



Date: _____

Submitted in ARTS Committee

Council File No: 11-0928

Item No.: 3

~~Copy~~ Communication from the Applicant

May 26, 2011

The Honorable Jose Huizar
Councilmember, District 14
City of Los Angeles
200 North Spring Street, Room 465
Los Angeles, CA 90012

Dear Councilmember Huizar,

Since our first meeting in August of 2010 shortly after I came to the Autry, I have been pleased with the direction of our continuing discussions about the future of the Mt. Washington site. You have reached out to interested parties and institutions to try and develop a framework for a collaborative plan that could bring new life and use to the facility. This includes a potential "partnership" component with Occidental College and a Southwest Studies program that would have a direct focus on aspects of the Autry's Southwest Museum collection. While we have been clear that we have no plans to operate a museum at this location, we support your efforts and have agreed to be a potential partner in the effort to the extent set forth in this letter.

As discussed, the Autry is prepared to enter into a Memorandum of Understanding (MOU) respecting the Mt. Washington campus in which the following matters are covered:

- Subject to the terms and conditions of a definitive agreement, at a date to be determined by the City and the Autry, and with due regard for the ongoing conservation and storage requirements of the Autry, the Autry will quitclaim to the City of Los Angeles the land and building constituting the site, in their 'AS IS/WHERE IS' condition, with the site being located at 234 Museum Drive in the City of Los Angeles. This site includes the Casa de Adobe, located at 4605 N. Figueroa Street, but does not include the land and building of the so-called "caretaker's" home which is located contiguous to the property on 454 Crane Blvd.
- As soon as reasonably possible, but subject to the Autry's ongoing collection conservation and storage requirements, the Autry will curate a modest display of items from the Southwest Museum collection within a room of the building to be identified by the Autry for an initial period of up to five years, with such commitment to be renewable for an additional five years in the event the provisos below continue to be met. Such exhibition, however, shall be designed to supplement and not replace the long term use of the facility by an entity such as the City, a college or school, or another non-profit user. Though the Autry will provide the exhibit materials and initial display infrastructure at its cost, future changes, ongoing curation, public hours, security and additional related programming will be subject to budgetary restraints, unless a third party donor is willing to cover the cost.

Autry National Center
of the American West

Griffith Park
4700 Western Heritage Way
Los Angeles, CA 90027-1462
323.667.2000
323.660.5721 fax

Arroyo Campus
234 Museum Drive
Los Angeles, CA 90065-5030
323.221.7164
323.224.8223 fax

TheAutry.org

- The Autry is willing to use the name "Southwest Museum" in connection with this limited exhibition; however, the overall facility shall not use the "Southwest Museum" name and all rights to the name shall remain with the Autry.

We are prepared to implement these actions provided that:

- The City of Los Angeles takes legal possession of, and financial responsibility for, the site and building.
- An financially solvent and viable entity is identified to operate the site and building, and provide maintenance and security, in a manner which ensures that the Autry's display spaces meet the American Association of Museum's standards for the exhibition of objects. Should the operating entity not be the City, the operating entity must be a 501(c)3 with a historical, cultural or artistic mission.
- All materials included in the display are the Autry's and neither the City nor any other group shall have any claim to them as a result of this undertaking.

I trust these proposed terms are in keeping with our conversation with your staff on April 21, 2011. This draft is to be considered a working document for use in further discussions, and does not constitute a binding agreement on the party of any party. There shall be no binding and enforceable agreement until all applicable terms and conditions are agreed to and concluded in a document mutually agreeable to and executed by all parties.

I look forward to hearing from you.

Thank you.

Sincerely,



Daniel M. Finley
President and CEO