

Dear La Plaza Supporters:

Thank you once again for all your support in our struggle to get our keys and negotiate a reasonable lease. Attached is an update of recent developments. Please take a look and feel free to contact me if you have any ideas for next steps.

Also, take a few minutes to view the following link, it includes a video of La Plaza Supporters (several of you included) at the City Council meeting on July 8. <http://ronkayela.com/2011/07/pay-to-pray---the-latest-twis.html>

Thank you again for all your hard work
Leonora Barron

La Plaza UMC Protest at City Council

Members of La Plaza UMC continue to struggle for reasonable access to their historic church in Los Angeles' original village center. Click the link for the full, detailed story: [http: La Plaza UMC Update- July 12, 2011](http://LaPlazaUMCUpdate-July12,2011)

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La Plaza UMC Temporary Permit- Following the unanimous city council vote on May 4th, the church has been operating under a temporary permit that allows them to use the building on Sunday mornings for worship, as well as administrative uses. However, they're not able to do much else in the building without paying extra.

Negotiations- Since May 4th the negotiating team has been meeting weekly to hammer out a long term contract. The Methodist team consists of Cedrick, Byron Hayes, Leonora Barron and Jennifer Gutierrez. The City team consists of two city attorneys, the general manager for Olvera Street, a rep from the city legislative analyst office, a rep from the city administrative office, and a rep from the mayor's office. The negotiations are facilitated by Ana Cubas, Councilman Huizar's Chief of Staff.

Lease Issues- The negotiations have been helpful in figuring out the more esoteric pieces of the lease (insurance requirements, indemnity clauses, etc.). But there are five main issues still outstanding for which we have not been able to come to an agreement. They are 1) a flat fee for religious use, 2) no fee for community services, 3) the term, 4) in-kind services for the museum, 5) no other church clause. The attached letter gives more information on each of these issues. The negotiating team from the church met with Huizar privately on July 5th and delivered the attached letter. Our ask for him was that he provide strong leadership on making sure the contract addresses these five concerns, and that he ask the City Council to send the matter to the Parks and Recs Committee for a decision.

Council Lobbying- Leonora has been working with a number of lay people from La Plaza UMC, other leaders from the Olvera Street community, as well as a number of other Methodist pastors and interfaith partners to lobby the members of the Parks & Rec Committee. They are all supportive of our cause. Actually, most of the City Council seems to be supportive of our cause, at least those we've met with. The primary opposition to us receiving a workable lease seems to be coming from the city attorney's office. And we have yet to see strong leadership from Huizar to oppose the city attorney's office.

City Council Meeting- We were originally scheduled to go before the City Council on June 24th. Huizar's office was not ready on that date, so they pushed it back to last Friday, July 8th. In the end, Huizar's office was not prepared to present a motion on Friday either. But we decided to appear before City Council anyway. About 70 supporters attended the City Council meeting. Fifteen of them signed up to speak on behalf of the church, including Rev. Jim Lawson, Shakeel Syed, Father Richard Estrada, Rev. Sandie Richards, Rev. David Farley and William Deverell, historian and author. Because Huizar did not place the issue on the city council agenda, no action was taken.

Next Steps- 1) Huizar will send a recommendation to City Council sometime in early August. We'll be organizing a group to go to the Council meeting that day. 2) Huizar has said that he'll be speaking directly with City Attorney Carmen Trutanich, so we are currently researching a way to connect with him. 3) Small groups from the church and the community will be attending every City Council meeting and speaking during public comment until this issue is resolved. [//www.scpr.org/news/2011/07/08/la-plaza-united-methodist-church-protests-citys-re/?c=7897](http://www.scpr.org/news/2011/07/08/la-plaza-united-methodist-church-protests-citys-re/?c=7897)

LA Times-La Plaza UMC.Aug 17.jpg
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LOS ANGELES DISTRICT
CALIFORNIA-PACIFIC ANNUAL CONFERENCE
OF THE UNITED METHODIST CHURCH

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July 5, 2011

Honorable Jose Huizar
Councilmember, 14th District
CITY OF LOS ANGELES
Los Angeles City Hall
200 N. Spring Street, Suite 465
Los Angeles, CA 90012

La Plaza United Methodist Church at historic El Pueblo

Dear Councilman Huizar:

Since signing a temporary occupancy permit on May 6th, United Methodist Ministries-Los Angeles District ("UMM-LAD") has been negotiating with representatives of El Pueblo and the City of Los Angeles to formalize a long-term agreement. At this time, we have been unable to accept all of the City's terms and conditions.

We are fighting for the people of La Plaza United Methodist Church, to help them continue as a strong and successful congregation. We have agreed to have a museum, to showcase the achievements of this Church and the Methodist Church in early Los Angeles. But this is not static history. The Church is the living history and many in the congregation are the descendants of those who made the history in the early days of Los Angeles. The members are not rich people; they are working folk, mainly Hispanic. Their mission is, yes, to convert people to God and Jesus Christ, but in accordance with Methodist beliefs, it is also to help the community and especially the less fortunate among us here on earth. My objective is to keep the costs and requirements as reasonable as possible to make it easier for this Church to perform its living mission. With this in mind, the following are the major problems with the latest draft of the agreement:

1. Fees for Religious Activities. We are in agreement that the Church has to pay a reasonable "rental" or fee for the use of the building. However, the fee structure proposed by the City is some form of marketable rate per square foot times hours of use to calculate a value for each use of the building. Our request is to pay a flat fee for an average use, and not a fee based on hourly and square footage use. If we pay based on square footage usage each month, this will discourage the Church from providing religious services and it will be an administrative nightmare. Forcing the Church to pay a square footage hourly fee amounts to a "pay to pray" fee that is contrary to our religious and moral beliefs.

The City's calculation of the fee for Sunday services, \$232 per month for four hours on each Sunday is provisionally accepted. The disagreement is about how the additional fee for religious activities as a whole is calculated. The following is the City's proposed provision:

The fee for Contractor use of the Premises for Church Activities for approximately twenty-four (24) hours per month or approximately six (6) hours per week for 2,000 square feet of space is Three Hundred and Forty Eight (\$348.00) Dollars per month, due and payable in advance on the first of every month. . . .Should there be a more-than-occasional increase in the hourly use for Church Activities or Community Services in excess of twenty-four hours per month in either category, Contractor and City will negotiate an incremental increase in the monthly fee(s). Calendaring more than thirty (30) hours per month for either Church Activities or Community Services will require the payment of a fee at time of calendaring based on the above fee structure. The minimum incremental fee for religious use is Fifty-Eight Dollars (\$58.00) for 2,000 square feet and four hours use and Twenty-Three Dollars (\$23.00) for Community Services. The fee for full floor (or private) religious use of the first floor or basement is \$116.00 for 4,000 square feet for four hours, \$232.00 for all day use, or \$464.00 for both floors per day.

The effect of the City proposal is a disincentive for the Church to undertake religious activities because they have to "count the dollars" each time they use the building. In contrast, our flat rate proposal for the same cost gives the Church much more flexibility:

"The fee for Contractor use of the Premises for Church Activities is Three Hundred and Forty Eight (\$348) per month due and payable in advance on the first of every month. This is based upon an estimate by the United Methodist District Superintendent that on the average La Plaza UMC will use the Premises for Church Activities (in addition to Sunday Services) for twenty four (24) hours per month. If there should be a substantial and sustained increase in Church Activities in the Premises, Contractor agrees to negotiate with City for a new fee for Church Activities reflecting the greater use of the Premises.

Accordingly, we propose a flat rate of \$580 per month (\$232 plus \$348) to cover all religious use of the building, subject to a possible adjustment per the last sentence of our proposed paragraph.

The City Attorney justifies their position on a Church-State issue basis. Apparently they believe the "pay to pray" clause is less risky for the City. However, there are two answers to that position. One is that the presence and activities of this very Church in El Pueblo have been previously litigated in the case of *Gerritsen v. City of Los Angeles, et al.* 1993, an unpublished opinion of the Second Appellate District of the Court of Appeal of the State of California. In that case, affirming the trial court, the Court ruled that the lease (the original 1956 Lease) between the State of California and the Church was justified by the historical nature of the Church and its long-time presence at La Plaza. The Court found a secular purpose and insufficient "religious entanglement" between the City and the Church to overturn the Lease. While some current facts are different, the *Garritsen* case is a strong precedent for La Plaza UMC being permitted to remain in the City managed building.

In addition, the risk of litigation and an adverse determination has been placed on the Church and UMM-LAD by the indemnity provision of the proposed agreement, to which we have not objected:

18. Indemnity. Contractor undertakes and agrees to defend, indemnify and hold harmless City and any and all of City's boards, officers, agents, and employees, and at the option of the City, defend by counsel satisfactory to City, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to attorney's fees and cost of litigation, damage or liability of any nature whatsoever, that may arise out of or in connection with this Agreement or the use of the Premises by Contractor, its agents, employees, contractors, students or invitees, except as caused by City's active negligence or willful misconduct.

Between the Garritsen case and the indemnity, the City should not be at risk with the clause as requested by the Church.

2. Fee for Social Service. The proposed agreement charges La Plaza UMC a fee of \$139 per month for six hours per week of non-religious social and community service. This Church has always provided extensive social services to the community (that's why its history is so important) and it receives over 500 visitors per week. By principle, our services are free and all are welcome. As a result, we believe no additional fees should be charged for non-religious social service activities, for example, support/recovery groups, ESL or Spanish as a Second Language classes, aerobics or exercise classes, music and/or art instruction, food bank or clothing distribution and Sewing/Quilting Circles in support of local hospitals and homes. Many of the kinds of services are performed in cooperation with other charitable or governmental groups. These activities are open to all who are interested. We do not "proselytize" at these activities and there is no religious requirement to participate. For United Methodists, social service is "in our blood" and we are encouraged to do those activities, even by other governmental agencies, to help the overall community. It is in the City's interest that the Church perform these activities, which benefit the community, and a fee for doing them is not appropriate or justified.

3. Term. The Term of the agreement is not agreed to. The City has offered the following:

"9. Term. The term of this Agreement is five (5) years with a five (5) year option to renew from the date first written above ("Term") and can be sooner terminated on thirty (30) days advance written notice to Contractor setting out the termination date. Approval of the option by the El Pueblo Commission will be based upon Contractor's substantial compliance with the terms of the Agreement."

We have requested the same term as the Merchants, 20 years plus a 20 year option. And we strongly object to the open 30 day termination clause. We must be able to continue making long term plans in order to establish our museum and offer as many community services as possible

The Merchants at Olvera Street, who are also historic stakeholders like the Church, have been offered 20 years plus a 20 year option. This means the City contemplates that El Pueblo will continue in substantially its present form for at least 40 years. Other non profits in City Buildings have been offered 15 years and some non profits in City Buildings with \$1 per year leases have been allowed to exist indefinitely. In view of the long history of this Church in this building, we do not see any advantage to the City in having to go through this negotiation again in five years.

4. In Kind Services. In consideration of our Museum, we have been asked to provide in kind services. In principle this is acceptable. However, the proposed clause in the agreement is not acceptable, as follows:

"Permittee will perform additional "in-kind" services valued at Four Thousand Six Hundred and Forty Dollars (\$4,640.00) per month for the 8,000 square feet of the Premises at \$1.74/sq. ft. based on twenty (20) hours of Museum hours of operation, minus City use of the Premises for filming or City events during Museum hours of operation. The in-kind services shall be in furtherance of Museum operations consistent with the mission of El Pueblo. Permittee will perform additional in-kind services based on an incremental \$58/hour in the event of an increase in Museum hours of operation."

If we do not provide those hours of service the City may charge us for the difference and/or find us failing to meet the provisions of our agreement.

There are two problems with this paragraph:

(a) We have not received any definitive information about how the in-kind credit will be calculated. Based on our assumption that it will depend upon the value of staff and volunteer time, and upon an average volunteer credit of \$23 per hour, this requires 200 hours of staff or volunteer time for a museum open only 24 hours per week or 103 hours per month, or essentially two hours of volunteer time for each hour of museum open time. We believe it will not take that much time to operate the museum, so the requirement should be reduced. Our calculation is \$580 per week or times 4 equals \$2,320 per month; and

(b) If the museum desires to open for more hours, the in-kind requirement of the proposed paragraph advances at \$58 per hour, which would require 2 ½ staff or volunteers working for each increased hour of opening. Obviously, this is a strong disincentive to any increase in the open hours of the museum, which seems to be contrary to the City's interest.

An acceptable clause is this one, taken from an earlier draft of our temporary permit:

"In return for Permittee [Contractor] taking appropriate steps to establish, maintain and operate a Museum to showcase the achievements of the Methodist Church in its historic location, the fees for the Museum space and use of the space during Museum Special Events will be waived during the Term of this Permit [Cooperative Agreement]."

5. No Other Church Clause. We believe there should be a prohibition of any other Church using the building without our consent. La Plaza UMC is the church named in the General Plan for El Pueblo and it has occupied this building for about 86 years and it contains our artifacts and symbols. That does not put any other church at a disadvantage, as there are plenty of other buildings nearby it can use.

* * *

Our Team will continue to work in good faith to achieve these goals and bring this negotiation to a successful end. Your assistance in this endeavor will be very much appreciated.

Cedrick Bridgeforth
District Superintendent
UMM-LAD Executive Director

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