

0220-05151-0550

TRANSMITTALTO
CouncilDATE
05-07-24COUNCIL FILE NO.
20-0841FROM
Municipal Facilities CommitteeCOUNCIL DISTRICT
15

At its meeting held on April 10, 2024, the Municipal Facilities Committee approved the recommendation of the attached General Services Department (GSD) report, which is hereby transmitted for Council consideration. Adoption of the report would authorize GSD to negotiate and execute a license agreement between the City and The Salvation Army for a Recreation and Parks (RAP) controlled property located at 1221 Figueroa Place for the operation of a Tiny Home Village (THV) interim housing site. The new license term is for one year, from June 22, 2024, through June 21, 2025, with no renewal options.

There is no anticipated General Fund impact at this time. On June 12, 2023, the Mayor concurred with the City Council's approval of the 17th Roadmap Funding report (C.F. 20-0841-S34), which allocated \$1,610,400 of County Roadmap Agreement funds to support the operations of 75 beds located at this THV through June 30, 2024. Future funding for operations at this site will be added in a forthcoming report. No funding was provided for leasing since this is a RAP-owned property and this is a no-cost agreement.



Digitally signed by Edwin
Gipson II
Date: 2024.05.07 16:34:28
-07'00'

Matthew W. Szabo
City Administrative Officer

MWS:EG:KML:MAG:MZ:16240109

CAO 649-d

CITY OF LOS ANGELES

CALIFORNIA

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT



KAREN BASS
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX No. (213) 928-9515

April 11, 2024

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

Attention: Luigi Verano, Legislative Assistant

**REQUEST AUTHORITY TO NEGOTIATE AND EXECUTE A LICENSE AGREEMENT WITH
THE SALVATION ARMY AT 1221 FIGUEROA PLACE TO OPERATE INTERIM HOUSING**

The Department of General Services (GSD) requests authority to negotiate and execute a new license agreement between the City of Los Angeles (GSD) and The Salvation Army (TSA) at a Department of Recreation and Parks (RAP) controlled property for continued use as a Tiny Home Village for temporary interim housing in Council District 15.

BACKGROUND

The portion of the parking lot allocated for the Tiny Home Village measures approximately 47,800 square feet (sf). The site includes 77 pallet shelters, two mobile hygiene stations, one administrative office, one food preparation pallet, a pet area, and a storage pallet in order to serve up to 80 individuals experiencing homelessness.

With the support and direction of Council Office 15, the 12-month extension of this interim housing use is pending approval of the Board of Recreation and Parks Commissioners (Board), which is anticipated at their April meeting. Approval by the Board and this license agreement will allow the nonprofit operator, TSA, to provide continued services on site through a service contract with Los Angeles Homeless Services Authority (LAHSA).

This Tiny Home Village site has been in operation since 2021.

TERMS AND CONDITIONS

The no-cost license term is for one year from June 22, 2024 through June 21, 2025. There is no holdover option and no options to renew. A complete set of terms and conditions are outlined on the attached term sheet.

SHELTER SERVICES

The City identified TSA as the service provider to manage and operate the site 24 hours a day, seven days a week with experienced staff and security personnel. TSA is dedicated to ending

homelessness and has 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, TSA combats long-term homelessness by providing homeless adults, veterans, and children with holistic physical, emotional, and spiritual support. Support services are funded for one additional year and include case management, mental health and substance abuse oversight. Program participants will remain at the shelter until permanent housing is identified or the participant chooses to exit the program.

LAHSA has executed a service contract with TSA to operate the site through June 30, 2024. A new service contract will be executed for FY 24-25.

BUILDING MAINTENANCE

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.

TSA 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 TSA 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. TSA will also maintain any landscaping and hardscape.

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 upcoming 23rd Roadmap funding report, it is anticipated that the Tiny Home Village (THV) facility involved in this approval is exempt from the California Environmental Quality Act (CEQA). Findings state that this site is statutorily exempt from CEQA under Public Resources Code (PRC) Section 21080.27 and Government Code Section 65660(b), applicable to City of Los Angeles (City) low barrier navigation centers, Government Code Section 8698.4, governing homeless shelter projects under a shelter crisis declaration, and PRC Section 21080(b)(4) and State CEQA Guidelines, 14 California Code of Regulations (CCR) Section 15269(c) as specific actions necessary to prevent or mitigate an emergency. The current leasing approval is an action toward implementing and furthering the previously approved and exempt project.

FUNDING

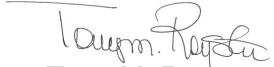
On June 12, 2023, the Mayor concurred with the City Council's approval of the 17th Roadmap Funding report (C.F. 20-0841-S34), which allocated \$1,610,400 of County Agreement funds to support the operations of 75 beds located at this Tiny Home Village through June 30, 2024. No funding was provided for leasing since the site is owned by the Department of Recreation and Parks and this is a no-cost agreement.

FISCAL IMPACT

There is no anticipated General Fund impact at this time. Current operational funding is supported with Roadmap County Agreement funds.

RECOMMENDATION

That the Los Angeles City Council, subject to the approval of the Mayor, authorize GSD to negotiate and execute a license agreement with The Salvation Army at 1221 Figueroa Place Wilmington, CA 90744 to continue operating a Tiny Home interim housing site under the terms and conditions substantially outlined in this report.

A handwritten signature in black ink, appearing to read "Tony M. Royster".

Tony M. Royster
General Manager

Attachment: Term Sheet

LEASING TERM SHEET

MFC DATE	April 11, 2024
LANDLORD	City of Los Angeles - GSD
ADDRESS	111 E. 1st Street, 2nd Floor, Los Angeles, CA 90012
TENANT	The Salvation Army
ADDRESS	3107 S. Grand Ave., Los Angeles, CA 90007
LOCATION	1221 Figueroa Place
AGREEMENT TYPE	License
SQUARE FEET	47,800 SF
TERM	1 Year
RENT START DATE	None
LEASE START DATE	06/22/24-06/21/25
OPTION TERM	None
HOLDOVER	None
SUBLET/ ASSIGNMENT	Right to assign - subject to Landlord approval
TERMINATION	30 days with notice
RENTAL RATE	None
ESCALATION	None
RENTAL ABATEMENT	None
ADDITIONAL RENT	None
PROPERTY TAX	None
OPEX	None

CAM	None
OTHER	None
SECURITY DEPOSIT	None
MAINTENANCE/ REPAIR	Tenant responsible for day-to -day building maintenance of the site and its equipment, including landscaping, if applicable. City, as funded, may provide repairs and maintenance to the Building Systems that are further defined in the lease agreement.
TENANT IMPROVEMENTS	None
PARKING	As available on site
UTILITIES	Tenant responsible for all utilities
CUSTODIAL	Tenant
SECURITY	Tenant
PROP 13 PROTECTION	N/A
INSURANCE (City)	Tenant shall indemnify and hold harmless Landlord
OTHER:	
PRINT:	
SIGNATURE:	