

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

Agenda Item No. 8

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT

DEPARTMENT OF
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April 16, 2020

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

Attention: Armando Bencomo, Legislative Assistant

REQUEST AUTHORITY TO NEGOTIATE AND EXECUTE A BRIDGE HOUSING PROVIDER SUBLEASE WITH HARBOR INTERFAITH SERVICES, INC.

The Department of General Services (GSD) requests authority to negotiate and execute a new sublease with Harbor Interfaith Services, Inc. (Harbor), for the property located at 515 N. Beacon St. San Pedro, CA 90731 to operate a temporary bridge housing facility.

BACKGROUND

On July 3, 2018, City Council adopted a motion (C.F. 18-0651) instructing City staff to evaluate and determine if this site was suitable for use as a temporary bridge housing facility. Subsequently, the City's Homeless Coordinator requested GSD proceed with the negotiation of a 36-month lease agreement with State of California Department of Transportation (Caltrans) for the use of the site. On January 27, 2020, the Caltrans lease agreement was adopted by Council and Mayor (C.F. 18-0651-S3). The Caltrans lease agreement is now finalized and expires on January 1, 2023 and this report establishes the sublease with the operator for the facility.

The site is approximately 26,196 square feet (sf) and covers approximately one-third of the current Beacon Street Park and Ride surface lot located between the intersection of N. Beacon Street and W. O'Farrell Street in the San Pedro area of Los Angeles. The lot currently operates as a Park and Ride transit lot.



The project design plan includes a new single-story 10,800 sf modular tent and associated structures. The project design includes up to 100 beds within the tented area, a 720 sf hygiene trailer, a free-standing shade structure, a 960 sf administration trailer, an 880 sf exterior dining area, a 120 sf food preparation and serving area and 450 sf for a 102-bin storage room. Outside areas include a 1,020 sf outdoor pet area, bike racks, a smoking area and general open space.

Under the direction of Bureau of Engineering (BOE), the project is currently being built with an expected completion date of June 2020.

TERMS AND CONDITIONS

The sublease is at no cost and will commence on the approval and issuance of a Certificate of Occupancy and the term expires on January 1, 2023, consistent with the master Caltrans lease agreement. It also includes four one-year options and a termination option. Additional terms and conditions are outlined on the attached term sheet.

BUILDING MAINTENANCE

The CAO has established a dedicated Capital Improvement Expenditure Program (CIEP) maintenance fund under C.F. 18-0628 for major building and site systems such as structural, foundation, sewer, roof, HVAC, plumbing, electrical and fire life safety systems. Harbor Interfaith will provide daily maintenance and repairs through its operational funds.

SHELTER SERVICES

On June 18, 2019, the Mayor and City Council approved funding for the Los Angeles Homeless Services Authority (LAHSA) to subcontract with a service provider to purchase furniture, fixtures and equipment for the bridge housing facility located at 515 Beacon St. (CF-18-0651- S3). Additionally, on December 11, 2019, the City Council and Mayor approved funding to supplement County Measure H funding for the operating costs of the site for one year (C.F 18- 0628). Since these actions, Harbor Interfaith Services Inc., has been identified by the City, through LAHSA, as the service provider to operate this site.

Harbor Interfaith, Inc. a 501(c)3 non-profit organization, provides comprehensive services to the homeless population including housing, employment and counseling services, and treatment for mental and physical health problems.

ENVIRONMENTAL

This site is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Article 19, Sections 15301 Class 1 (h); 15304, Class 4(a)(b)(e); and 15332 Class 32; as well as City of Los Angeles CEQA Guidelines, Article III, Section 1, Class 1 (8)(12); and Class 4(1)(3)(6); as set forth in the Notice of Exemption.

COMMUNITY BENEFIT ANALYSIS

Inasmuch as 'A Bridge Home' is a City program formed to facilitate temporary housing and social services for homeless individuals, the proposed sublease, being necessary for implementation of the subject 'A Bridge Home' project, does not require further analysis of community benefits in support of the lease.

FUNDING

The estimated total project costs are approximately \$7.1 million. On February 15, 2019, the City Council approved a motion (Buscaino–Harris-Dawson) to allocate \$7,130,409 to develop, design and construct a bridge housing facility (C.F. 18-0651-S3). The source of these funds will be an appropriation from the Homeless Emergency Aid Program Grant Fund No. 60P/10 and from the Crisis and Bridge Housing Fund line item from the General City Purposes Fund.

On December 11, 2019, \$1,061,400 was appropriated from the Homeless Housing and Assistance Program (HEAP) to supplement Measure H funding for one year of operating costs per C.F. 18-0628. The remaining operational funding is anticipated to come from the State of California Homeless Housing Assistance, and Prevention (HHAP) grant.

FISCAL IMPACT


There is no additional impact to the General Fund. A total of \$7.1 million in funding for the site is provided by the General City Purposes fund (\$6,238,519) and Homeless Emergency Aid Program Grant Fund No. 60P/10, AC-1 – Capital and Operating Support (\$891,890).

RECOMMENDATIONS

That the Los Angeles City Council, subject to the approval of the Mayor:

1. AUTHORIZE the Department of General Services to negotiate and execute a sublease with Harbor Interfaith Services, Inc. at 515 Beacon Avenue to operate a temporary bridge housing facility under the terms and conditions as substantially outlined in this report.
2. INSTRUCT the General Manager, Housing + Community Investment Department, to amend contract (C-133135) with LAHSA to identify Harbor Interfaith Services, Inc. as the service provider for the bridge housing facility at 515 N. Beacon Street; and
3. REQUEST that LAHSA subcontract with Harbor Interfaith Services Inc. to provide services at the bridge housing facility at 515 North Beacon St. through June 30, 2021;

4. AUTHORIZE the CAO to prepare Controller instructions or make any necessary technical adjustments consistent with the Mayor and Council action in this matter; and,
5. AUTHORIZE the Controller to implement these instructions.



Tony M. Royster
General Manager

Attachment: Term Sheet

LEASING TERM SHEET

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MFC DATE

LANDLORD

ADDRESS

TENANT

ADDRESS

LOCATION

AGREEMENT TYPE

USE

SQUARE FEET

TERM

RENT START DATE

LEASE START DATE

OPTION TERM

HOLDOVER

SUBLET/
ASSIGNMENT

TERMINATION

RENTAL RATE

ESCALATION

RENTAL ABATEMENT

ADDITIONAL RENT

PROPERTY TAX

OPEX

CAM

OTHER	None
SECURITY DEPOSIT	None
MAINTENANCE/ REPAIR	Other <input type="text"/>
MAINTENANCE/ REPAIR DETAILS	City shall repair and maintain major Building Systems - plumbing, HVAC, electrical, fire life safety within the Premises. To be further defined in the Lease. Also see #2 in Other section below:
TENANT IMPROVEMENTS	None. City shall build and construct the Premises per the approved plans and subject to a Certificate of Occupancy.
PARKING	Subject to availability
UTILITIES	Operator shall be responsible for all utilities
CUSTODIAL	Operator shall be responsible for all custodial
SECURITY	Operator shall be responsible for security including equipment
PROP 13 PROTECTION	City is Exempt <input type="text"/>
INSURANCE	Tenant shall indemnify and hold harmless the City <input type="text"/>
OTHER:	<ol style="list-style-type: none"> 1. Early Possession: If a temporary Certificate of Occupancy is obtained and approved, Licensee shall have 20 business days to move personal property and equipment onto the Premises subject to City rules and regulations. 2. Repair and Maintenance Obligations: Sublessee shall repair and maintain basic, routine and some preventative maintenance throughout the Premises. 3. Sublessee shall be required to install an exterior sign consistent and required with the master Lease.