yes	
Details and results of any preliminary discussions with potential program partners, co-producers or co-promoters for mainstage events and performances and/or for educational and community programs in the Facility.	V.10.c		10.3, 9.3.2, Appendix H	Yes	
If the Proposer anticipates any Facility alterations in the first five (5) years of operation, provide details of any analysis conducted to support the projected capital costs.	V.10.d		10.4	Yes	
11. Sublease and Operating Agreement					
Specify all proposed exceptions/modifications to the proposed Sublease and Operating Agreement between the selected Operator and the City, a copy of which is provided in Exhibit G. If proposing exceptions/modifications, Proposer must include the following:	V.11		11	Yes	
A red-lined version of the Sublease and Operating Agreement that clearly tracks all proposed changes (additions, deletions, modified language, or new provisions), and	V.11.a		11	Pending	
Written documentation providing an explanation/rationale for each individual change proposed, including both the rationale for proposing the change and the proposed benefit to the City for accepting the change.	V.11.b		11	Yes	



Attachment 3

THE GREENHOUSE ARTS & MEDIA

P.O. Box 3832, Valley Village, CA 91617

T: 818 392 4886

info@greenhouseproductions.com

www.greenhouseproductions.com

February 6, 2023

To Whom It May Concern,

It is with great pleasure that The Greenhouse Arts & Media, a 501(c)(3) nonprofit organization, offers to the City of Burbank its proposal for a new Center for Creative Arts to be located at the Burbank Center Stage Theater at 555 N. 3rd Street, Burbank, California 91582.

The proposed Center will serve the educational, cultural, social, and recreational needs of the general public in the local community and the larger Los Angeles area with professional performances and projects in the various arts, including theater, music, film, comedy & spoken word, dance, and the visual arts.

The Center for Creative Arts will also serve as a venue for workshops, labs, and continuing professional education in the creative arts and media. It will provide dedicated space for creative artists and professionals from across the city to meet, collaborate, and work on their craft.

The Center will also be a venue for the various arts-related live events and programs The Greenhouse has developed over the past 16 years, including workshops, continuing professional education, mentoring, writers groups, participation labs, artist community events, performances, and more, as described further in this proposal. These events and programs have served thousands of creative artists since The Greenhouse's inception in 2007.

The space will be managed and maintained by The Greenhouse for the benefit of both creative artists and for the larger local community, and will offer opportunities for other community, civic, charitable, and private activities through the rental of various parts of the space.

Thank you for your consideration of this proposal, and we look forward to sharing our vision for The Center for Creative Arts with you.

All my best,

Shun Lee Fong

President & Creative Director

shunlee@greenhouseproductions.com



THE GREENHOUSE

— ARTS & MEDIA —

The Center for Creative Arts

PROPOSAL

RFP No. PR2023-45025-1019

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EXECUTIVE SUMMARY

It is with great pleasure that The Greenhouse Arts & Media, Inc. proposes to the City of Burbank a new **Center for Creative Arts** to be located at the Burbank Center Stage Theater at 555 N. 3rd Street, Burbank, California, 91682.

Since The Greenhouse's establishment as a 501(c)(3) nonprofit arts organization in 2007, it has worked with thousands of creative artists in the Los Angeles area and across the country through creative projects & performances, mentoring, community events, and continuing professional education.

The Greenhouse's commitment to equipping and mentoring creatives of all disciplines has garnered recognition by and relationships with some of the most successful professionals and companies in the arts & entertainment industries. And with that growth comes the opportunity to create a new Center for Creative Arts where The Greenhouse will serve the educational, cultural, social, and recreational needs of both creative artists and members of the general public.

As part of its management and maintenance of this proposed Center, and led by its team of creative professionals, The Greenhouse will serve the local community and the larger Los Angeles area through a wide variety of activities, as we will describe in further detail in this proposal.

At the Center, The Greenhouse will create and promote professional

performances and projects in the various arts to be displayed for the benefit and enjoyment of the general public. These performances and projects will include live theater, music, film, comedy & spoken word, dance, and the visual arts. These events will be fully accessible to the local community and will include discounted ticket prices for youth and senior citizens.

The Center will also be a venue for the numerous arts-related events and programs The Greenhouse has developed for the local community over the last sixteen years, and which have served thousands of creative artists since The Greenhouse's inception. These events and programs include the Creative Lab, the Filmmakers Lab, The Greenhouse Studios, Hollywood Connect, The Spotlight Workshops, and other labs, workshops, and continuing professional education for the various disciplines in the creative arts and entertainment.

The Greenhouse will host networking events, open-mic nights, and art gallery exhibitions that will showcase the works of local musicians, painters, sculptors, photographers, and other artists. It will also host events at which the local community has the opportunity to meet local creative artists.

The Greenhouse will provide creative working space for artists and professionals from across the city to meet, collaborate, and work on their craft and in community with one another.

EXECUTIVE SUMMARY

The Center for Creative Arts will include a creative community space that will be open to the public on weekdays, where creative artists from across the city can meet, write, collaborate, and work on their projects, as well as purchase books, magazines, and other resources geared toward creatives. This community space will cultivate a comfortable environment that enhances creativity, drawing artists from all over.

As part of its management of the Center, The Greenhouse will also make the facilities available for other creative organizations, charitable nonprofits, and civic & community groups to rent at reasonable rates, including discounted rates for organizations that meet nonprofit and civic qualifications.

And with The Greenhouse's expanding work with high schools, universities, and colleges, the Center will serve as a home base for students - not only from the Los Angeles area, but also those who come from across the country for short-term experiences of what is needed to thrive in this creative center of the world.

Every time there is an event at the Center, it will draw hundreds of people to the area's downtown shops, restaurants, movie theaters, and other businesses, boosting the Burbank economy and local business owners.

As part of this proposal, The Greenhouse intends to share revenue from the activities at the facilities with the City of Burbank. The Greenhouse also intends to provide various improvements to the space - for the benefit of its programs and performances, as well as to enhance the property's value and prolong its useful life.

Through the Center for Creative Arts, The Greenhouse will make full and proper use of the facilities on behalf of the local community, opening its doors once again to bring value and revenue to the City of Burbank, to equip the community's creative artists and performers, and to provide the general public with exceptional cultural opportunities.



MISSION STATEMENT

The Greenhouse exists to bring creative artists to life.

Its mission is to maximize the potential and productivity of individuals engaged in the creative arts by equipping them in all areas of life through relationships, mentoring, group discussions, and artistic projects & performances. It seeks to engage and enhance culture locally and globally through superior artwork and entertainment.

By seeking to value, serve, and equip artists and the artistic community, and by maintaining a commitment to creativity and artistic excellence, The Greenhouse provides people with the opportunity to create quality art & entertainment that explores meaning, moves emotion, sparks imagination, and enlightens the soul.



INTRODUCTION

The Greenhouse Arts & Media is a 501(c)(3) nonprofit organization dedicated to the development and equipping of creative artists in the various disciplines of film, theater, music, the visual arts, and more. With an emphasis on artistic excellence, collaboration, mentoring, and community, The Greenhouse is committed to developing artists who are prepared to create projects and performances that explore and display truth and beauty, effecting change in the arts & entertainment industries and benefitting both the local and global culture.

The Greenhouse was created in June 2007 as an organization for Los Angeles creative artists and entertainment professionals of all disciplines to engage in collaboration, community, and continuing professional training in art, entertainment, creativity, and life.

The Greenhouse started as a group of artists who wanted to collaborate creatively, to explore the intersection of their own talents with the broader arts & entertainment industries, and to serve one another and their communities. With the support of companies and organizations such as CBS Studios, Netflix, Canon, and significant industry professionals, the group quickly expanded, attracting creative artists of all sorts from around the world with an environment that intentionally fosters artistic excellence, creativity, encouragement, generosity, service, and mentoring.

As of today, there have been over 9,500 creative artists from all over the world who have been a part of or have been impacted by The Greenhouse, its programs, and its projects & performances. That number continues to grow as the organization expands.

Here you will find The Greenhouse's proposal for its next step of growth: a Center for Creative Arts that not only continues its accomplishments in professional training and mentoring in the arts & entertainment, but also provides the local community with exceptional performances and projects through film, theater, music, and more.



THE GREENHOUSE ARTS & MEDIA, INC

The Greenhouse Arts & Media, Inc. ("The Greenhouse") is a 501(c)(3) nonprofit organization established in 2007 and registered as a public charity in the State of California on April 25, 2008. (See Exhibits X & Y). It has been in continuous business since 2007, that is, sixteen years.

The Greenhouse's employer identification number (EIN) is 36-4633462.

Its website is at www.greenhouseproductions.com.

Its social media accounts are as follows (or see the QR codes below):

Facebook: facebook.com/groups/greenhousearts

Instagram: instagram.com/greenhousearts

YouTube: youtube.com/@the.greenhouse

Twitter: twitter.com/greenhousearts

LinkedIn: linkedin.com/company/42716315/

The Greenhouse has no conflicts of interest, past or pending litigation with the City of Burbank or any other public or private entity, or any past or pending civil or criminal investigations, including any past or pending litigation related to the Burbank Center Stage, ONNI BURBANK TOWN CENTER LLC, CAPREF Burbank LLC, or the Burbank Town Center.

The Greenhouse has no previous contract awards or amendments with the City of Burbank in the last three years.



Website



Facebook



Instagram



YouTube



Twitter



LinkedIn

PREVIOUS VENUE EXPERIENCE

Since its establishment in 2007, The Greenhouse has had the opportunity to work with other organizations' properties and facilities as venues to run its various programs. Some properties involved leasing the space, while others were donated spaces given The Greenhouse's nonprofit status.

Please see the list below and information for owners, managers, and/or primary contacts.

CBS Studios-Radford

Michael Klausman
President of Television Center
323-575-4200
michael.klausman@tvcityla.com

The Shakespeare Club of Pasadena

Marco Barman
626-675-522
mebarman@gmail.com

Liz Barman
626-423-3322
lizbarman171@gmail.com

Netflix

Sommerly Simser-Roe, Production Finance
702-577-8894
sommerlysimser@gmail.com

First Presbyterian Church of Hollywood

Karen Covell
Director of Hollywood Prayer Network
818-508-6385
karen@hpnemail.org

Orrill's Auction:

Chris Orrill, Owner
818-209-2088
jocool77@gmail.com

Awaken Church

Alex Prokopchik
(323) 270-9662
russianchurch@sbcglobal.net

INDUSTRY ACCOLADES

The value that The Greenhouse brings to the Hollywood community is crucial to artists as they strive to create their best work. Finding one's tribe in the vast sea of the entertainment industry is paramount to success and sanity. The Greenhouse provides this and so much more.

KIRSTIN SWANSON WILDER

Vice President/Managing Editor
Variety Magazine (1992-2016)

The Greenhouse Arts & Media community is one of a kind in our industry. It's the best networking, educational, and mentoring group I've yet seen.

SHAWN BROES

Editor & Visual Effects Artist
Blade Runner 2049, Dunkirk, I-Robot

The impact of The Greenhouse on the culture of Hollywood is remarkable. Shun Lee Fong and The Greenhouse team have done a brilliant job bringing in the most innovative, creative, and successful voices in the industry to speak into a new generation of filmmakers, producers, and creative leaders. The Greenhouse is filling a critical role in Hollywood, by providing continuing education, production opportunities, and networking to thousands of up-and-coming filmmakers, producers, and creative leaders.

PHIL COOKE, PH.D.

Filmmaker, Author
& Media Consultant

If you have the passion to be an artist, The Greenhouse will help you bring it to life with its thriving community of talented professionals interacting with emerging artists. Their impressive lineup of industry professionals leads to the highest level of creative development and hands-on experience. If you intend to develop a career in Hollywood, I truly believe The Greenhouse needs to be on your

DAVID MCFADZEAN *resume.*

Film & TV Producer/Writer
Home Improvement, Rosanne
What Women Want

The Greenhouse is a source of great help for artists like me, not only in craft, but also in guidance and mentorship. Its approach is holistic: professional, practical, and personal. I have taught at some sessions and I have been taught – and I can honestly say there is nothing quite like

BRIAN GODAWA *it out there.*

Screenwriter & Novelist
To End All Wars, The Visitation

The Greenhouse is a very important part of the Hollywood community because it provides guidance especially to young people who are making their way through the labyrinth that is Hollywood. The Greenhouse also provides a sound ethical framework so that young people don't have to sell their souls to succeed. They're doing important work.

MARK JOSEPH

Film Producer
Reagan, The Vessel

INDUSTRY ACCOLADES

The Greenhouse is a great place to start and connect into Hollywood; go there to do the work of figuring out how you fit and use your best skills. The leadership and experts you meet are telling it straight.

RALPH WINTER

Film Producer
*X-Men, Fantastic Four
Planet of the Apes*

The Greenhouse acts like a training program for anyone that wants to be in the business or has been in the business but needs to learn, find mentors, and meet more people that they can team up with. Our business can get very frustrating without having access to the above. The Greenhouse is the perfect organization to make things happen.

ERIK KRITZER

Talent Manager
LINK Entertainment

The Greenhouse is a shining example of what the creative community in Los Angeles could and should be doing to nurture and support new talent in the business of storytelling! Shun Lee and the members of his creative team put a warm and responsive face on a business that often seems faceless and unresponsive. There is no limit to how effective The Greenhouse could be! How we tell our stories is evolving, quickly - come be a part of defining this new world with your creative family at The Greenhouse.

JOHN OVER

Emmy Award-Winning
Producer, Director & Designer
Animaniacs, Tiny Toons

A key to finding success in Hollywood – both personal and professional success – is finding a community – one that gets you, that pushes you to grow, that celebrates you, that refreshes you. The Greenhouse is the place to find that community. It is not just an oasis – it is a vital aspect of the fulfilled life of an artist.

SEAN GAFFNEY

Film & TV Writer
Story Administrator
Warner Bros. Features

For all aspiring storytellers, The Greenhouse is essential! The resources The Greenhouse team provides goes beyond fueling excellence of craft; they create a community where collaboration and relationships thrive.

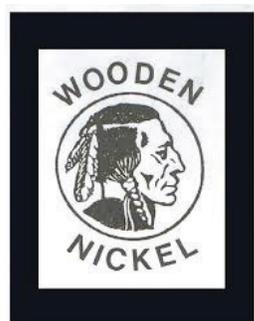
DAN RUPPLE & PEGGY RUPPLE

Producer & Writer
Comedian
CEO of Mastermedia

Associate Director
Windrider Forum
Sundance Film Festival

PREVIOUS SPONSORS

The Greenhouse has had the honor of being sponsored and/or supported by a number of prestigious and established organizations throughout the arts & entertainment industry, including the following:



PRESIDENT & CREATIVE DIRECTOR



SHUN LEE FONG

818.392.4886 (office)

310.351.6454 (mobile)

shunlee@greenhouseproductions.com

Shun Lee is an actor, writer, director, and the creative principal of Genuine Productions, LLC. He graduated *summa cum laude* from Creighton University with a degree in journalism & mass communications. After obtaining a Juris Doctorate at the University of Iowa, he practiced law for 5 years, focusing on intellectual property, media law, and corporate transactions, before pursuing his professional creative career. A member of SAG-AFTRA, he has performed in numerous film, theater, commercial, voiceover, and print projects. He is a producer of the

animated series *The Dead Sea Squirrels* and the feature films *Sketch*, *Crosspoint*, and *Sun Moon*, and spends time as a musician on stage and in the studio. He has written a number of articles, screenplays, and other works and is the author of *The Saints & The Poets*. A popular speaker on creativity & leadership, he teaches entertainment law at Elon University, John Paul the Great University, Asbury University, and Lipscomb University.

Shun Lee has served as the President and Creative Director of The Greenhouse Arts & Media since its inception in June 2007. Since then, he has successfully guided and expanded the organization by creating a number of acclaimed programs, performances, and projects, including The Greenhouse Studios, The Greenhouse Production Program, The Creative Lab, The Spotlight Workshops, The Filmmakers Lab, The Entertainment Alliance Mentoring Program, The Greenhouse: Music, and more. Under his leadership, The Greenhouse and its team have mentored and impacted over 9,500 creative artists from around the world. During that time, he has produced and/or directed over 120 short films, produced numerous music concerts and other entertainment community events, and led interviews of some of the industry's most successful creative professionals. Added to these creative endeavors, he has regularly taught workshops on entertainment law, copyright & intellectual property, and film financing & distribution.

With his background in business, law, and the arts, and as an accomplished actor, writer, musician, and filmmaker himself, Shun Lee has deep insight and vision for equipping and mentoring artists, identifying and cultivating talent, leading effective creative teams, and developing high quality projects and performances that shape community and culture.

BOARD OF DIRECTORS



DOUG JONES

is a multi-award winning actor with a long career in memorable roles for blockbuster movies. He starred as the goofy zombie 'Billy Butcherson' in *Hocus Pocus*, and then was thrust to the forefront as the fishman sidekick, 'Abe Sapien', in *Hellboy*. He rose to new heights with his iconic roles as the 'Amphibian Man' in Guillermo del Toro's Academy Award 2017 Best Picture *The Shape of Water*, and as 'Pan' and the 'Pale Man' in the multi-Oscar winning *Pan's Labyrinth*. He was the 'Silver Surfer' in *Fantastic 4: Rise of the Silver Surfer*, and reprised 'Abe Sapien' in *Hellboy II: The Golden Army*. He played roles in *Legion*, *Crimson Peak*, and *Nosferatu*. TV critics loved his award-winning work in the highly praised CBS series *Star Trek: Discovery* as Commander Saru. He also appeared in *Fear Itself*, *Buffy the Vampire Slayer*, *The Neighbors*, *The Strain*, *Arrow*, *The Flash*, and as the helpful alien 'Cochise' in Steven Spielberg's series *Falling Skies*.



NANCY STAFFORD

has been a series regular on six TV series, including five years as Andy Griffith's law partner on *Matlock* and three years on the Emmy-winning *St. Elsewhere*. Her many episodic roles include *Frasier*, *The Mentalist*, and a recurring role in *Scandal*. Her films include *First Lady* and *Faith, Hope & Love*, *Heritage Falls*, *Heaven Bound*, *I'm Not Ashamed*, and Hallmark's *Christmas with a Capital C*, *Christmas for a Dollar*, and *Christmas Oranges*. She directed her first feature film, *Damaged Goods*, and is producing and writing several film and TV projects. The best-selling author of two books published by Penguin Random House, *The Wonder of His Love* and *Beauty by the Book*, she is a frequent and popular speaker at conferences, colleges, and corporations nationwide. She serves on Biola University Studio Task Force, Dove Foundation Advisory Board, and SAT-7 satellite TV broadcasting in the Middle East and North Africa.

BOARD OF DIRECTORS



KOREY POLLARD

is a Directors Guild of America first assistant director, mentor, and lecturer. His TV credits include *Salem*, *The Player*, *A to Z*, *Murder In the First*, *Nashville*, *Rizzoli & Isles*, *Lie to Me*, *Life*, *Monk*, *Deadwood*, *House M.D.*, *Grey's Anatomy*, *CSI* and *Boomtown*. Film credits include *Once Upon a Time in Mexico*, *Spy Kids 2*, *Thirteen Days*, *Waterworld*, *Clear & Present Danger*, *G.I. Jane*, *That Thing You Do*, and *Stand By Me*, among many others. He co-produced his first film, *The List*, in 2006, and recently produced *What Remains*, starring the late Anne Heche. He has been a guest lecturer at University of Texas; Branford College-Yale, Belmont University, Biola University, Lipscomb University, Eastern University, Azusa Pacific University, Chapman University, Vanguard University, Compass College of Cinematic Arts, and L.A. Film Studies Center. He was on the advisory board of Compass College of Cinematic Arts and holds a position on the 1st Assistant Director/Unit Production Manager Committee of the DGA.



MARK ATTEBERRY

is an award-winning actor, photographer and director. He's internationally known for his headshot, advertising & documentary photography. His clients include CAA, ICM, WME, NBC, CBS, A&E, Bravo, and more. Voted as one of the "Best Headshot Photographers in L.A." by BackStage West magazine, he was honored by the Photography for Social Change Foundation as one of the top 100 documentary photographers in the world. His acting credits include *Gone Girl*, *The Hulk*, *For The People* (putting him in contention for an Emmy nomination), *SWAT*, *Grace & Frankie*, *Agents of SHIELD*, *Code Black*, *Scandal*, *Black-ish*, *Grey's Anatomy*, *CSI: Cyber*, *The Newsroom*, *Bones*, *Criminal Minds*, *Dexter*, *House M.D.*, *24*, *Rules of Engagement*, *Justified*, and more. He lectures regularly for SAG-AFTRA and other organizations on image & type and acting. He's written several books, including *The Working Actor's Guide to LA*. He is the founder of Be A Working Actor Studios.

BOARD OF DIRECTORS



CAREN KELLY

grew up in South Central Pennsylvania and attended school in upstate New York, including several months at the New York School of Urban Ministry in New York City. Among her many travels, she studied in Sydney, Australia, exploring film production. Her wide range of interests has connected her love for serving people in the inner city, theological studies, and her ability to create film and other media productions. After serving in an administrative position in Pennsylvania for a few years, she pursued her long-time dream of living and working as a producer in the Hollywood film industry. She loves to enable others to put their dreams into motion and to encourage and challenge people to use their creative abilities to transform culture in Hollywood and around the world. After her time in Los Angeles she returned to her home state, Pennsylvania, continuing in film production and property management. She currently is the associate producer on the feature film *Crosspoint* and a producer on the feature film *Frustration*.



SHUN LEE FONG

is an actor, writer, director, and the creative principal of Genuine Productions, LLC. He graduated *summa cum laude* from Creighton University with a degree in journalism & mass communications. After obtaining a Juris Doctorate at the University of Iowa, he practiced law for five years, focusing on intellectual property, media law, and corporate transactions, before pursuing his professional creative career. A member of SAG-AFTRA, he has performed in numerous film, theater, commercial, voiceover, and print projects. He is a producer of the animated series *The Dead Sea Squirrels* and the feature films, *Sketch*, *Crosspoint* and *Sun Moon*, and spends time as a musician on stage and in the studio. He's written a number of screenplays, articles, and other works and is the author of *The Saints & The Poets*. A popular speaker on creativity & leadership, he teaches entertainment law at Elon University, John Paul the Great University, Asbury University, and Lipscomb University.

KEY LEADERSHIP

Sheryl Anderson leads The Greenhouse's Catalyst Writers Group. She is a television writer/producer; she is currently the showrunner of *Sweet Magnolias* on Netflix. Her credits include *Parker Lewis Can't Lose*, *Charmed* (the first one), *Flash Gordon*, and *Ties That Bind*. She has sold pilots to SyFy, Lifetime, and NBC, and written movies for Lifetime, Hallmark, and UPtv.

Abbie Cobb leads The Greenhouse's Creative Lab. She is an actress and acting coach, with roles in theater, films, and TV shows, including *NCIS: Los Angeles*, *Suburgatory*, *American Horror Story*, *Grey's Anatomy*, *The Mentalist*, *True Blood*, *90210*, *The Secret Life of the American Teenager*, and feature films like *Moms' Night Out* and *The Umbrella Man*. She landed her first role on Disney's *StarStruck* and continued working on shows like *Pair of Kings*, *Good Luck Charlie*, *It's Christmas!*, *Jonas*, and *Imagination Movers*. She spends time mentoring and coaching actors at The AFA Studio, an acting studio she co-founded. A popular keynote speaker at conferences & workshops, she shares her book, *Stuck on a Ferris Wheel*, to inform and encourage actors.

Colleen Darling is a voiceover actress, theater director, and the Director of Operations for The Greenhouse. Her experience is multifaceted and includes stage, film, and TV. She has done everything from travel with a repertory theater company to working at Warner Bros. Studios. Her theatrical experience encompasses acting, producing, directing and stage managing. An abbreviated list of her theatrical projects includes *Gypsy*, *The King and I*, *Watch on the Rhine*, *The Wizard of Oz*, and *Cinderella*. Colleen also has an extensive background in film & television production and has worked in front of and behind the camera. She spent seven years working at Warner Bros. and gained invaluable experience regarding the inner workings of an international production and distribution company.

Marianne Haaland is an actress, director, and producer who moved to the United States from Norway. Marianne has studied acting extensively, and she also produced and wrote a few short films before recently venturing into directing. She plans to continue directing, as she loves the creative process involved, and especially loves working with and mentoring actors. Marianne stays busy as a mom to two sweet little boys, and is always up for collaborating creatively. Her goal is to provide a little bit of joy to the world with wholesome family comedies and content.

Dan Hook is a cameraman, editor, and motion graphics artist. Originally from Australia, his passion for film started in 2001 through his local church. There he was able to grow his skills, which led to him picking up crew positions for local feature films. That started his venture into writing and directing his own short films, with his first short winning first prize in the Short On Compassion film festival. Since 2001, he has worked in Australia, the UK, and the USA on multiple projects spanning feature films, short films, commercials, television shows, web series, and news casts. He moved to Los Angeles in 2017, where he has furthered his passion for film, and continues to work for local media houses, including Variety Magazine, AntiVillain Media, and FilmPool.

KEY LEADERSHIP

Stephanie Purcell is the chapter director for The Greenhouse: Atlanta. With a degree in communications and a background in journalism, she uses her skills in award-winning documentary filmmaking with credits including work on two Emmy-winning documentaries: *The Inaugural Ride to Freedom with Barack Obama* and *Madagascar: Conservation vs. Survival*. She has produced and directed her own documentary passion project, *To Love & Support: The American Military Spouse*, which aired on PBS and won her awards at the Hollywood International Independent Documentary Awards. She had the pleasure of working on the BBC & Showtime documentary, *Whitney: Can I Be Me?*, chronicling the life of Whitney Houston. She worked on several shows including *The Late Show with David Letterman*, *Wahlburger's*, *Pit Bulls and Parolees*, *American Idol*, and *So You Think You Can Dance*. She also produced international events like the The New Yorker Festival, European Championships, Special Olympics World Games, and Artistic Gymnastic World Championships. Stephanie is a member of the Producers Guild of America and is the Lead Facilitator for the PGA National Employment Speed Networking Events.

Chuck Hayes is a writer, actor, grip, and electric technician for the film industry, as well as a freelance information technician. He is from the Maryland/D.C./Virginia area and moved to Los Angeles in 2004 to pursue writing, acting, and other creative opportunities. He has performed in various children's theatrical pieces, live stand-up comedy, improv and television & screen acting. He has written full-length features, Greenhouse short films, and children's animation.

Sommerly Simser-Roe is a Las Vegas native who started her career as a reporter for NPR, while still in college in Texas. She attended grad school in Virginia, receiving an MFA in Producing for Cinema & Television. Before finishing her degree, she moved to Los Angeles, where she landed an internship on a CBS show that rolled into a job. Since then, she has worked for a few of the industry's titans - Paramount Pictures, Sony Pictures, and Imagine Entertainment - before landing in her current role at Netflix. She also volunteers with the Miss America Organization, the Boys Scouts of America and the Girl Scouts of the USA. In October 2017, Sommerly was listed as one of the "10 Assistants to Watch" by *Variety Magazine*.

Gary Planté has worked in the entertainment industry for more than 30 years. His multifaceted experience started with lighting design for off-Broadway theater productions in New York. After moving to Los Angeles, he became a freelance photographer & videographer. A partial list of photography credits include *Teen Beat*, *Teen Machine* and *Tiger Beat*, as well as shooting behind-the-scenes production stills for commercials. His videography experience led him into producing Junior & Miss Teen Pageants for two years. While his experience is mostly behind the camera, he ventures in front of the camera occasionally as well. Most recently, he was a photo double on *Sons of Anarchy* and a guest star on *Ryan's Mystery Playdate*.

KEY LEADERSHIP

Drew Lahat started his path in production at the TeleNoar, a youth group that produced a national cable TV magazine in Israel. This opportunity turned into four exciting years and over a hundred productions, shooting and editing news items, comedy skits, live multicamera shoots, and short films. After completing a film & video degree at Columbia College Chicago, Drew moved to Los Angeles and worked for Homerun Media as a systems integration specialist, and spent three years at Precision Productions+Post, providing engineering, camera, post, and color grading services for broadcast and commercial clients such as 20th Century FOX, Adidas, and Honda. A few of his projects include filming Epson commercials, editing the feature documentary *Santiago Files* (narrated by Malcolm McDowell), and color grading the *Back to the Future* official documentary *Outtatime: Restoring the DeLorean*.

Rich Renken has spent a lifetime in music, working professionally in a dizzying number of areas of the industry. His incredible depth of experience starts from an early age, from mixing live sound (among others, his mom had a classic rock band!) to playing rock and roll (his college band featured Bryan Carlstrom, future producer/engineer for Alice in Chains and Offspring), to attending the Dick Grove School of Music (for bass and music engineering), to building guitars with luthier extraordinaire James Tyler, to mixing and/or mastering projects for artists, broadcast, and DVD in music and film. He is a member of ASCAP and the Recording Academy (Grammys).

Paul Rose has been a storyteller for most of his life. Prior to moving to Los Angeles, he split his time between artistic and professional endeavors, serving as a sheriff's deputy, forensic investigator, train conductor, and TV producer. He spent 17 years as a stage actor and playwright, as well as writing, editing & producing commercials, promos, and industrial training videos. In 2012, he produced & directed *Not Safe in My Own Backyard*, an award-winning training film about domestic human trafficking for the U.S. Department of Justice. He currently serves on The Greenhouse leadership team, utilizing his 20 years of expertise in creating live TV to produce the live Greenhouse experience. He is also the founder of 13/30 Productions, a company dedicated to helping small businesses and non-profits tell their stories in a variety of mediums.

Michael Mitchell is a graduate of Emory & Henry College, after which he worked as the Overnight Producer for the morning news for NBC affiliate WCYB NewsCenter 5. He moved to L.A. in 2002 to pursue his career in film and television and has worked on numerous projects from feature films to music videos in a variety of positions, including as the Audience Coordinator for *Wheel of Fortune* and *Jeopardy*. He co-produced two award-winning claymation projects, *Stranded* and *Dragon Season*, and is also co-owner of You-Nique Productions, which currently produces the children's book series, *Charlie The Short Necked Giraffe*. He also teaches classes on film & television production for high school students in the Los Angeles Unified School District.

KEY LEADERSHIP

Yolente McPherson is an actress born and raised in the Netherlands. She first became interested in pursuing acting as a career when she moved to the U.S. as a high school ex-change student in Iowa and won an All-State competition for acting. She studied acting in college, a theater conservatory, and the Sanford Meisner Center. Yolente has appeared in Dutch and American commercials, theater, film, and television. Besides acting she loves hiking, photography, traveling and is passionate about ecological and zero-waste strategies.

Brent Trotter is a professional commercial, promotional media, and film writer & producer from Indianapolis. In addition to producing content for brands such as LA Metro, Nike, and LACTMA, he is a freelance writer for *Comic Book Resources*, a premiere comics-related site, and *Spinoff Online*, a TV and film daily news website. Brent also has film credits to his name, including as writer/producer for the feature films *Lucifer* and *Bodysnatch*.

Cameron Dunbar is a cinematographer and photographer. From Cleveland, Ohio, he became obsessed with cinema, music, and theatre, finding any opportunity to engage in those pursuits. His interest in cinema led him to photography, working for his Midwest university, creating images to use for promotion and documentation. He relocated to New York City to hone his skills, producing multiple avant-garde short films, collaborating with the Lee Strasberg Institute, and working with successful commercial and cinema production companies. While living in New York, he produced the bulk of his street photography that would later be exhibited in Beverly Hills under the title *Finding Light*. After self-producing the independent film *That's Why You Don't Want Me*, he transitioned to Los Angeles, with an emphasis on fashion and portrait photography. Since then, Cameron has collaborated with and created content for The American Film Institute, The Sundance Institute, Venia Collection, Betsy Flores Jewellery, and numerous other designer brands, in addition to being commissioned to produce and direct work for multi-billion dollar corporations.

Joel McCrary has worked in arts & entertainment for over 35 years as an actor, writer, and director. His film credits include *The Princess Diaries (1&2)*, *American Beauty*, *Mystery Men*, *Best In Show*, *Alien Raiders*, and *Thor*. His TV roles include *Justified*, *Cold Case*, *Kickin' It*, *Boston Legal*, *The Middle*, *Seinfeld*, *The Bernie Mac Show*, *3rd Rock From The Sun*, *Malcolm in the Middle*, *Dwight in Shining Armor*, *Trial & Error* and *The Big Bang Theory*. His voiceover roles include *The Smurfs (1&2)*, *Over the Hedge*, *Howl's Moving Castle*, *Charlotte's Web*, *The Star* and *Smallfoot*. He has been the voice of "Baloo" (from *Disney's Jungle Book*) for over 20 years. He is an original member of the critically acclaimed comedy/improv group Houseful of Honkeys and was director of Inflatable Betty's improv/comedy shows *Truth or Dare* and *The Rainbow Squad Rides Again*. He is the co-writer, director, and producer of *Fellowship! The Musical Parody of "The Fellowship of the Ring"* which has won a Saturn Award and *LA Weekly's* Musical of the Year. He also was a writer on Disney XD's *Kickin' It!* for four seasons and a producer, writer, and director for *Gamer's Guide to Pretty Much Everything!*

THE GREENHOUSE STUDIOS

The Greenhouse will utilize the Center for Creative Arts to continue its longstanding Greenhouse Studios series - hour-long interviews with well-established creative professionals from across the arts & entertainment industries, covering a broad range of topics pertaining to what it takes to be effective as an artist or entertainment professional.

These interviews are geared towards creatives and are also open to the local community. Because of the Studios' unique atmosphere of generosity and open dialogue, these presentations have attracted all sorts of creative artists, from people new to the industry to long-time veterans.

The Greenhouse Studios are also taped and recorded as a multi-camera shoot, giving great opportunities for the creative artists in the community to collaborate, contribute, and advance their skills in production, camera work, set & lighting design, acting, hosting, music, and more. These opportunities also help them to build their professional résumés and demo reels and obtain production credits. The recordings are then made available through The Greenhouse YouTube Channel and other platforms, including live streaming. This original content helps to mentor and instruct creative artists not only in Los Angeles, but across the country and around the world.

The typical attendance of a Greenhouse Studio is in the range of 175 to 250 people, and often more.



The Greenhouse Studios with Shun Lee Fong. Clockwise from left: With guests Chris Buck (Academy Award-winning director, *Frozen*, *Tarzan*), Lou Diamond Phillips (actor, *Longmire*, *La Bamba*), Rod Roddenberry (producer, *Star Trek*), Michael Rooker (actor, *Guardians of the Galaxy*, *The Walking Dead*). See sample videos by scanning the codes below.



PREVIOUS STUDIO SPEAKERS

The following are just a few of the speakers who have been guests at The Greenhouse Studios:

Chris Buck

Academy Award-winning director, *Frozen*, *Tarzan*

Ralph Winter

producer, *X-Men*, *Wolverine*, *Fantastic Four*, *Planet of the Apes*

Michael Rooker

actor, *Guardians of the Galaxy*, *The Walking Dead*

David McFadzean

writer & producer, *Home Improvement*, *What Women Want*

Bill Farmer

actor & Disney Legend, *The Goofy Movie*, *Toy Story*, *A Bug's Life*

Tony Hale

actor, *Arrested Development*, *Veep*, *Stranger Than Fiction*

Dan Rupp

producer & comedy writer, *The Price Is Right*

Larry Nicholas

stunts & coordinator, *Home Alone*, *The Truman Show*, *Matrix 3*

Jen Lilley

actress, *Days of Our Lives*, *General Hospital*

Lou Diamond Phillips

actor & director, *Young Guns*, *La Bamba*, *Longmire*

Sean Gaffney

writer & Warner Bros. feature film story analyst

Melissa Glenn

writer & producer, *Leverage*, *Hawaii Five-O*

Steven Williams

Director of Sound Operations, NBC/Universal, *The Book of Eli*

Dawn O'Keeffe

film producer, *Go Public*, *Science of Star Wars*

Dr. Stan Williams

author & story consultant, *The Karate Kid*, *Men In Black 3*

Shawn Broes

visual FX artist, *Thor*, *3:10 to Yuma*, *O Brother, Where Art Thou?*

John Over

Emmy Award-winning writer & director, *Animaniacs*, *Tiny Toons*

Harry Friedman

Emmy Award-winning producer, *Wheel of Fortune*, *Jeopardy!*

Doug & Debbie Schwartz

producers & writers, *Baywatch*, *Soul Surfer*

Doug Jones

actor, *The Fantastic Four*, *Pan's Labyrinth*, *The Shape of Water*

Brian Godawa

screenwriter & director, *To End All Wars*, *The Visitation*

Allen Covert

writer & producer, *Happy Gilmore*, *50 First Dates*

Rod Roddenberry

executive producer, *Star Trek: Discovery*, *Trek Nation*

Billy Weber

Academy Award-winning film editor, *Top Gun*, *Thin Red Line*

Terry Botwick

producer & former Vice President of CBS Entertainment

Dean Batali

writer & producer, *That 70s Show*, *Buffy the Vampire Slayer*

Erik Kritzer

talent manager, LINK Entertainment

Tom Strahle

guitarist & songwriter, Justin Bieber, Taylor Swift, John Tesh

Felicia Linskey

Emmy-nominated hair/makeup, *Arrested Development*

Kirstin Wilder

managing editor of Variety Magazine

Lita Minger

props master, *Fuller House*, *The Odd Couple*, *Cold Case*

Bobette Buster

Pixar story consultant

Mark Joseph

film & music producer, *The Chronicles of Narnia*, *Holes*, *Ray*

Phil Cooke

film producer, *The Better Hour*, *Let Hope Rise*

Candi Milo

voiceover actor, *Dexter's Laboratory*, *Spirited Away*

Sharif Atkins

actor, *The Good Doctor*, *White Collar*, *E.R.*

Charles Baker

actor, *Breaking Bad*, *The Blacklist*, *Ain't Them Bodies Saints*

Edwina Findley Dickerson

actress, *Get Hard*, *If Loving You Is Wrong*

Paul Ozzimo

special FX designer, *Star Trek*, *Jurassic World*, *The Avengers*

Jim Thornton

announcer & voiceover actor, *Wheel of Fortune*

Paul Pearson

prop designer, *The Aviator*, *Men In Black*, *24*, *Lost*

Michael Shawver

film editor, *Black Panther*, *Creed*, *Godzilla*

PERFORMANCES

The Greenhouse is dedicated to enriching the lives of audiences and participants through entertainment, thought-provoking stories, and first-hand involvement. It is our firm belief that a community is enhanced through the quality of its performing arts – bringing people together to explore ideas, meaning, imagination, and emotion through wonder and storytelling.

As such, we will utilize The Center for Creative Arts as a venue to showcase original productions and performances in theater, stand-up comedy, spoken word, film, multimedia, music, and more for the benefit of the community.

With a commitment to professional-quality productions, high ethical standards, diversity in representation, and technical innovation, The Greenhouse will work to create a nationally recognized performance space that will offer the best in talent, both from the local Los Angeles area and beyond, and drawing audiences to the venue and surrounding businesses.

The Greenhouse will also work with local high schools, colleges, and universities to invite the top up-and-coming performers from the surrounding schools to engage in the larger arts & entertainment community.



Photos are representations of proposed types of performances & projects.

PERFORMANCES



Photos are representations of proposed types of performances & projects.

THE SPOTLIGHT WORKSHOPS

The Greenhouse will utilize the full space of the Center for Creative Arts to continue The Spotlight Workshops, its series of professional education and training workshops for the creative community. This program offers classes and workshops from working and successful professionals across the artistic disciplines nearly every weekend.

With the constantly changing nature and technology of the arts & entertainment world, our goal is to give creative artists a comprehensive and continuing education in their professions by encouraging them to take classes across multiple disciplines. Each three-hour workshop focuses on a different area of the creative professions, including film financing, distribution, auditions,

pitching, branding, emerging technology, and much more.

We keep the cost to attend these workshops low in order to provide access no matter the attendee's economic background. We also provide membership opportunities and other discounts to enable as many people as possible to attend. The attendance of a Spotlight Workshop often depends on the topic, with typical numbers ranging anywhere from 30 to over 100.

With the additional space, The Greenhouse will be able to offer even more classes and workshops to students and the community in the various artistic disciplines, including, but not limited to:

Film & Television
Theater & Acting
Music Performance/ Recording

Dance & Movement
Writing & Screenwriting
Photography/Cinematography



Above: Sheryl Anderson (Netflix television showrunner, *Sweet Magnolias*) teaches a Spotlight Workshop on story structure for television.



Above: John Over (Emmy Award-winning director & storyboard artist) teaches a Spotlight Workshop on visual storytelling.



Left: Phil Cooke (film producer) teaches a Spotlight Workshop on branding and marketing for creative artists.

PREVIOUS WORKSHOPS

The following are just a few of the professional workshops held at The Greenhouse:

THE ART OF VISUAL STORYTELLING: How do you tell a powerful story visually? How do you build powerful interest or momentum in a scene without changing a word of your script? These are the creative questions directors and storyboard artists get to wrangle with in film production.

PRODUCING YOUR FIRST LOW-BUDGET FEATURE: In this session, we'll break down the low-budget indie feature into its most basic elements - pre-production, production, and post - and provide first-time feature producers simple tips and resources for navigating each of these stages successfully.

UNDERSTANDING THE MINDS OF HEROES & VILLAINS: Whether you're a writer, filmmaker, actor, or other type of storyteller, every story you create is ultimately about heroes & villains, protagonists & antagonists. How those characters think determines their motivations, their actions & their choices.

CREATING THE BUDGET FOR YOUR FILM: Creating a budget and production plan for a project is no small task. These are critical elements, fundamental building blocks to move financing & production forward. Learn both the theory & technique of building your budget and production plan.

THE DIRECTOR'S TOOLBOX: A director's level of creative leadership is what can make or break a film. It's a complex job, and only those who are fully prepared and equipped – artistically, professionally, emotionally, and relationally – stand out in this competitive field.

DISTRIBUTION FOR INDEPENDENT FILMS: Let's cover the essentials of film distribution and the steps to take to make sure your movie gets out there to the theaters, the streaming platforms, and other outlets.

CINEMATOGRAPHY & THE CAMERA: The most important thing is what shows up on screen. A master cinematographer who has worked on some of the biggest films in cinema history covers all the elements of effective cinematography.

THE SKILLS & SECRETS TO WRITING ONE-HOUR TELEVISION: A TV showrunner shows you the process of getting into a writers' room, with a discussion on what it takes to be a successful candidate, how to present yourself to a showrunner & how to make yourself invaluable once you're in.

HOW TO CREATE THE PERFECT HOLLYWOOD PITCH: Effective pitching is a crucial skill. Here we'll walk through the components of a strong pitch, provide you with tips on pitching effectively, and offer you an opportunity to practice and get feedback.

HOW TO GET AND KEEP THE RIGHT TALENT AGENT: What is an agent evaluating when considering you for representation? It's not just strictly talent! In this seminar you'll learn to understand the marketplace, the money, where your talent fits in, and how to promote what you uniquely have to offer.

HOW TO BOOK YOUR AUDITION: Get the gig! Here we address topics such as your character's wants vs. needs, exercises for learning your lines, being prepared for adjustments, and studio/network testing.

TAXES FOR CREATIVE & ENTERTAINMENT PROFESSIONALS: In this workshop, you'll learn how to take advantage of the new changes and intricacies of the tax laws – and how you can use the tax laws to take control of your creative career.

CINEMATIC SCREENWRITING: PROFESSIONAL PAGECRAFT: Have you ever struggled to get your brilliant, compelling, emotional vision for a scene onto the page? Learn how to get the words to do what you want with page craft that will set your writing apart!

PROFESSIONAL COMEDY SKETCH WRITING: Learn how the pros add humor and unique creativity to every comedy script or sketch they work on. Learn how to play to the top of your audience's intelligence by writing set-ups, characters, and jokes that are accessible, nuanced & positive – and very funny.

THE MUSIC ADVANTAGE: MAKING MEDIA STAND OUT: Learn the best practices in using music in media – how to simplify this aspect as a content creator, with an understanding of the practicalities and artistic considerations around music choices to make your projects more impactful and successful.

MAKING YOUR MARK AS A VOICEOVER ACTOR: Learn all the ins and outs of the voiceover acting world: the most effective ways to break down a voiceover script, how to develop your talent to stand out, how to find voiceover jobs, and how to do the killer audition to help you book the gig!

FILM FINANCING, PRE-SALES & COMPLETION BONDS: Every movie involves multiple agreements with financiers, investors, distributors, and insurance guarantors. Gain a working understanding of how all of the parties fit together and the agreements that will be required.

LEGAL ISSUES FOR FILM PRODUCERS & SCREENWRITERS: Movies involve multiple agreements with writers. Learn to negotiate this process and have a working knowledge of the various contracts that are used for story development.

THE BUSINESS SIDE OF ACTING: If you want a successful acting career, you need more than just talent – you have to understand how the acting business works! This workshop provides a basic understanding of everything in the acting business – from getting an agent to landing an audition.

FILM BUSINESS PLAN BREAKTHROUGH: A concise, thorough and compelling business plan is the essential document necessary to raise the funding to make your film. This workshop will be a step-by-step guide of all necessary sections for a winning business plan.

TWENTY SECRETS OF SUCCESSFUL SCREENPLAYS: Focus on a simple, logical and structured system of structuring a story that organically connects characters and audience by premises characters' arcs, goals, subplots, metaphors and conflicts.

VOCAL HEALTH FOR ACTORS & SINGERS: A professional vocal coach offers all the tips & exercises needed to keep a voice strong and overcome tension.

thecreativelab

The Creative Lab is an intensive course that brings committed actors and writers together to conceive and create short films, all while being coached and mentored by industry professionals. At the end of each month-long program, the lab participants leave with IMDb credits, hard copies of their short films, and the ability to use the material in their demo reels. The actors get personalized attention from the coach and with an emphasis on scene work, while the writers construct multiple scenes, creating characters

and stories tailored to the strengths of their individual actors, with the guidance of an industry writing mentor. The scripts are honed and workshopped before being produced into finished short films by a professional film crew. Together the actors & writers translate the in-class growth experience into developing their short films. Each lab student leaves with a network of like-minded artists, newfound skills, and a better understanding of the creative process.



HOLLYWOOD C O N N E C T

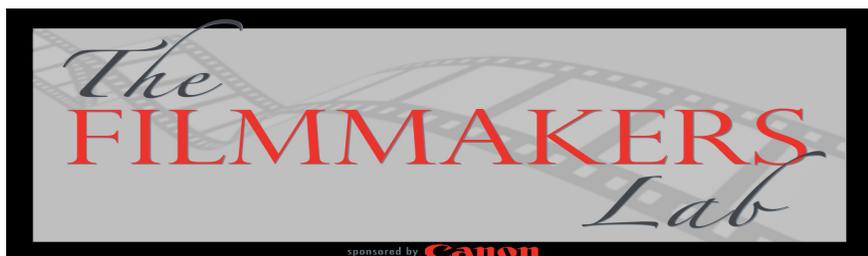
Hollywood Connect started in 2003 as a resource for people who are just starting or considering a professional career in the entertainment industry. Since then, thousands of people have made Hollywood Connect their career launch pad. Hollywood Connect provides resources that are accessible and useful for creative artists coming from all disciplines and backgrounds. With workshops, mentoring, and other

resources, it offers a wealth of information that leads entertainment professionals toward healthy careers and community in Los Angeles, helping them succeed creatively, relationally, and professionally. It also helps college students & graduates explore the transition from college life to the industry. So no matter where you are coming from, arrive, survive, and thrive with Hollywood Connect.



The Catalyst Writers Group is made up of talented and experienced writers who are dedicated to helping each other grow creatively and to taking their writing skills and projects to the next level. We believe every writer has a voice and something important to say. Every writer needs and deserves encouragement and support in doing so. In this

collaborative group, writers work together, submitting their written pages each month, providing feedback for one another, and getting the entire group's recommendations and input. Led by Netflix showrunner Sheryl Anderson (*Sweet Magnolias*), Catalyst Writers Group is where writers attain excellence and accountability.



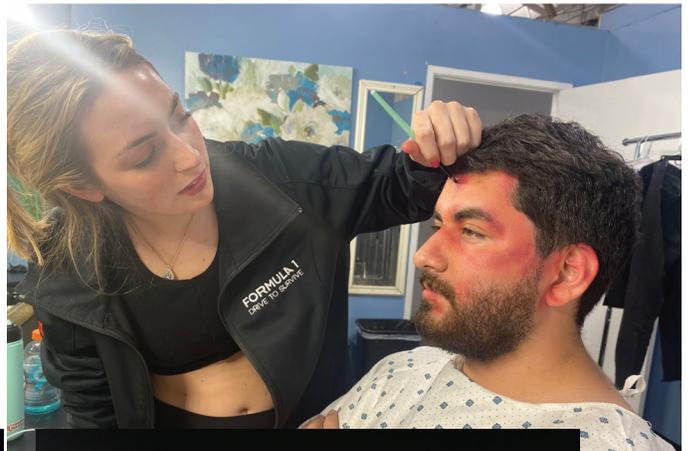
The Filmmakers Lab is a unique experience that joins filmmakers to create short films while being mentored by industry professionals. The Greenhouse teamed up with Canon to create an exclusive eight-week workshop to equip and instruct selected participants in film production, giving them the opportunity to produce an entire short film while

attending a series of workshops in which instructors take them deep into the key standards, fundamentals, and practices of producing, directing, cinematography, and editing. Each participant works with a collaborative team to create their short film using high-end Canon cameras and equipment.

THE HOLLYWOOD EXPERIENCE

Universities and colleges from across the country have worked with The Greenhouse's Hollywood Experience to create study abroad programs. The Greenhouse hosts students from film, theater, and mass media departments from various schools, bringing speakers from all over the arts & entertainment industries who offer an encouraging,

yet realistic, view of what life as a creative professional is like in the Los Angeles area. The Greenhouse even works with the students in putting together short films. With the advice and relationships the students receive through The Hollywood Experience, they find themselves prepared to make good career decisions as they graduate from school.



GH IMPROV...

The Greenhouse Improv Group is set to launch in March 2023, offering six-week improv courses for actors at all levels of experience. It's led by the accomplished comedic actor, Joel McCrary (*Dwight in Shining Armor*), who will

teach players all the fundamentals and principles of collaborative spontaneous performing. At the end of each six-week course, the players will host performances for the general public to attend and join in on the fun!

CREATIVE COMMUNITY SPACE

As part of The Greenhouse's commitment to the community, it also proposes including in the Center a creative community working space - a central location where creative artists from across the city can meet, write, collaborate, and work on their projects.

The Center's Creative Community Space will be managed and maintained by The Greenhouse for the benefit of both creative artists and the local community. It will also

provide for purchase books, magazines, resources, and other merchandise geared toward creative artists, and will cultivate an environment that enhances creativity, drawing artists from all over.

The Creative Community Space will be open during the weekdays, and it will also offer the opportunity for singer/songwriter showcases, spoken word performances, and other small recitals and shows by local artists.



COMMUNITY ENGAGEMENT

An important part of The Greenhouse's use of the new Center for Creative Arts will be engaging directly with and forming strong ties to the local community - its organizations, its businesses, and its economy - with a commitment to participation with people in local neighborhoods.

So not only will the Center provide entertainment and workshops for creative artists in the area, but it will also develop meaningful community events that local people can get involved in themselves. Such opportunities for engagement and interaction are endless.

As part of its commitment to the local community, The Greenhouse will also set aside a specified number of days each year to be made available to local schools, colleges, arts & theater groups, and other civic & community organizations to utilize the Center for Creative Arts facilities for events that benefit Burbank and the surrounding communities. Such events would be coordinated with The Greenhouse staff and calendar, and could include concerts, theater, film screenings and festivals, showcases and talent shows, school assemblies and graduations, seminars, social events, corporate training events, and more.

- The Center will have quarterly open houses to invite people from the local community to attend, with opportunities to meet local artists, to learn about available workshops, attend artists' networking events, and more.
- The Greenhouse will host various community and holiday events throughout the year.
- The Center will host open-mic nights and art galleries, showcasing the works of local musicians, painters, photographers, sculptors, and other visual artists.
- We will work with the educational community by providing students with programs, mentoring, and events created specifically for their age groups, and by providing teachers with classes to meet their continuing education requirements.
- Every time there is an event, the Center will be drawing hundreds of people to local downtown shops, restaurants, movie theaters & other businesses.

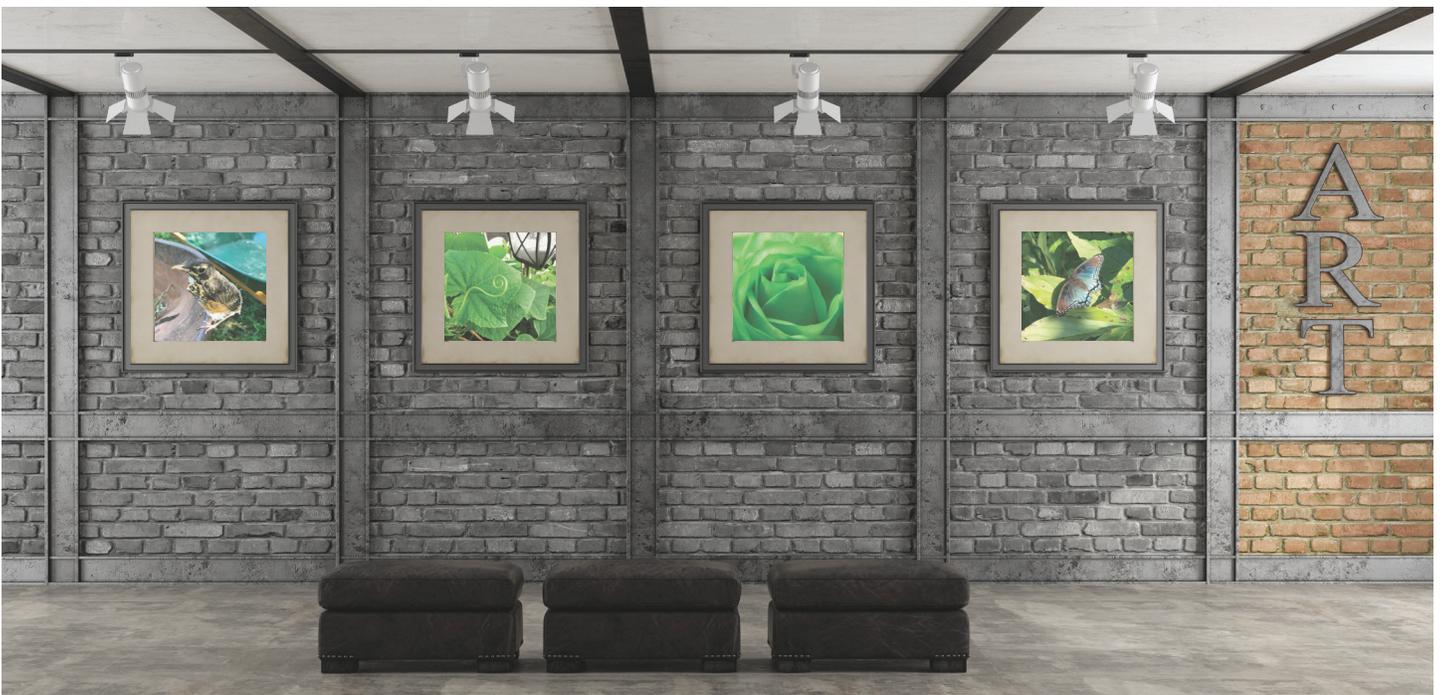
ART GALLERY

The Greenhouse supports and equips creative artists of all disciplines, including photographers and visual artists.

With that in mind, the Center for Creative Arts will include exhibition space throughout the building for the display of works by both emerging and established artists - including paintings, watercolors, sculptures, pastels, photographs, prints, and installation pieces.

The Greenhouse will also work with the local art community to curate both collections and individual pieces for the enjoyment of art lovers and will make those works readily available to the general public.

This gallery will serve as a further beneficial use of the property and will focus on themes and content that will be intended to draw community members of all ages.



GALLERY



From top: Wayne Watson in concert; Shun Lee interviewing Doug and Debbie Schwartz, producers & writers of *Baywatch*; Shun Lee with actors Victoria & Grant Hansen; utilizing greenscreen technology for a film project; creating a jail cell set for the Creative Lab; Stephanie Purcell, producer for The Greenhouse Studio and member of the Producers Guild of America; Raychel McKelvy as director of Hollywood Connect; actor Doug Jones (*The Shape of Water*) performing.

FINANCIAL INFORMATION & STATEMENT

The Greenhouse has submitted the required Financial Information and Financial Statement & Proposed Terms for this proposal in a separate envelope per the RFP instructions.

SUMMARY BUSINESS STATEMENT

The Greenhouse will manage and operate the facilities in four primary ways over the coming years, providing educational, cultural, social, and recreational activities to the general public:

- A. As a professional venue for providing high-quality live productions by The Greenhouse for public enjoyment, including (but not limited to) theater, concerts, comedy & spoken word performances, film screenings, dance recitals, visual art exhibitions, and other cultural presentations;
- B. As a venue for providing arts-related workshops, labs, seminars, and continuing professional education for creative artists in the general public;
- C. As a venue available for rent by charitable, cultural, and community organizations for activities, including theater, concerts, comedy & spoken word performances, film screenings, dance recitals, visual art exhibitions, benefits, and lectures; and
- D. As a creative community working space that is open daily for members of the public to meet, write, create, share ideas, and collaborate.

Over the first five years of operation, The Greenhouse intends to shape the Center for Creative Arts into a home for the creative arts of all disciplines, a place where artists and the general public meet and interact, and a cultural hub for the local community.

And given the current national and international growth of The Greenhouse, its programs, and its content, over the following 10 to 15 years, the Center for Creative Arts will expand as well, becoming a destination for creative artists from across the country and overseas. It will see a remarkable increase in the number of quality productions and educational opportunities, which will lead to increased ticket sales, revenue, and most importantly, overall community involvement.

The following pages provide details for the objectives and goals of The Greenhouse for the Center for Creative Arts.



ANTICIPATED CALENDAR

Over the first five years of operation, The Greenhouse anticipates a significant usage of the various parts of the facilities - the main stage & auditorium, the upstairs rehearsal studio, and the gallery & lobby.

Please see **Exhibit E** attached to this proposal for a breakdown of those events.

These events will include 1) The Greenhouse's own productions and programming for the general public as described in this proposal; 2) those events done in support of or in partnership with other organizations; and 3) those events produced by other civic, community, private, and commercial groups that rent any parts of the facilities.

Exhibit E also includes the daily use of the gallery & lobby for the creative community working space, as proposed herein.

Many of these events will happen simultaneously or overlapping with other events, which gives the opportunity to make full use of the facilities.

ESTIMATED TOTAL ATTENDANCE

Over the first five years of operation, The Greenhouse estimates a significant amount of attendance for the various events it anticipates will be held at the facilities.

Based on previous attendance numbers for the various productions and programming The Greenhouse has held over the last fifteen years, along with the estimated attendance for the diverse types of events anticipated to be held at the facilities by both The Greenhouse and other organizations, it estimates a total of 130,800 unique visits to the facilities during those first five years of operation.

Please see **Exhibit F** attached to this proposal for a breakdown of those attendance numbers.

The total attendance listed, however, does not include the daily visitors who will take advantage of the proposed creative community working space that will be available to the general public.

TARGET VISITOR PROFILE

The Greenhouse's Center for Creative Arts will have several types of visitors that will be the target demographics for its programming:

- For workshops & educational opportunities: creative artists, including (but not limited to) actors, screenwriters & playwrights, comedy & spoken word, visual artists, musicians, filmmakers, and dancers. These will primarily be adults (ages 18-64+), but there will be opportunities for high school students (13-17) as well.
- For performances & productions: the general public, which will be primarily adults (18-62+), but also including families with children.
- A certain percentage of tickets for each performance will be reserved for senior citizens (62+) and high school students (13-17) at discounted prices.
- For the creative community working space: the general public, writers, and collaborative creative artists.

BOARD STRUCTURE

The Greenhouse will continue to develop the governance and support required to fulfill the mission of the organization and the Center for Creative Arts.

The Greenhouse currently has a six-member Board of Directors which provides active and direct oversight for the implementation of the organization's mission and vision. All the Directors are successful and respected professionals in the arts & entertainment industries, in education, and in community service. The Board meets quarterly to create and initiate organizational and programming strategies and to direct The Greenhouse's management and operation by the Executive Staff, the Leadership Team, and other staff and volunteer members. (Please see the Organizational Chart on page 38 herein.)

With the growth that will be advanced by the proposed Center for Creative Arts, The Greenhouse will take steps to significantly increase the number of Directors on the Board to a size commensurate to an organization of that scale. All new Directors will be approached on the basis of their contributive areas of expertise, their shared vision for the advancement of the creative arts, and their commitment to community development.

The Greenhouse will also establish an Advisory Board made up of qualified individuals with expertise in areas such as nonprofit management, live theater management & event production, educational programming, marketing & public relations, fundraising & grant writing, finance, and community relations.

ADMISSION PRICES

During the first year of operation of the Center for Creative Arts, The Greenhouse anticipates the following admission prices for the various productions, workshops, and other programming, with the amounts to escalate as fiscally appropriate in the subsequent years:

The Greenhouse Studios

General:	\$10
Members:	\$5
Senior Citizen:	\$5
Students:	\$5

The Spotlight Workshops

General:	\$45
Members:	\$30
Senior Citizens:	\$30

The Creative Lab (Two-Week Program)

General:	\$600
Members:	\$550

The Filmmakers Lab (Eight-Week Program)

General:	\$600
Members:	\$550

Hollywood Connect Navigation Sessions

General:	\$15
Members:	\$10
Senior Citizens:	\$10

GH Improv (Six-Week Program)

General:	\$250
Members:	\$200

Concerts & Performances

Dependent upon type and production costs

General:	\$25 - \$50
Senior Citizens:	\$20 - \$40
Children/Youth:	\$15 - \$30

The Hollywood Experience (One- to Three-Week Program)

Dependent upon school's length of program and desired content.

RENTAL RATES & FEES

As part of its management of the Center for Creative Arts, The Greenhouse will also make the facilities available for other creative organizations, charitable nonprofits, and civic & community groups to rent at reasonable rates, including discounted rates for organizations that meet nonprofit qualifications.

Main Auditorium

General:	\$3400 per full day (8 hours max) + custodial/supply fees \$2300 partial day (up to 5 hours) + custodial/supply fees Additional time over 8 hours incurs a \$350 per hour fee Additional time over 12 hours incurs a \$450 per hour fee
Nonprofit:	\$2600 per day (8 hours max) + custodial/supply fees \$1800 partial day (up to 5 hours) + custodial/supply fees Additional time over 8 hours incurs a \$300 per hour fee Additional time over 12 hours incurs a \$400 per hour fee
Custodial:	\$250
Supply:	\$150

Rehearsal Room

General:	\$1000 per full day (8 hours max) + custodial/supply fees \$150 per hour (4 hour minimum) + custodial/supply fees
Nonprofit:	\$750 per full day (8 hours max) + custodial/supply fees \$125 per hour (4 hour minimum) + custodial/supply fees
Custodial:	\$150
Supply:	\$150

Lobby & Art Gallery

General:	\$1200-\$2000 per full day (8 hours max) + custodial/supply fees \$250-\$350 per hour (4 hour minimum) + custodial/supply fees
Nonprofit:	\$800-\$1200 per full day (8 hours max) + custodial/supply fees \$150-\$250 per hour (4 hour minimum) + custodial/supply fees
Custodial:	\$150
Supply:	\$150

Staffing

Rental Manager:	\$35 per hour
Tech Director:	\$40 per hour
Front of House:	\$30 per hour
Box Office:	\$25 per hour

*For any rental space, 25% deposit of the total rental fee will be due upon execution of rental agreement.
Nonprofit rentals must show proof of 501(c)(3) status.*

GENERAL STAFFING & SECURITY

The Greenhouse will develop the staff and support necessary to completely fulfill the four primary purposes of the Center for Creative Arts.

As can be seen in the Organizational Chart on the following page, the Board of Directors oversees the Executive Staff members, each of whom has responsibilities to direct and grow the various programs and personnel under his/her purview.

To meet The Greenhouse's goals, the Board of Directors and Executive Staff will review and evaluate each necessary staff position and ensure that each position is filled by an individual who is well-suited and qualified for the job responsibilities at hand. And as additional roles are created or identified, the Board of Directors and Executive Staff will hire and/or contract with additional personnel to fill those roles as well.

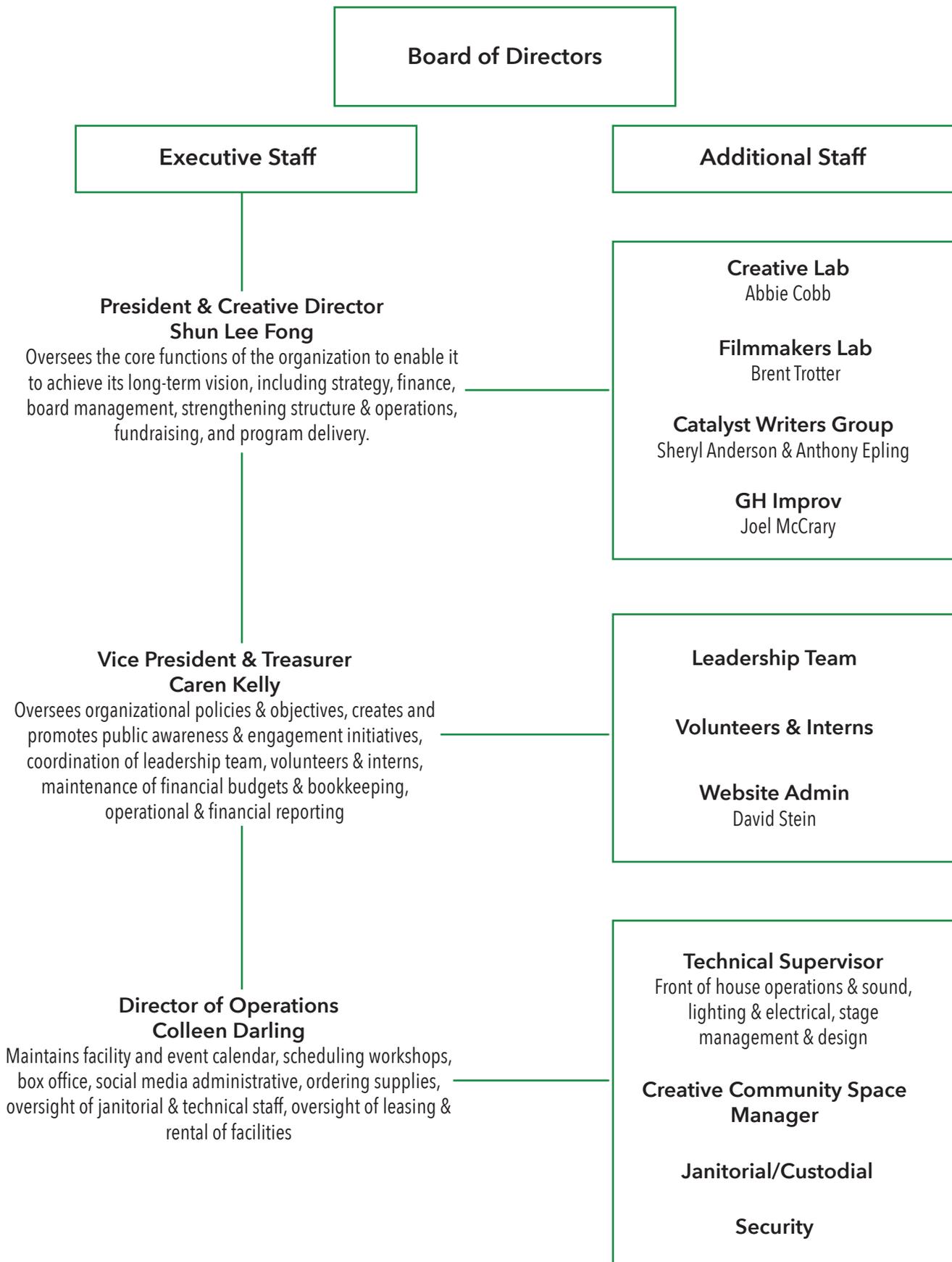
The Greenhouse anticipates that during the first year of managing the facilities, as the operational responsibilities expand, it will create additional staff positions for grant writing, marketing & public relations, booking & box office, and janitorial & custodial duties.

The Greenhouse will also expand and continue its extensive volunteer program, incorporating qualified individuals who believe in the mission of The Greenhouse and the positive impact the organization will have upon culture and the community. Such volunteers will play an important role in helping to administrate and carry out live productions and performances.

The Greenhouse will also continue its work with universities & colleges through its internship program, giving opportunities to students to grow in their own disciplines and areas of study. The Greenhouse will utilize such interns not only in the production and operation of live performances, but also in areas such marketing and public relations, entertainment management, nonprofit fundraising, and other fields.

The Greenhouse will also develop and implement effective security plans for ensuring the safety and well-being of all who utilize the facilities. This will include hiring and/or contracting with individuals who are well-trained in respectfully interacting with members of the public, handling evacuation or other high-pressure situations, and creating a positive environment, all in manners that fully comply with the mission of The Greenhouse and the law. The security plan will also include the development of policies for dealing with potentially hazardous situations that may require cooperating with fire & rescue personnel and/or law enforcement.

ORGANIZATIONAL CHART



CONCESSIONS & SERVICES

The Greenhouse may offer concessions at its events. It does not currently intend to sell beer, wine, or other alcoholic beverages. If it or a third-party renter does sell alcoholic beverages at an event, an appropriate liquor license and alcohol liability insurance will be required.

The Greenhouse may offer its concessions services for third-party use of the facilities, and all income from such operations shall be and remain The Greenhouse's income. Otherwise, the third party may operate its own concessions, subject to the required licenses and insurance policies.

In The Greenhouse's creative community working space, it will display and sell books, magazines, and other resources for creative artists, as well as merchandise such as t-shirts and other memorabilia.

The Greenhouse will also provide support services for third parties that rent the facilities, including: a box office during business hours for reservation & advance ticketing services related to performances at the facilities; use of lighting, sound, projection, headset, and audio/video systems under the supervision of the Greenhouse's technical director and staff; when using the main auditorium, use of backstage areas, set, props & wardrobe space, and designated greenrooms; and maintenance, janitorial, and lockup services per a use agreement with The Greenhouse.

MAINTENANCE & QUALITY STANDARDS

The Greenhouse will maintain the facilities and create a clean, professional, and high-quality appearance consistent with all of its proposed uses. It will be responsible for non-capital repair, replacements, and upkeep, as well as general cleaning and maintenance in the facilities of such interior items as carpet, seat covers, and paint, as necessary to maintain that clean and professional appearance.

The Greenhouse also will be responsible for repair, replacement, and maintenance of all improvements it makes to the facilities, whether of a capital or non-capital nature, except capital repair of any improvements which are the responsibility of the City. The Greenhouse also will provide timely notice to the City of any repairs The Greenhouse is aware is the responsibility of the City or the Landlord.

The Greenhouse will employ or contract with such individuals or companies as required to maintain a clean and professional appearance of all aspects of the facilities. This will include janitorial & custodial staff and qualified contractors.

The Greenhouse will carry public liability insurance per the terms of a sublease agreement. Additionally, third-party groups that rent the facilities will be required to carry and submit proof of liability insurance per the terms of a sublease agreement, naming The Greenhouse, the City, and the Mall Group as additional insureds.

MARKETING PLAN

The Greenhouse will raise the visibility of The Greenhouse and the facilities as a venue for superior-quality programs and productions.

Marketing outlets for The Greenhouse's various events and performances during the first five years will include, but not be limited to:

- Marquee & signage on the building for current and upcoming events
- Social media platforms, currently reaching over 5,000 followers
- Press releases to trade magazines & local newspapers (online & print), radio (incl. PSAs), television, local bloggers
- Communications and partnerships with the Burbank Arts Council & other local arts councils
- Communications and partnerships with local colleges & universities, and specifically theater, arts, music & film programs
- Communications and partnerships with local nonprofit groups
- Communications and partnerships with senior citizen & youth groups, with campaigns specifically targeting those demographics
- Outreach campaigns targeting public school teachers for required continuing professional education
- Email blasts (currently reaching a database of over 8,100 contacts)
- Membership program
- *Creative Life* magazine, The Greenhouse's quarterly magazine for creatives
- Upgraded website to highlight the facilities and planned events, with increase in customized Search Engine Optimization (SEO)
- Creating original videos for marketing and sharing through social media
- Creating a podcast with cast & crew from performances at the facilities
- Utilizing brand and marketing opportunities through the creative community working space

Ticket sales for The Greenhouse's performances and concerts will offer early bird discounts, senior citizen discounts, and youth discounts.

Marketing goals:

- Bring the Center for Creative Arts to the forefront of The Greenhouse's brand, website, and social media
- Increase The Greenhouse's social media followers by at least 10% every 12 months
- Increase The Greenhouse's email database contacts by at least 10% every 12 months
- Increase The Greenhouse's membership base by at least 10% every 12 months
- Explore and implement new marketing initiatives, including targeted donor campaigns
- Expand The Greenhouse's roster of colleges & universities, nonprofit groups, senior citizen & youth groups, and local arts councils, and execute specific campaigns targeting the various demographics

ASSUMPTIONS

As of January 1, 2022, the total population of Los Angeles County was 9,861,224 people. (*California Department of Finance Press Release*, May 2, 2022). And throughout 2022, a substantial number of that population - 434,708 people - were directly employed in the creative industries of L.A. County. (*The Creative Economy: 2022 Otis College Report on the Creative Economy*, 52).

In particular, independent artists, writers, and performers in L.A. County numbered 31,946, or 10.4 percent of all employment in the entertainment and digital media fields. (*Ibid.*, 55). Given all these facts, creative artists make up not only a significant percentage of the County population, but also an essential part of its overall economy.

However, since 2020 and the recession that followed the sudden COVID-19 outbreak, there has been a pronounced drop of employment in the creative community - a decline of roughly 15 percent. (*Ibid.*, 36) This decline was even more drastic in the fine and performing arts, which experienced a massive 35 percent loss of jobs. (*Ibid.*)

As a result, many Los Angeles creative artists have found themselves in the unanticipated position requiring them to 1) reestablish their professional education in their

respective crafts and in the continuously changing business, legal, and technological aspects of the industries; 2) build fresh business relationships; 3) develop new creative opportunities; and 4) discover new ways to connect with the broader Los Angeles community.

This has created a strong demand for nonprofit organizations that provide opportunities through workshops & labs, continuing professional education, creative projects and performances, and community engagement. There is a strong and important relationship between nonprofit arts organizations, the creative business, and the artists that make up that business. (*Ibid.*, 11) And the economic constraints on commercial creative space have severely impacted both nonprofit arts organizations and the independent entrepreneurs of the creative industries. (*Ibid.*)

It falls to the local government to lead the way in activating and syncing the existing current infrastructure in ways that will help develop and utilize the talents of the creative artists in the community. There must be an ongoing investment by the city leadership to provide the means of both cultivating the local creative artists and connecting them with the community in meaningful and mutually beneficial ways. (*Ibid.*)

Along with the reports of this market demand for such opportunities as referred to above, The Greenhouse has analyzed and relied upon the information and data from other Los Angeles-area theater venues (of

various sizes) to determine the rental fees, admission prices, and other programming details set forth in this proposal. Those details regarding other venues can be found on the following page.

ASSUMPTIONS

The following are similar venues in the Los Angeles area, along with their rental, staffing, and ticket prices.

West Valley Playhouse – 50 Seats

- Ticket Prices: General (\$32) Senior (\$30) Group 10+ (\$25)
- Main Auditorium Rental: \$3+ more per seat (i.e., \$32 + \$3 = \$35); or day rate: \$1500
- Rehearsal space: \$50 per hour (3 hours minimum)
- Staffing: No extra charge for tech director, box office, sound, etc.

Victory Theater Center – 93 Seats

- Ticket Prices: Student (\$15) General (\$25) General Senior (\$23) Preferred (\$40) Preferred Senior (\$38)
- Main Auditorium Rental: \$650.00 for 4 hrs, plus \$40-\$60/hr
- Staffing: Extra personnel not included, but offers tech session one week prior to the event or performance

Gary Marshall Theatre – 110 Seats

- Main Auditorium Rental:
 - Commercial: Full day (8 hrs): \$3200 + custodial/supply fee (\$400)
Partial day (up to 5 hrs): \$2100 + custodial/supply fee (\$400)
Each add'l hr: \$350
 - Nonprofit: Full day (8 hrs): \$2400 + custodial/supply fee (\$400)
Partial day (up to 5 hrs): \$1600 + custodial/supply fee (\$400)
Each add'l hr: \$300
- Rehearsal Space:
 - Commercial: \$1000 (8 hrs) or \$150/hr (4hr minimum) + custodial/supply fee (\$150)
 - Nonprofit: \$600 (8hrs) or \$125/hr (4hr minimum) + custodial/supply fee (\$150)
- Staffing:
 - Rental Manager: \$35.00/hr
 - Tech Director: \$35.00/hr
 - Front of House: \$25.00/hr
 - Parking Staff: \$20.00/hr
 - Box Office: \$25.00/hr

The El Portal Theatre – 360 Seats

- Main Auditorium Rental:
 - 1 day: \$3500 plus staffing fees
 - 2 consecutive days: \$6000 plus staffing fees
 - 3 consecutive days: \$6500 plus staffing fees
 - Full 7-day week: \$12,000 plus staffing fees
 - 50% non-refundable deposit required to hold dates
- Staffing: House equipment requires hiring house technicians.
 - Tech Director: \$35/hr
 - Light Board Operator: \$25/hr
 - Audio Board Operator: \$25/hr
 - House Manager: \$35/hr

Soraya Center for the Performing Arts – 1621 Seats

- Main Auditorium Rental: Commercial: \$7000; Nonprofit: \$5000
- Rehearsal Space: Commercial: \$2500; Nonprofit: \$1500
- Lobby: Commercial: \$3500; Nonprofit: \$2500
- Custodial supply fee: \$200 per event
- Staffing:
 - Tech Supervisor: \$46-\$78/hr
 - Technicians: \$34-\$65/hr
 - House Manager: \$42-\$71/hr
 - Ushers: \$22-\$44/hr

SUBLEASE & OPERATING AGREEMENT

The Greenhouse has reviewed the proposed Sublease and Operating Agreement between the selected Operator and the City as provided.

The only proposed exceptions or modifications can be found highlighted in green in the version attached **Exhibit G** and relate solely to the following:

- The proposed term (Section 2(a))
- The proposed base rent and participation rent (Section 4)
- The proposed days of operation (Section 6(d))
- Inserting a description of The Greenhouse's management of the facilities (Section 6(e))

Specifically, the definition of Gross Revenue was slightly adjusted to comply with the The Greenhouse's proposed participation rent.

No other exceptions or modifications are proposed.

PROPOSAL EXECUTION

This proposal is hereby signed and submitted by the President and Creative Director as an official of The Greenhouse Arts & Media, Inc.

The proposal is valid for ninety (90) consecutive calendar days.

Signed:



Printed:

Shun Lee Fong
President & Creative Director
The Greenhouse Arts & Media, Inc.

Address:

5608 Saint Clair Ave. #105
Valley Village, CA 91607

Mailing:

P.O. Box 3832
Valley Village, CA 91617

CONTACT INFORMATION

The Greenhouse Arts & Media
P.O. Box 3832
Valley Village, CA 91617

818.392.4886

info@greenhouseproductions.com
www.greenhouseproductions.com

Contact:
Shun Lee Fong
President & Creative Director





Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: THE GREENHOUSE ARTS & MEDIA, INC.
Entity No.: 3083417
Registration Date: 04/25/2008
Entity Type: Nonprofit Corporation - CA - Public Benefit
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 19, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 074902527

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 24 2009**

THE GREENHOUSE ARTS & MEDIA INC
C/O SHUN LEE FONG
5608 SAINT CLAIR AVE STE 105
VALLEY VILLAGE, CA 91607

Employer Identification Number:
36-4633462
DLN:
17053235331038
Contact Person:
MS. A. MORRIS ID# 52452
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 25, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

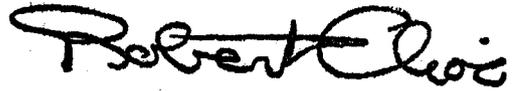
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

THE GREENHOUSE ARTS & MEDIA INC

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, prominent initial "R".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

EXHIBIT E

ANTICIPATED CALENDAR

The Center for Creative Arts	YEAR 1					YEAR 2					YEAR 3					YEAR 4					YEAR 5						
	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby
Days for events produced by The Greenhouse	18	108	23	20	158	27	24	158	27	24	158	27	24	158	27	24	158	27	24	158	27	24	182	27	24	182	27
Days for events presented or promoted by The Greenhouse, produced by the renter	4	10	2	6	10	2	6	10	2	6	10	2	6	10	2	6	10	2	6	10	2	6	10	2	6	10	2
Rental days for community & civic groups	12	24	20	16	30	20	16	30	20	16	30	20	16	30	20	16	30	20	16	30	20	16	30	20	16	30	20
Rental days for private & commercial clients	6	12	10	10	14	12	10	14	12	10	14	12	10	14	12	10	14	12	10	14	12	10	14	12	10	14	18
The Greenhouse Creative Community Space	0	0	205	0	0	199	0	0	197	0	0	195	0	0	193	0	0	195	0	0	195	0	0	193	0	0	193
TOTAL EVENTS	40	154	260	42	212	260	56	214	260	60	216	260	62	242	260	62	242	260	62	242	260	62	242	260	62	242	260

EXHIBIT F

ESTIMATED TOTAL ATTENDANCE

The Center for Creative Arts	YEAR 1					YEAR 2					YEAR 3					YEAR 4					YEAR 5				
	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	
Events produced by The Greenhouse	3600	5400	1840	4000	7900	2180	4800	7900	2160	4800	7900	2160	4800	7900	2160	4800	7900	2160	4800	9100	2160	4800	9100	2160	
Events presented or promoted by The Greenhouse, produced by the renter	800	500	160	1200	500	160	1200	500	160	1200	500	160	1200	500	160	1200	500	160	1200	500	160	1200	500	160	
Events by community & civic groups	2400	1200	1600	3200	1500	1600	3200	1500	1600	3200	1500	1600	3200	1500	1600	3200	1500	1600	4000	1500	1600	4000	1500	1600	
Events by private & commercial clients	1200	600	800	2000	700	960	2000	800	1120	2000	800	1120	2000	900	1280	2400	1000	1440	2400	1000	1440	2400	1000	1440	
TOTAL EVENTS	8000	7700	4400	10400	10600	4900	11200	10700	5040	12000	10800	5200	12400	12100	5360										

DRAFT SUBLEASE AND OPERATING AGREEMENT

This Sublease and Operating Agreement (“**Sublease**”), is made and entered into as of this ## day of *****, 2023 (“**Effective Date**”) by and between the CITY OF BURBANK, a municipal corporation and charter city, (“**City**”), and The Greenhouse Arts & Media, Inc., a California nonprofit public benefit corporation (“**Sublessee**”) (collectively, the “**Parties**”), on the following terms and conditions:

RECITALS

A. City is the “Tenant” under that certain Lease dated April 7, 1992 (the “**Master Lease**”), with HAAGEN-BURBANK PARTNERSHIP, a California general partnership, predecessor-in-interest to CAPREF Burbank LLC, as “Landlord,” (“**Mall**”) for certain real property located in the City of Burbank and more fully described as the “Premises” (the “**Premises**”) in the Master Lease.

B. Pursuant to Section 7.01 of the Master Lease, City is granted “the right to use the Premises for the operation of a cultural facility of the City of Burbank which provides educational, cultural, social and recreational activities to the general public [...]”

C. [Additional information to be inserted]

D. Sublessee desires to sublease from City the Premises for the purpose of providing educational, cultural, and recreational programming to the general public, and more specifically by operating, maintaining, and managing the Premises as a professional venue for providing high-quality live productions by The Greenhouse for public enjoyment, including (but not limited to) theater, concerts, comedy & spoken word performances, film screenings, dance recitals, visual art exhibitions, and other cultural presentations; as a venue for providing arts-related workshops, labs, seminars, and continuing professional education for creative artists in the general public; as a venue available for rent by charitable, cultural, and community organization for activities, including theater, concerts, comedy & spoken word performances, film screenings, dance recitals, visual art exhibitions, benefits, and lectures; and as a creative community working space that is open for members of the public to meet and collaborate.

For valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Sublease. City hereby subleases to Sublessee, and Sublessee hereby subleases from City, the Premises under the terms and conditions of this Sublease. This Sublease is subject to all of the terms and conditions of the Master Lease, attached and incorporated herein as Exhibit A, as may be amended, and, except as provided in this Sublease, Sublessee will assume and perform the obligations of City as “Tenant” in the Master Lease, and comply with all of the terms and conditions of the Master Lease (including any amendments thereto) as if it were the “Tenant” thereunder. Further, this Sublease is subject to that certain First Amended and Restated Construction, Operation and Reciprocal Easement Agreement dated December 6, 1990 by and among Haagen-Burbank Partnership and various tenants of the shopping center in

which the Premises is located (the “**Reciprocal Easement Agreement**”), and the provisions of the Burbank Municipal Code, including but not limited to, zoning restrictions.

2. Term of Sublease; Extension of Term; Right to Terminate.

(a) **Term.** The term of this Sublease (the “**Term**”) will commence on **August 1, 2023** (“**Term Commencement Date**”), and will end **five (5) years** thereafter (the “**Term**”), subject to early termination or extension as provided in this Sublease.

(b) **Extension of Term.** Sublessee will have the right to request to extend the Term for three (3) separate and successive periods of five (5) years each from the date upon which the Term would otherwise expire, provided that Sublessee is in compliance with all provisions in this Sublease. If Sublessee is not in compliance with all provisions of this Sublease, Sublessee will not have the right to request an extension of the Term as provided herein. An extension will only be effective upon the occurrence of the following events:

(i) Sublessee must give City written notice of Sublessee’s request for an extension at least six (6) months prior to the date this Sublease would otherwise expire.

(ii) Once Sublessee makes a request for any extension of the Term, the extension will be administratively granted upon determination by the City’s Parks and Recreation Director (“**Director**”), in the Director’s sole discretion, that Sublessee is in substantial compliance with the Goals and Objectives outlined in Exhibit B (“**Goals**”).

(iii) Prior to granting an extension of the Term, the Parties must agree to new Goals for the extension period. Furthermore, prior to extending the Term the Parties may agree to amend the terms of this Sublease subject to approval by the City Council.

(c) **Notice of Director’s Determination.** The Director will give written notice to Sublessee within 30 calendar days after receipt of Sublessee’s request for extension whether or not, in the Director’s sole discretion, Sublessee is in substantial compliance with the Goals. If the Director determines Sublessee is in substantial compliance with the Goals, the extension will be granted. If the Director determines that Sublessee is not in substantial compliance with the Goals and Sublessee disagrees, Sublessee shall have the right, within three (3) calendar days of receipt of the Director’s determination, to make a written request, for a meeting with the Director. The meeting will be held within twenty-one (21) calendar days of the Director’s receipt of the request. During this meeting, Sublessee and Director will specifically discuss why Director believes Sublessee is not in substantial compliance with the Goals, and attempt to reach a compromise, including, but not limited to, allowing Sublessee a reasonable period to cure any deficiencies. Following such meeting, the Director may issue a new determination or establish conditions upon which an extension may be granted. The Director’s determination will be final.

(d) **Right to Terminate.** Notwithstanding the foregoing, Sublessee and the City will each have the right to terminate this Sublease at any time upon delivery to the other party of at least 90 days’ notice of the terminating party’s election to do so, and the Sublease will terminate on the termination date set forth in any such notice.

(e) **Month-to-month.** If City remains in negotiations with a future sublessee at the end of the Term and any extensions thereof, in the Director’s sole discretion and subject to approval by

Sublessee, City and Sublessee may continue performance under this Sublease on a month-to-month basis not to exceed six months unless a longer time is mutually agreed to by the Parties.

3. Acceptance and Suitability of the Premises. Sublessee acknowledges that neither City nor any agent of the City has made any representation or warranty with respect to the Premises or the suitability or fitness thereof for the conduct of Sublessee's use. The taking of possession or use of the Premises by Sublessee for any purpose will conclusively establish that the Premises were then in satisfactory condition and in conformity with the Sublease in all respects.

4. Rent.

(a) **Rent.** All sums payable by Sublessee pursuant to this Sublease shall be

considered "**Rent.**"

(b) **Base Rent.** Sublessee will pay the sum of **One Thousand Five Hundred and 00/100 Dollars (\$1500.00)** per month ("**Base Rent**") to City. Base Rent payable to City shall be paid monthly, in advance on the first day of each calendar month for which Base Rent is due, without deduction or offset.

(c) **Participation/Percentage Rent.** Percentage Rent will be **Five Percent (5%) of the difference between the base monthly Gross Revenues of \$20,000 and Sublessee's monthly Gross Revenue directly realized from the use of the Premises.** "**Gross Revenues**" shall be calculated based on the difference between all earned revenues from the sale of goods and the provision of services from the operation of the Premises or its various components, as well as all earned revenues from the temporary rental of the Premises to third-parties, minus operating expenses, cash gifts, donations and grants made to Sublessee where no return consideration is given by Sublessee.

4. (d) **Escalation.** [to be inserted]

5. (e) **Late Charge; Interest.** City may at its option impose a 5% late charge for payments made more than 7 days late, without waiving any other remedies available for default. Notwithstanding the foregoing, no late charge will accrue on the first such delinquency in any calendar year until the expiration of a ten (10) day written notice from City to Sublessee stating that Sublessee is so overdue. Failure to impose a late charge will not be a waiver of City's rights hereunder. In addition, any Rent not paid when due will bear interest at the rate of 10% per annum until paid.

(f) **Reserved**

5. Transfer of Personal Property. On the Term Commencement Date, City may transfer and convey to Sublessee certain personal property consisting of furniture, fixtures, equipment, machinery, and other personal property utilized in the operation of the Premises that Sublessee has agreed to lease from City ("**Personal Property**"). Sublessee agrees to accept all Personal Property as is and acknowledges that all ongoing expenses related to maintain and replacing the Personal Property will be an operational expense to Sublessee.

6. Management, Use and Operation.

(a) Sublessee may use the Premises as a community arts and/or performance center for the purpose of providing a venue for community groups and individuals to showcase educational,

cultural, social or recreational activities, as limited pursuant to the terms hereof. Use of the Premises may include, but will not necessarily be limited to, live theatre productions including joint ventures between the Sublessee and third-party theatre groups, cabaret, readings, workshops, seminars, exhibits, children's theater, benefits, classes and lectures, and will entail extensive use of the auditorium and multi-purpose room. Furthermore, Sublessee's use will be consistent with use of the Premises by the "Tenant" in accordance with the Master Lease.

(b) Basic Service Obligations.

(i) Provide first class customer service to all visitors, audiences, and rental clients (as applicable).

(ii) Establish pricing levels for all proposed programming including in-house events and third-party rentals (as applicable).

(iii) Establish, maintain, and pay for the telephone and website, with up-to-date information about the programs and events, contact information, access instructions, etc.

(iv) Maintain consistent online commerce and office hours as necessary to accommodate visitors, phone calls, and meetings that may arise.

(v) Establish requirements for use by third-party rentals, including but not limited to a rental or occupancy agreement, the basic form shall be provided to the Director upon request, which must be executed by all third-parties desiring to rent the Premises. At a minimum, the rental or occupancy agreement shall (1) establish box office and Premises hours; (2) enumerate specific services to be provided by Sublessee; (3) require renters to exercise safe and reasonable care in the use of the Premises and its fixtures and equipment; (4) require renters to be fully responsible for damage to the Premises and its fixtures caused by such renters or their audiences, ordinary wear and tear excluded; (5) require renters to furnish proof of liability insurance for all of the renter's activities and audiences, affording protection to a limit of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage, naming Sublessee, the City, the Mall and the Mall's lender if requested by the Mall, as additional insureds on a separate endorsement to the insurance policy; and (6) immediately terminate upon the expiration or other termination of this Sublease.

(c) [Reserved]

(d) Operational Guidelines. Sublessee will develop a set of guidelines ("Operational Guidelines") for the Premises. The Operational Guidelines will include hours of operation and other policies relating to the operation of the Premises. Sublessee must comply with the Operational Guidelines at all times. At a minimum, the Premises must be operated on business weekdays throughout the year and may only be closed on holidays specified in the Operational Guidelines. The Premises must be kept open during all hours necessary to adequately serve the public. Any changes in the days and hours for operation will be subject to approval by the Director.

(e) Management and Operations. The Premises shall be managed by the Sublessee's Executive Staff, consisting of a President & Creative Director, a Vice President & Treasurer, and a Director of Operations. The Executive Staff is overseen by Sublessee's Board of Directors. The Board of Directors and Executive Staff will evaluate all other necessary staff positions and ensure that each position is filled by an individual who is well-suited and qualified for the job

responsibilities. As additional roles are created or identified, the Board of Directors and Executive Staff will hire or contract with additional personnel to fill those roles.

(i) Premises Personnel. Sublessee will, in its sole discretion, hire Premises staff, including all on-site management personnel, to oversee all rentals, programming and production, janitorial staff, administrative staff and others deemed by Sublessee to be appropriate for the efficient operation of the Premises. Such personnel may be hired as qualified independent contractors rather than employees to perform specified services. If Sublessee contracts with an independent contractor to provide such services, Sublessee shall ensure that the independent contractor complies with all provisions contained in this Sublease relating to the management, use, and operation of the Premises. Upon request by City, Sublessee shall submit a copy of its most recent agreement with any such independent contractor to the Director. At a minimum, the agreement shall require the independent contractor to comply with all terms and provisions contained in this Sublease. Sublessee's failure to ensure compliance by its independent contractor in accordance with this section shall constitute a breach of this Sublease.

(ii) Live Scan Fingerprinting and Background Check by the US Department of Justice (DOJ). All employees, independent contractors, and volunteers of Sublessee interacting with minors or who have supervisory or disciplinary authority over minors must complete and pass the City of Burbank Live Scan Fingerprinting and background check clearance by DOJ prior to performing work or other services for Sublessee in such a capacity. Sublessee will be responsible for paying all applicable fees related to the Live Scan fingerprinting and background check.

(f) Management and Operations Plan; Proposed Annual Budget. Sublessee must submit to the City for review, by [Date] of each year, a Management and Operations Plan that includes a detailed proposal for providing Management and Operations services at the Premises. In addition, Sublessee must submit a proposed operating budget (the "Proposed Annual Budget") to the City for the upcoming calendar year. The Proposed Annual Budget must specify the amount of working capital required to continue operations of the Premises for the upcoming fiscal year (defined as July 1 through June 30) in light of all major policy decisions, specify all anticipated expenses required to operate the Premises and all projected expenses for long term improvements at the Premises. City will have the right to comment upon and make suggestions with respect to the Management and Operations Plan and Proposed Annual Budget, provided, however, while Sublessee must consider all of City's suggestions and comments, Sublessee will not be obligated to implement the same. Such annual review will take place at a meeting between the Sublessee, the Director and such other persons, as the parties consider necessary.

(g) Goals and Objectives. Sublessee agrees to manage, use, and operate the Premises at all times in compliance with the Goals. The Goals will be subject to annual review to occur no later than one year following the Term Commencement Date, and continuing on or about that anniversary throughout the Term. As part of this review, Sublessee will submit a financial statement for the most recently completed fiscal year in a form approved by the City. The annual review will occur at a meeting between Sublessee's representative(s) and the Director, and other individuals the Parties consider necessary. As a result of this review and with the approval of the members of the City's Park, Recreation and Community Services Board, the Parties may agree to amend, modify, or eliminate any of the goals or objectives in light of changing conditions and in furtherance of the best interests of the community.

(h) Safety and Processing Claims. Sublessee must maintain safety standards that are consistent with acceptable industry practices for similar facilities. Sublessee will investigate and process all claims including those for property damage or personal injury. Sublessee will cooperate fully with City in the investigation of any property damage, accidental injury or death occurring on the Premises, including a prompt report to the Director.

(i) License, Permits, Business Taxes and Accreditations. Sublessee will apply and use its commercially reasonable efforts to obtain and maintain, all licenses, permits, business taxes and accreditations required in connection with the management and operations of the Premises, the cost of which will be an operating expense incurred by the Sublessee. City will cooperate with Sublessee in applying for, obtaining, and maintaining such licenses, permits, and accreditations, as applicable.

(j) In connection with its use of the Premises, Sublessee must comply with all applicable laws and ordinances concerning such use. Sublessee agrees not to commit or suffer to be committed any waste or nuisance in, or about the Premises (including allowing any offensive odors to carry outside of the Premises). Sublessee will comply in all material respects with all governmental laws, ordinances and regulations which pertain to or apply to the use of the Premises, now or subsequently imposed, concerning the use or operation of the Premises.

7. Maintenance and Repair; Alterations.

(a) Sublessee's Maintenance and Repair Obligations.

(i) Sublessee hereby acknowledges and represents that Sublessee has inspected the Premises and agrees to sublease the Premises in its present condition. In that condition, Sublessee agrees, at Sublessee's sole cost and expense and without right of reimbursement from the City, but subject to the provisions of this section, to make such repairs and improvements to the interior, non-structural portions of the Premises as may be necessary for Sublessee's use, and to maintain the Premises in good and sanitary order and repair; provided, however, that any such repairs, improvements, or maintenance will be subject to the terms and conditions imposed upon "Tenant" in the Master Lease unless otherwise provided herein. Sublessee will be responsible for non-capital repair and replacement, and general cleaning and maintenance of the interior of the Premises, as well as all repair obligations of "Tenant" under the Master Lease unless otherwise provided herein. During Sublessee's occupancy of the Premises under this Sublease, Sublessee will be responsible for repair, replacement and maintenance of all improvements made in and to the Premises by Sublessee (whether of a capital or non-capital nature). Sublessee will obtain City's approval prior to completing any repair, replacement, or maintenance to the Premises, which approval will not be unreasonably withheld. In the event any repairs, improvements, or maintenance require approval by the Mall under the Master Lease, Sublessee will first obtain City's approval of such repairs, improvements, or maintenance to the Premises. Sublessee will provide timely notice to City and/or Mall, as applicable, of any repairs that are the responsibility of City or Mall of which Sublessee is aware of. Upon the expiration or termination of this Sublease, Sublessee agrees to surrender the Premises in good and sanitary order, condition and repair; permitted or approved alterations, improvements, additions, and reasonable wear and tear excepted.

(ii) **Janitorial Service.** Sublessee will be responsible for complete janitorial services and the furnishing of janitorial supplies, lamps and tubes for the proper maintenance of all facilities at the Premises.

(b) **City's Maintenance and Repair Obligations.** City will be responsible for any and all improvements and maintenance necessary for compliance with applicable laws (including, without limitation, the Americans with Disabilities Act), and for maintenance related to the HVAC and heating equipment, for the pipes and conduits serving the Premises (including those contained between the exterior and interior walls), and for maintenance related to the elevator. **City will be responsible for capital repair of the Tenant Improvements at the Premises** listed on Exhibit C.

(c) **Mall's Maintenance and Repair Obligations.** The Parties acknowledge that the Mall is responsible for certain maintenance and repairs to the Premises as outlined in the Master Lease, and will provide Mall with notice of any outstanding repairs or maintenance that is the responsibility of the Mall.

(d) **Capital Improvements.** Except as otherwise provided herein or as stated in the Goals and Objectives, neither Sublessee nor City will be obligated to construct any capital improvements to the Premises unless required by the Master Lease, nor will Sublessee or City be obligated to perform any repairs or maintenance to the roof (including the roof membrane), building systems, or structural components of the Premises (including the foundation), or replace any portion of the Premises, unless the cause for such repairs is due to the negligence or willful misconduct of Sublessee, its agents or employees or caused by alterations, addition or improvements made by Sublessee or anyone claiming under Sublessee, in which case Sublessee is required under this Sublease to make such repairs.

(e) **Insurance Rates.** Sublessee will not do or permit activities on or in the Premises, nor bring or keep anything in the Premises, that will in any way invalidate, increase the existing premium rate of, or otherwise affect, any insurance upon the Premises, and if such activities should result in any increase in the existing premium rate of insurance, then Sublessee shall be liable for such additional cost.

(f) **Alterations.**

(i) **General.** Except as otherwise provided in this paragraph, Sublessee will not make any alterations, additions, or improvements to the Premises, without City's prior written approval, which approval will not unreasonably be withheld or delayed. Furthermore, if such alterations, additions, or improvements require approval by the Mall under the Master Lease, Sublessee will obtain the Mall's approval prior to making such alterations, additions, or improvements. If Sublessee desires to make any such alterations, additions or improvements, Sublessee will provide to City at least 10 calendar days' written notice prior to commencement of construction. City will have the right to approve the contractor used by Sublessee for any work in the Premises, and to post notices of non-responsibility in connection with work being performed by Sublessee in the Premises. Sublessee agrees to indemnify and hold the City, Mall, and the Premises free and harmless from any and all liabilities, claims, liens, encumbrances and judgments created or suffered in connection with labor, services or materials furnished in connection with any alterations or additions which Sublessee causes to be made to the Premises. Sublessee will not permit any mechanic's lien or stop order or other encumbrance as outlined in Section 2.04 of the Master Lease to be recorded against the Premises. If any

mechanic's lien or stop order or other encumbrance is recorded against the Premises, Sublessee will either cause the same to be discharged of record within ten (10) days after the date of recordation, or, if Sublessee in its discretion determines to contest the lien, Sublessee must furnish such security and bond as may be reasonably necessary to prevent any foreclosure proceedings against the Premises during the pendency of such contest. Work by Sublessee shall comply with all laws then applicable to the Premises. The foregoing will not be deemed a waiver of the police powers of the City of Burbank to review and approve all applications for building permits to confirm that the proposed improvements comply with applicable building codes.

(ii) **Signs.** Sublessee will pay for and perform removal of all exterior signs and other advertising features installed at the Premises as of the Term Commencement Date, including but not limited to the marquee sign. Such removal will be subject to approval by the Mall. If Sublessee chooses not to replace such signs or advertisements with new signage/advertisements, Sublessee agrees to restore the exterior of the Premises to a condition reasonably satisfactory to the City and the Mall following such removal.

Sublessee may also pay for and perform installation of new exterior signage that advertises Sublessee's use of the Premises, subject to approval by the City and the Mall. All signage will be subject to the terms and conditions of the Master Lease and REA. At Sublessee's sole cost and within 30 days of the expiration or other termination of this Sublease, Sublessee must remove all exterior signs and other advertising features installed by Sublessee, and restore the Premises to a condition reasonably satisfactory to City and the Mall.

(g) **Ownership of Improvements.** All improvements (which will be anything affixed to the Premises, unless determined otherwise by the City) made to the Premises will be owned by City upon expiration of the Term or sooner termination of this Sublease. Sublessee will not, however, remove any other improvements from the Premises nor waste, destroy, or modify any improvements on the Premises, except as permitted by this Sublease. All improvements on the Premises at the expiration of the Term or sooner termination of the Sublease will without compensation to Sublessee, then become City property free and clear of all claims to or against them by Sublessee or any third person, and Sublessee will defend and indemnify City against all liability and loss arising from such claims or from City's exercise of the rights conferred by this paragraph.

8. Utilities and Services.

(a) **Utilities.** Sublessee will pay all utility charges for the Premises. If City or Mall incurs any costs for utilities, including but not limited to water, electric and/or gas, then Sublessee will reimburse City or Mall within 5 days after being billed therefor. Upon request of City, Sublessee will provide to City proof of payment of any or all utilities in a manner acceptable to City in its reasonable discretion.

(b) **Regulations.** Sublessee must comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities will not be deemed an eviction or disturbance of Sublessee's use and possession of the Premises, render City or Mall liable to Sublessee for damages, or relieve Sublessee from performance of Sublessee's obligations under this Sublease.

(c) **Security.** City will not provide security service or adopt security measures regarding the Premises.

9. Taxes and Assessments.

(a) **Possessory Interest Taxes.** Sublessee recognizes and understands that this Sublease may create a possessory interest subject to property taxation levied on such interest. Sublessee agrees to pay promptly, prior to delinquency, all such taxes, if any, directly to the tax collector.

(b) **Real Estate and Other Ad Valorem Taxes and Assessments.** To the extent Sublessee, or its subtenants or assigns, is not a tax-exempt entity with regard to property taxes or otherwise fails to maintain its tax-exempt status with regard to property taxes, Sublessee will pay during each year of the Term, all real estate and other ad valorem taxes and assessments of every kind (including general and special assessments, foreseen and unforeseen) with respect to all land, buildings and improvements on the Premises (collectively, "**Taxes**") that may be charged directly by the Mall against Sublessee or otherwise charged against the City pursuant to the Master Lease. For purposes of this paragraph, the provisions in the Master Lease will govern Sublessee's rights and obligations with regard to such Taxes.

(c) **Other Taxes.** Sublessee will pay all taxes, license fees or other governmental charges assessed or imposed on the Personal Property owned by Sublessee located on the Premises or upon the business operations of Sublessee conducted on the Premises.

10. Accounting Systems and Audits.

(a) **Accounting Systems and Business Records.** Sublessee must maintain an accurate accounting of all receipts and disbursements in connection with the Premises. The method of accounting and bank accounts established for the Premises will be separate from the accounting system used by Sublessee for any other matters. Sublessee's accounting system will be in accordance with Generally Accepted Accounting Principles ("GAAP"). Such methods include the keeping of the following documents:

1. (i) Regular books of accounting such as general ledgers.
2. (ii) Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

(iii) State and Federal income tax returns, sales tax returns and checks and other documents proving payment of sums shown.

(iv) Internal controls on the receipt and recording of all cash receipts, and all other operational financial accounting controls and procedures as they relate to gross revenues are subject to the approval of the City. At a minimum, the internal control of cash must include an electronic cash register Point of Sale ("POS") with an auditable daily tape, daily reconciliation of the cash deposit and sales, issuance of physical dated receipt to every patron, a daily activity report listing number of patrons, total collection, merchandise sold (if applicable) and a monthly summary report.

(v) Any other accounting records that City, in its reasonable discretion deems necessary for proper reporting of receipts.

(b) **Retention of Financial Records.** Sublessee will maintain, at its principal offices, its financial records pertaining to such books of account, records, cash receipts, and other pertinent data pertaining to the Premises, which must be kept for a period of at least four (4) years after the conclusion of any fiscal year. The receipt by City of any statement, or any payment of additional rent for any period, will not bind City as to the correctness of the statement or the payment.

(c) **Audit.** City reserves the right during the Term on an annual basis and within four (4) years after expiration or termination of this Sublease to inspect and examine all Sublessee's books of account, records, cash receipts, and other pertinent data relevant to the operation, maintenance, and management of the Premises at City's expense, except as provided in this section. Specifically:

(i) An annual audited statement prepared by a certified public accountant, in accordance with general GAAP detailing all income may be requested to be submitted within ninety (90) days of the closing of the fiscal year. The annual statement must include all Gross Revenues (including itemized calculations of such Gross Revenues) and itemized operating expenses, in addition to any other items set forth in this Sublease for the preceding fiscal year. Additionally, the Sublessee may be asked to provide tax return prepared by an independent certified public accountant. If Sublessee fails to deliver such statement and/or tax returns to City within said ninety (90) day period, City will have the right thereafter to audit or cause an audit to be performed, at the Sublessee's expense.

(ii) The City's right to audit will extend during the length of this Sublease and for a period of four (4) years, or longer if required by law, following the date of final payment under this Sublease. Sublessee agrees to retain all necessary records/documentation for the entire length of the City's right to audit.

(iii) An audit may be accomplished, in the City's sole discretion, by either City forces or an outside auditing firm. In addition, City retains the right to perform spot check audits no more than once a year and upon providing notice to Sublessee at least forty-eight (48) hours in advance; this limitation does not apply to audits required to investigate criminal or suspicious behavior.

(iv) Sublessee will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which Sublessee agrees must be made as a result of any such audit or inspection of Sublessee's invoices and/or records will be made within thirty (30) days from presentation of City's findings to Sublessee. If Sublessee fails to make such payment, Sublessee agrees to pay interest, accruing monthly, at the maximum legal rate. Interest will be computed from the date of written notification of exception(s) to the date Sublessee reimburses City for any exception(s). If audit inspection or examination in accordance with this section, discloses underpayments (of any nature) by Sublessee to City in excess of one percent (1%) of the value of that portion of the Sublease that was audited, the actual cost of City's audit will be reimbursed to City by Sublessee.

(v) To the extent legally possible, City will keep information gained from such statements, inspection, or audit confidential (subject to applicable laws, including but not limited, to the California Public Records Act and the Ralph M. Brown Act), and will only disclose such information for the purpose of administering or otherwise carrying out the purposes of this Sublease.

11. Board Reports. To ensure compliance with the terms of this Sublease the Sublessee must prepare and present annual reports to the City's Park, Recreation, and Community Services Board, identifying all aspects of the operations as defined herein. Reporting will include but not be limited to: revenue, expenses, programming, attendance and maintenance. Sublessee will provide an initial report to the Board after the first one-hundred eighty (180) days following the Term Commencement Date. Thereafter, reports will be provided to the Board annually, on the same date that the Board reviews and approves the Goals.

12. Insurance and Indemnity.

(a) **Mechanics Liens.** Sublessee will not allow any mechanics liens to attach to the Premises or Sublessee's interest in the Premises as a result of its activities, and Sublessee will cause any such liens to be released, by bond or otherwise, within 10 days after the filing thereof.

(b) **Insurance.** Sublessee will keep and maintain in full force and effect, from the Term Commencement Date, the following:

(i) Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage (including loss of use thereof) arising out of Sublessee's operations under this Sublease.

(ii) All risk property insurance covering the Premises, with coverage limits not less than the full replacement cost of the Premises. Sublessee must also maintain insurance coverage on at the full replacement cost, or otherwise assume financial liability for, the Personal Property and the furnishings and equipment owned by Sublessee and any tenant improvements or betterments installed by Sublessee.

(iii) Workers' compensation and employer's liability or other similar insurance pursuant to all applicable state and local statutes and regulations. The policy must be endorsed to waive all rights of recovery against the City, members of the City Council, and officers, employees and agents of the City.

(iv) Comprehensive automobile liability coverage with combined single limit of \$2,000,000 each occurrence.

(v) If the Sublessee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(c) **Additional Requirements.**

(i) Sublessee will provide City with a current Certificate of Insurance, including the additional insured endorsement in a form as approved by the City for the insurance required by this Sublease (except for Worker's Compensation) evidencing coverage(s) and limits prior to the Term Commencement Date and naming the City, its City Council, City's officers, City's employees and City's agents, Mall, and other entities as may be required by Mall as additional insureds (collectively, "**Insureds**"), as additional insureds under all insurance coverage required by this Sublease. The naming of an additional insured shall not affect any recovery to which

such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. All required policies shall remain in force throughout the life of this Sublease and shall be payable on a "per occurrence" basis unless City specifically consents in writing to a "claims made" basis. Should any of the required insurance policies in this Sublease be cancelled or non-renewed, it is Sublessee's duty to notify City immediately upon receipt of the notice of cancellation or non-renewal. Failure to provide and maintain the insurance required by this Sublease will constitute a material breach of this Sublease.

(ii) Sublessee hereby grants to City a waiver of any right to subrogation which any insurer of the Sublessee may acquire against the City by virtue of the payment of any loss under such insurance. Sublessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(iii) Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Sublessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Sublessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(iv) Insurance must be placed with insurers authorized to transact business (i.e. admitted) in the State of California so as to provide access to the California Guaranty Association and other state regulation or have a "Best's Guide" rating of no less than A-VII.

(v) Sublessee must cause its subcontractors to obtain and maintain for the duration of this Sublease or such further period as specified herein, all of the coverages described in this Section. Sublessee warrants that it will require all its subcontractors to name both the Sublessee, the City, and the Mall as additional insureds on endorsements to the Consultants' insurance policies, as required above.

(vi) Certificate of Coverage. Sublessee must submit a certificate of coverage and proof of payment of premiums to City annually and at other times upon City's request. Any insurance required to be carried under this Sublease may be included as part of any blanket or other policy or policies of insurance, subject to the provisions of this Sublease.

(vii) If Sublessee fails to maintain any required policy of insurance, the City may obtain said policy and Sublessee shall immediately pay to the City as additional Rent, any costs and expenses incurred by the City in acquiring such policy.

(viii) In addition to the above requirements, Sublessee agrees to obtain additional policies of insurance in the event such policies are required by the Mall under the Master Lease.

(ix) Sublessee agrees that it shall require any third-party independent contractor(s) who utilize the Premises to comply with all insurance requirements outlined in this Section 12, including but not limited to the naming of additional insureds.

(x) The City reserves the right to annually review the insurance requirements listed herein and update such requirements by providing Sublessee with written notice.

(d) **Indemnity.** Except for City's sole, gross negligence or willful misconduct, Sublessee shall indemnify, protect, defend and hold harmless the Premises, City and City's representatives, council members, board members, agents, and employees from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Sublessee, or resulting from Sublessee's failure to comply with any term of this Sublease. If any action or proceeding is brought against City by reason of any of the foregoing matters, Sublessee shall upon notice defend the same at Sublessee's expense by counsel reasonably satisfactory to City and City shall cooperate with Sublessee in such defense. City need not have first paid any such claim in order to be defended or indemnified. In addition, Sublessee assumes the indemnification obligations of "Tenant" under the Master Lease and as specifically stated in Article 11 of the Master Lease.

(e) **Exemption of City from Liability.** City shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Sublessee, Sublessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause or condition or design of, or any defect in the Premises, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other sources or places, or where caused by third parties (including criminal acts). City shall not be liable for any damages arising from any act or neglect of any other tenant of City or Mall. Notwithstanding City's negligence or breach of this Sublease, City shall under no circumstances be liable for injury to Sublessee's business or for any loss of income or profit therefrom.

13. Use by City. Throughout the Term, at least five (5) days each year shall be made available for use of the Premises by the City, at no cost. The exact dates and specific events shall be determined by Sublessee and the Director. Best efforts will be used to achieve maximum scheduling separation for duplicative productions. Dates allocated to the City, but not used by them, shall revert to the Sublessee's use.

14. Sublessee Support Services for City Use. Upon request, the Sublessee will provide the following support services for City or City-selected community groups when such are utilizing the Premises pursuant to Section 13 above (collectively, "Support Services"). City or City-selected community group shall pay Sublessee the direct costs related to such Support Services:

(a) Notification on the outdoor marquee at the Premises of current and upcoming events (subject to the Sublessee's rights of use relative to such marquee, as set forth in the Sublease).

(b) Use at the Premises of the Sublessee's lighting, sound, projection, intercom, headset, and audio/video monitoring systems under the supervision of the Sublessee's staff.

(c) Use of the theater backstage areas at the Premises for sets, props, and costumes during performance or use periods in the main auditorium.

(d) Basic consulting services by the Sublessee's Technical Director to community groups using the facilities at the Premises.

(e) If requested, help and consultation by the Sublessee's professional staff of directors, subject to availability.

(f) Maintenance, janitorial and lockup services at the Premises.

15. Honoring of Existing Contracts. The Sublessee must honor existing Contracts and/or Agreements previously approved by the City and executed with the former Sublessee for the 2023 calendar year for use of the Premises for community performances.

16. Assignment and Subletting.

(a) Except as otherwise authorized in this Sublease, Sublessee will not voluntarily assign, sublet, transfer, mortgage, or otherwise transfer or encumber all or any part of Sublessee's interest in this Sublease or in the Premises, or rent or sublease said Premises or any part thereof, without the prior written consent of the Director. Any attempted assignment, transfer, sublease, encumbering or renting without such consent (where such consent is required) will be void and constitute a default of this Sublease. In the event a receiver, trustee or conservator is appointed to take possession of the assets of Sublessee, or the possession of the Premises, or a general assignment is made by Sublessee for the benefit of creditors, or any action is taken by or against Sublessee under any insolvency law or bankruptcy act, the City, at its option, may forthwith terminate this Sublease.

(b) Notwithstanding the foregoing, Sublessee shall be permitted to enter into short-term rental or occupancy agreements with third-parties for use of the Premises for live performance activities and other uses for limited periods of time consistent with the purposes, uses, and requirements outlined in Section 6 of this Sublease.

(c) Any consent by the City to the assignment or other transfer of rights hereunder by the Sublessee will not release the Sublessee from any obligations under this Sublease, and the City's consent, unless expressly provided therein, shall not include consent to any subsequent assignment or transfer by Sublessee or the Sublessee's heirs, successors or assigns. It will be reasonable for City to disapprove any request for assignment or subletting that is to a person or entity who does not intend to use the Premises for the purposes and uses outlined in this Sublease. Sublessee will pay any costs incurred by City in connection with a request for assignment or subletting. Any sublease authorized above will not relieve Sublessee of its obligations under this Sublease, including but not limited to requirements to indemnify and insure City and Mall.

17. Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Sublease means any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or

welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of City to any governmental entity or third party (including but not limited to the Mall) under any applicable statute or common law theory, or pursuant to the Master Lease. Hazardous Substances includes, but is not limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof.

(b) Sublessee will not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of City and timely compliance (at Sublessee's expense) with all applicable laws. "**Reportable Use**" means (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any applicable law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Sublessee may use any ordinary and customary materials reasonably required to be used in the normal course of the use of the Premises permitted under this Sublease, so long as such use is in compliance with all applicable laws, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose City to any liability therefor.

(c) **Duty to Inform City.** If Sublessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by City, Sublessee must immediately give written notice of such fact to City, and provide City with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(d) **Sublessee Remediation.** Sublessee will not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or storm drains, drains, or any other drainage facility within the Premises or adjacent streets, or sanitary sewer system) and will promptly, at Sublessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Sublessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Sublease, by or for Sublessee, or any third party. Sublessee must comply, at its sole cost, with all applicable laws pertaining to Hazardous Materials (the "Environmental Laws"), including but not limited to the preparation of business plans pursuant to Health & Safety Code Section 25500 et seq., to the extent applicable to Sublessee. It will be the sole obligation of Sublessee to obtain any permits and approvals required for the operation of Sublessee's business pursuant to the Environmental Laws. Sublessee will prevent any action by or on behalf of Sublessee, Sublessee's employees and agents and invitees that will cause the Premises to be in violation of, or will subject the Premises to any remedial obligations under Federal, State or Local environmental laws, rules, regulations, or ordinances. To the extent required by applicable law, Sublessee will maintain Material Safety and Data Sheets for each and every item or product containing Hazardous Material brought onto the Premises as required by applicable Environmental Laws. Such information, if required, will be kept current at all times.

(e) **Sublessee Indemnification.** Sublessee will indemnify, defend and hold City, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Sublessee, or any third party (provided, however, that Sublessee shall have no liability under this Sublease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties). Sublessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Sublessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Sublease. No termination, cancellation or release agreement entered into by City and Sublessee shall release Sublessee from its obligations under this Sublease with respect to Hazardous Substances, unless specifically so agreed by City in writing at the time of such agreement.

(f) **City Indemnification.** City and its successors and assigns will indemnify, defend, reimburse and hold Sublessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which exist on the Premises as a result of Hazardous Substances caused by the sole gross negligence or willful misconduct of City, its agents or employees. City will not under any circumstance be liable for any Hazardous Substances for which Sublessee is liable under paragraph (e) above. City's obligations, as and when required by applicable laws, will include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and will survive the expiration or termination of this Sublease.

18. Default.

(a) **Default.** Any of the following will constitute a default by Sublessee under this Sublease:

(i) Sublessee's failure to pay Rent or any other charge under this Sublease within 7 days after it is due.

(ii) Sublessee's failure to observe or perform any of the covenants, conditions or provisions of this Sublease to be observed or performed by Sublessee, including but not limited to obligations imposed under the Master Lease and the REA, other than described in subsection (a)(i), above, where such failure continues for a period of thirty (30) days after written notice hereof from City to Sublessee; provided, however, that if the nature of Sublessee's default is such that more than thirty (30) days are reasonably required for its cure, then Sublessee will not be deemed to be in default if Sublessee commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or failure to comply with any other term or condition imposed under this Sublease, the Master Lease, or the REA, within 30 days following written notice from City specifying the noncompliance.

(iii) Sublessee's insolvency, business failure or assignment for the benefit of its creditors. Sublessee's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Sublessee's properties or financial records.

(iv) Sublessee's abandonment of the Premises.

(b) **Remedies.** In the event of a default or breach, City may, with or without further notice or demand, and without limiting City in the exercise of any right or remedy which City may have by reason of such breach:

(i) Terminate Sublessee's right to possession of the Premises by any lawful means, in which case this Sublease will terminate and Sublessee must immediately surrender possession to City. In such event City will be entitled to recover from Sublessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Sublessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the Sublessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate City for all the detriment proximately caused by the Sublessee's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by City in connection with this Sublease applicable to the unexpired Term of this Sublease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence will be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent (1%). Efforts by City to mitigate damages caused by Sublessee's breach of this Sublease will not waive City's right to recover damages hereunder. If termination of this Sublease is obtained through the provisional remedy of unlawful detainer, City will have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or City may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required above, was not previously given, a notice to pay rent or quit, or to perform or quit given to Sublessee under the unlawful detainer statute will also constitute the notice required above. In such case, the applicable grace period required above and the unlawful detainer statute will run concurrently, and the failure of Sublessee to cure the Default within the greater of the two such grace periods will constitute both an unlawful detainer and a breach of this Sublease entitling City to the remedies provided for in this Sublease and/or by said statute.

(ii) Continue the Sublease and Sublessee's right to possession and recover the Rent as it becomes due, in which event Sublessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the City's interests, will not constitute a termination of the Sublessee's right to possession.

(iii) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state of California. The expiration or termination of this Sublease and/or the termination of Sublessee's right to possession will not relieve Sublessee from liability under any indemnity provisions of this Sublease as to matters occurring or accruing during the Term hereof or by reason of Sublessee's occupancy of the Premises.

(c) City may make any payment or perform any obligation which Sublessee has failed to perform, in which case City will be entitled to recover from Sublessee upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of 10 percent per annum. Any such payment or performance by City will not waive Sublessee's default.

19. Surrender. On expiration or early termination of this Sublease Sublessee will deliver all keys to City and surrender the Premises, subject only to reasonable wear and tear from ordinary use, and the removal of any attached fixtures by Sublessee to which Sublessee is entitled under this Sublease. Sublessee must remove all of its furnishings and movable trade fixtures installed by Sublessee.

20. Holding Over. If Sublessee, without City's consent, remains in possession of the Premises or any part thereof after the expiration of the Term hereof, then such occupancy will be a tenancy from month to month upon all the provisions of this Sublease pertaining to the obligations of Sublessee, except at a rent equal to one hundred twenty five percent (125%) of the sum of the rents otherwise due under this Sublease, if and as applicable, immediately prior to the expiration of the Term hereof. The foregoing provisions are in addition to and do not affect City's right of re-entry or any other rights or remedies of City hereunder or as otherwise provided at law or in equity, or both. Sublessee will indemnify, defend and hold City harmless from and against any and all losses, costs, damages and liabilities (including attorneys' fees and costs, and court costs) arising out of or in connection with any delay by Sublessee in surrendering and vacating the Premises, including, without limitation, any claims made by any succeeding tenant based on any delay and any liabilities arising out of or in connection with these claims, and City's damages should any such succeeding tenant cancel its sublease based upon such holding over by Sublessee. Nothing in this Section will be deemed to permit Sublessee to retain possession of the Premises after the expiration or sooner termination of the Term.

21. Notices. Notices between the parties relating to this Sublease will be in writing (including but not limited to e-mail communication), effective when delivered, or if mailed, effective on the third business day following mailing, postage prepaid, to the address for the party stated in this Sublease or to such other address as either party may specify by notice to the other. Notice to Sublessee may always be delivered to the Premises. Rent is payable to City at the same address and in the same manner.

22. Dispute Resolution. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Sublease or breach thereof prior to the institution of any litigation.

23. Successors. Notwithstanding any other provision herein, all the terms, covenants and conditions of this Sublease will be binding upon and will inure to the benefit of the successors and assigns of the Parties.

24. Estoppels. Either Party will within 15 days after notice from the other execute, acknowledge and deliver to the other Party a certificate certifying whether or not this Sublease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other Party; the dates to which r=Rent has been paid in advance, and the amount of any prepaid Rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time will be conclusive upon the Party of whom the certificate was requested that this Sublease is in full force and effect and has not been modified except as may be represented by the Party requesting the certificate. If requested by the holder of any encumbrance, Sublessee will agree to give such holder or City notice of and an opportunity to cure any default by City under this Sublease.

25. Attorneys' Fees. In any litigation arising out of this Sublease, the prevailing party will be entitled to recover reasonable attorney's fees at trial and on any appeal.

26. Master Lease; Reciprocal Easement Agreement. This Sublease is subject to the terms and conditions of the REA and the Master Lease. To the extent of any conflict between the terms and conditions in this Sublease and the terms and conditions of the Master Lease, the terms and conditions of the Master Lease will control; and to the extent of any conflict between the REA and either the Master Lease or this Sublease, the REA will control.

27. [Reserved]

28. Miscellaneous.

(a) **Complete Agreement; No Implied Covenants.** This Sublease and attachments constitutes the entire agreement of the parties and supersede all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Sublease. Neither City nor Sublessee is relying on any representations other than those expressly set forth herein.

(b) **Space Subleased As Is.** The Premises are subleased AS IS in the condition now existing with no alterations or other work to be performed by City.

(c) **Time of Essence.** Time is of the essence of this Sublease.

(d) **Counterparts.** This Sublease may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

(e) **Captions.** The titles to the sections of this Sublease are descriptive only and are not intended to change or influence the meaning of any section or to be part of this Sublease.

(f) **Nonwaiver.** Failure by City to promptly enforce any regulation, remedy or right of any kind under this Sublease will not constitute a waiver of the same and such right or remedy may be asserted at any time after City becomes entitled to the benefit thereof notwithstanding delay in enforcement.

(g) **Inability to Perform; Force Majeure.** This Sublease and the obligations of Sublessee hereunder will not be affected or impaired because City is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike or other labor troubles, governmental preemption of priorities or other controls in connection with a national or other public emergency, or shortages of fuel, supplies or labor resulting therefrom, or act of God, or any other causes beyond the reasonable control of City. If this Sublease specifies a time period for performance of an obligation of City or Sublessee, that time period will be extended by the period of any delay in City's or Sublessee's performance caused by any of the events of force majeure described above.

(h) **Entry and inspection.**

(i) Sublessee agrees that the City, its agents and employees, may enter upon the Premises at any reasonable time, following reasonable notice to Sublessee, for the purpose of making inspections, surveys and measurements and performing other work considered necessary by the City, including but not limited to ensuring that Sublessee is in compliance with all provisions of this Sublease, all with the understanding that the same will be performed in such a manner as will cause a minimum of interference with Sublessee's use of the Premises. City agrees to provide Sublessee with reasonable prior notice of any such entry and inspection. Such

inspections may be made by City employees authorized to conduct such inspections or by independent contractors engaged by City.

(ii) Sublessee waives any claim for damages for any injury or inconvenience to, or interference with, Sublessee's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss caused by the entry of the City as described herein, and Sublessee agrees that there will be no abatement of Rent by reason of the City's entry for the purposes described in this section.

(iii) The City will at all times have and retain a key with which to unlock all of the gates (if any) in the Premises and the City will have the right to use any and all means that it may deem reasonable and proper to open such doors in emergencies in order to obtain entry into the Premises. Any entry into the Premises obtained by the City by any means whatsoever will not under any circumstances be deemed a forcible or unlawful entry into, or detainer of, the Premises, nor will such entry be construed to be an eviction of Sublessee from any part of the Premises. The City will give Sublessee such notice as is reasonable under the circumstances before and after entry into the building on the Premises due to any emergency.

(i) **No Discrimination.** Sublessee herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through it, and this Sublease is made and accepted upon and subject to the conditions that there will be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein subleased nor will the Sublessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, of sublessees or vendees in the Premises herein subleased.

(j) **No Joint Venture.** Nothing contained in this Sublease will be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, a partnership or joint ventures between City and Sublessee. It is understood and agreed that neither any provisions contained in this Sublease nor any acts of City or Sublessee will be deemed to create any relationship between City and Sublessee other than the relationship of landlord and tenant.

(k) **Waiver of claims.** Sublessee hereby irrevocably waives on behalf of itself, its successors and assigns and all persons claiming through it, any claim which Sublessee may assert against the City for inverse condemnation, relocation payment or, compensation for fixtures and equipment, and/or any other costs, expenses, or claims not specifically listed herein incurred by Sublessee in connection with any termination, either by operation of law or otherwise, of this Sublease. Sublessee specifically acknowledges that this Sublease may be pleaded as a defense and a bar to any such claim. Sublessee further specifically acknowledges that in making this waiver, Sublessee has consulted with its attorney and that this waiver is made freely and with knowledge of the character and extent of the rights thus waived.

(l) **Governing Law; Partial Invalidity.** This Sublease and the rights and liabilities of the Parties to this Sublease will be governed by the State of California. If any term or provision of this Sublease or application of this Sublease to any person or circumstance is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected by such invalidity or unenforceability, and each

term and provision of this Sublease will be valid and enforced to the fullest extent permitted by law.

(m) **No Interpretation Against Draftsman.** City and Sublessee hereby agree that no provision of this Sublease will be construed against either Sublessee or City on the basis that the provision was drafted by such party or such party's counsel.

[Signatures on following page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Sublease as of the day and year first written above.

CITY:

THE CITY OF BURBANK,

a municipal corporation and charter city

By:

Justin Hess

Title: City Manager

Attest:

City Clerk

Approved as to Form:

Jill Vander Borght

Senior Assistant City Attorney

Address for Notices:

SUBLESSEE:

By: *****

Address for Notices:



FINANCIAL SERVICES

ADDENDUM NO. 3

January 30, 2023

RFP NO: PR2023-45025-1019
SUBJECT: SUBLEASE, MANAGEMENT AND OPERATION OF THE BURBANK CENTER STAGE

ORIGINAL DUE DATE: February 2, 2023 @ 2:00 P.M.
REVISED DUE DATE: February 10, 2023 @ 2:00 P.M.

Please note the following additions/deletions/clarifications to the above Quotation:

- RFP due date is changed from: February 2, 2023 @ 2:00 P.M.
- RFP due date is changed to: February 10, 2023 @ 2:00 P.M.

Questions / Answers

- Response to questions submitted prior to 5:00 P.M., January 20, 2023 are attached.

NOTE: Proposals already submitted on PlanetBids will become invalid. Please resubmit your proposals, acknowledge the addendum in PlanetBids and provide a signed copy of this addendum with your bid uploaded to PlanetBids.

Respectfully,

Lisa Villegas
Senior Buyer
LV:lv

The undersigned proposer acknowledges receipt of the following addendum issued for the above RFP. **Failure to acknowledge receipt of addendum MAY disqualify the Bidder. IF YOU HAVE ALREADY SENT IN YOUR PROPOSAL AND THIS ADDENDUM IS NOT ENCLOSED, PLEASE CONTACT THE PURCHASING DIVISION AT (818) 238-5466.**

COMPANY NAME: The Greenhouse Arts & Media

SIGNED: **DATE:** January 30, 2023

PRINT NAME: Shun Lee Fong **TITLE:** President & Creative Director

ADDRESS: P.O. Box 3832, Valley Village CA 91617

TELEPHONE NO.: (818) 392-4886 **FAX NO:** ()

EMAIL: shunlee.fong@greenhouseproductions.com

301 EAST OLIVE AVENUE, STE. 305
BURBANK, CA 91502

TEL: 818 238 5466
FAX: 818 238 5457

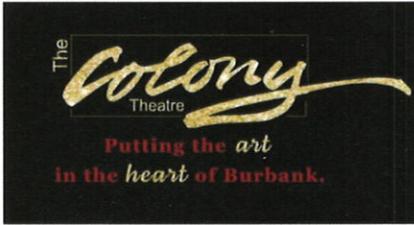
P.O. BOX 6459
BURBANK, CA 91510-6459

BURBANKPURCHASING@BURBANKCA.GOV
BURBANKCA.GOV



Putting the *art*
in the *heart* of Burbank.

The Colony Theatre Company
Proposal for Sublease,
Management, and Operation of
Burbank Center Stage
2023



City of Burbank
Financial Services Department – Purchasing Office
301 East Olive Avenue, Suite 305
Burbank, CA 91502
Attention: Grace Coronado
Administrative Officer

January 30, 2023

TO WHOM IT MAY CONCERN:

The Colony Theatre Company in partnership with several prominent community-based art organizations is submitting a proposal to continue on its current mission to produce and program theater, dance, visual arts, multi-media, and education and mentoring opportunities to local youth, by providing community members and beyond, unprecedented arts exposure. The goal is to engage, unite, and to permanently establish ourselves as a destination for the Greater Los Angeles area, and to be a safe haven for all artists, while nurturing the creativity, discipline, and professionalism in the next generation of audience members and creative professionals. Enclosed is The Colony Theatre's proposal for Sublease, Management and Operation of the Burbank Center Stage: RFP No. PR2023-45025-1019. The proposal is valid for ninety (90) consecutive calendar days. The principal contact for this proposal authorized to make representations on behalf of The Colony Theatre is:

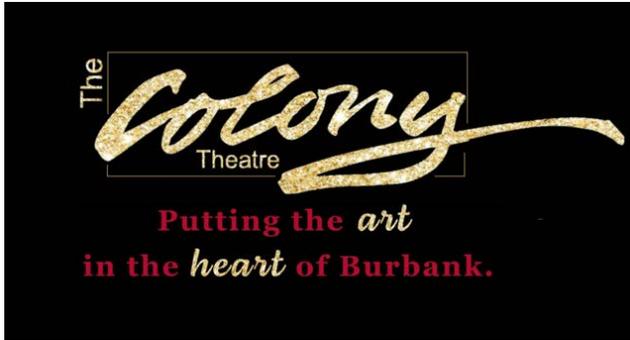
Heather Provost
Producing Artistic Director
The Colony Theatre
555 N. Third St.
Burbank, CA 91502
310.717.3230 (cell)
heatherprovost@colonytheatre.org

Sincerely,

A handwritten signature in blue ink, appearing to be "H. Provost", is written over the "Sincerely," text.

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The Colony Theatre Company

Proposal for Burbank Center Stage

The Colony Theatre Company Executive Summary

Theatre. It's been an important part of human culture for centuries. Some say it changes lives. Others say it changes thoughts, beliefs, values. And history will say, it almost faced extinction.

The Colony Theatre is one of few theatres to survive the global COVID pandemic. So many did not...and we do not take this fact lightly. We are even more committed to embedding ourselves in the Burbank community as a performance arts hub for Burbank residents, while firmly establishing the City of Burbank as an arts destination for arts patrons throughout the greater Los Angeles region.

Through a unique combination of professional performances, community cultural arts events, and youth mentoring, the post-pandemic, **new**, Colony Theatre is focused on engaging community members, attracting new audiences, exposing youth to arts education and programming, all while increasing revenues for The City of Burbank and surrounding Downtown Burbank businesses...establishing The Colony Theatre as a dominant regional arts center.

The Colony Theatre has been an important contributor and a source of pride for the Burbank community for 23 years. With a 48-year tradition of award-winning and critically-acclaimed theatrical productions and experienced venue stewardship, we use the power of the arts to inspire and enrich our community by programming and producing live events that affirm universal human values, and by nurturing creativity and professionalism in the next generation, presenting a variety of arts events that establish the theatre as a cultural center for the community, and cultivating an environment in which the artists of the 21st century can flourish. The sophistication and classic charm of the Colony has been enhanced and expanded by the addition of a new management, new business structure, and new partnerships whose focus on

expanded target audiences through new programming will have diversified and increased revenue streams.

A strong focus of ours is on local youth. We are dedicated to mentoring as well as offering opportunities to grow *with* our theatre, and to be promoted from within. The energy, bustle, and buzz that surrounds young people when they are excited and the world is full of possibilities, has breathed new life into our space. As young people move through the Burbank school system, they should expect their community to support their desire to see and participate in visual, media, and performing arts performances – and to pass these values to their own children. What we are doing at The Colony Theatre signifies the level of importance a city places on the arts and the quality of life it strives to provide its members.

New leadership has implemented the hybrid producing/programming/rental model which has built an extremely strong platform on which to operate. We have also established a strong grant writing program which has provided us with close to \$700,000 in grant awards over the last 2 years. The combination of programming, producing, mentorship, an educational arm, and rentals is a solution proven to be sustainable. We aim to establish ourselves as one of the top regional arts centers in the area, in California, in the nation.

With that, The Colony Theatre now presents to you, an ***unprecedented*** coalition of partnership and collaboration with some of the area's most impactful arts organizations and creatives.

Our Education Arm: The Colony Theatre is now the official home of **Imagine Theatre**, coming together in partnership to offer Theatre for Young Audiences, Camps, and Theatre Arts Education.

Our Visual Arts Arm: We are in official partnership with – **California Creative Arts**. Our Gallery is more alive than ever with CCA art shows and other networking opportunities for local artists.

Mentorship: Our partnership with the **Burbank High School Stage Craft Program**, gives Burbank students hands-on shadowing and on-the-job training on professional productions. We also partner with Glendale Youth Alliance to provide students internship opportunities.

*NOTE – It should be noted that our current Technical Manager was a Burbank High School student who interned for us and worked his way up to a viable career in Tech Management. And we also continue to participate in **BUSD's Service Learning Program**.

Dance: The Colony Theatre leadership has now made our theatre the official home of Burbank's own **Pacific Ballet**.

Programming: We are in official partnership with the acclaimed Troubadour Theatre. **The Troubies** have been a hugely popular fixture in the community for more than 25 years. After years of bringing all of their fans and commerce to other theatres in the area, their **new official home** is now with us at The Colony Theatre. This brings enormous numbers in the way of Burbank business and exposure to the theatre and the area.

Storytelling: Our official partnership with **JAM Creative** provides the community with 2-4 incredible storytelling shows a season. Working in conjunction with local charity organizations, we will continue to work together to raise money for important local non-profits.

Artist Opportunities in Theatre and Media: **The Short & Sweet Festival** is now our official partner. One of Los Angeles' top festivals, whose home was Hollywood, is now being brought to Burbank. Bringing with it, not only huge opportunities for local commerce with the high numbers in attendees every year, but also for its participating artists.

Theatre: The Colony will also become a launching pad. One that allows producers to launch shows to **Broadway and Off-Broadway**. This offers the opportunity for passive income to The Colony Theatre by participating in the profit pool and subsidiary rights of these shows, which also provides passive income for the City of Burbank. And, as it has been for recent years under new management, The Colony will continue to be a performing destination for Broadway's brightest stars and productions, a space for top casting directors to cast, filmmakers to shoot, and the community to engage.

Media: We will continue to be the official home of the **Indie Series Awards**, which brings some of the industry's most exciting names and faces to our theatre.

Youth Camp: Bringing more education opportunities to our theatre, through dance, is our partnership with **Daurden Performing Arts Conservatory**.

BUSD: Our continued partnership with **BUSD**, including but not limited to, learning and performance opportunities for Burbank High School students and John Burroughs students, as well as theatre arts exposure to elementary and middle school students.

Music: Our future partnership with the acclaimed organization, **Musicians at Play** to produce/present musical concerts that would include big band and jazz programs on a monthly basis to engage the Burbank Community.

Producing: The Colony will continue to produce critically-acclaimed theatre.

In unity with our partners, we will provide community members a creative, collaborative, and community-oriented atmosphere they can call their very own.

- **New leadership focused on innovation**
- **New energized Board of Directors comprised of top industry professionals and loyal long-term supporters**
- **Internship with incentive programs for students and schools**
- **Critical and commercial success**
- **Honored by the California State Legislature for our service**
- **“Evening the Playing Field” for underserved, underrepresented youth through educational camps, mentoring, and intern opportunities**
- **An environment able to bridge gaps in understanding between generations through focus on a common goal**

We strive each day to continue building community among all people, and look at our theatre as a safe haven reflecting the values of cultural equity and inclusion. We will continue to maintain a commitment to **diversity, equity, inclusion, and access.**

For most communities, a vibrant arts scene means a better quality of life. In Burbank, it also means a thriving economy. Our theatre provides hundreds of jobs annually. Our patrons bring commerce. And one of the most important “**intangibles**” would be that the arts instill empathy, by bringing the “human” element into the human experience...which is a tremendous responsibility. One of the very reasons we added the tagline “Putting the **art** in the **heart** of Burbank” to our logo art. Intangibles matter.

As mentioned earlier, history will say the performing arts were almost extinct. It is our mission and duty to make sure that never happens. Because with it, would go the soul of humanity.

Qualifications – Identification

The Colony Theatre Company is a non-profit 501c3 organization.

Legal Name & Address:	Colony Theatre Company
	555 N. Third St.
	Burbank, California 91502
Year Established:	1975
EIN:	51-0183571
Tax Status	Tax Exempt
Social Media Accounts	Facebook: https://www.facebook.com/TheColonyTheatre Instagram: @colonytheatre Twitter: @colonytheatre TikTok: @thecolonytheatre
Official Web Site:	www.colonytheatre.org
Known Conflicts of Interest	None
Contracts with City of Burbank	Current operator of The Colony Theatre at Burbank Center Stage



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: THE COLONY THEATRE COMPANY
Entity No.: 0745827
Registration Date: 08/28/1975
Entity Type: Nonprofit Corporation - CA - Public Benefit
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 10, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 072388230

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

Mission Statement: The mission of The Colony Theatre is to stimulate, inspire, illuminate, and celebrate our common humanity through the shared experience of live, professional theater. We are dedicated to creating a wide range of compelling, well-crafted plays, musicals, and live events that entertain and enrich our audience's imagination, take them on a rewarding emotional journey, and nourish a lifelong passion for the arts. We are committed to providing unique and varied opportunities for experienced artists and eager-to-learn beginners.

Vision Statement: We believe in producing innovative and cutting edge shows and events appropriate for all ages. We continue to program and produce shows that affirm universal human values and nurture creativity and professionalism in the next generation. Our variety of live arts events - visual, dance, and performing arts - have established our theatre as a cultural center for the community. It is our belief that we can best serve our community by producing and presenting works that bring people together across cultural, political, generational, and ethnic divides. We believe live theatre and events have the power to change lives through illumination of issues all human beings share, using the art of dramatic and comedic storytelling to engage our audiences and take them on a journey of discovery of themselves and the world around them.

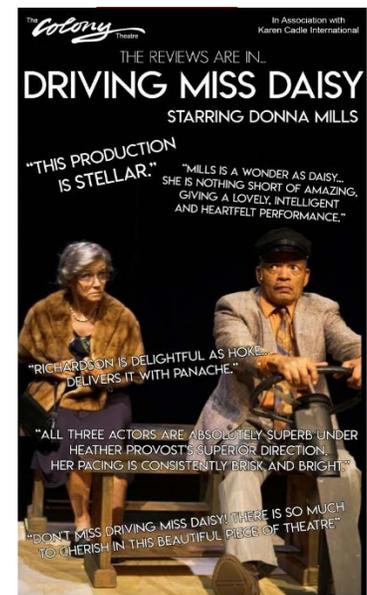
Qualifications – Previous Operating Experience

The Colony Theatre is the Current Operator at Burbank Center Stage.

The Colony Theatre Company began its distinguished history of continuous production in 1975.

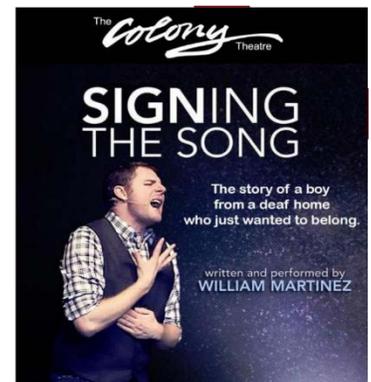
The company moved into the Burbank Center Stage in 2000, becoming a fully operating Equity theatre. The Colony has always been known for the artistic quality of its productions, producing high quality theater for years, including many world premieres. After struggling with the subscriber model in 2015, new leadership came on board in 2017 – the goal being, to rebrand and restructure, while respecting the legacy of The Colony Theatre - and implemented a hybrid producing/programming/rental and mentorship model, which maintains a strong platform on which the theatre can continue to grow and thrive.

Our 5 year business plan was put in place. By year 5, our goal was to produce a large scale, book musical, with name talent attached. And within year 1, we wanted to produce a play with name talent attached. Our leadership was focused on putting together a season of small contained productions as to build on our cash reserves. We launched our "It's Showtime!" season - a series of small cast productions, and the AEA production Driving Miss Daisy starring TV star, Donna Mills – accomplishing a major goal for year 1. We then launched a concert series, performed by Broadway and LA's brightest stars and our production budgets were steadily increasing. We also produced the first of its kind, "Camp C.R.E.A.T.E." for



diverse, underserved, and underrepresented youth 8-14, who were taught acting, playwriting, screenwriting, directing, and all areas of tech. We identified our campers through **The Burbank Coordinating Council**. Our campers' work was showcased to the public. 90% of the campers were on full scholarship. **We were recognized by the California State Legislature for our service.** Our Mentorship Program was implemented and continues to grow and give Burbank teenagers the opportunity to work in the company of accomplished theatre artists and administrators, while gaining experience in all aspects of production -- artistic, technical, and administrative -- to prepare them to work and thrive within the arts industry, and in life.

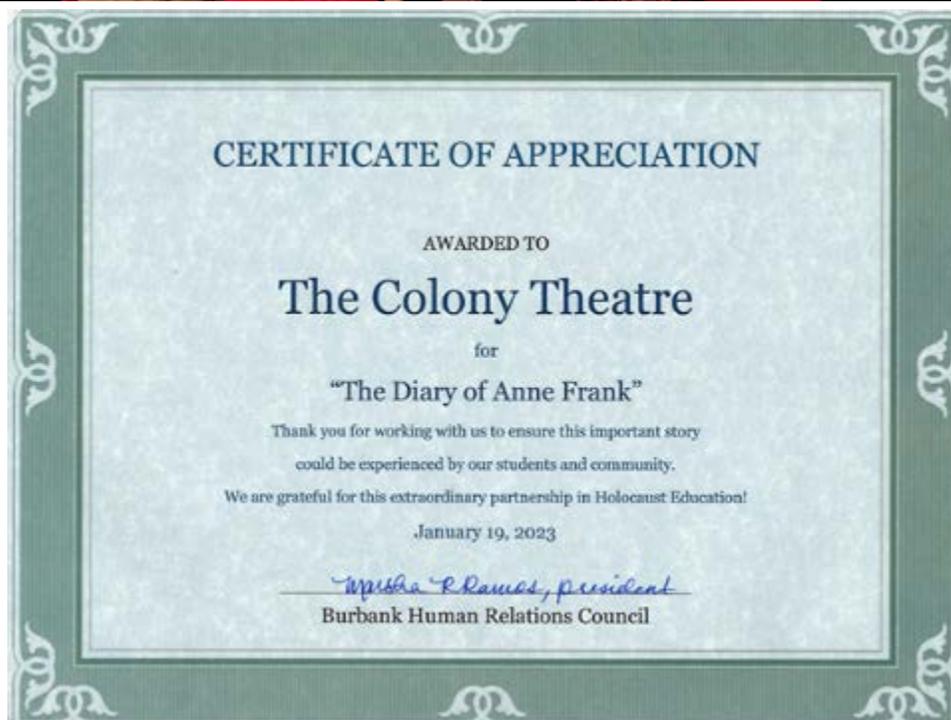
Our show, "ICONversations" had an entirely African-American cast, and our concert production of "A Little Night Music" was cast with performers predominantly from diverse backgrounds as well as featuring a performer who uses a wheelchair. Our show, "Living a Why Not Life" was a new work focusing on a gay African-American man's journey growing up in Alabama and navigating the entertainment industry. We also produced the entirely female comedic show, "Saturday Night Stand Up Featuring the Feminoles" and established an artistic residency with the LGBTQ acting troupe, "Chico's Angels." We also produced a show that paired American Sign Language with singing - "Signing the Song" - which shared the story of a boy who grew up in a deaf household. As previously mentioned, **we continue to maintain a commitment to diversity, equity, inclusion, and access.**



We produced 3 full seasons of shows in the "It's Showtime!" series, starring TikTok influencers, Voice-Over celebrities, and Broadway and Television/Film stars. As we headed into what was sure to be our most successful and profitable year yet, the pandemic struck. With us unable to produce for about two years due to restrictions and then tepid ticket buyers, we were thrilled to

be back in the game fully in 2022. In addition to the success of our TYA (Theatre for Young Audiences) presentations of “Pout Pout Fish” (with the #1 TYA touring company in the country) and “Warrior Queen” (with Imagine Theatre– the only AEA TYA company in Los Angeles), along with the sold out run of “Die Heart” with The Troubies, we also produced an exciting event for our community – an Art Show featuring local artists, live music, and film. A unique blending of three art mediums bringing people together for a fun-filled evening for the whole family. We continued to work with JAM Creative for their two amazing evenings of story-telling titled, “Go There” and “Jingle Tales,” raising money for the Family Service Agency of Burbank. We also hosted the incredible “Artist Mixer” event for the Burbank Cultural Arts Commission and presented our first art show in collaboration with California Creative Arts in our Gallery, “Unscripted; Art that makes it all up as it goes.”

One of our proudest, most recent moments, was our partnership in Holocaust Education with the **Burbank Human Relations Council**. The incredibly special presentation of “The Diary of Anne Frank” was experienced by hundreds of students and community members. We worked with the Burbank Human Relations Council to ensure that this important story was told.

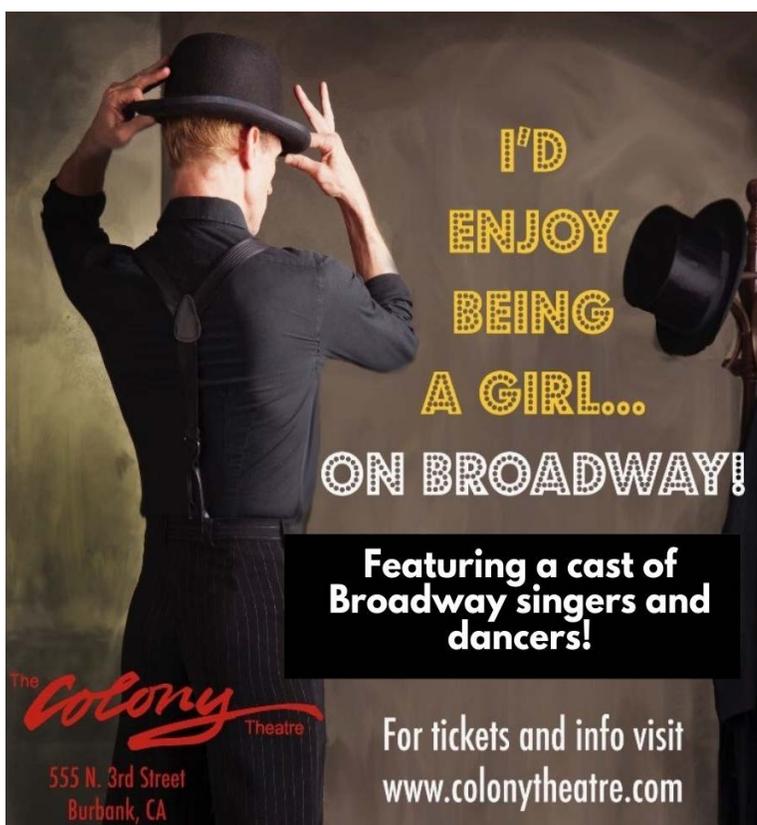


Now, putting us in what would technically be year 3 of our 5 year plan (due to the pandemic), we are TWO years ahead of schedule, and opening the exciting musical, "Calvin Berger" with a Disney+ star in the title role. And we even held a contest for Burbank high school students and recent grads giving them an opportunity to be a part of the show. We are also presenting a companion piece art show, "Unrequited Love" in our Gallery with our now official partner, California Creative Arts. The Los Angeles entertainment community, and beyond has been buzzing about us, and that buzz is only getting louder.



The Colony Theatre Presents
Broadway Stars Sing...
the music of BRIAN GALLAGHER.
.10.19.19.

featuring:
Megan Hilty
Carly Hughes
Matt Cusson
Carrie Manolakos
& more!



I'D
ENJOY
BEING
A GIRL...
ON BROADWAY!

Featuring a cast of
Broadway singers and
dancers!

The Colony Theatre
555 N. 3rd Street
Burbank, CA

For tickets and info visit
www.colonytheatre.com

CALVIN BERGER

a Musical



Qualifications – Governance and Key Leadership

Key Leadership and Onsite Management for The Colony Theatre Company would be **Heather Provost – Producing Artistic Director**, **Brenda Ramirez-Kalcoff – Operations Manager**, and **Julien Reneaud – Technical Manager**.

Colony Theatre Key Leadership

Producing Artistic Director

Heather Provost

hp@provostentertainment.com
heatherprovost@colonytheatre.org

310.717.3230

January 2017 - present

Professional Background:

Heather is a Tony, Drama Desk, Outer Critics Circle, and Drama League Award-nominated producer. Critically acclaimed hits on Broadway include Reasons To Be Pretty by Neil LaBute (three Tony nominations including Best Play) starring Thomas Sadoski, Piper Perabo, Marin Ireland, and Steven Pasquale, and the musical [title of show] (Tony Nomination for Best Book of a Musical). She produced the hugely successful Under My Skin segment of 'The Pink Campaign' on Broadway for which all proceeds went to the Susan G. Komen Foundation and she also produced and directed the California Theatre's acclaimed productions of Driving Miss Daisy and Love Letters.

Provost produced the short film Harmony starring Jason Alexander and the feature film Racing Colt which she produced and co-directed. Provost was the creator and executive producer of the TV show Reality Check and creator of Who Knew?...The In-the-Know

Travel Show. She produced three seasons of the It's Showtime series at The Colony Theatre and was the Creator/Camp Director of Camp C.R.E.A.T.E. at The Colony for which she was recognized by the California Legislature for her service. She also directed and produced Driving Miss Daisy at The Colony Theatre starring Donna Mills. Other producing credits include Page To The Stage, History of Musical Theater, Chix 6, series Penelope P.C.S.A. starring Dave Foley, and Associate Producer on the feature films To The Beat! and its sequel To The Beat! Back to School.

She recently co-wrote A Joyous Christmas starring Natalie Knepp, Michael Rady, and Bonnie Bedelia for Hallmark Movies & Mysteries as well as Hallmark's hit Season for Love starring Autumn Reeser and Marc Blucas, which dominated the weekly cable ratings and became one of Hallmark's most popular summer movies of all time. She is currently in active development on multiple projects for both Hallmark and Stargazer Films, respectively, as well as an upcoming rom/com feature film for MarVista Entertainment. She recently sold a rom/com series to a popular streaming app, and is currently in pre-production on the feature suspense/thriller Among which she co-wrote and will also co-direct, as well as the soon-to-be released crime drama podcast, Hope Haven. She is an avid crypto trader, founding partner at Provost Entertainment Inc., a proud graduate of The Florida State University, was on the faculty at The

Commercial Theater Institute in New York City, and is the current Producing Artistic Director at The Colony Theatre in Burbank.

Operations Manager

Brenda Ramirez-Kalcoff
brendakalcoff@colonytheatre.org
818.303.5989
August 2013 - present

Professional Background:

Brenda Ramirez-Kalcoff (Operations Manager) comes to The Colony from a background in hospitality and transportation. At the Hilton Hotels Corporation and Hilton Garden Inn she supported the Senior Vice President of Brand Management, as well as the Vice Presidents of Marketing, Operations, and International Training and Brand Culture. Prior to that she worked for the Departments of Transportation of the cities of Pasadena and Los Angeles in a wide variety of positions. She is delighted now to be combining her love of the arts with the skills developed in those fields. A Los Angeles native, she lives in Burbank with her artist husband George, son Tomas, and daughters Penny and Paulina.

Technical Manager

Julien Reneaud
julienreneaud@colonytheatre.org
818.984.5835
September 2017 - present

Professional Background:

Julien has extensive experience in stage production, live sound, and lighting design having managed production for a wide variety of shows/events including corporate events, concerts, weddings, live theatre, musicals, plays, film shoots, and much more. He is also an Audio Engineer and music producer. Credits include "The Revue," "Die Heart," "The Drowsy Chaperone," "Chico's Angels," "Warrior Queen," "Big Bad Armo." His goal is to always provide the best experience possible and make sure all tech needs are met.

Board of Trustees Chair

Michael Wadler
wadlermd@mac.com

Professional Background:

Michael was a founding member of The Colony and technical consultant on the design of its 270-seat theatre in Burbank, when the company moved in 2000 from its 25-year home in Silver Lake. As a director, he staged the Colony productions of Incorruptible, Lost in Yonkers, The World of Ray Bradbury, To Culebra, To Forgive, Divine, On the Verge, Holy Ghosts (Drama-Logue Award), Talk Radio, A Day Out of Time, and Lenny (Drama-Logue Award). He also restaged the revival of The Martian Chronicles (3 LaWee Awards), as well as directing or co-directing The Odd Couple (Female Version), The Only Game in Town, Private Lives, Two Marriages, God's Favorite, and David's Mother. He is a member of Actors' Equity Association and the Dramatists Guild.

Colony Theatre Board of Trustees			
Name	Board Position	Professional Affiliation	Industry
Michael Wadler	Chairman	Wadler Data Systems, Inc.	Computer Consulting
Barbara Beckley	President	Colony Theatre/Artistic Director Emerita	Entertainment
Brenda Ramirez-Kalcoff	Secretary	Colony Theatre/Operations Manager	Entertainment
John Rothman	Treasurer	Real Estate Developer	Real Estate
Heather Provost	Board Member	Colony Theatre & Provost Entertainment, Inc.	Entertainment
Scott Damian	Board Member	Branded Maverick Entertainment	Entertainment
Lanelle Scott	Board Member	Independent Production	Entertainment
James Bell	Board Member	LA Opera Box Office	Entertainment
James Leo Ryan	Board Member	Actor/Teaching Professional	Entertainment



Board Committees – “Strategic Planning” and “Fundraising”

Qualifications – The Colony Theatre Company Financial Information

Submitted in a separate sealed envelope marked on the outside: “Confidential, RFP No. PR2023-45025-1019, The Colony Theatre Company.

Financial Statement and Proposed Financial Terms

Account	Description	Year 2024	Year 2025	Year 2026	Year 2027	Year 2028
REVENUES:						
Rental income	Rentals from all or any part of the theatre	325,000	335,000	345,000	355,000	365,000
Mainstage productions	Ticket sales from in-house productions	110,000	115,000	120,000	125,000	130,000
Financial support	Cash gifts, grants, and donations	105,000	110,000	115,000	120,000	125,000
Other income	Concession sales & miscellaneous income	20,000	21,000	22,000	23,000	24,000
TOTAL REVENUES		560,000	581,000	602,000	623,000	644,000
PAYROLL:						
Heather Provost	Producing Artistic Director	65,000	66,000	68,000	70,000	72,000
Brenda Ramirez-Kalcoff	Manager, Rental Operations	50,000	51,000	53,000	55,000	57,000
Julien Reneaud	Technical & Rental Support	35,000	36,000	38,000	40,000	42,000
Taxes & payroll service	Payroll taxes and tax service	24,000	24,600	25,800	26,300	26,800
Employee benefits	Health insurance	14,400	14,500	14,700	14,800	14,900
Part-time support payroll	Part time rental/production support staff	20,000	20,500	21,500	22,000	22,500
TOTAL PAYROLL		208,400	212,600	221,000	228,100	235,200
EXPENSES:						
Production	Costs directly related to staged productions	110,000	111,000	112,000	113,000	114,000
Telephone	Phone system and internet access	18,000	18,100	18,200	18,300	18,400
Utilities	Heat, light, power and water services	50,000	50,500	52,000	53,000	54,000
Maintenance	Supplies, maint, upkeep & trash service	25,000	26,000	28,000	29,000	30,000
Insurance	General liability and workers compensation	10,000	10,200	10,600	10,800	11,000
Administrative	Bookkeeping, licenses, fees and other	8,000	8,100	8,300	8,400	8,500
Miscellaneous	Contingency reserve	6,000	6,100	6,300	6,400	6,500
TOTAL EXPENSES		227,000	230,000	235,400	238,900	242,400

Financial Statement and Proposed Financial Terms

(Continued)

BURBANK CENTER STAGE						
Operated By The Colony Theatre Company						
Proposed Lease Rental and Projection						
Calendar Years 2024 - 2028						
		Year 2024	Year 2025	Year 2026	Year 2027	Year 2028
TOTAL REVENUES (from all sources)		560,000	581,000	602,000	623,000	644,000
Less: Financial Support (gifts, grants, and donations and other income *royalties excluded)		(145,000)	(151,000)	(157,000)	(163,000)	(169,000)
NET REVENUES (subject to percentage rent)		415,000	430,000	445,000	460,000	475,000
Percentage Rent Factor (from box office and rental revenue)		7.50%	7.50%	7.50%	7.50%	7.50%
PERCENTAGE RENT	<i>Lease rent payable is equal to the greater</i>	31,125	32,250	33,375	34,500	35,625
MINIMUM RENT	<i>of the percentage rent or minimum rent.</i>	24,000	27,000	30,000	33,000	36,000
PROJECTED OPERATING SURPLUS		124,600	138,400	145,600	156,000	166,400
Less: Lease Rent (greater of percentage or minimum)		(33,375)	(34,500)	(36,000)	(37,125)	(38,250)
PROJECTED OPERATING SURPLUS (net of lease rent)		91,225	103,900	109,600	118,875	128,150

Notes to The Colony Theatre Projected Statement of Operations Table Calendar Years 2024 - 2028

General.

The Projected Statement of Operations assumes The Colony Theatre Company remains the sublessee of the City of Burbank (“City”) to operate the Burbank Center Stage facility (“BCS”). The Colony would continue to operate in a manner so-as-to maximize revenues and income utilizing the “producing/programming/rental” hybrid, business model under which the Colony has been operating BCS since calendar year 2017.

Note 1.

REVENUES include (i) income from rentals of all or any part of BCS, (ii) income from ticket sales for mainstage productions developed and produced by the Colony, (iii) passive income from profit participation in moving productions based on specifically negotiated percentage terms.

Note 2.

The level of gifts, grants and donations in any one year can be influenced by many factors over which the Colony has no control and, therefore, fund-raising results have been projected on a conservative basis.

Note 3.

All payroll costs have been increased per year to reflect expected payroll increases to offset inflation.

Note 4.

EXPENSES have been projected based upon the operating expense experience of the Colony under its current business model. Expenses have been increased per year to allow a margin for cost increases.

Production expenses have been estimated based upon the historical experience of the Colony as a theatrical and live event producing entity. Union requirements typically result in accelerating production costs from one year to the next.

Fundraising

Over the last two years we have been very focused on our grant writing and have raised approximately \$700,000 in grants and donations. We will continue to be aggressive in seeking grants, and donations, with the addition of in-person fundraising events.

Capital Improvements

We have had, and continue to have the funds allocated for capital improvements. Including but not limited to, replacing of all carpets, painting, equipment upgrades, and refurb of the theatre interior and exterior. Once a long-term lease is in place, these capital improvements will be immediately addressed.

Proposed Business Plan

The Colony Theatre Company

Over the next five years and beyond, the new Colony Theatre will offer Burbank residents a welcome, home base for ALL cultural arts entertainment, and a high-profile arts destination for non-Burbank residents. With undeniable partnerships in place, The Colony Theatre will be a leader in the arts community. Bringing with this, hundreds of jobs and commerce. After a long pandemic, dinner and a show never sounded so good.

Our focus will be on sustainability as an organization, and our obligation to our city, its residents, and to the arts community as a whole.

Key Strategies for Sustainability:

- 1) Producing and programming plays, musicals, and live events that affirm universal human values.
- 2) Cultivating an environment in which the artists of the 21st century can flourish.

- 3) Diversifying our staff's skills.
- 4) Continuing to strengthen web and social media presence.
- 5) Continuing to develop our grant writing program and implement annual fundraising campaigns.
- 6) Developing and implementing new, more structured board requirements and individualized board responsibilities.
- 7) Expanding marketing targets and strategies to include all of the San Fernando Valley and Los Angeles County in its entirety so as to strengthen and expand our patron base.
- 8) Growing a new individual donor incentive program.
- 9) Identifying and pursuing potential corporate sponsors.
- 10) Programming innovative, cutting edge shows and events appropriate for all ages. Presenting educational programming, which provides students with what may very well be their first theatre experience, and mentees with instruction and relationships they would not otherwise have access to.

Core Objectives:

- To consistently provide high-quality productions for a reasonable price.
- To select programming and productions that have broad appeal and engage patrons of target demographic audiences.
- To always create a warm and welcoming environment for audiences, artists, staff, youth, and all others who enter the premises.
- Continue to engage the community through outreach efforts and involvement in community-based organizations, activities, and events.
- Attract tens of thousands of arts patrons to the area as potential shoppers and diners.
- Continue to operate successfully on a programming, rental, producing hybrid model.
- Increase production budgets annually.
- Maintain and grow our rental program.
- Build and implement programs that make our theatre a safe haven and community leader in reflecting the values of cultural equity, inclusion, and access.

We believe that this strategic business plan will ensure the optimum balance of artistic quality, financial strength, and institutional integrity.

The Colony Theatre Anticipated Calendar															
Number of Events	YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5		
	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby	Main Stage	Rehearsal Studio	Gallery & Lobby
Events Produced by Colony	2	24	8	3	30	8	3	36	8	4	36	8	4	36	8
Events Programmed by Colony and/or Co-Produced by Colony and renter	15	26	12	17	28	12	18	29	12	19	30	12	20	31	12
Events Produced by renter	52	26	10	52	27	11	52	28	12	52	28	12	52	29	13
Rentals to community/civic groups	52	26	10	52	27	11	52	28	12	52	28	12	52	29	13
TOTAL	121	102	40	124	112	42	125	121	44	127	122	44	128	125	46

*Note – Many events run for consecutive days/weeks during the course of a year.

Partnerships

At the same time, and in the same space where artistic magic is happening, members of Burbank's next generation of Burbank's Arts and Entertainment workforce will be benefitting from career preparedness training in production, sound, lighting, and stagecraft. Mentorship, internship, and apprentice programs will provide Burbank's youngest residents an education unlike any other vocational training program offered in Los Angeles County, the state, possibly even the country. We have partnered with **Mr. Jose's Stage Craft program at Burbank High School**, to provide Burbank students this incredible opportunity. And not only is it a potential learning opportunity...

“My journey in live theater started in high school. I was 16 years old when I enrolled in the Theater Tech program at Burbank High School. My main passion has always been Audio Production/Design. I'm so appreciative of the fact that my humble start in a high school tech program led to me getting a paid internship here at the Colony Theatre, through the Glendale Youth Alliance. The new leadership that came into The Colony made that possible for me. That was really inspiring and showed me that theater jobs do exist. You can work behind the scenes and make a good living. There is a misconception that the only money to be found in the arts is on stage as a singer, actor musician etc... working here at The Colony with our Producing Artistic Director, Operations Manager, and the entire staff, has shown me a whole world that exists and allows me to do what I love most. I've made countless connections and friends here over the years. These bonds created have both benefited me personally and professionally. My hope is that the City of Burbank helps us continue to create that same opportunity I had for the next generation. It's important that the high schoolers and kids of any age are exposed to the arts, both on the creative side and the technical side. I love what I do, and I would have never been here today if it weren't for the unwavering support of the current Colony Theatre leadership. What we do for the community is so important.”

- *Julien Reneaud*

Julien began as an intern for us, learned, and grew. He is now the Tech Manager at The Colony Theatre. These stories are important. And his isn't the only one.

We will also continue our participation in **BUSD's Service Learning Program**.

“My name is Mauricio Villatoro and I am a volunteer at The Colony Theatre and a junior at John Burroughs High School. The first word I can think of when you say The Colony Theatre is happiness. Whenever I am there, it makes my heart feel euphoric. It's a small family and when I first volunteered there, I wasn't looked at as an outcast, but as a part of this family. I have volunteered about 5 or 6 times in the past couple of months or so, and I feel my bond with the workers and place grow stronger every time. The place is a shelter where people can laugh or cry, but still feel as if they are in the comfort of their own homes. This community is such a special place in Burbank. With a genuine, caring staff, and welcoming atmosphere, The Colony Theatre should remain a space where people can enjoy a night out in a homey environment.”

We will also continue partnering with the Glendale Youth Alliance to provide internships for local youth.

Mentorship MATTERS.

“Working at the Colony Theatre has become a very valuable experience in my life. Not only have I made new friendships, but I also learned very valuable work skills including rigging, lighting, house managing, and also immensely improving customer service skills. Knowing that this theatre has been greatly appreciated by the Burbank community makes working here feel extremely rewarding. I am glad I can continue to bring joy through my work while also grow as an individual.”

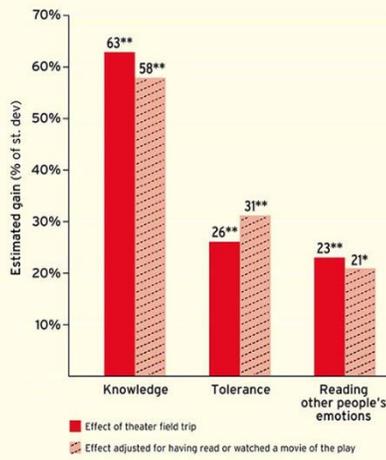
- Mentee, Joey Franco, now a part-time Light Board Operator for us.

And for the younger BUSD students, they will be attending summer camp at our theatre or attending a TYA show on our stage with their class or family. It is so vitally important to foster imagination and creativity in our youth, and The Colony Kids Programming Initiative contributes directly to that. Many studies have found a direct relationship between children’s continued exposure to the arts and their development. Memory, confidence, emotional intelligence, compassion, social and academic skill, creativity, and critical thinking are all influenced and developed through attendance of high-quality arts programming and events.



Gains from Live Theater (Figure 1)

Students who see live theater become more knowledgeable of the plot and vocabulary of the plays, more tolerant, and better able to read the emotions of others.



And through OUR partnership with **Imagine Theatre**, Imagine Theatre **commits to providing teacher artist visits to participating students (classes that visit our productions for student matinees) at *NO CHARGE* to BUSD during their residency with The Colony Theatre.**

Not to mention our investment in future female leaders, by partnering with Imagine Theatre and **Women Lead** - a sponsorship initiative aimed at highlighting local female leaders who are invested in empowering girls by supporting arts programming dedicated to championing gender parity in society. An introduction of the women behind female-led enterprises to girls in 5th grade, to inspire them to aspire.

LAUNCHING PAD – With our leadership’s direct network and connection to the Broadway and Off-Broadway producing scene, this offers immense opportunity for both the theatre *and* the City of Burbank in the way of **future profit participation and subsidiary rights on New York-bound shows. We would offer the city a percentage of The Colony’s negotiated royalty pool percentage, that would set up passive income for both parties through the duration of the originating show’s life.**



Lisa Dyson

6h · 🌐

BURBANK FAMILIES - SAVE THE DATES AND RESERVE YOUR TICKETS - THERE ARE STUDENT RUSH TIX AVAILABLE - OR USE CODE FRIEND FOR A DISCOUNT IF YOU'RE NOT A STUDENT! The award-winning director [Richard Israel](#) & the amazing musical director [Anthony Lucca](#) are helping this production! And, they're right here at [The Colony Theatre](#) thanks to Producing Artistic Director [Heather Provost](#) - also a great idea for holiday gifting. :)



VISUAL ARTS – With our official partnership with the area’s own, **California Creative Arts**, The Gallery at The Colony Theatre will now be a destination for visual artists, art aficionados, and people looking for a special night out with one of our exciting Gallery shows. We are thrilled to be a part of CCA’s mission to provide community, support, resources, and opportunities for artists.



CCA Artists at The Gallery at The Colony Theatre exhibit

PROGRAMMING/PRODUCING – Our official partnership with **The Troubadour Theater** – Best known as... **THE TROUBIES** is sure to bring excitement, as they take our stage 2-3 times a year. One of the most popular theater companies in all of Los Angeles, this partnership brings rabid fans and constant buzz. Not to mention the lines to get into local restaurants and bars before and after the shows. In addition to their full-length Shakespearian musical mash-ups and family-friendly holiday shows, The Troubies will also bring an award-winning children’s programming element called the Funky Punks.



Tweet

 **Stefan Martello**
@stefanmartello

@JAfactor's show at @ColonyTheatre was incredible, honestly loved every moment. And tons of star power here in the crowd, too! Freakin out!



MTG - Musical Theatre Guild is comprised of the finest musical theatre artists in the Los Angeles area, who perform staged concert readings of Broadway's forgotten gems and undiscovered treasures. Members represent over 60 Broadway shows, 79 Broadway National Tours, countless regional productions, cast recordings, solo albums, voice-overs, commercials, film & television appearances, plus dozens of Ovation, Drama Desk, and Tony Award Nominations. We will partner with MTG on special select events.

With our official partnerships as well as our **own producing**, we will offer the community and beyond, an exceptional, fully conceived season of performances and events. While the subscriber model has been definitively proven to no longer be a sustainable financial model for theatres (except for large touring houses), individual and group ticket sales will be our mode of ticketing. However, we are researching to potentially implement a "Membership" program, which would bring ticket discounts, incentives, and other membership perks to those who join the program.

Running an **impeccable rental** program is also our focus. The Colony Theatre is a sought-after space for filming, event rentals, and professional theatrical, music, media, and dance productions **because** of our leadership's extensive industry network, experience, and knowledge.



STORYTELLING – Our partnership with **JAM Creative** and producer Suzanne Weerts, will give us the privilege of presenting 2-4 storytelling shows on our stage each year. Stories of the human experience matter. As do the charity organizations we team up to raise money for, an example, Family Service Agency of Burbank.

ARTIST/CREATIVES OPPORTUNITIES – Our partnership with the **Short & Sweet Festival** provides opportunities to performers, creatives, and patrons. Typically held in Hollywood, we are thrilled to have now moved this gem of a festival to Burbank! This unique brand extends to multiple performance mediums; from theatre to dance, cabaret to Bollywood, musicals to stand-up comedy; all maintaining the single rule of performance, being presented in 10 minutes or less. Short+Sweet is a global theatre brand with 35 annual festivals in 23 Countries around the World, starting in Sydney Australia in 2002.

In their 100 seat theatre in West Hollywood in 2019 they sold out 6 weeks of programming, 6 nights a week. In 2022 when the festival returned, they welcomed 500 participants and over 4000 audience members in their slightly abbreviated program. With this new partnership, bringing this highly sought after festival to our community, is a huge win for the City of Burbank.



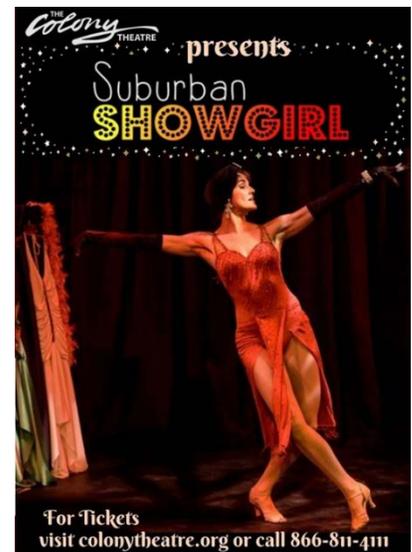
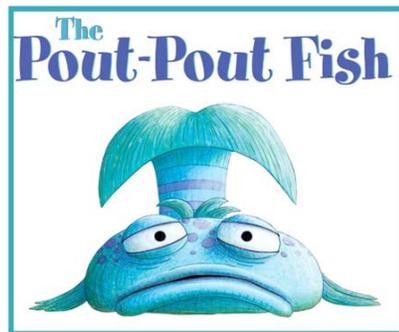
DANCE – Our partnership with Burbank’s own, **Pacific Ballet Dance Theatre** allows us to present captivating ballet presentations and offers engaging educational programs that nurture the talent and artistic creativity within the diverse Southern California Community.

And our partnership with **Daurden Performing Arts Conservatory** will provide a residency, dance camps, and performing arts camps for the next generation of young artists.

MUSIC – Our partnership with local and acclaimed organization, **Musicians at Play** will bring big band and jazz programs to The Colony, engaging the Burbank Community. While MAP has an ongoing relationship with BUSD, they would like to expand their presence with the community at large by partnering with us. All of their programs and events are produced to sell out audiences with ongoing requests for repeat performances. The John Williams musical artists are celebrities in their own right and have large followings. This partnership will be a powerful and fruitful one for the Burbank community.



***Lusine Simonyan of the Burbank Cultural Arts Commission and Senator Portantino at the recent Artist Mixer.



- The Colony Theatre will continue to partner with The Burbank Cultural Arts Commission to host networking events for local artists.
- We will offer free and at cost meeting space in the rehearsal studio, to Burbank-based non-profits as performance schedule allows.
- Continue to solidify ourselves as a “go-to” spot for entertainment, and performance space for the top creators and artists in the industry.
- Present a season of customized programming.

- Continue to build our board with focus on recruiting members with corporate and philanthropic influence, and major gift capacity.
- We will provide the City of Burbank a revenue stream consisting of rent/percentage of box office/rental revenue, and potential passive income related to NYC transfers and their subsidiary rights.



Building Relationships Within The Community



John Burroughs High School VMA Awards



The Tale of Turandot by Imagine Theatre



Community and Target Audience

Production programming will be targeted to all of Los Angeles, but Burbank’s population whose largest segment includes ages 21-34; ages 35-54, and ages 55-74 will be priority.

With more than 15,000 enrolled students in BUSD, Burbank’s student population makes up about 13% of the city’s total population, and growing. 59% of the population is age 25-65 with an average family size of 3-4.

Educational programming will focus on youth camps and performances that will serve ages 6-18, and work-based learning that includes mentorships, job shadowing, and internship programs will serve students 16-18 years old eligible for participation.

A bonus – most students will need only walk across the street from Burbank High School to access these opportunities.

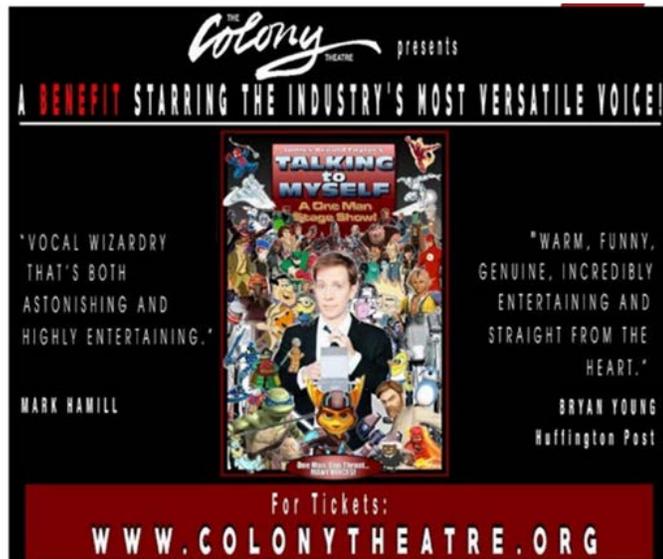
The National Endowment for the Arts conducted research on audience participation and identified several indicators that predict arts participation within a community including Resident Attachment to Community, Quality of Life, Arts & Cultural Activity, and Economic Conditions.

Elements that contribute to these areas include:

<u>Resident Attachment to Community</u>	<u>Quality of Life Elements</u>	<u>Arts & Cultural Activity</u>	<u>Economic Conditions</u>
<ul style="list-style-type: none">• length of residency• percentage of occupied housing• median home value	<ul style="list-style-type: none">• crime rates• average length of commute time• average retail spending of residents per person	<ul style="list-style-type: none">• number of arts and entertainment employees• their median income• average income of all households	<ul style="list-style-type: none">• median income of all households• unemployment rate

The table below shows elements where the City of Burbank exceeds California and national averages.

City of Burbank	
RESIDENT ATTACHMENT TO COMMUNITY	
Median length of Residency	8 years
Average length of Owner Occupied Housing	18.1 years
Percentage of Owner Occupied Homes	40.7%
Median Home Value	\$586,200
Percentage of Occupied Housing	97.3%
QUALITY of LIFE	
Median Commute Time	24 minutes
Violent Crime Rate	13%
ARTS & CULTURAL ACTIVITY	
Percentage of Residents working in arts & entertainment industries	11%
Median income of arts & entertainment industries	\$91,000
ECONOMIC CONDITIONS	
Median household income	\$80,000
Average Annual Retail Expenditures per person	\$21,000.
Unemployment rate	3.4%



Estimated total attendance levels in the first five (5) years of operation.

In a realistic market we are of the belief that attendance levels can steadily increase due to family and youth exposure and built-in audiences. Due to the COVID pandemic, ticket sales have dropped nationwide, but are starting to gradually pick up. While it is nearly impossible to gauge with ever-changing trends and climate, the following are estimates.

Average Attendance Per Show

	2024	2025	2026	2027	2028
Events produced by The Colony	200	220	240	250	260
Events presented and co-produced by The Colony	210	230	235	235	250
Events programmed by The Colony produced by renter	200	220	230	235	240

Estimated Admission Price Levels for Programming

Price levels will fluctuate based on market trends, type of event, and date on calendar. Pricing will not go above \$75 for a mainstage production. On occasion, admission pricing will be tiered, but can often be general admission pricing for one-off events and will include student and senior discounts. Estimated rental fees for community/civic group rentals and private/commercial rentals.

Rental Rates

General	
<u>MAINSTAGE EVENTS:</u>	\$325/hr (minimum 4 hours)
<u>TECH/PREP RATE:</u>	<ul style="list-style-type: none"> • \$225/hr for hang/focus (includes 2 technicians) • Basic lights and sound • Use of the main auditorium only
<u>MAINSTAGE REHEARSAL RATE:</u>	<ul style="list-style-type: none"> • \$210/hr (minimum 4 hours) Basic stage & house lights
<u>EVENT RATE:</u>	<ul style="list-style-type: none"> • \$325/hr (minimum 4 hours) • Basic lights & sound • 1 Lead Technician • 1 House Manager Use of the lobby, dressing rooms, and green room

<u>DAY RATE:</u>	<ul style="list-style-type: none"> • \$3,450/day (12 hour day) <p><i>*Some mainstage rentals may require additional services & personnel.</i></p>
MAINSTAGE TV/VIDEO/FILM SHOOTS	
<u>DAY RATE:</u>	<ul style="list-style-type: none"> • \$5,000/day (12 hour day) <p>Includes use of the entire space</p>
<u>HOURLY RATE:</u>	<ul style="list-style-type: none"> • \$500/hr (minimum 4 hours) • Basic lights & sound • 2 Technicians • Use of the entire space
Burbank Community Group Rates	
<u>MAINSTAGE:</u>	<p>Available at cost, with basic tech and sound, one technician during the duration of the event and one house manager during the time of the event.</p> <p><i>*Based upon calendar availability</i></p> <p><i>*Some restrictions may apply</i></p>
<u>REHEARSAL SPACE:</u>	<p>This space will be available year-round, Monday – Friday, 9am – 4pm, upon availability at no cost.</p> <p><i>*Based upon calendar availability</i></p> <p><i>*Must put in request at least 2 weeks in advance</i></p> <p><i>*Some restrictions may apply</i></p>

General Staffing and Security

Staffing on site at The Colony consists of the Producing Artistic Director, who oversees all aspects of the theatre including, but not limited to, all programming and production, and is the main point of contact for City of Burbank. Operations Manager, oversees the facility, tech/house staff, handles all payroll, payables and reports. The Technical Manager oversees all technical needs of the theatre, all facility needs for the building and is the point of contact for all maintenance needs.

Security: Security measures will consist of a proper security surveillance system and 24-hour patrol by mall security.

Concessions

Our concessions is located in our lobby. Sales of candy, snacks, soft drinks, water, and coffee are offered for all Colony events. The Colony Theatre also has a liquor license. Beer, wine, and mixed cocktails are also sold at most Colony events.

Statement on Facility Maintenance Plan and Quality Standards

The facility will be maintained weekly by our cleaning service. Our contracted team is dependable and their services include cleaning the lobby, rehearsal space, offices, green room , dressing rooms, and bathrooms. A thorough walk through is done by the house manager before each event to ensure that facilities are in order and maintained properly. Regarding all other maintenance issues, we would engage Jeffrey Perkins and Thomas Marquez, both certified professional maintenance suppliers.

Overview of the Marketing Plan

We have implemented an aggressive marketing campaign. We have brought in a new Marketing Manager who is a fixture in the Burbank Community, Ashley Erickson. She founded the Magnolia Park Merchants Association and was president for five years where she transformed the Magnolia Park merchants district to become a lively tourist destination, highlighted in media across the nation, and continues to plan large scale Burbank events. Erikson organized and managed large-scale community events in coordination with City of Burbank departments to build and expand well-loved events like Ladies and Gents Night Out and Holiday in the Park. In 2022, Holiday in the Park brought in over 40,000 attendees. Her work in social media and digital marketing brings in over 12 years of experience in Burbank where she has helped local businesses transform their online presence by re-building their websites, designing email campaigns, re-branding printed materials, and managing their social media accounts. Burbank businesses she has worked with in the past are Mindfulnest, Bell Cottage, Phoebe Peacock, Romancing the Bean, California Eatery, Tequilas Burbank, Encore Nouveau, Darling Nikki's Salon, Magnolia Rose Studio, The New Deal, and many more. On top of her digital marketing experience, Erikson has close ties with news and media. She is also the Feature Editor for myBurbank News. She manages several community Facebook groups and is committed to the City of Burbank through activism in the schools.

Goals include to increase visibility of the theatre to the Burbank community and to get the theatre involved in local boards, commissions, committees, and organizations that help to grow and build the city's culture and creative arts. We are also pursuing sponsorships and partnerships with local businesses.

We have also engaged the top Press Rep in Los Angeles Theatre. We have and will continue to expand marketing targets and strategies to include all of the San Fernando Valley and Los Angeles County so as to strengthen and grow our patron base, but the main focus will be the residents of Burbank. The combination of forces between The Colony Theatre Company and our partners will open an exciting realm of possibilities. We will be utilizing all databases for outreach and announcements.

Funds are currently allocated for advertising, print, marketing, social media, and online ad buys which will strengthen our brand, united in partnership. We currently have targeted campaigns running. Targeted Google ads, bus stop shelter signage, Facebook ads, Instagram ads, Twitter and TikTok. We have recently been featured on SpectrumNews, FOX, Good Morning LA, and CNN. We are also doing cross promotion with fellow Los Angeles theatres and theater companies, as well as outreach and group sales to local groups, entertainment unions, and Burbank Chamber of Commerce businesses.

Our Instagram account reach has gone up by 835%, engagement has gone up 593% and followers have gone up 25%. For example, at the time of writing, our most recent Instagram post just hit close to 13,000 views within two days of posting. We recently launched our brand new website, making the ticket-buying process more streamlined, and our monthly visitors to the website are now at approximately 5,000+ site visits. Facebook post engagement in the last month is 17,800+ and post reach is 133,000+.

We would like to work with the Burbank Cultural Arts Commission and hold a mural contest as a major marketing event. With the winner painting a huge mural for the theatre on our large 3rd St. wall. We maintain a commitment to aggressive marketing and outreach within the Burbank community and beyond.



From [Disney+](#) to the stage, Frankie A. Rodriguez is headed to [The Colony Theatre](#) for its production of Calvin Berger!



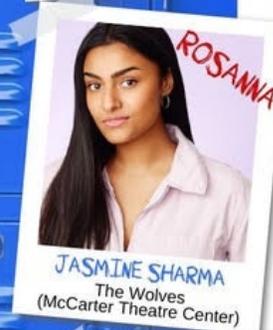
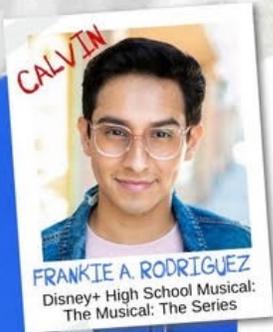
PLAYBILL.COM

High School Musical: The Musical: The Series' Frankie A. Rodriguez Will Star in Calvin Berger Musical

THE **Colony**
THEATRE

YOU MADE
THE COOL CLUB!

A CONTEMPORARY MUSICAL LOOSELY BASED ON THE
STORY OF CYRANO DE BERGERAC, BUT... IN HIGH SCHOOL.



CALVIN BERGER
A MUSICAL

SOMETIMES WHAT
YOU'RE LOOKING FOR...
IS RIGHT UNDER YOUR
NOSE.

BOOK, MUSIC AND LYRICS BY BARRY WYNER
DIRECTED BY RICHARD ISRAEL

The poster features a yellow background with a blue grid pattern. On the left, a person in a red hoodie and white pants stands with their back to the viewer, looking at a locker. On the right, a large black silhouette of a person's head and neck is shown in profile, looking towards the person in the red hoodie. A yellow pencil is positioned vertically on the right side of the poster.

YOU ARE INVITED TO OPENING NIGHT!
SATURDAY, FEBRUARY 18, 8:00 PM
RED CARPET ARRIVALS
BEGIN AT 6:30 PM

Assumptions

The Colony Theatre Company offers people an alternative to commuting to other cities for cultural arts entertainment, as well as visual, dance, media, and performing arts education and career preparedness training in production, sound, lighting, and stagecraft for BUSD students. Mentorship, internship, and apprentice programs will prepare the next generation of Burbank's Arts, Media, and Entertainment workforce, providing an education unlike any other. And The Colony Theatre Company will also provide a much needed home for Burbank cultural arts nonprofits to collaborate and congregate at no to low cost. The Colony Theatre has been a fixture in the Los Angeles arts community. Being one of two mid-size theatres in the area - and the only one producing - it is a true gem for the community and arts scene, not just for its physical space, but *because* of its current management, who can lead the theatre to becoming a **dominant, professional, nationally recognized, regional arts center**.

Sublease Agreement -

Suggested edits are in red below.

Right to Terminate. Notwithstanding the foregoing, Sublessee and the City will each have the right to terminate this Sublease **for just cause**, at any time upon delivery to the other party of at least 90 days' notice of the terminating party's election to do so, and the Sublease will terminate on the termination date set forth in any such notice.

**Defeats the purpose of a long term lease if a party can be removed for no reason. a performing arts center needs to plan seasons, write grants, have rental agreements in place...difficult to do so with no security/stability within a lease.*

5. Transfer of Personal Property. ~~On the Term Commencement Date, City may transfer and convey to Sublessee certain personal property consisting of furniture, fixtures, equipment, machinery, and other personal property utilized in the operation of the Premises that Sublessee has agreed to lease from City ("Personal Property"). Sublessee agrees to accept all Personal Property as is and acknowledges that all ongoing expenses related to maintain and replacing the Personal Property will be an operational expense to Sublessee.~~

**There is no personal property involved.*

- (a) **Sublessee's Maintenance and Repair Obligations.** (i) Sublessee hereby acknowledges and represents that Sublessee
- — has inspected the Premises and agrees to sublease the Premises in its present condition. In that condition, Sublessee agrees, at Sublessee's sole cost and expense and without right of reimbursement from the City, but subject to the provisions of this section, to make such repairs and improvements to the interior, non-structural portions of the Premises as may be necessary for Sublessee's use, and to maintain the Premises in good and sanitary order and repair; provided, however, that any such repairs, improvements, or maintenance will be subject to the terms and conditions imposed upon "Tenant" in the Master Lease unless otherwise provided herein. Sublessee will be responsible for non-capital repair and replacement, and general cleaning and maintenance of the interior of the Premises, as well as all repair obligations of "Tenant" under the Master Lease unless otherwise provided herein. During Sublessee's occupancy of the Premises under this Sublease, Sublessee will be responsible for repair, replacement and maintenance of all improvements made in and to the Premises by Sublessee (whether of a capital or non-capital nature). Sublessee will **obtain notify the City City's approval** prior to completing any **major** repair, replacement, or maintenance **which**

exceeds \$1,000.00 to the Premises, which approval will not be unreasonably withheld. In the event any repairs, improvements, or maintenance require approval by the Mall under the Master Lease, Sublessee will first obtain City's approval of such repairs, improvements, or maintenance to the Premises. Sublessee will provide timely notice to City and/or Mall, as applicable, of any repairs that are the responsibility of City or Mall of which Sublessee is aware of. Upon the expiration or termination of this Sublease, Sublessee agrees to surrender the Premises in good and sanitary order, condition and repair; permitted or approved alterations, improvements, additions, and reasonable wear and tear excepted.

—

**Smaller repairs often need to happen expeditiously, in the moment.*

(c) **Audit.** City reserves the right during the Term on an annual basis and within four (4) years after expiration or termination of this Sublease to inspect and examine all Sublessee's books of account, records, cash receipts, and other pertinent data relevant to the operation, maintenance, and management of the Premises at City's expense, except as provided in this section. Specifically:

(i) An annual ~~audited~~ **compiled financial statement** prepared by a certified public accountant, in accordance with general GAAP detailing all income may be requested to be submitted within ninety (90) days of the closing of the fiscal year. The annual statement must include all Gross Revenues (including itemized calculations of such Gross Revenues) and itemized operating expenses, in addition to any other items set forth in this Sublease for the preceding fiscal year. Additionally, the Sublessee may be asked to provide tax return prepared by an independent certified public accountant. If Sublessee fails to deliver such statement and/or tax returns to City within said ninety (90) day period, City will have the right thereafter to audit or cause an audit to be performed, at the **City's Sublessee's** expense.

**"Compiled" financial statements prepared by a CPA are fine, but not audited. Extremely costly. If the City wants to do an audit and pay for it, totally fine, no issue with that.*

CAPITOL OFFICE
1021 O STREET
SUITE 7630
SACRAMENTO, CA 95814
TEL (916) 651-4025
FAX (916) 651-4925

GLENDALE DISTRICT OFFICE
601 EAST GLENOAKS BLVD.
SUITE 210
GLENDALE, CA 91207
TEL (818) 409-0400
FAX (818) 409-1256

SATELLITE OFFICE
201 EAST BONITA AVE.
SAN DIMAS, CA 91773
TEL (909) 599-7351
FAX (909) 599-7692

SENATOR.PORTANTINO@SENATE.CA.GOV

California State Senate

ANTHONY J. PORTANTINO
SENATOR
TWENTY-FIFTH SENATE DISTRICT



COMMITTEES
APPROPRIATIONS
CHAIR
BANKING & FINANCIAL INSTITUTIONS
GOVERNMENTAL ORGANIZATION
INSURANCE

SELECT COMMITTEES
CALIFORNIA, ARMENIA & ARTSAKH
MUTUAL TRADE, ART, AND
CULTURAL EXCHANGE
CHAIR

January 27, 2023

Hon. Konstantine Anthony
Mayor, City of Burbank
275 East Olive Ave.
Burbank, CA 91502

RE: The Colony Theatre

Dear Mayor Anthony,

I write in support of The Colony Theatre's proposal regarding their stewardship of the Burbank Center Stage.

I have been a long-time supporter of the arts in general and have attended several performances at The Colony Theatre. While The Colony Theatre was established nearly five decades ago, it has called the City of Burbank home for the last 23 years, enriching the lives of residents through the production and programming of innovative shows.

The Colony Theatre has welcomed residents of all ages, making an effort to engage our youth through mentorship and educational programs that support the next generation of artists and art audiences. The theatre is often a setting that encourages creativity and collaboration, fostering greater inclusivity and providing a safe space for everyone to be themselves. Over the years, The Colony Theatre has strived to showcase the significant impacts of the visual and performing arts while providing a platform for emerging artists in the Media Capital of the World.

Thank you for your consideration of The Colony Theatre's application to continue leasing and managing the Burbank Center Stage.

Respectfully,

A handwritten signature in black ink that reads 'Anthony J. Portantino'. The signature is written in a cursive, flowing style.

Hon. Anthony J. Portantino
State Senator, 25th District



Burbank Unified School District
Instructional Services
1900 W. Olive Avenue
Burbank, CA 91506
Ph: 818.729.4455 • Fax: 818.729.4402

Board of Education
Steve Ferguson, President
Dr. Emily Weisberg, Vice President
Dr. Armond Aghakhanian, Clerk
Abby Pontzer Kamkar
Charlene Tabet

Superintendent
Matt Hill, Ed.D.

January 27, 2023

Dear Sirs;

The Colony Theatre has been an essential partner in Burbank Unified's efforts to provide a sequential standards based arts education for all students since we were first selected as one of the Los Angeles County Arts Commission's first Arts for All districts in 2004. Since then our collaboration has grown to include college and career readiness programming to the benefit of our students, staff, and larger Burbank Arts, Media, & Entertainment (AME) industry sector.

The Colony consistently contributes their time, resources, and efforts to support our work with BUSD students, including serving on our BUSD Community Arts Team. Representatives from the Colony have supported the development of each of our three Strategic Arts for All Plans and actively served on the Burbank Arts for All Foundation board (now merged with Burbank Arts & Education Foundation), the independent 501c3 that was founded to raise supplemental funding for BUSD's implementation of its arts education strategic plan.

Our work with Colony leadership and staff positively impacts our students on several levels. They provide affordable rental space for our performing arts programs, internships for our Career Technical Education (CTE) Stage Tech students, and summer programming for our at risk and low income students. The Colony Theatre often provides Burbank students with their first theatrical experience.

The Colony is also a supportive and influential partner on several BUSD arts and CTE Grant proposals. Their support has led to significant annual funding from the Los Angeles County Arts Commission's and California Department of Education and that in turn, has resulted in increased student access to quality instruction in the arts. These grant funds have made it possible for us to provide artist in residency school programs that enhance grade TK-12 core subject instruction while providing professional development for teachers who in many cases did not benefit from having the arts in their own education. That this community theatre company is so accessible, affordable, and within walking distance of their homes and schools is extraordinary and one reason Burbank has been able to maintain its reputation as a strong arts district.

CDE funding for CTE requires work based learning experiences that can be challenging to provide for high school students. The Colony has consistently welcomed BUSD Stage Tech and Digital Media

student interns. Our Colony interns have all gone on to pursue college and successful careers in the AME industry. Burbank Unified is better able to provide these experiences and more to students while reinvesting grant dollars back into the Burbank economy rather than spending funds for programs located in Glendale, Pasadena, or downtown Los Angeles.

Countless theatre companies failed and disappeared as a result of the quarantine. That The Colony successfully made it through and is back to providing our schools and community live theatre is a testament to their strength, resilience, and commitment to the Burbank community. I am very concerned that an organization without a proven track record of successfully sustaining a venue and non-profit business like The Colony has done, will result in the loss of our community theatre. Our young people, our families, and our schools will suffer if that happens.

I am proud of the work we do with The Colony and what we have accomplished together for Burbank's youngest citizens, their families, and their teachers. We are cultivating our community's next generation of well educated patrons of the arts. I strongly encourage the City of Burbank to allow The Colony to remain in Burbank and not risk this exceptional community treasure.

Please feel free to contact me if I can provide any additional information about the impact of The Colony on our schools and students.

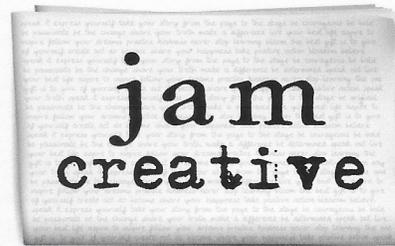
Sincerely,

A handwritten signature in cursive script that reads "Peggy Flynn".

Peggy Flynn
Arts & CTE Coordinator
818-729-4446 (w)
818-200-9966 (c)

January 25, 2023

City of Burbank
301 East Olive Avenue
Burbank, CA 91502



To Whom It May Concern,

I am writing in support of the proposal by Heather Provost and her team at The Colony Theatre to continue to execute their vision for this treasured theatrical space. They are professionals with a plan to make Burbank a regional destination for live theatre. Their successes with *Driving Miss Daisy* and *A Little Night Music* prove their capacity for excellence. The fact that they were able to weather the pandemic shutdown also demonstrates a commitment to ensuring that their vision becomes a reality, albeit with a revised timeline.

The recent *Latinx Diary of Anne Frank* was an exceptional example of a partnership that elevated understanding and used theatre to educate, with two productions for BUSD students along with the evening production for the public. And I am truly excited to see *Calvin Berger* come to life at The Colony Theatre next month!

As a director and producer of local storytelling shows through JAM Creative, I value the industry experience of Heather and her team. Since 2016, I have produced eight storytelling shows at The Colony Theatre, all of which were benefits for Family Service Agency of Burbank raising over \$30,000 to support mental health programs in the community. Our productions have included stories by first time storytellers – often Burbank residents – along with well-known actors, writers and political leaders like State Controller Betty Yee and State Senator Anthony Portantino. The opportunity to perform on The Colony Theatre stage is always a draw. Many of JAM Creative's performers have expressed their appreciation for the space and for the team currently running it in the attached page.

My shows are just one example of the value of local productions to bring community together, to support local causes and to draw people outside of our community to watch friends take the stage (and while here, to visit our local businesses.) But Heather and her team also bring gravitas to The Colony Theatre with their production resumes. They have a vision for bringing high-level productions that will put Burbank into the Broadway-bound royalty pool. As the Media Capital of the World, don't we want our local theatre to also be a regional draw? There are few spaces like it in our area.

The world of theatrical production requires long lead times, and it is difficult to imagine pulling that off with a month-to-month lease, yet Heather and her team have found creative solutions. This space needs the improvements that a long-term plan will allow, not new tenants. I can only imagine the successes that can be realized if you accept their proposal, and I hope you will.

A handwritten signature in blue ink that reads "Suzanne Weerts". The signature is fluid and cursive.

Suzanne Weerts
Producer/Director
JAM Creative
818/388-1991

jamcreativestories@gmail.com

JAM Creative Performer Testimonials

In the hustle and hassles of day-to-day life, it's easy to forget about the arts. Taking the time to be part of two JAM Creative shows at The Colony made me realize how much a creative community breathes life into the souls of everyone participating. The Colony is a perfect venue for creative communities in Burbank. I would love to see it remain not only a performance space, but to see it become the premier arts destination it should be. – **Jules Ford, Burbank Resident and Storyteller**

The Colony Theater is a gem. Truly, it is a gift to the community. The location at the mall makes The Colony so accessible to the people of Burbank and surrounding communities. The adjacent parking is ideal for Senior theater goers. One never has to worry about finding a spot. The interior is so warm and inviting. It sets the mood for a gracious and comfortable theater experience. I also like the Art Gallery. So much creativity at the Colony! – **Ellen Switkes, Storyteller**

As a nationally touring songwriter, I have performed in venues of all sizes across the country, and with JAM Creative productions, I have had the immense pleasure of performing at our hometown Colony Theatre. These kinds of theatres are true treasures for a community, and a heart-center for the performing arts. The Colony Theatre brings people together, keeps our Burbank community vibrant with local programming, and draws audiences and performers to the many other delights Burbank has to offer. Amid the large-scale entertainment industry in Los Angeles, we cannot lose sight of the importance of the gem that is The Colony – a local treasure for music, theatre, storytelling, and more. -**Arielle Silver, Songmaker/Storyteller/Teaching Artist**

The Colony is such a warm, inviting space. And with the set-up of the seats, being on that stage really felt like connecting with every single person in the audience--a rare thing at that. The Colony really does matter dearly to the arts community and all of the surrounding arts communities.

-**Bryan Kett, Teacher, Writer, Producer, Storyteller**

Performing in and attending shows at Burbank's cherished Colony Theatre are among my most memorable theater experiences. I never mind jumping in LA traffic when I know my destination is the Colony. The energy of this intimate theatrical treasure is consistently welcoming and electric. In 2018 I had the privilege of telling the story of my mother's debilitating stroke as part of a JAM Creative event, and I'll never forget the woman who rushed up to me afterward exclaiming, "You told my story!" I implore the city to preserve this community gem, so that generations to come can share in the wealth of connection, laughter and healing that the Colony Theatre continues to radiate year after year.

-**Andrea Shreeman, Writer, Director, EP**

I had the honor and pleasure of performing at the Colony Theatre in JAM Creative's production of Manecdotes. The Colony is a beautiful, professional and unique venue, and the city of Burbank benefits greatly from having such a performance showcase space located in its downtown media district. - **Steve Rozic, Actor, Burbank Resident**

Recently, I had the honor of telling a very personal story with JAM Creative in support of those living with mental illness in Burbank, California. When I stepped into The Colony Theatre for the first time to rehearse my story, I was immediately struck by the professionalism of the staff and the wonder of the space. Performing at The Colony Theatre, in that large, but intimate space reminded me of how precious our theaters are and how few of them are left. It's not just a theater, it's a safe place for the community to engage in important conversation. I was able to connect with the audience immediately, because The Colony Theatre is set up to do just that, bring people together. I hope to spend time on The Colony Theatre stage again soon. It's clear that The Colony is supported by a community that loves it.

-Sean Ewert, Storyteller, fundraiser, world traveler

Performing at The Colony Theatre has been a life changing experience for both me and my daughter. I first performed my personal essays at The Colony in a JAM Creative show. Hearing an audience react in real-time to my story helped me see that my stories, my art, and my voice matter - that I should press forward with writing seriously. (I had taken an extended break from writing to raise my child.) Then, my daughter performed on that very same stage through the BHS drama program. She loved the experience of performing in the beautiful professional theater. It showed her what is possible as an actor and she is determined to continue pursuing acting professionally. We have also attended many professional productions as well as student shows there that have moved our hearts and shaped our perceptions of what is possible in life. The Colony is an asset to the community and to our high school theater programs. It would be a great loss to the community to lose it. We fully support the current management in their vision. **- Pam Bassuk, Burbank Resident**

I've been fortunate to work at The Colony several times, once as part of a JAM Creative fundraiser that benefited a Burbank charity and also for 80 performances of a comedy play called *Old Jews Telling Jokes*. In both cases, my experience was delightful, professional, and really made me feel like I was part of something that was important to this community. I am excited to think about this theater continuing to make the magic it's making. **- Wendy Hammers, Tasty Word Productions**

Having the opportunity to share my mental health story with the Burbank community in **GO THERE**, produced by Suzanne Weerts, was such a blessing. In a town that has few such places to offer theater (and other performing arts) it would really be a great loss to have The Colony Theatre change hands. **-Erica Blumfield, storyteller, mental health advocate and producer**

I have had the pleasure of performing at the Colony Theatre a number of times over the past 10 years, most recently in storytelling performances for JAM Creative. As a lifelong actor and performer, I've set foot on many stages, from off B'way in NYC, regional in New England and the Midwest, the Kennedy Center in Washington DC to about a dozen assorted equity waiver stages here in Los Angeles. I know my performance spaces. To walk into a well equipped, well kept, beautifully laid out theatre space, especially one where smaller performances take place i.e. not national tours or fully-funded star-studded certainly headed for B'way productions, just good solid small time theatre? It is a rare treat, that kind of performance space. In my humble opinion, the Colony Theatre should be valued, protected and treasured. We have so few theatres like it- It would be a tragedy were it to be swallowed up by some sort of development and disappear, or no longer be a home for a larger theatrical vision. **SAVE OUR COLONY! - Margot Rose, Actor, Writer**

LA's Theatre for Young Audiences
1201 N. Pacific Ave., Ste 204
Glendale, CA 91202
T 818.649.9474
info@imaginetheatreca.org
www.imaginetheatreca.org

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Armina LaManna

January 16, 2023

RE: The Colony Theatre is Indispensable to Our Community

To Whom It May Concern:

What do we imagine our community to be? To what do we actively dedicate ourselves in order to ensure that our community becomes that which we dream it to be? Is it a “cultural hub” as so many city officials describe the City of Burbank? Then, it is time to ensure that the jewel of Burbank - The Colony Theatre - is supported and treasured by the city. It is time to ensure that the Burbank Center Stage is never under the threat of becoming anything but a theatre. **This is why I write this letter of our unequivocal support for The Colony Theatre's continued residence at the Burbank Center Stage.** (To avoid being misconstrued, I wish to specify that I am speaking of the current Colony Theatre management and not only of the theatrical space.)

My name is Armina LaManna and I am the Artistic Director of Imagine Theatre - LA's Equity Theatre for Young Audiences.

In 2020, just over a week before lockdown, we wrote a letter of support for The Colony Theatre with the hope that their residency would be safely extended to ensure their own stability and the accessibility to the Colony that numerous arts organizations (like ours) depend on. As I mentioned in that 2020 letter, when we founded our theatre in 2016, we did so in part because we knew that we would have the perfect home for a theatre for young audiences. Between the steeply raked audience, centralized location, bus drop off zone - The Colony Theatre is the perfect home for an arts organization like ours that serves kids in elementary school.

In a partnership with The Colony Theatre, Imagine Theatre seeks to call The Colony Theatre its official home. If this most-desired objective becomes a reality - the City of Burbank would be home to the only Equity theatre dedicated entirely to programming for young audiences in the State of California.

We were visited by well over a thousand kids and educators during our 2019 production. That number tripled upon our return to indoor programming this past fall. This includes kids from the Burbank Unified School District. We plan to double our 2022 numbers for our next show which we sincerely hope will also premiere on The Colony Theatre stage.

If Burbank truly sees itself as a cultural hub, then it must ensure that local arts organizations are supported! We survived the lockdowns because of the arts! The arts! So let's make sure we show our appreciation, commitment, and support for The Colony Theatre - where so many of the actors we all like to watch when we stream shows have performed.

Armina LaManna



**Artistic Director
Imagine Theatre
LA's Theatre for Young Audiences**



January 2023

On behalf of the area's own California Creative Arts, we are writing in support of The Colony Theatre and their current leadership's proposal to continue leasing and managing Burbank Center Stage.

The current leadership at The Colony Theatre has enriched this community with culture and arts for its citizens, while providing opportunities for local talent, support staff, and art organizations.

The community benefits greatly from the current leadership's efforts by bringing quality programming and events that families can enjoy. It also stimulates surrounding businesses by providing the community with much needed cultural activities, especially after the pandemic. We feel that it is important for the city to support these efforts.

California Creative Arts is a nonprofit art organization, providing its members with opportunities to showcase their art, and stimulate their efforts to create income. Our members have benefitted from exhibiting their art at the Colony Theatre as this is the perfect partnership with the performing arts community.

We are thrilled to partner with Heather Provost and her team on their efforts to bring art and entertainment to the community at The Colony Theatre.

Sincerely,

Executive Board
California Creative Arts
CaliforniaCreativeArts.org

California Creative Arts is a 501(c)(3) nonprofit organization with a mission to stimulate an interest in the arts with exhibits, sponsorships and charity. Our focus is to provide our members with income opportunities, community and resources.



A 501c3 – Nonprofit Organization
Natasha Middleton, Artistic Director
237 E Palm Ave Burbank, CA 91502
818-688-2580

January 16, 2023

To the City of Burbank:

On behalf of Burbank's own Pacific Ballet Dance Theatre since 2001, I am writing in support of the current leadership and operators of The Colony Theatre's proposal to continue leasing and managing Burbank Center Stage.

Our renowned dance company has performed in many venues over the years, from the Music Center's Dorothy Chandler Pavilion to both the Starlight Bowl, the Ford Amphitheatre, and many more. Yet, our favorite theatre is right in our hometown, The Colony Theatre. Our experience with everyone there has always been outstanding.

To us, the theatre is a landmark. A very important arts foundation for the city of Burbank. Many major and minor productions have debuted there for the first time. Stars of television and film have appeared there. This theatre is very important as a local/community arts organization directly in the heart of downtown Burbank. The current leadership at The Colony has truly provided numerous opportunities to help the arts community grow. Without this theatre and without its current operations managers, it will affect a combination of local goers as well as educating the youth in the arts by providing continued live performances in acting, dancing, singing and music. Collaboration has already begun since live theatre made its way back to start the creative process rolling.

The city of Burbank has shown how much more arts oriented it is now. Keeping The Colony Theatre under its current management not only shows the public your tremendous support but especially after a theatre such as this one was able to survive since the pandemic.

Pacific Ballet Dance Theatre is thrilled that we are now in an official partnership with The Colony Theatre. We are preparing to establish a permanent residency a long with presenting very exciting productions per year.

Kindest regards,

Natasha Middleton

Natasha Middleton
Artistic Director/Choreographer
Award-Winning Filmmaker



To whom it may concern: On behalf of Troubadour Theater I am writing in support of the current leadership and operators of The Colony Theatre's proposal to continue leasing and managing Burbank Center Stage.

Our theatrical collaborations this past year with the Colony staff and administrators were extremely positive and led to numerous kudos from our patrons about the venue and the overall experience at our performances.

Having produced and performed at many different venues across California throughout our 28 years as a company, I can honestly say that the Burbank Center Stage is a top tier performance space in terms of its aesthetics, convenience, audience satisfaction, and artist appreciation.

Combine this with Colony Theatre's attention to deal and customer service, as well as their communication and collaboration throughout the process – and it serves to remind us what a magical and uplifting experience live performance can be – for audiences & artists alike!

As an entertainment and education presence in the City of Burbank since 1999, The Troubies hope to continue serving Burbank-ians through our fruitful partnership with Colony Theatre in the beautifully appointed Center Stage space for many years to come!

Sincerely,

Matt Walker

Producing Artistic Director – Troubadour Theater

About us: The Troubies, as they are affectionately called, have performed charitably for many causes including animal conservation, adult rehabilitation, AIDS awareness, California Literacy Night for LAUSD, children with autism and other youth programs. Troubadour members have professional experience as writers, directors, and performers for film, television, theater, orchestra and circus. Current and former clients include: Getty Museum, American Diabetes Association, Los Angeles City Council, Universal Studios Florida, Universal Studios Hollywood, Walt Disney Imagineering, Walt Disney Entertainment, Feld Entertainment, Make-Up Artists & Hair Stylist's Guild, Location Managers Guild, Cedars Sinai, Dignity Health, American Legion, LA Drama Critics Circle, Glenwood House, Ford Amphitheatre, Laguna Playhouse, La Mirada Theatre for the Performing Arts, LA Opera, Pasadena Playhouse, San Diego Rep, Lobero Theatre, Walt Disney Pictures, and Warner Bros Pictures.

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January 6, 2023

Ms, Heather Provost, Director for the Colony Theatre
555 North Third Street
Burbank, CA 91502

Dear Ms. Provost,

The Musicians at Play Foundation partners with schools, businesses, non-profit organizations and social service agencies to engage the community at large through public music concerts and Arts Education mentorship programs aligned with California Visual and Performing Arts standards.

MAP is dedicated to providing access to music education and appreciation in order to engage, elevate, educate and employ students through career pathway training and apprenticeships.

MAP hereby requests an ongoing agreement with the Colony Theatre to present musical concerts that would include big band and jazz programs on a monthly basis to engage the Burbank Community. While we have an ongoing relationship with BUSD, we would like to expand our presence with the community at large. All our programs and events are produced to sell out audiences with ongoing requests for repeat performances. The John Williams musical artists are celebrities in their own right and have large followings.

You have our direct support in accordance with your submission to produce from the Colony. We can also speak for the members of the AFM47 union as the Colony provides an excellent performance venue for music.

We believe this agreement would result in on mutual financial success for years to come. Past evidence of such successes can be confirmed by reviewing our relationships with The Alex Theatre, The Ford Theatre, Vitello's and Catalina's.

To learn more about the Musicians at Play Foundation please visit our website at www.musicansatplay.org.

Warm regards,



The Musicians at Play Foundation is a 501C3 non-profit organization formed to change lives through the power of music by supporting music education in underserved schools and by providing adults, children, families and communities access to our musical heritage through "live" performing arts presentations and educational events. Gifts are tax-deductible as allowed by law. Nonprofit tax EIN #47-3332460



Burbank High School

902 N. Third Street

Burbank, CA 91502

Phone: (818) 558-4700 FAX: (818) 845-6122

1/15/23

To Whom It May Concern in Burbank's Parks and Rec Dept.,

This letter is to lend my resolute support for both the Colony Theater, *and* for Heather Provost and current management to continue to steer The Colony's proceedings.

Not only is the Colony a gorgeous space, but it's also perfect for the art of theatre. I would know; for over three decades I've acted, directed or written plays performed in scores of theaters around Los Angeles. The Colony has near perfect acoustics, comfortable seating, a charming lobby, and superb dressing room space. Its uncommon size makes it one of only two "medium" sized theaters in the San Fernando Valley. Our beautiful Burbank has an abundance of parks and athletic spaces. The Colony Theater truly compliments this community, and genuinely speaks to its artistic constituents.

Since they started managing the Colony, Heather Provost and company have been a positive wonder under extraordinarily circumstances. COVID and its echoing impact saw many theaters close their doors. In part, due to your patience, the Colony survives. But also, quite obviously, the Colony thrives due to the grit and competence of its current management.

Nearly six years ago, I was brought in to make BHS Drama the paragon of high school theatre in the Los Angeles region. I believe that the Colony's current management has assisted us along that trajectory. It has worked with the BHS Drama Department to provide a home for our more artistically profound and professional productions – *The Crucible*, *Radium Girls*, and our upcoming *The Elephant Man*. Ms. Provost and company have consistently worked with me to make those experiences both affordable and deeply educational for an incredible number of Burbank students – actors, writers, designers, musicians, and technicians. They even helped us transform their lobby into an "pop-up" museum for BHS' visual artists in conjunction with our COVID-cancelled production of *Almost Maine*.

Heather Provost and company have become a profound cornerstone of *so* many BUSD students' artistic paths. I hope to collaborate on many BHS works with them in the future. Please do what's right for countless Burbank youth, and keep these hopes alive.

Most Sincerely,

Donovan Glover
BHS Drama Director

Wednesday January 18, 2023

TO WHOM IT MAY CONCERN

I'm Nick Hardcastle, Festival Director of Short+Sweet, a Global Theatre Festival brand that operates annually in 35 cities in 23 countries since launching in Sydney Australia in 2002. I am writing in support of The Colony Theatre leadership's proposal to continue leasing and managing Burbank Center Stage.

Following our recently successful 2022 festival in West Hollywood, I was introduced to The Colony Theatre under the stewardship of Heather Provost and Brenda Kalcoff by Mayor Anthony, with a view to bringing the festival to Burbank.

Short+Sweet is, at its heart, a community and professional development, cultural event. It is a wonderful opportunity for writers, directors and actors who want to share their voice and talent in a professional environment and venue. Its goal is to become a powerful tool for diversity in the entertainment industry, as well as providing a way to discover new or established local talent by engaging more people in the live theatre experience.

Short+Sweet is curated with the assistance of a Diversity and Inclusion Programming Committee to ensure that we have the opportunity to see the full breadth of our community represented on stage. Everyone on this team engages with specific community groups to make sure that those artists have an opportunity to participate in the festival and that their stories can be shared. Whether they be diversely abled, BIPOC, new immigrants, LGBTQ+, have English as a second language or are elderly, everyone should understand that there is a place for them in Short+Sweet to be seen and heard. The accessibility of the Colony Theatre makes this even more possible for Short+Sweet to carry out this mission.

In 2022 we abandoned our Best Actor and Best Actress Awards and introduced our Inaugural Short+Sweet Actor's Circle, which acknowledges 5 outstanding performances in both our LatinX and Open Theatre Program irrespective of gender or gender expression. We also partner with exciting partners such as Final Draft, We Audition, Casting Networks, Superbloom House and NBC to offer our participants meaningful professional development opportunities and would be keen to extend those partnerships further in to the Burbank Media landscape. That would also benefit our winning writers and Directors in all programs as well as the studios in the discovery of great new talent.

In the interest of reducing unnecessary contact and increasing a commitment to sustainability. This initiative was launched in Sydney in 2021 and reduced our trash by 90%. In West Hollywood in 2022 it did the same. We would relish the opportunity to develop similar sustainable measures with The Colony Theatre.

Since weathering the storm of the pandemic it has become even more critical that we provide pathways for artistic talent to be developed and support the work that great live venues and their operators are doing. The support of the city and its community is paramount to these efforts.

Ensuring that The Colony Theatre is able to continue to thrive under its current leadership, having survived this painful period and overcome seemingly insurmountable obstacles, is a cause that I wholeheartedly lend my support to.

I am thrilled to be able to create a partnership with The Colony Theatre, its board, Heather Provost Brenda Kalcoff and their artistic associates and look forward to bringing Short+Sweet to become a part of their official program in the future once their ongoing leadership is secured.

Please feel free to contact me at any time for further words of support.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Hardcastle', with a stylized flourish at the end.

NICK HARDCASTLE
FESTIVAL DIRECTOR



To Whom It May Concern:

On behalf of Musical Theatre Guild, I'm writing to express my enthusiasm of, and support for, the Colony Theatre. The Colony is a jewel of a venue in Southern California, held in high esteem by many, many theatregoers, and it's always a positive experience to enjoy a production there. Under the leadership of Heather Provost and Brenda Kalcoff, the Colony Theatre is in very capable hands.

As a member of the Advisory Board of Musical Theatre Guild, part of my responsibility is consulting on venue relations. Musical Theatre Guild is a collective of the finest musical theatre performers in Southern California, and it's my honor to support them and their work. To a person, they adore the Colony, and are always enthusiastic when their work takes them to the theatre. And I can attest to the appreciation of the audience – I am frequently in attendance during productions at the Colony. Like everyone who comes there, I appreciate the ease of approach and parking, the direct access to the theatre, the clean and attractive lobby and concessions area, and the local restaurant and shopping scene. Having run theatre companies in two cities, I know first-hand the value of a thriving theatre venue on nearby dining and drinking establishments. A popular local theatre is integral to the local economic business survival.

Musical Theatre Guild has always had a wonderful collaboration with the Colony Theatre. In March of 2018, we held one of our most successful fundraiser performances, "Hollywood Revisited," on the Colony stage. Both our cast and our sold-out audience loved the evening! Our staff found the Colony very easy to work with, from beginning to end. Since then, we've been plotting a return, and, only last week, I was in discussions with Heather and Brenda about a return! It helps that Heather and Brenda are supportive of the arts scene, and their presence is to the benefit of the Colony's arts-friendly reputation.

As you can tell, I'm a fan of the Colony Theatre, and that's why I'm writing this fan letter! I look forward to a healthy future of the venue, and many more visits to come.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lewis Wilkenfeld', written over a horizontal line.

Lewis Wilkenfeld
Artistic Advisory Board, Musical Theatre Guild
310-849-6104 C
lewisew@aol.com

MAKE FRESH

PRODUCTIONS

The City of Burbank
Burbank City Hall
275 East Olive Avenue
Burbank, CA 91502

January 25, 2023

To Whom It May Concern:

I have never lived in your wonderful city. However, I did commute daily for over 20 years to NBC on Alameda Ave where I served as a network producer for the NBC Today Show. As a result I experienced and enjoyed the transformation of your city into the wonderful cultural and entertainment destination it is today.

One of the jewels in Burbank is The Colony Theatre Company at 555 N 3rd St. Over the years our family has enjoyed wonderful theater experiences at this venue. While there is much cultural competition in Southern California for the arts, The Colony is located in the heart of Burbank and is a clear winner for our attention and entertainment dollars spent whenever a new show is produced and premiered there. The quality, size and scope of the productions rivaled that of the popular DTLA venues. And it is convenient to park, dine at a nearby restaurant and then see the show. It makes an evening out in Burbank easy to navigate and thoroughly enjoyable.

The pandemic brought the arts to a halt. Slowly our theater venues are blooming back to life. The Colony is at the forefront of this metamorphosis with its recent productions as well as the upcoming "Calvin Berger" performances scheduled to open February 16, 2023.

I hope those in Burbank that are part of keeping the arts, theater and culture moving forward in the city keep a close eye on keeping The Colony Theatre happy and healthy so she may continue offering audiences a place to experience the magic of live performances right here in Burbank. The future is bright for this cultural jewel.

Sincerely,

Roland Woerner
Executive Producer
Make Fresh Productions
Moorpark, CA

Blowfish

MALIBU

January 26, 2023

To Whom It May Concern:

I'm writing this letter to vehemently voice my support for The Colony Theater, an incredible local institution which has brought joy to thousands of patrons in the community.

As a Southern California resident, I have been able to regularly enjoy time at The Colony Theater, from theatrical entertainment to private events. As a woman who has been actively involved and interested in regional and professional theater, I've prioritized being able to escape to The Colony Theater to experience expertly produced productions with family and friends. As a Marketing professional who specializes in community and social events, I've utilized the incredible resource that is The Colony Theater and its fantastic staff (specifically the wonders who are Heather Provost and Brenda Ramirez-Kalcoff) to host next-level branded experiences for Blowfish Malibu, a women's shoe brand also based out of Southern California.

The Colony Theater is one of those special gems of Los Angeles: a safe and loving gathering space for people of all walks of life, ages, genders, ethnicities and cultural backgrounds, where art is celebrated and creative mastery is consistently put on display. The Colony Theater has provided the community and surrounding areas of Burbank with a space that is safe and culturally relevant, allowing talented artists to thrive and demonstrate their craft in a way that only really happens in a haven such as this one.

To lose The Colony Theater, an institution in many ways, would not only be devastating for local theater goers, but also for the art of theater and the sense of community that has developed as a result of its residency for so many years. The Colony Theater is a marvelous establishment, one beloved by thousands, and I beg you to consider keeping them in place to continue being a vibrant and pivotal part of this community, as well as a testament to the power of art, as they have been for decades.

Thank You,

Allie Woerner
Marketing Manager, Blowfish Malibu
805-433-4492



6065 Bristol Parkway
Culver City, CA 90230



(310) 566-5700



(310) 566-5799



info@blowfishshoe.com
www.blowfishshoes.com

Jonathan Tessero
11107 Blix St.
North Hollywood, CA 91602

Mayor Konstantine Anthony
Vice Mayor Nick Schultz
Council Member Zizette Mullins
Council Member Tamala Takahashi
Council Member Nikki Perez
Justin Hess, City Manager
Judie Wilkie, Assistant City Manager
Marisa Garcia, Parks and Recreation Director
Sen. Anthony Portantino
Graciela Coronado, Administrative Officer
via email and submission through official Bid Package

January 6, 2022

Dear Elected Officials and Officers of the City of Burbank,

It is my privilege to write in support of The Colony Theater retaining its sublease to the City of Burbank's Burbank Center Stage property.

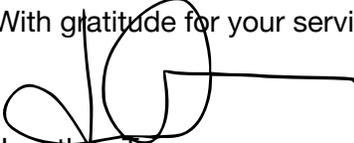
For more than twenty years of its near fifty year existence, The Colony Theatre has provided the residents of Burbank with truly world class theater, created by some of the nation's leading theatrical voices.

The Colony Theater has produced World premiers, West Coast premiers, significant theatrical works written by Burbank-area writers, and served as both a launching space for theatrical talent and, often, the first exposure of Burbank youth to professional theater.

The Burbank Center Stage offers audience members many significant positives that other nearby venues cannot and prove to be a major driver of attendance: free, safe, and convenient parking, a strong local talent pool, and intimate theatrical experiences. When paired with a company with the significance of The Colony Theatre it becomes an asset far more valuable than the investment in it.

I urge you to continue to work with the Board and Staff of The Colony Theatre to maintain the value of this tremendous asset to the city.

With gratitude for your service to our communities,



Jonathan Tessero

Jonathan Tessero's theater, television, and live event work has been nominated for Emmy Awards, Tony Awards, Drama Desk Awards, Best of Las Vegas Awards, and Broadway World Audience Favorite Awards. He is proud to consider the Los Angeles metropolitan area home.



2104 Colorado Blvd, LA, CA 90041
dpala.com 323-333-6001



On behalf of Daurden Performing Arts Conservatory and Love Thy Art 501c3, I am writing in support of the current leadership and operators of The Colony Theatre's proposal to continue leasing and managing Burbank Center Stage.

The Colony Theatre has been the home Theater for all Productions and Summer Camps of Daurden Performing Arts Conservatory and Love Thy Art 501c3, since 2018. Our non-profit has been able to produce three- four shows a year for young artists age 5-17 with the support of this incredible Theatre. The Colony has granted us discounted rental fees, house lighting and audio technicians, ushers and a home when we lost ours to a flood in 2019. Daurden Performing Arts would not have survived through this and Covid without The Colony hosting us during these times so we could continue to offer young artists a place to continue in the arts.

DPAC is a performing arts and aerial school built on confidence and kindness. We require our students to sign a kindness contract as we have a no bully policy and offer a space for young artists to thrive in an environment not distracted by bullies or a competitive nature. Love Thy Art offers ten scholarships per season in dance, musical theater and aerial arts to talented students who don't have the means to pursue it otherwise. We develop young artists to Broadway, television and film, through our nurturing Faculty and Alumni who are centered on the best technique and training for all young artists. All are invited to study the arts at Daurden, "those who cannot afford should not be ignored."

I'm honored and thrilled to be in an official partnership with The Colony Theatre and establish residency with this incredible company of Producers and staff. The team has been supportive beyond, "the business of booking" and reached out as fellow artists. The Colony knows the depths of Daurden programs and our mission for raising a generation of young artists who are not just talented, but kind and confident human beings.

Cassandra Daurden
Artistic Director/Owner
Daurden Performing and Aerial Arts Conservatory
President/Love Thy Art 501c3

January 16, 2023

To Whom It May Concern:

I am writing in support of the current leadership and operators of The Colony Theater's proposal to continue leasing and managing the Burbank Center Stage.

As a member of the Los Angeles theater landscape for over 25 years, I cannot emphasize enough the importance of The Colony Theater, both to the theater community and to the Burbank community at large. Since the Colony's move to Burbank in 2000, I have watched the organization grow into a major contributor to the city's arts environment. Under the stewardship of Heather Provost and Brenda Ramirez-Kalcoff, The Colony has re-energized itself as a vibrant and dynamic part of the cultural life of not only Burbank, but greater Los Angeles.

Theatre in Los Angeles has changed drastically over the past several years. Economic conditions, onerous union regulations and of course, the pandemic have squeezed out dozens of arts organizations, leaving us with very few healthy, functioning theaters. In this post-pandemic world, strong theaters with competent and committed management are not easy to come by. The fact that The Colony has come through these obstacles as a thriving, producing theater is a testament to the work and commitment of the current leadership team.

As I'm sure you're aware, the benefits of arts organizations cannot be underestimated, both in terms of economic benefits, and in the cultural and social benefits they provide. The Colony's commitment to presenting high-quality theatre -- much of which is geared to young audiences -- is an enormous asset that should be nurtured and supported. In addition, the value of Burbank's support of The Colony -- and vice versa -- is a tremendous gift for both the theater and the city.

As a theatre director who works on both coasts, I have watched with sadness as the L.A. theatre community has gotten smaller and smaller. There are fewer opportunities for local actors, directors, designers and technicians to exercise their art, and to nurture the next generation of audiences. In this current climate, having an organization like the Colony -- one of a very small handful of theaters in Southern California -- is a major achievement. An achievement of which Burbank should rightfully be proud.

Please feel free to contact me if I can provide any further information.

Best regards,

Richard Israel



January 19, 2023

1055 Wilshire Boulevard
Suite 800
Los Angeles, CA 90017
Tel 213.202.5858
Fax 213.580.0017
www.lacountyarts.org

City of Burbank
Department of Parks and Recreation
150 N. 3rd St.
Burbank, CA 91502

To Whom it May Concern:

This letter is in reference to The Colony Theatre's proposal to continue leasing and managing the Burbank Center Stage. The Colony Theatre has been a grantee of the LA County Department of Arts and Culture for many years receiving their first grant in FY 2004-05. They are a recipient of the County of Los Angeles Organizational Grant Program (OGP) grant which provides grantees with two years of support for general operating costs. Through this grant support the organization has been able to support staff salaries. Most recently they received support for the compensation of the Producing Artistic Director.

Grantees of the OGP positively impact residents, neighborhoods, and communities across our County by providing direct access and increased opportunities for quality arts activities and programming.

If you have any other questions, please reach out to the Director of Grants and Professional Development by email to amilanovic@arts.lacounty.gov.

Regards,

A handwritten signature in blue ink that reads "Kristin Sakoda".

Kristin Sakoda
Director
Los Angeles County Department of Arts and Culture

Board of Supervisors

Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

Director

Kristin Sakoda

Chief Deputy

Heather Rigby

My Plea to keep The Colony Theatre in the hands of its current management

Happy 2023 Everyone!

I know many of you, however for those who are new to me please, let me introduce myself. I'm a Burbank homeowner celebrating 20 years of residence this next month. I'm employed by the BUSD and I work as a librarian for Dolores Huerta Middle School. I'm a passionate advocate for arts education in our schools and for almost 10 years I ran the Burbank Youth Summer Theatre Institute (BYSTI), a 3 week summer camp where Burbank kids 9-16 performed Shakespeare in the Parks putting their twist on the material. We operated originally out of Woodbury University, then moved to the Starlight Bowl, when that was no longer available the performances were held at The First Methodist Church.

At this time, when live storytelling is more important than ever, I was disheartened to discover plans to dismantle a theatre jewel in our crown. Whether by selling to the highest bidder to turn into a restaurant, a different unproven theatre company, a church, I feel that will be a mistake that we'd regret as a city that always claims to embrace the arts culture in our community.

Full disclosure I've never felt the city of Burbank appreciated the opportunity having a small, professional theatre right in its own backyard. When my daughter was in high school I was the parent who brought our drama fundraisers to The Colony - for evenings of improv and musical numbers. Not only did this give our students the opportunity to perform on a real stage, it introduced parents and families to the Colony Theatre. Imagine my surprise when hundreds of parents were shocked to find out we had this gem of a theatre right here in Burbank. Except for the limitations Covid placed on our performing community, that partnership with our BUSD school theatre programs continues today and has branched out to include opportunities for all schools not just the high school programs. An experience for our students interested in all aspects of the performing arts that is invaluable. It would be a shame to dismiss the impact this theatre has as an educational partner.

As a small, mid-sized theatre I feel there is great potential to not only bring a season of plays, small musicals, one-person shows, lecture series, children's theatre, family entertainment (just scratching the surface of opportunities here) but to also build an audience that is wanting live entertainment that won't involve driving 2 hours in traffic. An afternoon or evening out to relax, or to spark conversation that other communities like Pasadena, Culver City, Westwood are reaping the benefits of these days. There's absolutely no reason why Burbank can't have its own shining star that puts us on the level of other communities who make cultural arts a priority.

With our new multi-use developments springing up around the downtown area, having a theatre is a definite draw, especially one that can be walked to within minutes. One that is close to restaurants and one that offers something for everyone whatever their interest may be.

And now my plug for keeping the current staff - Heather Provost and Brenda Kalcoff have done something that, I'm sad to say, many other smaller theatres couldn't do since we had to shut down March 2020. They have kept this theatre alive. Is it all they wish it to be? Absolutely not. Do they have plans to make it the best it can be, a thriving theatrical community that grows every year and offers the best of the best for its community and for its patrons?

Absolutely! And I feel very strongly that they should be given the chance to show you the potential they see in this theatre.

All I'm asking of you is to take this request seriously, we are supposed to be the Media Capital of the World, we should have a thriving theatre community - we should be able to produce shows using the talent pool we have here of Burbank residents. Many stage, tv & film actors live in Burbank and would love to be able to work in their own backyard. If you decide to let this theatre go then we cannot claim to be a thriving arts community and that would be extremely unfortunate for all of Burbank.

Thank you for taking the time to read this plea,

Sincerely,

Lisa Dyson

ATTACHMENT 5

Burbank Center Stage
Request for Proposal – Second Round Interview Questions
City Council Chambers
October 4, 2023
5:00 pm

1. The City has been burned by 3rd party contractors before. What track record do you have with the community to show you can be a trusted partner?
2. Why is a live theater in Burbank different from other municipal theaters?
3. Burbank Center Stage is a unique performing arts venue in the City of Burbank. How would you describe your overall vision for this creative space? What artistic modes and styles will you incorporate into the design and operation of the facility?
4. Financial stability and long-term fiscal health are key priorities for the City Of Burbank in searching for a partner to operate Burbank Center Stage. How would you describe your finance plan? What will be your primary sources of revenue? How will you work to mitigate growing costs in future years of operation?
5. Each of the responses to the RFP offers a unique vision for the future of performance arts in the City of Burbank. What do you believe is unique or otherwise sets you apart from other applicants seeking to operate Burbank Center Stage?
6. Given the state of the theatre, do you have any plans for renovation of the space and what is your overall vision and financial plan for ongoing maintenance and upkeep?
7. Burbank is an increasingly diverse city, what is your commitment and vision to include Diversity, Equity, and Inclusion in the theatre? Who do you envision partnering on with this and why?
8. This process has been a challenging one, requiring working with city staff, facing unexpected obstacles, and many delays. If you are awarded this contract, how do you plan to continue working with city staff, with community partners, and with the other applicants who did not get the contract in a way that satisfies the collaborative aim of the current and future Cultural Arts Master Plan?
9. It is possible that we may face another unexpected hardship like COVID that we cannot predict. How have you adapted to challenges in the past, and what is your plan for adjusting and being agile in the face of an unpredictable future?

10. For the first time in our city's history, arts is now part of our economic plan under tourism. Burbank has the potential to be THE valley destination for arts and culture. How will you partner with the city staff, the chamber of commerce, other businesses, the downtown PBID, and the cultural arts commission to increase outside awareness of your programs and bring tourism to our city to experience the arts?
11. How do you believe live theatre programs for kids and youth can positively impact their personal development and engagement with the arts, and what innovative approaches or strategies do you envision to make these programs more appealing and effective?
12. What key financial planning and management responsibilities do you consider essential for successfully running a live theatre, and can you share an example of a financial challenge you have encountered in the past and how you addressed it?
13. What strategies and initiatives do you plan to implement to foster collaboration with local performing arts group, and how will you actively engage the Burbank community to ensure a strong and lasting connection with the theater.