



## BOARD REPORT

PG. 2 NO. 19-178

5. 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).

### SUMMARY

Veterans Barrington Park (Park) is located at 220 South Barrington Avenue, Los Angeles, California 90049 (portion of Los Angeles County Assessors' Parcel Number (APN) 4365-007-901 on a 9.82 acre (427,759.2 square feet) portion of VA property (Exhibit A). The Park includes several sports fields, picnic areas, a Veterans monument, and a dog park. The amenities are extremely popular and heavily used by the community.

On August 10, 2016, the Board, through Report No. 16-169, approved a three (3) year Revocable License Agreement (RLA) for the continued use by RAP of this VA property as a park. The RLA was executed on September 1, 2016 and expires on September 1, 2019. A temporary one (1) month Standstill Agreement with an effective date of September 1, 2019 was recently executed by RAP's General Manager in order to provide uninterrupted operational control of the Park until the currently proposed longer term Standstill Agreement (SA) can be considered by the Board.

The SA being presented for the Board's consideration is intended to be effective for a period of twelve (12) months. Under the term of the SA, all of the provisions of the RLA will remain in effect during the term of the SA, and RAP will be able to continue to operate and maintain the Park under the terms of the RLA for the term the SA. The VA will also abide by the terms of the RLA during the term of the SA. The VA is not seeking additional compensation or services for the SA.

RAP staff recommends approval of the proposed SA.

### ENVIRONMENTAL IMPACT

The proposed Project consists of an agreement to extend the term of a license to operate and maintain an existing park. 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) 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 SA does not require any additional compensation beyond those already identified in the previous RLA approved by the Board. Therefore, there will be no fiscal impact to the approval of the proposed SA.

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### 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) Attachment- Standstill Agreement

# Veterans' Barrington Park APN: 4365-007-903



Sources: Esri, HERE, Garmin, Intermap, 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



## 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

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	2,113	0
<b>Residents Served by Age</b>		
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

## Household and Income Breakdown

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	1,245	0
<b>Households Served by Annual Income</b>		
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

**STANDSTILL AGREEMENT**  
Revocable License  
Between  
U.S. Department of Veterans Affairs and  
the City of Los Angeles

**THIS STANDSTILL AGREEMENT** (“Standstill Agreement”) is made by and between the United States Department of Veterans Affairs (“VA”), as Licensor and the City of Los Angeles, acting by and through its Department of Recreation and Parks (“the City”), as Licensee.

**WHEREAS**, the VA is the owner of Veterans Barrington Park (“the Premises”). The underlying Revocable License No. VA262-16\_RL-0024, dated September 1, 2016, between the VA and the City (together, the “Parties”) will expire on August 31, 2019 (hereinafter, the “Revocable License”).

**WHEREAS**, the Parties do not wish the operations and services of Veterans Barrington Park to be interrupted or disturbed.

**WHEREAS**, the Parties intend that the City will continue to operate and maintain the Premises under this Standstill Agreement.

**WHEREAS**, both Parties consider this Standstill Agreement to be in their own best interest, and the Parties prefer their negotiations to end with a succeeding agreement.

**WHEREAS**, the Parties desire to continue the process of completing a succeeding agreement for the Premises during the period of this Standstill Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual covenants set forth herein, the adequacy of consideration of which is hereby acknowledged, the Parties hereby agree as follows:

**A. During the term of this Standstill Agreement:**

The Parties agree that, with the execution of this Standstill Agreement, during the period beginning October 1, 2019 through **September 30, 2020** (the “Standstill Period”) the City will not be considered in a holdover status. All provisions of the Revocable License by operation of this Standstill Agreement will be applicable during the Standstill Period, except to the extent otherwise indicated below:

1. The Parties agree to negotiate, actively and in good faith towards a succeeding agreement for the Premises.

2. The VA will not, during the Standstill Period, subject to the terms of the Revocable License, including but not limited to Section 2.A.3, and provided that the City complies with its obligations hereunder and under the Revocable License:
  - A. Undertake to evict the City from the Premises; or
  - B. Interrupt the operations, services or utilities of the City (from what they were while the Revocable License was in effect); or
  - C. Threaten to do any of the acts or omissions mentioned in A or B above.

**B. At all times after this Standstill Agreement is executed by the Parties and thereby becomes effective:**

1. **Termination of Agreement:** This Standstill Agreement shall terminate on the earlier of **September 30, 2020**, or on the date the Parties sign a succeeding agreement or subsequent standstill extension agreement.
2. **Successors in interest:** All of the terms, covenants, agreements, and provisions herein contained shall bind and insure to benefit the VA and the City, their heirs, executors, administrators, personal representatives, successors, trustees, receivers, and assigns, as applicable, except as otherwise provided herein.
3. **Merger Clause:** As to the matters specifically covered in this Standstill Agreement, this Standstill Agreement represents the final agreement between the Parties and may not be superseded, except by a separate written agreement agreed to and signed by the Parties.
4. **Amendments:** Subject to provisions of the Revocable License, neither this Standstill Agreement, nor any terms hereof, may be changed waived, discharged, or terminated orally, but only by an instrument in writing signed by the Parties.
6. **Construction:** Any provision contained in this Standstill Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. A waiver by a Party of any right, covenant, condition or remedy in any instance hereunder shall not operate as a waiver of such right, covenant, condition or remedy in any other instance, and waiver by Party of any breach of the terms hereof shall not be a waiver of any additional or subsequent breach. This Standstill Agreement shall be governed by, and construed in accordance with, the laws of the United States of America.
7. **Counterparts:** This Standstill Agreement may be executed in photocopied counterparts which, when taken together, shall constitute a single agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Standstill Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Licensee:**

**Approved:**

**By:** \_\_\_\_\_, **20**

**Michael N. Feuer, City Atty.**

**Printed Name**

**By** \_\_\_\_\_

**Title:** \_\_\_\_\_

**GOVERNMENT/VA: United States of America**

**By:** \_\_\_\_\_

\_\_\_\_\_

**Printed Name**

**Title: VA Contracting Officer**