

TRANSMITTAL

0150-09165-0000

TO
The Council

DATE

MAR 04 2010

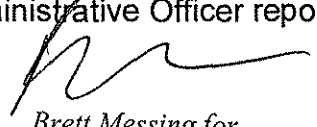
COUNCIL FILE NO.
C.F. 09-0186

FROM
The Mayor

COUNCIL DISTRICT
9

Request to Establish a Cooperation Agreement with the Housing Authority of the City of Los Angeles (HACLA) for the Jordan Downs Project

Transmitted for further processing.
See the City Administrative Officer report attached.



Brett Messing for.
MAYOR

MAS:MMR:02100107T

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)


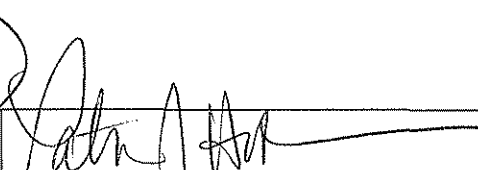
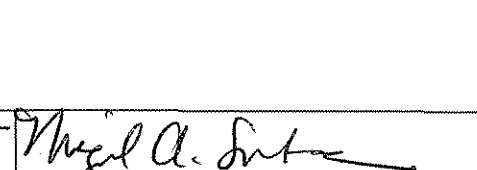
To: The Mayor	Date: 02-26-10	C.D. No. 15	CAO File No.: 0150-09165-0000				
Contracting Department/Bureau: Planning		Contact: Eva Yuan-McDaniel/213-978-1273					
Reference: Request from the Director of Planning dated December 23, 2009; received by the CAO on December 29, 2009							
Purpose of Contract: Establish a Cooperation Agreement with the Housing Authority of the City of Los Angeles (HACLA) for the Jordan Downs Specific Plan							
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Two years from the date of execution					
Contract/Amendment Amount: \$218,400							
Proposed amount \$ 218,400 + Prior award(s) \$ 0 = Total \$ 218,400							
Source of funds: Housing Authority of the City of Los Angeles							
Name of Contractor: Housing Authority of the City of Los Angeles							
Address: 2600 Wilshire Blvd., Third Floor, Los Angeles, CA 90057							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action			X
2. Appropriated funds are available			X	b. Good Faith Effort Outreach**			X
3. Charter Section 1022 findings completed			X	c. Equal Benefits Ordinance			X
4. Proposals have been requested			X	d. Contractor Responsibility Ordinance			X
5. Risk Management review completed			X	e. Slavery Disclosure Ordinance			X
6. Standard Provisions for City Contracts included			X	f. Bidder Certification CEC Form 50			X
7. Workforce that resides in the City: %				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Department of City Planning (DCP) requests approval to negotiate and execute a Cooperation Agreement (Agreement) with the Housing Authority of the City of Los Angeles (HACLA) to support the development of the Jordan Downs Specific Plan. Under the Agreement, HACLA will provide a Senior Planner on loan to the DCP and will pay for one-third of a DCP Planning Assistant, including related costs, and other expenses to complete the Specific Plan. The contract term will be for two years from the date of execution with an amount not to exceed \$218,400.

Background

On March 6, 2009, the Council adopted a Motion (C.F. 09-0186) instructing DCP to initiate a Specific Plan in cooperation with HACLA, the Community Redevelopment Agency (CRA), the Community Development Department (CDD), the Department of Transportation (DOT), the Department of Public Works (DPW) and any additional departments needed for the Jordan Downs Public Housing redevelopment plan which will address appropriate land uses, development standards, design and community amenities.

 MMR	Analyst	02100107C	 Assistant CAO	 City Administrative Officer
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The HACLA owns and operates the Jordan Downs Public Housing Development comprised of 700 public housing units in the Watts sub-area of the Southeast Los Angeles Community Plan Area. The project is located at 9800 Grape Street in Los Angeles on approximately 49.48 acres. An additional 21.09 acres of land located to the north-east of the project is proposed for annexation. According to HACLA, Jordan Downs has surpassed its useful life and HACLA would like to redevelop the property to increase the number of housing units to 2,100 and to provide a mixed income, mixed use environment. To carry out the redevelopment, DCP needs to complete the Jordan Downs Specific Plan. Since DCP has the jurisdiction and experience to prepare the Specific Plan and to review the associated Environmental Impact Report (EIR), HACLA and DCP request approval to enter into the proposed Agreement to specify the roles, rights, expectations and responsibilities of both parties in completing the Specific Plan.

The services to be performed by HACLA include, but are not limited to:

- Identify and allocate funding resources to support HACLA's costs associated with the Specific Plan work program.
- Provide a qualified Senior Planner on loan, deemed acceptable by DCP, to work on the Jordan Downs Specific Plan on a full time basis to be supervised by DCP.
- Provide funding for one-third of a Planning Assistant designated from DCP personnel resources. The total amount will be \$132,400 (\$65,200 for Year 1 and \$67,200 for Year 2). The funding includes all direct and indirect costs associated with the position.
- Provide up to \$86,000 to pay for overtime related to products and tasks for the Specific Plan and for a contingency.
- Coordinate community input.
- Coordinate with DCP to manage the Jordan Downs Specific Plan through the final approval process.

The services to be performed by DCP include, but are not limited to:

- Ensure that the Specific Plan aligns with the City's General Plan and the Housing Element.
- Provide demographic and GIS data to the project consultants.
- Draft Specific Plan provisions.
- Review and process the draft and final EIR.
- Conduct public outreach.
- Develop an ordinance to satisfy both the legal and planning objectives of the City.
- Facilitate the City's legislative review and adoption of the proposed Specific Plan.
- Assign one-third of a Planning Assistant to work with the HACLA-provided Senior Planner.
- Provide other resources reasonably required to effectuate the successful completion of the Specific Plan.

In addition to the Specific Plan, DCP and HACLA will also undertake the annexation of the additional 21.09 acres adjacent to the property, which includes two major issues: the EIR for the annexation and the related General Plan Amendment and Zone Change. The HACLA and DCP estimate that a majority of the annexation project tasks will be performed by HACLA and its consultants. The balance of the annexation work program tasks are traditionally performed by DCP. In the event HACLA asks DCP to perform annexation tasks outside the usual scope of work, DCP and HACLA will meet and confer in good faith to negotiate an appropriate level of additional funding to be provided by HACLA to DCP.

Upon the execution of the proposed Agreement and before commencement of the Specific Plan work program, HACLA will deliver a check to DCP for \$109,200, which is half of the total compensation. One year after the execution of the Agreement, HACLA will pay the balance of the total compensation. The funds will be deposited into Fund 46Y, City Planning Grant Trust Fund and Account F205, Jordan Downs Project. In the event the Agreement is terminated prior to the expiration of the two-year term, unexpended funds will be returned to HACLA. The DCP will maintain the accounting records for all funds associated with the Agreement in accordance with applicable federal, state and local regulations. The DCP will also ensure that the project does not go over budget. The proposed budget is included in the table below.

Proposed Budget for Jordan Downs Specific Plan – Funding from HACLA

Description	Year 1	Year 2
Planning Assistant (1/3)	\$65,200	\$67,200
Overtime	24,000	22,000
Contingency	20,000	20,000
Annual Total	\$109,200	\$109,200
Grand Total	\$218,400	

The term of the Agreement may be extended by mutual agreement of HACLA and DCP. However, the total compensation to be provided by HACLA is limited to \$218,400. This request complies with the City’s Financial Policies in that funds to support the Jordan Downs Specific Plan come from HACLA and from General Funds in the Adopted 2009-10 Budget.

RECOMMENDATIONS

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

1. Authorize the Department of City Planning (DCP) to negotiate and execute an Agreement with the Housing Authority of the City of Los Angeles (HACLA) for two years and in an amount not to exceed \$218,400 to support the Jordan Downs Specific Plan, subject to the review and approval of the City Attorney as to form; and,
2. Authorize the Department of City Planning to accept funds from the Housing Authority of the City of Los Angeles (HACLA) and deposit them in Fund F46Y, City Planning Grant Trust Fund, Account F205, Jordan Downs Project; and to appropriate the funds for disbursement for expenditures in compliance with the Agreement for the Jordan Downs Specific Plan.

FISCAL IMPACT STATEMENT

There is no additional impact to the General Fund. The recommendations in this report comply with the City's Financial Policies in that funds will be provided for this purpose by the Housing Authority of the City of Los Angeles (HACLA) and are included in the Adopted 2009-10 Budget.

MOTION

The community of Watts encompasses four of the largest public housing projects in the City. Jordan Downs, which features 700 bunker style public housing units, is long overdue for a remake. The Housing Authority of the City of Los Angeles (HACLA) with the assistance of the Planning Department are planning to redevelop the Jordan Downs public housing complex from its current 700 public housing units to 2,100 units with a mix of public, affordable, workforce, and market rate housing units.

The future use of the Jordan Downs housing units deserves the utmost care and attention by the City to ensure that its redevelopment is of the highest quality, responds to opportunities, and ensures that future uses are compatible with the surrounding community.

It is HACLA's intent to create an environment suitable for affordable housing development through the use of proper land use designations and development thresholds. The Planning Department is currently updating the Southeast Community Plan and Design Guidelines. HACLA's vision for this redevelopment project should be taken into account during the community plan update process.

The increase in the number of affordable housing units in the City is consistent with the Mayor's Housing Plan, the City's Housing Element, and HACLA's Strategic Plan, inasmuch as the proposed Jordan Downs redevelopment plan supports those goals.

I THEREFORE MOVE that the Council instruct the Planning Department to work with HACLA to initiate a Specific Plan for the proposed Jordan Downs public housing redevelopment plan that addresses appropriate land uses, development standards, design, and community amenities.

PRESENTED BY: 

JANICE HAHN
Councilwoman, 15th District

SECONDED BY: 

JAN 27 2009

RME

MMR

DEPARTMENT OF
CITY PLANNING
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
AND
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VAN NUYS, CA 91401
CITY PLANNING COMMISSION

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PRESIDENT
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VICE-PRESIDENT
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YOLANDA OROZCO
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(213) 978-1300

CITY OF LOS ANGELES CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

EXECUTIVE OFFICES
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DIRECTOR
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December 23, 2009

The Honorable Antonio Villaraigosa
Mayor, City of Los Angeles
City Hall, Room 305
Los Angeles, CA 90012

Attention: Pamela Finley, Legislative Coordinator

Dear Mayor Villaraigosa:

EXECUTIVE DIRECTIVE NO. 3 REQUEST FOR A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES (HACLA) FOR THE JORDAN DOWNS SPECIFIC PLAN

SUMMARY

The Department of City Planning (DCP) requests approval to negotiate and execute a Cooperation Agreement with the Housing Authority of the City of Los Angeles (HACLA) to support the Jordan Downs Specific Plan. The Agreement includes that the HACLA is to provide a Senior Planner to the DCP, funding for one-third of a DCP Planning Assistant and other associated costs to complete the Specific Plan. The contract term will be for two years with an amount not to exceed \$218,400.

BACKGROUND

The Los Angeles City Council adopted a motion on March 6, 2009 to direct the DCP, in cooperation with HACLA, Community Redevelopment Agency of the City of Los Angeles (CRA/LA), Community Development Department (CDD), Department of Transportation (DOT), the Department of Public Works, and any additional necessary departments to develop a Specific Plan addressing appropriate General Plan Designation and Zoning, density, development standards, design, and community amenities for the Jordan Downs Public Housing Development.

2009 DEC 29 PM 2:58
CITY ADMINISTRATIVE OFFICER

0150-09165-0000

The HACLA owns and operates the Jordan Downs Public Housing Development comprised of 700 public housing units located in the Watts sub-area of the Southeast Los Angeles Community Plan Area. Jordan Downs has surpassed its useful life and the HACLA would like to redevelop the property to increase the number of housing units to 2,100 and provide a mixed income, mixed use environment. In order to carry out this redevelopment, the Jordan Downs Specific Plan needs to be completed by the DCP. Since the DCP has jurisdiction, experience, and expertise in planning services to prepare the Specific Plan and review the associated Environmental Impact Report, it is recommended that DCP and HACLA enter into a Cooperation Agreement to specify roles, rights, expectations, and responsibilities of both parties in completing the Specific Plan.

The services to be performed by the HACLA include, but are not limited to: identify and allocate funding resources to support HACLA's share of costs; provide a Senior Planner to DCP; provide funding to the DCP for one-third capacity of a Planning Assistant and overtime for outreach meetings, mapping services and other tasks; provide input to community outreach strategies, and participate in community meetings; facilitate coordination between HACLA and DCP management and with specified HACLA consultants; and process updated and the final Jordan Downs Specific Plan Report through the HACLA Board of Commissioners.

The services to be performed by the DCP include, but are not limited to: revise and re-define Community Plan Area issues as necessary; provide demographic and GIS information to project consultants; draft Specific Plan provisions; review and process the Draft and Final EIR; conduct public outreach and meetings; ensure consistency between the proposed Jordan Downs Specific Plan and existing plans for the Community Plan Area, including the Southeast New Community Plan; and develop final ordinance and coordinate review an approval.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Funding for the services will be provided by the HACLA.


RECOMMENDATION

That the Mayor authorize the Director of Planning, or designee, to negotiate and execute a Cooperation Agreement with the HACLA for the Jordan Downs Specific Plan for a term of two years in an amount not to exceed \$218,400, subject to the approval of the City Attorney as to form and legality.

Honorable Antonio R. Villaraigosa
December 23, 2009
Page 3 of 3

If there are any questions regarding this request, please contact Eva Yuan-McDaniel,
Deputy Director of Planning at (213) 978-1273.

Sincerely,


for S. GAIL GOLDBERG, AICP
Director of Planning

Attachment: Draft Cooperation Agreement with HACLA

cc: Madeleine M. Rackley, CAO
Peter N. King, Office of the City Attorney
Faisal Roble, City Planning

COOPERATION AGREEMENT BY AND BETWEEN

THE HOUSING AUTHORITY

OF THE CITY OF LOS ANGELES

AND THE DEPARTMENT OF CITY PLANNING

OF THE CITY OF LOS ANGELES

This Agreement is made and entered into on the ___ day of _____, 2009 by and between The Housing Authority of the City of Los Angeles, California, hereinafter referred to as the "HACLA", and the City of Los Angeles (the "City"), acting by and through its Department of City Planning, hereinafter referred to as the "DCP".

WITNESSETH

WHEREAS, the HACLA was established on June 2, 1938 by resolution of the City Council of the City pursuant to the Housing Authorities Law of the State of California (California Health and Safety Code Section 34200 et. seq.) for purposes which include, without limitation, eliminating unsanitary or unsafe housing conditions, providing descent, safe and sanitary dwelling accommodations for persons of low income throughout the City, operating public housing and administering the Section 8 rental assistance program;

WHEREAS, the HACLA owns and operates the Jordan Downs Public Housing Development comprised of 700 public housing units located in the Watts sub-area of the Southeast Los Angeles Community Plan Area (the "CPA") as more particularly described in Exhibit "A" attached hereto ("Jordan Downs"); and

WHEREAS, the HACLA has determined that Jordan Downs has surpassed its useful life and should be redeveloped to provide a mixed income, mixed use environment inclusive of replacement public housing units which could lead to the tripling of its current density to 2,100 mixed income housing units;

WHEREAS, the HACLA desires to expedite the successful completion of the City-initiated Jordan Downs Specific Plan (the "Specific Plan") in the CPA within 12 months and

WHEREAS, the HACLA has identified funds to support certain costs associated with the Specific Plan Work Program (as defined in Article III below) to be undertaken cooperatively by DCP and the HACLA;

WHEREAS, the HACLA has provided a Senior Planner to the DCP to facilitate preparation of the Specific Plan;

WHEREAS, the Specific Plan Work Program will also capitalize on the work of HACLA-retained consultants WRT/Solomon E.T.C. in the areas of master plan environmental, physical and social planning and Hogle-Ireland, Inc. in a related annexation phase;

WHEREAS, DCP has jurisdiction, experience and expertise in planning services to prepare the Specific Plan and review the associated Environmental Impact Report, with extensive community input, public hearings and City Planning Commission approval;

WHEREAS, DCP and the HACLA desire to obligate experienced and knowledgeable staff in Fiscal Year 2009-2010 and Fiscal Year 2010-2011 to provide the services necessary to fulfill the Schedule of Performance associated with the Specific Plan Work Program as set forth in Exhibit "B" attached hereto;

WHEREAS, the HACLA and DCP wish to document their respective rights, responsibilities and understandings with regard to cooperating in the Specific Plan Work Program under the terms and conditions of this Agreement; and

WHEREAS, the HACLA Board of Commissioners on _____, 2009, by Resolution No. _____, and the City Council of the City of Los Angeles, California on _____, 2009, by Resolution No. _____ (Council File No. 09-_____), approved entering into this Agreement.

NOW, THEREFORE, the Department of City Planning and The Housing Authority of the City of Los Angeles agree as follows:

ARTICLE I – SUBJECT OF AGREEMENT

A. PURPOSES OF AGREEMENT

1. To establish the roles, rights, expectations and responsibilities of the DCP and the HACLA with respect to the planning, environmental and outreach services required to expedite the successful completion of the Specific Plan Work Program.
2. To document the obligations of the HACLA to provide the DCP a Senior Planner and to fund the cost of one-third of the capacity of a DCP Planning Assistant and certain other expenses associated with the Specific Plan Work Program, and to facilitate DCP coordination with HACLA consultants including WRT Solomon E.T.C. and Hogle-Ireland, Inc.
3. To document which of the required tasks in preparing and performing the Specific Plan Work Program will be performed by DCP staff, HACLA or consultants.

B. TERM OF AGREEMENT

This Agreement will commence upon execution by the authorized representatives of the HACLA and the DCP and will expire two (2) years after execution of this Agreement or at the time the Specific Plan has been adopted, whichever occurs first, unless extended by mutual written agreement of the parties or terminated in accordance with Article VIII (the "Term").

C. REPRESENTATIVES OF THE PARTIES

The representatives of the respective parties are authorized to administer this Agreement and to whom formal notices, demands, requests and communications shall be given and are as follows:

1. For the DCP:

Ms. S. Gail Goldberg, AICP
Director of Planning
Department of City Planning
200 North Spring Street, Room 525
Los Angeles, CA 90012
Telephone: (213) 978-1271

Attn: Mr. Faisal Roble, Senior City Planner, Mail Stop #395
Faisal.roble@lacity.org
Telephone: (213) 978-1168

2. For the HACLA:

Mr. Rudolf C. Montiel, PE
President and Chief Executive Officer
The Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard, Third Floor
Los Angeles, CA 90057
Telephone: (213) 252-1810

Attn: Mr. Larry Goins
Director of Development
Larry.goins@hacla.org
(213) 252-2680

ARTICLE II – SERVICES TO BE PERFORMED BY THE HACLA

- A. Identify and allocate agreed upon funding resources to support HACLA's share of costs associated with the Specific Plan Work Program.
- B. Provide a qualified Senior Planner, deemed acceptable by DCP, to work on the Jordan Downs Specific Plan on a full time basis and under the supervision of a DCP Senior City Planner (which the parties acknowledge has been completed by the HACLA in advance of execution of this Agreement).
- C. One-third of a Planning Assistant capacity, designated from DCP personnel resources, will be available to assist the assigned HACLA City Planner. A designated DCP City Planner will be responsible for monitoring the Planning Assistant's work product and the quality of work performed.
- D. Provide to DCP a funding level of \$132,400 (\$65,200 for Year 1 and \$67,200 for Year 2 of this Agreement) for one-third capacity of a Planning Assistant position for the Jordan Downs Specific Plan Work Program in accordance with Article VI below.
- E. Establish and provide to DCP a funding level of \$86,000 to (1) pay anticipated overtime hours for DCP staff attending community meetings on evenings and weekends, preparing GIS, mapping, and graphics products, and other tasks required by the Specific Plan Work Program; and (2) provide for contingency. These funds will be monitored by HACLA and DCP management such that any need to exceed the allocated amount will be discussed in advance in accordance with Article VI below.
- F. Provide input for community outreach strategies, and participate in community meetings.
- G. Facilitate ongoing coordination between the HACLA and DCP management and with HACLA consultants, WRT/Solomon E.T.C. and Hogle-Ireland, Inc.
- H. Process updates and the final Jordan Downs Specific Plan Report through the HACLA Board of Commissioners.
- I. Coordinate with DCP in processing the final Jordan Downs Specific Plan through the City Planning Commission, the City Council Planning and Land Use Management Committee (PLUM), the City Council and the Office of the Mayor's respective review and approval processes.

ARTICLE III – SERVICES TO BE PROVIDED BY THE DEPARTMENT OF CITY PLANNING

The "Specific Plan Work Program" is comprised of the tasks and activities identified below which shall be completed by the DCP with assistance from the HACLA as contemplated by this Agreement in order to comply with the Schedule of Performance:

- A. Department of City Planning may re-define and reformulate issues, project description and project details of the City Council adopted motion to reflect the City's General Plan and the Housing Element.
- B. Align project description with corridor planning activities in the CPA.
- C. Provide information (demographic and GIS) to project consultants.
- D. Draft specific plan provisions based on the work done by WRT/Solomon E.T.C. and Hogle-Ireland, Inc., including: GIS and Demographic maps, Sub-area maps (if necessary), Specific Plan provisions that are compatible with City code, Community plan goals and objectives, regulations on uses, FAR and density, design and building massing, etc., consistency with storm water and energy conservation regulations. Until adoption of the Specific Plan, staff would regularly meet with project developers (both public and private) to reconcile views surrounding the proposal; also included are meetings with the public (CACs, PACs, CNCs), as needed.
- E. Process the Specific Plan through the City Planning Environmental Staff Advisory Committee (ESAC), including City staff preparation of reports for ESAC and maintenance of case file for EIR and CPC.
- F. The assigned Planning Assistant will review and process Draft and Final EIR. Tasks include preparing responses to comments to satisfy both CEQA and CITY CEQA guidelines, and monitoring CEQA milestones and due dates.
- G. Conduct public outreach to CNCs, CACs, and PACs. Coordinate with city agencies, including CRA, DOT, Public Works, Rec. and Parks, CDD, as well as the LAUSD. Coordinate with City Council and the Mayor's Office.
- H. Coordinate with the Southeast Los Angeles New Community Plan Program (NCPP), including synchronizing the work products of consultants (EIR, Traffic Studies, Urban Design) on Jordan Downs and NCPP. Coordinate with the DCP Citywide Division on housing issues.
- I. Ensure consistency between the proposed Jordan Downs Specific Plan and existing plans for the CPA, including the Southeast NCPP.
- J. Conduct public meetings, such as workshops and open houses, and public hearings.
- K. Develop ordinance to satisfy both legal and planning objectives of the City.
- L. Coordinate City Attorney's reviews of the ordinance.
- M. Facilitate the City's legislative review and adoption of the proposed plan.
- N. Publish the ordinance and associated mapping information in the DCP Zone Information and Map Access System (ZIMAS).
- O. DCP shall manage the Specific Plan Work Program
- P. Assign one-third of the capacity of a Planning Assistant to work with the HACLA-provided Senior Planner and provide other resources reasonably required to effectuate the successful completion of the Specific Plan Work Program.

Annexation Work Program

In addition to the Specific Plan Work Program, the parties understand and agree that a work program for the annexation phase of the Jordan Downs Specific Plan (the "Annexation Work Program") will be undertaken concurrently. The parties further understand and agree that there are two major issues involved in the annexation process: one is the environmental impact report ("EIR") for the annexation and the other is the General Plan Amendment and Zone Change. The following is a condensed version of the Annexation Work Program as related to the City process:

- A. DCP provides GIS and demographic information to the annexation consultants, including housing and population counts; parcel level information; radius map and addresses for future hearings.
- B. Consultants prepare application package (would include EIR, LAFCO, application) and would be filed with LAFCO.
- C. Coordination with agencies, including: coordinate with CAO, assist CAO to assess cost estimates from City departments on annexation, coordinate with City Attorney's Office, Prepare DCP report/request to CAO for Boundaries Committee report.
- D. Pre-Zone Change and pre-General Plan Amendment work
- E. Hearing Officer and Hearing Officer's report to DCP Director, including: Hearing Officer's Report to CDC; prepare Report to PLUM and City Council; prepare Determination Package for Mayoral Recommendation on Plan Amendment; publish Zone Change and Plan Amendment.

The parties estimated that a majority of the Annexation Work Program tasks will be performed by the HACLA and its consultants. The balance of the Annexation Work Program tasks are traditionally performed by DCP. In the event DCP is asked by the HACLA to perform Annexation Work Program tasks outside the scope of those it traditionally performs, DCP and the HACLA shall meet and confer in good faith to negotiate an appropriate level of additional funding to be provided by the HACLA to DCP.

ARTICLE IV – COORDINATION BETWEEN HACLA AND DCP

Because the creation of Specific Plans are, by law, the sole responsibility of the municipality's Planning Department, and in the City of Los Angeles by DCP, HACLA and DCP will make every effort to coordinate in their responsibilities for the completion the Jordan Downs Specific Plan. In order to facilitate this coordination:

- A. HACLA staff will be included in all DCP working meetings relating to the Specific Plan Work Program providing a venue for progress reports, inputs and coordination.
- B. The outputs of land-use surveying and mapping will be shared.
- C. HACLA will contribute the use of staff resources, as available, to assist with drafting documents, public relations strategies and preparation of graphics.

- D. The HACLA and DCP will jointly develop the strategies for community outreach and participation.
- E. Dissemination of information to the public and particularly, residents of Jordon Downs, will be discussed in advance of publication whenever reasonable and practical.

ARTICLE V – COMPENSATION

- A. It is expressly understood and agreed that in no event shall the total compensation to be paid by the HACLA to DCP under this Agreement and any sub-agreements executed pursuant hereto exceed a maximum total amount of \$218,400 (the "Total Compensation").

ARTICLE VI – FINANCIAL PROVISIONS AND METHOD OF PAYMENT

A. METHOD OF PAYMENT; REFUNDING

The parties understand and agree that it is their intent that the HACLA provide DCP with funding in advance of its need so that such payments are not made on a reimbursement basis. Upon the execution of this Agreement and before commencement of the Specific Plan Work Program, HACLA shall deliver to DCP a check in an amount equal to \$109,200 (one half the of the Total Compensation) (the "Initial Payment"). Upon receipt of the Initial Payment, DCP shall commence the Specific Plan Work Program. Upon the annual anniversary of this Agreement, the HACLA shall deliver to DCP a check in an amount equal to the balance of the Total Compensation; provided, however, upon request of DCP from time to time before the annual anniversary, the HACLA may provide additional portions of the Total Compensation to DCP to facilitate completion of the Specific Plan Work Program. In the event this Agreement is terminated prior to expiration of its two-year term, unexpended amounts of the Total Compensation shall be remitted to HACLA with an accounting satisfactory to the HACLA of those amounts expended by DCP within ten (10) days of demand from the HACLA.

B. COST ESCALATION

1. DCP shall use due diligence and best efforts to complete the Specific Plan Work Program in accordance with the Schedule of Performance, to prevent cost overruns, and limit change orders and modifications to this Agreement for budget adjustments. Cost overruns and change orders leading to additional costs shall be subject to the written approval of HACLA.
2. If at any point during the project DCP has reason to believe the cost exceeds or may exceed the Total Compensation, the DCP, at the earliest possible time, but no later than five (5) business days after discovery, shall advise the HACLA of its budget assessment.

The parties shall meet to resolve the budget issue, address the change order, if applicable, and shall attempt to mutually agree to either seek other funds to complete the Specific Plan Work Program in accordance with the Schedule of Performance.

C. ACCOUNTS AND RECORDS

DCP shall maintain complete and accurate books of account and records for all funds utilized under this Agreement, including records which will permit a speedy and effective audit and which will fully disclose the amount and the disposition by the HACLA and DCP of the administered funds. The HACLA and DCP will maintain such records as required in conformance with applicable federal, state and local regulations. The obligations contained herein shall survive the expiration or termination of this Agreement.

D. USE OF PROJECT FUNDS

The DCP shall only expend funds in conformity with this Agreement, the Project Budget as identified in Exhibit "C" attached hereto, and applicable HACLA, City, State and Federal regulations and guidelines. If for any reason a cost is found to be ineligible, DCP shall return funds to the HACLA in the timeframe needed to satisfy the HACLA's request for return of funds.

E. ACCESS TO RECORDS AND AUDITS

The HACLA shall have full and free access to all books, papers, documents and records of DCP and all City Departments that are pertinent to its performance under this Agreement, including the right to audit, and to make copies and excerpts from transactions and reports in compliance with laws, regulations and administrative requirements. The HACLA and DCP shall comply with applicable audit laws, requirements and provisions.

ARTICLE VII – TIME PERIODS

- A. Upon execution of this Agreement by all parties signatory hereto and DCP's receipt of the Initial Payment, DCP shall commence performance pursuant to the Schedule of Performance.
- B. All signatory parties will perform all tasks necessary to move forward the Jordan Downs Specific Plan according to the Schedule of Performance.
- C. All parties that are responsible for the design and review shall do so within the time period requested and set forth in the Schedule of Performance.

- D. Time is of the essence in the performance of every covenant and obligation under this Agreement.

ARTICLE VIII – TERMINATION

- A. Termination by HACLA. Prior to expiration of the Term, HACLA may terminate this Agreement:

1. if DCP shall have breached any provision of this Agreement in any material respect, and shall not have substantially corrected such breach of this Agreement within thirty (30) days of notice given by HACLA to DCP, or
2. without cause upon sixty (60) days of notice given by HACLA to DCP.

- B. Termination by DCP. Prior to expiration of the Term, DCP may terminate this Agreement:

1. if HACLA shall have breached any provision of this Agreement in any material respect, and shall not have substantially corrected such breach of this Agreement within thirty (30) days of notice given by DCP to HACLA, or
2. without cause upon sixty (60) days of notice given by DCP to HACLA.

ARTICLE IX - GENERAL TERMS AND CONDITIONS

A. SUB-AGREEMENTS

Any sub-agreements executed by the parties pursuant to this Agreement will further define the specific scope of services and funding for such specific projects or tasks and shall be subject to the prior written approval of the governing bodies of the parties if so required. In no event shall the total cost of this Agreement and any sub-agreements exceed the Total Compensation unless approved by the governing Board of the HACLA.

B. RELATIONSHIP OF PARTIES

The relationship between the HACLA and DCP under this Agreement shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Neither the HACLA nor DCP shall undertake or assume any responsibility or duty of the other or any third party with respect to this Agreement.

C. INDEMNIFICATION

Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895. Pursuant to Government Code Section 895.4 and 895.6, the HACLA and DCP shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring during or pursuant to the performance of this Agreement and any sub-

agreements hereto. The HACLA and DCP indemnify and hold harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2. In the event of third party loss caused by negligence, wrongful act or omission of both parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated. This Section shall survive the expiration or termination of this Agreement.

D. INVALIDITY OF PROVISIONS

Should any covenant, condition, or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

E. CONSENTS AND APPROVALS

Any consent or approval of the HACLA or DCP required under this Agreement shall not be unreasonably withheld. Any approval required under this Agreement shall be in writing and executed by any authorized representative of the party granting the approval.

F. WAIVER

Any waiver by the HACLA or DCP of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the HACLA or DCP to take action on any breach or default of the other or to pursue any remedy allowed under this Agreement or any applicable law. Any extension of time granted to the HACLA or DCP to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the HACLA or DCP to any act or omission by the other shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the HACLA's or DCP's written consent to future waivers.

G. MODIFICATIONS

Any modification or amendment of this Agreement must be in writing and executed by all parties.

H. CONFLICTS OF INTEREST

The HACLA and DCP shall comply with all applicable local, state and federal rules and regulations with respect to conflicts of interest.

I. DRAFTING

Each of the parties hereto agree that this Agreement is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each such party to this Agreement waives the effect of such statute.

J. GOVERNING LAW

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

K. ASSIGNMENT

This Agreement is not assignable by either party without the prior written consent of the other party.

L. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

M. ENTIRE AGREEMENT

This Agreement, including all exhibits and other documents incorporated herein or made applicable by reference, if any, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written.

[END OF PAGE]

APPROVED AS TO FORM
Carmen Trutanich, City Attorney

HOUSING AUTHORITY
OF THE CITY OF LOS ANGELES
CITY OF LOS ANGELES, CALIFORNIA

By: _____
HACLA General Counsel

By: _____
Rudolf C. Montiel, PE
President and Chief Executive Officer

Executed this _____ day of _____, 2009

APPROVED AS TO FORM
Carmen Trutanich, City Attorney

DEPARTMENT OF CITY PLANNING
CITY OF LOS ANGELES, CALIFORNIA

By: _____
Assistant City Attorney

By: _____
S. Gail Goldberg, AICP
Director of Planning

Executed this _____ day of _____, 2009

EXHIBIT "A"

JORDAN DOWNS PUBLIC HOUSING DEVELOPMENT PROJECT DESCRIPTION SUMMARY

In 2006, the HACLA Board of Commissioners initiated a comprehensive strategic planning process to redevelop Jordan Downs and surrounding areas. The Plan would demolish the existing 700 units of public housing and replace them with a mixed-use, mixed-income, pedestrian friendly sustainable community.

The project is located at 9800 Grape Street in the City of Los Angeles Southeast Los Angeles Community Plan Area, and it is comprised of approximately 49.48 acres of the existing housing project; an additional 21.08 acres of land located to the north-east of the housing project, which is proposed for annexation; and the LAUSD-owned Jordan Downs High School with 18.99 acres.

HACLA would utilize one-for-one replacement of public housing units. HACLA's overall vision for the project would potentially triple the current 700 public housing units to 2,100 units with the following mix:

- 700 workforce housing
- 700 market rate rental units
- 700 ownership units

The Los Angeles City Council adopted a motion on March 6, 2009 to direct the Department of City Planning (DCP), in cooperation with HACLA, Community Redevelopment Agency of the City of Los Angeles (CRA/LA), Community Development Department (CDD), Department of Transportation (DOT), the Department of Public Works, and any additional necessary departments to develop a Specific Plan addressing appropriate General Plan Designation and Zoning, density, development standards, design, and community amenities. The Department of City Planning shall develop an extensive public engagement process as well as closely work with, the Jordan Downs Community Advisory Committee, Certified Neighborhood Councils and the South Los Angeles Area Planning Commission to get broad based input in to the drafting of said Specific Plan.

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

The following task and activities comprise a portion of those required to complete the Specific Plan Work Program. It is the desire, intention and goal of the parties and a material portion of the consideration which supports the HACLA's decision to enter into this Agreement that the Specific Plan Work Program be completed and the Specific Plan be adopted within one year's time subject to any delays associated with the Mayor's or the HACLA Board of Commissioners' requests for additional public hearings, studies and similar activities (unrelated to the efforts of DCP and HACLA staff). DCP and HACLA shall work diligently and in good faith to complete the following tasks within one (1) year and the time lines identified below for any particular task will not be understood or construed as consecutive. In other words, certain of the tasks may be completed concurrently in an effort to meet the one (1) year goal. In any event, and despite best efforts of the various City agencies, any delays in completing tasks and the failure to achieve the one (1) year goal for completion shall not form the basis for a lawsuit under a claim for breach of contract or any other legal theory.

	Task	Time Line
1	Issues Identification and Project Detail	30 days
2	Consultant coordination	On-going
3	Process the Project (Specific Plan); present Project Description to the City's Environmental Staff Advisory Committee (ESAC)	120 days
4	Public outreach	90 days
5	Revise preliminary draft plan	30 days
6	Coordination with the Southeast L.A. New Community Plan Program	On-going
7	Consistency with existing City Plans	30 days
8	City Attorney review	TBD
9	Public meetings/open house/public hearings	30 days
10	Finalize draft Specific Plan/City/Staff Report/CPC	60 days
11	Adoption process to City Council	TBD
12	Ordinance publication, Ord. maps by GIS; drafting ZI and ZIMAS posting	TBD

EXHIBIT "C"

JORDAN DOWNS SPECIFIC PLAN PROJECT BUDGET

	Description	Year 1	Year 2
1	Planning Assistant (1/3)	\$65,200	\$67,200
2	Overtime	\$24,000	\$22,000
3	Contingency/sub-agreements	\$20,000	\$20,000
	Annual Total:	\$109,200	\$109,200
	Grand Total:	\$218,400	

CITY OF LOS ANGELES
CALIFORNIA

KAREN E. KALFAYAN
Interim City Clerk

HOLLY WOLCOTT
Executive Officer



ANTONIO R. VILLARAIGOSA
MAYOR

Office of the
CITY CLERK

Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
General Information - (213) 978-1133
Fax: (213) 978-1040

KONRAD CARTER
Acting Chief, Council and Public Services
Division

www.cityclerk.lacity.org

March 10, 2009

To All Interested Parties:

The City Council adopted the action(s), as attached, under Council file
No. 09-0186, at its meeting held on March 6, 2009.

City Clerk
jr

2-4-09

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

FILE NO. 09-0186

Your

PLANNING AND LAND USE MANAGEMENT

Committee

reports as follows:

PLANNING AND LAND USE MANAGEMENT COMMITTEE REPORT relative to the initiation of a specific plan for the proposed Jordan Downs public housing redevelopment plan.

Recommendation for Council action, pursuant to Motion (Hahn - Greuel), as amended:

INSTRUCT the Department of City Planning to initiate a specific plan, in cooperation with Housing Authority of the City of Los Angeles (HACLA), Community Redevelopment Agency of the City of Los Angeles, Community Development Department, Department of Transportation, the Department of Public Works, and any additional necessary departments, for the Jordan Downs public housing redevelopment plan which will address appropriate land uses, development standards, design and community amenities.

Fiscal Impact Statement: Neither the City Administrative Officer nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None submitted.

Summary:

At its meeting held on February 24, 2009, the Planning and Land Use Management (PLUM) Committee considered and approved Motion (Hahn - Greuel) instructing the Planning Department to work with the Housing Authority of the City of Los Angeles to initiate a specific plan for the proposed Jordan Downs public housing redevelopment plan that addresses appropriate land uses, development standards, design and community amenities. During the hearing staff from Council District 15 requested the PLUM Committee to amend Motion (Hahn - Greuel) to request the participation of other City departments as underlined, and as follows:

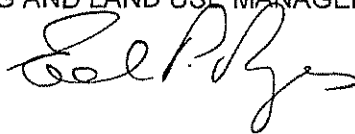
"Instruct the Department of City Planning to initiate a specific plan, in cooperation with HACLA, Community Redevelopment Agency of the City of Los Angeles, Community Development Department, Department of Transportation, the Department of Public Works, and any additional necessary departments, for the Jordan Downs public housing redevelopment plan which will address appropriate land uses, development standards, design and community amenities."

The PLUM Committee recommended that Council approve the instructions in Motion (Hahn - Greuel) as amended. The matter is hereby forwarded to Council for consideration.

Respectfully submitted,

MAR 04 2009 - Continued to March 6, 2009

PLANNING AND LAND USE MANAGEMENT COMMITTEE



ADOPTED

MAR 6 2009

LOS ANGELES CITY COUNCIL

MEMBER VOTE
REYES: YES
HUIZAR: YES
WEISS: ABSENT

BG:ys
02-26-09
CD 15
09-0186_rpt_plum_02-26-09

- Not Official Until Council Acts -