

## Communication from Public

**Name:** Noel Weiss  
**Date Submitted:** 05/05/2020 08:31 AM  
**Council File No:** 18-0651-S3

**Comments for Public Posting:** This general public comment is being sent to the Council in opposition to the proposed action by the Council. . . A general comment in opposition has also been submitted in Council File No. 19-0126-S2. It can be summarized as follows: 1. The Brown Act is violated because this matter was not agendized timely and put on the internet on a timely basis; 2. The proposal violates Chapter 594 of the Charter because it unlawfully permits the use of park property for non-recreational or non-park purposes; 3. There was no competitive bidding for this (unlawful) "sub-lease". This violates Charter Section 595 because the privilege to not bid for services is qualified by the requirement that such non-bidding only applies where the proposed use is for park and recreational purposes. The Griffith Park Bridge Shelter Project does not constitute a park use or a recreational use. If the use is otherwise lawful, which is disputed, competitive bidding is required. Instead, the "sub-lease" was given to a favored City Hall insider. This is wrong and contravenes the Charter; 4. This proposed "sub-lease" (which is unlawful) was, in any event, never authorized by the Board of Recreation & Parks Commissioners who, under the Charter, have the exclusive rights and powers over the operation and use of park property. The Council has no power under the Charter to unilaterally authorize this action; 5. The interests of the Rec. and Parks Department are legally compromised and as such conflict with the Charter, and specifically Sections 584 and 595, which give the Department of Recreation & Parks the exclusive right, power, and authority to ensure that the Charter's mandate, that the parks be used exclusively for the public's use as a park and for related recreational uses, subject to very narrow exceptions, none of which apply here. Injuries or claims occasioned by the negligence of PATH or the City in the operation of this Griffith Park Bridge Shelter Facility will be asserted against the Department of Recreation & Parks. Yet, there is no MOU between the City and the Department of Rec. & Parks where the City will fully indemnify the Department from the City's or PATH's operation of this facility. PATH's promise to indemnify the City is unsecured. No promise to indemnify the Department is included. The proposal is thus inadequate as a matter of fact and as a matter of law. 6. There is zero rent being paid to the Department of

Recreation and Parks. This is wrong. It contravenes the Charter and constitutes an unlawful give-a-way of park property. 7. There are no metrics to measure the performance of PATH. This further exposes the Department to liability without benefit of any meaningful protection. 8. The five-year "sub-lease" was never authorized by the Board of Recreation and Park Commissioners. The provision for the two one-year options is therefore unlawful. 9. The City has neither appropriated, nor budgeted any monies for the operation or maintenance of the Griffith Park Bridge Shelter Facility. This puts the Department of Recreation and Parks at further financial risk and exposure. It reinforces the unlawfulness of the proposed action; 10. The General Services Department has no authority to negotiate this "sub-lease". At best, any authority given to the General Services Department was for a "license", not a "sub-lease" to any unidentified third-party. The City never entered into an MOU with the Department that was approved by the Board of Recreation and Park Commissioners to protect the Department's interests. The City Attorney (now a candidate for Mayor) has not opined on this matter and the conflicts of interest (political, legal, practical, and economic) which exist. Before the Council acts, the Council needs to hear officially from the City Attorney. 11. There are no meaningful provisions for the protection of the safety of Griffith Park or its visitors, or its neighbors. No monies are provided for payment to the Griffith Park Rangers; or to LAPD to patrol the area on a regular (versus overtime) basis. This renders the proposal incompetent. This, combined with the lack of any City funds to maintain the infrastructure of the facility (which is near an earthquake fault) reinforces the unlawfulness of the City's conduct in approving this proposed "sub-lease".

## Communication from Public

**Name:** Noel Weiss  
**Date Submitted:** 05/05/2020 07:36 AM  
**Council File No:** 18-0651-S3  
**Comments for Public Posting:** See attached letter. . . in Opposition to Council's proposed action.

**NOEL WEISS**

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May 5, 2020

**MEMBERS OF THE LOS ANGELES  
CITY COUNCIL**

**Via Email**

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

**RE: ITEM NO. 27 – AGENDA FOR TUESDAY, MAY 5, 2020**  
**COUNCIL FILE NO. 19-0126-S2 – “LEASE” WITH PATH**

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

Dear Councilmembers:

I write on behalf of Friends of Waverly, Inc. ***in opposition*** to the pending motion for authority sought by the Department of General Services to negotiate a “lease” (which is really an unlawful “sub-lease” with PATH to operate a bridge housing facility on the grounds of Griffith Park, at 3210-3248 Riverside Drive, Los Angeles, California.

The grounds of the opposition are as follows:

1. The agenda item violates the Brown Act because insufficient notice was given to the public to be able to comment on this proposal;
2. The Department of Recreation & Parks never authorized the City to sub-lease any Rec. & Parks property to a third-party; or to operate any facility located on Rec. & Parks property.
3. The term of the proposed “sub-lease” (up to five years) exceeds the three-year maximum for the “license” the Board did (unlawfully) approve and (unlawfully) gave the City (and the City only, with no right of sub-lease) to operate the bridge shelter facility;

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4. The proposed “sub-lease” violates Charter Section 594 because it is a use of park property, over which the Department of Recreation & Parks has exclusive control, for a purpose which is not authorized by the Charter. Park property may only be used for park purposes and recreational purposes. This Griffith Park Bridge Shelter Facility is neither;
5. The Department of Recreation & Parks receives zero rent for the use of its property. This also violates the Charter. The Board never approved such a give-a-way of the use of its property;
6. There was no bidding for this project. Charter Section 595 authorizes the absence of bidding only where the proposed use is for park purposes. As this use is not for recreational or park purposes, competitive bidding is required. There was no competitive bidding for this (unlawful) “sub-lease”. Awarding a contract to PATH, a City-Hall insider and favorite of the Mayor is therefore unlawful;
7. A copy of the proposed “sub-lease” is not attached. The public is prejudiced thereby;
8. Public health, welfare, and safety are compromised because there is no provision of adequate security of the facility, the surrounding community, or the park area around the Griffith Park Bridge Shelter facility. Griffith Park law enforcement is handled by the Park Rangers. No provision is made for the compensation of the Department for any services required of the Rangers. PATH just provides one security guard. That is clearly inadequate. There are no funds for LAPD to patrol the area, contrary to the promises made by Councilman Ryu. The Mayor’s budget provides only for overtime funds to LAPD to patrol Bridge Shelter Sites. It is not clear whether that includes this Griffith Park Bridge Shelter Facility, and if so, to what extent, because the funds allocated are for over-time. In short, public safety is compromised; Griffith Park safety and protection is compromised; and PATH is not required to provide any specifics by way of insurance to back its promise of indemnity; and it is not clear that PATH has the financial resources to indemnify either the City or the Department of Recreation & Parks, whose interests are not protected at all by this proposal. What is required, at a minimum, is an “MOU” (Memorandum of Understanding) between the City and the Department of Recreation & Parks on how Griffith Park and the public visitors to Griffith

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9. The proposal is completely lacking in any mention of the metrics or standards by which PATH's performance as operator (assuming the proposed "sub-lease" is lawful, which it is not) is to be measured. This is particularly relevant because (i) the City is broke; (ii) the Mayor's budget commits zero dollars (\$0) to the operation of this facility (all the funds to construct the facility come from an HHAP one-time grant which is over-subscribed by at least \$15 Million), which (ii) unlawfully were "borrowed" from the Contingency Reserve in December, 2019, and in February, 2020, and which cannot be repaid in full because they have been over-subscribed, in anticipation of being repaid (a clear abuse of the Contingency Reserve Fund protocol), yet (iv) the City is supposed to pay to maintain the building's systems (the Mayor's budget provides zero dollars to meet this commitment). In addition, the City remains on the hook to have to repay the state for the \$7 Million it has spent on constructing the facility because the City's application to the State falsely stated the monies would be used for a bridge shelter facility when, after 3 years, the City plans to convert the facility to a Senior Citizens Center (a clear misuse of state funds and a "bait-and-switch" on the state;
10. The Department of Recreation & Parks never approved of the free use of its property by an unidentified third-party, on the terms stated in this proposal, or otherwise.
11. The Department of General Services is not authorized in law to sign "Service Provider Lease Agreements", be it with PATH, or any other Third-Party. Any "consent" obtained by the City from the Board of Recreation & Parks Commissioners, assuming the Board's action to have been lawful, which it was not, was premised on the project costing \$4,647,000. The cost of the Griffith Park Bridge Shelter Project is now at \$7,046,255, which is a 51.63% budget-buster. No discussion or approval was ever given to a project which exceeded the budget by over 50%; nor was any approval given for the City to grant a "sub-lease" for zero rent; nor is the Board even empowered under the Charter to permit park property to be used for non-park or non-recreational Purposes; be it to PATH, or any other third-party. The potential liability exposure to the Department is massive. No provision for insurance is noted; just an unsecured promise of indemnity. The rights of the Department of Recreation and Parks are being 100% compromised by this unlawful action. No provision is made for the payment of the extra security needed by the Park Rangers to protect the park and the public.

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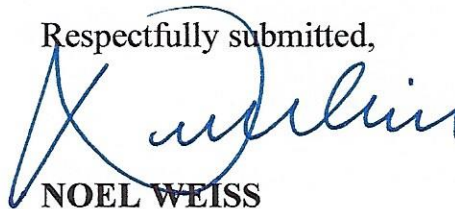
This proposed "sub-lease" is a sloppy, maladministered, improvident, unlawful action. It must be rejected by the Council.

In the absence of the matter being continued and/or the proposal and authority being rejected, suit will be brought to void out the Council's action as an abuse of discretion, as an unlawful action, and an error of law.

Before the Council moves forward, (i) the matter should be properly agendized, and (ii) the City Attorney (who is now a declared candidate for Mayor) should provide, as he often does, a legal opinion declaring the Council's action in this instance lawful and stating the reasons why.

Thank you for your consideration of the points and issues raised in this letter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Noel Weiss", is written over a circular stamp or seal.

**NOEL WEISS**

NW: nww  
0505-L1. CC