

APPROVED

DEC 18 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-255

DATE December 18, 2019

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VETERANS BARRINGTON PARK – REVOCABLE LICENSE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS (VA) FOR THE CONTINUED OPERATION AND MAINTENANCE OF VETERANS BARRINGTON PARK – FITNESS EQUIPMENT INSTALLATION (PRJ21303) PROJECT – COMMITMENT OF PARK FEES – EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE OF LICENSE], AND CLASS 11 (6) [PLACEMENT OF MINOR STRUCTURES ACCESSORY TO EXISTING FACILITIES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

AP Diaz

H. Fujita

V. Israel

_____	S. Piña-Cortez	_____
_____	<i>fr</i> C. Santo Domingo	<u>DP</u>
_____	N. Williams	_____



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the Revocable License Agreement (License) between the Department of Recreation and Parks (RAP) and the United States Department of Veterans Affairs (VA) for the operation and maintenance of the Veterans Barrington Park (Park) on 7.33 acres of VA property in substantially the form attached as Attachment 3 to this Report with an initial term of five (5) years and one option to extend the term by an additional five (5) years;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to forward the License to the Mayor's Office pursuant to Executive Directive No. 3, and to the City Attorney's Office for approval as to form;
3. Authorize RAP's General Manager or designee to execute the License upon receipt of the necessary approvals;
4. Approve the scope of Veterans Barrington Park – Fitness Equipment Installation (PRJ21303) Project (Project), as described in the Summary of this Report and Exhibit C of this Report;

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5. Authorize RAP staff to commit from the following fund and work order numbers, a maximum of One Hundred Fifty Thousand Dollars (\$150,000.00) in Park Fees, for the Veterans Barrington Park – Fitness Equipment Installation (PRJ21303) Project:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>WORK ORDER NO.</u>
Park Fees	302/89/89718H	QP000759
Park Fees	302/89/89718H	QP000760
Park Fees	302/89/89718H	QP000699
Park Fees	302/89/89718H	QP000789
Park Fees	302/89/89718H	QP000377
Park Fees	302/89/89716H	QM170355
Park Fees	302/89/89716H	QT071823
Park Fees	302/89/89716H	QM153434
Park Fees	302/89/89716H	QM170121

6. Authorize RAP to advertise and promote employment opportunities for persons who served in the active military, navy or air services of the United States (Veterans) and authorize RAP to expend an amount not less than Three Hundred Thousand Dollars (\$300,000.00) per year to employ Veterans.
7. Find that the proposed Project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance of License], and Class 11(6) [Installation of Accessory Equipment] of the City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines;
8. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption (NOE); and,
9. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Veterans Barrington Park (Park) is located at 220 South Barrington Avenue, Los Angeles, CA 90049 (portion of County of Los Angeles Accessors Parcel Number (APN) 4365-007-901) on a 7.33 acre (319,294.80 square feet) portion of VA property (Exhibit A). The Park includes several sports fields, picnic areas, a Veterans monument, and a dog park. Approximately 921 City residents live within a one-half mile walking distance from Veterans Barrington Park. Due to the facilities, features, programs, and services it provides, Veterans' Barrington Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

On August 10, 2016, the Board, through Report No. 16-169, approved a three (3) year license from VA for the continued use by RAP of this VA property as a park. The license was executed on September 1, 2016 and expired on September 1, 2019. A temporary one (1) month

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Standstill Agreement (SA) with an effective date of September 1, 2019 was executed by RAP's General Manager in order to provide uninterrupted operational control of the Park until a longer term SA could be considered by the Board. On September 4, 2019, the Board, through Report No. 19-178, approved the twelve (12) month SA which allows RAP to continue to operate and maintain the Park under the terms of the license during the term the SA.

Recently, RAP and the VA staff agreed on the terms for a new License for the continued development, operation and maintenance of the Park. The new License includes, without limitation, the following terms and conditions:

- License shall have an initial term of five (5) years and one (1) option to extend the term by an additional five (5) years for a total of ten (10) years.
- VA may terminate the License or reduce the premises area, at any time with a 30-day notice in writing.
- RAP shall work with the VA to promote employment opportunities for Veterans, and to employ Veterans for each year during the term of the License in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) per year in total costs for such jobs.
- RAP shall maintain and operate the Park at its own cost and expense.
- RAP shall make its best efforts to provide no fewer than twelve (12) Veteran-focused programming events per year.
- RAP shall be responsible for all costs associated with the installation and maintenance of accessible fitness and recreation equipment on the Park at a cost not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

PROJECT SCOPE

The proposed Veterans Barrington Park – Fitness Equipment Installation (PRJ21303) Project includes a new fitness area with eight (8) pieces of fitness equipment. Four (4) of the eight (8) pieces are accessible. A new accessible concrete walkway is included to provide path of travel to the fitness area. An existing shade structure is also to be refurbished (Exhibit C).

PROJECT FUNDING

Upon approval of this Report, One Hundred Fifty Thousand Dollars (\$150,000.00) in Park Fees can be committed to the Veterans Barrington Park – Fitness Equipment Installation (PRJ21303) Project.

These Park Fees were collected within five (5) miles of Veterans Barrington Park, which is the standard distance for the commitment of the Park Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

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FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Work Order	Amount	Percentage
Park Fees	302/89/89716H	QM170355 QT071823 QM153434 QM170121	\$84,922.88	57%
Park Fees	302/89/89718H	QP000759 QP000760 QP000699 QP000789 QP000789	\$65,077.12	43%
Total			\$150,000.00	100%

PROJECT CONSTRUCTION

Staff has determined that sufficient funding has been identified for the construction of the Veterans Barrington Park – Fitness Equipment Installation (PRJ21303) Project.

Construction of the Project is anticipated to begin in March 2020.

TREES AND SHADE

The approval and construction of this Project will have no impact on existing trees or shade at Veterans Barrington Park.

ENVIRONMENTAL IMPACT

The proposed recommendations in this Report consists of an approval of a license agreement to operate and maintain an existing park as well as the approval of construction of park improvements consisting of the installation of fitness equipment and the construction of an accessible concrete walkway. As such, RAP staff recommends that the Board determines that it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14), and Class 11 (6) of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines. An NOE will be filed with the Los Angeles County Clerk upon the Board's approval.

FISCAL IMPACT

The approval of the License will require RAP to employ Veterans at a value not less than Three Hundred Thousand Dollars (\$300,000.00) per year. The installation of the proposed equipment shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

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The approval of the commitment of Park Fees for the Project will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are to be funded by Park Fees as described above. The maintenance of the proposed park improvements can be performed by current staff with minimal impact to existing maintenance service at this facility.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 1:	Provide Safe and Accessible Parks
Outcome No. 2:	Every Angeleno has walkable access to a park in their neighborhood.
Key Metric:	Percentage of Angelenos with park access within ½ mile from their home.
Target:	60% by 2022
Result:	Veterans Barrington Park will be able to continue serving 2,113 residents.

This report was prepared by Cid Macaraeg, Sr. Management Analyst II, Planning, Construction and Maintenance Branch.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A- Veterans Barrington Park Premises
- 2) Exhibit B- EPADSS Park Analysis Report
- 3) Exhibit C- Fitness Equipment Plan
- 4) Attachment- Revocable License Agreement

Veterans' Barrington Park APN: 4365-007-903



Sources: Esri, HERE, Garmin, Internap, Increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

150 75 0 150
Feet

This map is a user generated static output from an Intranet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

1 : 2,000
Eric Garcetti
Mayor



**EQUITABLE PARKS & AMENITIES
DECISION SUPPORT SYSTEM**

Park Analysis Report

Scenario Information

Scenario Name:
Veterans Barrington Park

Description:

Scenario Type:
New Park

Park Class:
Improved

Baseline Dataset*:
All Parks (RAP and Non-RAP)

**The baseline dataset is the existing parks dataset whose service areas are used to calculate the currently non-served metrics given below in blue. These residents and households, which would be served by the proposed park, are not currently served by any existing park in the baseline dataset.*



Population and Age Breakdown

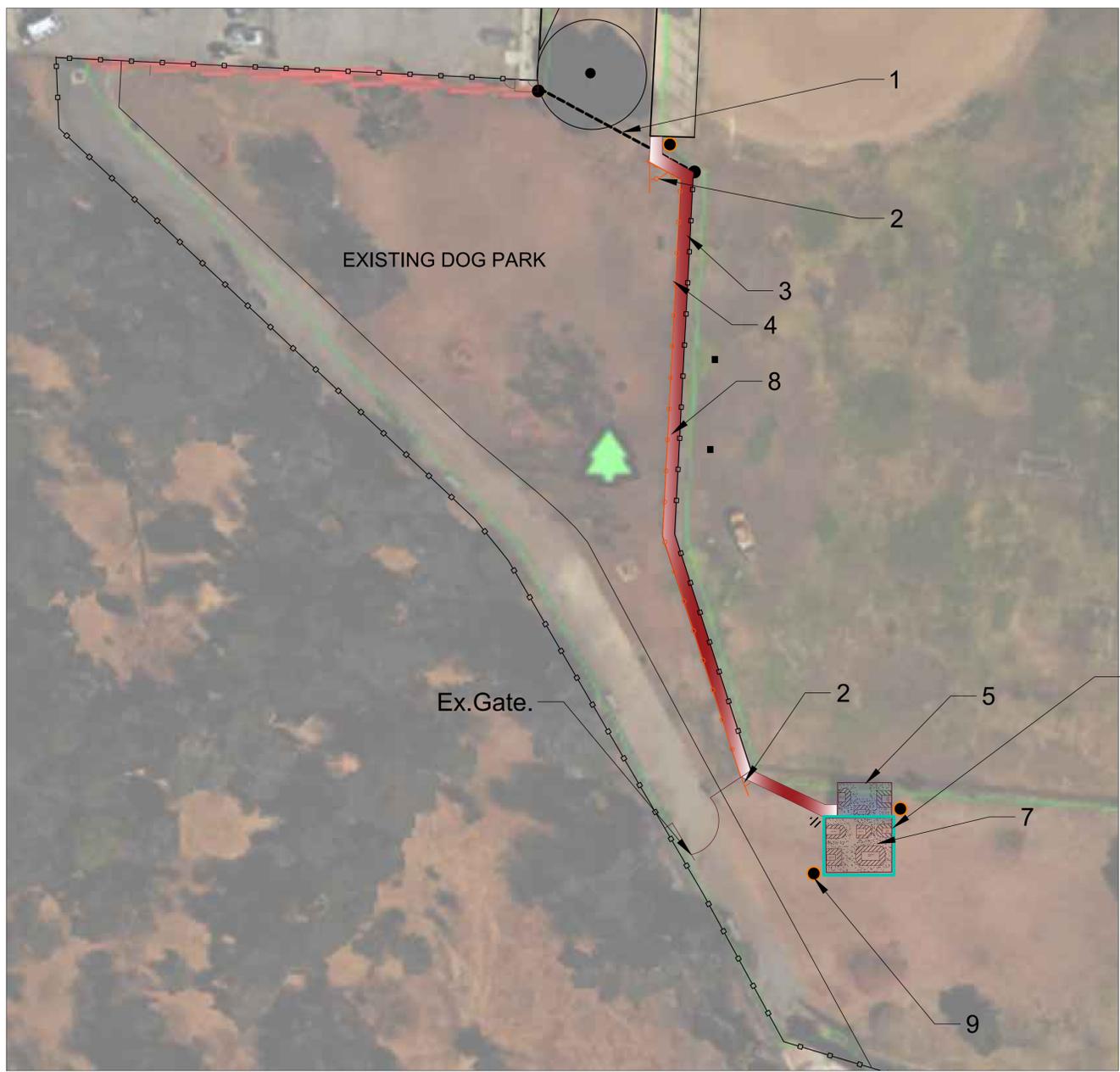
Household and Income Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	2,113	0
Residents Served by Age		
Under Age 5:	61	0
Age 5 to 9:	64	0
Age 10 to 14:	55	0
Age 15 to 17:	35	0
Age 18 to 64:	1,642	0
Age 65 and Over:	256	0

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	1,245	0
Households Served by Annual Income		
Under \$25,000:	219	0
\$25,000 to \$34,999:	51	0
\$35,000 to \$49,999:	140	0
\$50,000 to \$74,999:	221	0
\$75,000 and Over:	614	0

Source: Census/ACS 2010

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLANSHEET.



LEGEND:

1. Exist fencing to remain. Remove excess angled ball field fence.
2. New pedestrian gate
3. Existing ball field fence to remain
4. New 4'H pedestrian path fence
5. Existing shade structure to be refurbished
6. New shade structure NIC
7. New fitness area with 8 pieces, 4 accessible. Surfacing to be poured in place concrete pad.
See photos right side of this sheet.
8. Poured in place concrete walkway. Walkway is accessible.
9. New Trash Receptacles; Southbay Foundry DTR125-BIK



UBX 222



UBX 255



SGR2005-1-08-W



UBX-293



UBX-211



SGR-2005-1



UBX-244-W

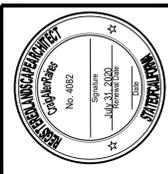


UBX-248-W

FITNESS EQUIPMENT: Greenfields Fitness Equipment NIC



THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
ASSISTANT GEN. MANAGER: Ramon Barajas
GENERAL MANAGER: Michael Shull
PROJECT LANDSCAPE ARCHITECT:
PROJECT ENGINEER:
AS-BUILT DRAWN BY:



PROJECT NAME:
VETERANS BARRINGTON PARK: Fitness Zone
ADDRESS:
**333 South Barrington Ave
Los Angeles, CA 90049**

REVISIONS:	DATE:
△	
△	
△	
△	
△	
△	

PLAN NAME:
Fitness Zone

DRAWN BY:
C.A.R.
SCALE:
1"=40'
PRJ #
PRJ#21303
DRAWING NO.
LS-01

APPROVED BY:
C.A.R.
ISSUE DATE:
08/15/2019
FILE NO.
872

SHEET OF SHEETS

SPECIAL CONDITIONS

VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

This REVOCABLE LICENSE ("**License**") is entered into by and between the U.S. Department of Veterans Affairs ("**VA**"), as Licensor, and the City of Los Angeles ("**City**"), as Licensee, effective as of [DATE TO BE INSERTED UPON FULL EXECUTION] (the "**Effective Date**"). VA and the City are sometimes referred to in this License collectively as "Parties" or individually as "Party".

SECTION 1: RECITALS

A. By entering into this License, VA and the City confirm and memorialize mutual understandings, terms and conditions to allow the City and the local community to access and use Veterans' Barrington Park ("**Park**"), (as defined in Section 2 below), to provide activities and programming within the Park for the principal benefit of Veterans and their families, and to permit general community park uses consistent with the terms and conditions of this License.

B. Parties agree and acknowledge: (i) the Park's primary purpose is to principally benefit Veterans and their families; (ii) the Park is located on VA's West Los Angeles VA Medical Center campus ("**WLA Campus**" or "**GLA Campus**") as depicted in Exhibit A hereto and is therefore subject to the West Los Angeles Leasing Act of 2016 (Public Law 114-226) ("**West L.A. Leasing Act**") land use restrictions as amended by Section 303 of the VA Expiring Authorities Act of 2018 (Public Law 115-251) ("**VA Expiring Authorities Act**") which are contained in Exhibit C hereto, and by the Draft Master Plan; (iii) that section (2)(l)(1)(B) defines services that principally benefit Veterans and their families to include services "that are designed for the particular needs of veterans and their families, as opposed to the general public, and any benefit of those services to the general public is distinct from the intended benefit to veterans and their families;" (iv) that the Draft Master Plan commits VA to permitting only "Veteran focused" non-lease land-use agreements, defined as "agreements that result in additional benefits, services, or resources being provided directly to Veterans and their families on the GLA campus" and excluding agreements "that only benefit the public at large, versus Veterans and their families; and, (v) that the Park's public use is distinct from, and secondary to, the specific Veteran-focused programming to be provided in the Park.

C. The Parties are entering into this License in recognition of VA's goals to revitalize the WLA Campus into a welcoming and vibrant community for Veterans of the Greater Los Angeles area, and to help end Veteran homelessness in Greater Los Angeles. The Parties contemplate and intend that the Veteran-focused activities and programming to be provided in the Park will facilitate those goals.

D. In the spirit of good faith and cooperation, and with recognition, respect, and reverence for the achievements and sacrifices that countless men and women of our nation's Armed Forces and their families have made for this country, the Parties

acknowledge and agree that the City will provide recreational support and services at the Licensed Property located on the WLA Campus for the principal benefit of Veterans and their families as provided in this License.

E. VA acknowledges VA's intent that the Park shall remain a Veteran-focused park allowing, mutually agreed upon, predetermined, and scheduled non-exclusive community access as provided for in this License, so long as the Secretary determines, in his or her sole discretion, that VA and Veterans and their families do not have a need for alternate use of the Licensed Property.

SECTION 2: DEFINITIONS

"Barrington Recreation Center": means the City owned and operated park facility located at 333 S. Barrington Avenue, Los Angeles, California 90049, across the street from the Licensed Property.

"City": has the meaning set forth in the Preamble hereto.

"City Improvements": has the meaning set forth in Section 3.D.6. hereto.

"Contractor": means any person or firm who, through contractual or other arrangements with the City, provides services or benefits or performs work on the Licensed Property.

"Department of Recreation and Parks": means the department within the City of Los Angeles responsible for the day to day operations of the Park pursuant to the terms and conditions of this License.

"Dog Park": means the portion of the Licensed Property authorized under this License for utilization as an "off-leash dog park" wherein un-leashed dogs are permitted pursuant to Los Angeles Municipal Code Section 63.44(B)(2).

"Draft Master Plan": means VA's WLA Campus Draft Master Plan dated January 28, 2016 which can be accessed at <http://www.losangeles.va.gov/MasterPlan/>.

"Effective Date": has the meaning set forth in the Preamble hereto.

"Improvements": means any existing improvements on the License Property, and any construction, operation, and maintenance activities made on or to the Licensed Property by Licensee after the Effective Date.

"Laws": has the meaning set forth in Section 3.G.

"Licensed Property": the land and improvements subject to this non-exclusive License, as depicted in Exhibit B hereto and comprised of an approximately 7.33-acre portion of the WLA Campus.

"Park": has the meaning set forth in the Preamble hereto and is also referred to as Veterans' Barrington Park.

"Principally benefit veterans and their families": has the meaning set forth in the West Los Angeles Leasing Act of 2016 (Pub. L. 114-226), section (2)(l), and referenced in Section 1.B.

"Secretary": means the Secretary of VA or the individual delegated to act for and on behalf of the Secretary.

"South Parking Lot": has the meaning set forth in Section 3.C.1. hereto.

"Term": has the meaning set forth in Section 3.A.1.

"VA": has the meaning set forth in the Preamble hereto.

"Veteran": means a person who served in the active military, naval, or air service.

"Veterans' Barrington Park": refers to the Licensed Property and is also referred to as the Park and has the meaning set forth herein.

"Veteran-focused:" has the meaning provided in the Draft Master Plan, Executive Summary, page 17.

SECTION 3: TERMS AND CONDITIONS

A. Term.

1. **Initial Term**. Unless earlier terminated by the Department as provided in accordance with the terms of this License, the initial term of this License shall be for five (5) years commencing on the Effective Date ("**Initial Term**").

2. **Extension Term**. Subject to the provisions of this Section 3, the License shall provide for one (1) additional five (5) year extension option to extend the Initial Term, which shall hereafter be referred to as the "**Extension Term**."

a. The License may be renewed upon mutual agreement of the Parties. Licensee shall notify VA in writing requesting renewal at least Three Hundred Sixty-Five (365) calendar days prior to the end of the Initial Term. VA shall provide a written response to the renewal request and acceptance or rejection therein, within thirty (30) calendar days of receipt of such notice. Acceptance or rejection of any renewal request will be at VA's sole and absolute discretion, based upon the following factors.

i. VA determining, upon receiving such notice from the City, that continued use of the Licensed Property by the City remains consistent with VA's intent to revitalize the WLA Campus to provide housing and services to principally benefit Veterans and their families; and

ii. There being no outstanding uncured defaults on the part of the City under this License, and the City having satisfied all conditions required by this License.

b. Notwithstanding anything in this License to the contrary, all the terms, conditions, covenants, obligations, representations, warranties, and provisions of this

License shall apply to the Extension Term.

3. Notwithstanding the foregoing, the Parties may terminate this License by providing thirty (30) days written notice to each other. Further, VA may reduce the site area and boundaries of the Licensed Property, by providing thirty (30) days' written notice to the City and City shall have (30) days to either accept or reject in writing the reduction of the site area and boundaries of the Licensed Property.

4. Notwithstanding the foregoing, nothing in this License shall limit VA's ability to make use of the Licensed Property, including for the delivery of Veteran-focused programs and events to be offered by VA and/or other partners except that VA will undertake best efforts to minimize potential conflicts between VA-sponsored events and City programs or other scheduled and permitted Park uses.

B. Prioritizing Use of the Park by Veterans and their Families

1. VA and the City shall meaningfully implement the requirement that Veterans and their families shall have first claim and priority access to the Park by providing, hosting, offering or making the Park available for regular and recurrent Veteran-focused programming and activities in the Park, as described in Section 3.D.1 below; by maintaining signage in the Park and on their respective websites (<https://www.laparks.org/park/veterans-barrington>) and social media accounts informing the public of such programming and activities; and by coordinating public access to and use of the Park to ensure that such access and use does not impede access and use by Veterans and their families.

C. Parking

1. The Parties acknowledge that, as of the Effective Date, the parking lot adjacent to the Park ("**South Parking Lot**") is the subject of a lease by and between VA and SafetyPark Corporation and is not part of this License. VA further acknowledges the City's concerns about the potential impact of management of the South Parking Lot, to include charging parking fees, on participants in City operated Veteran-focused programs and activities at the Park and at Barrington Recreation Center. VA acknowledges that the VA Office of Inspector General found, in a September 2018 audit report on land use at the WLA Campus, that unrestricted public access to the South Parking Lot was not a Veteran-focused use of the land, and agrees to work directly with SafetyPark Corporation and any other future lessees or operators of the South Parking Lot to address public access to the South Parking Lot and the payment of parking fees.

2. At all times, which includes both Veteran and general community activities and programming, VA acknowledges City recreational and maintenance staff shall be granted access and parking at no charge in the South Parking Lot when in performance of their duties with respect to the Park.

D. City Obligations. In addition to the agreements and mutual promises set forth above, the City shall provide the following Veteran-focused services to fulfill the primary purpose of this License:

1. Veteran-Focused Activities and Programming. The City shall make its best efforts to provide Veteran-focused activities and programming at the Park or at the adjacent Barrington Recreation Center that are designed to meet the particular needs of Veterans and their families, which may include, but not be limited to, physical recreational opportunities; sports league play; wellness activities; job fairs; and events promoting volunteerism, community service, and socialization. The City shall offer not fewer than twelve (12) Veteran-focused programming events per year during the Initial Term and any extensions thereafter, and will ensure that information regarding all Veteran-focused programming and events is provided on the City website and social media accounts, along with free (no charge) online registration capabilities for Veterans and their families.

2. Partnerships. The City shall actively seek partnerships with Veterans Service Organizations and other appropriate vendors or providers to provide additional activities, programming, and events for Veterans and their families in the Park.

3. Dog Park. The City with the cooperation and support of VA shall partner with an appropriate provider or vendor to provide Veterans with service-dog training, dog adoption services, and/or other Veteran-focused dog-related programming at the Dog Park. The selected partner or partners shall be identified through referrals or known interested vendors or providers. Veteran-focused programming in the Dog Park shall commence not later than Ninety (90) days after the Effective Date and shall continue for the duration of Initial Term and any extensions thereafter. The City will post signage in the Park and the Dog Park and on the City's website and social media accounts indicating the day(s) and hour(s) the Dog Park is reserved exclusively for Veteran-focused programming. The City will provide proposed signage to VA for its review and approval in advance of posting.

4. Park Fees. The City shall waive all program and activity registration fees for Veterans and their families held at the Park or at Barrington Recreation Center during normal business hours.

5. Veteran Employment. The City shall make its best efforts to advertise and promote the hiring of Veterans at City park facilities, including but not limited to the Park, and with all City departments. Consistent with Section 3D.1 above the City shall also partner with VA Vocational Rehabilitation Services to conduct quarterly employment information sessions at the Park or at other locations within the WLA Campus to help Veterans and their families understand how to identify and apply for employment with the City. In addition, for each year during the Initial Term and any extensions thereafter, the City agrees to employ Veterans at City park facilities with the total cost of such jobs equal to an average total annual cost of not less than Three Hundred Thousand Dollars (\$300,000). The City shall provide to VA a written report by February 1st of each year

during the Initial Term and extensions thereafter, providing detailed supporting documentation to verify the City has met this requirement for the preceding calendar year. Upon receiving each such report, VA shall review and audit the report. If any shortfall exists in the City's total expenditure toward Veteran employment under this Section D.5., the shortfall shall be carried over to the next year, such that the City's obligation for the next year shall be \$300,000 plus the cumulative shortfall(s) for all preceding years. Any outstanding shortfall(s) at the expiration or termination of the License, shall be utilized towards improvements to be constructed at the Park by the City, based upon a scope of work mutually agreed upon by the VA and the City; the value of the scope of work shall equal the value of the outstanding shortfall(s).

6. City Improvements. The City shall incur all costs and shall be responsible for permanently installing and maintaining accessible fitness and recreation equipment in the Park ("**City Improvements**"). The cost of City Improvements shall equal One Hundred Fifty Thousand Dollars (\$150,000). The City shall submit a detailed scope of work, budget, schedule, and plans for the proposed City Improvements within Ninety (90) days after the Effective Date to VA for review. City shall complete the installation of the City Improvements no later than One Hundred Eighty (180) days after the receipt of written approval from VA. The City shall maintain the City Improvements for the duration of the Initial Term and any extensions thereafter. If at any time during the Initial Term or any extension thereafter, VA determines the City Improvements to be in a less than functional and useful condition, VA shall provide the City with written notification of such determination and the City shall, within 30 days of receiving such notification, restore the City Improvements to functional and useful condition. At the end of the License, the ownership of the City Improvements shall revert to VA. In the event that VA terminates this License prior to the end of the Initial Term, if the City improvements are in a functional and usable condition and VA accepts the City Improvements, VA will make best efforts to allow Veteran use of the City Improvements at the Park or at another location within the WLA Campus. The City shall not make any other improvements to the Licensed Property except as both Parties may otherwise mutually agree in writing.

7. Maintenance. The City will provide the operations, maintenance, and staffing of the Park by the Department of Recreation and Parks and other City personnel consistent with: i) current Park operating standards, and ii) operating standards for City park facilities similar in size, utility, and location to the Licensed Property, and shall promptly remedy any hazardous field conditions identified in recent stakeholder surveys conducted as part of the most recent performance audit required in section 3.D.8 below. The City's maintenance obligations shall include landscaping, trash removal, and such other maintenance activities as may be required to at all times keep the Licensed Property in a safe and sanitary condition satisfactory to VA.

8. Audit and Reporting.

a. On a quarterly basis, the City shall provide VA with written reports describing its performance during the preceding quarter with respect to the License terms and obligations, along with supporting documentation.

b. On an annual basis, at least ninety (90) days prior to the anniversary of the Effective Date, VA and the City shall engage an independent third-party auditor to prepare a report with respect to the City's performance of its obligations under this License, and to deliver concurrently to the Parties a written report detailing the extent to which the City is fulfilling the obligations contained in this License and providing specific recommendations to the City to address any identified deficiencies. The independent auditor shall also survey all stakeholders, including but not limited to the California Congressional delegation, Vets Advocacy, the Veterans and Community Oversight and Engagement Board, Veterans Service Organizations, and individual Veterans, and summarize in the audit report the feedback received through such survey. The independent auditor shall have the option to include additional stakeholders as they become available. The costs for the independent audit will be split evenly by the Parties.

c. Within sixty (60) days of receiving each annual audit report, VA and the City shall meet to discuss the auditor's findings and recommendations in order to improve the delivery of the City's services to Veterans and their families. The Parties agree that, as necessary and appropriate, corrective measures to address any deficiencies identified by the auditor may include, without limitation, adjusting the type and frequency of Veteran-focused activities, programming, and events, improvements and/or maintenance the City offers in the Park under Sections 3.D.1, 3.D.2, and 3.D.3 above, and/or adjusting the City's Veteran employment obligations under Section 3.D.5 above. Any adjustments made will be memorialized in a written amendment to this License, signed by the duly authorized officials of the Parties.

9. Future Requirements. The City shall promptly comply with such further conditions and requirements as VA may hereafter prescribe as standard for licenses relating to the WLA Campus. To the extent practicable, VA shall provide the City with not less than thirty (30) days' notice prior to implementing any such future requirements.

10. Notices. Any notice and other communication permitted or required to be given under this License shall be in writing and will only be deemed to be properly given and received (a) when actually given and received, if delivered in person to a Party who acknowledges receipt in writing; or (b) one (1) business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (c) three (3) business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid:

If to Licensee: Mr. Cid Macaraeg, Director
Real Estate & Asset Management
Planning, Construction & Maintenance Branch
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

With copy to: Los Angeles City Attorney's Office
Attn: General Counsel Division
200 N. Main Street
800 City Hall East
Los Angeles, CA 90012

If to Licensor: Mr. Alan Trinh
VA Contracting Officer
U.S. Department of Veterans Affairs
Network Contracting Office - 22
4811 Airport Plaza Dr., Suite 600.
Long Beach, CA 90815

U.S. Department of Veterans Affairs
VA West Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
Attn: Medical Center Director

With copy to: Michael Kraycinovich, Esq.
U.S. Department of Veterans Affairs
Office of General Counsel
Chief Counsel, Real Property Law Group
810 Vermont Avenue, N.W.
Washington, D.C. 20420

11. Implementation of License.

A. VA and the City each appoint the following respective "Chief Liaison" to serve as primary points of contact on behalf of the Parties to ensure successful implementation of this License.

<u>Licensor Chief Liaison</u>	<u>Licensee Chief Liaison</u>
Lori Moore Associate Chief, Asset Management 11301 Wilshire Blvd Los Angeles, CA 90073 (310) 478-3711, Ext. 42496 Lori.Moore@va.gov	Cid Macaraeg Director of Real Estate & Asset Management 221 N. Figueroa Street, Suite 400 (213) 202-2608 Los Angeles, CA 90012 cid.macaraeg@lacity.org

B. As necessary, the Director of the Greater Los Angeles VA Healthcare System and the Mayor of the City of Los Angeles, or their designees, shall engage in good faith discussions to resolve any matter that either Party may raise in connection with this License.

C. Any change to the terms or amendments to this License shall be in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF LOS ANGELES

LICENSEE

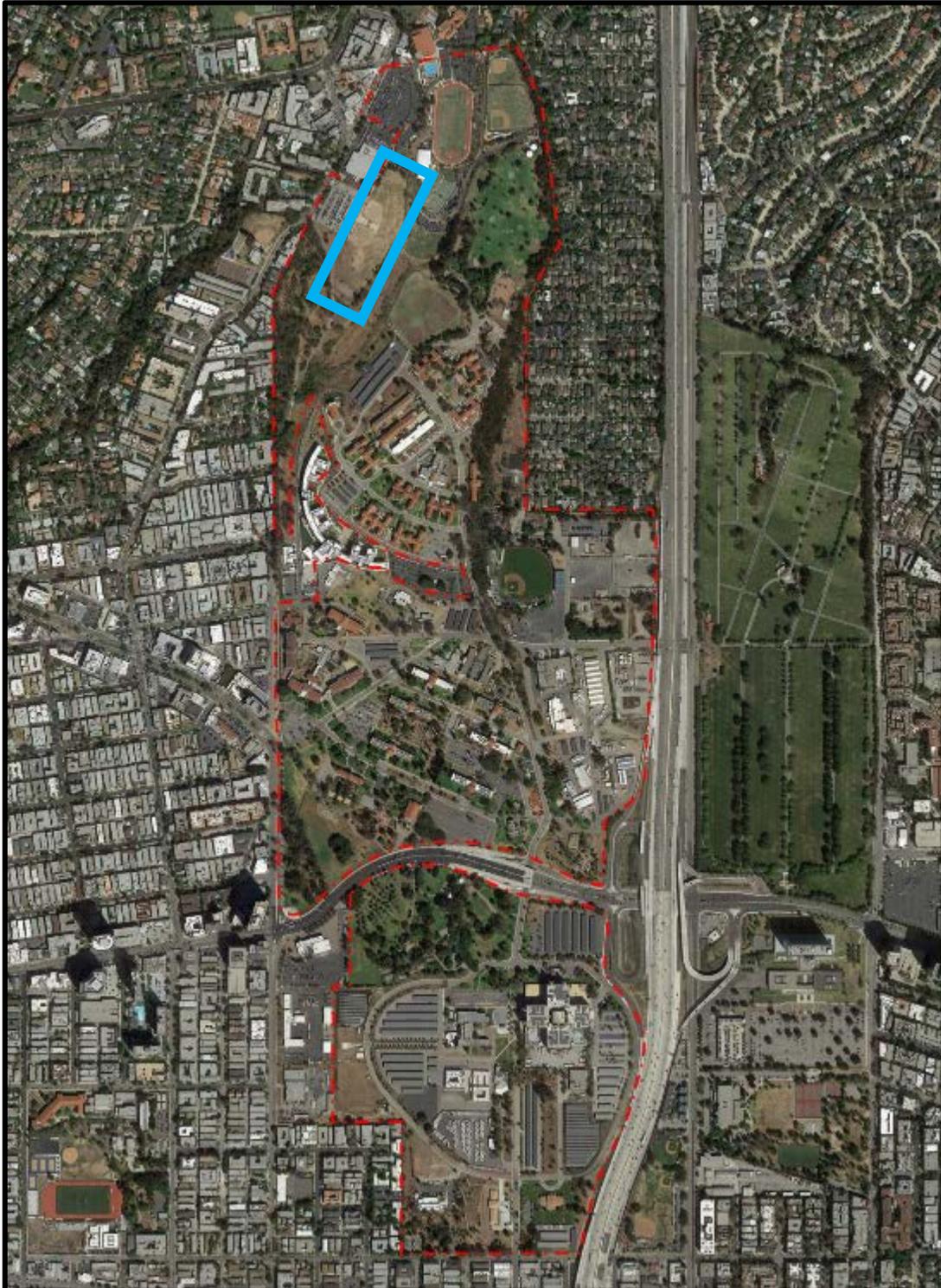
By: _____
Name: _____
Title: _____
Date: _____

UNITED STATES DEPARTMENT OF VETERANS AFFAIRS

LICENSOR

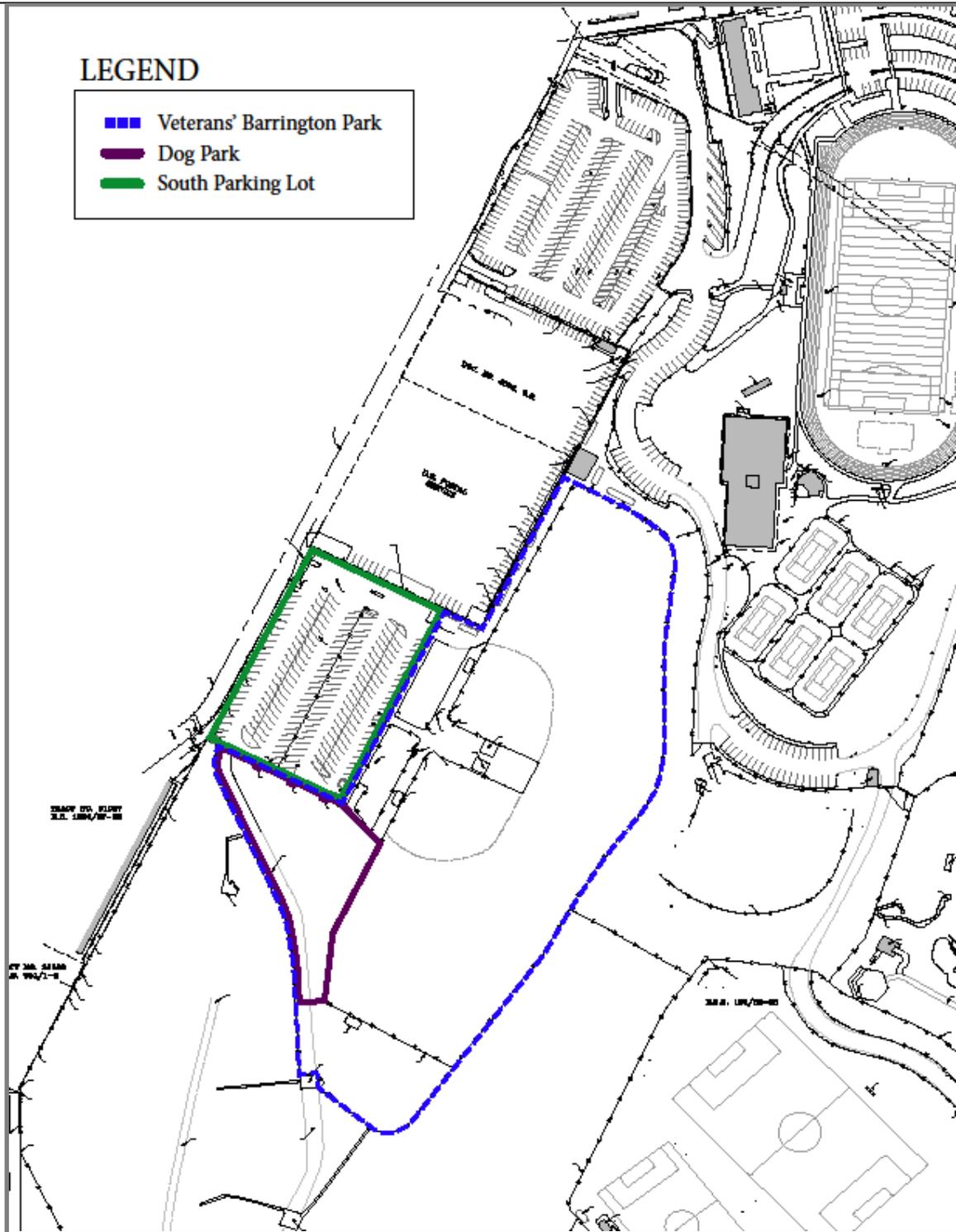
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
Location Map



WLA Campus is outlined in red hashed line. The Park is outlined in blue straight line.

**EXHIBIT B
Site Plan**



The Park is outlined in blue straight line, the South Parking Lot is outlined in green straight line, and the Dog Park is outlined in purple straight line.

EXHIBIT C
West L.A. Leasing Act & VA Expiring Authorities Act

Contained on the following pages.