

APPROVED

SEP 17 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-181

DATE September 17, 2020

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 - VA FORM 6211 - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [RENEWAL OF A LICENSE TO USE AN EXISTING STRUCTURE INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

AP Diaz, H. Fujita, V. Israel, S. Piña-Cortez, C. Santo Domingo, N. Williams with handwritten initials.

Handwritten signature of General Manager.

Approved X Disapproved Withdrawn

If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS

- 1. Approve United States Department of Veterans Affairs (VA) Form 6211, and General Conditions listed therein...
2. Approve the addition and incorporation of the Special Conditions VA Revocable License for Non-Federal Use of Real Property...
3. Direct the Board Secretary to send the License to the Mayor's Office...
4. Authorize RAP's General Manager or designee to execute the License upon receipt of the necessary approvals;

## BOARD REPORT

PG. 2 NO. 20-181

5. Determine that the Project, consisting of the renewal of a license for the operation and maintenance of Veterans Barrington Park (Park) on 7.33 acres of VA property, is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Renewal of a license to use an existing structure involving negligible or no expansion of use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines;
6. 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
7. 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, California 90049 (portion of County of Los Angeles Assessor Parcel Number (APN) 4365-007-901) on a 7.33-acre (319,294.80 square feet) portion of VA property. 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 with the 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) year 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.

On December 18, 2019, the Board, through Report No. 19-255 (Attachment 2), approved the Special Conditions VA Revocable License for Non-Federal Use of Real Property (Special Conditions) which set out the terms of a new license for the continued development, operation and maintenance of the Park. The Special Conditions include, 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.

## BOARD REPORT

PG. 3 NO. 20-181

- 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).

Subsequent to the Board's approval of the Special Conditions, the VA furnished staff with additional VA Form 6211 (Attachment 1), which includes additional terms provided as "General Conditions VA Revocable License for Non-Federal Use of Real Property" (General Conditions) which is intended to be executed as part of the license contemplated by the Special Conditions. Since the General Conditions include additional terms for the License from those set forth in the previously approved Special Conditions, VA Form 6211 and the General Conditions are now being presented to the Board for approval in order to complete the License documentation.

### PROJECT SCOPE

Approval of this Report is intended to supplement the previously considered Special Conditions for a license between RAP and the VA to include VA Form 6211 (Attachment 1) and the General Conditions in order to meet VA requirements for the issuance of a license. There will be no impact to previously approved project scope at Veterans Barrington Park.

### PROJECT FUNDING

Approval of this Report is intended to supplement the previously considered Special Conditions for a license between RAP and the VA to include VA Form 6211 (Attachment 1) and the General Conditions in order to meet VA requirement. There will be no impact to the previously approved project funding at Veterans Barrington Park

### PROJECT CONSTRUCTION

Approval of this Report is intended to supplement the previously considered Special Conditions for a license between RAP and the VA to include VA Form 6211 (Attachment 1) and the General Conditions in order to meet VA requirement. There will be no impact to project construction at Veterans Barrington Park.

## BOARD REPORT

PG. 4 NO. 20-181

### TREES AND SHADE

Approval of this Report is intended to supplement the previously considered Special Conditions for a license between RAP and the VA to include VA Form 6211 (Attachment 1) and the General Conditions in order to meet VA requirement. There will be no impact to trees and shade at Veterans Barrington Park.

### ENVIRONMENTAL IMPACT

The proposed Project consists of the renewal of a license to use an existing structure involving negligible or no expansion of use. As such, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines. RAP Staff will file a Notice of Exemption with the Los Angeles County Clerk upon the Board's approval.

### FISCAL IMPACT

Approval of this Report is intended to supplement the previously considered Special Conditions for a license between RAP and the VA to include VA Form 6211 (Attachment 1) and the General Conditions in order to meet VA requirement. There will be no change to the previously approved funding source, thus no Fiscal Impact to RAP's General Fund.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

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

This Report was prepared by Bryan Miller, Management Analyst, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Attachment – VA Form 6211
- 2) Attachment - Report No. 19-255
- 3) Attachment – Special Conditions VA Revocable License

**REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

1. LICENSE NO.

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

<b>2. NAME OF LICENSEE</b> City of Los Angeles	<b>4. NAME AND ADDRESS OF INSTALLATION</b> Department of Veterans Affairs VA Greater Los Angeles Healthcare System ("VAGLAHS") West Los Angeles (WLA) Campus 11301 Wilshire Boulevard Los Angeles, CA 90073 ("WLA Campus"), depicted in Exhibit A	
<b>3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)</b> 221 North Figueroa Street, Suite 400 Los Angeles, California 90012 Attention: Cid Macaraeg	<b>5. PERIOD COVERED</b> FROM (Month, day, year) TO (Month, day, year)	
<b>3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)</b> 221 North Figueroa Street, Suite 400 Los Angeles, California 90012		

**6. CONSIDERATION**  
 No license fee is due and payable. Licensee at its sole cost and expense shall provide the Veteran-centric services as set forth in the Special Conditions attached hereto.

<b>7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof.)</b> Non-exclusive portion of the WLA Campus comprised of the approximately 7.33 acres site known as Veterans Barrington Park ("Property" or "Park") as depicted in Exhibit A and Exhibit B attached hereto.	<b>7B. EXHIBIT(S) ATTACHED</b> General Conditions Special Conditions A: Location Map B: Site Plan C: West LA Leasing Act
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**8. PURPOSE OF LICENSE**  
 Licensee agrees to provide day to day management and maintenance of the Park, including recreational activities and programming for the principal benefit of Veterans and their families as set forth in the Special Conditions hereto.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

**9. SPECIAL CONDITIONS**  
 General Conditions, Special Conditions, Exhibit A, Exhibit B, and Exhibit C are attached hereto.

VETERANS AFFAIRS LICENSOR	LICENSEE
DATE OF LICENSE (Month, day, year)	DATE ACCEPTED (Month, day, year)
SIGNATURE(S) OF LICENSOR (Sign in ink)	TYPED NAME OF SIGNATORY
ADDRESS OF LICENSOR U.S. Department of Veterans Affairs Alan Trinh, Deputy Director of Contracting 4811 Airport Plaza, Suite 600 Long Beach, CA 90815	SIGNATURE(S) OF SIGNATORY (Sign in ink)
	TITLE OF SIGNATORY
	TELEPHONE NO. OF LICENSEE (Including Area Code)

If licensee is a corporation, the following Certificate of Licensee must be executed:

**CERTIFICATE OF CORPORATE LICENSEE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as licensee herein; that \_\_\_\_\_ who signed said license on behalf of the licensee was then \_\_\_\_\_ of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)  
 (SEAL )

\_\_\_\_\_  
 (Signature) (Sign in ink)

**GENERAL CONDITIONS**  
**VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).
- 2. Structures.** The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- 3. Laws and Ordinances.** Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.
- 6. Indemnification.** The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.
- 8. Operation.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 9. Notice.** Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.
- 10. Guarantee Deposit.** Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.
- 11. Bond.** Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.
- 12. Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.
- 13. Attempted Variations.** There can be no variation or departure from the terms of this license without prior written consent of VA.
- 14. Nondiscrimination.** Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.
- 15. Assignment, Revocation, and Abandonment.** This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.







# 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;

BOARD REPORT

PG. 2 NO. 19-255

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

## BOARD REPORT

PG. 3 NO. 19-255

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.

BOARD REPORT

PG. 4 NO. 19-255

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%
<b>Total</b>			\$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).

## BOARD REPORT

PG. 5 NO. 19-255

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:

<b>Goal No. 1:</b>	Provide Safe and Accessible Parks
<b>Outcome No. 2:</b>	Every Angeleno has walkable access to a park in their neighborhood.
<b>Key Metric:</b>	Percentage of Angelenos with park access within ½ mile from their home.
<b>Target:</b>	<b>60% by 2022</b>
<b>Result:</b>	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

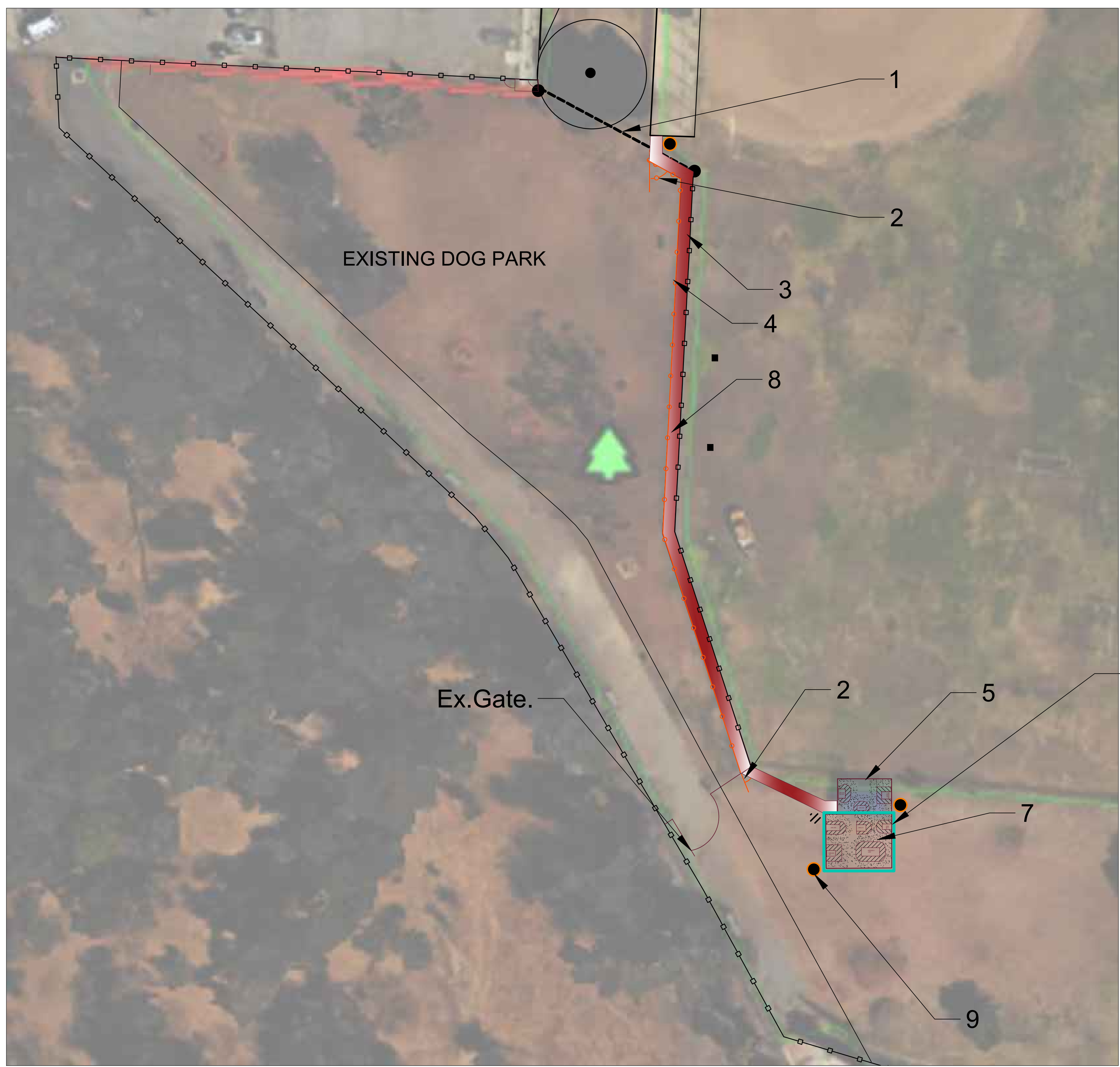
### Household and Income Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	2,113	0
<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

	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

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

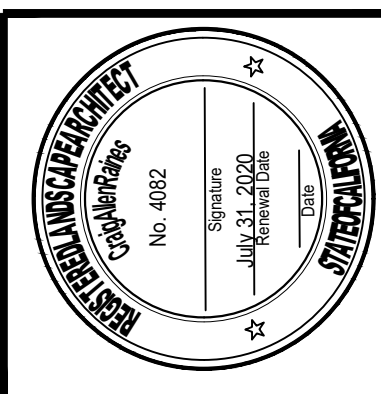


UBX-248-W

**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:  
LIC. NO. \_\_\_\_\_  
LIC. NO. \_\_\_\_\_  
DATE: \_\_\_\_\_



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.  
APPROVED BY:  
C.A.R.  
SCALE:  
1"=40'  
ISSUE DATE:  
08/15/2019  
PRJ #  
PRJ#21303  
FILE NO.  
872  
DRAWING NO.  
**LS-01**  
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**

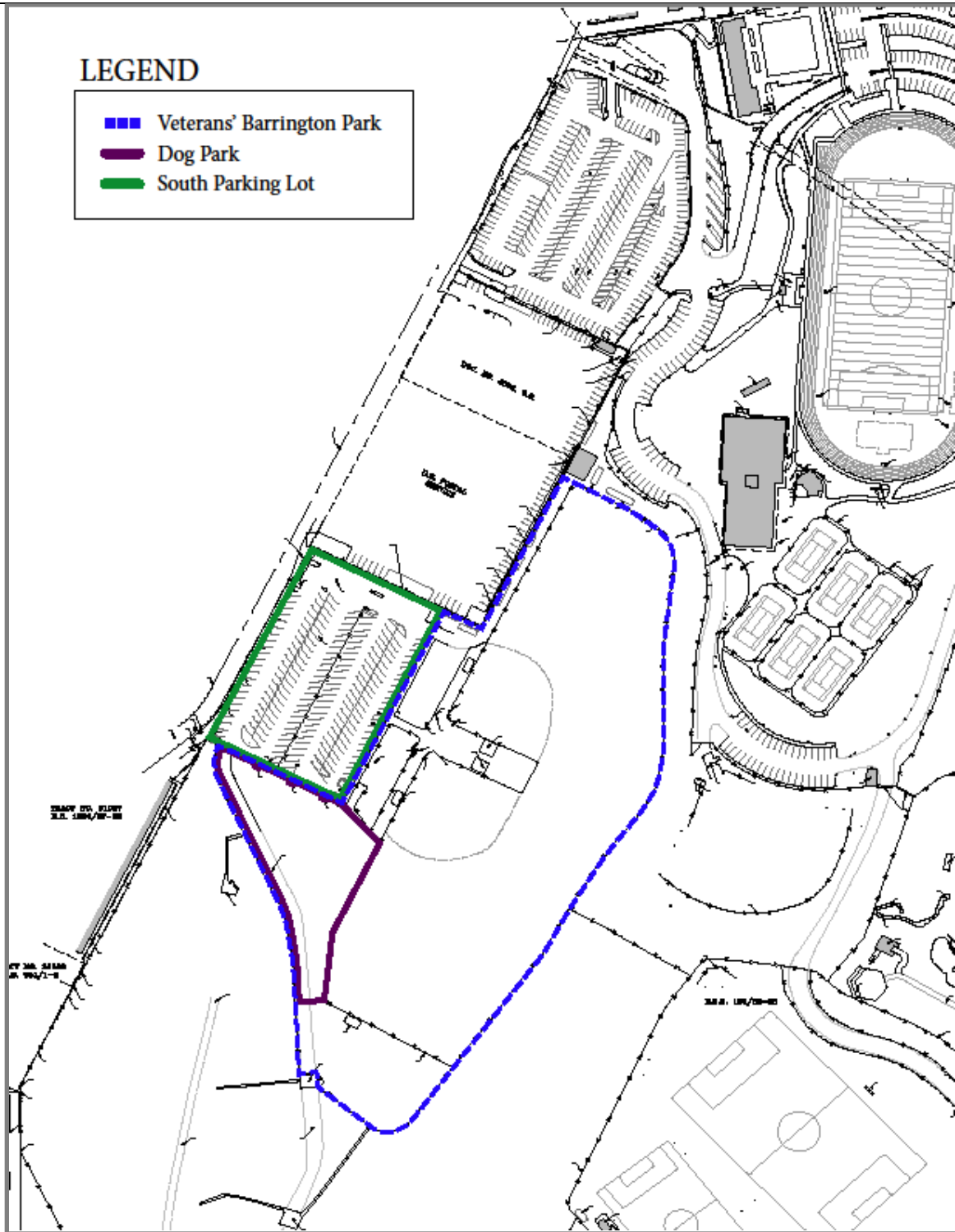
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**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**

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Contained on the following pages.

**SPECIAL CONDITIONS**  
**VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

**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. Media Inquiries.** In the event the Licensee is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Licensee must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, the Licensee shall not host media representatives on Department of Veterans Affairs owned property without prior approval from the Licensor.

**11. Advertising:** Any literature or promotional materials using the name or logo of Licensor or VA Greater Los Angeles Healthcare System must be approved in advance by Licensor. Licensee will in no way suggest in writing or otherwise that Licensor endorses or will be liable for any job, housing, or education information provided to third parties including Veterans and will indemnify and hold Licensor harmless against any claim, or liability whatsoever.

**12. Smoking Policy:** Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VHA facility. Per VHA Directive 1085 dated March 5, 2019, it is VHA policy that all VHA health care facilities, including hospitals, community clinics, administrative offices, and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas.

**13. 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:	U.S. Department of Veterans Affairs 810 Vermont Avenue, N.W. Washington, D.C. 20420 Attn: Office of General Counsel, Chief Counsel, Real Property Law Group

**14. 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.

<b><u>Licensors Chief Liaison</u></b>	<b><u>Licensee Chief Liaison</u></b>
Robert Merchant Chief, Strategic and Facility Planning 11301 Wilshire Blvd, Room 6429G Los Angeles, CA 90073 (310) 478-3711, Ext. 42118 Robert.Merchant2@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.

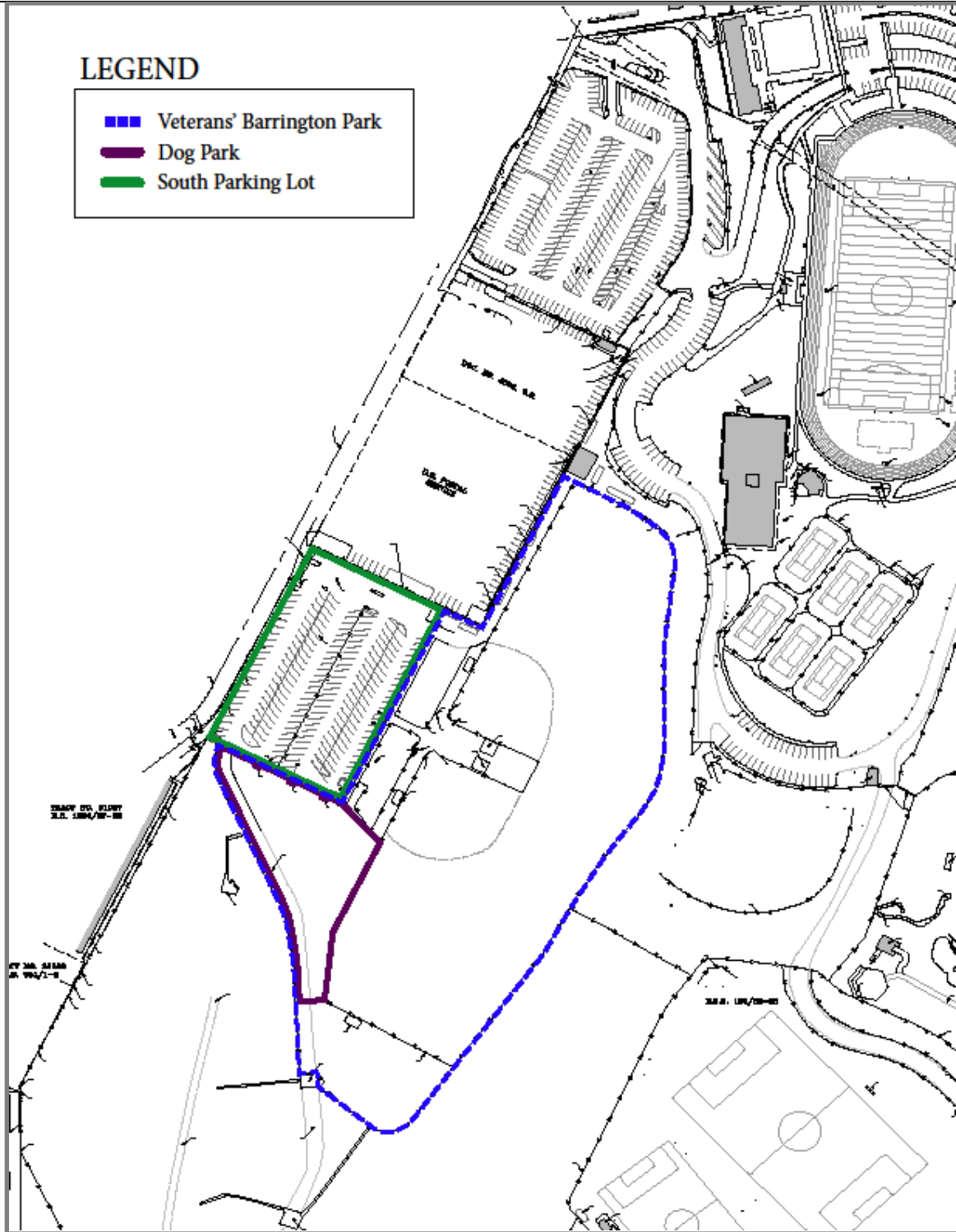
C. Any change to the terms or amendments to this License shall be in writing and signed by authorized representatives of both Parties.

**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**

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Contained on the following eleven (11) pages.



PUBLIC LAW 114-226—SEPT. 29, 2016

WEST LOS ANGELES LEASING ACT OF 2016

Public Law 114–226  
114th Congress

An Act

Sept. 29, 2016  
[H.R. 5936]

To authorize the Secretary of Veterans Affairs to enter into certain leases at the Department of Veterans Affairs West Los Angeles Campus in Los Angeles, California, to make certain improvements to the enhanced-use lease authority of the Department, and for other purposes.

West Los Angeles  
Leasing Act of  
2016.  
38 USC 101 note.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. SHORT TITLE.**

This Act may be cited as the “West Los Angeles Leasing Act of 2016”.

**SEC. 2. AUTHORITY TO ENTER INTO CERTAIN LEASES AT THE DEPARTMENT OF VETERANS AFFAIRS WEST LOS ANGELES CAMPUS.**

(a) **IN GENERAL.**—The Secretary of Veterans Affairs may carry out leases described in subsection (b) at the Department of Veterans Affairs West Los Angeles Campus in Los Angeles, California (hereinafter in this section referred to as the “Campus”).

Real property.

(b) **LEASES DESCRIBED.**—Leases described in this subsection are the following:

(1) Any enhanced-use lease of real property under subchapter V of chapter 81 of title 38, United States Code, for purposes of providing supportive housing, as that term is defined in section 8161(3) of such title, that principally benefit veterans and their families.

(2) Any lease of real property for a term not to exceed 50 years to a third party to provide services that principally benefit veterans and their families and that are limited to one or more of the following purposes:

(A) The promotion of health and wellness, including nutrition and spiritual wellness.

(B) Education.

(C) Vocational training, skills building, or other training related to employment.

(D) Peer activities, socialization, or physical recreation.

(E) Assistance with legal issues and Federal benefits.

(F) Volunteerism.

(G) Family support services, including child care.

(H) Transportation.

(I) Services in support of one or more of the purposes specified in subparagraphs (A) through (H).

Regents of the  
University of  
California.

(3) A lease of real property for a term not to exceed 10 years to The Regents of the University of California, a corporation organized under the laws of the State of California, on

behalf of its University of California, Los Angeles (UCLA) campus (hereinafter in this section referred to as “The Regents”), if—

(A) the lease is consistent with the master plan described in subsection (g);

(B) the provision of services to veterans is the predominant focus of the activities of The Regents at the Campus during the term of the lease;

(C) The Regents expressly agrees to provide, during the term of the lease and to an extent and in a manner that the Secretary considers appropriate, additional services and support (for which The Regents is not compensated by the Secretary or through an existing medical affiliation agreement) that—

(i) principally benefit veterans and their families, including veterans that are severely disabled, women, aging, or homeless; and

(ii) may consist of activities relating to the medical, clinical, therapeutic, dietary, rehabilitative, legal, mental, spiritual, physical, recreational, research, and counseling needs of veterans and their families or any of the purposes specified in any of subparagraphs (A) through (I) of paragraph (2); and

(D) The Regents maintains records documenting the value of the additional services and support that The Regents provides pursuant to subparagraph (C) for the duration of the lease and makes such records available to the Secretary.

Records.

(c) **LIMITATION ON LAND-SHARING AGREEMENTS.**—The Secretary may not carry out any land-sharing agreement pursuant to section 8153 of title 38, United States Code, at the Campus unless such agreement—

(1) provides additional health-care resources to the Campus; and

(2) benefits veterans and their families other than from the generation of revenue for the Department of Veterans Affairs.

(d) **REVENUES FROM LEASES AT THE CAMPUS.**—Any funds received by the Secretary under a lease described in subsection (b) shall be credited to the applicable Department medical facilities account and shall be available, without fiscal year limitation and without further appropriation, exclusively for the renovation and maintenance of the land and facilities at the Campus.

(e) **EASEMENTS.**—

(1) **IN GENERAL.**—Notwithstanding any other provision of law (other than Federal laws relating to environmental and historic preservation), pursuant to section 8124 of title 38, United States Code, the Secretary may grant easements or rights-of-way on, above, or under lands at the Campus to—

(A) any local or regional public transportation authority to access, construct, use, operate, maintain, repair, or reconstruct public mass transit facilities, including, fixed guideway facilities and transportation centers; and

(B) the State of California, County of Los Angeles, City of Los Angeles, or any agency or political subdivision

thereof, or any public utility company (including any company providing electricity, gas, water, sewage, or telecommunication services to the public) for the purpose of providing such public utilities.

(2) IMPROVEMENTS.—Any improvements proposed pursuant to an easement or right-of-way authorized under paragraph (1) shall be subject to such terms and conditions as the Secretary considers appropriate.

(3) TERMINATION.—Any easement or right-of-way authorized under paragraph (1) shall be terminated upon the abandonment or nonuse of the easement or right-of-way and all right, title, and interest in the land covered by the easement or right-of-way shall revert to the United States.

(f) PROHIBITION ON SALE OF PROPERTY.—Notwithstanding section 8164 of title 38, United States Code, the Secretary may not sell or otherwise convey to a third party fee simple title to any real property or improvements to real property made at the Campus.

(g) CONSISTENCY WITH MASTER PLAN.—The Secretary shall ensure that each lease carried out under this section is consistent with the draft master plan approved by the Secretary on January 28, 2016, or successor master plans.

(h) COMPLIANCE WITH CERTAIN LAWS.—

(1) LAWS RELATING TO LEASES AND LAND USE.—If the Inspector General of the Department of Veterans Affairs determines, as part of an audit report or evaluation conducted by the Inspector General, that the Department is not in compliance with all Federal laws relating to leases and land use at the Campus, or that significant mismanagement has occurred with respect to leases or land use at the Campus, the Secretary may not enter into any lease or land-sharing agreement at the Campus, or renew any such lease or land-sharing agreement that is not in compliance with such laws, until the Secretary certifies to the Committees on Veterans' Affairs of the Senate and House of Representatives, the Committees on Appropriations of the Senate and House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located that all recommendations included in the audit report or evaluation have been implemented.

(2) COMPLIANCE OF PARTICULAR LEASES.—Except as otherwise expressly provided by this section, no lease may be entered into or renewed under this section unless the lease complies with chapter 33 of title 41, United States Code, and all Federal laws relating to environmental and historic preservation.

(i) VETERANS AND COMMUNITY OVERSIGHT AND ENGAGEMENT BOARD.—

(1) IN GENERAL.—Not later than 180 days after the date of the enactment of this Act, the Secretary shall establish a Veterans and Community Oversight and Engagement Board (in this subsection referred to as the "Board") for the Campus to coordinate locally with the Department of Veterans Affairs to—

(A) identify the goals of the community and veteran partnership;

Determination.  
Certification.  
Recommendations.

Establishment.

Deadline.  
Recommendations.

(B) provide advice and recommendations to the Secretary to improve services and outcomes for veterans, members of the Armed Forces, and the families of such veterans and members; and

(C) provide advice and recommendations on the implementation of the draft master plan approved by the Secretary on January 28, 2016, and on the creation and implementation of any successor master plans.

(2) MEMBERS.—The Board shall be comprised of a number of members that the Secretary determines appropriate, of which not less than 50 percent shall be veterans. The nonveteran members shall be family members of veterans, veteran advocates, service providers, real estate professionals familiar with housing development projects, or stakeholders.

Determination.

(3) COMMUNITY INPUT.—In carrying out paragraph (1), the Board shall—

(A) provide the community opportunities to collaborate and communicate with the Board, including by conducting public forums on the Campus; and

(B) focus on local issues regarding the Department that are identified by the community, including with respect to health care, implementation of the draft master plan and any subsequent plans, benefits, and memorial services at the Campus.

(j) NOTIFICATION AND REPORTS.—

(1) CONGRESSIONAL NOTIFICATION.—With respect to each lease or land-sharing agreement intended to be entered into or renewed at the Campus, the Secretary shall notify the Committees on Veterans' Affairs of the Senate and House of Representatives, the Committees on Appropriations of the Senate and House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located of the intent of the Secretary to enter into or renew the lease or land-sharing agreement not later than 45 days before entering into or renewing the lease or land-sharing agreement.

(2) ANNUAL REPORT.—Not later than one year after the date of the enactment of this Act, and not less frequently than annually thereafter, the Secretary shall submit to the Committees on Veterans' Affairs of the Senate and House of Representatives, the Committees on Appropriations of the Senate and House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located an annual report evaluating all leases and land-sharing agreements carried out at the Campus, including—

(A) an evaluation of the management of the revenue generated by the leases; and

Evaluation.

(B) the records described in subsection (b)(3)(D).

Records.

(3) INSPECTOR GENERAL REPORT.—

(A) IN GENERAL.—Not later than each of two years and five years after the date of the enactment of this Act, and as determined necessary by the Inspector General of the Department of Veterans Affairs thereafter, the Inspector General shall submit to the Committees on Veterans' Affairs of the Senate and House of Representatives and the Committees on Appropriations of the Senate and

Determination.  
Assessment.

House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located a report on all leases carried out at the Campus and the management by the Department of the use of land at the Campus, including an assessment of the efforts of the Department to implement the master plan described in subsection (g) with respect to the Campus.

(B) CONSIDERATION OF ANNUAL REPORT.—In preparing each report required by subparagraph (A), the Inspector General shall take into account the most recent report submitted to Congress by the Secretary under paragraph (2).

(k) RULE OF CONSTRUCTION.—Nothing in this section shall be construed as a limitation on the authority of the Secretary to enter into other agreements regarding the Campus that are authorized by law and not inconsistent with this section.

(l) PRINCIPALLY BENEFIT VETERANS AND THEIR FAMILIES DEFINED.—In this section the term “principally benefit veterans and their families”, with respect to services provided by a person or entity under a lease of property or land-sharing agreement—

(1) means services—

(A) provided exclusively to veterans and their families;

or

(B) 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; and

(2) excludes services in which the only benefit to veterans and their families is the generation of revenue for the Department of Veterans Affairs.

(m) CONFORMING AMENDMENTS.—

(1) PROHIBITION ON DISPOSAL OF PROPERTY.—Section 224(a) of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2008 (Public Law 110–161; 121 Stat. 2272) is amended by striking “The Secretary of Veterans Affairs” and inserting “Except as authorized under the Los Angeles Homeless Veterans Leasing Act of 2016, the Secretary of Veterans Affairs”.

(2) ENHANCED-USE LEASES.—Section 8162(c) of title 38, United States Code, is amended by inserting “, other than an enhanced-use lease under the Los Angeles Homeless Veterans Leasing Act of 2016,” before “shall be considered”.

**SEC. 3. IMPROVEMENTS TO ENHANCED-USE LEASE AUTHORITY OF DEPARTMENT OF VETERANS AFFAIRS.**

(a) PROHIBITION ON WAIVER OF OBLIGATION OF LESSEE.—Paragraph (3) of section 8162(b) of title 38, United States Code, is amended by adding at the following new subparagraph:

“(D) The Secretary may not waive or postpone the obligation of a lessee to pay any consideration under an enhanced-use lease, including monthly rent.”

(b) CLARIFICATION OF LIABILITY OF FEDERAL GOVERNMENT TO THIRD PARTIES.—Section 8162 of such title is amended by adding at the end the following new subsection:

“(d)(1) Nothing in this subchapter authorizes the Secretary to enter into an enhanced-use lease that provides for, is contingent upon, or otherwise authorizes the Federal Government to guarantee a loan made by a third party to a lessee for purposes of the enhanced-use lease.

“(2) Nothing in this subchapter shall be construed to abrogate or constitute a waiver of the sovereign immunity of the United States with respect to any loan, financing, or other financial agreement entered into by the lessee and a third party relating to an enhanced-use lease.”.

(c) TRANSPARENCY.—

(1) NOTICE.—Section 8163(c)(1) of such title is amended— 38 USC 8163.

(A) by inserting “, the Committees on Appropriations of the House of Representatives and the Senate, and the Committees on the Budget of the House of Representatives and the Senate” after “congressional veterans’ affairs committees”;

(B) by striking “and shall publish” and inserting “, shall publish”;

(C) by inserting before the period at the end the following: “, and shall submit to the congressional veterans’ affairs committees a copy of the proposed lease”; and

(D) by adding at the end the following new sentence: “With respect to a major enhanced-use lease, upon the request of the congressional veterans’ affairs committees, not later than 30 days after the date of such notice, the Secretary shall testify before the committees on the major enhanced-use lease, including with respect to the status of the lease, the cost, and the plans to carry out the activities under the lease. The Secretary may not delegate such testifying below the level of the head of the Office of Asset Enterprise Management of the Department or any successor to such office.”.

Deadline.  
Testimony.

(2) ANNUAL REPORTS.—Section 8168 of such title is amended—

(A) by striking “to Congress” each place it appears and inserting “to the congressional veterans’ affairs committees, the Committees on Appropriations of the House of Representatives and the Senate, and the Committees on the Budget of the House of Representatives and the Senate”;

(B) in subsection (a)—

(i) by striking “Not later” and inserting “(1) Not later”;

(ii) by striking “a report” and all that follows through the period at the end and inserting “a report on enhanced-use leases.”; and

(iii) by adding at the end the following new paragraph:

“(2) Each report under paragraph (1) shall include the following:

“(A) Identification of the actions taken by the Secretary to implement and administer enhanced-use leases.

“(B) For the most recent fiscal year covered by the report, the amounts deposited into the Medical Care Collection Fund account that were derived from enhanced-use leases.

“(C) Identification of the actions taken by the Secretary using the amounts described in subparagraph (B).

“(D) Documents of the Department supporting the contents of the report described in subparagraphs (A) through (C).”; and

(C) in subsection (b)—

(i) by striking “Each year” and inserting “(1) Each year”;

(ii) by striking “this subchapter,” and all that follows through the period at the end and inserting “this subchapter.”; and

(iii) by adding at the end the following new paragraph:

“(2) Each report under paragraph (1) shall include the following with respect to each enhanced-use lease covered by the report:

“(A) An overview of how the Secretary is using consideration received by the Secretary under the lease to support veterans.

“(B) The amount of consideration received by the Secretary under the lease.

“(C) The amount of any revenues collected by the Secretary relating to the lease not covered by subparagraph (B), including a description of any in-kind assistance or services provided by the lessee to the Secretary or to veterans under an agreement entered into by the Secretary pursuant to any provision of law.

“(D) The costs to the Secretary of carrying out the lease.

“(E) Documents of the Department supporting the contents of the report described in subparagraphs (A) through (D).”.

(d) ADDITIONAL DEFINITIONS.—Section 8161 of such title is amended by adding at the end the following new paragraphs:

“(4) The term ‘lessee’ means the party with whom the Secretary has entered into an enhanced-use lease under this subchapter.

“(5) The term ‘major enhanced-use lease’ means an enhanced-use lease that includes consideration consisting of an average annual rent of more than \$10,000,000.”.

(e) COMPTROLLER GENERAL AUDIT.—

(1) REPORT.—Not later than 270 days after the date of the enactment of this Act, the Comptroller General of the United States shall submit to the appropriate congressional committees a report containing an audit of the enhanced-use lease program of the Department of Veterans Affairs under subchapter V of chapter 81 of title 38, United States Code.

(2) MATTERS INCLUDED.—The report under paragraph (1) shall include the following:

(A) The financial impact of the enhanced-use lease authority on the Department of Veterans Affairs and whether the revenue realized from such authority and other financial benefits would have been realized without such authority.

(B) The use by the Secretary of such authority and whether the arrangements made under such authority would have been made without such authority.

(C) An identification of the controls that are in place to ensure accountability and transparency and to protect the Federal Government.

(D) An overall assessment of the activities of the Secretary under such authority to ensure procurement cost

Assessment.



avoidance, negotiated cost avoidance, in-contract cost avoidance, and rate reductions.

(3) APPROPRIATE CONGRESSIONAL COMMITTEES DEFINED.—  
In this subsection, the term “appropriate congressional committees” means—

(A) the Committees on Veterans’ Affairs of the House of Representatives and the Senate;

(B) the Committees on Appropriations of the House of Representatives and the Senate; and

(C) the Committees on the Budget of the House of Representatives and the Senate.

Approved September 29, 2016.

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LEGISLATIVE HISTORY—H.R. 5936:

CONGRESSIONAL RECORD, Vol. 162 (2016):

Sept. 12, considered and passed House.

Sept. 19, considered and passed Senate.



115TH CONGRESS  
2D SESSION

# S. 3479

To amend title 38, United States Code, to extend certain expiring provisions of law administered by the Secretary of Veterans Affairs, and for other purposes.

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## IN THE SENATE OF THE UNITED STATES

SEPTEMBER 18, 2018

Mr. ISAKSON (for himself and Mr. TESTER) introduced the following bill;  
which was read twice, considered, read the third time, and passed

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## A BILL

To amend title 38, United States Code, to extend certain expiring provisions of law administered by the Secretary of Veterans Affairs, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the  
5 “Department of Veterans Affairs Expiring Authorities Act  
6 of 2018”.

7 (b) TABLE OF CONTENTS.—The table of contents for  
8 this Act is as follows:

Sec. 1. Short title; table of contents.

Sec. 2. References to title 38, United States Code.

1 ment of this Act and shall apply with respect to conflicts  
2 of interest that occur on or after that date.

3 **SEC. 303. MODIFICATION OF COMPLIANCE REQUIREMENTS**  
4 **FOR PARTICULAR LEASES RELATING TO DE-**  
5 **PARTMENT OF VETERANS AFFAIRS WEST LOS**  
6 **ANGELES CAMPUS.**

7 Section 2(h)(1) of the West Los Angeles Leasing Act  
8 of 2016 (Public Law 114–226) is amended by striking  
9 “any lease or land-sharing agreement at the Campus” and  
10 inserting “any new lease or land-sharing agreement at the  
11 Campus that is not in compliance with such laws”.

○