

# CITY OF LOS ANGELES

CALIFORNIA

## BOARD OF COMMISSIONERS

LILIANA PEREZ  
PRESIDENT

BRIAN CHU  
VICE PRESIDENT

ZELENNE CARDENAS  
SUZANNE MANRIQUEZ  
LORI QUON  
M. RENE ROMERO  
JOHN WIRFS



**KAREN BASS**  
MAYOR

## EL PUEBLO DE LOS ANGELES HISTORICAL MONUMENT

ARTURO CHAVEZ  
General Manager

125 PASEO DE LA PLAZA, SUITE 300  
LOS ANGELES, CA 90012

TEL: (213) 485-6855

October 29, 2024

To: Los Angeles City Council  
200 N. Main St.  
Los Angeles, CA 90012

From: Edgar Garcia, Assistant General Manager  
El Pueblo de Los Angeles Historical Monument

Subject: Request to approve a Transfer of Interest for Olvera Street Space C-21

The Board of El Pueblo de Los Angeles Historical Monument Authority (El Pueblo) Commissioners ("Commission") respectfully requests approval of the proposed Transfer of Interest for Olvera Street Space C-21 (Contract No. 119122), from Albert C. Gribbell to Olvera St. Merchant Sylvia Gribbell, ("Assignee") pursuant to Article 12, Section 12.1.1.2 of the Concession Agreements as detailed in the attached report. The attached board report (No.24-0003) was approved by the Commission on July 11, 2024. Commission meeting minutes are attached. The Board Report provides background on this request.

### Recommendation

The Board of El Pueblo de Los Angeles Historical Monument Authority Commissioners respectfully requests that the City Council approve the transfer of interest and authorize the General Manager of El Pueblo, with the assistance of the City Attorney's office, to execute an amendment to the Concession Agreements to effectuate the transfer in accordance with the attached report.

### Fiscal Impact Statement

The approval of the Transfer of Interest will result in continued department rental revenue as follows:

Space C-21: \$1,341.50 Per Month; \$16,098 annually.

Edgar Garcia, Assistant General Manager  
El Pueblo de Los Angeles Historical Monument

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LOS ANGELES, CA 90012

TEL: (213) 485-6855

Report: 24-0003

Date: July 11, 2024

To: Board of Commissioners  
El Pueblo de Los Angeles Historical Monument Authority

From: Arturo Chavez, General Manager *Arturo Chavez* 7/11/24  
El Pueblo de Los Angeles Historical Monument

Subject: **REQUEST APPROVAL TO REPLACE THE PRIMARY MERCHANT ON  
OLVERA STREET CONCESSION AGREEMENT SPACE C-21 MARIA  
GRIBBEL TO SYLVIA GRIBBEL**

### SUMMARY

The Department requests authority to execute an amendment to the Olvera Street Concession Agreement for Space C-21 Albert Gribbell. Mr. Gribbell who was the primary merchant on the concession agreement passed away on June 16, 2024, according to the agreement his wife, Ms. Maria Gribbell is the successor primary merchant in case of death or incapacity of Albert Gribbell. Ms. Maria Gribbell has asked to transfer primary responsibility of the concession agreement to her daughter, Sylvia Gribbell who is on the contract as a family member.

The primary merchant designation is the individual or legal entity responsible for all the terms and conditions specified in the Concession Agreement. The department has discussed this issue with Sylvia Gribbell and Maria Gribbell who is the successor primary merchant in the event of death or incapacity of the primary merchant. The department has received the notarized documents to effectuate this action. Ms. Sylvia Gribbell was added to the Olvera



Street Concession in December 2014. There is no change to the rental rate as a result of this amendment. Maria Gribbell will remain on the concession agreement as a family member.

## **RECOMENDATION**

That the Commission approve the replacement of the primary merchant for Olvera Street Concession Space C-21 from Maria Gribbell, successor primary merchant to Sylvia Gribbell.



Maria G. Gribbell  
Mexico Shop, LLC  
3337 Burritt Way,  
La Crescenta, CA 91214

Arturo Chavez, General Manager  
El Pueblo De Los Angeles  
125 Paseo de La Plaza, Suite 300  
Los Angeles, CA 90012

July 1, 2024

General Manager Chavez,

Please let this letter serve as a formal request for my daughter, Sylvia Maria Gribbell, to be listed as primary merchant for both our shops, Mexico Shop, LLC #2 (E-15) and Mexico Shop, LLC #3 (C-21).

Thank you.



Maria G. Gribbell  
Mexico Shop, LLC  
(818) 383-8077

E.A. Sanchez Carranza Notary Public  
See attached Acknowledgment

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JULY 1, 2024 before me, E.A Sanchez Carranza , Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Maria Guerrero Gribbell

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature emily sánchez  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer -- Title(s): \_\_\_\_\_

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer -- Title(s): \_\_\_\_\_

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

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☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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**COMMISSION MINUTES**  
**Thursday, July 11, 2024**  
**2:00 p.m.**

*\*Members of the public who wish to speak to the Commission during the meeting must submit a "Request to Speak" form to the Board Secretary prior to the commencement of the public comments for each agenda item of interest. Comments by the public on matters not identified on the agenda, but within the subject matter jurisdiction of the Commission will be heard during the item designated as "Public Comments Period." The length of public speaking time is two minutes, unless the presiding officer grants some other amount of time.*

*\*As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodation to ensure equal access to its programs, services and activities.*

*Sign Language Interpreters, Communication Access Real-Time Transcription (CART), Assistive Listening Devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. Due to difficulties in securing Sign Language Interpreters, five or more business days' notice is strongly recommended. For additional information, please contact: Property Management, (213) 485-9777 – voice and TTY.*

*The Meeting called to order at: 2:15 PM by **President Perez**. **Commissioners present:** Cardenas, Manriquez, Perez, Quon, Romero, and Wirfs. **Also present:** General Manager Arturo Chavez, Assistant General Manager Edgar Garcia, El Pueblo Staff Priscilla Bravo, and Deputy City Attorney Joshua Templet. Commissioners Chu, Peralta and Thomas were absent.*

*Commissioner Perez welcomed those in attendance.*

*A quorum was established.*

*Commissioner Perez announced that the Closed Session would be held after Item 3.4.*

*Edward Flores, Lisanne Magdaleno Lee, Emily Martinez, Jim Jang, and Valerie Hanley provided General Public Comment.*

*Estefany Garcia, Senior Policy Analyst with the Mayor's Office indicated there was no update.*

*Roberto Perez, Downtown Field Deputy for Council District 14 (CD14), provided an update from CD14.*

*Valerie Hanley shared there was no update on the Historic Cultural North Neighborhood Council (HCNNC).*

**Item 1: General Manager's Report**

*Mr. Chavez Presented the General Manager's Report.*

*Edward Flores and Valerie Hanley provided public comment for Item 1.*



## **Item 2: Commission Committee Reports**

*Commissioner Wirfs shared there was no update on the 1871 Memorial Ad Hoc Committee.*

*Commissioner Manriquez shared there was no update on the Mexican-American/Latino Historical Monument Ad Hoc Committee.*

*Mr. Garcia provided an update on the Map Design Ad Hoc Committee.*

*No Public Comment was provided on Item 2.*

## **Item 3.1: Approval of the El Pueblo Commission Meeting Minutes of June 27, 2024**

*No Public Comment was provided on Item 3.1.*

*Commissioner Wirfs request to amend Item 3.4 to read "Council File".*

**MOTION: Commissioner Romero moved to approve the minutes of June 27, 2024 as amended. Seconded by Commissioner Cardenas.**

*Vote on Item 3.1: Cardenas, Y; Manriquez, Y; Perez, Y; Quon, Y; Romero, Y; Wirfs, Y. The motion carried.*

## **Item 3.2: Board Report 24-0003 Request Approval to Replace The Primary Merchant On Olvera Street Concession Agreement Space C-21 Maria Gribbell to Sylvia Gribbell**

*No Public Comment was provided on Item 3.2.*

**MOTION: Commissioner Romero moved to approve recommendations in Board Report 24-0003. Seconded by Commissioner Quon.**

*Vote on Item 3.2: Cardenas, Y; Manriquez, Y; Perez, Y; Quon, Y; Romero, Y; Wirfs, Y. The motion carried.*

## **Item 3.3: Board Report 24-0004: Award Contracts for Olvera Street Spaces W-4 and C-28**

*No Public Comment was provided on Item 3.3.*

*Jorge Moreno of Cafesoxiety LLC, presented to the Commission on his proposal for a coffee shop at space W-4. The bidder for Space C-28, Celia Quezada, was unable to attend the meeting. The Commission decided to bifurcate the motion to allow Ms. Quezada to present to the Commission at the next meeting prior to approval.*

**MOTION: Commissioner Romero moved to approve Cafesoxiety LLC's bid for W-4 and requested the Department return to the Board with a prepared contract. Seconded by Commissioner Manriquez.**

*Vote on Item 3.3: Cardenas, Y; Manriquez, Y; Perez, Y; Quon, Y; Romero, Y; Wirfs, Y. The motion carried.*

## **Item 3.4: Presentation to El Pueblo Board Commission Providing All Possible Next Steps Concerning "La Carreta" (Formerly P-4) in Consultation with City Attorney**



*Richard Hernandez Chase, Daniel J. Bramzon, Maximillian Hernandez, Luz Raquel, and Goat Puppet provided comments for Item 3.4.*

*No action was taken on Item 3.4.*

**Item 4: CLOSED SESSION** [Taken out of Order]

Gov. Code § 54956.9(d)(4)

*The closed session began at 3:49 PM*

*The closed session ended at 4:53 PM*

*No action was taken during the closed session.*

*Roll Call: Cardenas, Y; Manriquez, Y; Perez, Y; Quon, Y; Romero, Y; Wirfs, Y. A quorum was established.*

*Goat Puppet provided public comment for Item 4.*

**Item 3.5: Discussion of and Vote on Issuing 30-day Notice to Ricardo Hernandez Chase to Quit P-4 and Authorizing Eviction thereafter if Necessary to Regain Possession of the Premises**

*Daniel J. Bramzon, Goat Puppet, Richard Hernandez Chase, Luz Raquel, and Maximillian Hernandez provided comments for Item 3.5.*

**MOTION: Commissioner Quon moved to approve Board Report 24-0005 on Issuing 30-day Notice to Ricardo Hernandez Chase to Quit P-4 and Authorizing Eviction thereafter if Necessary to Regain Possession of the Premises. Seconded by Commissioner Manriquez.**

*Vote on Item 3.5: Cardenas, Y; Manriquez, Y; Perez, Y; Quon, Y; Romero, A; Wirfs, Y. The motion carried.*

*Commission business was brought forward. Commissioner Romero requested a discussion of the Los Angeles Aerial Rapid Transit project (LAART) be agendaized for a future meeting. Deputy City Attorney reminded President Perez that Commission Officer elections are required at the next meeting.*

*Commissioner Perez adjourned the meeting at 5:12 PM.*



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## **MEETING AGENDA**

### **BOARD OF EL PUEBLO DE LOS ANGELES** **HISTORICAL MONUMENT AUTHORITY COMMISSIONERS**

**Thursday, July 11, 2024**  
**2:00 p.m.**

**Biscailuz Building Gallery**  
**125 Paseo de La Plaza**  
**BASEMENT**

### **NOTICE**

Members of the public who wish to comment on an agenda item may speak for up to one minute per item. Members of the public who wish to comment on matters not listed on the agenda and under the jurisdiction of the Commission may offer up to two minutes of general public comment.

The Neighborhood Council representative may provide the Neighborhood Council's formal position (a Community Impact Statement filed with the City Clerk or a written Resolution) regarding any matter listed on the agenda during the Neighborhood Council Comments portion of the agenda (Los Angeles Administrative Code Section 22.819).

### **AGENDA**

**WELCOMING REMARKS – Call to order and introductions**

**ESTABLISHMENT OF QUORUM**

**GENERAL PUBLIC COMMENT**

**MAYORS OFFICE REPORT**

**CITY COUNCIL DISTRICT 14 REPORT**

**NEIGHBORHOOD COUNCIL REPORT**



## **1. GENERAL MANAGER'S REPORT**

- Operations 2024-25
- Budget Report
- Security Update
- Parking Lots
- Visitorship
- Merchant Meeting Update
- Cultural Calendar
- Master Plan Update
- RFP Update
- Partner Updates on Programing and Events

## **2. COMMISSION COMMITTEE REPORTS**

- 1871 Memorial Ad Hoc Committee
- Mexican-American/Latino Historical Monument Ad Hoc Committee
- Map Design Ad Hoc Committee

## **3. DISCUSSION AND POSSIBLE ACTION ITEMS**

3.1 Approval of the El Pueblo Commission Meeting Minutes from June 27, 2024

3.2 Board Report 24-0003: Request Approval to Replace The Primary Merchant On Olvera Street Concession Agreement Space C-21 Maria Gribbel to Sylvia Gribbel

3.3 Board Report 24-0004: Award Contracts for Olvera Street Spaces W-4 and C-28

3.4 Presentation to El Pueblo Board Commission Providing All Possible Next Steps Concerning "La Carreta" (Formerly P-4) in Consultation with City Attorney

3.5 Board Report 24-0005: Discussion of and Vote on Issuing 30-day Notice to Ricardo Hernandez Chase to Quit P-4 and Authorizing Eviction thereafter if Necessary to Regain Possession of the Premises

## **4. CLOSED SESSION**

Gov. Code § 54956.9(d)(4)

### **COMMISSION BUSINESS**

Comments from Commissioners on Matters within the Commission's Jurisdiction and Requests by Commissioners to Schedule Specific Future Agenda Items.

### **ADJOURNMENT**

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*accommodation to ensure equal access to its programs, services, and activities.*

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**NOTICE TO PAID REPRESENTATIVES** – If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code 48.01 et seq. More information is available at [ethics.lacity.org/lobbying](https://ethics.lacity.org/lobbying). For assistance, please contact the Ethics Commission at (213) 978-1960 or [ethics.commission@lacity.org](mailto:ethics.commission@lacity.org).

### **MISSION STATEMENT**

El Pueblo de Los Angeles Historical Monument promotes, safeguards, and preserves the City's birthplace and culturally diverse heritage through the effective management of its commercial and historical resources and events.

Scheduled Meetings: 07/25/24; 08/08/24; 08/22/24; 09/12/24

## ARTICLE 12. TRANSFER OF INTEREST

**12.1. Prohibitions and Limits on Transfer of Concession Agreement Interests.** Merchant shall not involuntarily transfer by operation of law, or voluntarily transfer (either by assignment, use agreement, license or concession) the Concession Agreement or Premises, in whole or in part, nor sublet the use of, or license the use of all or any part of the Premises, except as provided herein.

**12.1.1. Transfers of Interest - Conditions.** City will consider written requests by Merchant to transfer the Premises or rights and duties of the Concession Agreement consistent with this Article and, after such consideration, may consent to such transfer at its reasonable discretion, as described in Section 12.1.3 below. Notwithstanding this consideration or consent, the proposed transfer will not take effect until all City contracting approvals and formalities are observed, and an amended Concession Agreement is executed by all parties.

**12.1.1.1.** If Merchant pays Tier One A rent, Tier One B rent or Tier Two rent, then Merchant may make an assignment to an immediate family member (spouse, registered domestic partner, children, adopted children and blood relative in the second degree) provided the Concession Agreement is assigned to, or placed in trust with, a single designee for all concession purposes.

**12.1.1.2.** If Merchant pays Tier One A rent, Merchant may also make a one-time assignment to another existing Olvera Street merchant (merchant to whom assignment is proposed must have been a concessionaire since at least 1999). However, if Merchant requesting the assignment at any time paid Tier One B rent or Tier Two rent, then said Merchant may only make the one-time assignment described in the preceding sentence if said Merchant paid Tier One A rent for at least 12 consecutive months prior to the requested assignment.

**12.1.2. Transfers to Qualified Entities.** Any assignment permitted in this Article may be made to a legally formed and legally qualified entity (corporation, limited liability company or partnership) provided that such an assignee includes an assignee authorized by this Article who is the Majority Owner. The Majority Owner must be the day-to-day operator of the concession.

**12.1.3. City's Consent.** City shall not unreasonably withhold its consent to a proposed transfer of the Concession Agreement or Premises consistent with this Article. The parties hereby agree that City may take into consideration the following in granting or withholding its consent to a requested assignment. City's failure to consent to a transfer otherwise authorized by this Article shall be deemed reasonable as a matter of law where one or more of the following apply:

(a) Only applicable to an assignment sought to another merchant under Section

12. 1. 1.2: The merchant to whom the assignment would be made (the assignee) has made three consecutive late or partial rent payments with respect to other City property including, but not limited to, on Olvera Street, without the City's prior written permission;

(b) The merchant to whom assignment is proposed does not possess sufficient financial strength to assure compliance with the Concession Agreement terms;

- (c) The merchant to whom assignment is proposed has been convicted, pled guilty, or pled nolo contendere of a crime of moral turpitude, or is engaged in a business which is incompatible with the Monument's business plan or historical significance;
- (d) The merchant to whom assignment is proposed intends to use the Premises in manner different from Merchant's use of the Premises allowed under the Concession Agreement;
- (e) The Merchant owes the City any monies including, but not limited to, back Rent; or
- (f) The transfer of the Concession Agreement or Premises is requested within one (1) year of expiration of the Concession Agreement.

**12.1.4. Improper Transfer.** If Merchant agrees, orally or in writing, to transfer, assign, sublet or license any portion of the Premises in any manner inconsistent with this Concession Agreement, then any such transfer, assignment, sublease or license shall be void and be of no legal effect, and the City shall not recognize or grant any rights to any other party relating to said improper transfer, assignment, sublease or license. In the event of such an improper transfer, Merchant shall forfeit any remaining option to extend the term of the Concession Agreement as provided herein-above in Section 1.3, page1. The City may also seek all damages and remedies available under the Concession Agreement and available in law and equity for any such improper transfer. Merchant also shall defend, indemnify and hold harmless City and any and all of City's board, commissions, officers, agents, employees, assigns, and successors in interest and, at the option of 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, attorneys' fees and cost of litigation, arising out of or relating to Merchant agreeing to transfer, assign, sublet or license any portion of the Premises. Rights and remedies available to City under this Section are cumulative of those provided for elsewhere in the Concession Agreement.

**12.1.5. Re-set to Market Rate.** If the City approves a transfer to a merchant pursuant to Section 12.1.1.2, upon the transfer, the Rent due hereunder from transferee re-sets to a market rate. A transfer to a merchant pursuant to Section 12.1.1.2 during the first year after Concession Agreement Commencement Date will result in a Rent due from the transferee at the level set by the Commission on April 1, 2010. Commencing with the second year after Concession Agreement Commencement Date, and each year thereafter through the fifth year, transferee's Rent will be the April 1, 2010 Commission-approved rent, adjusted by the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles-Riverside-Orange County, California Area (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics, with a cap on such CPI increase of 5% yearly. Thereafter, for all transfers approved by the City after the first 60 months of this Concession Agreement, transferee's Rent will be computed pursuant to Article 7.