



City of Palo Alto City Council Staff Report

(ID # 12257)

Report Type: Consent Calendar

Meeting Date: 6/14/2021

Summary Title: Approval of FY22 Community Theatre Partnership Agreements

Title: Approval of Contract Amendments to Extend Three Public-private Partnership Agreements Between the City of Palo Alto and TheatreWorks, Palo Alto Players, and West Bay Opera for the use of the Lucie Stern Community Theatre for an Additional Year

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that City Council approve three amendments to extend the public-private partnership agreements between the City of Palo Alto and TheatreWorks, Palo Alto Players, and West Bay Opera for cooperative use of the Lucie Stern Community Theatre ([Staff Report #9684](#)) for the period July 1, 2021 – June 30, 2022.

Background

The Lucie Stern Community Theatre is used by three local companies: TheatreWorks, Palo Alto Players, and West Bay Opera, collectively producing approximately 15 productions each year. These partnerships provide the companies with an artistic home, an essential component of their ongoing existence, offering stability through the up and downs of the economy during times when cutbacks in government, foundation and corporate funding for the arts are the national norm. In return, the companies collectively provide culturally enriching theatrical experiences for more than 45,000 audience members annually.

TheatreWorks was founded by San Francisco Bay Area native Robert Kelley in 1970 as a theatre arts workshop for teenage and college students. Chartered by the City to produce work that would reflect the concerns of the community during an unsettled period in American life, the company produced thirteen wholly original works for the stage in its first three years. When the Mountain View Center for the Performing Arts opened in 1991, the company began producing five main stage productions there each season, along with three productions each season at the Lucie Stern Theatre.

Palo Alto Players became the Peninsula's first theatre company in 1931 when a group of 100 residents gathered together to create a theatre dedicated to the Palo Alto community. Initially, productions were held at a makeshift performance space in the Palo Alto Community House adjacent to the train station (now MacArthur Park Restaurant). Soon after, Lucie Stern invited the Players to be the resident theatre company at the Community Theatre. In 1974, the Palo Alto layers dissolved their ties with the Parks and Recreation Department, becoming an independent company. Since that time, the City of Palo Alto has continued to support the Palo Alto Players with performance, rehearsal and shop space.

West Bay Opera was founded by Henry Holt in 1955. Originally called the Little Opera Guild, the company began presenting fully staged operatic performances. Under the leadership of Mr. Holt, who was succeeded by his wife, Maria Holt, and then by the present director, José Luis Moscovich, West Bay Opera has grown steadily.

Discussion

Theatre Works, Palo Alto Players and West Bay Opera's usage of the Lucie Stern Community Theatre are covered by public-private partnership agreements, which have been in place for decades.

Given the long history of these partnerships and the cultural benefits of providing the Palo Alto community with a diverse range of artistic events, staff recommends that the City Council approve a one-year extension of the existing public-private partnership, with additional measures in place to ensure public safety at live events.

The existing agreement names TheatreWorks Silicon Valley, Palo Alto Players, and West Bay Opera as Resident Theatre Companies of the Community Theatre, allowing them use of the Lucie Stern Community Theatre auditorium and ancillary spaces, including rehearsal hall, costume shop, scene shop and dressing rooms, for a term of three years (FY18 – FY21). Revenue (prior to the pandemic) for use of the theatre, derived from a \$2.00 fee for each ticket sold, plus, as of FY20, a "Stern Theatre Improvement Fee" of \$2.00 for each ticket sold, averaged \$58,000 per year over a 5-year period. The new Stern Theatre Improvement fee is collected to offset the costs of building maintenance, enhancements, improvements, repairs and new equipment and furnishings for the theatre facility.

Resource Impact

City annual operating costs at the Lucie Stern Community Theatre total roughly \$60,000 and include utilities and maintenance in addition to some staffing resources to manage these partnerships. No additional City resources are required to enact the recommendations in this report, and it is anticipated that this partnership will lead to enhanced programs over the life of the agreement.

Policy Implications

This partnership would be categorized as a public/private partnership under the City's Public-Private Partnership Policy (Policy 1-25: Public/Private Partnerships).

These partnerships are also consistent with the City's Comprehensive Plan Policy C-1.5, which states, "Work with Stanford University and other educational institutions, private, nonprofit, faith-based, public community service organizations and neighborhood associations, with the goal of enhancing the quality of life for Palo Alto's student and residential communities. Increase opportunities for shared use among groups in the community at different times through public private partnerships and by developing programs, facilities and community services that ensure safe, non-discriminatory access to community services. "

Environmental Review

Approval of the amendments attached are not a project within the meaning of the California Environmental Quality Act and are not subject to environmental review.

Attachments:

- Attachment A – Amendment with Palo Alto Players to Community Theatre Partnership Agreement
- Attachment B – Amendment with TheatreWorks Silicon Valley to Community Theatre Partnership Agreement
- Attachment C – Amendment with West Bay Opera to Community Theatre Partnership Agreement

**AMENDMENT NO. 1 TO CONTRACT
BETWEEN THE CITY OF PALO ALTO AND
PALO ALTO PLAYERS**

This Amendment No. 1 (this "Amendment") to the Agreement For Performing Arts Services Between the City of Palo Alto and Palo Alto Players (the "Contract" as defined below) is entered into as of June 8, 2021 by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and Palo Alto Players, a California nonprofit public benefit corporation, located at 1305 Middlefield Road #1, Palo Alto, CA 94301 ("CONTRACTOR"). CITY and CONTRACTOR are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of theatrical productions and use of City facilities, as detailed therein.

B. The Parties now wish to amend the Contract to extend the term of contract by twelve months, from the original end date of June 30, 2021 through June 30, 2022, for the continued provision of services described in the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean the Contract titled "Agreement for Performing Arts Services Between the City of Palo Alto and Palo Alto Players," between CONSULTANT and CITY, dated November 10, 2018.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 10 of the Contract is hereby amended to read as below. Subsections 10a. through 10d. shall remain as written in the Contract.

10. Term, Termination & Breach. This Agreement shall commence as of November 10, 2018 and shall terminate on June 30, 2022 (the "Term"). The Term of this Agreement may be amended by mutual written agreement of the Parties to this Agreement pursuant to Section 16 ("Amendment").

SECTION 3. A new section 24 is hereby added to the Contract to read as follows:

24. **Safe Reopening Plan.** Contractor shall submit a safe reopening plan to the City under the following provisions:

- a. The plan shall address: daily cleaning procedures, including prior to opening, mid-use (for all public areas, including bathrooms), and end of day; audience traffic plans to ensure social distancing; and hand sanitizing or other procedures.
- b. The plan shall also address any state or County health orders, rules, and guidelines to ensure compliance with applicable standards.
- c. The plan shall be submitted to the City at least 30 days prior to residency by emailing it to Marieke Gaboury at marieke.gaboury@cityofpaloalto.org.

SECTION 4. **Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. **Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

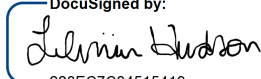
City Manager

APPROVED AS TO FORM:

City Attorney or designee

PALO ALTO PLAYERS

Officer 1

DocuSigned by:
By: 
Name: Tilmin Hudson
Title: Tilmin Hudson

Officer 2

DocuSigned by:
By: 
Name: Keith Goldberg
Title: Treasurer

**AMENDMENT NO. 1 TO CONTRACT
BETWEEN THE CITY OF PALO ALTO AND
THEATREWORKS SILICON VALLEY**

This Amendment No. 1 (this “Amendment”) to the Agreement For Performing Arts Services Between the City of Palo Alto and TheatreWorks Silicon Valley (the “Contract” as defined below) is entered into as of June 8, 2021 by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and TheatreWorks Silicon Valley, a California nonprofit public benefit corporation, located at 350 Twin Dolphin Drive, Suite 127, Redwood City, CA 94065 (“CONTRACTOR”). CITY and CONTRACTOR are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of theatrical productions and use of City facilities, as detailed therein.

B. The Parties now wish to amend the Contract to extend the term of contract by twelve months, from the original end date of June 30, 2021 through June 30, 2022, for the continued provision of services described in the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean the Contract titled “Agreement for Performing Arts Services Between the City of Palo Alto and TheatreWorks Silicon Valley,” between CONSULTANT and CITY, dated November 10, 2018.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 10 of the Contract is hereby amended to read as below. Subsections 10a. through 10d. shall remain as written in the Contract.

10. Term, Termination & Breach. This Agreement shall commence as of November 10, 2018 and shall terminate on June 30, 2022 (the “Term”). The Term of this Agreement may be amended by mutual written agreement of the Parties to this Agreement pursuant to Section 16 (“Amendment”).

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- b. The plan shall also address any state or County health orders, rules, and guidelines to ensure compliance with applicable standards.
- c. The plan shall be submitted to the City at least 30 days prior to residency by emailing it to Marieke Gaboury at marieke.gaboury@cityofpaloalto.org.

SECTION 4. **Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. **Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

THEATREWORKS SILICON VALLEY

Officer 1

By:

Name:

Title:

DocuSigned by:
Phil Santora
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Phil Santora

Executive Director

Officer 2

By:

Name:

Title:

DocuSigned by:
Roy Johnson
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Roy Johnson

Board Chair

Certificate Of Completion

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Status: Completed

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Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Marieke Gaboury

AutoNav: Enabled

250 Hamilton Ave

Envelopeld Stamping: Enabled

Palo Alto , CA 94301

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Marieke.Gaboury@cityofpaloalto.org

IP Address: 199.33.32.254

Record Tracking

Status: Original

Holder: Marieke Gaboury

Location: DocuSign

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Marieke.Gaboury@cityofpaloalto.org

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Palo Alto

Location: DocuSign

Signer Events

Phil Santora

psantora@theatreworks.org

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(None)**Signature**DocuSigned by:

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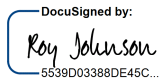
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Roy Johnson

rjohnson@sbcglobal.net

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/11/2021 2:49:39 PM
Completed	Security Checked	5/11/2021 3:15:26 PM

Payment Events	Status	Timestamps
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**AMENDMENT NO. 1 TO CONTRACT
BETWEEN THE CITY OF PALO ALTO AND
WEST BAY OPERA**

This Amendment No. 1 (this "Amendment") to the Agreement For Performing Arts Services Between the City of Palo Alto and West Bay Opera (the "Contract" as defined below) is entered into as of June 8, 2021 by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and WEST BAY OPERA, a California nonprofit public benefit corporation, located at 221 Lambert Ave, Palo Alto, CA 94306 ("CONTRACTOR"). CITY and CONTRACTOR are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of theatrical productions and use of City facilities, as detailed therein.

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- a. **Contract.** The term "Contract" shall mean the Contract titled "Agreement for Performing Arts Services Between the City of Palo Alto and West Bay Opera," between CONSULTANT and CITY, dated November 10, 2018.
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CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

WEST BAY OPERA

Officer 1

By:

Name:

Title:

DocuSigned by:


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Jose Luis Moscovich
General Director

Officer 2

By:

Name:

Title:

DocuSigned by:

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Fei Yu
Secretary, Board of Directors