

**Revocable License
By and Between
the United States Department of Veterans Affairs
and
the City of Los Angeles Regarding
Veterans' Barrington Park (formerly known as Barrington Park)**

This REVOCABLE LICENSE (this "Revocable License") is entered into by and between the United States Department of Veterans Affairs ("VA"), as licensor, and the City of Los Angeles, acting by and through its Department of Recreation and Parks (the "City"), as licensee, effective as of SEPTEMBER 1, 2016 (the "Effective Date").

Recitals

- A. By entering into this Revocable License, VA and the City wish to confirm and memorialize their mutual understandings of the terms and conditions pursuant to which VA will allow the City and local community to access and use the Veterans' Park (as defined in Section 1 below) and the City will provide continued recreational programming for the principal benefit of Veterans and their families, while permitting use by the general community not inconsistent with that use. The parties agree and acknowledge that (i) the primary purpose of the Veterans' Park will be to principally benefit Veterans and their families, (ii) the Veterans' Park is part of the West Los Angeles Campus of VA, and (iii) that the general community can use Veterans' Park so long as the use is coordinated with and receives prior written approval of VA. VA agrees to provide a timely reply to all requests and that VA approval will not be unreasonably withheld should no conflict exist with use by Veterans and their families.
- B. The parties are entering into this Revocable License in recognition of VA's goal to revitalize the West Los Angeles Campus into a welcoming and vibrant community for Veterans of the Greater Los Angeles area, and help end Veterans homelessness in Greater Los Angeles.
- C. In the spirit of good faith and cooperation, and with the recognition, respect, and reverence for the achievements and sacrifices that countless men and women of our nation's Armed Forces and their families have sacrificed for this country, the parties hereby acknowledge and agree that the City will provide support and services on VA's West Los Angeles Campus for the principal benefit of Veterans and their families, as provided in this agreement.
- D. VA acknowledges its intent that the Veterans' Park remain a park so long as the Secretary of the VA determines in his or her sole discretion that VA and Veterans and their families do not have a need for alternate use of the land.

Section 1. Definitions

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

"Contractor" means each person or firm, who through contractual or other arrangements with the City, provides services, benefits or performs work on the property that is the subject of this Revocable License.

"Dog Park" is used herein in accordance with the meaning thereof as used in the Los Angeles Municipal Code and is intended to refer to an "off-leash dog park" wherein un-leashed dogs are permitted.

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

"Laws" has the meaning set forth in Section 2.G.

"Principally benefit Veterans and their families" means that the resource or service is provided primarily to Veterans and their families; or that the resource or service is designed for the particular needs of Veterans and their families, and the benefit of the resource or service to the general public is included but ancillary to the intended benefit to Veterans and their families. Resources or services whose only benefit to Veterans and their families is the generation of revenue for VA are hereby excluded from this definition.

"Revocable License" has the meaning set forth in the Preamble hereto.

"Term" has the meaning set forth in Section 2.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' Park" refers to the real property (a) known as "Barrington Park" prior to the Effective Date and to be known as "Veterans' Barrington Park" commencing as of the Effective Date (as depicted in Exhibit A below), and (b) located on VA's West Los Angeles Campus at 333 South Barrington Ave., Los Angeles, CA 90049; provided, that, as of and following the Effective Date, the Veterans' Park for which this Revocable License is given shall not include the parking area used for the Veterans' Park as of immediately prior to the Effective Date.

Section 2. Terms and Conditions

A. Revocable License; Term.

1. Subject to the other terms and conditions of this Revocable License, VA, as licensor, hereby grants to the City, as licensee, a revocable license for the use of the real property known prior to the Effective Date as "Barrington Park" and located on VA's West Los Angeles Campus at 333 S. Barrington Ave., Los Angeles, CA 90049, for a term of three (3) years from the Effective Date (the "Term"). The Term shall have the possibility of renewal or extension subject to VA's discretion, including the following factors:

- a. the City providing VA with a written notice of its desire to extend the Term, not less than one year before it is set to expire;
 - b. VA, upon receiving such notice from the City, determines that an arrangement with the City as contemplated herein is still a need as part of VA's intent to revitalize the campus to provide improved services to Veterans and their families; and
 - c. there being no outstanding uncured defaults on the part of the City under this Revocable License, and the City has provided the monetary consideration to VA and services to Veterans as required in this agreement.
2. The parties agree that this Revocable License does not include, involve, regard, or extend to the parking area associated with the real property, as shown on Exhibit A. VA will be permitted to use that parking areas for purposes subject to its sole and absolute discretion, including converting the parking area into a paid parking location, which VA will operate, either directly or through a separate contract. Use of the parking does not preclude paid use of parking by the general public using the park. The City will have no claim of right to any of the parking proceeds generated.
 3. Notwithstanding the foregoing, VA may terminate this Revocable License at any time, including during the Term, upon 180 days' written notice to the City. Further, VA may reduce the boundaries of the real property licensed under this Revocable License at any time, including during the Term, upon 180 day' written notice to the City.
 4. In the event that VA revokes this Revocable License prior to expiration of the Term, VA will return a pro-rated amount of the license fee set forth in Section 2.D.1(a) to the City to the extent previously paid.
 5. Notwithstanding the foregoing, nothing in this Revocable License shall limit the ability of VA to make use of Veterans' Park, including for the conduct of Veteran-centric programs to be offered by VA in connection with Veterans' Park. The City and VA will undertake best efforts to ensure that conflicts will not occur between any VA-sponsored activities or programs, and any other scheduled activities or programs.

B. Name of Park.

1. The City shall rename the Park "Veterans' Barrington Park." and shall refer to the Veterans' Park solely by that name, effective as of the Effective Date. VA and the City mutually agree to take all appropriate measures to effectuate this change in the name of the Veterans' Park.
2. Such measures include, but are not limited to, posting promptly, and in any event, within ten (10) days following the Effective Date, notices at the Veterans' Park; within thirty (30) days, signage at Veterans' Park; and within sixty (60) days, notices on the City's websites and other electronic media profiles (such as on Facebook, Twitter, YouTube, and Instagram), which give notice of and effectuate this change in name of the Veterans' Park.

C. Permitted Uses of Veterans' Park.

1. Subject to the terms and conditions of this Revocable License, the City is licensed to permit access to the Veterans' Park by both Veterans and their families and non-Veterans and their families for the uses of the Veterans' Park currently in effect as of the Effective Date (as adjusted to reflect the first-claim and high-priority access to be afforded to Veterans and their families), as well the other permitted uses specified herein. The City shall require all dogs at the Veterans' Park to be kept on a leash unless the dogs are otherwise physically present in an area designated as a "Dog Park" as described later in this agreement.
2. Veteran Priority Access and Use of the Veterans' Park: VA and the City agree that the purpose of the Veterans' Park is to principally benefit Veterans and their families, and that the general community can use Veterans' Park, so long as such use receives VA's prior written approval. Any such approval must be reviewed by VA and renewed not less than annually. Veterans and their families will be given first claim and priority access to the Veterans' Park and to all resources of the Veterans' Park, above all non-Veterans and their families unless it conflicts with a previously coordinated and approved general community use. Veterans shall be permitted to request to use the Veterans' Park upon submitting a written request to VA with a copy to the City, indicating the proposed activity, date, and time for the activity. Such requests may include for example, social events, athletic events, recreational league events, graduation events, etc. VA will advise the City of the request and provide a written reply to the requestor within ten (10) working days, plus any additional time that VA and the requestor agree to in writing. All such events shall be conducted in a manner that is in compliance with applicable Federal, State, and local laws and regulations.
3. The City shall develop and prominently post signage and park rules that give full force and effect to Section 2.C.2 above. Signage and park rules will be prominently and permanently posted, including, without limitation, on the City's websites. The City shall comply with this Section 2.C.3 promptly and in any event no later than thirty (30) days following the Effective Date. The City will provide VA with a reasonable opportunity to review and comment upon such signage and park rules before they are posted or otherwise distributed.
4. Subject to the terms and conditions of this Revocable License, the City is licensed to provide non-Veterans and their families with access to resources of the Veterans' Park.
5. Dog Park Area:
 - A. The City will also use its best efforts to find one or more alternative locations off VA property, to relocate the Dog Park, and to identify those locations to VA and the local community within 180 days after the Effective Date.
 - B. The City will within one (1) year of the Effective Date and at no cost to VA, take all steps necessary to reduce the Dog Park by up to 50% of its current size, convert the eliminated portion of the Dog Park to green

space by, among other steps, removing the existing wood chips in that area and adjust the existing fence so that it will enclose only the remaining area of the Dog Park. For the avoidance of doubt, the parties agree that VA has discretion both during the term of this Revocable License and thereafter to decrease the reduced Dog Park area further (including, for example, for the provision of training facilities associated with the Dog Park) or eliminate the area in its entirety, if VA determines in consultation with the local Veteran community that doing so is in the interest of VA and Veterans. However, all costs associated with reconfiguring the dog park further beyond the initial 50% reduction shall be done at no cost to the City.

- C. Within ten (10) days of the Effective Date, the City will provide notices to the local community regarding the planned up to 50% reduction in the size of the existing Dog Park. The City notices shall be advertised conspicuously throughout the Dog Park area and on City's website, and shall in no way criticize VA for the reduction closure of the Dog Park. The City will provide VA with a reasonable opportunity to review and comment upon such notices before they are finalized, posted, and distributed.
6. Within thirty (30) days of the Effective Date, the City shall post notices stating that the parking area of the Veterans' Park will be converted to a paid parking location, and providing notice of the anticipated start date for parking enforcement, which VA will determine. All costs associated with paid parking including but not limited to parking meters, pay stations, staffing, enforcement and/or fee collection shall be the responsibility of VA. The City shall be responsible for the parking lot general maintenance associated with trash pickup and landscape maintenance only.

D. License Fee; Other City Obligations.

1. In addition to the agreements and mutual promises set forth above, the City shall furnish the following consideration in exchange for this Revocable License:
 - (a) The City (through its Department of Recreation and Parks), agrees during the term of this agreement to advertise and promote the hiring of Veterans at City parks (with emphasis at Veterans' Barrington Park). In addition, the City agrees to hire Veterans at a total annual cost of not less than Two Hundred Thousand Dollars (\$200,000), and provide a written report by February 1 of each year, detailing the extent to which the City has met this requirement for the previous year. Upon VA receiving each such report, VA shall have the right to review and audit the report, and have sole discretion as appropriate to: (i) require that any underage that exists in terms of the City having failed to meet the \$200K/year requirement for the prior year, to be carried over to the next year of the agreement (for the City to meet that underage amount plus the \$200,000 per year requirement for that next year); with the caveat that, (ii) if the City encounters an underage in meeting the \$200,000 per year in the Veteran hiring requirement for two consecutive years during the term of this agreement, VA shall be permitted to require that the City pay to VA the

dollar amount of the underage as an annual rental payment, which the City shall pay to VA within forty-five (45) days of the invoice from VA.

- (b) The City will continue to provide maintenance and staffing of the Veterans' Park by City personnel (as modified by Section E.1) at no less than current standards, and in any event, the City shall at all times keep the premises in a sanitary condition satisfactory to VA.
- (c) The City in coordination with GLA, will assist with planning, and help implement activities at the Veterans' Park that will be open to Veterans and their families, Activities may include (but not be limited to) athletic, recreational, rehabilitation, social or therapeutic sports league programs. Activities will be planned in consultation with Veterans, Veterans Service Organizations, and the community.
- (d) During the Term, the City will assist VA with coordination for use of the Veterans' Park for VA-sponsored events, such as Veteran-focused concerts and movie nights, and will allow up to three (3) such events per year at no cost, subject to VA's responsibility to pay all other costs incurred in connection with the events.
- (e) By no later than six (6) months after the Effective Date, the City will establish, publicly announce, and commence at least one (1) athletic, recreational, rehabilitation, or sports league programs for Veterans during the Fall, Winter and Spring seasons.
- (f) The City will work with VA and the local community to design, commission, erect, and dedicate a memorial (comprising a U.S. flag and plaque dedicating the Veterans' Park to Veterans) to Veterans to be located in Veterans' Park. This dedication of this memorial will take place no later than one (1) year after the Effective Date. The City will be responsible for up to a maximum of \$100,000 in out-of-pocket costs for this memorial. The purpose of this memorial will be to honor Veterans and to educate both Veterans as well as the broader community about the Veteran-centric nature of Veterans' Park.
- (g) The City will conduct a beautification program in consultation with VA in order to improve the appearance of Veterans' Park and its facilities. The cost of this beautification program will be borne exclusively by the City but shall not exceed \$50,000 in direct out-of-pocket costs to the City. This beautification program shall be completed no later than one (1) year after the Effective Date.
- (h) **City Maintenance Requirements:** The City will maintain the license area and the parking area during the Term of this License, and keep the same in a safe, clean, and sanitary condition. This requirement shall include landscaping and trash removal.

E. Employment and Hiring

1. In accordance with applicable State and local laws, the City shall make best efforts to hire Veterans on a priority basis when having contractors or and or City personnel construct, operate, or maintain improvements at the Veterans' Park.

F. Audit and Reporting.

1. On an annual basis during the Term, no later than ninety (90) days before each anniversary of the Effective Date, VA and the City shall engage an independent third-party auditor to prepare a report regarding the City's performance of its obligations under this Revocable License, and deliver concurrently to the parties a written report detailing the extent to which the obligations contained in this Revocable License are being fulfilled by the City and providing specific recommendations to address any identified deficiencies going forward. The independent audit report shall contain a section containing feedback and input from stakeholders the auditor solicits and receives as part of its audit report preparation, including, without limitation, the California congressional delegation, the former Plaintiffs in the *Valentini v. McDonald* litigation, Veterans Service Organizations, and Veterans, through means such as, but not limited to, town halls, interviews, and surveys. VA and the City shall be responsible to cover the costs for each independent audit on a 50/50 basis.
2. Within sixty (60) days of the parties' receipt of each third-party independent audit report prepared in accordance with Section 2.E.1, they shall review the report and engage in good-faith discussions to address the auditor's 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 can include, but are not limited to, adjusting the levels and types of monetary and in-kind consideration set forth in this Revocable License. Any adjustments made will be memorialized in a written amendment to this Revocable License, signed by authorized officials of the parties.
3. During the Term of the License, the City will maintain to the satisfaction of VA, books and records documenting the status of the City's delivery of the rent and consideration agreed to under this license, and will make such records available upon request within ten (10) days to any resident of the City, any Veteran, or any Veterans Service Organization.

G. Compliance. Any use made of property affected by this Revocable License, and any construction, maintenance, repair, or other work performed thereon by the City, including, without limitation, the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to VA.

H. Applicable Law and Ordinances. Notwithstanding anything to the contrary, this Revocable License shall at all times be subject to applicable Federal laws, codes, ordinances, and regulations, including but not limited to, the Anti-Deficiency Act (Title 31 U.S.C. Sections 1341 and 1501), and the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680). In the exercise of any privilege granted by this Revocable License, the City shall comply with all applicable federal, state, local government, and municipal laws, statutes,

ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, "Laws"), including, without limitation, Laws regarding wages and hours, health, safety, building codes, emergencies, and security.

- I. **Damage.** Except as may be otherwise expressly provided herein, no United States property shall be destroyed, displaced or damaged by the City in the exercise of the privilege granted by this Revocable License without the prior written consent of VA and the express agreement of the City promptly to replace, return, repair and restore any such property to a condition satisfactory to VA upon demand.

- J. **Indemnification.** To the fullest extent permitted under applicable laws, codes, and ordinances, the City shall indemnify and hold the United States, its agents, and employees harmless 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 City of the privilege granted by this Revocable License, or any other act or omission of the City, including failure to comply with the obligations of this Revocable License. Furthermore, the liability, if any, of the United States (VA) for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680).

- K. **Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this Revocable License shall be stored, relocated or removed from the site, and returned to its original location upon the earlier expiration or termination of this Revocable License, at the sole cost and expense of the City, as directed by VA.

- L. **Operation.** The City 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 federal government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

- M. **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 West Los Angeles Campus.

- N. **Nondiscrimination.**
 - 1. The City stipulates as follows with respect to each Contractor:
 - (a) During the performance of this Revocable License the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, medical condition, age, marital status, domestic partner status, sex, sexual preference/orientation, Acquired Immune Deficiency Syndrome (AIDS) - acquired or perceived, or retaliation for having filed a discrimination complaint (non-discrimination factors). The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to the non-discrimination factors including, and not limited to activities, of: upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay of other forms of compensation; and selection for training,

including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment the nondiscrimination factors.

- (b) The Contractor will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned non-discrimination factors.
- (c) The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by Contractor and/or any subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 2. The City will furnish a copy of such contracts to VA.
- 3. For the avoidance of doubt, the breach by the City of any conditions relating to nondiscrimination shall constitute sufficient cause for revocation of this Revocable License.

O. **No Transfer, Assignment or Sublicense.** This Revocable License is personal to the City. Any attempt to transfer or assign this Revocable License, or sublicense any of the privileges or interests granted hereunder, shall automatically and immediately terminate it, without the need for any further action by either party hereto.

P. **Notices.** Any notice required hereunder shall be in writing and shall be addressed as follows, along with such other addresses as either party may indicate in writing to the other party:

For Notices to VA:

Mr. Alan Trinh
VA Contracting Officer
U.S. Department of Veterans Affairs
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

With copy to:

Cameron Gore, Esq.
Deputy Chief Counsel (RPLG/025A)
U.S. Department of Veterans Affairs
Office of General Counsel
810 Vermont Avenue, NW
Washington, DC 20420

For Notices to the City:

Mr. Cid Macaraeg, Director
Real Estate & Asset Management
Planning, Construction & Maintenance Branch
Department of Recreation & Parks
221 North Figueroa Street, Suite 400
Los Angeles Ca 90012

Email:

Phone:

Fax:

All notices and communications given under this Revocable License shall be deemed to have been duly given and received: (a) upon personal delivery, or (b) as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (c) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (d) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this section.

Q. Implementation of Revocable License.

1. By ^{OCTOBER 1, 2016} [insert date], VA and the City shall each appoint a "Chief Liaison" to serve as their primary contact points on behalf of the parties, to ensure successful implementation of this Revocable License.
2. As necessary, the Director the of West LA Campus and the Mayor of the City of Los Angeles shall engage in good faith discussions to resolve any matters that either of them raises with the other in connection with this Revocable License.
3. Any changes to the terms or amendments to this Revocable License shall be in writing, and signed by authorized representatives of the parties.

(Signature Lines to follow)

City of Los Angeles:

By:
Michael A. Shull
General Manager
Department of Recreation and Parks

Sign: _____



Date: _____

9/1/16

U.S. Department of Veterans Affairs

By:
Alan Trinh
VA Contracting Officer

Sign: _____



Date: _____

9/1/2016

Exhibit A

A map of the real property known prior to the Effective Date as "Barrington Park"