

**PROPOSED AMENDMENT TO LEASE BETWEEN GENE AUTRY WESTERN HERITAGE MUSEUM AND THE CITY OF LOS ANGELES RELATING TO GRIFFITH PARK.**

**I. Summary of selected provisions of current lease.**

- A. **Term.** 50 years from January 23, 1987, i.e., to January 23, 2037.
- B. **Rental.** One dollar per year, i.e., \$50.
- C. **Premises.** Approximately 12 acres.
- D. **Use.** Limited to lessee's operation and/or purpose and shall not be fenced unless part of approved plans. No right to rent, sell, lease or offer space for storing of any articles unrelated to the museum.
- E. **Additional consideration to City.** Museum shall be open at least 5 days a week, 35 hours a month and shall develop programs for the benefit of the general public "all to the extent the Museum's fund-raising and staff commitments shall allow."
- F. **Reversion of Improvements.** The improvements to the ground (with some exceptions) shall become the property of the City at the end of the lease term or any extension.
- G. **City's Obligations of maintenance.** City shall maintain sewer and storm lines within the boundaries of the leased premises, but will have no other maintenance obligations.
- H. **Limitations on Use of Premises.** Use other than as a Museum may be only as permitted by the General Manager of the Department of Recreation and Parks. Charges to the public for services and merchandise will be subject to such approval and will be at prevailing market rates. Admission fees shall similarly be subject to approval of GM of DRAP.
- I. **Parking.** The museum, employees and visitors have the right to park at the zoo parking lots to the west of Zoo Drive without charge. Parking may be used until 11:30 p.m. for "special events conducted by the Museum."
- J. **Surrender of Premises.** Museum will leave the premises to the City on termination of the lease.
- K. **Subletting.** The GM of LADRAP may allow a subletting for no more than 5 days at a time.

**II. Matters Possibly to be Considered in Connection with any Amendment of Lease.**

- A. **Any Extension of term at all; if so when.** In determining whether any lease or amendment to any lease should be made one must consider whether the loss of flexibility by the landowner is appropriate. An extension of the lease term withdraws the use of the land from any further purpose, *e.g.*, expansion of golf courses, the zoo, parking, other park uses such as open space, gardens. Should the City give up its ability now for future use of this land? If so, for how long? Should any lease amendment await adoption of Master Plan for Griffith Park to ensure compatibility of proposed expansion with that plan?
- B. **Rental.** The fair market rental value of 12 acres in Los Angeles seems manifestly to be greater than \$1 a year. Should this in effect free rental be continued? Can it be justified? Should the rent go to fair market rent? If so, should the difference between rent paid since 1987 (\$20 or \$21) and the past fair market rent be required to be paid to the City as part consideration for any amendment to the lease? How can less than fair market rent be justified? Is the City legally or morally justified in allowing a non-City entity exclusive use of City property at less than fair market value even though that entity is a non-profit entity but is under the control of others than elected city officials or their employees?
- C. **Additional Consideration.**
  - (a) Should there be an additional charge for the expenses of having the Museum in the Park? Normally, a lease of land is in a developed area where the lessee pays taxes to support the street maintenance, fire protection, police protection etc. Here, being in the park and no

taxes being paid the wear and tear on the access streets, extra police and fire protection are borne solely by the City.

- (b) Without regard to the cash rental paid, should the City require free admission or limited free admission (to certain classes of visitors or all visitors on certain days) as part of Griffith Park as a place for all people without regard to their economic circumstance?
- D. **City Participation in Museum Policies.** If the Museum is to be on City property and subsidized by less than fair market rent, should the City have representation on the governing board and have veto power over policies and staffing? Should instead of having political representation there be a requirement that the board have substantial representation by museum professionals and community leaders?
- E. **Limitation on use of Premises.** Should any lease amendment guard against commercial use of the premises whether or not related to the Museum functions?
- F. **City's Rights at end of Term.** Should the City have the right not simply to own the improvements after the end of the term but also, at its option, to require the buildings to be removed and return the land to the condition it was in 1987?
- G. **Protection of Public's Right to be Heard on Project and Zoning Matters.** Should the lease preserve the right of the public to participate in the normal procedure for fashioning or opposing any zoning variance, conditional use permit or the like by an express provision in and lease amendment?
- H. **Guarantee of Improvements and Programs.** Should the service to the public be enlarged from 5 days a week? Should there be a guarantee that any improvements will be reviewed by the community, including GGPNC stakeholders? Should there be a guarantee that improvements proposed will be built, i.e., that the Autry has the funds in hand prior to execution of any amendment? How should the improvements relate to the proposed Master Plan for Griffith Park?
- I. **South West Museum and Collection.** Should there be a condition of lease that
  - (a) A specified percentage of the expanded Museum be permanently devoted to an exhibition of the current South West Museum collection of American Indian art and artifacts?
  - (b) The Autry will continue ownership of the current South West Museum site and maintain it as a viable museum showing a portion of the current collection and complete the work proposed by the Brenda Levin proposed restoration and expansion?

**(GGPNC e-mail to Dept. of Recreation & Parks General Manager John Mukri sent 3/11/08)**

Dear Mr. Mukri:

I understand from the Autry, and indirectly from Mr. Attaway of your department, that you propose to have the Commissioners of DRAP consider the expansion proposed by the Autry in Griffith Park either at their March 19 meeting or one of their meetings in April. Moreover, I understand that it is proposed that at that meeting the EIR will be considered for approval and adoption, and, further, a lease amendment allowing the expansion and providing for an extension of the lease term and "plans" will be submitted to the Commissioners for their approval.

I understand that Ms. Soter on behalf of the Parks, Open Space and River Committee has raised concerns about this with you.

I do not know how much personal involvement you have had in this matter to date. However, you should know that this schedule will not improve the reputation of DRAP within the community.

Moreover, this proposed timetable is inconsistent with the requirement of the City Charter which requires procedures to provide "notice to neighborhood councils as soon as practical, and a reasonable opportunity to provide input before decisions are made." As I am sure you are aware neighborhood councils such as GGPNC meet as a board once a month and adopt a committee system to provide careful consideration of matters within their jurisdiction. Thus we need at least two full months following receipt of any proposed document in order to perform our Charter-authorized function to advise your department.

As I am sure you have been made acutely aware there are those in the community who have serious reservations regarding the candor and openness of your department based upon years of a relationship centered on the various lease arrangements and operating matters at the Greek Theater. I have not been privy to any of those matters, and I can not say who (if anyone) is right.

However, I have been involved with the Observatory, and you should know that there is a lingering concern arising from the failure to notify GGPNC and the community at large of the proposed concession agreement. I believe that once the zoning variance application was filed and we began the process of review some greater degree of trust was built up by your department. Nevertheless, that was diminished by the department's failure to send us a copy of the proposed fee schedule, in which the department proposed conditions on the concessionaire inconsistent in part with the wishes of the community, prior to its submission to the board, and failed to have it on the Internet more than a few hours before the hearing. Operations at the Observatory seem to be generally acceptable to the community, and we hope will continue as such.

But it is the process which is of concern. Rushing through documents which have not been provided to the public sufficiently in advance to allow meaningful and thoughtful comment is not fair to the public nor consistent with good government. Not only is a breach of public trust to treat the public in such fashion but a possible violation of the City Charter in failing to permit neighborhood councils properly and carefully to perform the functions established for them by the Charter.

In the case of the Autry expansion, we requested your department to allow us and the rest of the public additional time to comment on the draft EIR. We requested until December 31, 2007, and we and the public were given less than three additional weeks, forcing us and the public to make comments by October 18.

Those comments were extensive, and we expect that there will be substantial response to those comments in the next draft EIR. However, we do not have the responses although we understand they have been in your department for about a month. The Autry has refused to provide them to us.

One of the concerns mentioned in our comment letter related to the very technical issue of the effect of the proposed expansion on traffic both within and without the park. GGPNC and two other neighborhood councils were so concerned as to fund a peer review study of this section of the draft EIR. The 93-page study submitted to Mr. Attaway last month finds a number of deficiencies and concludes that the

transportation study is so defective as to make it impossible to determine whether the proposed expansion will or will not have a significant negative impact requiring re-circulation for public comment and mitigation.

We have asked Mr. Attaway a number of questions including his proposed schedule. We have been given no responses.

The only response has been from the Atry as set forth above.

We ask you to consider this matter and to establish a schedule to consider each and every component part of the proposed expansion such as to allow full and meaningful comment by the public and to permit GGPNC to exercise its advisory role as provided in Section 900 of the City Charter.

Not having received such assurance from Mr. Attaway or anyone else in the department, our committee will consider the matter of a lease amendment at our meeting on March 12.

The Atry has again refused to provide us with a current draft. I ask you to provide it to us.

However, because of the apparent shortness of time based upon the only information we have we are going to discuss the proposed lease amendment in the abstract.

I attach a copy of a memorandum regarding the salient terms of the current lease and areas which we will discuss this Wednesday.

It would be helpful to have a representative present for such discussion, one who is familiar with the department's thinking on this and the project generally. We ask this under Section 910 of the Charter which specifies that we will have periodic meetings with "responsible officials of City departments." We believe this requires a person of significant authority to respond to our issues.

This request is sent to you with the authority of the President of GGPNC.

Kenneth E. Owen, Chair, Planning, Zoning and Historic Preservation Committee, Greater Griffith Park Neighborhood Council