



August 19, 2016

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Miguel A. Santana
Chief Administrative Officer
City of Los Angeles
200 N. Main Street
Room 1500, JKH City Hall East
Los Angeles CA 90012

Dear Mr. Santana

We respectfully request that this letter and the attached documents be included in the record (95-32322-S1 of the Council File Management System) regarding Councilman Buscaino's Motion, requesting a Request for Proposal (RFP) be issued pertaining to the Warner Grand Theater in San Pedro.

The attached are (1) a letter previously submitted to the Department of Cultural Affairs (DCA) on the subject, and (2) the MOU between the DCA and our organization, the Grand Vision Foundation (GVF) relating to the Warner Grand Theater. We would have been able to testify and submit these documents into the record at the City Council Committee meeting, but we were not notified of the date or time of those proceedings.

The attached letter conveys the continued questions, concerns and suggestions from our community regarding this proposed RFP. We have not received a response to the letter to date. The attached MOU is important to note, and describes the current legal relationship of the GVF to the DCA and the historic theater.

Your office has been directed by the City Council to prepare the RFP. Please forward this letter and the attachments to the appropriate persons so that the issues we raised in February on this question, and the existing MOU, can be incorporated into the file and the consideration of the City's decision makers.

Thank you.

Sincerely,

Liz Schindler Johnson
Executive Director
Grand Vision Foundation

*Grand Vision Foundation is the
official Friends' Group of
the Warner Grand Theatre
which is owned and operated
by the City of Los Angeles*



February 23, 2016

Danielle Brazell
General Manager
Department of Cultural Affairs
City of Los Angeles
201 N Figueroa St, #1400
Los Angeles, CA 90012-1575

Dear Danielle,

Thank you for the opportunity to publicly comment on the City of LA's Department of Cultural Affairs recent announcement that it is seeking an outside operator for the historic Warner Grand Theatre.

Grand Vision Foundation, the City of Los Angeles' official Friends Group to the Warner Grand Theatre, has invested the last 20 years in the repair, promotion, and use of the Theatre as a community based performing arts venue. We have worked closely with your office since 1996 and donated over \$4.5 million in championing the Theatre, and in repairs, technical upgrades, preservation, event production and promotion. We are under contract with your department to advocate on behalf of the Warner Grand Theatre. Our questions and concerns are listed below:

1. **Presently, the Warner Grand and DCA accommodate community producers with over 100 annual dates at the theater for weekday rehearsals and weekend productions. Several local and regional organizations rely on these dates to make ends meet.**
 - Will the selected operator be required to honor the dates used by community producers?
 - Prior to each season, will there be a timeframe when community producers will be able to book dates?
 - Will the operator be allowed to set rates and fees for community events and other events at the facility?
 - How can we be sure that rates remain affordable?
2. **The Warner Grand is a beloved local theater and it is on the National Register of Historic Places. Grand Vision has raised over \$1M from community donations to specifically repair the theater.**
 - How will the public be ensured that their investments in the theater will be protected?
 - How will a new operator of the theater be held responsible for providing proper care that is required for a designated historic building? for the building?

We suggest that the RFP and final contract include conditions that all repairs over \$10,000 have to be approved by a community committee. We also suggest that if there is a rent credit given for improvements, that the RFP require that a historic preservation consultant is retained by the operator to approve all major repairs and improvements to the building. This is how it is done at the Queen Mary.

3. **The Warner Grand has been a hub for a wide range of productions, from large concerts, youth musicals, film festivals and more, to graduations and other life events. We would like to ensure that there is a programming mix, and that family programming is included.**
- Will the operator have the exclusive control over the acts and events?
 - Will other promoters be able to book the Warner Grand?
 - Will the operator have to answer to a set of standards when programming the Theatre?
 - Will the operator be required to do curated cultural performing arts programming?
4. **The process in creating and approving the RFP is essential in ensuring that community needs are met and that the building receives proper care.**
- What is the term of years that you are thinking for an operator to control the Warner Grand?
 - What is the time line for when the RFP will be written and issued?
 - Who will approve the RFP before it is issued?
 - How will the RFP be scored? The Greek Theatre's scoring process was contested. We want to avoid that.
 - How long will the RFP be open?
 - Who will evaluate the proposals? When will the award be made?
5. **Grand Vision Foundation has spent 20 years advocating, promoting and repairing the Warner Grand Theatre. Within the last ten years, Grand Vision has provided the only cohesive marketing and promotion effort for the users of the theater, designing and distributing a season mailer and providing the only up-to-date website.**
- Will there be a clearly articulated role in the RFP for a community partner?
 - Will a new operator be responsible for promoting all users of the theater?
 - Who will maintain a web and social media presence?
6. **Changing operators of the Warner Grand will have an impact on downtown San Pedro.**
- What will an operator do about parking? Recently, there have been some large events at the theater. Parking was accommodated but not without a lot of effort.
 - Will there be a minimum and a maximum amount of public rental dates required?
We are concerned that the building could be overused or underused
7. **Changing operations at the Warner Grand from city operation to private control is a significant shift.**
- How will the public benefit from this change?
 - Do profits remain in the city? In the state?

This list is a summary of our most pressing concerns. Tonight, we appreciate hearing your answers and receiving additional clarification.

Thank you.

Sincerely,



Liz Schindler Johnson
Executive Director
Grand Vision Foundation

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 3-28-14

FROM (DEPARTMENT): Cultural Affairs

CONTACT PERSON: Don Phaneuf

PHONE: 213-202-5534

CONTRACT NO.: C- 123810

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: C

DATE

APPROVED BY BPW: _____

DATE

- ☒ NEW CONTRACT
- ☐ AMENDMENT NO. _____
- ☐ ADDENDUM NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ CHANGE ORDER NO. _____

CONTRACTOR NAME: Grand Vision Foundation

TERM OF CONTRACT: 03-28-14

THROUGH: 03-28-19

TOTAL AMOUNT: None

PURPOSE OF CONTRACT:

MOU for the Warner Grand Theatre.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of this 28th day of March 2014 by and between the City of Los Angeles (CITY), a municipal corporation, acting by and through the Department of Cultural Affairs ("DCA") and the Grand Vision Foundation (the "GVF"), a California non-profit public benefit corporation.

- A. The City of Los Angeles Department of Cultural Affairs operates the Warner Grand Theatre (WGT), a 1,500 seat historic movie palace and performing arts venue listed on the National Register of Historic Places as building #98001633, located in downtown San Pedro, a neighborhood of the City of Los Angeles.
- B. The GVF was incorporated as a 501 (c) 3 charitable corporation on March 20, 1996 to support the WGT and prevent the possible demolition of the structure.
- C. The GVF is governed by its Articles and Bylaws, with the activities and affairs of the Foundation conducted and all of its corporate powers exercised by or under the direction of its Board of Directors, the members of which are designated, selected and elected in accordance with the GVF's Bylaws.
- D. The GVF's mission is to inspire and engage the diverse Los Angeles Harbor/South Bay community through culturally inclusive arts and educational experiences centered on the historic Warner Grand Theatre and the Grand Annex in downtown San Pedro.
- E. Since 1996, the GVF has contributed more than four million dollars in monetary and in-kind donations for restoration, programming, promotion and advocacy on behalf of the WGT.
- F. The purpose of this Memorandum of Understanding is to define the respective roles, responsibilities and financial relationship between the City of Los Angeles Department of Cultural Affairs and the GVF.

In consideration of the foregoing and in recognition of the benefits that have and will accrue to the WGT, both DCA and GVF understand and agree to this Memorandum of Understanding (MOU) and the terms specified below:

1. Term: The term of this Memorandum of Understanding shall be for a period of five (5) years, beginning on March 28th, 2014 and ending on March 28th, 2019. This MOU may be extended upon the mutual agreement of both parties. The MOU may be modified at any time by the mutual agreement of both parties.
2. Fundraising:
 - a. Authority to Raise Funds. The GVF is hereby authorized to raise funds in furtherance of its mission as it relates to the WGT. Both parties acknowledge that neither is able to commit the resources of the other party. Successful fundraising requires cooperation and communication between the parties.
 - i. No Comingling of Funds. All funds raised by the GVF for capital improvements at the WGT are to be accounted for separately and are to be segregated from other funds raised by the GVF for purposes unrelated to WGT.
 - b. Donor Recognition. The DCA will consider the placement of plaques and other acknowledgements associated with significant sponsorship and/or donations, all of which are subject to the advance approval of the General Manager of DCA or designee. This section specifically excludes naming rights to any area of the WGT. Granting of naming rights is controlled exclusively by the CITY and DCA. The City and DCA agree to develop a procedure where by GVF can bring forward a naming opportunities and the City and DCA can fairly rule on the naming candidate.
3. Disputes: Parties agree to take all reasonable steps to resolve dispute(s) between themselves in a timely manner. In the event such dispute(s) cannot be resolved through due diligence by both parties, each agrees to non-binding arbitration. If arbitration fails, each party may seek remedies as provided by law to protect their rights and interests. In the event that a dispute results in termination of the MOU by one party or the other, the terminating party will reimburse the terminated party for documented out of pocket expenses related to projects started but not completed.
4. GVF Activities and Support

The GVF is a self-funded organization which will continue to provide the following activities and support:

 - a. Maintain a patron and membership database for WGT support, promotion, audience development and fundraising efforts;
 - b. Coordinate a team of volunteers who assist with events, marketing and other activities on behalf of the WGT;
 - c. Run a membership program;

- d. Staff a welcome and informational table in the WGT lobby at most events;
- e. Assist other presenters by helping DCA maintain technical theater equipment and advising on marketing, event management and set up;
- f. Maintain an updated website with WGT events highlighted and linked to ticket sales;
- g. Produce a seasonal postcard or calendar listing all WGT events, which is distributed throughout the community; assists with marketing and other support for the WGT;
- h. Acquire and/or help to maintain technical equipment including lighting instruments, the lighting console, sound and projection equipment and other key items;
- i. Organize "clean ups" of the WGT from time to time;
- j. Advocate on behalf of the WGT whenever possible, including for its maintenance, restoration, and in other ways to draw resources to the Theatre, including City of Los Angeles resources;
- k. Raise funds for WGT building restoration projects and improvements in coordination with the CITY and DCA; including but not limited to: aesthetic restoration projects; repairs, facilities and emergency repairs; advocate for City funds to be spent on WGT improvements and seek other public and private sector funds for WGT improvements;
- l. Refer to itself as the "Friends Group of the Warner Grand Theatre."

5. DCA Support and Resources

DCA agrees to assist the GVF by providing support and resources, including but not limited to the following:

- a. DCA to provide eight (8) house tickets located in Row E, Center, Seats 101 – 104 and 109 – 112 at no charge to GVF, reserved for each scheduled WGT event. In the event these specific seats are not available, DCA will endeavor to provide GVF with eight (8) comparable seats. Additional house tickets may be made available at the request of GVF, subject to availability and approval of the General Manager of DCA or designee and individual renter(s); tickets provided hereunder are intended exclusively for promotional purposes and may not be sold or offered to any individuals or organizations for alternative purposes.

- b. DCA to allow GVF to set up an information table and promotional materials at WGT events in a location in the street level lobby. GVF will be responsible for providing the WGT Manager with a final schedule of events at which GVF will arrange for volunteers to staff this informational table no less than fourteen (14) calendar days before each event;
- c. DCA to make a reasonable effort to provide storage and safekeeping of GVF info table materials and other items on an as needed basis. Specific spaces and resources will be mutually agreed upon by the General Manager of the DCA or designee and the President of GVF or designee. Neither the CITY nor DCA will be responsible hereunder to implement any security procedures beyond that which is reasonable and customary.
- d. DCA to make a reasonable effort to assess current concessions operations and consider possible improvements to these activities.
- e. DCA to provide GVF with up to twelve (12) dates annually, at no rental charge, to present or produce individual events at WGT:
 - i. GVF will be responsible for all WGT staff charges required for these events; these charges will be determined by the WGT manager following a production meeting with the GVF producers. Payment of estimated staff charges will be due to the WGT business office at least seven (7) days in advance of the event(s).
 - ii. Payment for any additional staff or other charges for GVF events will be included in a separate invoice following each event. All other standard charges for use of WGT will be waived for GVF-produced events.
 - iii. DCA will maintain eight (8) house seats for all such events, provided at no charge; Row G, Center, Seats 101 – 104 and 109 -112. In the event these specific seats are not available, GVF will endeavor to provide DCA with eight (8) comparable seats.
 - iv. If not distributed 24-hours in advance of the event, these house seats will be released to GVF.
 - v. For each paid admission, a total of \$1.00 will be due for Facilities Costs Recovery; Facility Restoration charge of \$1.75 will be waived for GVF produced events. Student or other events for which no admissions are charged will not be subject to the Facilities Costs Recovery or the Facility Restoration charge. Community film screening events produced by GVF will not be subject to the Facilities Costs Recovery fee or the Facility Restoration charge, unless otherwise imposed by the Executive Director of DCA or designee.

6. Annual WGT Expenditure Plan:

In June of each year, DCA and GVF will prepare an annual expenditure plan for the WGT. DCA's plan will include its budgeted annual operating, capital and programmatic resources. GVF's plan will include funds raised and/or to be raised, and their use for the WGT. In cooperation with DCA and GVF, the WGT Theatre Manager will prepare an Expenditure Plan for the WGT to be submitted to the DCA General Manager or designee for consideration. Both parties may make special requests throughout the year for funds not previously included in the expenditure plan.

a. Capital Funds

Funds allocated by the GVF for capital projects at WGT will be used only for purposes intended by the GVF Board of Directors and its donors. DCA will obtain the approval of the GVF before making any substantial changes in projects funded by GVF. DCA will make every effort to maintain equipment and other improvements funded by and donated to the WGT by GVF to accepted industry standards.

b. Operating Funds

GVF will be responsible for its direct operating and programming expenses and will maintain those funds in accounts that are under control and supervision of GVF. DCA will be responsible for its direct operating expenses for the WGT and will maintain those funds in accounts that are under control and supervision of DCA.

7. Employment Practices: The GVF will make all hiring, retention and compensation decisions with respect to its employees and volunteers. All such decisions shall be subject to all applicable State and Federal laws, and applicable City Ordinances, including but not limited to those of Affirmative Action, the Living Wage Ordinance, the Equal Benefits Ordinance, Non-Discrimination/Equal Employment Practices Provisions, the Slavery Disclosure Ordinance and the First Source Hiring Ordinance. The GVF's employees and volunteers are the employees and volunteers of the GVF and are not employees or volunteers of the DCA or the CITY.

8. Publications: GVF will include in all printed or electronic promotional material containing references to the WGT, the phrase, "The Warner Grand Theatre is owned by the City of Los Angeles and operated by the Department of Cultural Affairs." Periodically, the DCA may request additional language be included in any such promotional materials. DCA will allow adequate time for GVF to incorporate new language into publicity materials. Any publicity materials already printed will be allowed to be distributed without the requested language change.

The GVF will include City acknowledgements, provided by DCA upon request, when an audience program is distributed at a GVF-produced event.

The GVF will provide an advance draft of all print promotions relating to the WGT (including but not limited to mailers, announcements, press releases, acknowledgements page(s), etc.) to the DCA for approval prior to distribution. Similarly, GVF will make a good faith effort to provide an advance draft of significant electronic promotional material to the DCA for review and input. DCA will promptly review and make comments about submitted materials.

WGT and DCA will include in its booking agreement documents, in the same font size as the DCA acknowledgement, "Grand Vision Foundation is the official Friends Group of the Warner Grand Theatre."

9. Financial Statements: Annual financial statements for GVF will be provided to the DCA General Manager as soon as available following the close of the fiscal year. Annual statements for the operation of the WGT will be shared by DCA following the close of the fiscal year.
10. Special Projects: From time to time, the DCA or GVF will propose projects that involve both parties. Prior to commencement of any such project(s), a project-specific written agreement will be developed and executed by both parties. DCA and GVF will each make a good faith effort to create these agreements in an expeditious and judicious manner so as not to delay the project unreasonably.
11. Semi-Annual Meetings: The GVF will meet semi-annually with DCA to exchange information regarding the financial status of each entity and provide information on fundraising progress and future plans. These meetings will happen once in July and once in January to discuss the bookings and activities for the following six months. Both parties acknowledge that subsequent to these meetings additional booking will occur during the stated time period. DCA agrees to provide periodic updates regarding potential new rentals and rental cancellations.
12. Standard Provisions for City Contracts: GVF agrees to comply with the "Standard Provisions for City Contracts" (Rev. 03/09), attached hereto as Appendix A and incorporated herein by reference, including those of insurance. GVF is required to provide and maintain at its own expense General Liability/Special Event Liability insurance covering its operations or events. General Liability coverage is required whenever the City is at risk of third-party claims which may arise out of a contractor's work, presence or special event. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.
13. Incorporation of Exhibits: This contract and exhibits represent the entire integrated agreement of parties and supersedes all prior written or oral representations, discussions, customs, precedents and agreements. The following

documents are incorporated and made a part hereof by reference: Appendix A, "Standard Provisions for City Contracts" (Rev. 03/09)

14. Entire Agreement

1. This AGREEMENT shall be executed in three (3) duplicate originals, each of which is deemed to be an original. The AGREEMENT includes nine (9) pages, including one (1) signature page, and one (1) appendix, which constitute the entire understanding and agreement of the parties.
2. This AGREEMENT integrates all the terms and conditions mentioned herein or incidental hereto, and supercedes all negotiations or previous agreements between the parties with respect to the services to be provided.
3. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.
4. In the event of any inconsistency between the provisions in the body of this AGREEMENT and the attachments, the provisions in the body of this AGREEMENT take precedence, followed by the "Standard Provisions for City Contracts" (Appendix A).

SIGNATURE PAGE TO FOLLOW

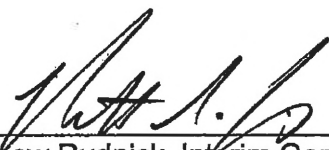
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

GRAND VISION FOUNDATION

434 West 6th Street

San Pedro, CA 90731

By 
Matthew Rudnick, Interim General Manager
Department of Cultural Affairs

By: 

Date 3/28/14

Date 3.28.14

By: _____

By: 

Date _____

Date 3-28-2014

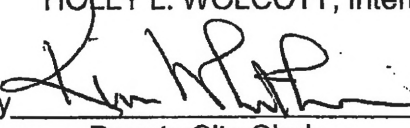
APPROVED AS TO FORM:

ATTEST:

MIKE FEUER, City Attorney

HOLLY L. WOLCOTT, Interim City Clerk

By 
KIMBERLY MIERA
Deputy City Attorney

By 
Deputy City Clerk



Date 4-10-14

Date 4/11/14

C-123810

* Approved signature methods for corporations:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer, or

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number: 0000303470-0001-5