CITY OF LOS ANGELES CALIFORNIA

Agenda Item No. 4

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GENERAL MANAGER
AND
CITY PURCHASING AGENT



DEPARTMENT OF
GENERAL SERVICES
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February 23, 2023

Honorable City Council City of Los Angeles c/o City Clerk Room 395, City Hall Los Angeles, CA, 90012

Attention: Mandy Morales, Legislative Assistant

REQUEST AUTHORITY TO NEGOTIATE AND EXECUTE A LEASE WITH THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND A SUBLEASE AGREEMENT WITH SALVATION ARMY AT 2316 EAST IMPERIAL HIGHWAY FOR USE AS A BRIDGE HOUSING FACILITY

The Department of General Services (GSD) requests authority to negotiate and execute a lease and sublease with the Housing Authority of the City of Los Angeles (HACLA) and subsequent sublease with Salvation Army, respectively, for the operation of A Bridge Home site located at a HACLA owned site at 2316 East Highway, Los Angeles, CA 90059.

BACKGROUND

The City's Homeless Coordinator requested that GSD negotiate a 12-month lease with HACLA and sublease with Salvation Army to provide homeless services at this site.

Through a lease with HACLA, the site has been operating for the last 36 months as an interim housing project as part of "A Bridge Home" that includes, among other things, a membrane structure to accommodate 100 beds (including Americans with Disabilities Act compliant single beds), administration offices, mobile hygiene units with restrooms, showers and lavatories, on-site laundry, a pet relief area, outdoor sitting area for participants, a guard booth, individual storage bins, staff parking, and site perimeter fencing with privacy slats.





TERMS AND CONDITIONS

The current lease and sublease are in holdover. We were waiting on direction from HACLA. Upon this approval, the lease and sublease amendments will amend the term from November 1, 2022 through October 31, 2023. Both agreements will be amended to reflect the extension of the term. A complete set of terms and conditions are outlined on the attached term sheet.

SHELTER SERVICES

Salvation Army is the non-profit organization that has been operating the site for the last three years and will continue to do so. The City identified the Salvation Army as the best service provider to manage and operate the site on a 24-hour, seven days a week basis with experienced staff and security personnel. The Salvation Army is dedicated to ending homelessness with experience providing emergency housing facilities, homeless shelters, transitional living centers, group homes, and family shelters with over 10 million nights of lodging annually. In addition, the Salvation Army also combats long-term homelessness by providing homeless adults, veterans, and children with holistic physical, emotional, and spiritual support. Support services are funded for three years and include case management, mental health and substance abuse oversight. Program participants will remain at the shelter until they identify permanent housing or choose to exit the program.

LAHSA will execute a separate service contract with the Salvation Army to operate the site.

BUILDING MAINTENANCE, UTILITIES, AND LANDSCAPING

The City shall maintain major building systems, including and limited to plumbing, electrical, and mechanical systems such as fire life safety systems that service the entire project.

The Salvation Army shall be responsible for utilities and provide daily routine and preventative maintenance including interior electrical, light fixture(s), smoke detectors, fire extinguishers, localized plumbing drain backups which do not affect the main line, and damage resulting from negligent or other acts or omissions of Salvation Army and its parties. This includes replacement or repair of fixtures, electrical outlets, plumbing, and HVAC damaged as a result of intentional destruction of such property. The Salvation Army will also maintain landscaping, if any.

The CAO advises A Bridge Home Maintenance Fund was established through the CIEP with GSD for bridge home and homeless navigation site maintenance costs. The CAO is working with GSD to confirm ongoing costs and funding sources for Tiny Home Villages and additional Roadmap sites, which will be recommended in a subsequent report.

ENVIRONMENTAL

Through the CAO's 14th Roadmap funding report (CF# 20-0841-S28) approved by the City Council on December 13, 2022, it was determined that the interim housing project involved in this approval was exempt from the California Environmental Quality Act (CEQA). Findings state that this site is statutorily exempt under Public Resources Code Section 21080(b)(4) as a specific action necessary to prevent or mitigate an emergency as also reflected in CEQA Guideline Section 15269(c); Public Resources Code section 21080.27 (AB 1197) applicable to City of Los Angeles emergency homeless shelters. The current leasing approval is an action toward implementing, and in furtherance of, the previously approved and exempt project.

FUNDING

In the CAO's funding report regarding the Homeless Housing, Assistance, and Prevention Grant Program Round 2 (HHAP-2), \$1,505,000 was approved by the City Council and Mayor on June 17, 2022 (CF# 20-1524) for operations of the ABH site through June 30, 2023. On December 12, 2018, the Council and Mayor approved the CAO report dated November 29, 2018, in which \$5,233,512 was approved for construction. \$3,000,000 of these funds were provided through the Homeless Emergency Aid Program Grant (HEAP), \$1,333,333 came from the General City Purpose fund, and lastly, \$900,179 came from the Unappropriated Balance fund.

Services will be provided by the Salvation Army. No funds were allocated for leasing, since the site is located on HACLA-owned land at no cost to the City.

FISCAL IMPACT

There is no anticipated impact to the General Fund at this time.

RECOMMENDATION

That the Los Angeles City Council, subject to the approval of the Mayor, authorize GSD to negotiate and execute a lease agreement with HACLA, and a sublease agreement with the Salvation Army for the "A Bridge Home" site located at 2316 East Imperial Highway, Los Angeles, CA 90059 to operate an interim housing site under the terms and conditions substantially outlined in this report.

Tony M. Royster General Manager

Attachment: HACLA Term Sheet

TSA Term Sheet

LEASING TERM SHEET

MFC DATE	02/23/2023
TENANT	City of Los Angeles - GSD
ADDRESS	111 E. 1st Street, Room 201, Los Angeles, CA 90012
LANDLORD	Housing Authority of the City of Los Angeles
ADDRESS	2600 Wilshire Blvd. Los Angeles, CA
LOCATION	2316 E. Imperial Highway
AGREEMENT TYPE	Lease Agreement
USE	Interim Housing
SQUARE FEET	30,960 Square Feet
TERM	One (1) Year
RENT START DATE	11/1/2022
LEASE START DATE	11/1/2022
OPTION TERM	Two One-Year Option - with 30 days notice
HOLDOVER	Month to Month
SUBLET/ ASSIGNMENT	No Right to Sublease/Assign
TERMINATION	See "Other" Below
RENTAL RATE	\$0.00
ESCALATION	None
RENTAL ABATEMENT	None
ADDITIONAL RENT	None
PROPERTY TAX	None
OPEX	None
CAM	None

OTHER	None
SECURITY DEPOSIT	None
MAINTENANCE/ REPAIR	Tenant
MAINTENANCE/ REPAIR DETAILS	**See "Other"**
TENANT IMPROVEMENTS	None
PARKING	As available on site
UTILITIES	Tenant - To be further defined in the subsequent Sublease
CUSTODIAL	Tenant - To be further defined in the subsequent Sublease
SECURITY	Tenant - To be further defined in the subsequent Sublease
PROP 13 PROTECTION	City is Exempt
INSURANCE (City)	Tenant shall indemnify and hold harmless the City
OTHER:	Term: In the event that the Service Contract terminates pursuant to the terms and provisions of the Service Contract, this Lease agreement shall, without any notice or action, automatically terminate. Lease Agreement is conterminous with Service Contract.

LEASING TERM SHEET

MFC DATE	02/23/2023
LANDLORD	City of Los Angeles - GSD
ADDRESS	111 E. 1st Street, Room 201, Los Angeles, CA 90012
TENANT	The Salvation Army
ADDRESS	3107 S. Grand Ave. Los Angeles, CA 90007
LOCATION	2316 E. Imperial Highway
AGREEMENT TYPE	Sublease Agreement
USE	Interim Housing
SQUARE FEET	30,960 Square Feet
TERM	1 One Year
RENT START DATE	11/01/22
LEASE START DATE	11/01/22
OPTION TERM	Two (2) one (1) year options
HOLDOVER	Month to Month
SUBLET/ ASSIGNMENT	No Right to Sublease/Assign
TERMINATION	LL's option with thirty (30) day written notice. **See "Other"**
RENTAL RATE	\$0.00
ESCALATION	None
RENTAL ABATEMENT	None
ADDITIONAL RENT	None
PROPERTY TAX	None
OPEX	None
CAM	None

OTHER	None
SECURITY DEPOSIT	None
MAINTENANCE/ REPAIR	Tenant
MAINTENANCE/ REPAIR DETAILS	**See "Other"**
TENANT IMPROVEMENTS	None.
PARKING	As available on site
UTILITIES	Tenant
CUSTODIAL	Tenant
SECURITY	Tenant
PROP 13 PROTECTION	City is Exempt
INSURANCE (City)	Tenant shall indemnify and hold harmless the City
OTHER:	Term: In the event that the Service Contract terminates pursuant to the terms and provisions of the Service Contract, this Lease agreement shall, without any notice or action, automatically terminate. Lease Agreement is conterminous with Service Contract. Early Termination: City shall have the unilateral right to terminate this Lease at an time for any reason upon thirty (30) days' written notice to Salvation Army. Maintenance/Repair Details: Salvation Army shall be responsible for utilities and provide daily routine and preventative maintenance including interior electrical, light fixture(s), smoke detectors, fire extinguishers, localized plumbing drain backups which do not affect the main line, and damage resulting from negligent or other acts or omissions of Salvation Army and its parties. This includes replacement or

repair of fixtures, electrical outlets, plumbing, and HVAC damaged as a result of intentional destruction of such property. Salvation Army will also maintain any

landscaping, if any.