

# 31856

## BASE CLOSURE HOMELESS ASSISTANCE AGREEMENT

**RE: SCHROEDER HALL U.S. ARMY RESERVE CENTER**

THIS BASE CLOSURE HOMELESS ASSISTANCE AGREEMENT (“AGREEMENT” OR “LEGALLY BINDING AGREEMENT”) is made and entered into by and between the City of Long Beach, a municipal corporation, as the Local Redevelopment Authority (“LRA”) for the Schroeder Hall U.S. Army Reserve Center and Mental Health America of Los Angeles (“Tenant”), whose address is 100 West Broadway, Suite 5010, Long Beach, CA 90802-2310.

### *Definitions*

Homeless Person: An individual or family who lacks a fixed, regular, and adequate nighttime residence and as more fully defined at 24 C.F.R. § 586.5.

Homeless Service Provider: Nonprofit organization or governmental agency providing facilities and services that address the need of homeless persons.

Schroeder Hall: The Schroeder Hall U.S. Army Reserve Center located at 3800 E. Willow Street in Long Beach, California.

Homeless Assistance Accommodation Site : See Exhibits “A” and “B” attached.

Alternate Homeless Assistance Accommodation Site: One acre at Schroeder Hall U.S. Army Reserve Center.

### *Recitals*

- A. Schroeder Hall is a military base located in Long Beach, California, consisting of approximately 4.73 acres. The base is currently owned by the United States of America and operated by the Department of the Army (“ARMY”). Closure of the base was recommended by the Base Realignment and Closure Commission (“BRAC”) in 2005 and concurred with by the President and Congress. The base is scheduled for closure in 2011.
- B. Schroeder Hall is being made available for civilian reuse pursuant to the reuse processes prescribed in the Defense Base Closure and Realignment Act (the “Act”) of 1990 (10 U.S.C. § 2687), as amended by the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Public Law 103-421 [the “Redevelopment Act”] and its implementing regulations (24 CFR Part 586; CFR Part 92).
- C. The LRA, throughout the reuse process, has involved representatives of the homeless, including, but not limited to, Mental Health America of Los Angeles (“previously known as the National Mental Health Association of Greater Los Angeles”), and has conducted a screening process to solicit applications for potentially surplus property from Homeless Service Providers in accordance with the aforementioned laws and regulations. The LRA received numerous Notice of Interest (“NOI”)

applications pertaining to homeless needs and services. The LRA reviewed the NOI applications in order to determine their consistency with the City's long-term strategic vision and with the proposed reuse plan for Schroeder Hall. Tenant has submitted a Notice of Interest and is a Homeless Service Provider.

- D. The LRA has submitted a reuse plan to the U.S. Department of Housing and Urban Development ("HUD") and to the U.S. Department of Defense ("DOD"). If HUD determines that the reuse plan adequately plans for the provision of facilities to address the needs of homeless people in the community and that the reuse plan is feasible and adequately balances the needs of the homeless with the needs of the community for economic development and other development, then HUD will approve the reuse plan and forward it to DOD. Upon HUD's approval of the reuse plan and this Legally Binding Agreement, it is intended that the LRA will be the conduit for the disposal process for all property at Schroeder Hall. The LRA will in turn lease the Homeless Assistance Accommodation Site to Tenant in accordance with the terms and conditions set forth herein below.
- E. The LRA and Tenant shall use the adopted reuse plan and homeless service accommodation as the "preferred alternatives" for all requisite Environmental Impact Reports ("EIRs") under the California Environmental Quality Act ("CEQA"). The LRA and Tenant may also use the adopted reuse plan as the basis for any necessary zoning changes required to implement the plan. LRA agrees, as Landlord, to be co-applicant on Tenant applications for requisite EIRs and zoning changes.
- F. The parties enter into this Legally Binding Agreement pursuant to the Base Closure and Community Redevelopment Act to provide for the implementation of those portions of the reuse plan which relate to services for homeless persons.
- G. It is the intent of the LRA to facilitate the accommodation of services for homeless persons upon final approval of the reuse plan by entering into a lease with Tenant for the Homeless Accommodation Site. The parties acknowledge that any lease agreement is subject to: 1) HUD issuing a final determination that the Schroeder Hall reuse plan complies with the requirements of BRAC law; and 2) approval of the public benefit conveyance request from the City of Long Beach by the Department of Justice ("DOJ") for the use of the Schroeder Hall site for a Police Substation. If any one or more of these conditions precedent (1 or 2 above) does not occur, making the Homeless Accommodation Site unavailable, the LRA will provide Tenant with one acre at the Alternate Homeless Accommodation Site (Schroeder Hall). If the Alternate Homeless Accommodation Site (Schroeder Hall) is unsuitable due to environmental evaluation, or health or safety code violations, then the parties will meet in good faith to identify another suitable accommodation acceptable to Tenant that is substantially equivalent in terms of size (one acre), zoning (by right) and degree of accessibility to public transportation. This site shall also permit the use by right. The City will use its best effort to locate another suitable accommodation substantially equivalent in order that Tenant has the ability to provide the homeless assistance services as outlined in this Agreement. The City shall identify the suitable accommodation acceptable to Tenant within 180 days of the determination by the parties that the Alternative Homeless Accommodation is unsuitable.

With reference to the facts cited above, the parties agree as follows:

**1. Homeless Accommodation and Description of Program**

Description of leased "Homeless Accommodation Site"

One (1) acre of useable City-owned or City-leased property will be provided under a no-cost lease to Tenant for the purpose of providing services to homeless individuals with mental illness. The leased property is located southerly and adjacent to the City's Health Department building located at 2525 Grand Avenue as further described in Exhibit "A." The use proposed by Tenant is a legally permissible use of such property under the Long Beach Municipal Code.

Description of "Program":

Tenant's proposed Homeless Healthcare Access Program will provide healthcare access and psychiatric case management for homeless individuals with mental illness who lack fixed, regular, and adequate nighttime residences. The program's clientele will meet with service staff that work closely with them on their life goals and recovery from homelessness. The proposed program will increase access to critically needed services to address the physical health of homeless clients with the potential for coordinated services with the City's Department of Health and Human Services. Onsite activities will include psychiatric case management, healthcare appointments, and additional homeless services referral. No overnight shelter will be provided onsite.

**2. Term**

Unless terminated earlier in accordance with the terms as provided herein, this Agreement shall commence after approval by HUD and upon execution by the parties hereto. This Agreement shall terminate 30 years after the date of execution of a no-cost lease for the Homeless Accommodation Site, with an option to renew for an additional 10 year term, at Tenant's discretion, provided that there are no material defaults of the lease.

Subject to the limitations of this agreement, the LRA will lease and the Tenant will take occupancy of the Homeless Accommodation Site within 90 days after the City receives documents conveying the Schroeder Hall property to the LRA, and within 90 days after the Health Department functions are relocated off the site, whichever occurs later. Unless mutually agreed otherwise by the parties in writing, in the event that the Health Department functions are not relocated off of the site within 120 days after the conveyance of the Schroeder Hall property to the LRA, the LRA shall be required to provide the Alternate Homeless Accommodation Site to Tenant.

**3. Consideration**

The Homeless Accommodation Site will be leased to Tenant at no charge; provided however, that the consideration for continued possession, operation, and occupancy of the subject Homeless Accommodation Site will be the Tenant's continuing use of the property in accordance with the provisions set forth in this Agreement and the Tenant shall be responsible for all development and operating expenses of the Homeless Accommodation Site, including but not limited to utility costs to all buildings, entitlements, capital improvements, maintenance, insurance, taxes, assessments, code compliance and security. The LRA will use its best efforts to assist Tenant in securing financing for the homeless assistance services described herein.

Tenant estimates a \$6.030 million cost for design, entitlements and construction (\$574 per square foot x 10,500 square feet), to accommodate its program. For the purposes of this Agreement, the term "entitlements" shall mean legal rights granted by the governing municipality to allow a certain building type to occur on the site. "Entitlements" outline the density, function and building requirements allowed for the property.

**4. Responsibility of Rehabilitation of Homeless Accommodation Site**

Tenant shall be responsible for rehabilitation of subject Homeless Accommodation Site and shall be responsible for bringing such into compliance with all current federal, state and local building codes, regulations and standards, within the time periods set forth in the applicable statutes and ordinances. The LRA shall pay for all fees associated with the CEQA review of the proposed project.

The LRA is responsible for remedying any pre-existing environmental conditions at the Homeless Accommodation Site or, Alternate Homeless Assistance Accommodation Site, identified in investigation and inspection. LRA is responsible for any additional environmental testing that is required by lenders as a condition of providing financing to Tenant for the homeless assistance services to be provided.

#### **5. Use of Homeless Accommodation Site**

The subject Homeless Accommodation Site will be leased upon the condition that the Tenant will use the same lawfully and for the purpose of providing the Program described herein as part of the LRA's Homeless Assistance Submission pursuant to the requirements of the Base Closure and Community Redevelopment Act. The City, on behalf of the LRA, will provide to Tenant written zoning confirmation that Tenant's use at the Homeless Assistance Accommodation Site, or alternate site, is permitted by right.

The Tenant shall comply with all applicable statutes, ordinances, regulations, and requirements of the federal government, state government and LRA, applicable to said Homeless Accommodation Site; and shall also comply with all applicable codes at Tenant's own cost and expense, except as stated elsewhere in this Agreement as to CEQA costs and costs of environmental remediation.

#### **6. Non-Discrimination**

The LRA, any City representative acting on its behalf in carrying out this Agreement and the lease and tenant shall not discriminate against any individual or group on the basis of race, ethnicity, national origin, religion, age, sex, or disability. Tenant shall at all times comply with the requirements of all state and federal civil rights laws and regulations including but not limited to the Americans with Disabilities Act (42 U.S.C. §§ 360, et.seq.), The Rehabilitation Act of 1973 (29 U.S.C. § 794), California's Unruh Civil Rights Act (California Civil Code §§ 54, et. Seq.), California's Disabled Access Regulations (California Administrative Code, Title 24 §§ 2-100, et. Seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d), et. Seq.) and all requirements imposed by 49 CFR Part 21.

#### **7. Homeless Accommodation Site Lease**

The LRA shall provide the form of lease to be used in carrying out the homeless service provision of this Agreement. All lease instruments shall include provisions providing for termination should the Tenant fail to use, operate, or maintain the Homeless Accommodation Site to benefit the homeless in accordance with the Program described in paragraph 1. Lease terms shall be nondiscriminatory and in compliance with the civil rights laws identified in paragraph 6. The Lease shall include the subordination language attached hereto as Exhibit "C."

#### **8. Force Majeure**

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substituted therefore, federal or state

governmental restrictions, federal or state governmental regulations, federal or state governmental controls, judicial orders, enemy or hostile action, civil unrest, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of the party.

**9. Right to Terminate**

Tenant shall have a right to terminate its obligations under this Agreement, and under any lease for the Homeless Accommodation Site on 30 days' written notice to the LRA, provided however, that the Tenant will be obligated to vacate the Homeless Accommodation Site within 60 days of the issuance of the notice to terminate.

Upon Tenant's termination, Tenant shall have the right to remove all trade fixtures affixed by Tenant, including without limitation, medical equipment, refrigerators, freezers, and racking.

**10. Default**

Any violation of any term or condition of this Legally Binding Agreement shall constitute the basis for a default, if that violation is not remedied within thirty (30) days after written notice from the LRA. The parties agree to make good faith efforts to meet and confer in order to seek informal resolution of any default.

**11. Assignment**

Without written consent of the LRA, which shall not be unreasonably withheld, this Agreement is not assignable by Tenant, whether in whole or in part. The LRA may, in its reasonable discretion, assign this Agreement to another public entity; no such assignment shall serve to change the rights and obligations of Tenant hereunder.

**12. Amendment**

This Agreement is subject to modification or amendment only by written instrument executed by and between both parties. The parties agree to timely execute a modification or amendment to this Agreement that would maintain the same balance of interest between the LRA and Tenant if environmental reviews or federal or state requirements do not permit it to be implemented as written, or if changes are required by the federal government or are deemed necessary by either party to comply with the Redevelopment Act, or any federal or state laws or regulations governing closure of Schroeder Hall.

**13. Applicable Law**

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

**14. Severability**

If any term in this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the parties have been materially altered by such holding of invalidity.

**15. Legal Actions/Attorney Fees**

If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the prevailing party shall not be entitled to attorney fees or costs incurred in such action.

**16. Modifications**

This Agreement shall not be modified except by written instrument executed by and between the parties.

**17. Notices**


The parties evidence their agreement to the terms of this Agreement by signing below.

Any notice or demand which under the terms of this Agreement, or by any statute or ordinance must or may be given or made by a party hereto, shall be in writing and may be given by ordinary or certified mail sent to the address below as such party from time to time designate by notice.

Dated: 11/5/09

“Tenant”

Mental Health America of  
Los Angeles

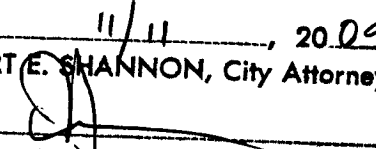
By:   
President and CEO

Address:  
100 West Broadway, Suite 5010  
Long Beach, California 90802

Dated: 11.19.09

“LRA”

City of Long Beach

APPROVED AS TO FORM  
11/11, 2009  
ROBERT E. SHANNON, City Attorney  
By   
HEATHER A. MAHOOD  
ASSISTANT CITY ATTORNEY

By:   
Assistant City Manager  
City Manager

Address:  
333 West Ocean Boulevard  
Long Beach, California 90802

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.



EXHIBIT A



CITY OF LONG BEACH - CALIFORNIA

Primary Recommendation Site Map  
**USARC - Schroeder Hall**  
3800 E. Willow Street



EXHIBIT B



CITY OF LONG BEACH - CALIFORNIA

Alternative Recommendation Site Location Map

# USARC - Schroeder Hall

3800 E. Willow Street