



**COMMUNITY DEVELOPMENT COMMISSION/  
HOUSING AUTHORITY**  
of the County of Los Angeles

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Commissioners

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Executive Director

April 16, 2019

Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors/Commissioners:

**MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS ANGELES, BY  
AND THROUGH THE DEPARTMENT OF PUBLIC HEALTH AND COMMUNITY  
DEVELOPMENT COMMISSION FOR IMPLEMENTATION OF THE EXIDE AREA  
LEAD-BASED PAINT HAZARD MITIGATION PROGRAM MANAGEMENT SERVICES  
AND APPROVE APPROPRIATION ADJUSTMENT  
(FIRST DISTRICT) (3 AND 4 VOTE)**

**SUBJECT**

This letter requests that your Board approve delegated authority to execute a Memorandum of Understanding (MOU) with the County of Los Angeles (County), through the Department of Public Health (DPH), and the Community Development Commission of the County of Los Angeles (Commission) for the Lead-Based Paint Hazard Mitigation – Exide Area Program (Exide Area Program), which is the lead paint hazard mitigation of homes affected by the aerial emissions of lead by the Exide Technologies battery recycling plant located in the City of Vernon (Project). This letter also requests approval of an appropriation adjustment that will allow DPH, via the approved MOU, to transfer Southern California Gas Company Legal Settlement Funds from DPH to the Commission and designate the Commission to act on behalf of the County for the Exide Area Program.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

1-D April 16, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER



**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:**

1. Consider the attached Initial Study/Mitigated Negative Declaration (IS/MND) for the Lead-Based Paint Hazard Mitigation – Exide Area Program together with any comments received during the public review process, and find that the IS/MND reflects the independent judgment and analysis of the Board.
2. Adopt the mitigation monitoring and reporting program, finding that the mitigation monitoring and reporting plan is adequately designed to ensure compliance with the mitigation measures during Project implementation, and find on the basis of the whole record before your Board that there is no substantial evidence that the Project will have a significant effect on the environment.
3. Adopt the IS/MND prepared pursuant to the requirements of the California Environmental Quality Act for the Lead-Based Paint Hazard Mitigation – Exide Area Program to be implemented across the County.
4. Approve the attached DPH Appropriation Adjustment (Attachment I) in the amount of \$5.2 million to increase appropriation for Other Charges (OC) and Services and Supplies (S&S) for additional spending authority, which is needed for the Lead-Based Paint Hazard Mitigation – Exide Area Program.
5. Designate the Commission to serve as the agent of the County for administration of the Exide Area Program.
6. Delegate authority to execute the MOU, and any necessary amendments approved as to form by County Counsel, with notice to the Board of Supervisors and the Chief Executive Office, between the County, by and through DPH, and the Commission for the administration of the Exide Area Program; and authorize the transfer of up to \$5 million from DPH in Southern California Gas Company (SoCalGas) Legal Settlement Funds to the Commission.

**IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:**

1. Acting as a Responsible Agency for the Lead-Based Paint Hazard Mitigation – Exide Area Program, consider the IS/MND adopted by the County of Los Angeles as Lead Agency, together with any comments received during the public review process; certify that the Commission has independently considered and reached its own conclusions regarding the environmental effects of the Exide Area Program as shown in the IS/MND; adopt the mitigation monitoring program, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during program implementation.

2. Authorize the Commission to serve as the agent of the County for the administration of the Exide Area Program; and to accept from the County up to \$5 million in SoCalGas Legal Settlement Funds, and to incorporate these funds into the Commission's approved Fiscal Year 2018-2019 budget.
3. Authorize the Executive Director, or her designee, to execute an MOU, and any necessary amendments, with the County, by and through DPH, for the Exide Area Program, upon approval by County Counsel.
4. Authorize the Executive Director, or her designee, to enter into agreements with the Cities of Bell, Maywood, Commerce, Huntington Park, Los Angeles, and Vernon that are within the Exide Area Program affected areas in order to support lead-based paint mitigation activities, subject to approval by County Counsel.
5. Authorize the Executive Director, or her designee, to use Board-approved Job Order Contracts (JOC) to conduct mitigation activities.
6. Authorize the Executive Director, or her designee, to execute amendments to the recommended agreements to: (a) make necessary changes to the scope of services; and/or (b) add, delete and/or change certain terms and conditions, subject to prior review and approval as to form by County Counsel.

#### **PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to authorize delegated authority for DPH and CDC to enter into a MOU to provide lead-based paint hazard mitigation services to the area surrounding the now closed Exide Technologies Inc. battery recycling facility in the City of Vernon. This action also authorizes the acceptance and incorporation of up to \$5 million from DPH into the Commission's Fiscal Year (FY) 2018-2019 budget, for the Exide Area Program, and to enter into agreements with local governments in the affected areas.

It is estimated that between 150 and 300 residential units (both single and multi-family) will be provided with mitigation services under the Exide Area Program. Currently, the cost for interior and exterior lead-based paint mitigation is conservatively estimated to be \$25,000 per unit. This estimate is based upon DPH's recent pilot lead paint mitigation program in the Exide area. As such, the number of Exide Area Program residential units mitigated will depend on the nature and extent of lead paint hazards determined to exist at the properties and the costs necessary to remediate those conditions. In addition, individuals and families may be relocated and receive case management services while the mitigation activities are underway.

Under the Exide Area Program, residences within the cities of Bell, Maywood, Commerce, Huntington Park, Los Angeles, Vernon, and unincorporated areas of East Los Angeles are eligible for lead paint hazard mitigation services. DPH funds can be used for both residential interior and exterior mitigation.

The process for removing lead-based paint is labor intensive, requiring testing to determine the level of lead and the extent of the areas that must be addressed. The Commission will use lead-safe work practices to handle hazardous substances as well as mitigation to reduce lead exposures that include encapsulation of lead paint surfaces, replacement of windows and doors, as well as construction components that contribute to the destabilization of painted surfaces. If the household is temporarily relocated, the home must be re-tested and cleared after completion of mitigation activities before residents can return.

Before the above work begins, relocation consultants will meet with each family to describe the work that will be done and the relocation services and benefits available to them. Relocation benefits may include, but are not limited to, temporary accommodations, meals, and incidental expenses such as boarding of pets, transportation subsidies, and other out of pocket expenses.

The Exide Area Program will include the following additional activities.

- **Community Outreach and Enrollment of Homes into the Exide Area Program**

Memoranda of Understanding will be executed with impacted cities to support lead-based paint hazard mitigation activities, and contracts will be entered into with community-based organizations (CBOs) to develop trust and encourage program enrollment. This activity also includes funding for design and printing of outreach materials and mailings to targeted households.

- **Lead Paint Hazard Evaluation of Residence & Clearance Testing**

Lead testing consultants will test residences to determine the presence of lead paint hazard conditions, establish mitigation plan, and clear every property before residents return. The Commission's Construction Management Unit will provide oversight support, scope of work write up/cost calculations, scheduling, and onsite inspections before, during and after remediation.

- **Program Development and Management**

Develop program infrastructure by customizing an existing database to conduct continuous tracking, monitoring, and reporting of including, but not limited to, number of applicants, eligible homes, enrollees, homes tested, budget allocations, and expenditures. This activity will also conduct the procurement, contract development and administration, and oversight of relocation, lead, and outreach partners.

In order to expedite the implementation of the Exide Area Program and efficiently use available funding, the Executive Director, or her designee, is requesting approval to use Board-approved JOC and/or other Board-approved contracting method to complete the work for the Exide Area Program. The JOC program is a flexible, cost-effective, unit price,

and indefinite quantity contracting method used to effectively accomplish maintenance, repair, refurbishment, rehabilitation, retrofit, and other repetitive-type work for public agencies without extensive plans and specifications. This process reduces administrative costs and lowers direct construction costs while meeting all Federal, State, and County procurement requirements. JOC programs have been successfully implemented by the Housing Authority, County's Internal Services Department, Department of Public Works and other local and Federal agencies.

### **FISCAL IMPACT/FINANCING**

Your Board approved the settlement of the County's lawsuit against Southern California Gas Company (SoCalGas) related to the 2015 Aliso Canyon natural gas leak on August 7, 2018. Pursuant to the settlement, SoCalGas will provide to the County \$5.2 million for DPH to use to mitigate lead-based paint hazards from interior and exterior of residential structures in the communities that suffered negative health impacts of releases from the now closed Exide Technologies, Inc. lead-acid battery recycling facility. Up to \$5 million will be transferred by DPH to the Commission for the Exide Area Program to provide the lead-based paint mitigation. DPH will partner in the oversight of the Exide Area Program. The Exide Area Program includes the Cities of Bell, Maywood, Commerce, Huntington Park, Los Angeles, Vernon, and unincorporated areas of East Los Angeles.

The funding from SoCalGas was received in March 2019. Any funds not used for their intended purpose within seven years of March 2019 shall be returned to the Aliso Fund as stipulated in the settlement.

An approved appropriation adjustment in the amount of \$5.2 million will increase DPH FY 2018-2019 OC and S&S appropriation, which will allow DPH to transfer up to \$5 million SoCalGas funds to the Commission to fund the Exide Area Program.

The Commission and DPH have been planning the implementation of the Exide Area Program since October 1, 2018. The Commission will utilize the \$5 million of SoCalGas Settlement Funds for the following activities related to lead paint mitigation:

- Outreach/Enrollment of Properties into the Program
- Residential Housing Lead Hazard Evaluations and Clearances
- Lead-Based Paint Mitigation and Relocation

DPH will use the remaining \$200,000 for both outreach and enrollment activities and the evaluation of the Exide Area Program. Evaluation of Program operations is critical to improving the operational functioning of the program. The Exide Area Program activities from outreach and enrollment to final clearance testing will be evaluated to determine and troubleshoot issues that may arise in a project of this magnitude in order to maximize the Program's continuing efficiency.

Exide Area Program implementation is expected to run from June 2019 until June 2021. Once SoCalGas settlement Funds are received from DPH, it will take approximately three months to begin mitigation activities.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The CDC Executive Director, or her designee, and DPH Director is requesting delegated authority to execute an MOU with the County, by and through DPH, in order and to incorporate up to \$5 million in settlement funds into the Commission's FY 2018-2019 budget, following the execution of the MOU. The MOU sets forth the Commission and DPH's responsibilities for the Exide Area Program and the transfer of the DPH Funds to the Commission. The settlement funds will be allocated for outreach and education, inspections, mitigation, program development, management and evaluation as well as the Commission's administration of the Exide Area Program.

In addition, the Executive Director is requesting authority to enter into agreements with the local jurisdictions within the Exide Area Program in order to provide support to affected households, subject to approval by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

An Initial Study was prepared for the proposed program in compliance with the California Environmental Quality Act (CEQA). The Initial Study identified one potentially significant effect of the program in the area of Cultural Resources. Prior to the release of the proposed Initial Study and Mitigated Negative Declaration for public review, revisions in the program were made or agreed to which would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, as follows:

Cultural Resources: In the project planning phase, prior to construction activities, the lead agency shall determine if a property is a historical resource for the purposes of CEQA. If a property for which exterior mitigation or repair work is proposed is over 45 years of age and has not been previously evaluated for historical significance, a historical resources evaluation shall be prepared to determine whether the property is a historic resource under CEQA. Properties that are found eligible for federal, state, or local designation shall include a list of character-defining features. For identified historical resources, a qualified architectural historian or historic architect shall be consulted prior to any exterior modifications to determine whether proposed work would materially impair the historical resource's significance as defined by California Public Resources Code (PRC) Section 5020.1(q). The architectural historian or historic architect shall analyze all project components for compliance with the Secretary of the Interior's Standards for Rehabilitation and any design modifications necessary to bring the project into compliance with the Secretary of the Interior's Standards for Rehabilitation shall be incorporated.

The Initial Study and program revisions showed that there is no substantial evidence, in light of the whole record before your Board, that the program as revised may have a

significant effect on the environment. Based on the Initial Study and program revisions, a Mitigated Negative Declaration was prepared for this program.

Public Notice was published in the Los Angeles Times on December 21, 2018, mailed to the State Clearinghouse in Sacramento and posted at the Los Angeles County Clerk office in Norwalk, pursuant to PRC Sections 21092 and 21092.3. Comments were received from the County of Los Angeles Fire Department and the California Department of Toxic Substances Control (DTSC). The comments from the Fire Department are general comments indicating that the program will not impact County Fire Department services. The comments from DTSC required minor changes to the Initial Study, which have been made.

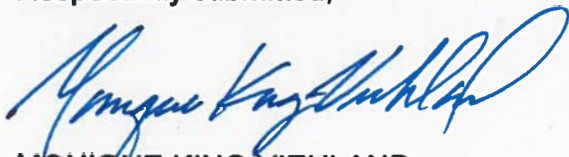
The documents and other materials constituting the record of proceedings upon which your Board's decision is based are located at the Community Development Commission/Housing Authority of the County of Los Angeles at 700 W. Main Street in Alhambra. The custodian of these documents and materials is Donald Dean, Environmental Officer for the Community Development Commission/Housing Authority.

This project has been determined by the California Department of Fish and Wildlife to be exempt from their fee pursuant to Section 711.4 of the Fish and Game Code. Upon your Board's adoption of the Mitigated Negative Declaration, the Commission will file a Notice of Determination in accordance with Section 21152(a) of the California PRC and pay the required filing fee with the County Clerk in the amount of \$75.

#### **IMPACT ON CURRENT PROGRAM**

The requested actions will provide critical lead paint hazard mitigation services to families with children and protect the health of Los Angeles County residents by enrolling, testing, and mitigating eligible single-family and multi-family dwellings/units with lead paint hazards.

Respectfully submitted,



MONIQUE KING-VIEHLAND  
Executive Director  
Community Development Commission



BARBARA FERRER, PhD, MPH, MEd  
Director  
Department of Public Health

Enclosures

PINK

BOARD OF SUPERVISORS OFFICIAL COPY

BA FORM 03/13

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 295

DEPARTMENT OF PUBLIC HEALTH

March 7, 2019

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2018-19

4 - VOTES

SOURCES

USES

PH - Lead-based Paint Abatement
BT2-PH-94-9735-41152
Settlements
Increase Revenue \$5,200,000

PH - Lead-based Paint Abatement
BT2-PH-5500-41152
Other Charges
Increase Appropriation \$5,000,000

PH - Lead-based Paint Abatement
BT2-PH-2000-41152
Services and Supplies
Increase Appropriation \$200,000

SOURCES TOTAL: \$ 5,200,000

USES TOTAL: \$ 5,200,000

JUSTIFICATION

This request is a one-time transfer adjustment of \$5.2 million. This adjustment is necessary to increase DPH FY 2018-19 Other Charges and Services & Supplies appropriation for additional spending authority, which is needed for the Lead-Based Paint Hazard Mitigation - Exide Area Program.

[Handwritten Signature]

AUTHORIZED SIGNATURE [VICTOR G. CORTEZ, CHIEF FINANCIAL OFFICER]

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

- RECOMMENDATION (checked)
ACTION

- APPROVED AS REQUESTED (checked)
APPROVED AS REVISED

AUDITOR-CONTROLLER

BY [Signature]

CHIEF EXECUTIVE OFFICER

BY [Signature]

B.A. NO. 210

March 20 20 19

march 20 20 19





# Lead-Based Paint Hazard Mitigation Program

## Initial Study – Mitigated Negative Declaration

*prepared by*

**County of Los Angeles**

Community Development Commission/Housing Authority

700 W. Main Street

Alhambra, California 91801

Contact: Donald Dean, Environmental Officer

*prepared with the assistance of*

**Rincon Consultants, Inc.**

250 East 1<sup>st</sup> Street, Suite 301

Los Angeles, California 90012

**January 2019**

# Lead-Based Paint Hazard Mitigation Program

## Initial Study – Mitigated Negative Declaration

*prepared by*

**County of Los Angeles**

Community Development Commission/Housing Authority

700 W. Main Street

Alhambra, California 91801

Contact: Donald Dean, Environmental Officer

*prepared with the assistance of*

**Rincon Consultants, Inc.**

250 East 1<sup>st</sup> Street, Suite 301

Los Angeles, California 90012

**January 2019**

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# Initial Study

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## 1. Project Title

Lead-Based Paint Hazard Mitigation Program

## 2. Lead Agency Name and Address

County of Los Angeles  
Community Development Commission/Housing Authority of the County of Los Angeles  
700 W. Main Street  
Alhambra, California 91801

## 3. Contact Person and Phone Number

Donald Dean  
Environmental Officer  
(626) 586-1740  
Donald.Dean@lacdc.org

## 4. Project Location

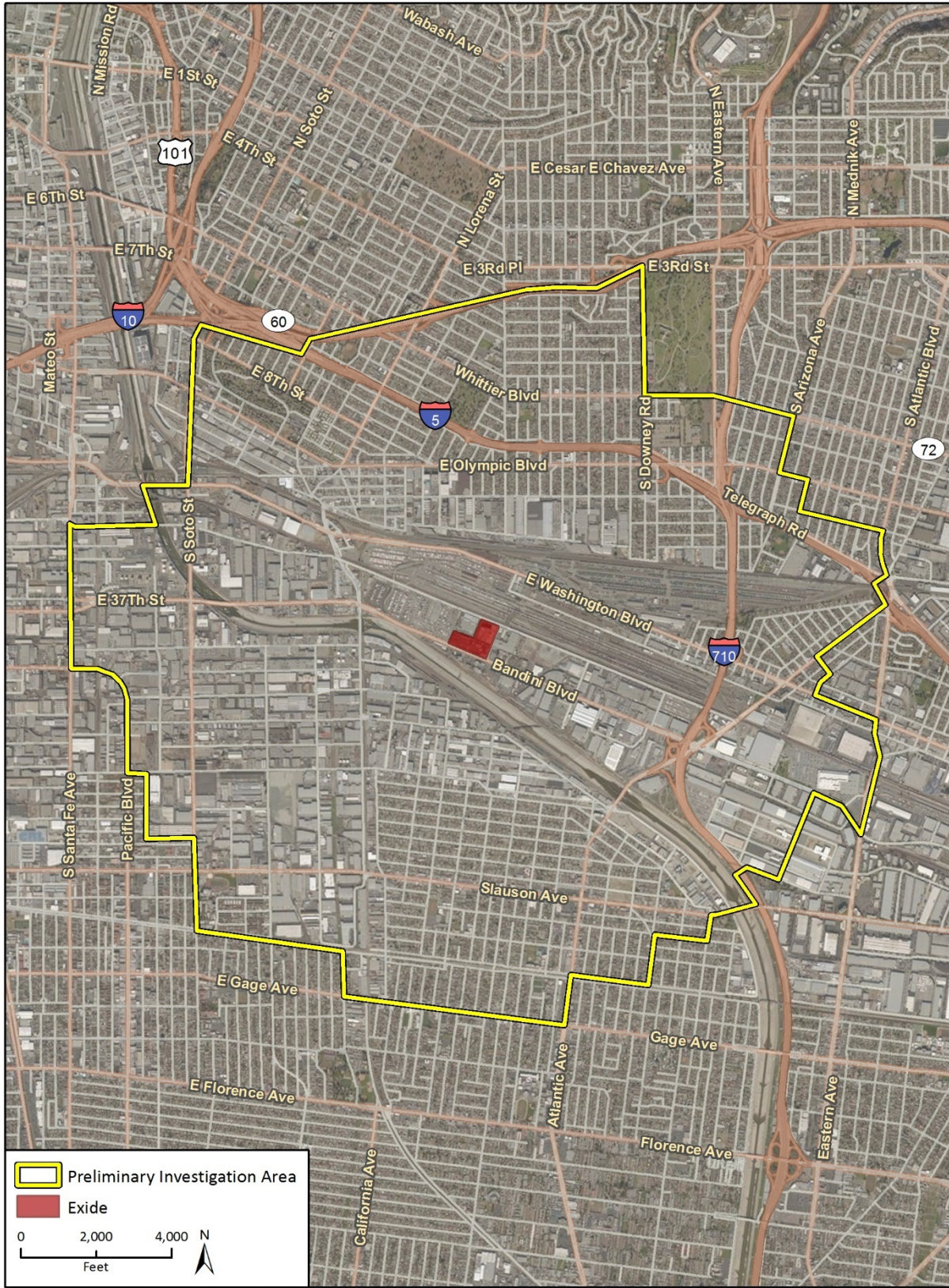
The Lead-Based Paint Hazard Mitigation Program, hereafter called the Program, is funded by multiple sources with specific restrictions on the implementation area. Some funding sources allow the Program to be implemented anywhere throughout Los Angeles County, although attention would be focused on the County's most affected communities. These are primarily in the County's urban areas. Los Angeles County stretches along 75 miles of the Pacific Coast of Southern California, encompassing approximately 4,083 square miles and 88 incorporated cities. Program funding that is restricted to Exide<sup>1</sup> impacted communities would be implemented in the Preliminary Investigation Area (PIA), which encompasses approximately 11 square miles surrounding the former Exide Technologies Facility (Exide), located at 2700 South Indiana Street in Vernon, California. Figure 1 shows the regional location of the PIA and Figure 2 shows the PIA in relation to Exide and the neighborhood context. The PIA includes the Cities of Vernon, Maywood, Los Angeles (Boyles Height neighborhood), Huntington Park, Commerce, and Bell as well as part of the County of Los Angeles (East Los Angeles neighborhood).

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<sup>1</sup> Exide Technologies, Inc. (Exide Facility) began operating in 1922 and operated as a battery recycling facility from 2000 to 2014. Exide Technologies was found to significantly contribute to lead contamination of soil and groundwater in the communities surrounding the facility and is responsible for all of the previous releases from the closed Exide Facility.



Figure 2 Exide Facility and Surrounding Impacted Community





## 5. Project Sponsor's Name and Address

County of Los Angeles Department of Public Health  
313 North Figueroa Street  
Los Angeles, California 90012  
(213) 240-8144

## 6. General Plan Designation

The PIA is located within the County of Los Angeles and is part of the East Los Angeles Specific Plan. The land use designations of the PIA areas in the East Los Angeles Specific Plan are Low-Medium Density Zone (residential) and Civic Zone (County of Los Angeles 2018).

The City of Los Angeles General Plan designates the areas of the PIA as Open Space, Heavy Manufacturing, Regional Center Commercial, Low Medium II Residential, Public Facilities, and Low Residential (City of Los Angeles 2017).

The City of Vernon General Plan designates the areas of the PIA as Industrial, with Housing, Emergency Shelter, Commercial, Rendering, and Slaughtering overlay districts (City of Vernon 2007).

The City of Maywood land use map designates the areas of the PIA as Residential, Town Center Commercial, Mixed Use, Industrial, Public/Quasi-Public, and Park (City of Maywood n.d.).

The City of Huntington Park General Plan designates the areas of the PIA as Central Business District/Residential, General Commercial, and Professional Commercial (City of Huntington Park 1991).

The City of Commerce General Plan designates the areas of the PIA as Atlantic Mixed Use, Commercial Manufacturing, Commercial, Low Density Residential, Medium Density Residential, Transportation, Industrial, and Public Facilities (City of Commerce 2008).

The City of Bell designates the areas of the PIA as Medium Density Residential (RMD), Commercial (COMM), Institutional (INST), and Open Space (OS) land uses (City of Bell 2018)

The general area of the County of Los Angeles in which the Plan may be implemented would likely be in areas with residential land use designations.

## 7. Zoning

The zoning designations are specific within each local jurisdiction, but are likely to include residential zoning designations throughout Los Angeles County. Zoning identified in County of Los Angeles in the PIA area includes Limited Multiple Residence (R-3), Unlimited Commercial (C-3), O-S, Institutional (IT), Light Manufacturing (M-1), and Specific Plan (SP) (County of Los Angeles 2018).

City of Los Angeles zones in the PIA include Restricted Density Multiple Dwelling (RD), Public Facilities (PF), One-Family (R1), Commercial (C2), Agriculture (A1), and Light Industrial (M2) (City of Los Angeles 2017).

City of Vernon zones in the PIA include Industrial, with Housing, Emergency Shelter, Commercial-1, Commercial-2, Rendering, Slaughtering, and Truck and Freight Terminal overlays (City of Vernon 2015).

City of Maywood zones in the PIA include Residential (R-3), Commercial (C), Commercial Manufacturing (CM), Industrial (M), Public Facilities (PF), Open Space (OS), and includes the Specialty Residential Overlay (R-S), and the Civic Center Overlay (CC) (City of Maywood n.d.).

City of Huntington Park zones in the PIA include High Density Residential (RH), Public Facilities (PF), Commercial General (CG), Open Space, (OS), and Manufacturing Planned Development (MPD) (City of Huntington Park 2015).

City of Commerce zones in the PIA include Heavy Industrial (M2), Commercial Manufacturing (C/M1), Single Family Residential (R1), Light Multiple Residential (R2), Light Manufacturing (M1), and Public Facility (PF) (City of Commerce 2009).

City of Bell zones in the PIA include General Commercial Zone (C3R), High Density Multiple-Family Residential Zone (R3), and Heavy Commercial Zone (C3) (City of Bell 2018).

## 8. Description of Project

### Background

Exide Technologies, Inc. began operating at 2700 South Indiana Street in the City of Vernon in 1922. From 2000 to 2014 Exide operated a battery recycling plant. In 2013, the State Department of Toxic Substances Control (DTSC) ordered Exide to sample 39 residential properties in predefined assessment areas within communities surrounding the facility. Sample results showed high levels of deposited lead at the sampled residential properties and lead to DTSC requiring Exide to expand the sampling area and participate in property cleanups. DTSC's evaluation of soil sample data indicated that lead emissions from Exide had been deposited as far as 1.3 to 1.7 miles away from the Exide facility. DTSC defined the area within a 1.7-mile radius around the Exide facility as the PIA. Exide is responsible for all of the previous releases from the closed facility. The DTSC recently finalized a Removal Action Plan (Cleanup Plan) Offsite Properties within the Exide Preliminary Investigation Area (Final Cleanup Plan), which was approved and issued on July 17, 2017. DTSC's cleanup work described in the Final Cleanup Plan has already begun, is ongoing, and includes the following:

- a. Prior to beginning the work under the Final Cleanup Plan, 330 parcels were cleaned up:
  - i. 186 residential parcels cleaned up by Exide;
  - ii. 95 residential parcels cleaned up by DTSC under different planning documents; and
  - iii. 49 school parcels cleaned up by DTSC under different planning documents.
- b. As of January 18, 2019, 255 additional residential parcels have been cleaned up under the Final Cleanup Plan. Thus, DTSC has cleaned up or overseen the cleanup of a total of 586 parcels in the PIA.

The County of Los Angeles Department of Health (DPH) recognized that Exide contamination contributed an additional toxic threat to impacted neighborhoods within the PIA. Therefore, in addition to the DTSC Soil Cleanup Plan, DPH proposes to dedicate funds to a Lead-Based Paint Hazard Mitigation Program, which will be referred to hereafter as the Program, to inspect and remediate lead-based paint hazards at residences in Exide impacted communities and other communities throughout Los Angeles County that are most impacted by lead-based paint hazards.

### *Funding Use and Limitations*

Funding source restrictions as well as allowable uses and prioritization of allotted funds are dependent on two distinct Program areas, the Exide Program Area and the Countywide Program Area. Funding for the Exide Program Area is restricted for use only in Exide impacted communities defined by the PIA boundary. Additionally, homes within the Exide Program Area that have undergone soil cleanup under the DTSC's Soil Cleanup Plan are prioritized. Use of funds within the Exide Program Area is limited to remediation of interior and exterior lead-based paint hazards. Funds for the Countywide Program Area will address remediation of lead-based paint hazards on the interior of homes built prior to 1951 throughout the County and allow for the replacement of doors or windows if remediation is not possible. Exterior work in the Countywide Program Area would be limited to repairs that are needed to prevent interior damage that would impact remediation effectiveness.

### **Program Objectives**

The Program is anticipated to remediate lead-based paint hazards from approximately 380 homes in Exide impacted communities by the end of 2019 and an estimated 12,000 homes/units throughout County of Los Angeles within 4 years of receiving Lead Paint Lawsuit Judgment funds. Specific funding sources and associated requirements were previously described above in the *Background* discussion.

DPH would implement the Program following the procedures outlined in the court order *People vs Atlantic Richfield Company, et al.* (2014). Prior to Program implementation, properties must first be screened to determine whether the property qualifies for inspection and lead hazard control services. Implementation of the Program does not require the removal of lead-based paint from all surfaces in all homes covered; requirements per the court order are as follows:

- Testing of interior surfaces in homes to identify both the presence of lead-based paint and lead-based paint hazards;
- Remediation of lead-based paint on friction surfaces (including windows, doors, and floors) by either replacement of the building component or encapsulation or enclosure of the lead-paint;
- Remediation of lead-based paint hazards in excess of actionable levels<sup>2</sup> on all other surfaces through paint stabilization (as opposed to paint removal, enclosure or encapsulation);
- Dust removal, covering of bare contaminated soil, proper disposal or waste, post-hazard control cleanup and dust testing, and occupant and worker protection;
- Repair of building deficiencies that might cause the corrective measure to fail (e.g. water leaks) to ensure durability of the lead hazard control measures; and
- Education of families and homeowners on lead poisoning prevention and paint-stabilization techniques to remediate lead-based paint hazards on non-friction surfaces.

For properties requiring remediation services, all replaced building components should be at least equal in quality to the lead painted components they replace. Program remediation activities requiring the removal or encapsulation of lead-based paint hazards would be conducted using hand-held machinery and tools. A majority of lead remediation services are anticipated to occur on the interior of homes.

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<sup>2</sup> Actionable levels are defined as  $\geq 1 \text{ mg/cm}^2$  or  $\geq 5,000 \text{ ppm}$  for lead in deteriorated paint,  $\geq 10 \text{ } \mu\text{g/ft}^2$  for lead in settled dust on floors, and  $\geq 100 \text{ } \mu\text{g/ft}^2$  for lead on interior window sills.

The Program includes the development of a lead hazard control plan for each property prior to any remediation activities. The hazard control plan would address specific products and methods necessary to remove the lead hazard. The hazard control plan would be required to comply with CCR §1532.1, CCR Title 17, and 40 CFR 745, Subpart E requiring the proper containment and disposal of lead-based paint as well as all applicable federal and State regulations regarding safe exposure to lead-based paint hazards for workers and residents. Relocation requirements for occupants during the time of remediation activities will follow HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* as later described in section 13, *Population and Housing*. It is noted in the court order that the first prioritization of any lead hazard control plan is the replacement of lead painted windows and doors, which would yield the largest health benefit in the shortest time period.

## 9. Surrounding Land Uses and Setting

The County of Los Angeles is bordered to the east by Orange County and San Bernardino County, to the north by Kern County, and to the west by Ventura County. Approximately 65 percent of the County is unincorporated area while the remaining 35 percent includes 88 incorporated cities. The unincorporated area in the northern portion of the County is sparsely populated and dominated by the Angeles National Forest, part of the Los Padres National Forest and the Mojave Desert. The southern unincorporated areas of the County mainly consist of non-contiguous urbanized land uses. Although the County of Los Angeles includes forested land, farmland, and various other natural habitats, the Program would be implemented in the County's most impacted communities. Areas in which the Program would be implemented are highly urbanized and developed with residential, commercial, industrial, and other uses.

The PIA encompasses an approximately 1.7-mile radius around the former Exide Technologies, Inc. battery recycling facility. The PIA extends into seven jurisdictions including the cities of Bell, Commerce, Huntington Park, Los Angeles (Boyle Heights neighborhood), Maywood, Vernon and the unincorporated County of Los Angeles (East Los Angeles neighborhood). The area in and surrounding the PIA is urbanized and developed with residential, commercial, industrial, and other uses. The Burlington Northern Santa Fe Los Angeles Intermodal railway line and the Alameda Corridor, a 20-mile long rail cargo expressway that links the ports of Long Beach and Los Angeles to the transcontinental rail network, runs through the PIA. In general, the area is flat with no prominent topography, although the Los Angeles River runs through the City of Vernon and the center of the PIA.

## 10. Other Public Agencies Whose Approval is Required

The County of Los Angeles Department of Public Health is the lead agency with responsibility for approving the Program. The County of Los Angeles Community Development Commission is acting on behalf of the County of Los Angeles as lead agency with respect to the CEQA review. Responsible agencies for the Program include the following:

- County of Los Angeles Building and Safety Division
- County of Los Angeles Department of Public Health, Environmental Health
- South Coast Air Quality Management District
- City of Bell Building and Safety
- City of Commerce Building and Safety Division

County of Los Angeles

**Lead-Based Paint Hazard Mitigation Program**

- City of Huntington Park Building and Safety Division
- City of Los Angeles Department of Building and Safety
- City of Maywood Building Division
- City of Vernon Building Division

A trustee agency may include the California Office of Historic Preservation.

## Environmental Factors Potentially Affected

This Program would potentially affect the environmental factors checked below, involving at least one impact that is “Potentially Significant” or “Less than Significant with Mitigation Incorporated” as indicated by the checklist on the following pages.

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Aesthetics                         | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                   |
| <input type="checkbox"/> Biological Resources                          | <input checked="" type="checkbox"/> Cultural Resources      | <input type="checkbox"/> Geology and Soils             |
| <input type="checkbox"/> Greenhouse Gas Emissions                      | <input type="checkbox"/> Hazards and Hazardous Materials    | <input type="checkbox"/> Hydrology and Water Quality   |
| <input type="checkbox"/> Land Use and Planning                         | <input type="checkbox"/> Mineral Resources                  | <input type="checkbox"/> Noise                         |
| <input type="checkbox"/> Population and Housing                        | <input type="checkbox"/> Public Services                    | <input type="checkbox"/> Recreation                    |
| <input type="checkbox"/> Transportation/Traffic                        | <input type="checkbox"/> Tribal Cultural Resources          | <input type="checkbox"/> Utilities and Service Systems |
| <input checked="" type="checkbox"/> Mandatory Findings of Significance |   |  |

## Determination

Based on this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “less than significant with mitigation incorporated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potential significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

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Signature

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Date

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Printed Name

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Title

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# Environmental Checklist

## 1 Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*a. Would the project have a substantial adverse effect on a scenic vista?*

The Program involves the remediation of lead-based paint hazards on the exterior and interior of existing homes in the County of Los Angeles. The Program does not involve the construction of any temporary or permanent structures or other features that would alter scenic vistas; therefore, current views of a scenic vista would not be impacted and no impact would occur.

**NO IMPACT**

*b. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

The County of Los Angeles has one designated State scenic highway, Route 2, from La Canada Flintridge, north to the San Bernardino County line (California Department of Transportation [Caltrans] 2011). The PIA does not contain a scenic highway. The Program would not involve the removal of any rock outcroppings, trees, or other scenic resources on affected properties. However, the Program could involve permanent changes, such as replacement of windows or doors, to buildings, including potentially historic buildings. Therefore, the Program could affect historical buildings within a state scenic highway, and would be required to comply with Mitigation Measure CR-1, see Section 5, *Cultural Resources*.

**LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED**

- c. *Would the project substantially degrade the existing visual character or quality of the site and its surroundings?*

Program activities may require the remediation of some exterior paint and replacement of lead painted windows and doors of residences. However, any building components replaced must be replaced in like per the court order. Implementation of the Program would not involve any permanent changes to properties. As such, the visual character of properties and their surroundings would not be affected and there would be no impact.

**NO IMPACT**

- d. *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

The Program does not involve the addition of any permanent light structure, and would not produce any new source of glare. In the event that an existing window would be required to be replaced due to containing lead-based hazards, the window would be replaced with like and would not change the existing sources of light or glare in the area. There would be no impact.

**NO IMPACT**

## 2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
--	--------------------------------	--	------------------------------	-----------

Would the project:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Conflict with existing zoning for agricultural use or a Williamson Act contract?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Result in the loss of forest land or conversion of forest land to non-forest use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- 
- a. *Would the project convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*
- b. *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*
- c. *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*

- d. *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*
- e. *Would the project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?*

The Program involves the remediation of lead-based paint on the exterior and interior of homes in urbanized areas in the County of Los Angeles. The PIA does not contain any agricultural land, agriculturally zoned land, or land under Williamson Act contract (California Department of Conservation 2014). Although parts of the County does contain agricultural land, forestland, and farmland that may be adjacent to properties at which the Program may be implemented, the Program will primarily be implemented in urban areas and does not involve any development beyond minor alterations to existing structures. Therefore, the Program would not involve any development that could result in the conversion of farmland to non-agricultural uses or the conversion of forestland or timberland to non-forest uses, or involve the development of any structures or uses that would conflict with the existing zoning or alter existing zoning. The Program would have no impact on agriculture, forestland, or forestry resources.

**NO IMPACT**

# 3 Air Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Air Quality Standards and Attainment

The Program area lies within the South Coast Air Basin (the Basin), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). As the local air quality management agency, the SCAQMD is required to monitor air pollutant levels to ensure that state and federal air quality standards are met and, if they are not met, to develop strategies to meet the standards. Depending on whether or not the standards are met or exceeded, the Basin is classified as being in “attainment” or “nonattainment.”

The Basin is a non-attainment area for federal standards for ozone, PM<sub>2.5</sub>, and lead, as well the state standards for ozone, PM<sub>10</sub>, and PM<sub>2.5</sub> (CARB 2017). Thus, the Basin currently exceeds several state and federal ambient air quality standards and is required to implement strategies to reduce pollutant levels to recognized acceptable standards. This non-attainment status is a result of several factors, the primary ones being the naturally adverse meteorological conditions that limit the dispersion and diffusion of pollutants, the limited capacity of the local airshed to eliminate air pollutants, and the number, type, and density of emission sources within the Basin.

## Air Quality Management

Under State law, the SCAQMD is required to prepare a plan for air quality improvement for pollutants for which the District is in non-attainment. The SCAQMD updates the plan every three years. Each iteration of the SCAQMD's Air Quality Management Plan (AQMP) is an update of the previous plan and has a 20-year horizon. The 2016 AQMP, adopted on March 3, 2017, incorporates new scientific data and notable regulatory actions that have occurred since adoption of the 2012 AQMP, including the approval of the new federal 8-hour ozone standard of 0.070 ppm that was finalized in 2015.

The 2016 AQMP addresses several State and federal planning requirements and incorporates new scientific information, primarily in the form of updated emissions inventories, ambient measurements, and updated meteorological air quality models (SCAQMD 2016). This Plan builds upon the approaches taken in the 2012 AQMP for the attainment of federal PM and ozone standards and highlights the significant amount of reductions to be achieved. It emphasizes the need for interagency planning to identify additional strategies to achieve reductions within the timeframes allowed under the federal Clean Air Act, especially in the area of mobile sources. The 2016 AQMP also includes a discussion of emerging issues and opportunities, such as fugitive toxic particulate emissions, zero-emission mobile source control strategies, and the interacting dynamics among climate, energy, and air pollution. The Plan also includes attainment demonstrations of the new federal 8-hour ozone standard and vehicle miles travelled (VMT) emissions offsets, as per recent U.S. EPA requirements (SCAQMD 2016).

Because a portion of the County of Los Angeles was designated as not attaining the NAAQS of 0.15  $\mu\text{g}/\text{m}^3$  for lead in 2010, SCAQMD submitted a *Final 2012 Lead State Implementation Plan – Los Angeles County* to the USEPA on June 20, 2012 (SCAQMD 2013). Monitoring by SCAQMD indicated that emissions from lead-acid battery recycling plants, such as Exide, are the highest stationary source emitters of lead with the greatest potential for violating lead NAAQS. Therefore, the plan outlines steps that would bring areas of nonattainment into attainment of the lead standard. The plan included Rule 1420.1, which specifically addresses lead emissions from lead acid battery recycling operations by requiring more stringent emissions controls for lead at these facilities. The plan also identifies large industrial sources, waste incinerators, mineral processes & glass manufacturing, and refineries as the primary sources of lead emissions in the County of Los Angeles. Emissions or dust from lead-based paint is not considered a significant source.

## Applicable SCAQMD Rules and Regulations

The SCAQMD implements rules and regulations for emissions that may be generated by various uses and activities. The rules and regulations detail pollution reduction measures that must be implemented during construction and operation of projects. Rules and regulations that are relevant to the Program include those listed below:

### *Rule 402 (Nuisance)*

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material that cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or that endanger the comfort, repose, health, or safety of any such persons or the public, or that cause, or have a natural tendency to cause, injury or damage to business or property.

*Rule 1113 (Architectural Coatings)*

This rule sets limits on the type of application and volatile organic compound (VOC) content of architectural coatings applied within the District. The Program is required to comply with the type of application and VOC content standards set forth in this rule.

**Air Pollutant Emission Thresholds**

The SCAQMD recommends the use of quantitative thresholds to determine the regional significance of temporary construction-related pollutant emissions and project operations. These thresholds are shown in Table 1.

The SCAQMD has also developed Localized Significance Thresholds (LST). LSTs were devised in response to concern regarding exposure of individuals to criteria pollutants in local communities. LSTs represent the maximum emissions from a project that will not cause or contribute to an air quality exceedance of the most stringent applicable federal or state ambient air quality standard at the nearest sensitive receptor, taking into consideration ambient concentrations in each source receptor area (SRA), project size, and distance to the sensitive receptor. However, LSTs only apply to emissions within a fixed stationary location, including idling emissions during both project construction and operation. LSTs have been developed for NO<sub>x</sub>, CO, PM<sub>10</sub> and PM<sub>2.5</sub>, but not for lead. LSTs do not apply to mobile sources such as cars on a roadway (SCAQMD 2008). Additionally, the Program does not involve any new construction or development; therefore, LSTs for construction emissions do not apply.

**Table 1 SCAQMD Regional Significance Thresholds**

Pollutant	Mass Daily Thresholds	
	Operation Thresholds (lbs/day)	Construction Thresholds (lbs/day)
NO <sub>x</sub>	55	100
ROG <sup>1</sup>	55	75
PM <sub>10</sub>	150	150
PM <sub>2.5</sub>	55	55
SO <sub>x</sub>	150	150
CO	550	550
Lead	3	3

<sup>1</sup> Reactive Organic Gases (ROG) are formed during combustion and evaporation of organic solvents. ROG are also referred to as Volatile Organic Compounds (VOC).

Source: SCAQMD 2015

*a. Would the project conflict with or obstruct implementation of the applicable air quality plan?*

A significant air quality impact may occur if the Program is not consistent with an applicable AQMP or would in some way represent a substantial hindrance to employing the policies or obtaining the goals of the District’s air quality plans. According to the SCAQMD, to be consistent with the AQMP, a project must conform to the local General Plan and must not result in or contribute to an exceedance of the County’s projected population, housing, or employment growth forecast. The Program does not involve any new development and employees implementing the Program would

be from the County of Los Angeles; therefore, the Program would not affect population or employment growth forecasts.

In addition to 2016 AQMP, the *Final 2012 Lead State Implementation Plan (SIP)* was prepared to achieve lead standards. The Program includes the remediation of lead-based paint at residences, but lead-based paint is not considered a significant source of lead emissions as defined by the *Final 2012 Lead SIP*. Rules put forth in the *Final 2012 Lead SIP* do not apply to the Program. The Program would help achieve lead standards in residences and there would be no impact.

**NO IMPACT**

- b. *Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?*
- c. *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?*
- d. *Would the project expose sensitive receptors to substantial pollutant concentrations?*

The Program would not involve any substantial construction activities though may involve the removal and replacement of exterior and interior lead-based paint on residences. As previously mentioned, lead-based paint is not considered in the *2012 Final Lead SIP* as a significant contributor to the ambient air concentration levels of lead. Furthermore, lead-based materials are regulated by the California Occupational Safety and Health Administration (Cal OSHA). The stringent requirements on containment and disposal of lead-based materials per the California Code of Regulations (CCR), §1532.1, would limit release and exposure to lead due to the Program's remediation activities. Therefore, the Program would not contribute to any existing lead air quality violation, nor would it result in a cumulatively considerable net increase of lead.

Remediation activities associated with implementation of the Program would primarily be done using electric-powered machinery and tools that would not directly generate criteria pollutant emissions. The only piece of heavy duty construction equipment that may be used and would generate criteria pollutants would be an air compressor during repainting. To estimate temporary emissions associated with the use of an air compressor, the California Emissions Estimator Model (CalEEMod) version 2016.3.2 was used. CalEEMod was developed for use throughout the state in estimating construction and operational emissions from land use development. Emissions are based on parameters such as the duration of construction activity, area of disturbance, and anticipated equipment used during construction. Because the Program can be implemented at a variety of residences ranging in size, emissions were estimated for an 1,800-square foot single-family home and a 15-unit apartment building. Table 2 summarizes the estimated maximum daily emissions of pollutants during remediation activities.



**Table 2 Emissions Associated with Remediation**

Source	Maximum Daily Emissions (pounds per day)					
	ROG	NO <sub>x</sub>	CO	SO <sub>2</sub> <sup>1</sup>	PM <sub>10</sub>	PM <sub>2.5</sub> <sup>2</sup>
Single-Family Home	2.5	1.8	1.8	<0.1	0.1	0.1
Apartments	6.5	2.0	2.0	<0.1	0.2	0.2
SCAQMD Threshold	75	100	550	150	150	55
Threshold Exceeded	No	No	No	No	No	No

Notes: All emissions modeling was completed using CalEEMod. See Appendix A for modeling results. Some numbers may not add up due to rounding. Emissions presented are the highest of the winter and summer modeled emissions. Emissions represent emissions both on and off-site.

Emissions associated with individual remediation activities under the Program would not exceed SCAQMD. Although multiple remediation projects could potentially be implemented simultaneously, it is unlikely that overall emissions would exceed thresholds given the low emission totals associated with individual projects and the geographic distribution of impacted properties. Additionally, because all remediation would occur on existing homes and the residents would re-occupy the homes after remediation, operation of residences would not change and no operational emissions would result. The impact would be less than significant.

*Lead*

The Program involves the remediation of lead-based paint on the exterior and interior of existing homes. Therefore, it is likely that lead and lead-based paint would be disturbed and exposed during remediation activities. If not properly handled during remediation, workers could be exposed to lead, which could adversely affect their health. Worker exposure to lead-based materials is regulated by the Cal OSHA. The California Code of Regulations (CCR), §1532.1, requires testing, monitoring, containment, and disposal of lead-based materials such that exposure levels do not exceed Cal OSHA standards. Under this rule, remediation workers may not be exposed to lead at concentrations greater than 50 micrograms per cubic meter of air averaged over an eight-hour period and exposure must be reduced to lower concentrations if the work day exceeds eight hours. Additionally, the Program is required to comply with CCR Title 17, §345001-36100 and 40 CFR 745, Subpart E. Title 17 requires that any work on structures with a lead hazard would follow lead-safe work practices including containment and a clean work area after the work is completed. Regulations outlined in 40 CFR Part 745, Subpart E include protocols for information distribution requirements, work practice standards, recordkeeping and reporting requirements, enforcement and inspections, recognized test kits, and certification of the contractor. The Program requires home inspections by a California certified lead-based paint inspector using an X-Ray Fluorescence (XRF) in accordance with HUD and EPA lead-based paint inspection protocols. If lead is found at actionable levels during inspection, the local Jurisdiction would develop a lead hazard control plan with the property owner that will ensure compliance with CCR §1532.1 and Title 17. Residents would not be at the site during remediation of lead-based hazards; therefore, residents would not be at risk to exposure of lead-based paint hazards that may be disturbed during the remediation process.

## Asbestos

Given the age of the homes that the Program may include, some existing buildings may contain asbestos in addition to lead. As the Program is required to repair any building deficiencies that might cause the lead remediation measures to fail, there is the potential of asbestos to be disturbed or exposed during the Program's remediation activities. Asbestos is made up of microscopic bundles of fibers that may become airborne when asbestos-containing materials (ACMs) are damaged or disturbed. If not properly abated in advance of renovation, remediation workers may be exposed to friable asbestos. When these fibers get into the air they may be inhaled into the lungs, where they can cause significant health problems (United States Environmental Protection Agency [US EPA] 2008). Federal asbestos requirements are listed under the Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) (Code of Federal Regulations [CFR] Title 40, Part 61, Subpart M), and require the control of asbestos during the renovation of buildings. The asbestos NESHAPs specifies work practices to control emissions, such as removing all ACM asbestos-containing materials, adequately wetting all regulated asbestos-containing materials, sealing the material in leak tight containers and disposing of the asbestos-containing waste material as expeditiously as practicable (US EPA 2016). At the state level, CCR §1529 sets requirements for asbestos exposure assessments and monitoring, methods of complying with exposure requirements, safety wear, communication of hazards, and medical examination of workers. At the local level, SCAQMD Rule 1403 establishes survey requirements, notification, and work practice requirements to prevent asbestos emissions from being released during renovation activities. Rule 1403 incorporates NESHAP requirements and SCAQMD has the authority to enforce the federal asbestos NESHAP and is responsible for enforcement at a local level. In the event that the Program would require minor renovation of existing homes that contain ACM, the Program would comply with SCAQMD Rule 1403. Compliance with Rule 1403 would ensure that all ACM is handled in an appropriate and safe manner; therefore, site modifications would not pose a significant hazard to the public or the environment.

All remediation activities associated with the Program would be required to comply with applicable federal, state, and local regulations pertaining to lead and asbestos. This would reduce potential impacts associated with exposure of sensitive receptors to lead and asbestos to a less than significant level. Compliance with these regulations also ensures proper containment and removal of lead from the property. Consequently, there would be a less than significant impact to regional air quality.

### **LESS THAN SIGNIFICANT IMPACT**

*e. Would the project create objectionable odors affecting a substantial number of people?*

The SCAQMD considers land uses or projects that involve the use of chemicals, solvents, petroleum products, and other strong-smelling elements used in manufacturing processes, as well as sewage treatment facilities and landfills to be the most likely to result in odor impacts on sensitive receptors. The Program involves remediation of lead-based paint in residential buildings and would not generate objectionable odors that would affect a substantial number of people. Odors associated with architectural coating would be temporary and would occur when residents are not on the premises. As a result, impacts would be less than significant.

### **LESS THAN SIGNIFICANT IMPACT**

## 4 Biological Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as candidate, sensitive, or special status in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?*
- b. *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- c. *Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*
- d. *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*
- e. *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*
- f. *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

The Program would be implemented at homes within the PIA and in other urbanized areas throughout the County of Los Angeles and would not involve any habitat alterations on-site or in the surrounding area. The Program only involves minor alterations to the exterior and interior of homes related to lead-based paint hazards. Because the Program does not involve the development of any kind, there would be no impact to native biological habitats. No trees would be removed during Program implementation. There would be no impact.

**NO IMPACT**

# 5 Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CEQA requires a lead agency determine whether a project may have a significant effect on historical resources (Public Resources Code [PRC], Section 21084.1) and tribal cultural resources (PRC Section 21074 [a][1][A]-[B]). A historical resource is a resource listed in, or determined to be eligible for listing, in the California Register of Historical Resources (CRHR), a resource included in a local register of historical resources, or any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant (State CEQA Guidelines, Section 15064.5[a][1-3]).

A resource shall be considered historically significant if it:

1. Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important in prehistory or history.

The Program would be implemented in the PIA as well as throughout the County of Los Angeles. A cultural resources records search conducted by the DTSC and included in the *Draft Environmental Impact Report for the Draft Remedial Action (Cleanup) Plan Offside Properties within the Exide Preliminary Investigation Area (PIA)* identified 211 previously-recorded resources within the PIA (DTSC 2016). Some of these resources have been designated or identified as historical resources for

the purposes of CEQA. Other additional as-yet unidentified historical resources may be present throughout the County of Los Angeles where the Program would be implemented.

a. *Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?*

The Program area contains at least 211 previously-identified historical resources that are listed in, or are eligible for the National Register of Historic Places (NRHP), CRHR or local designation (DTSC 2016) A plan for lead hazard control would be developed by the property owner and the local Jurisdiction for properties in which an inspection has identified actionable lead on surfaces or in dust in the property. The remediation of lead-based paint may include the replacement, encapsulation or enclosure of building components including windows, doors, window trim, window and door lintels, and door frames. These Program actions may have the potential to result in a substantial adverse change in the significance of historical resources should they materially impair, or negatively affect, the physical features that convey the reason for the historical resources' significance. To mitigate these impacts, mitigation is included below to ensure that any alterations to the historical resources are consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties (Secretary's Standards)*. Under CEQA, a project that is found to comply with the *Secretary's Standards* is generally considered a project that would not cause a significant adverse direct or indirect impact to historical resources (14 CCR § 15126.4[b][1]).

Additional historic-age properties in the Program area that have not been formally evaluated for federal, state or local designation would have a historical resource status that is yet to be determined. Remediation work conducted on these buildings would have the potential to impact unidentified historical resources. The Office of Historic Preservation (OHP) recommends that these buildings, or any other built environment properties that are over 45 years of age, be evaluated for consideration as historical resources prior to the remediation work being conducted (OHP 1995). The 45 year criteria ensures that data collection about resources that may become eligible for the NRHP or CRHR occurs within the lag time between resource identification and the date planning decisions are made. Should a property be identified as a historical resource, the proposed remediation work should be reviewed for compliance with the *Secretary's Standards* in order to avoid and mitigate any potential significant adverse impacts to historical resources.

## Mitigation Measure

### *CR-1 Identification of Historical Resources*

In the project planning phase, prior to construction activities, the lead agency shall determine if a property is a historical resource for the purposes of CEQA. If a property for which exterior remediation or repair work is proposed is over 45 years of age and has not been previously evaluated for historical significance, a historical resources evaluation shall be prepared to determine whether the property is a historic resource under CEQA. Properties that are found eligible for federal, state, or local designation shall include a list of character-defining features.

For identified historical resources, a qualified architectural historian or historic architect shall be consulted prior to any exterior modifications to determine whether proposed work would materially impair the historical resource's significance as defined by PRC Section 5020.1(q). The architectural historian or historic architect shall analyze all project components for compliance with the Secretary of the Interior's Standards for Rehabilitation and any design modifications necessary to bring the

project into compliance with the Secretary of the Interior's Standards for Rehabilitation shall be incorporated.

**LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED**

- b. Would the project cause a substantial adverse change in the significance of an archaeological resource as defined in §15064.5?*
- c. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?*
- d. Would the project disturb any human remains, including those interred outside of formal cemeteries?*

The Program involves the remediation of lead-based paint hazards associated with the exterior and interior of existing homes. The Program would not involve any excavation, demolition, construction or any other form of development that would result in ground disturbance. As such, there would be no impact.

**NO IMPACT**

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## 6 Geology and Soils

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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Would the project:

a. Expose people or structures to potentially substantial adverse effects, including the risk of loss, injury, or death involving:				
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Be located on a geologic unit or soil that is made unstable as a result of the project, and potentially result in on or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on expansive soil, as defined in Table 1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a.1. *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?*
- a.2. *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?*
- a.3. *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?*
- a.4. *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?*
- b. *Would the project result in substantial soil erosion or the loss of topsoil?*
- c. *Would the project be located on a geologic unit or soil that is made unstable as a result of the project, and potentially result in on or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?*
- d. *Would the project be located on expansive soil, as defined in Table 1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*
- e. *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

The Program would not involve the development of new structures or require any grading or excavation of soil. Therefore, the Program would have no impact regarding adverse effects to people or structures located on or near an Alquist-Priolo Fault, adverse effects from seismic ground shaking, seismic-related ground failure including liquefaction, landslides, subsidence, or lateral spreading, or being located on expansive soil. In addition, the Program would not result in substantial soil erosion. The Program would not involve the installation of septic tanks or alternative wastewater disposal systems. No impact would occur.

**NO IMPACT**

# 7 Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with any applicable plan, policy, or regulation adopted for the purposes of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Background

Climate change is the observed increase in the average temperature of the earth’s atmosphere and oceans along with other substantial changes in climate (such as wind patterns, precipitation, and storms) over an extended period of time. Climate change is the result of numerous, cumulative sources of greenhouse gases (GHGs) that contribute to the “greenhouse effect,” a natural occurrence that takes place in Earth’s atmosphere to help regulate the temperature of the planet. The majority of radiation from the sun hits Earth’s surface and warms it. The surface, in turn, radiates heat back towards the atmosphere in the form of infrared radiation. Gases and clouds in the atmosphere trap and prevent some of this heat from escaping into space and re-radiate it in all directions. However, anthropogenic activities since the beginning of the industrial revolution (approximately 250 years ago) are adding to the natural greenhouse effect by increasing the gases in the atmosphere that trap heat. Emissions resulting from human activities thereby contribute to an average increase in Earth’s temperature.

GHGs occur both naturally and as a result of human activities, such as fossil fuel burning, methane generated by landfill wastes and raising livestock, deforestation activities, and some agricultural practices. GHGs produced by human activities include carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons (HFC), perfluorocarbons (PFC), and sulfur hexafluoride (SF<sub>6</sub>). Since 1750, estimated concentrations of CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O in the atmosphere have increased over by 36 percent, 148 percent, and 18 percent, respectively, primarily due to human activity. Potential climate change impacts in California may include loss of snow pack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, and more drought years (California Energy Commission [CEC] 2009).

In response to climate change, California implemented Assembly Bill (AB) 32, the “California Global Warming Solutions Act of 2006.” AB 32 requires achievement by 2020 of a statewide GHG emissions limit equivalent to 1990 emissions (essentially a 15 percent reduction below 2005 emission levels) and the adoption of rules and regulations to achieve the maximum technologically feasible and cost-effective GHG emissions reductions. On September 8, 2016, the governor signed Senate Bill (SB) 32 into law, extending AB 32 by requiring the State to further reduce GHGs to 40 percent below 1990

levels by 2030 (the other provisions of AB 32 remain unchanged). On December 14, 2017, CARB adopted the 2017 Scoping Plan, which provides a framework for achieving the 2030 target. As with the 2013 Scoping Plan Update, the 2017 Scoping Plan does not provide project-level thresholds for land use development. Instead, it recommends local governments adopt policies and locally-appropriate quantitative thresholds consistent with a statewide per capita goal of six metric tons (MT) CO<sub>2</sub>e by 2030 and two MT CO<sub>2</sub>e by 2050 (CARB 2017). Additionally, on September 10, 2018, the governor signed SB 100 into law, increasing California Renewables Portfolio Standard requirements. SB 100 establishes a state goal of 100 percent clean energy for California by 2045 and accelerates SB 350 mandate of 50 percent clean renewable energy from 2030 to 2026.

## Significance Thresholds

The vast majority of individual projects do not generate sufficient GHG emissions to directly influence climate change. However, physical changes caused by a project can contribute incrementally to cumulative effects that are significant, even if individual changes resulting from a project are limited. The issue of climate change typically involves an analysis of whether a project's contribution towards an impact would be cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects (CEQA Guidelines, Section 15064[h][1]).

According to the CEQA Guidelines, projects can tier off of a qualified GHG reduction plan, which allows for project-level evaluation of GHG emissions through the comparison of the project's consistency with the GHG reduction policies included in a qualified GHG reduction plan, such as a Climate Action Plan (CAP). This approach is considered by the Association of Environmental Professionals (AEP) in its white paper, *Beyond Newhall and 2020*, to be the most defensible approach presently available under CEQA to determine the significance of a project's GHG emissions (AEP 2016). Although, the County of Los Angeles adopted its *Unincorporated Los Angeles County Community Climate Action Plan 2020* (CCAP) on October 6, 2015 with the County of Los Angeles General Plan, the CCAP does not include GHG emissions thresholds for development or residential uses (County of Los Angeles Department of Regional Planning [LACDRP] 2015). . Because no GHG emissions thresholds have been adopted in the County of Los Angeles, development projects are evaluated based on the SCAQMD's recommended/preferred option threshold for all land use types of 3,000 metric tons CO<sub>2</sub>e per year (SCAQMD 2010). However, the California Air Pollution Control Officers Association (CAPCOA) does not discuss whether any threshold approaches adequately address impacts from temporary activities such as construction. As stated in the *CEQA and Climate Change* white paper, "more study is needed to make this assessment or to develop separate thresholds for construction activity" (CAPCOA 2008). Nevertheless, air districts such as the SCAQMD (2008) have recommended that GHG emissions from construction be amortized over 30 years and added to operational GHG emissions to determine the overall impact of a proposed project.

Because implementation of the Program does not involve any new development or change in operation SCAQMD 3,000 metric tons CO<sub>2</sub>e per year threshold is not an applicable threshold to use to evaluate the Program's GHG impact. In the absence of an applicable threshold, potential GHG emissions related to the temporary remediation activities of this Program are presented for informational purposes only.

- a. *Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?*
- b. *Would the project conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Because the Program involves the remediation of lead-based paint from the interior and exterior of existing homes, a majority of remediation activities would occur using hand-held machinery and tools. The only remediation activities anticipated to produce GHG emission are related to the use of an air compressor for architectural coating in circumstances when lead-based paint would be removed and replaced. The Program will be implemented at various residences throughout the County varying in size. Therefore, Table 3 summarizes the estimated yearly emissions due to remediation activities for a small single family home and a 15-unit apartment complex.

Based on CalEEMod results (refer to Appendix A), remediation activities related to the Program have the potential to generate up to 2 MT of CO<sub>2</sub>e per building. Although multiple remediation projects could potentially be implemented simultaneously, it is unlikely that overall emissions would exceed thresholds given the low emission totals associated with individual projects and the geographic distribution of impacted properties. As described in the *Project Description*, remediation of lead-based paint in excess of actionable levels on non-friction surfaces may also be satisfied through paint stabilization rather than removal and replacement. Regardless, these emissions would be far below the 3,000 MT of CO<sub>2</sub>e per year threshold recommended by SCAQMD, and therefore the impact would be less than significant.

**Table 3 GHG Emissions Associated with Remediation**

Source	Program Emissions (MT/yr CO <sub>2</sub> e)
Single-Family Home	0.6
Apartments	2.0

See Appendix A for CalEEMod worksheets.

**LESS THAN SIGNIFICANT IMPACT**

- b. *Would the project conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

The Program would not alter land use, include any development, or otherwise change the community’s GHG emissions inventory. Further, potential GHG emissions due to remediation activities at existing homes would be minimal. Therefore, the Program would not conflict with any plan, policy or regulation adopted to reduce GHG emissions. There would be no impact.

As previously discussed, a number of plans and policies have been adopted to reduce GHG emissions in the Southern California region, including the County of Los Angeles. SCAG’s 2016 RTP/SCS provides land use and transportation strategies to reduce regional GHG emissions. The CCAP and the 2017 Scoping Plan include a range of goals, policies and measures aimed indirectly at reducing GHG emissions through reductions in vehicle miles traveled, energy use, and water consumption. However, the Program would not alter land use, include any development, or otherwise change the community’s GHG emissions inventory. Further, potential GHG emissions due

to remediation activities at existing homes would be minimal and temporary. Therefore, the Program would not conflict with the implementation of applicable plan, policies, and regulations adopted for the purpose of reducing GHG emissions. There would be no impact.

**NO IMPACT**

# 8 Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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Would the project:

a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■
h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■

- a. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
- b. *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*
- c. *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?*

The Program involves the one-time remediation of lead-based paint at existing residential buildings; therefore, the Program would not involve the routine transport, use or disposal of hazardous substances. As described in section 3, *Air Quality*, the Program is required to comply with CCR §1532.1, CCR Title 17, and 40 CFR 745, Subpart E requiring the proper containment and disposal of lead-based paint. In the event that lead-based paint is removed rather than encapsulated, it would be considered hazardous waste per Resource Conservation and Recovery Act (RCRA) definition. However, the transport and storage of lead-based paint during remediation would be conducted in accordance with all applicable State and federal laws, such as the Hazardous Materials Transportation Act, RCRA, the California Hazardous Material Management Act, and the CCR, Title 22. Hazardous wastes produced on-site would be subject to requirements associated with accumulation time limits, proper storage locations and containers, and proper labeling. As part of any removal of any hazardous waste from the site, hazardous waste generators are required to use a certified hazardous waste transportation company, which must ship hazardous waste to a permitted facility for treatment, storage, recycling, or disposal. Compliance with applicable regulations would ensure that impacts associated with the transport, and disposal of lead-based materials be less than significant and that the Program would not create a significant hazard to the public through upset or accident conditions. Impacts would be less than significant.

Because the Program would be implemented at residential buildings throughout the County of Los Angeles, remediation activities may occur within 0.25 miles of an existing school. However, as previously discussed, the Program would be required to comply with Cal OSHA regulations regarding lead-based material and the CCR §1532.1. This requires testing, monitoring, containment, and



disposal of lead-based materials, such that exposure levels would not exceed Cal OSHA standards. Compliance with applicable regulations regarding the handling and disposal of lead-based paint would reduce impacts to nearby school sites to less than significant.

**LESS THAN SIGNIFICANT IMPACT**

- d. *Would the project be located on a site included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

According to the County of Los Angeles General Plan Environmental Impact Report, there are numerous sites identified as hazardous sites in the County of Los Angeles. These include 637 sites on the DTSC's Envirostor website, 4,315 sites on the State Water Resources Control Board's GeoTracker website, and 4,361 hazardous waste generators, identified in the California Environmental Protection Agency Resource Conservation and Recovery Act Information System (RCRA Info) database (County of Los Angeles 2014). The PIA site, separate from the Exide Facility, is included on the Cortese list, pursuant to Government Code Section 65962.5 (DTSC 2016).

These sites may be in close proximity to properties mitigated through implementation of the Program. However, the Program does not involve any development or other activities that would involve ground disturbance; therefore, the Program would not expose workers or residents to soil or groundwater contamination or otherwise create a significant hazard to the public or environment. No impact would occur.

**NO IMPACT**

- e. *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*
- f. *For a project near a private airstrip, would it result in a safety hazard for people residing or working in the project area?*

There are 16 airports located within the County of Los Angeles (County of Los Angeles 2015), but the PIA is not located within an airport land use plan and no public airport or airstrip is located within two miles of the PIA boundary. The nearest public airport is Compton/Woodley Airport, located over six miles southeast of the PIA's southern boundary. The nearest private airstrip is Shepherd Field located approximately 6 miles east of the PIA. Given the distance from the PIA to the nearest airport and private airstrip and the fact that the Program would not involve any new development that would increase airport/airstrip-related safety hazards, implementation of the Program would not result in a safety hazard for people working or residing in the PIA. Therefore, there would be no impact related to airport land use or private airstrip safety hazards.

**NO IMPACT**

- g. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*
- h. Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

The PIA lies in a Local Responsibility Area (LRA), meaning that the County is responsible for fire protection and not the federal or state government. The PIA lies in an area designated as a non-very high fire hazard severity zone, as the area is highly urbanized. However, there are locations in the County of Los Angeles identified as Very High and High Fire Hazard Severity by the California Department of Forestry and Fire Protection (CAL FIRE) (CAL FIRE 2007, 2011).

The Program would not involve any new development or changes in interfere with an adopted emergency response plan or emergency evacuation plan and would not increase the risk of fire hazard to people or structures. No impact would occur.

**NO IMPACT**

# 9 Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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Would the project:

a. Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially alter the existing drainage pattern of the site or area, including the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
g. Place housing in a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary, Flood Insurance Rate Map, or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■
h. Place structures in a 100-year flood hazard area that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■
i. Expose people or structures to a significant risk of loss, injury, or death involving flooding, including that occurring as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■
j. Result in inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■

- a. *Would the project violate any water quality standards or waste discharge requirements?*  
 f. *Would the project otherwise substantially degrade water quality?*

Implementation of the Plan and remediation of existing buildings lead-based paint would not increase the amount of impervious surface at the various remediation sites. Remediation of lead-based paint hazards or removal of any lead contaminated dust is required, as part of Program implementation, to properly dispose of waste and incorporate a post-hazard control cleanup. As previously mentioned in section 3, *Air Quality*, the Program would be required to comply CCR Title 17 requiring the proper containment and disposal of material containing lead. The Program would not violate any waste discharge requirements. No change in the quality or quantity of runoff would occur as a result of implementation of the Program. No impact would occur.

**NO IMPACT**

- b. *Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering or the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?*

The Program does not involve any change in land use or development at remediation sites. Therefore, the Program would not alter the use of groundwater supplies or groundwater recharge. Additionally, the Program would not involve groundwater dewatering, on-site groundwater pumping or exaction that would enter the groundwater table. There would be no impact.

**NO IMPACT**

- c. *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?*
- d. *Would the project substantially alter the existing drainage pattern of the site or area, including the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?*
- e. *Would the project create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

The Program would not involve the alteration of on-site water features or alter the existing drainage pattern of any remediation site. Therefore, the Program would not affect the quality or quantity of stormwater runoff and no impact would occur.

**NO IMPACT**

- g. *Would the project place housing in a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary, Flood Insurance Rate Map, or other flood hazard delineation map?*
- h. *Would the project place structures in a 100-year flood hazard area that would impede or redirect flood flows?*
- i. *Would the project expose people or structures to a significant risk of loss, injury, or death involving flooding, including that occurring as a result of the failure of a levee or dam?*

The one percent annual flood (100-year flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. The Federal Emergency Management Agency (FEMA) is responsible for the preparation of Flood Insurance Rate Maps (FIRMs). These maps present flood hazard, expressed as areas that are subject to inundation in a storm with either a 1 percent Annual Exceedance Probability (AEP), also referred to as a 100-year flood, or a 0.2 percent AEP (500-year flood). While the PIA is not located in a FEMA-designated flood zone, parts of the County of Los Angeles are located in FEMA-designated flood zones.

The County of Los Angeles contains 103 dams that have the potential to result in flooding in some areas of the County if the dams were comprised with seismic activity. However, the Division of Safety of Dams of the California Department of Water Resources has jurisdiction over large dams in the State and enforces inspections and safety requirements (County of Los Angeles 2015).

The Program does not involve any development or alteration to existing buildings that would increase exposure to flood hazards. Homes that experience lead-based paint hazard remediation would remain in their current footprint and configuration. Therefore, the Program would not expose people or structures to a significant loss, injury or death involving flooding. No impact would occur.

**NO IMPACT**

- j. *Would the project result in inundation by seiche, tsunami, or mudflow?*

The PIA is located more than 15 miles from the Pacific Ocean and in a relatively flat topography. Therefore, the PIA is not within the vicinity that would experience inundation by seiche, a tsunami, or a mudflow. The County of Los Angeles borders the Pacific Ocean and encompasses areas where

developments are located on hillsides. As such, parts of the County could be subject to inundation by seiche, a tsunami, and a mudflow. According to the County of Los Angeles's General Plan, Marina Del Rey and portions of the Santa Monica Mountains are at particular risk to tsunami and mudflow hazards (County of Los Angeles 2015). However, the Program would not involve any new development or alterations to existing buildings that would increase seiche, tsunami, or mudflow hazards. Therefore, the Program would have no impact.

**NO IMPACT**

# 10 Land Use and Planning

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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Would the project:

a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with an applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a. *Would the project physically divide an established community?*
- b. *Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

The Program would involve the inspection and mitigation of lead-based paint hazards at impacted residential buildings within the PIA and throughout the County of Los Angeles. The Program would not involve the development of temporary or permanent structures, nor would it require the closure or installation of any streets or other barriers that would change land use patterns. Therefore, no areas within an established community would be separated physically or socially. Additionally, the Program would not involve any new development or change in land use that would conflict with applicable land use plans, policies or regulations. No impact would occur

**NO IMPACT**

- c. *Would the project conflict with an applicable habitat conservation plan or natural community conservation plan?*

The Program would be implemented at homes in urbanized areas of the County of Los Angeles and the PIA. Further, the Program does not involve any development or alteration to remediation sites and only involves remediation to the exterior and interior of existing buildings. Therefore, the Program would not interfere or conflict with any applicable habitat conservation plans or natural community conservation plans that may be in place throughout the County of Los Angeles. There would be no impact.

**NO IMPACT**

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# 11 Mineral Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a. *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*
- b. *Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

The Program would be implemented at homes within the PIA and throughout the County of Los Angeles in urbanized areas. According to the County of Los Angeles General Plan Special Management Areas map, the PIA is not located in a Mineral Resource Zone and the area is not used or available for mineral resource or petroleum extraction (County of Los Angeles 2015). Although there are several Mineral Resource Zones identified in, or partially in the unincorporated areas of the County of Los Angeles the Plan would not involve excavation or alter land uses at remediation sites. Therefore, the Program would not result in the loss or availability of a known mineral resource that would be of value to the region and the residents of the state and there would be no impact.

**NO IMPACT**

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# 12 Noise

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in:				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. A substantial permanent increase in ambient noise levels above those existing prior to implementation of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project near a private airstrip, would it expose people residing or working in the project area to excessive noise?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Noise

Noise is defined as unwanted sound. Noise level measurements include intensity, frequency, and duration, as well as time of occurrence. Noise level (or volume) is generally measured in decibels (dB) using the A-weighted sound pressure level (dBA). The A-weighting scale is an adjustment to the actual sound pressure levels to be consistent with that of human hearing response, which is most sensitive to frequencies around 4,000 Hertz (about the highest note on a piano) and less sensitive to low frequencies (below 100 Hertz).

The duration of noise is important because sounds that occur over a long period of time are more likely to be an annoyance or cause direct physical damage or environmental stress. One of the most frequently used noise metrics that considers both duration and sound power level is the equivalent noise level (Leq). The Leq is defined as the single steady A-weighted level that is equivalent to the same amount of energy as that contained in the actual fluctuating levels over a period of time (essentially, the average noise level). Typically, Leq is summed over a one-hour period. Lmax is the highest RMS (root mean squared) sound pressure level within the measurement period, and Lmin is the lowest RMS sound pressure level within the measurement period.

The time period in which noise occurs is also important since nighttime noise tends to disturb people more than daytime noise. Community noise is usually measured using the Day-Night Average Level (Ldn), which is the 24-hour average noise level with a 10-dBA penalty for noise occurring during nighttime (10 p.m. to 7 a.m.) hours, or Community Noise Equivalent Level (CNEL), which is the 24-hour average noise level with a 5 dBA penalty for noise occurring from 7 p.m. to 10 p.m. and a 10 dBA penalty for noise occurring from 10 p.m. to 7 a.m. The Ldn and CNEL typically do not differ by more than 1 dBA. In practice, CNEL and Ldn are often used interchangeably.

Some land uses are more sensitive to ambient noise levels than other uses due to the amount of noise exposure and the types of activities involved. For example, residences, motels, hotels, schools, libraries, churches, nursing homes, auditoriums, museums, cultural facilities, parks, and outdoor recreation areas are more sensitive to noise than commercial and industrial land uses.

## Vibration

Vibration is a unique form of noise because its energy is carried through buildings, structures, and the ground, whereas sound is simply carried through the air. Thus, vibration is generally felt rather than heard. Some vibration effects can be caused by noise (e.g., the rattling of windows from passing trucks). This phenomenon is caused by the coupling of the acoustic energy at frequencies that are close to the resonant frequency of the material being vibrated. Typically, ground-borne vibration generated by manmade activities attenuates rapidly as distance from the source of the vibration increases. The ground motion caused by vibration is measured as particle velocity in inches per second and is measured in vibration decibels (VdB).

The vibration velocity level threshold of perception for humans is approximately 65 VdB. A vibration velocity of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for many people. Most perceptible indoor vibration is caused by sources inside buildings such as the operation of mechanical equipment, movement of people, or the slamming of doors. Typical outdoor sources of perceptible ground-borne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads.

- a. *Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*
- b. *Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?*
- c. *Would the project result in a substantial permanent increase in ambient noise levels above levels existing without the project?*

- d. *Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

Implementation of the Program may temporarily expose nearby noise-sensitive receptors to increased noise from hand-held construction tools used during the mitigation of lead-based paint hazards at existing homes within the affected jurisdictions during exterior remediation activities. However, all activities would be required to comply with the applicable jurisdiction's construction-related noise control requirements, which generally limits construction to daytime hours. Groundborne vibration is not expected from implementation of the Program, as no heavy construction equipment would be required. Therefore, noise-related impacts from implementation of the Program would be less than significant.

**LESS THAN SIGNIFICANT IMPACT**

- e. *For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*
- f. *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise?*

There are 16 airports in the County of Los Angeles (County of Los Angeles 2015), but the PIA is not located within an airport land use plan and no public airport or airstrip is located within two miles of the PIA boundary. The nearest public airport is Compton/Woodley Airport, located over six miles southeast of the PIA's southern boundary. The nearest private airstrip is Shepherd Field, located approximately 6 miles east of the PIA. Given the distance from the PIA to the nearest airport and private airstrip and the fact that the Program would not involve new development, implementation of the Program would not increase exposure of people working or residing in the PIA to excessive aircraft noise. Therefore, no impact related to aircraft noise would occur.

**NO IMPACT**

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# 13 Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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Would the project:

a. Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Displace substantial amounts of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. *Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

The Program involves inspection and remediation of lead-based paint hazards in existing homes within the PIA and throughout the County of Los Angeles. The Program would not involve the development of new residences, businesses, roads, or other infrastructure and would not result in changes to existing land uses. Implementation of the Program would require workers to visit properties requiring testing and remediation; however, workers would be drawn from the local workforce and remediation activities would be temporary and would not create substantial population growth. Therefore, the Program would not directly or indirectly contribute to population growth in the area.

**NO IMPACT**

- b. *Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*
- c. *Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

The Program involves the inspection and mitigation of lead-based paint hazards of existing homes and would not permanently displace current residents. Inspection of impacted homes would be done during a time convenient for the occupant and would take no more than a few hours.<sup>3</sup> When

<sup>3</sup> *People v Atlantic Richfield Company et al.* case 1-00-CV-788657, p.102 (Cal. 2014)



remediation or removal of lead-based paint is required, the property owner and the local Jurisdiction would develop a plan for lead hazard control that includes a timeline. In the *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* HUD recommends temporary relocation of residents if they cannot have safe access to the bathrooms, sleeping areas and kitchen facilities during non-work hours (HUD 2012). If residents are relocated during remediation activities, relocation would be to local hotels for no longer than a few days or until the residents would again have safe access to the kitchen, bathroom and sleeping areas; and is generally recommended when work undertaken will occur throughout much of the dwelling over several days. Temporary relocation is not required for shorter projects, where:

1. The work is contained, completed in one period of eight-daytime hours, and does not create other safety, health or environmental hazards;
2. Work is only completed at the exterior and building openings (windows, doors, vents) within 20 feet of disturbed paint surfaces are tightly closed or sealed and cleaned afterward, and an entryway is provided that is free of dust-lead hazards, soil-lead hazards, and debris
3. The work is completed within five calendar days, after each work day, the worksite and the area within 10 feet of the containment area are cleaned of visible dust and debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities (HUD 2012)

Once lead-based paint remediation activities are completed, the occupants will return to their properties, resulting in the same number of residences remaining. Therefore, the construction of replacement housing would not be necessary, and the impact would be less than significant.

**LESS THAN SIGNIFICANT IMPACT**

# 14 Public Services

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

1	Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a.1. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered fire protection facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

a.2. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered police protection facilities, or the need for new or physically altered police protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

a.3. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered schools, or the need for new or physically altered schools, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

a.4. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered parks, or the need for new or physically altered parks, the*

*construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?*

- a.5. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for other public facilities?*

As described in Section 13, *Population and Housing*, the Program would not involve the construction of new housing and would not generate population growth. Therefore, the Program would not increase demand for public services such as fire and police protection, schools, and parks. The remediation activities would not result in substantial adverse physical impacts associated with new or physically altered governmental facilities, require the need of a new or physically altered governmental facility, or alter any response times, service ratios, or other performance objectives for other public facilities, including fire protection, police protection, schools, parks, or libraries. There would be no impact related to public services.

**NO IMPACT**

# 15 Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*
- b. *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

As described in Section 13, *Population and Housing*, the Program would not involve the construction of housing and would not generate population growth. Therefore, the Program would not increase demands upon parks or result in deterioration of existing recreational facilities. Similarly, the Program would not require the construction of new parks. There would be no impact related to recreational facilities.

**NO IMPACT**

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# 16 Transportation/Traffic

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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- a. *Would the project conflict with an applicable plan, ordinance or policy establishing a measure of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit?*
- b. *Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?*
- c. *Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*
- d. *Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?*
- e. *Would the project result in inadequate emergency access?*
- f. *Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities?*

Implementation of the Program would not involve any new development. As such, it would not generate any permanent increase in traffic on the local or regional transportation system; would not create a change in air traffic patterns; would not increase hazards or incompatible uses by design; would not result adversely affect emergency access; and would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities or impact the performance or safety of such facilities. Therefore, implementation of the Program would result in no impacts related to transportation/traffic.

**NO IMPACT**

# 17 Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 2024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

As of July 1, 2015, California Assembly Bill 52 of 2014 (AB 52) was enacted and expands CEQA by defining a new resource category, “tribal cultural resources.” AB 52 establishes that “A project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment” (PRC Section 21084.2). It further states that the lead agency shall establish measures to avoid impacts that would alter the significant characteristics of a tribal cultural resource, when feasible (PRC Section 21084.3).

PRC Section 21074 (a)(1)(A) and (B) defines tribal cultural resources as “sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe” and is:

1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or
2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying these criteria, the lead agency shall consider the significance of the resource to a California Native American tribe.



AB 52 also establishes a formal consultation process for California tribes regarding those resources. The consultation process must be completed before a CEQA document can be certified. Under AB 52, lead agencies are required to “begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project.” Native American tribes to be included in the process are those that have requested notice of projects proposed within the jurisdiction of the lead agency.

- a. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?*
- b. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 2024.1?*

The Program involves the remediation of lead-based paint hazards associated with the exterior and interior of existing homes within the PIA and in other urbanized areas of the County of Los Angeles. The Program would not involve any excavation, demolition, construction or any other form of development that would result in ground disturbance on remediation sites. Further, any remediation activities would be limited to alterations on the exterior and interior of existing buildings. There would be no potential to encounter previously undetected tribal cultural resource during Program implementation. As such, there would be no impact. Nevertheless, the Countywide Program Area falls within the area that is traditionally and culturally affiliated with the Soboba Band of Luiseño Indians. On July 1, 2015 the Soboba Band requested formal notification and information on proposed projects within the identified area from the County of Los Angeles in accordance with AB 52. On December 12, 2018 the County of Los Angeles wrote to the Soboba Band to notify the tribe of the Program and the remediation work the Program would involve as requested. The County of Los Angeles has not yet received a response.

**NO IMPACT**

# 18 Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- a. *Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*
- b. *Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*
- c. *Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*
- d. *Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*
- e. *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*
- f. *Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*
- g. *Would the project comply with federal, state, and local statutes and regulations related to solid waste?*

Per Section 3, *Air Quality*, lead-based materials are regulated by Cal OSHA, including requirements on containment and disposal of lead-based materials per CCR, §1532.1, which would limit release and exposure to lead due to the Program's remediation activities. In addition, contractors that disturb lead-based paint in homes built before 1978 must be certified and follow specific work practices to prevent lead contamination pursuant to 40 CFR 745, Subpart E. These regulations include protocols for information distribution requirements, work practice standards, recordkeeping and reporting requirements, enforcement and inspections, recognized test kits, and certification of the contractor.

40 CFR 745, Subpart E, Section 745.85, Work practice standards, states that all waste from renovations are required to be contained to prevent releases of dust and debris, including transportation of the waste. Therefore, wastewater treatment requirements would not be exceeded from the Program. In addition, as the Program is not proposing any new development, and is limited to the alterations of exterior and interior of existing buildings, there would be no requirement of new water or wastewater treatment facilities, or expansion of existing facilities; no construction of new storm water drainage facilities or expansion of existing facilities; no change in water supplies needed; and no long-term demand of wastewater treatment. Lastly, the Program requires "proper disposal of waste". This would require all local, state, and federal disposal requirements of lead-based paint to be followed as part of the Program.

With implementation of the Program and applicable safety regulations related to lead-based paint removal and disposal, impacts of the Program would be less than significant.

**LESS THAN SIGNIFICANT IMPACT**

# 19 Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Does the project:				
a. Have the potential to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. *Does the project have the potential to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

As stated in Section 4, *Biological Resources*, the Program only involves minor alterations to the exterior and interior of homes related to lead-based paint hazards. Because the Program would not involve any new development, there would be no impact on any surrounding native biological habitats. Also, as stated in Section 5, *Cultural Resources*, there is potential for the Program to impact historical resources. Therefore, mitigation measure C-1 are required to reduce these impacts to a less than significant level.

**LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED**

- b. *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

As described in the discussion of environmental checklist Sections 1 through 18, with respect to all environmental issues, the Program would have no impact, a less than significant impact, or a less than significant impact with mitigation incorporated. The Program would have a short-term, less than significant impacts related to the production and disposal of hazardous materials. Impacts related to cultural resources would be specific to individual properties and mitigation is available to reduce impacts to a less than significant level; therefore, impacts to these resources areas would not contribute to any significant cumulative impacts related to these issues. In addition, the Program would not involve any new development and would not generate population growth; therefore, it would not contribute to any cumulative increases in traffic or demand for public services, or utilities such as water, wastewater, and solid waste service.

**LESS THAN SIGNIFICANT IMPACT**

- c. *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

As discussed in Section 3, *Air Quality*, Section 8, *Hazards and Hazardous Materials*, and Section 12, *Noise*, the Program would be required to comply with federal, State, and local jurisdictional regulations regarding the proper removal of lead-based paint from identified residences. In addition, any construction-related impacts would be temporary, and required to comply with applicable jurisdictional noise control ordinances. Overall, the Program would benefit human beings in the vicinity of remediation sites by reducing exposure to lead-based paint. Therefore, impacts would be less than significant.

**LESS THAN SIGNIFICANT IMPACT**

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## List of Preparers

Rincon Consultants, Inc. prepared this IS-MND under contract to the County of Los Angeles Community Development Commission. Persons involved in data gathering analysis, project management, and quality control are listed below.

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# Appendix A

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California Emissions Estimator Model (CalEEMod) Results

Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Winter

**Lead-based Paint Abatement-Single Family Home**  
**Los Angeles-South Coast County, Winter**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Single Family Housing	1.00	Dwelling Unit	0.32	1,800.00	3

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	33
<b>Climate Zone</b>	11			<b>Operational Year</b>	2019
<b>Utility Company</b>	Pacific Gas & Electric Company				
<b>CO2 Intensity (lb/MW hr)</b>	641.35	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use -

Construction Phase -

Area Mitigation -

Table Name	Column Name	Default Value	New Value
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**2.0 Emissions Summary**



Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Winter

**3.0 Construction Detail**

**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Architectural Coating	Architectural Coating	5/21/2019	5/27/2019	5	5	

**Acres of Grading (Site Preparation Phase): 0**

**Acres of Grading (Grading Phase): 0**

**Acres of Paving: 0**

**Residential Indoor: 3,645; Residential Outdoor: 1,215; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)**

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Winter

**3.2 Architectural Coating - 2019**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	2.2526					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238		282.0423
<b>Total</b>	<b>2.5191</b>	<b>1.8354</b>	<b>1.8413</b>	<b>2.9700e-003</b>		<b>0.1288</b>	<b>0.1288</b>		<b>0.1288</b>	<b>0.1288</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0238</b>		<b>282.0423</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>

Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Winter

**3.2 Architectural Coating - 2019**

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	2.2526					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288	0.0000	281.4481	281.4481	0.0238		282.0423
<b>Total</b>	<b>2.5191</b>	<b>1.8354</b>	<b>1.8413</b>	<b>2.9700e-003</b>		<b>0.1288</b>	<b>0.1288</b>		<b>0.1288</b>	<b>0.1288</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0238</b>		<b>282.0423</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>

Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Summer

**Lead-based Paint Abatement-Single Family Home**  
**Los Angeles-South Coast County, Summer**

**1.0 Project Characteristics**

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**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Single Family Housing	1.00	Dwelling Unit	0.32	1,800.00	3

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	33
<b>Climate Zone</b>	11			<b>Operational Year</b>	2019
<b>Utility Company</b>	Pacific Gas & Electric Company				
<b>CO2 Intensity (lb/MW hr)</b>	641.35	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use -

Construction Phase -

Area Mitigation -

Table Name	Column Name	Default Value	New Value
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**2.0 Emissions Summary**

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Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Summer

### 3.0 Construction Detail

#### Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Architectural Coating	Architectural Coating	5/21/2019	5/27/2019	5	5	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 3,645; Residential Outdoor: 1,215; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0  
(Architectural Coating – sqft)

#### OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48

#### Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

### 3.1 Mitigation Measures Construction

Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Summer

**3.2 Architectural Coating - 2019**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	2.2526					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238		282.0423
<b>Total</b>	<b>2.5191</b>	<b>1.8354</b>	<b>1.8413</b>	<b>2.9700e-003</b>		<b>0.1288</b>	<b>0.1288</b>		<b>0.1288</b>	<b>0.1288</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0238</b>		<b>282.0423</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>

Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Summer

**3.2 Architectural Coating - 2019**

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	2.2526					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288	0.0000	281.4481	281.4481	0.0238		282.0423
<b>Total</b>	<b>2.5191</b>	<b>1.8354</b>	<b>1.8413</b>	<b>2.9700e-003</b>		<b>0.1288</b>	<b>0.1288</b>		<b>0.1288</b>	<b>0.1288</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0238</b>		<b>282.0423</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
<b>Total</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>

Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Annual

**Lead-based Paint Abatement-Single Family Home**  
**Los Angeles-South Coast County, Annual**

**1.0 Project Characteristics**

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**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Single Family Housing	1.00	Dwelling Unit	0.32	1,800.00	3

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	33
<b>Climate Zone</b>	11			<b>Operational Year</b>	2019
<b>Utility Company</b>	Pacific Gas & Electric Company				
<b>CO2 Intensity (lb/MW hr)</b>	641.35	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use -

Construction Phase -

Area Mitigation -

Table Name	Column Name	Default Value	New Value
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**2.0 Emissions Summary**

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## Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
2	3-6-2019	6-5-2019	0.0109	0.0109
		Highest	0.0109	0.0109

### 3.0 Construction Detail

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#### Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Architectural Coating	Architectural Coating	5/21/2019	5/27/2019	5	5	

Acres of Grading (Site Preparation Phase): 0

Lead-based Paint Abatement-Single Family Home - Los Angeles-South Coast County, Annual

**Acres of Grading (Grading Phase): 0**

**Acres of Paving: 0**

**Residential Indoor: 3,645; Residential Outdoor: 1,215; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)**

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**







Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Winter

**Lead-based Paint Abatement-Apartments**  
**Los Angeles-South Coast County, Winter**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Low Rise	15.00	Dwelling Unit	0.94	15,000.00	43

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	33
<b>Climate Zone</b>	11			<b>Operational Year</b>	2019
<b>Utility Company</b>	Pacific Gas & Electric Company				
<b>CO2 Intensity (lb/MW hr)</b>	641.35	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use -

Construction Phase - extended for more realistic timeline

Area Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	5.00	15.00
tblConstructionPhase	PhaseEndDate	12/12/2018	12/26/2018

**2.0 Emissions Summary**



Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Winter

**3.0 Construction Detail**

**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Architectural Coating	Architectural Coating	12/6/2018	12/26/2018	5	15	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 30,375; Residential Outdoor: 10,125; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	2.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Winter

**3.2 Architectural Coating - 2018**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	6.2573					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171
<b>Total</b>	<b>6.5559</b>	<b>2.0058</b>	<b>1.8542</b>	<b>2.9700e-003</b>		<b>0.1506</b>	<b>0.1506</b>		<b>0.1506</b>	<b>0.1506</b>		<b>281.4485</b>	<b>281.4485</b>	<b>0.0267</b>		<b>282.1171</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0122	9.2300e-003	0.0995	2.4000e-004	0.0224	2.0000e-004	0.0226	5.9300e-003	1.8000e-004	6.1100e-003		23.6115	23.6115	8.9000e-004		23.6337
<b>Total</b>	<b>0.0122</b>	<b>9.2300e-003</b>	<b>0.0995</b>	<b>2.4000e-004</b>	<b>0.0224</b>	<b>2.0000e-004</b>	<b>0.0226</b>	<b>5.9300e-003</b>	<b>1.8000e-004</b>	<b>6.1100e-003</b>		<b>23.6115</b>	<b>23.6115</b>	<b>8.9000e-004</b>		<b>23.6337</b>

Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Winter

**3.2 Architectural Coating - 2018**

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	6.2573					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171
<b>Total</b>	<b>6.5559</b>	<b>2.0058</b>	<b>1.8542</b>	<b>2.9700e-003</b>		<b>0.1506</b>	<b>0.1506</b>		<b>0.1506</b>	<b>0.1506</b>	<b>0.0000</b>	<b>281.4485</b>	<b>281.4485</b>	<b>0.0267</b>		<b>282.1171</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0122	9.2300e-003	0.0995	2.4000e-004	0.0224	2.0000e-004	0.0226	5.9300e-003	1.8000e-004	6.1100e-003		23.6115	23.6115	8.9000e-004		23.6337
<b>Total</b>	<b>0.0122</b>	<b>9.2300e-003</b>	<b>0.0995</b>	<b>2.4000e-004</b>	<b>0.0224</b>	<b>2.0000e-004</b>	<b>0.0226</b>	<b>5.9300e-003</b>	<b>1.8000e-004</b>	<b>6.1100e-003</b>		<b>23.6115</b>	<b>23.6115</b>	<b>8.9000e-004</b>		<b>23.6337</b>

Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Summer

**Lead-based Paint Abatement-Apartments**  
**Los Angeles-South Coast County, Summer**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Low Rise	15.00	Dwelling Unit	0.94	15,000.00	43

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	33
<b>Climate Zone</b>	11			<b>Operational Year</b>	2019
<b>Utility Company</b>	Pacific Gas & Electric Company				
<b>CO2 Intensity (lb/MW hr)</b>	641.35	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use -

Construction Phase - extended for more realistic timeline

Area Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	5.00	15.00
tblConstructionPhase	PhaseEndDate	12/12/2018	12/26/2018

**2.0 Emissions Summary**





Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Summer

**3.0 Construction Detail**

**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Architectural Coating	Architectural Coating	12/6/2018	12/26/2018	5	15	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 30,375; Residential Outdoor: 10,125; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	2.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Summer

**3.2 Architectural Coating - 2018**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	6.2573					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171
<b>Total</b>	<b>6.5559</b>	<b>2.0058</b>	<b>1.8542</b>	<b>2.9700e-003</b>		<b>0.1506</b>	<b>0.1506</b>		<b>0.1506</b>	<b>0.1506</b>		<b>281.4485</b>	<b>281.4485</b>	<b>0.0267</b>		<b>282.1171</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0111	8.3400e-003	0.1080	2.5000e-004	0.0224	2.0000e-004	0.0226	5.9300e-003	1.8000e-004	6.1100e-003		25.0738	25.0738	9.4000e-004		25.0973
<b>Total</b>	<b>0.0111</b>	<b>8.3400e-003</b>	<b>0.1080</b>	<b>2.5000e-004</b>	<b>0.0224</b>	<b>2.0000e-004</b>	<b>0.0226</b>	<b>5.9300e-003</b>	<b>1.8000e-004</b>	<b>6.1100e-003</b>		<b>25.0738</b>	<b>25.0738</b>	<b>9.4000e-004</b>		<b>25.0973</b>

## Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Summer

**3.2 Architectural Coating - 2018****Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	6.2573					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171
<b>Total</b>	<b>6.5559</b>	<b>2.0058</b>	<b>1.8542</b>	<b>2.9700e-003</b>		<b>0.1506</b>	<b>0.1506</b>		<b>0.1506</b>	<b>0.1506</b>	<b>0.0000</b>	<b>281.4485</b>	<b>281.4485</b>	<b>0.0267</b>		<b>282.1171</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0111	8.3400e-003	0.1080	2.5000e-004	0.0224	2.0000e-004	0.0226	5.9300e-003	1.8000e-004	6.1100e-003		25.0738	25.0738	9.4000e-004		25.0973
<b>Total</b>	<b>0.0111</b>	<b>8.3400e-003</b>	<b>0.1080</b>	<b>2.5000e-004</b>	<b>0.0224</b>	<b>2.0000e-004</b>	<b>0.0226</b>	<b>5.9300e-003</b>	<b>1.8000e-004</b>	<b>6.1100e-003</b>		<b>25.0738</b>	<b>25.0738</b>	<b>9.4000e-004</b>		<b>25.0973</b>

Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Annual

**Lead-based Paint Abatement-Apartments**  
**Los Angeles-South Coast County, Annual**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Low Rise	15.00	Dwelling Unit	0.94	15,000.00	43

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	2.2	<b>Precipitation Freq (Days)</b>	33
<b>Climate Zone</b>	11			<b>Operational Year</b>	2019
<b>Utility Company</b>	Pacific Gas & Electric Company				
<b>CO2 Intensity (lb/MW hr)</b>	641.35	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use -

Construction Phase - extended for more realistic timeline

Area Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	5.00	15.00
tblConstructionPhase	PhaseEndDate	12/12/2018	12/26/2018

**2.0 Emissions Summary**

Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Annual

**2.1 Overall Construction**

**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2018	0.0493	0.0151	0.0147	2.0000e-005	1.6000e-004	1.1300e-003	1.3000e-003	4.0000e-005	1.1300e-003	1.1700e-003	0.0000	2.0783	2.0783	1.9000e-004	0.0000	2.0830
<b>Maximum</b>	<b>0.0493</b>	<b>0.0151</b>	<b>0.0147</b>	<b>2.0000e-005</b>	<b>1.6000e-004</b>	<b>1.1300e-003</b>	<b>1.3000e-003</b>	<b>4.0000e-005</b>	<b>1.1300e-003</b>	<b>1.1700e-003</b>	<b>0.0000</b>	<b>2.0783</b>	<b>2.0783</b>	<b>1.9000e-004</b>	<b>0.0000</b>	<b>2.0830</b>

**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2018	0.0493	0.0151	0.0147	2.0000e-005	1.6000e-004	1.1300e-003	1.3000e-003	4.0000e-005	1.1300e-003	1.1700e-003	0.0000	2.0783	2.0783	1.9000e-004	0.0000	2.0830
<b>Maximum</b>	<b>0.0493</b>	<b>0.0151</b>	<b>0.0147</b>	<b>2.0000e-005</b>	<b>1.6000e-004</b>	<b>1.1300e-003</b>	<b>1.3000e-003</b>	<b>4.0000e-005</b>	<b>1.1300e-003</b>	<b>1.1700e-003</b>	<b>0.0000</b>	<b>2.0783</b>	<b>2.0783</b>	<b>1.9000e-004</b>	<b>0.0000</b>	<b>2.0830</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
		Highest		

### 3.0 Construction Detail

#### Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Architectural Coating	Architectural Coating	12/6/2018	12/26/2018	5	15	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 30,375; Residential Outdoor: 10,125; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

#### OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48

#### Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	2.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

### 3.1 Mitigation Measures Construction

Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Annual

**3.2 Architectural Coating - 2018**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0469					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.2400e-003	0.0150	0.0139	2.0000e-005		1.1300e-003	1.1300e-003		1.1300e-003	1.1300e-003	0.0000	1.9149	1.9149	1.8000e-004	0.0000	1.9195
<b>Total</b>	<b>0.0492</b>	<b>0.0150</b>	<b>0.0139</b>	<b>2.0000e-005</b>		<b>1.1300e-003</b>	<b>1.1300e-003</b>		<b>1.1300e-003</b>	<b>1.1300e-003</b>	<b>0.0000</b>	<b>1.9149</b>	<b>1.9149</b>	<b>1.8000e-004</b>	<b>0.0000</b>	<b>1.9195</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.0000e-005	7.0000e-005	7.6000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	5.0000e-005	0.0000	0.1633	0.1633	1.0000e-005	0.0000	0.1635
<b>Total</b>	<b>8.0000e-005</b>	<b>7.0000e-005</b>	<b>7.6000e-004</b>	<b>0.0000</b>	<b>1.6000e-004</b>	<b>0.0000</b>	<b>1.7000e-004</b>	<b>4.0000e-005</b>	<b>0.0000</b>	<b>5.0000e-005</b>	<b>0.0000</b>	<b>0.1633</b>	<b>0.1633</b>	<b>1.0000e-005</b>	<b>0.0000</b>	<b>0.1635</b>

Lead-based Paint Abatement-Apartments - Los Angeles-South Coast County, Annual

**3.2 Architectural Coating - 2018**

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0469					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.2400e-003	0.0150	0.0139	2.0000e-005		1.1300e-003	1.1300e-003		1.1300e-003	1.1300e-003	0.0000	1.9149	1.9149	1.8000e-004	0.0000	1.9195
<b>Total</b>	<b>0.0492</b>	<b>0.0150</b>	<b>0.0139</b>	<b>2.0000e-005</b>		<b>1.1300e-003</b>	<b>1.1300e-003</b>		<b>1.1300e-003</b>	<b>1.1300e-003</b>	<b>0.0000</b>	<b>1.9149</b>	<b>1.9149</b>	<b>1.8000e-004</b>	<b>0.0000</b>	<b>1.9195</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.0000e-005	7.0000e-005	7.6000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	5.0000e-005	0.0000	0.1633	0.1633	1.0000e-005	0.0000	0.1635
<b>Total</b>	<b>8.0000e-005</b>	<b>7.0000e-005</b>	<b>7.6000e-004</b>	<b>0.0000</b>	<b>1.6000e-004</b>	<b>0.0000</b>	<b>1.7000e-004</b>	<b>4.0000e-005</b>	<b>0.0000</b>	<b>5.0000e-005</b>	<b>0.0000</b>	<b>0.1633</b>	<b>0.1633</b>	<b>1.0000e-005</b>	<b>0.0000</b>	<b>0.1635</b>





**Jared Blumenfeld**  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Meredith Williams, Ph.D.  
Acting Director  
5796 Corporate Avenue  
Cypress, California 90630



**Gavin Newsom**  
Governor

January 22, 2019

Mr. Donald Dean  
Environmental Officer  
County of Los Angeles  
Community Development Commission  
Housing Authority of the County of Los Angeles  
700 W. Main Street  
Alhambra, California 91801  
[Donald.Dean@lacdc.org](mailto:Donald.Dean@lacdc.org)

DRAFT MITIGATED NEGATIVE DECLARATION, LEAD-BASED PAINT HAZARD  
MITIGATION PROGRAM, LOS ANGELES, CALIFORNIA (sch# 2018121063)

Dear Mr. Dean:

Thank you for providing the Department of Toxic Substances Control (DTSC) with an opportunity to comment on the County of Los Angeles's Initial Study – Mitigated Negative Declaration (MND) for its Lead-Based Paint Hazard Mitigation Program (County Program). DTSC looks forward to working with the County to address lead exposure issues in the Preliminary Investigation Area (PIA). A more complete and up to date description of the closed Exide Technologies (Exide) lead-acid battery recycling facility in Vernon, California (closed Exide Facility), the PIA, and DTSC's investigation and cleanup work in the PIA can be found on DTSC's Exide Technologies website, found here:

<https://www.dtsc.ca.gov/HazardousWaste/Projects/UpdateExideSuspension.cfm>.

DTSC has the following specific comments:


1. The MND states in the Project Location and Description of the Project sections that Exide Technologies operated the closed Exide Facility from 2000 to 2014. DTSC notes that the closed Exide Facility began operating in 1922 and that Exide Technologies is responsible for all the previous releases from the closed Exide Facility.

2. The MND states in the Description of the Project section that DTSC has recently proposed a Soil Cleanup Plan that would clean up contaminated soil and dust in impacted homes within the PIA. It appears that the MND is referring to DTSC's *Removal Action Plan (Cleanup Plan) Offsite Properties within the Exide Preliminary Investigation Area (Final Cleanup Plan)* which was approved and the Final Cleanup Plan issued on July 17, 2017. DTSC's cleanup work described in the Cleanup Plan has already begun, is ongoing, and includes the following:
  - a. Prior to beginning the work under the Final Cleanup Plan, 330 parcels were cleaned up:
    - i. 186 residential parcels cleaned up by Exide;
    - ii. 95 residential parcels cleaned up by DTSC under different planning documents; and
    - iii. 49 schools parcels cleaned up by DTSC under different planning documents. (These are unlikely to be included in the County Program.)
  - b. As of January 18, 2019, 256 additional residential parcels have been cleaned up under the Final Cleanup Plan. Thus, DTSC has cleaned up or overseen the cleanup of a total of 586 parcels in the PIA.
3. The MND states in the Funding Use and Limitations section that homes within the "Exide Program Area" that have undergone soil cleanup under the DTSC's "Soil Cleanup Plan" are prioritized. Please specify whether the County Program will prioritize all residential parcels in the PIA cleaned up to date (including those cleaned up prior to the Final Cleanup Plan) or only those residential parcels in the PIA cleaned up under the Final Cleanup Plan. DTSC recommends doing the former.
4. The MND reference section includes DTSC's Draft Environmental Impact Report (EIR) but not its Final EIR issued on July 17, 2017, which is available at: [https://www.envirostor.dtsc.ca.gov/public/community\\_involvement/9913273453/Final\\_EIR\\_Vol\\_1\\_Chapter\\_1\\_Executive\\_Summary.pdf](https://www.envirostor.dtsc.ca.gov/public/community_involvement/9913273453/Final_EIR_Vol_1_Chapter_1_Executive_Summary.pdf). Also the reference section does not include DTSC's Final Cleanup Plan, which is available at: [https://www.envirostor.dtsc.ca.gov/public/community\\_involvement/1385548233/FINAL\\_Removal\\_Action\\_Plan-Cleanup\\_Plan\\_17Jul2017.pdf](https://www.envirostor.dtsc.ca.gov/public/community_involvement/1385548233/FINAL_Removal_Action_Plan-Cleanup_Plan_17Jul2017.pdf).
5. As of January 18, 2019, DTSC has sampled 8,521 sensitive use parcels in the PIA. DTSC's sampling data is available on its Exide Technologies website (<https://dtsc.ca.gov/HazardousWaste/Projects/pia-sampling-data.cfm>). This includes data from exterior paint sampling for certain parcels.

Mr. Donald Dean  
January 22, 2019  
Page 3

Should you have any questions regarding this letter, please contact me at (916) 255-6650 or [Mindy.Mathias@dtsc.ca.gov](mailto:Mindy.Mathias@dtsc.ca.gov).

Sincerely,

  
Mindy Mathias  
Exide Project Management Unit  
Site Mitigation and Restoration Program  
Department of Toxic Substances Control

cc:

Governor's Office of Planning and  
Research (via e-mail)  
State Clearinghouse  
P.O. Box 3044  
Sacramento, California 95812-3044  
[State.clearinghouse@opr.ca.gov](mailto:State.clearinghouse@opr.ca.gov)

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Department of Toxic Substances  
Control  
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Site Mitigation and Restoration Program  
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Ms. Suhasini Patel (via e-mail)  
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Site Mitigation and Restoration Program  
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Ms. Hortensia Muniz (via e-mail)  
Exide Project Management Unit  
Site Mitigation and Restoration Program  
[Hortensia.Muniz-Ghazi@dtsc.ca.gov](mailto:Hortensia.Muniz-Ghazi@dtsc.ca.gov)



# FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
www.fire.lacounty.gov

MARK  
SF

*"Proud Protectors of Life, Property, and the Environment"*

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

FC

KA

January 16, 2019

Donald Dean, Environmental Officer  
Community Development Commission of The County of Los Angeles  
Community Development Department  
700 West Main Street  
Alhambra, CA 91801

Dear Mr. Dean:

**NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION, "LEAD-BASED PAINT HAZARD MITIGATION PROGRAM," WILL ADDRESS REDUCING LEAD-BASED PAINT HAZARDS AT RESIDENCES THROUGHOUT THE COUNTY OF LOS ANGELES, THE PROGRAM WILL UTILIZE TWO FUNDING SOURCES TO REMEDIATE LEAD-BASED PAINT HAZARDS IN AREAS CONTAMINATED BY THE EXIDE TECHNOLOGIES, INC. BATTERY RECYCLING PLANT, AS WELL AS LEAD PAINT HAZARDS IDENTIFIED IN HOMES LOCATED WITHIN THE COUNTY OF LOS ANGELES COUNTY, FFER 201800148**

The Notice of Intent to Adopt a Mitigated Negative Declaration has been reviewed by Planning Division, Land Development Unit, Forestry Division, and Health Hazardous Materials Division of the County of Los Angeles Fire Department.

The following are their comments:

### **PLANNING DIVISION:**

We have no comments.

### **LAND DEVELOPMENT UNIT:**

This project does not propose construction of structures or any other improvements at time. Therefore, until actual construction is proposed the project will not have a significant impact to the Fire Department's Land Development Unit.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CALABASAS	EL MONTE	INDUSTRY	LAWNDALE	PARAMOUNT
ARTESIA	CARSON	GARDENA	INGLEWOOD	LOMITA	PICO RIVERA
AZUSA	CERRITOS	GLENORA	IRWINDALE	LYNWOOD	POMONA
BALDWIN PARK	CLAREMONT	HAWAIIAN GARDENS	LA CANADA-FLINTRIDGE	MALIBU	RANCHO PALOS VERDES
BELL	COMMERCE	HAWTHORNE	LA HABRA	MAYWOOD	ROLLING HILLS
BELL GARDENS	COVINA	HERMOSA BEACH	LA MIRADA	NORWALK	ROLLING HILLS ESTATES
BELLFLOWER	CUDAHY	HIDDEN HILLS	LA PUENTE	PALMDALE	ROSEMEAD
BRADBURY	DIAMOND BAR	HUNTINGTON PARK	LAKEWOOD	PALOS VERDES ESTATES	SAN DIMAS
	DUARTE				

The statutory responsibilities of the County of Los Angeles Fire Department's Land Development Unit are the review of, and comment on, all projects within the unincorporated areas of the County of Los Angeles. Our emphasis is on the availability of sufficient supplies for firefighting operations and local/regional access issues.

However, we review all projects for issues that may have a significant impact on the County of Los Angeles Fire Department. We are responsible for the review of all projects within contract cities (cities that contract with the County of Los Angeles Fire Department for fire protection services). We are responsible for all County facilities, located within non-contract cities. The County of Los Angeles Fire Department's Land Development Unit may comment on conditions that may be imposed on a project by the Fire Prevention Division which may create a potentially significant impact to the environment.

The County of Los Angeles Fire Department's Land Development Unit appreciates the opportunity to comment on this project.

#### **FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:**

The statutory responsibilities of the County of Los Angeles Fire Department's Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones, archeological resources, and the County Oak Tree Ordinance. Potential impacts in these areas should be addressed.

Under the Los Angeles County Oak tree Ordinance, a permit is required to cut, destroy, remove, relocate, inflict damage or encroach into the protected zone of any tree of the genus Quercus which is 25 inches or more in circumference (eight inches in diameter), as measured 1/2 feet above mean natural grade.

If Oak trees are known to exist in the proposed project area further field studies should be conducted to determine the presence of this species on the project site.

The County of Los Angeles Fire Department's Forestry Division has no further comments regarding this project.

#### **HEALTH HAZARDOUS MATERIALS DIVISION:**

The Health Hazardous Materials Division of the Los Angeles County Fire Department has no comments or requirements for the project at this time.

If you have any additional questions, please contact this office at (323) 890-4330.

Donald Dean, Environmental Officer  
January 16, 2019  
Page 3

Very truly yours,

A handwritten signature in blue ink that reads "Michael Y. Takeshita". The signature is written in a cursive style with a long, sweeping underline.

MICHAEL Y. TAKESHITA, ACTING CHIEF, FORESTRY DIVISION  
PREVENTION SERVICES BUREAU

MYT:ac

# Mitigation Monitoring and Reporting Program

This document is a Mitigation Monitoring and Reporting Program for the Lead-Based Paint Hazard Mitigation Program. CEQA requires adoption of a reporting or monitoring program for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). This mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For mitigation recommended in the Mitigated Negative Declaration, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in this Mitigation Monitoring and Reporting Program.

LACDC  
 Lead-Based Paint Hazard Mitigation Program

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
<b>Cultural Resources</b>							
<b>CR-1 Identification of Historical Resources</b>							
<p>In the project planning phase, prior to construction activities, the lead agency shall determine if a property is a historical resource for the purposes of CEQA. If a property for which exterior remediation or repair work is proposed is over 45 years of age and has not been previously evaluated for historical significance, a historical resources evaluation shall be prepared to determine whether the property is a historic resource under CEQA. Properties that are found eligible for federal, state, or local designation shall include a list of character-defining features.</p> <p>For identified historical resources, a qualified architectural historian or historic architect shall be consulted prior to any exterior modifications to determine whether proposed work would materially impair the historical resource's significance as defined by PRC Section 5020.1(q). The architectural historian or historic architect shall analyze all project components for compliance with the Secretary of the Interior's Standards for Rehabilitation and any design modifications necessary to bring the project into compliance with the Secretary of the Interior's Standards for Rehabilitation shall be incorporated.</p>	<p>Verify that a historical resources evaluation has been conducted and any necessary modifications to meet Secretary of the Interior standards have been incorporated as appropriate.</p>	<p>Prior to conducting remediation activities on applicable buildings.</p>	<p>Once for each applicable building.</p>	<p>LACDC</p>			



**LEAD HAZARD MITIGATION AGREEMENT  
WITH PARTICIPATING JURISDICTION**

JURISDICTION: CITY OF \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

THIS CONTRACT is made and entered into this «Date» day of, «Month», «Year», by and between the Community Development Commission of the County of Los Angeles (Commission), and the City of \_\_\_\_\_, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County of Los Angeles ("County") has made funding available under the Memorandum of Understanding dated \_\_\_\_\_ for purposes of providing lead hazard mitigation services as part of the Exide Lead Hazard Mitigation Project (Project); and

WHEREAS, the County has designated the Commission to enter into agreements and administer these funds on its behalf to ensure oversight, accountability and project delivery;

WHEREAS, the County, Operating Agency and Commission desire lead-based paint rehabilitation improvements set forth in the Scope of Work (Exhibit A); and

WHEREAS, Operating Agency desires to receive Project funds from the Commission to complete these improvements.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget, Exhibit B, Insurance Requirements, Exhibit C, Charitable Contributions Certification, Exhibit D, Commission Construction Requirements, and Exhibit E, Compliance With Fair Chance Employment Hiring Practices Certification.
2. CONTRACT ADMINISTRATION. The Commission, through its Executive Director, or her designee, shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Exhibit A, Project Description and Activity Budget.
4. TIME OF PERFORMANCE. Operating Agency shall commence the services described herein on the date first above written and shall complete same by no later than «Month» «Date», «Year». The construction project shall be limited to an eighteen month duration and must be successfully completed within this

period, unless the Operating Agency has received prior written approval from the Commission, through its Executive Director, or her designee.

5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Contract, Commission shall reimburse Operating Agency an amount not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), which shall constitute full and complete compensation hereunder for the completion of the project, including closeout and final permit signoff, described in Exhibit A. Said reimbursement will only be paid out of funds allocated by the Commission for allowable costs actually incurred and paid for the express purposes specified. Funds shall be paid only after submittal of a payment request form. This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the Commission. Said payment request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Contract. After timely receipt and approval of each payment request form, the Commission will draw a check in favor of the Operating Agency in the approved amount.

Operating Agency shall have no claim against the County or Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Operating Agency after the expiration and/or termination of this contract or completion of the project. Should Operating Agency receive any such payment, it shall immediately notify the County and immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration and/or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Operating Agency. This provision shall survive the expiration or other termination of this Contract.

The Commission's payment obligations pursuant to this Contract are payable solely from funds appropriated by the County for the purpose of this project. Operating Agency shall have no recourse to any other funds allocated to or by the County or the Commission. Operating Agency acknowledges that the funding for this Contract is limited to the project costs identified in the Exhibit A Project Description and Activity Budget, with no future funding promised or guaranteed.

6. BUDGET SECTION. No more than the amounts and expenditure items specified in the Project Description and Activity Budget, attached as Exhibit A to this Contract, which is attached hereto and incorporated herein by this reference in Section 3, may be spent for the separate cost categories specified in Exhibit A without written approval of the Commission.
7. COMPLIANCE WITH LAWS. All parties agree to be bound by all applicable State and local laws, ordinances, regulations and directives as they pertain to the performance of this contract, including the County Auditor Controller Contract Accounting and Administration Handbook.

Operating Agency shall comply with all Applicable Governmental Restrictions. As used herein, "**Applicable Governmental Restrictions**" shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, directives,

writs, injunctions, orders, decrees, rulings, conditions of approval, or authorizations, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision as they pertain to the performance of this Agreement or development or operation of the Project, including specifically but without limitation all code and other requirements of the jurisdiction in which the Project is located; the California Environmental Quality Act; applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15), the laws specified in Section 13 below, fair housing laws, prevailing wage laws as applicable (e.g. Cal. Labor Code 1720 et seq. and any other applicable state and local laws. Operating Agency shall indemnify, defend (with counsel acceptable to the indemnified parties) and hold the Commission, the Housing Authority of the County of Los Angeles (“HACoLA”), and the County harmless from any suit, cost, attorneys’ fees, claim, administrative proceeding, damage, wage award, fine, penalty or liability arising (whether by negligence, willful act or otherwise) out of or relating to Operating Agency’s failure to comply with any applicable Governmental Restrictions, including, without limitation, the nonpayment of any prevailing wages required to be paid, failure to maintain wage records, failure to post prevailing wage schedules, or other acts or omissions, regardless of whether they are the responsibility of the contractor or the party awarding the contract. Operating Agency is solely responsible for determining the applicability of laws, and should not rely on statements by Commission. Operating Agency acknowledges that Commission has not represented that the Project is not a “public work” as defined in Labor Code Section 1720 et seq.; and Operating Agency shall notify Commission and Operating Agency’s contractors and subcontractors immediately upon learning of any investigation or determination by the California Department of Industrial Relations relating to whether or not the Project is a “public work”.

Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under this Program.

The Operating Agency shall ensure equal opportunity in the award and performance of any contract to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.

The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8. OPERATING AGENCY'S CHARITABLE ACTIVITIES COMPLIANCE.

The Supervision of Trustees and Fundraisers For Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Operating Agencies to complete the "Charitable Contributions Certificate" form included as Exhibit "C," the Commission seeks to ensure that all Commission Operating Agencies that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Operating Agency that received or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

9. LOBBYING CERTIFICATIONS. With regards to the certification for contracts, grants, and loans, by executing this Agreement, the Operating Agency certifies, to the best of its knowledge and belief, that:

- a. The Operating Agency is familiar with the Los Angeles County Code Chapter 2.160 regarding County Lobbyists and assures the County that all persons acting on behalf of the Operating Agency will comply with the County Code.
- b. The Operating Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. TERMINATION FOR FAILURE TO COMPLY WITH COUNTY LOBBYIST REQUIREMENTS.

Failure on the part of the Operating Agency and/or its Lobbyist(s) to fully comply with said County Lobbyist requirements shall constitute a material breach of the Contract upon which the Commission may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the Commission and/or the County as a result of such breach

11. CONFIDENTIALITY OF REPORTS. Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any

person, firm, corporation or entity without the prior written consent of the Commission.

12. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable state and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Contract.

The Operating Agency shall also comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor Regulations (29 CFR part 5). This requirement will pertain to construction contracts awarded to Operating Agencies and subcontractors in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics and laborers.

13. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
14. INTERPRETATION. No provision of this Contract shall be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.
15. WAIVER. No waiver by the Commission of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the Commission to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this section 15 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
16. PROJECT EVALUATIONS AND REVIEW. The Commission will monitor, evaluate, and provide guidance to the Operating Agency in the performance of the Project identified in the Exhibit A, Project Description. Reviews will focus on the extent to which the planned Project has been implemented, measurable goals achieved, effectiveness of project management and timely project completion.

Upon seventy-two (72) hours written notice, Operating Agency shall make available for inspection to authorized Commission and/or County personnel and their agents, for five years (5) after the term, of this Contract, all records, including financial, pertaining to its performance under this Contract and allow said County personnel and agents to inspect and monitor Operating Agency's

facilities and program operations, and interview Operating Agency's staff and program participants, as required by the Commission (including, but not limited to, documents related to construction and project financing) reasonably required by Commission or its representatives as they relate to the Project or this Agreement. Operating Agency shall ensure that its employees, agents, officers, and board members fully cooperate with the Commission and the County with respect to the production of any information, which in the reasonable judgment of Commission representatives, may be relevant to a question of compliance with this Agreement. In the event any litigation, claims or audit is commenced during the term of this Agreement, said books and records shall be retained until all litigation, claims or audit findings involving said books and records have been resolved.

Failure of Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the Commission, through its Executive Director or her designee may cancel, terminate or suspend this Contract.

17. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 46 of this Contract.
18. CHANGES. The Commission may, from time to time, request changes hereunder, including the scope of services of the Operating Agency. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the Commission and the Operating Agency, shall be incorporated into this Contract by written amendments. Any changes to the regulations or requirements governing Operating Agency's performance hereunder need not be incorporated by written amendment and will be binding upon Operating Agency upon written notification by Commission.
19. REVENUE DISCLOSURE REQUIREMENT. Upon request, Operating Agency shall file with the Commission a written statement listing all revenue received, or expected to be received, by Operating Agency from State, City or County sources, or other governmental agencies, and applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. Operating Agency shall make available for inspection and audit to Commission's representatives, upon request, at any time during the duration of this Contract, and

for a period of five (5) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through Commission. All such books and records shall be maintained by Operating Agency at a location in Los Angeles County.

Failure of Operating Agency to comply with the requirements of this Section 25 of this Contract shall constitute a material breach of contract upon which Commission may immediately cancel, terminate or suspend this Contract through its Executive Director.

20. JOINT FUNDING. For projects in which there are sources of funds in addition to funds awarded through this contract, Operating Agency may be required to provide proof of such other funding. The Commission shall not pay for any costs incurred by Operating Agency, which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources. Separate financial records shall be kept for each funding source and program.

21. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with applicable regulations, policies, guidelines and requirements, and that it will comply with all applicable State and local laws and regulations as they relate to acceptance and use of County/Commission funds for the project specified in Exhibit A. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications and that, during the term of this Contract, it will maintain current copies of said assurances and certifications at the address specified below.

22. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

City of  
Address  
Attn:

Notices, reports and statements to the County shall be personally delivered or sent via First Class U.S. mail to the Executive Director or her designee at:

Community Development Commission of the County of Los Angeles  
Community & Economic Development Division  
700 W. Main Street  
Alhambra, California 91801

Each party shall promptly notify the other of any change in its mailing address.

23. ASSIGNMENT. Operating Agency may not assign any portion of this Contract without the express written consent of the Commission. Any attempt by

Operating Agency to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract, upon which the Commission may immediately terminate this Contract through the Executive Director or her designee.

24. SUBCONTRACTING. Sections 74-80 shall apply to any contracts or subcontracts using Project funds. The requirements of this Contract may not be subcontracted by the Operating Agency without the advance approval of the Commission. Any attempt by the Operating Agency to subcontract without prior consent of the Commission may be deemed a material breach of this Contract.

If the Operating Agency desires to subcontract, the Operating Agency shall provide the following information promptly at the Commission's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the Commission.

The Operating Agency shall indemnify and hold the Commission, HACoLA, and County and harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Operating Agency's employees.

The Operating Agency shall remain fully responsible for all performances required of it under this Contract, including those that the Operating Agency has determined to subcontract, notwithstanding the Commission's approval of the Operating Agency's proposed subcontract.

The Commission's consent to subcontract shall not waive the Commission's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Operating Agency is responsible to notify its subcontractors of this Commission right.

The Commission's Executive Director, or her designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the Commission, the Operating Agency shall forward a fully executed subcontract to the Commission for their files.

The Operating Agency shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Commission's consent to subcontract.

The Operating Agency shall obtain and maintain on site, certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the Commission from each approved subcontractor. The Commission may request copies of the certificates and endorsements required herein at any time.



Failure by the Operating Agency to comply with the Commission's request may be deemed by the Commission as a material breach of this contract.

25. NOTICE OF FEDERAL EARNED INCOME CREDIT. Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
26. FISCAL LIMITATIONS. The Commission may, in its sole discretion, reduce the compensation amount of this Contract in whole or in part, or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds. The Commission, through its Executive Director, or her designee, may act for the County in implementing and effecting such a reduction in the compensation amount of this Contract.

Where the Commission, through its Executive Director, or her designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, the Commission, through the Executive Director, or her designee, may suspend this Contract for up to sixty (60) days, upon three (3) days notice to Operating Agency, pending an audit or other resolution of such questions. In no event, however, shall a revision made by the Commission affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with Commission cash withdrawal guidelines, and that County funds are available to satisfy such expenditures or legally binding commitments.

27. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.
28. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable State and County laws and regulations governing conflict of interest. The Operating Agency agrees to incorporate the language found in this Section 34, CONFLICT OF INTEREST in contracts using funds awarded through this contract and subject to compliance with State and County conflict of interest laws.

The general rule shall be that no person described in the *Persons covered* section below of this Section 34, CONFLICT OF INTEREST, who exercises, or has exercised any function or responsibilities with respect to the Project, or who is in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a County-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a County-assisted activity, or with respect to the proceeds of the County-assisted activity, either for themselves or those with whom they have

business or immediate family ties, during their tenure or for one year thereafter.

*Persons covered* – The conflict of interest provisions of this Section 34, CONFLICT OF INTEREST, shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Operating Agency, or of any designated public agencies, or of any subrecipients that are receiving County funds.

The Operating Agency represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the County or Commission. Upon execution of this Contract and during its term, as appropriate, the Operating Agency shall, disclose in writing to the County any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the County's and/or Commission's interest and the interests of the third parties.

29. BUDGET MODIFICATIONS. The Executive Director or her designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:
  - i. Are specifically requested by Operating Agency;
  - ii. Will not change the project goals or scope of services;
  - iii. Are in the best interest of the County, the Commission and Operating Agency in performing the scope of services under this Contract;
  - iv. Do not alter the total amount of compensation under this Contract; and
  - v. Are in writing prior to expenditures being made.
  
30. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or her designee, who shall be a Division Director or higher, may grant time of performance modifications to this contract when such modifications:
  - i. Are specifically requested by Operating Agency;
  - ii. Will not change the project goals or scope of services;
  - iii. Are in the best interest of the County, the Commission and Operating Agency in performing the scope of services under this Contract;
  - iv. Do not alter the total amount of compensation under this Contract; and
  - v. Are in writing prior to expenditures being made.
  
31. AUDIT EXCEPTIONS. Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the Commission and/or the County, applicable, the full amount of Commission and/or the County's liability to the funding agency resulting from such audit exceptions.

32. AUDITS. The Operating Agency's program will be audited in accordance with the County and Commission's policy and funding source guidelines. Audits may also be conducted by State or local funding source agencies. The Commission or its authorized representatives shall, at all times during the term of this Contract, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the Commission to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.

Failure of Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the Commission, through its Executive Director or her designee may cancel, terminate or suspend this Contract.

33. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.
34. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. No oral agreement shall be binding upon the parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties. All Amendments must be received by Commission no less than sixty (60) calendar days from the expiration date of this Contract.
35. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the Commission for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the Commission, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the Commission, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.

36. INSURANCE. The Commission, acting as an agent of the County, authorizes the Commission's Risk Manager to determine the requirements of the insurance policies to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting the Operating Agency's indemnification requirements as set forth in section 43 below, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the Commission's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
37. FAILURE TO PROCURE INSURANCE. Failure on the part of the Operating Agency to procure or maintain required insurance, pursuant to Exhibit B shall constitute a material breach of the Contract under which the County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by the County shall be repaid by the Operating Agency to the County upon demand or the County may offset the cost of the premiums against any monies due to the Operating Agency from the County.
38. INDEMNIFICATION. The Operating Agency ("Indemnitor") shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles, the County of Los Angeles, and each of their elected and appointed officers, officials, representatives, employees, successors, assigns, predecessors, lenders, accountants, attorneys, and agents (each an "Indemnatee") from and against any and all liability, demands, damages, claims, causes of action, judgments, awards, expenses, and fees (including reasonable attorneys', experts' and consultants' fees) including, but not limited to, claims for bodily injury, property damage, loss of income, pain and suffering, emotional and psychological distress, and death, that arises from, pertains to, or relates to (whether in whole or in part) the acts, errors, or omissions of Indemnitor, Indemnitor's agent(s), representative(s), employee(s), or any third party with whom Indemnitor directly contracts with (or for whom Indemnitor is otherwise legally responsible for) in connection with the performance of Indemnitor's obligations under this Contract (collectively, the "Indemnified Liabilities"). If Indemnitor is a "design professional" within the meaning of *Civil Code* § 2782.8, Indemnitor shall only be required to indemnify and defend Indemnatee to the extent that the claims arise from, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Indemnitor. Notwithstanding anything to the contrary, Indemnitor shall only be required to indemnify a particular Indemnatee to the extent that the Indemnified Liabilities was not caused by the sole negligence, active negligence or willful misconduct of that Indemnatee. Indemnitor agrees to require each and every third party with whom Indemnitor directly contracts with (or for whom Indemnitor is otherwise legally responsible for) to be considered an additional "Indemnitor" under this provision and to separately agree to indemnify, defend, and hold harmless each Indemnatee for the work, materials, and services provided by that third party as required under this provision. The parties intend for this provision to not violate

any applicable laws (including *Civil Code* §§ 2782 *et. seq.*) and, to the fullest extent permitted by law, this provision shall be interpreted in such a manner. In the event of a conflict between this provision and any other provision in this Contract or any other contract between Indemnitor and Indemnitee, this provision shall govern. This provision shall survive the termination or expiration of the Contract and will continue to remain in full force and effect for ten years from substantial completion of Indemnitor's services, work, or provision of materials, or until all applicable statutes of limitations for the Indemnified Liabilities have expired, whichever is longer.

In the event that Operating Agency contracts with another entity (hereinafter "Construction Entity") for construction services to be provided in relation to the construction of a project (hereinafter "Operating Agency-Construction Entity Contract"), Operating Agency agrees that language substantially equivalent to the following shall be incorporated in its contract with Construction Entity in favor of Public Agencies: Construction Entity agrees to indemnify, defend, and hold harmless Public Agencies from and against any and all liabilities demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the project or the construction services of Construction Entity, its employees, representatives, consultants, subcontractors, agents, or any other entity for which Construction Entity is responsible. Construction Entity shall not be required to indemnify, defend, and hold harmless Public Agencies from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of Public Agencies, Public Agencies' agents, servants, or independent contractors who are directly responsible to Public Agencies. This indemnification clause shall remain in full force and effect following the expiration and/or termination of the Operating Agency-Construction Entity Contract.

In the event that Operating Agency provides design professional services in relation to a project related in any way to this Contract, Operating Agency agrees to indemnify, defend, and hold harmless Public Agencies from and against any and all Liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Operating Agency.

In the event that Operating Agency contracts with another entity (hereinafter "Design Professional Entity") for design professional services to be provided in relation to a project related in any way to this Contract (hereinafter "Operating Agency-Design Professional Contract"), Operating Agency agrees that language substantially equivalent to the following shall be incorporated in the Operating Agency-Design Professional Contract in favor of Public Agencies, if such contract is entered into subsequent to the execution date of this Contract: Design Professional Entity agrees to indemnify, defend, and hold harmless Public Agencies from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury,

property damage, and death (hereinafter collectively referred to as “Liabilities”), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional Entity, its employees, representatives, consultants, subcontractors, agents, or any other entity for which Design Professional Entity is responsible. This indemnification clause shall remain in full force and effect following the expiration and/or termination of the Operating Agency-Design Professional Contract.

Operating Agency further agrees to indemnify, defend, and hold harmless the Public Agencies from and against any and all Liabilities relating to the Operating Agency’s acts or omissions, whether civil or criminal, intentional or unintentional, including, without limitation, allegations or acts of physical abuse, mental abuse, psychological abuse, senior abuse, sexual abuse, molestation, maltreatment, or mistreatment, related in any way to this Contract or the services or work to be provided hereunder.

The above mentioned indemnification provisions shall remain in full force and effect and survive the cancellation, termination and/or expiration of this Contract. Operating Agency further agrees to require any entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Agencies, as applicable to each of them.

39. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Commission, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The Commission is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by the County into other eligible activities in the Commission. The Commission may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.
40. NEPOTISM. Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Operating Agency, unless this action is approved by the Operating Agency’s governing body and waived by the Commission. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Operating Agency.
41. RELIGIOUS AND POLITICAL ACTIVITIES. Operating Agency agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract

shall be used to promote religious or political activities. Further, Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.

42. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the Project budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for each funding source and program.
43. REPORTS AND RECORDS. Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by the Commission. Program progress reports shall be submitted as required, in the form specified by the Commission, though its' Executive Director or her designee. Operating Agency shall maintain, and permit on site inspections of such property, personnel, financial and other records and accounts as are considered necessary by Commission to assure proper accounting for all Contract funds during the term of this Contract and for a period of five (5) years thereafter. Operating Agency will ensure that its employees and board members furnish such information, which, in the judgment of Commission representatives, may be relevant to a question of compliance with contractual conditions, with County or Commission directives, or with the effectiveness, legality and achievements of the program.
44. EXPENDITURES. Expenditures made by Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from the Commission, through its Executive Director or her designee.
45. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief that it has adopted and is enforcing:
  - i. A policy prohibiting the use of excessive force in violation of applicable state, or local laws by anyone acting under the authority or supervision of Operating Agency against any individuals engaged in non-violent civil rights demonstrations; and
  - ii. A policy of compliance with applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
46. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:
  - i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance

is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

ii. Establishing an ongoing drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The Operating Agency's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph i of this Section 53;

iv. Notifying the employee in the statement required by paragraph i of this Section 53 that, as a condition of employment under the grant, the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

v. Notifying the Commission in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -

- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a State, or local health, law enforcement, or other appropriate agency;



vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs i, ii, iii, iv, v and vi.

47. RELOCATION REQUIREMENTS. If applicable, Operating Agency shall be responsible for assuring compliance with all relocation requirements as governed by State relocation laws and regulations for projects funded in whole or in part with County General Funds, including the California Relocation Assistance Law (California Government Code Section 7260 et seq.), Section 33410 et seq. of the California Health and Safety Code, the State Department of Housing and Community Development's implementing regulations known as the California Relocation Assistance and Property acquisition Guidelines (Title 25, California Code of Regulations, Section 6000 et seq.) and the Commission's Relocation Policies and Procedures Manual.

In circumstances where both federal and state funds are contributed to a program or Project, it is the policy of the County to follow the requirements that provide the displaced person or household with the greatest benefit. For example, if in a mixed-funded project, the assistance or benefit under state law is more favorable to the displaced person or household, then the state law applies, and if the opposite is the case, then applicable federal laws and regulations (e.g., Section 4601 et seq. of Title 42 of the United States Code) shall apply. Any relocation assistance shall be provided through and in the manner directed by Commission, provided, however, that Operating Agency shall indemnify, defend (with counsel approved by the indemnified parties) and hold harmless the Public Agencies and each of their respective members, directors, agents, officers, representatives and employees for relocation payments, consulting fees and expenses incurred in connection with the Project. At Commission's election and sole discretion, Commission may hire a relocation consultant to coordinate the relocation. The fees and costs of the consultant shall be paid or reimbursed by Operating Agency.

48. CONSTRUCTION REQUIREMENTS. Operating Agency shall cause the Project construction work to commence promptly, proceed diligently, and achieve Completion of the Project, as defined below, within the timeframe identified in the construction contract, subject to any extensions negotiated and agreed to by the Commission, Operating Agency and Contractor due to unforeseen conditions or other circumstances including force majeure delays beyond Operating Agency's reasonable control. "Completion of the Project" shall be deemed to have occurred when Commission has received satisfactory evidence that all final permits and certificates necessary to the operation of the Project as contemplated herein have been obtained and that the Project has been completed in compliance with this Agreement and as represented in plans and specifications for this project. This evidence shall include, without limitation, the following, each of which is subject to Commission's review and approval:

- (1) a signed certificate of substantial completion from the Project's architect or General Contractor, in a form reasonably acceptable to Commission, certifying to Commission that construction was completed substantially in

accordance with the requirements of the plans and specifications as approved through this Agreement, and all other related on-site and off-site improvements have been completed;

- (2) a certificate of occupancy and other final permits and licenses necessary to permit the use and occupancy of the Project for its intended purposes, which have been issued by proper governmental agencies;
- (3) unconditional waivers and releases upon final payment, in statutory form, showing no amounts in dispute, have been received from the General Contractor, all subcontractors, and all other persons or entities providing services or furnishing materials in connection with the Project;
- (4) a copy of the notice of completion given in compliance with California Civil Code and evidence of its required recording and delivery;
- (5) expiration of all applicable statutory periods for the enforcement of any mechanics' liens pursuant to applicable California laws and an Endorsement 122 from Title Company certifying that the Mortgaged Property is free from liens; and
- (6) a certification in a form acceptable to Commission from the Operating Agency that all of the work has been performed in accordance with applicable laws and the Loan Documents.

Construction shall proceed in accordance with Exhibit "D", Construction Requirements, and shall conform to the layout and design represented in Operating plans and specifications for the Project.

49. ENVIRONMENTAL CONDITIONS. Operating Agency shall comply with any CEQA mitigation measures or other environmental conditions imposed by Commission or any other applicable governmental authority in connection with the Project.
50. PROPERTY MAINTENANCE STANDARDS. Neither the Commission nor the County shall be responsible for maintenance of the property or facility where services or work under this Agreement are being provided. Such maintenance is solely the responsibility of the Operating Agency providing such services under this Agreement. Operating Agency shall ensure to the Commission that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes but is not limited to removal of trash and debris, graffiti abatement, landscaping and physical appearance acceptable to the Commission.
51. TERMINATION FOR IMPROPER CONSIDERATION (GRATUITIES). The Commission may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the

Operating Agency, either directly or through an intermediary, to any County or Commission officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Operating Agency as it could pursue in the event of default by the Operating Agency.

Operating Agency shall immediately report any attempt by the County or Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director or the County Auditor-Controller's Employee Fraud Hotline (800) 544-6861.

52. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Operating Agency's duty under this Contract to comply with all applicable provisions of law, Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of Operating Agency to maintain compliance with the requirements set forth in Section 57, OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM shall constitute a default by Operating Agency under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Executive Director or her designee may terminate this Contract pursuant to Section 62, Termination for Cause.
54. POST MOST WANTED DELINQUENT PARENTS LIST. The Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Operating Agency understands that it is County's policy to voluntarily post a list

entitled L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.

55. QUALITY ASSURANCE PLAN. The Commission will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Operating Agency's compliance with all Contract terms and performance standards. Operating Agency's deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the Commission and the Operating Agency. If improvement does not occur consistent with the corrective measure, Commission may terminate this Contract, pursuant to **Sections 61 or 62**, or impose other penalties as specified in this Contract.
56. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days' prior written notice to Operating Agency. In the event of such termination, Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

If the County exercises its rights under **Section 32**, Fiscal Limitations, the Operating Agency shall have the right to terminate this Contract for convenience with thirty (30) days' advance written notice under this **Section 61**.

57. TERMINATION FOR CAUSE. This Contract may be terminated by the Commission upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in i, ii, iii, iv, or v:
- i. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
  - ii. Should the Operating Agency fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three days by the Operating Agency, then notice of deficiency thereof in writing will be served upon the Operating Agency by the Commission.

- iii. Should the Operating Agency fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Commission, through its Executive Director, or her designee shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
- iv. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.
- v. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or under this Contract shall, at the option of the Commission become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

58. THIS SECTION LEFT INTENTIONALLY BLANK.

59. USE OF RECYCLED-CONTENT PAPER PROJECTS. Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible.

60. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Operating Agency. Operating Agency shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Operating Agency's employees, agents or subcontractors providing services for the Commission. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

61. CONTRACTOR RESPONSIBILITY AND DEBARMENT. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- a. The Operating Agency is hereby notified that if the Commission acquires information concerning the performance of a contractor on this or other contracts which indicates that the contractor is not responsible, the Commission may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County, Commission, and/or Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the contractor may have with the County, Commission, and/or Housing Authority.
  - b. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
  - c. If there is evidence that the contractor may be subject to debarment, the County will notify the contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
  - d. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- e. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
  - f. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
  - g. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.
  - h. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
  - i. These terms shall also apply to subcontractors and consultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.
62. CONSTRUCTION/REHABILITATION PROJECTS. The Operating Agency shall submit a request to the Commission, to conduct a Contract and Labor Compliance File Review at least 30 calendar days prior to the anticipated completion of construction/rehabilitation activities.

63. PATENT RIGHTS. The Operating Agency must adhere to federal requirements and regulations relating to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
64. DISALLOWED COSTS. If Operating Agency has failed to return unexpended funds or funds spent for disallowed costs related to this contract, , the Commission may withhold and offset payments to be made to Operating Agency under this Contract.
65. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS. Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the Commission are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. Operating Agency further agrees to defend, hold harmless, and indemnify the County and Commission from any and all liability, as described in **Section 45**, Indemnification, arising from or related to County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.
66. OPERATING AGENCY'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW. The Operating Agency acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Operating Agency understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Operating Agency's place of business. The Operating Agency will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. This poster is available at [www.babysafela.org/docs/poster\\_e.pdf](http://www.babysafela.org/docs/poster_e.pdf).
67. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW. The Operating Agency shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available at [www.babysafela.org](http://www.babysafela.org) for printing purposes.
68. COMPLIANCE WITH JURY SERVICE PROGRAM. Unless Operating Agency has demonstrated to the Commission's satisfaction either that Operating Agency is not a "Contractor" as defined under the Jury Service Program or that Operating Agency qualifies for an exception to the Jury Service Program, Operating Agency shall have and adhere to a written policy that provides that its Employees shall receive from the Operating Agency, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Operating Agency or that the Operating Agency deduct from the Employee's regular pay the fees received for jury service.



- a. For purposes of this Section, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full time employee of Operating Agency. “Full time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Operating Agency has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Operating Agency uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- b. If the Operating Agency is not required to comply with the Jury Service Program when the Contract commences, Operating Agency shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Operating Agency shall immediately notify County if Operating Agency at any time either comes within the Jury Service Program’s definition of “Contractor” or if Operating Agency no longer qualifies for an exception to the Program. In either event, Operating Agency shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Operating Agency demonstrate to the County’s satisfaction that Operating Agency either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Operating Agency continues to qualify for an exception to the Program.
- c. Operating Agency’s violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Operating Agency from the award of future County contracts for a period of time consistent with the seriousness of the breach.

69. OPERATING AGENCY’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Operating Agency qualifies for an exemption or exclusion, the Operating Agency warrants and certifies that to the best of its knowledge it is now in compliance, and during

the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

70. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 76, "OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Operating Agency to cure such default within 10 days of notice shall be grounds upon which County may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.
71. CLEAN AIR ACT. The Operating Agency must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). These terms shall apply to construction contracts in excess of \$100,000 awarded to the Operating Agency, as well as contracts awarded to subcontractors and subconsultants.
72. ENERGY POLICY AND CONSERVATION ACT. The Operating Agency must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94A 163, Stat.871).
73. WARRANTY OF AUTHORITY. The undersigned signatory for the Operating Agency covenants, warrants and guarantees that he/she is empowered and authorized to sign this Contract on behalf of Operating Agency in accordance with the terms and conditions stated herein.
74. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM. This Contract is subject to the provisions of the Los Angeles County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a

Commission official or employee for the purpose of influencing the certification as a Local Small Business Enterprise.

If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Commission any difference between the contract amount and what the Commission's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

75. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM. This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Commission official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the Commission any difference between the contract amount and what the Commission's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

76. DISABLED VETERANS BUSINESS ENTERPRISE PREFERENCE PROGRAM. This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Commission official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the Commission any difference between the contract amount and what the Commission's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

77. TIME OFF FOR VOTING. The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.
78. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING. The Contractor acknowledges that the County of Los Angeles has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the Commission shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. The Commission will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of the Contractor's staff pursuant to this paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

79. COMPLIANCE WITH THE COUNTY OF LOS ANGELES POLICY OF EQUITY. The Contractor acknowledges that the Commission takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County of Los Angeles Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the Commission strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the Commission's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

80. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES. The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination; Conviction History. The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion terminate the Contract.
  
81. ENTIRE CONTRACT. This Contract with attachments and any and all Bulletins, which the County may issue from time to time following the date of execution, constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Board of Commissioners of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month and year first above written.

COUNTY OF LOS ANGELES

CITY OF  
Operating Agency

By: \_\_\_\_\_  
MONIQUE KING-VIEHLAND,  
Executive Director  
Community Development Commission  
of the County of Los Angeles

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

MARY C. WICKHAM  
County Counsel

MONIQUE KING-VIEHLAND,  
Executive Director  
Community Development Commission  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Director, CDD Division

**EXHIBIT "A" TO GRANT AGREEMENT**  
**PROJECT DESCRIPTION AND ACTIVITY BUDGET**

**See attached PDF**



## EXHIBIT "B" TO GRANT AGREEMENT

### INSURANCE REQUIREMENTS

(GENERAL FUNDS - PROJECT NO. \_\_\_\_\_)

As established in Section 10.10 of the Agreement, Operating Agency shall comply with the following insurance requirements. The Housing Authority of the County of Los Angeles ("Housing Authority"), the Community Development Commission of the County of Los Angeles ("Commission"), and the County of Los Angeles ("County"), herein collectively referred to as the "Public Agencies", require that prior to the execution of this Agreement, the Operating Agency must provide evidence that all insurance requirements have been met. Without limiting the Operating Agency's duties to indemnify and defend as provided in this Agreement, the Operating Agency shall procure and maintain, at the Operating Agency's sole expense, the insurance policies described herein.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier:

Sydney M. Irmas Transitional Living Center (TLC)  
Phase I - TLC Rehabilitation  
7817 Lankershim Blvd. North Hollywood CA 91605

(1) **ACCEPTABILITY OF INSURERS.** Each insurance policy identified herein shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:XVII, unless otherwise acceptable to the Public Agencies.

(2) **VERIFICATION OF COVERAGE.** The Operating Agency shall furnish the Commission with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the Commission before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Operating Agency's obligation to provide them. The Commission reserves the right to require complete, certified copies of all insurance policies, including endorsements required by these specifications, at any time.

The Operating Agency shall, concurrent with the execution of this Agreement, deliver to the Commission certificates of insurance and each year thereafter during the term of this Agreement, policy declarations and original endorsements evidencing the insurance coverage required. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Agreement, but no later than thirty (30) days following execution of this Agreement. The certificates and endorsements shall be signed by a

person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time including endorsements required by these specifications. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval.

Each insurance policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy required herein. The Operating Agency shall give the Commission immediate notice of any insurance claim or loss, which may be covered by insurance.

(3) **SELF-INSURED RETENTIONS.** Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, the Operating Agency agrees that it will defend, indemnify and hold harmless the Public Agencies and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. The Commission may require the Operating Agency to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Operating Agency.

(4) **PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Public Agencies. For any claims related to this Agreement, the Operating Agency's insurance coverage shall be primary insurance; primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Public Agencies, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Housing Authority, Commission, its officers, officials, employees, or volunteers shall be excess of the Operating Agency's insurance and shall not contribute with it.

(5) **WAIVER OF SUBROGATION.** The insurance policies shall contain a waiver of subrogation for the benefit of the Public Agencies. The Operating Agency hereby grants to the Public Agencies a waiver of any right to subrogation, which any insurer of said Operating Agency may acquire against the Public Agencies by virtue of the payment of any loss under such insurance. The Operating Agency agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Public Agencies have received a waiver of subrogation endorsement from the insurer.

(6) **INSURANCE COMPLIANCE.** Failure on the part of the Operating Agency, and/or any entities with which the Operating Agency contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Agreement pursuant to which the Commission may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Operating Agency to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to

participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Operating Agency's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Operating Agency or the insurance carrier.

(7) **RELEASE OF LIABILITY.** Without affecting any other rights or remedies, the Operating Agency hereby releases and relieves the Public Agencies and waives its entire right to recover damages (whether in contract or in tort) against the Public Agencies, for loss or damage to property arising out of or incident to the perils required to be insured against under this section. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto. The Operating Agency agrees to have its respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against the Public Agencies.

(8) **SUBCONTRACTORS.** The Operating Agency shall require and verify that all subcontractors with which the Operating Agency contracts, shall maintain insurance meeting all the requirements stated herein. The Operating Agency shall verify and ensure that the Public Agencies are named an additional insured on insurance, endorsements and waivers required from subcontractors in relation to the property or project that is the subject of this Agreement. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

(9) **CLAIMS MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contracted work/services.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the Agreement of work/services.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Agreement effective date, the Operating Agency must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contracted work/services.

(10) **SPECIAL RISKS OR CIRCUMSTANCES.** The Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(11) **MINIMUM SCOPE AND LIMITS OF INSURANCE.** The following insurance policies shall be maintained by the Operating Agency and any entity with which the Operating Agency contracts for the duration of this Agreement, unless otherwise set forth herein. Coverage shall be at least as broad as:

When applicable, the Operating Agency shall deliver satisfactory evidence of Property insurance at such time that such exposures are at risk, but in no event later than the Close of Escrow.

The Operating Agency shall deliver satisfactory evidence of Professional Liability insurance once the Design Professionals are hired for the project, or Operating Agency begins to provide professional services, whichever comes first. (For purpose of these insurance requirements and the indemnity provisions in Section 10.6, “**Design Professional(s)**” shall include, but not be limited to, the following: architects, structural engineers, civil engineers, geotechnical engineers and environmental consultants.) In the event that the Design Professional has been contracted or has substantially or fully completed their work prior to the execution of this Agreement, Public Agencies may waive this requirement.

**A. GENERAL LIABILITY INSURANCE:** (written on ISO policy form CG 00 01 or its equivalent) covering CGL on an “Occurrence” basis, including products and completed operations, coverage for bodily injury, personal injury, property damage, and contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed/On-Going Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

**A.1 Additional Insured Endorsement Form:** The Public Agencies, thier officers, officials, employees, agents and volunteers ("Public Agencies and their Agents"), shall be named and covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Operating Agency including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Operating Agency’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**A.2 Primary and Non-contributory Endorsement:** The insurance policies set forth herein shall contain an endorsement providing primary and non-contributory insurance coverage with respect to the Public Agencies.

**A.3 Products, Completed and Ongoing Operations Endorsement:** *(Products/Complete/Ongoing Operations is not required for Professional Services)* The insurance policies set forth herein shall contain an endorsement providing primary and non-contributory insurance coverage with respect to the Public Agencies.

**A.4 Waiver of Subrogation:** The insurance policies shall contain a waiver of subrogation for the benefit of the Public Agencies.

*A.5 (If the services provided in this contract relate in any way to excavation, then this policy shall also include XCU coverage) Policy shall include an endorsement for explosion, collapse, and underground ("XCU") hazards, property damage liability.*

(c) **FLOOD INSURANCE:** Flood Insurance shall be maintained for any project located in a Special Flood Hazard Area. The flood insurance shall provide coverage in an amount that at all times meets or exceeds the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Property, or the maximum limit available through the National Flood Insurance Program (NFIP), whichever is greater.

(d) **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

(e) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:** insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

**E.1 Waiver of Subrogation:** The insurance policies shall contain a waiver of subrogation for the benefit of the Public Agencies.

**E.2 Alternate Employer Endorsement.** *(providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Public Agencies as the Alternate Employer, and the endorsement form shall be modified to provide that the Public Agencies will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.*

(f) **PROFESSIONAL LIABILITY INSURANCE.** Appropriate to the professional's profession in an amount not less than Two Million Dollars (\$2,000,000) for each occurrence and general aggregate. Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. If the Operating Agency is not providing professional services, then it is the responsibility of the Operating Agency to obtain separate written approval from the Commission to eliminate this professional liability insurance requirement.

(g) **POLLUTION LIABILITY INSURANCE,** and or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed including coverage for bodily injury, personal injury, death, property damages, and environmental damage with limits of not less than the following:

General Aggregate	\$ 2,000,000
Completed Operations	\$ 2,000,000
Each Occurrence	\$ 1,000,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, brownfield restoration and clean-up costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The Public Agencies and their Agents shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

(i) The retroactive date must be shown on the policy and must be before the date of this Agreement or the beginning of the work or services that are the subject of this Agreement;

(ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Agreement or for five (5) years after completion of the work or services that are the subject of this Agreement, whichever is greater;

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, then the Operating Agency must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of this Agreement;

(iv) A copy of the claims reporting requirements must be submitted to the Commission for review; and

(v) If the work or services that are the subject of this Contract involve lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and definition of "Pollution" shall include microbial matter including mold.

(h) **CRIME INSURANCE.** Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated below:

Employee Theft Coverage	\$500,000
Employee Dishonesty Coverage	\$500,000
Forgery or Alteration Coverage	\$500,000

H.1 The Public Agencies and their Agents shall be named as loss payees on such policy. Policy shall be endorsed to included theft loss to a third party.

**EXHIBIT "C" TO GRANT AGREEMENT**

**CHARITABLE CONTRIBUTIONS CERTIFICATION FORM**

(GENERAL FUNDS - PROJECT NO. \_\_\_\_\_)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

**CERTIFICATION**

**YES NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ( ) ( )

**OR**

**YES NO**

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ( ) ( )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)



## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§

999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

## **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.**

**EXHIBIT “D” TO GRANT AGREEMENT**  
**COMMISSION CONSTRUCTION REQUIREMENTS**

(GENERAL FUNDS - PROJECT NO. \_\_\_\_\_)

The Operating Agency’s receipt of the funding through this agreement for purposes of paying construction and permanent costs in connection with the project is conditioned upon the Operating Agency’s adherence to certain construction requirements imposed by Commission in connection with the Project, including, without limitation, the requirements set forth in this EXHIBIT “D”. The Operating Agency covenants to comply with each and every construction requirement set forth in this EXHIBIT “D” or as otherwise imposed by any applicable Governmental Restriction, including, without limitation, any regulations or administrative procedures established by Commission for the disbursement of funds for the construction of affordable housing projects in the County of Los Angeles.

1. Submittals and Review Procedure; Construction Monitoring

(a) For purposes of this EXHIBIT “D”:

(i) “Construction Documents” shall mean all documents necessary to construct the Project including but not limited to plans, standard drawings, details, specifications, construction contract, schedules, addenda, reference standards, calculations, reports, cost estimates, value engineering studies, constructability reviews, and related documents; and

(ii) “Empirical Cost Model” shall mean a cost model which Commission may elect to prepare based on the Construction Documents for the purpose of evaluating the proposed construction budget against the database of construction costs maintained by Commission.

(b) The Operating Agency’s submittal requirements shall include the following:

(i) The Operating Agency shall submit to Commission within 20 days of the execution of this Agreement a project team staffing plan (“Staffing Plan”) for review and approval by Commission. The Staffing Plan shall contain an organizational chart showing all component functions and reporting relationships, and the related staff for all activities, including a separate narrative describing the roles and responsibilities of all participants. Where the Staffing Plan utilizes organizations other than the Operating Agency, a company profile must be provided for each. A detailed resume for each individual on the organizational chart must be included.

(ii) The Operating Agency shall submit to Commission within 20 days of the execution of this Agreement a detailed development schedule (“Development Schedule”) for review and approval by Commission. The Operating Agency shall incorporate any

changes or corrections requested by Commission in a revised schedule to be submitted to Commission within 10 days after receiving comments from Commission with respect to the original schedule submitted, as provided above. The Development Schedule shall be developed and submitted in CPM network configuration using MS Project, or approved equivalent. The scope of the Development Schedule will comprise all discrete functions, from Project start to completion, necessary to deliver the Project per the requirements of the Construction Contract, as defined in Section 1(c) of this EXHIBIT "D". The construction portion of the Development Schedule will be a summary of the more detailed Construction Schedule defined in Section 1(b)(iii) of this EXHIBIT "D".

(iii) The Operating Agency shall submit to Commission within 20 days of the approval of the Construction Contract a detailed construction schedule ("Construction Schedule") for review and approval by Commission. The Operating Agency shall incorporate any changes or corrections requested by Commission in a revised schedule to be submitted to Commission within 10 days after receiving comments from Commission with respect to the original schedule submitted, as provided above. The Construction Schedule shall be developed and submitted in CPM network configuration using MS Project, or approved equivalent. The Construction Schedule shall follow the recommendations of the latest edition of the Associated General Contractors of America book, *Using CPM in Construction*. The original submittal and required monthly updates shall be submitted on floppy disk and two plotted hard copies (this will include both Gantt chart and CPM network plots).

(iv) The Operating Agency shall provide to Commission a draft completed regulatory "Entitlement Review" package for Commission review and approval prior to any formal submittal to the controlling land use jurisdiction or other regulatory agency. This package shall be submitted to Commission not later than 14 days prior to the submittal to the regulatory body.

(v) The Operating Agency shall submit to Commission within 30 days of the execution of this Agreement basic concept drawings ("Basic Concept Drawings") for review and approval by Commission. The Basic Concept Drawings shall be in form and content as directed from time to time by Commission.

(vi) Based on, and within 60 days of Commission's approval of, the Basic Concept Drawings, the Operating Agency and its design team shall submit to Commission for review and approval by Commission certain design development plans and related documents ("Design Development Plans") for the following phases of design: expanded conceptual design; schematic design; design development; construction cost estimates for schematic design and design development, including any value engineering analysis; value engineering review; and constructability analysis review. The Operating Agency will include ten (10) business days for each review in the Development Schedule and adequate redesign time to respond to Commission comments as required.

(vii) Based on the approved Design Development Plans, the Operating Agency and its design team shall prepare and submit to Commission for review and approval by Commission the (preliminary drawings) 50% construction documents (the "Preliminary Drawings"). The 50% submittal shall include a detailed cost estimate and a list of value

engineering considerations representing a saving goal of 10% of the overall Project budget.

(viii) The (final working drawings) 100% construction documents (the “Final Drawings”) submittal shall contain a complete and coordinated package adequate to obtain building permits and build the Project with a minimum of change orders. If required by Commission, the Operating Agency and its design team shall submit evidence of a constructability review from a licensed contractor knowledgeable in the type of construction and project proposed. A final cost estimate shall be submitted reflective of the various value engineering and constructability review efforts to date. If the final construction document package cost estimate exceeds the Empirical Cost Model the Operating Agency shall be required to demonstrate to Commission the reason why the cost overrun occurred and may be required to make adjustments to meet the Empirical Cost Model.

(ix) The Construction Documents shall include all related work for the Project, including but not limited to the buildings, grading, landscaping, site improvements, off-site improvements (if included). All Construction Documents (including both the Preliminary Drawings and the Final Drawings) shall be prepared and submitted within the times established in the Development Schedule, subject to extensions as they are authorized herein or as mutually agreed to by the parties. During the preparation of all Construction Documents, Commission staff and the Operating Agency shall hold regular meetings to coordinate the preparation of, submission to, and review of Construction Documents by Commission. Commission and the Operating Agency shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to Commission can receive prompt and speedy consideration. The Operating Agency will incorporate Commission CM Division AF101 specifications sections into the Construction Documents, as required by law.

(c) The Operating Agency shall submit to Commission in accordance with the Development Schedule a construction contract (“Construction Contract”) for review and approval by Commission. The Construction Contract shall utilize the appropriate and most recent AIA form of Standard Agreement and General Conditions and shall contain such modifications and additions to such AIA forms as Commission may require.

(d) The Construction Management Division of Commission will provide oversight monitoring of the Project. The Operating Agency shall maintain at the job site adequate records and shall permit site access to Commission at all reasonable times to accommodate the monitoring activities. The monitoring program may include, but is not limited to, the following: establishment of various reporting requirement formats and frequencies; review of scheduling documents for conformance and performance; review of QA/QC program results; review of Project budgets and cash flows; attendance at job site meetings; review of job correspondence; review of change order requests; review of submittals to architect; site inspections; pay request reviews and approvals; review of job site safety conditions; review of construction documents for compliance with actual construction; review of labor compliance documents and compliance of same; monitoring of any and all Agreement conditions, and other related activities. The Operating Agency acknowledges that Commission’s review, inspection and monitoring activities as set forth

in the subsection (d) shall be solely for Commission's benefit, and that the Operating Agency shall not rely in any manner on any statements (oral or written) or actions or omissions by Commission in connection with its review, inspection and monitoring activities, but that the Operating Agency shall at all times be wholly responsible for all aspects of the construction of the Project.

(e) The Project is designated as a Davis Bacon/public works type project and as such has certain additional bidding and reporting requirements. The Operating Agency shall consult with the Construction Management Division of Commission for detailed requirements. The Operating Agency shall include all such requirements in the Construction Documents and conduct the bid phase according to such requirements, including the Prevailing Wage determination or decision in effect at the time of the bid. Prior to going out to bid (advertisement), or award of negotiated bid, the Operating Agency shall submit to Commission the bid package for review and approval, which submittal shall be five (5) days prior to any advertising placement or negotiation discussion, as the case may be. Once bids are received, the Operating Agency shall prepare a bid evaluation and review all submittals with Commission staff for compliance with all applicable Governmental Restrictions.

(f) Construction Sign. Operating Agency shall submit and Commission shall review and approve the Project construction sign before it is mounted at the site. If Operating Agency is not erecting a construction sign, Commission shall have the right at Commission's cost and expense and in compliance with all applicable laws to erect at least one (1) sign on the Property referring to the Loan at a visibly prominent location on the Property, which sign(s) shall be Commission's design. Once installed, Operating Agency shall reasonably maintain said sign(s) and dispose of them or return them to Commission upon the completion of construction at Commission's request. Commission shall have the right, at any time and at its sole cost and expense, to announce or advertise its financing in newspapers, trade journals and other media outlets of Commission's choosing.

## 2. Fund Disbursement and Requisitions.

(a) Requests for funds available to the Operating Agency under the terms of this Agreement are to be made on the basis of a need or requirement established by this Agreement. Requests shall be made in a form approved by Commission and shall include all necessary documentation provided for in the Construction Contract or as otherwise requested by Commission required to establish the amount and time lines of the payment requested, together with a certificate from the Project architect pursuant to the Construction Contract certifying that all disbursements requested are properly due. In addition, the recipient(s) of the disbursements for services rendered or materials provided, shall be required to sign, as applicable, conditional or unconditional waivers and releases, both in statutory form, warranting that no further claims will be made of Commission for those services or materials. Exception to this requirement is made for checks made to government entities. All disbursements pursuant to this EXHIBIT "D" shall be made through a Commission-approved construction disbursement agency, as set forth below.

(b) Whenever the funding source for any procurement described herein imposes additional or different requirements than those established herein, such additional or different requirements shall be complied with.

3. Insurance and Bonding.

(a) The purpose of this Section is to establish insurance and bonding procedures to protect Commission's personal and property rights and purchases of supplies, equipment, construction and contractual services.

(b) The insurance and bonding procedures shall be conducted in full compliance with Federal standards as stated in 24 CFR 85.36, all state and county laws and procedures, other Governmental Restrictions. The bonding coverage will include a bid guarantee, performance and payment bond and completion guaranty for construction or facility improvement contracts or subcontracts exceeding \$100,000.

(c) The Operating Agency shall require in the Construction Contract that the contractor ("Contractor") shall procure and maintain at Contractor's expense (and require all subcontractors and sub-subcontractors to procure and maintain at their expense) for the duration of the Construction Contract, or for a longer period as indicated, the insurance coverage required in this Agreement, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by Contractor, its agents, representatives, employees, subcontractors or sub-subcontractors, and that the Contractor and all subcontractors and sub-subcontractors shall otherwise meet the insurance requirements set forth therein.

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**14 I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date: