

WHEREAS the City of Los Angeles (“City”) plans to convert the Ramada Inn at 3130 Washington Blvd, Venice, CA 90291, a lower-cost visitor serving accommodation, into interim housing for the homeless (“Project”);

WHEREAS the Project will be managed by People Assisting The Homeless (“PATH”);

WHEREAS the City did not provide the Venice Neighborhood Council with notice or a reasonable opportunity to provide input regarding the Project, nor were public hearings held before the Venice Neighborhood Council, as required by Sections 907 and 908 of the City Charter;

WHEREAS similar projects in Venice, including A Bridge Home Sunset Pacific and the Cadillac Hotel Roomkey program, have directly or indirectly led to a massive increase in homeless encampments, increased property and violent crime, and increased calls for service by LAPD and LAFD;

WHEREAS the Project is located right in the middle of a residential neighborhood, surrounded by hundreds of homes, preschools, elementary schools, and small businesses;

WHEREAS the Project is within a Sensitive Use Area due to the proximity of less than 500 feet from Little Garden Preschool;

WHEREAS the City Council recently passed Motion 55A, which permits the City to restrict sitting, sleeping, lying, storing personal property, or otherwise obstructing the public right-of-way in an area designated by Council resolution that is within up to 1,000 feet of a facility opened after January 1, 2018, providing shelter, safe sleeping, safe parking, or navigation centers for persons experiencing homelessness;

WHEREAS since mid-December 2020, community members have tirelessly negotiated in good faith with the City regarding this Project, working to avoid appeals and litigation with the desire to speed opening and safe operation of this specific location;

WHEREAS the Bureau of Engineering has issued a Coastal Development Permit which includes the following vague and limited conditions: Install and thereafter maintain a rear barrier along Harrison Ave. to provide better control over access to the project site via Washington Blvd; PATH staff on-site iii; Overnight security guards located on-site; Security cameras; Community hotline; and HMIS will assist residents to find permanent housing and homeless services¹;

WHEREAS the City has rejected all additional reasonable safety accommodations requested by the local community and has failed to provide reasonable assurances that the Project will be operated in a manner that protects the safety of the surrounding neighborhood;

¹ See <https://eng2.lacity.org/techdocs/emg/Ramada/Coastal%20Development%20Permit%202021-01.pdf>

THEREBY it is requested the Los Angeles City Council, Mayor Eric Garcetti, and City Attorney Mike Feuer enter into this Community Benefit Agreement (“CBA”) with the stakeholders located within 1,000 feet of the Project, including neighborhoods of President’s Row and the Oxford Triangle in Venice and Marina Del Rey. This CBA contains reasonable operating conditions and a remedy for failure to maintain the Project in a safe manner, as described in the CBA.

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COMMUNITY BENEFIT AGREEMENT

A. General Public Safety Accommodations

- Intensive Client Screening: Residents should be screened including but not limited to violent criminal activity (broadly defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage), current abuse or pattern of abuse of alcohol or drugs, and those subject to lifetime sex offender registration;
- Prohibition against camping within 1,000 feet of the Project;
- Require PATH to extend its security obligations into the surrounding neighborhood, specifically Harrison Avenue;
- Pedestrian gates to Harrison Avenue be designated Emergency Only;

- Install and thereafter maintain an 8-foot permanent rear barrier along Harrison to provide better control over access to the Project via Washington;
- Meetings with PATH and the City will be held with neighbors within 1,000 feet every six months;
- Any future conversion to Permanent Supportive Housing be subjected to a new CDP approval process;
- Increased LAPD presence and patrols to the President's Row and Oxford Triangle neighborhoods to ensure public safety;
- City to install additional street lighting on the south side of Harrison Avenue, directly across from 1110 to 1140 Harrison Avenue;
- No shelter-related parking on Harrison Avenue or the surrounding neighborhoods;
- The City and PATH will not maintain the development in a manner that directly or indirectly:
 - Jeopardizes or adversely affects the public health, peace, or safety of persons residing or working on the premises or in the surrounding area; or
 - Constitutes a public nuisance; or
 - Results in repeated nuisance activities, including, but not limited to, disturbances of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, excessive littering, illegal parking, excessive loud noises (especially in the late night or early morning hours), traffic violations, curfew violations, lewd conduct, police calls for service, or police detentions and arrests; or
 - Adversely impacts nearby uses; or
 - Violates any other city, state, or federal regulation, ordinance, or statute.
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B. Two Step Abatement & Arbitration Procedure

1. Voluntary Abatement

Any resident or business within 1000 feet of the exterior boundaries of the project may submit a written complaint to PATH and the City concerning violations of agreed-upon public safety accommodations. The complaint will specify the nature of the violation or problem. The parties will meet within 30 days of the written complaint to meet and confer in good faith about a voluntary abatement plan to bring operation of the facility within the requirements set forth above. PATH and the City shall then have 30 days to implement the voluntary abatement plan to remedy the violation or problem.

If PATH and the City fail to adequately implement the voluntary abatement plan within the established timeline, complainant has the right to request that the matter be referred to binding arbitration.

2. Binding Arbitration

The parties agree that any complaint filed by any resident or business within 500 feet of the exterior boundaries of the project that cannot be mutually resolved after meeting and conferring in good faith and giving PATH and the City the opportunity to voluntarily abate the violation or problem within 30 days shall be submitted to binding arbitration.

The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The selection of an arbitrator through JAMS shall be pursuant to JAMS Rule 15. The venue of the arbitration shall be in Los Angeles, California.

The arbitrator will have the ability to require the modification, discontinuance, or revocation of the CDP, and the ability to impose conditions of operation as he or she deems appropriate, including those necessary to protect the best interests of the surrounding properties or neighborhood; to eliminate, lessen, or prevent any detrimental effect on the surrounding property or neighborhood; or to assure compliance with other applicable provisions of law. The arbitrator's decision shall be supported by written findings and shall state that failure to comply with any or all conditions imposed may result in the issuance of an order to discontinue or revoke the CDP.

All arbitration costs and fees are to be paid by the City and/or PATH.