

## Communication from Public

**Name:** Noel Weiss  
**Date Submitted:** 08/24/2021 04:29 AM  
**Council File No:** 19-0126-S2  
**Comments for Public Posting:** Please see attached letter objecting to the format and protocol attendant to the Motion to Amend the PATH (sub) lease concerning its operation of the Griffith Park Bridge Temporary Bridge Shelter Project

**NOEL WEISS**

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August 24, 2021

**MEMBERS OF THE LOS ANGELES  
CITY COUNCIL**

**Via Email**

Los Angeles City Hall  
200 North Spring Street  
Los Angeles, California 90012

**RE: ITEM NO. 36 – AGENDA FOR WEDNESDAY AUGUST 25, 2020**  
**COUNCIL FILE NO. 19-0126-S2 – AMENDMENT OF CITY’S**  
**“LEASE” WITH PATH – CORRECT & CURE REQUEST UNDER THE**  
**BROWN ACT**

**PROJECT SITE: 3210-3248 RIVERSIDE DRIVE**  
**EXHAUSTION OF ADMINISTRATIVE REMEDIES LETTER**

Dear Councilmembers:

I write on behalf of Friends of Waverly, Inc. in connection with the pending motion filed by Councilwoman Raman on August 18, 2021<sup>1</sup> to AMEND the City’s (no-rent) lease with PATH General Services from a potentially infinite term

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<sup>1</sup> Notice of this motion to the public is not timely because it was only just posted on the Council-File website on August 23, 2021. I got notice of this motion by way of email received at 8:00 pm Monday night, August 23, 2021. . . That is less than the 72 hours notice mandated by law (Government Code §54954.2 (Brown Act)).

LACityClerk Connect - Council File Update



City Clerk <Clerk-ENSLA@lacity.org>  
8/23/2021 8:00 PM

To: noelweiss@ca.rr.com

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to a (fixed?) three-year (sub-lease) term in connection with PATH'S operation of a bridge housing facility on the grounds of Griffith Park, at 3210-3248 Riverside Drive, Los Angeles, California.

While it is appreciated that the Council is attempting to act to cure the legal infirmities which infected its prior action of May 5, 2020 (when the Council acted unlawfully to approve the PATH (sub?) lease),<sup>2</sup> the proposed council action is unlawful and violates the Charter for the following reasons:

1. The motion does not clearly disclaim the (sub) lease provision which states that at the end of the (sub) lease term, the lease becomes a month-to-month lease. Such a month-to-month provision makes the (sub) lease one of potentially infinite duration. In the absence of such clarification, the (sub) lease can be construed as one exceeding a five year term, and thus is only lawful if approved by way of Ordinance;
2. Insufficient notice was given to the public under the Brown Act. Under Government Code §54954.2 (Brown Act), public notice of 72 hours was required. The public was only first given notice at 8:00 pm on August 23, 2021, for a hearing on August 25, 2021, at 10:0 am;

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**Council File Number:** [19-0126-S2](#)

**Council File Title:** 3210 and 3248 Riverside Drive / Temporary Bridge Housing / People Assisting the Homeless (PATH) / Lease Agreement

**Latest Action Taken:**

<b>Date</b>	<b>Activity</b>
<b>08/23/2021</b>	City Clerk scheduled item for Council on August 25, 2021.

<sup>2</sup> The Council's action was unlawful because the Council's action was inconsistent with the action of the Board of Recreation & Parks Commissioners which approved a **maximum** three-year lease term with no extensions. If the Council objected to the action of the Board, it could have vetoed that action under Section 245 of the Charter and return the matter to the Board for reconsideration. The Council did not do this. Instead, it unilaterally amended the terms of the sub-lease to 5 years (three years with two one-year options), and then to a month-to-month thereafter (an infinite lease). The Charter does not permit the Council to do this. The Council also did not pass an Ordinance as required by the Charter.

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3. The Motion referenced Council Rule 51 (the provision which controls the protocol attendant to the Council's reconsideration of matters previously acted upon). The Council last acted upon this matter on May 5, 2020. The rule relied upon (Rule 51) only allows for reconsideration of a prior Council action where the reconsideration motion is filed within one council day after the Council's prior action.

Were one being cynical, one might conclude that the Council is engaging in a bit of a pander here by purposely engaging in an act which it knows, or should know, is not lawful; thus giving the false impression of appearing to take an action which the Council knows it lacks the authority to undertake in the manner the Council has chosen to proceed.

Regardless, public confidence, coupled with the need for the exercise of basic competence in action, dictate that the Council act lawfully.

Lawful action in this context would consist of:

- (i) Making it clear that the proposed (sub) lease amendment includes a provision which **completely disclaims** any month-to-month tenancy at the expiration of the three-year lease term (i.e. that the **maximum** lease term for the use of the Bridge Shelter facility is to be **three years**, commencing from the date operations commenced at the Bridge-Shelter facility (which date should be identified in the motion);
- (ii) Declares that the Council's expectation is that at the end of the lease term (so identified), the structure and improvements remaining on the property revert back to the Department of Recreation & Parks for use as to be determined by the Board of Recreation & Park Commissioners;
- (iii) That the motion be accompanied by the proposed (sub) lease amendment and the proposed implementing amendment under PATH's Service Agreement with LAHSA (neither of which are attached to the present motion so the public is left in the dark as to the details and specifics of how the Council's directive is to be carried out);
- (iv) That the motion be accompanied by a description of the reason why the Council proposes to take this action. The (sub) lease with PATH was

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borne out of a bait & switch tactic foisted on the public by former Councilman Ryu where representations were made that the bridge shelter would operate only for three-years, maximum (which was the action of the Board of Recreation & Park Commissioners); only to be contradicted by the Council's actions approving a (sub) lease with a potentially infinite lease term (three years with two one-year options (5 years), and month-to-month thereafter (making the lease term potentially infinite))<sup>3</sup>; and

- (v) That the Council's action be taken in a manner consistent with the Brown Act and the Council Rules (i.e. that timely notice be given to the public of the Council's action, and that the matter be referred to the appropriate Council committee having jurisdiction over the matter (the Homeless & Poverty Committee) consistent with Council Rule 51).

The present motion fails to meet any of the foregoing criteria. As such, any action by the Council acting on this motion would not be lawful.

The request is therefore that the Council act lawfully with respect to the PATH (sub) lease.

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<sup>3</sup> This matter was never thoroughly discussed or debated by the full council. The Council Committee having jurisdiction, the Homeless & Poverty Committee, has never held a hearing on this matter (nor has it waived a hearing). No discussion was ever held on the need to reimburse the park rangers for having to devote time and resources policing the area around the bridge shelter project and providing security (LAPD does not provide security as the Bridge Shelter is on park property; and we are in a "defund the police" mode of thinking at the moment). No discussion has been held over how the Department of Recreation & Parks is to be reimbursed for the use of its land by the City; nor has it been made clear who owns the improvements constructed at the end of the lease term. Also to be noted is that the project was 50% over budget (final cost: \$7.0 million against a "budget" of \$4.5 million) and approval by Rec. & Parks was premised on the project's cost not exceeding \$4.5 million. Finally, the indemnity due the Department of Recreation & Parks by the City, by LAHSA, and by PATH is not clearly spelled out in any documentation presented to the Council to date. The term sheet presented on May 5, 2020, just noted that "the City" is to be indemnified. However, it should be that the *Department of Recreation & Parks* is to be indemnified by the City, by LAHSA and by PATH given that the Department under Article V the Charter is a separate legal entity (Charter Sections 590-597) with its own independent funding.

INSURANCE  
(City)

Tenant shall indemnify and hold harmless the City
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Thank you for your consideration of the points and issues raised in this letter.

Respectfully submitted,



NOEL WEISS

NW: nww  
0824-L1. CC

## Communication from Public

**Name:**

**Date Submitted:** 08/24/2021 07:37 PM

**Council File No:** 19-0126-S2

**Comments for Public Posting:** I am writing in today to ask that the council please oppose the amendments that Ms. Raman has made to the lease agreement. Our Mayor, Councilmember, and others have stated on multiple occasions that the bridge shelter, located at 3210 and 3248 Riverside Drive, would operate for 3 years and would then be converted to a senior center. However, the city then signed a lease with PATH for 3 years, AND included provisions for 2 automatic extensions, each being one year, and then automatically converting to a month-to-month arrangement thereafter. The lease, as written, exceeds the City's authority, and Recreation and Parks was not party to the lease, but the property upon which the shelter was built is wholly part of Griffith Park. Ms. Raman's office is proposing that the lease be amended to address some of the issues however, her motion does not address the primary issues listed below. First: It's important to note that although the Motion is dated Aug. 18, 2021, the public notice of this motion was posted at 8:00pm Aug. 23, 2021. It is now on today's meeting agenda and scheduled for a vote. This process has failed to provide the public with the 72 hours advance notice, as is required under the Brown Act. Second: Ms. Raman's amendment does not fix the lease term to 3 years. The extensions have been removed, but the month-to-month provisions remain which leaves this lease open to a non-ending term. Third: This motion has not been reviewed by committee. Fourth: Although the Bridge Housing sits on park property, Recreation and Parks have never signed the lease, nor have additional funds been provided to them. The Park Rangers in particular have seen an increased demand however no additional funding has been provided. The city has broken every promise provided to the communities regarding the security and terms surrounding Bridge housing. This location is no different. We were assured this Bridge Housing (homeless shelter) would be in our community for a period of 3 years and would then be converted into a senior center. I respectfully request that the members of this council reject the amendments made by Ms. Raman and correct the lease terms to what our community was promised. Thank you, Susan Collins