

# TRANSMITTAL

To:

**THE COUNCIL**

Date: 8/31/2018

From:

**THE MAYOR**

**TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.**

A handwritten signature in blue ink, appearing to be 'Eric Garceiti', is written over the printed name.

(Ana Guerrero) for

**ERIC GARCEITI**  
Mayor

# CITY OF LOS ANGELES

CALIFORNIA



**ERIC GARCETTI**  
MAYOR

## CULTURAL AFFAIRS COMMISSION

CHARMAINE JEFFERSON, PRESIDENT  
JOHN WIRFS, VICE PRESIDENT  
JILL ORNITZ COHEN  
THIEN HO  
ERIC PAQUETTE  
ELISSA SCRAFANO

## DEPARTMENT OF CULTURAL AFFAIRS

201 NORTH FIGUEROA ST, SUITE 1400  
LOS ANGELES, CA 90012  
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DANIELLE BRAZELL  
GENERAL MANAGER

August 31, 2018

Honorable Eric Garcetti  
Mayor of the City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012  
Attention: Mandy Morales, Legislative Coordinator

### **RE: REQUEST FOR RESOLUTION AUTHORITY FOR AN ARTS MANAGER II TO PROVIDE CURATORIAL AND ADMINISTRATIVE SERVICES FOR THE NEW LOS ANGELES WORLD AIRPORTS MIDFIELD SATELLITE CONCOURSE ART PROGRAM**

#### **SUMMARY**

The Department of Cultural Affairs (DCA) requests resolution authority for an Arts Manager II position to support the development, implementation, management, and administration of the new Los Angeles World Airports (LAWA) Midfield Satellite Concourse Art Program. Through the Memorandum of Understanding between DCA and LAWA, direct and indirect costs for this position will be provided to DCA by LAWA to pay for the costs of this program.

#### **RECOMMENDATIONS**

That the Council, subject to the approval of the Mayor, authorize by resolution, subject to position allocation by the Board of Civil Service Commissioners and paygrade determination by the Employee Relations Division, an Arts Manager II (Class Code: 2455) for the period July 13, 2017 to July 12, 2022 to support the development, implementation, management, and administration of the new Los Angeles World Airports Midfield Satellite Concourse Art Program as provided for in the Memorandum of Understanding between DCA and LAWA.

#### **BACKGROUND**

Since 2002, Los Angeles World Airports (LAWA) and the Department of Cultural Affairs (DCA) have worked in partnership to present a diverse range of art programs at the Los Angeles International Airport (LAX), the Van Nuys Flyaway (VNY), and previously, the Ontario Airport. Programming has included presenting art exhibitions and installations by Southern California curators and artists at LAX's Terminals 1,3,6, 7 / 8, and the Tom Bradley International Terminal; commissioning permanent public artworks for the Tom Bradley International Terminal and Van Nuys Flyaway; conserving artworks in LAWA's art collection, and showcasing site-specific

dance by Los Angeles-based choreographers at LAX and VNY. As LAX expands and modernizes, so too will the Art Program in response to the evolving art practices within the curatorial and fine art fields in Los Angeles and beyond.

### Midfield Satellite Concourse Art Program

The Midfield Satellite Concourse (MSC) is the next major addition to LAX, one of the busiest airports in the world. This new terminal will include twelve gates in the first phase of construction and will serve both international and domestic passengers. The MSC Art Program seeks to present a singular cohesive exhibition throughout the terminal on display on an annual basis. A curated art experience in which the contents of the exhibition are thematically linked, focused and participatory, will unfold as the traveler moves through the terminal. There are eight MSC Art Program sites, including four exhibition sites, three performance areas, and one sound installation location. The MSC Art Program will also contain an online website and seeks a strong digital presence to enhance passenger participation.

### Memorandum of Understanding

The Department of Cultural Affairs and the Los Angeles Department of Airports executed a five year Memorandum of Understanding (MOU), commencing on July 13, 2017 and expiring on July 12, 2022 to codify DCA's role in the established program of displaying and exhibiting artwork on a temporary and occasional basis at the Midfield Satellite Concourse (MSC) at the Los Angeles World Airports. Through Administrative Code Section 19.85, the City mandates that one-percent of the total cost of all construction improvements, or renovation projects undertaken by the City be set aside for public art projects in compliance with the Public Works Improvements Arts Program. As new construction, the MSC will have a one-percent for art fee obligation of \$4,200,000 of which a not-to-exceed 18% administrative fee of \$756,000 will be set aside for administrative services costs.

DCA shall be responsible for the program administration, including artist selection oversight, project development and maintenance. DCA will prepare requests for qualifications/proposals, panel assembly and facilitation, contract preparation, budget, project management, marketing and maintenance of completed projects as applicable.

DCA shall perform all necessary curatorial services for LAWA's exhibition sites located at the MSC, as needed, in connection with LAWA's Art Exhibition Program. DCA shall oversee the administration and implementation of the installation of temporary artworks, installations and special projects, outside of the display cases, at MSC, as designated by LAWA. DCA shall be responsible for administration, development, procurement, design, research, production, registrar/condition reporting and installation/de-installation. DCA shall also be responsible for the selection of objects and subjects (subject to LAWA approval), transportation, insurance coverage, and return of all temporary objects.

### Arts Manager II Resolution Authority Request

The Honorable Eric Garcetti  
August 31, 2018  
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The new Arts Manager II resolution authority position would design, develop, implement, and administer the new art exhibition and performance program as part of the MSC Terminal at LAX. This position will be responsible for all aspects of these exhibition spaces, including managing and overseeing curatorial services, event producers, contracts and budgeting, and project management, as well as the development of the website to support the digital presentation of online programming that will support the new exhibition.

This position will also oversee and administer the Art Exhibition Program at LAX Terminals 1 through 7 and the Tom Bradley International Terminal. In this role, the position will oversee staff, program, budget, and exhibition schedule at each location as well as oversee staff to implement these exhibitions.

### **FISCAL IMPACT STATEMENT**

There is no General Fund impact. All direct and indirect costs for this position will be provided by LAWA, through the Memorandum of Understanding number DA-5214 between the Department of Cultural Affairs and the Los Angeles World Airports on August 3, 2017.

Sincerely,



Danielle Brazell  
General Manager

Attachment: MOU DA-5214

cc: Elaine Owens-Sanchez, Office of the City Administrative Officer



RESOLUTION NO. 26292

WHEREAS, on recommendation of Management, there was presented for approval, five (5)-year Memorandum of Understanding with the Los Angeles City Department of Cultural Affairs for administrative services at cost not exceed \$756,000 and art program expenditures estimated at \$1,177,250 for the first two (2) years, covering the Midfield Satellite Concourse Project at Los Angeles International Airport; and

LAX  
Van Nuys  
City of Los Angeles  
Eric Garcetti  
Mayor  
Board of Airport Commissioners  
Sean O. Burton  
President  
Valeria C. Velasco  
Vice President

WHEREAS, the City mandates that one-percent of the total cost of all construction, improvements, or renovation projects undertaken by the City be set aside for public art projects in compliance with the Public Works Improvements Arts Program. The Program was established in Administrative Code Section 19.85 to create arts amenities, facilities and services in connection with all City capital improvement projects. As new construction at Los Angeles International Airport (LAX), the Midfield Satellite Concourse Project (MSC) will have a one-percent for art fee obligation of \$4,200,000, of which a not-to-exceed 18% (\$756,000) will be set aside for Administration Services by Los Angeles City Department of Cultural Affairs (DCA), and \$3,444,000 for Art Program Expenditures. Los Angeles World Airports (LAWA) anticipates first-year expenses for Fiscal Year 2017-2018 to be \$186,145, for Administrative Services and \$150,000, for Art Program Expenditures for a total amount of \$336,145; and

Jeffery J. Daar  
Gabriel L. Eshaghian  
Beatrice C. Hsu  
Thomas S. Sayles  
Dr. Cynthia A. Telles  
Deborah Flint  
Chief Executive Officer

WHEREAS, using the art fee, MSC offers a new opportunity to re-envision an art exhibition program at LAX by presenting a cohesive exhibition program throughout the terminal. A curated art experience in which the content of the exhibition spaces is thematically linked, focused and participatory, will unfold as the traveler moves through the terminal. Each exhibition will be on display for up to one (1) year. To keep the overall exhibition fresh for guests throughout the year, the LAWA Art Program will explore opportunities for performances and on-line and digital programming to enhance the overall guest experience; and

WHEREAS, funding for this contract is available in Fiscal Year 2017-2018 LAWA Operating Budget in LAX Cost Center 1150184 - Planning & Engineering Arts Program, Commitment Item 520 - Contractual Services. Funding for subsequent fiscal years will be requested through the annual budget process; and

WHEREAS, this action, as a continuing administrative activity, is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II Section 2(f) of the Los Angeles City CEQA Guidelines; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 245;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners determined that this action is exempt from the California Environmental Quality Act requirements; adopted the Staff Report; approved the Memorandum of Understanding with the Los Angeles City Department of Cultural Affairs for the Midfield Satellite Concourse for administrative services at cost not exceed \$756,000 and art program expenditures at estimated \$1,177,250 for the first two (2) years, covering the Midfield Satellite Concourse Project at Los Angeles International Airport; and authorized the Chief Executive Officer to execute the Memorandum of Understanding with Department of Cultural Affairs upon approval as to form by the City Attorney.

o0o



I hereby certify that this Resolution No. 26292 is true and correct, as adopted by the Board of Airport Commissioners at its Special Meeting held on Thursday, July 13, 2017.

A handwritten signature in black ink, appearing to read 'S. Miller', written in a cursive style.

Sandra J. Miller – Secretary  
BOARD OF AIRPORT COMMISSIONERS

MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS AND  
THE DEPARTMENT OF CULTURAL AFFAIRS OF THE CITY OF LOS ANGELES  
FOR CURATORIAL AND ADMINISTRATIVE SERVICES FOR THE MIDFIELD  
SATELLITE CONCOURSE PROJECT

This Memorandum of Understanding (hereinafter referred to as "MOU") made and entered into this 3<sup>rd</sup> day of August 2017, by and between CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS (hereinafter referred to as "Department" or "LAWA"), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board"), and the DEPARTMENT OF CULTURAL AFFAIRS of the City of Los Angeles (hereinafter referred to as "DCA").

RECITALS

WHEREAS, LAWA has an established program of displaying and exhibiting artwork on a temporary and occasional basis at the Midfield Satellite Course at Los Angeles International Airport (hereinafter referred to as "LAX - MSC"); and,

WHEREAS, LAWA seeks the services of a professional to administer and oversee the exhibition and display of such artwork at the LAX-MSA; and,

WHEREAS, DCA is experienced and knowledgeable in providing services of the type required by LAWA; and,

WHEREAS, the proposed services to be performed by DCA are of a professional, expert, scientific or technical nature; and,

WHEREAS, LAWA does not have sufficient personnel and expertise to provide for the required services, and recognizes that such services can be performed more economically and feasibly by DCA rather than by LAWA employees; and,

WHEREAS, LAWA therefore desires to secure the performance of said services from DCA and DCA is willing to undertake the performance of such services.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter to be kept and performed by the respective parties hereto IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1.0 TERM OF AGREEMENT.

1.1 The term of this MOU shall be for five (5) years, commencing on July 13, 2017 and expiring on July 12, 2022, unless earlier terminated pursuant to the terms

hereinafter set forth. Notwithstanding any other provision herein, either party may terminate this MOU, with or without cause, upon a thirty (30) day advance written notice.

## SECTION 2.0 SERVICES PROVIDED BY DCA.

2.1 DCA shall be responsible for the program administration, including artist selection oversight, project development and maintenance. DCA will prepare requests for qualifications/proposals, panel assembly and facilitation, contract preparation, budget, project management, marketing and maintenance of completed projects as applicable.

2.1.1 DCA agrees to perform all necessary curatorial services for LAWA's exhibition sites located at the MSC, as needed, in connection with LAWA's Art Exhibition Program. Services include, but are not limited to, development, procurement, complete design, label writing, research, production, registrar/condition reporting, installation/de-installation, and complete maintenance/clean-up services for the exterior and interior exhibition sites. DCA shall also be responsible for the selection of exhibition objects and subjects (subject to LAWA approval as described below), transportation, insurance coverage and return of all exhibition objects. DCA shall provide for all exhibition supports, such as display case interior furniture and necessary props to best display the exhibition objects in an artful manner. DCA shall also coordinate relocation, storage or transportation with the display case manufacturing company, if applicable.

2.1.2 DCA shall develop exhibitions, with the possibility of rotation between exhibition sites at LAX-MSA. Said exhibitions are to be displayed for no less than twelve (12) months each and no more than (24) twenty-four months. Each exhibition will be comprised of objects or subjects including, but not limited to, paintings, drawings, sculptures, photography, video, textiles, or display case items. Each object on display will have a label or didactic identifying it. Objects may be of a historical, biological, contemporary, natural or man-made character, or they may be art of any combination appropriate to the exhibition concept. Display cases are to be cleaned and shall not be left empty for more than three (3) weeks.

2.1.3 DCA shall provide a menu of exhibition themes or concepts from which LAWA staff, at its sole discretion, will select the final exhibition concepts and schedule. Said menu shall include a description, estimated budget, timetable and schedule of displays at each respective MSC location designated by LAWA. Said timetable shall be submitted to LAWA within a reasonable time after the commencement of the term of this MOU. The duration of time for any given display will be based on the needs of LAWA and the time required at each MSC location. DCA may also propose to showcase other Los Angeles area cultural institutions and special events.

2.1.4 DCA shall provide labeled digital images of all objects to be displayed for each exhibition for review by LAWA staff prior to installation of said exhibition. Digital images will be of final objects selected for the exhibitions. If any object raises concern, DCA will provide a digital image of a replacement object for review by LAWA.



2.1.5 DCA shall provide digital color photographs and a written descriptive synopsis of each exhibition installation to LAWA staff upon completion of each exhibition installation. Said photographs and written synopses shall also be included with invoice(s) submitted for payment.

2.1.6 DCA shall obtain the security clearance necessary for DCA staff to escort curators and fellow staff members to the display cases.

## 2.2 Art Program Services

2.2.1 DCA agrees to perform all necessary art program services for LAWA's Art Program located at the MSC, as needed. Services include, but are not limited to, the administration and implementation of temporary installations and special projects outside of the display cases, performing arts series, artwork maintenance and conservation, and research.

2.2.2 DCA shall oversee the administration and implementation of the installation of temporary artworks, installations and special projects, outside of the display cases, at MSC, as designated by LAWA. DCA shall be responsible for administration, development, procurement, design, research, production, registrar/condition reporting and installation/de-installation. DCA shall also be responsible for the selection of objects and subjects (subject to LAWA approval as described below), transportation, insurance coverage and return of all temporary objects.

DCA shall provide a menu of the art program themes or concepts at sites designated by LAWA, from which LAWA staff, at its sole discretion, will select the final concepts and installation schedule. Temporary installations are to be displayed for no less than twelve (12) months and no more than twenty-four (24) months. Installations can be developed to rotate between locations identified by LAWA staff. Said menu shall include a description, estimated budget, timetable and schedule of installation at each Airport location designated by LAWA. Said timetable shall be submitted to LAWA within a reasonable time after the commencement of the term of this MOU. The duration of time for any given installation will be based on the needs of LAWA and the time required at LAX-MSA.

2.2.3 DCA shall oversee the administration and implementation of performing arts programs and provide a menu of performing arts themes or concepts to be developed of a seasonal or occasional nature at sites designated by LAWA, from which LAWA staff, at its sole discretion, will select the final concepts and performance schedule. Performing arts programs could include, but are not limited to, music, spoken word, dance, literary arts, and/or theatrical works. Said menu shall include a description, estimated budget, timetable and schedule of performance at each MSC location designated by LAWA. Said timetable shall be submitted to LAWA within a reasonable time after the commencement of the term of this MOU. The duration of time for any

given performance will be based on the needs of LAWA and the time required at LAX-  
MSC location.

2.2.4 DCA shall provide labeled digital images of each object to be displayed for review by LAWA staff prior to installation of said temporary artworks. Images will be of final objects selected for the temporary installation. If any temporary installation raises concern, DCA will provide an image of a replacement object for review by LAWA.

2.2.5 DCA shall provide digital color photographs and a written descriptive synopsis of each temporary installation and performance to LAWA staff upon completion of each installation. Said photographs and written synopses shall also be included with invoice(s) submitted for payment.

2.2.6 DCA shall facilitate artwork maintenance and conservation, as designated by LAWA's authorized representative.

2.2.7 DCA shall conduct research on a national and international level of other airports, transportation-related and appropriate art programs to ascertain the best practices for implementation of the arts within a contemporary airport environment and to guide future development of the LAWA Art Program.

### 2.3 Administrative Services.

2.3.1 DCA will be available to consult with LAWA staff with respect to its comprehensive art purchase program, if any, and assist in the development of installation of temporary exhibitions and artworks.

2.3.2 DCA agrees to perform any and all other necessary administrative tasks as designated by LAWA's authorized representative, in furtherance of this MOU, including but not limited to, the following:

- draft, design and distribute requests for proposals and qualifications,
- organize and facilitate artist selection panels and community meetings,
- coordinate client department approvals,
- administer contracts,
- manage budget and financial matters,
- oversee artwork acquisition, fabrication, installation and de-installation,
- advise and assist as needed on special projects and issues,

2.3.3 In rendering curatorial and administrative services, DCA shall include all necessary consultations and conferences with LAWA, Board of Airport Commissioners, public officials and other consultation services necessary for the performance and completion of DCA's services and other related aspects thereof.

2.3.4 DCA shall also comply with all applicable laws, rules and regulations and shall hold all necessary consultations and conferences with personnel of any and all City,

County, State or Federal agencies as applicable, which may have jurisdiction over or be concerned with elements of work to be performed pursuant to this MOU. If applicable, DCA expressly agrees to be responsible for obtaining any and all necessary releases from artwork sources relative to provisions of the Visual Artists Rights Act (hereinafter referred to as "VARA") or any other applicable laws, rules and regulations.

2.3.5 All services required of DCA during the term of this MOU shall be performed promptly to avoid any unnecessary delay.

2.3.6 For LAWA's and DCA's Exhibition Press Releases and Social Media Mentions, both LAWA and DCA shall be specifically acknowledged. By way of example, an appropriate acknowledgement would be: "This exhibition is presented by Los Angeles World Airports (LAWA) and the City of Los Angeles Department of Cultural Affairs (DCA)."

#### SECTION 3.0 SERVICES PROVIDED BY LAWA

3.1 LAWA shall make available to DCA for their inspection and temporary use, all available studies, drawings and data assembled, collected or prepared by or for LAWA, which is in LAWA's possession, in connection with LAWA's art program.

3.2 LAWA shall make available to DCA the provision of a fulltime Arts Manager(s) to act as a day-to-day contact, coordinator, and liaison in connection with LAWA's art program.

3.3 For LAWA's and DCA's Exhibition Press Releases and Social Media Mentions, both LAWA and DCA shall be specifically acknowledged. By way of example, an appropriate acknowledgement would be: "This exhibition is presented by Los Angeles World Airports (LAWA) and the City of Los Angeles Department of Cultural Affairs (DCA)."

#### SECTION 4.0 COMPENSATION FOR SERVICES AND BILLINGS.

4.1 For all specified services herein, LAWA shall pay to Los Angeles City Department of Cultural Affairs (DCA) for the Midfield Satellite Concourse for both Administrative Services and Art Program Expenditures. The overall amount for administrative Services is not to exceed \$756,000, for the term of this MOU plus Direct costs for Art Program Expenditures. Both Administrative Services and Direct Cost have been projected for the first two years \$1,641,033. LAWA anticipates first-year expenses for fiscal year 2017-2018 to be \$186,145 for Administrative expenditures and \$150,000, for Art Program Expenditures for a total amount of \$336,145, based upon the following, but not limited to, categories:

##### 4.1.1 Art Exhibition and Art Program Costs

- Curatorial - includes: exhibition proposal review and selection, exhibition design and layout, preparators for installation/de-installation, transportation/shipping of objects, framing/installation supplies, curator fees, graphic design/didactic panels and labels, RFP design and distribution, exhibition/display case maintenance and photography.
- Art Program Services
  - Temporary Art Installations and Special Projects - includes: temporary art installation, site-specific installations, multimedia artworks, artists' design, fabrication and installation fees for commissions, preparators for installation/de-installation, transportation/shipping of objects, framing/installation supplies, graphic design/didactics, panels and labels, RFP design and distribution, and photography.
  - Performing Arts Series - includes: event producer's fee, artists' performance fees, equipment, graphic design/flyers, and photography.
  - Artwork Maintenance and Conservation – includes: professional conservation treatment reports, conservator fees, materials, equipment, transportation, and coordination of on-site logistics.
  - Research - includes: develop vision and goals to frame future planning processes, new initiatives, charettes, focus groups, panelist honorariums, meeting and workshop attendance and transportation.
- Program Administrative Fee

The funds anticipated for this MOU for each year will be established during the operating budget process. LAWA shall pay to Los Angeles City Department of Cultural Affairs (DCA) for the Midfield Satellite Concourse for both Administrative Services and Art Program Expenditures.

4.2 The cost for said services set forth herein are deemed to include all provisions for all of DCA's specified services including, without limitation, fringe benefits, materials, supplies, communications, travel, vacation, photocopying, reproductions, courier service, general, clerical, administrative, and all other overhead costs and out-of-pocket expenses.

4.3 DCA shall submit, on a quarterly basis, an invoice for services rendered during the billing period. Each invoice shall contain a status report specifying in detail which services have been performed or completed, the tasks completed by each person assigned to the project, the total quarterly fees billed and the cumulative fees billed to date.

4.4 LAWA reserves the right to require additional substantiation of any payment request submitted if, in the opinion of LAWA's Executive Director, such would be in the best interest of LAWA.

SECTION 5.0 CHANGE IN SCOPE OF WORK.

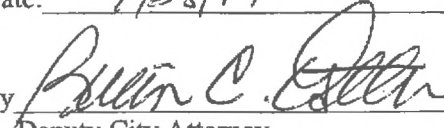
5.1 If a necessary change causes an increase in the overall scope of work or services to be performed by DCA pursuant to this MOU, then the parties shall agree to negotiate for additional compensation, and this MOU will be amended, in writing.

IN WITNESS WHEREOF, LAWA has caused this MOU to be executed, on its behalf by its Executive Director, and DCA has caused the same to be executed, by its duly authorized officer, all as of the day and year first herein above written.


APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Date: 7/28/17

By:   
Deputy City Attorney

**CITY OF LOS ANGELES  
LOS ANGELES  
WORLD AIRPORTS**

By:   
Chief Executive Officer  
Los Angeles World Airports

By:   
Chief Financial Officer  
Los Angeles World Airports


APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Date: 

By: 8.30.17  
Assistant/Deputy City Attorney

**CITY OF LOS ANGELES  
DEPARTMENT OF CULTURAL  
AFFAIRS**

By:   
General Manager  
Department of Cultural  
Affairs

