HOUSING AUTHORITY
of the County of Los Angeles
Administrative Office
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

August 8, 2006

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

AUTHORIZE THE HOUSING AUTHORITY TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT COMMISSION'S RESIDENTIAL SOUND INSULATION PROGRAM AT THE CENTURY-WILTON APARTMENTS (2) (3 Vote)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the sound insulation improvements at the Century-Wilton Apartments, located at 10025 Wilton Place and 2030-2050 West Century Boulevard, in unincorporated Los Angeles County, is exempt from the California Environmental Quality Act (CEQA), as described herein, because it involves negligible or no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Executive Director of the Housing Authority to execute an Owner Participation Agreement (OPA), presented in substantially final form, and all related documents, for participation in the Community Development Commission's Residential Sound Insulation Program, under which the Commission will provide sound insulation at the Housing Authority's Century-Wilton Apartments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to authorize the Executive Director to enter into an OPA under which the Commission will provide sound insulation at the Century-Wilton Apartments.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund and no Housing Authority funds will be expended under this OPA. The Commission will fund the sound insulation improvements with $1,088,640.25 in Los Angeles World Airports (LAWA) Noise Mitigation Grant funds and Community Development Block Grant (CDBG) funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Commission operates a Residential Sound Insulation Program that provides grants for sound insulation improvements to properties located within the flight path of Los Angeles International Airport. Among other general terms, the proposed OPA allows the Commission to: access the Century-Wilton Apartments, develop a scope of work in coordination with Housing Authority, procure and select the services of a licensed general contractor and enter into construction contract with the general contractor on the Housing Authority's behalf. The Commission, in consideration for the Housing Authority's participation, will pay 100 percent of the cost for the sound insulation improvements.

The Housing Authority owns the Century-Wilton Apartments, comprised of five buildings for a total of 40 multi-family units. The development was built in 1948 and was constructed without sound-rated modifications. The current windows and doors do not meet the required Sound Transmission Class rating and are unable to effectively reduce the exterior noise generated by the airplanes. Therefore, the Housing Authority wishes to participate in the Commission's Residential Sound Insulation Program for improvements to the development as follows: replacement of all windows and doors, installation of attic insulation, installation of new heating ventilation and air conditioning systems and related electrical panel upgrades, roof replacement and miscellaneous code compliance work.

Upon approval and execution of the OPA, the Commission will enter into a contract with a licensed contractor for the above sound insulation improvements. Approval for the contract is presented by the Commission as a separate item on today's agenda.

The OPA is presented in substantially final form and will be effective following approval as to form by County Counsel and execution by all parties.

On July 26, 2006, the Housing Commission recommended approval of the proposed actions.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (a)(3)(ii), this project is excluded from the National Environmental Policy Act (NEPA), because it

involves activities that will not alter existing environmental conditions. It is exempt from the provisions of CEQA, pursuant to State CEQA Guidelines 15301, because it involves negligible or no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECT:

Execution of the OPA and participation in the Commission's Residential Sound Insulation Program will provide the Housing Authority-owned property with sound rated noise mitigation improvements that will reduce the exterior noise impact to the residents.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 1
CJ:TKSR:LM:rg

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Los Angeles
Community Development Commission
2 Coral Circle
Monterey Park, CA 91755
Attn: Raymond Gomez

APN: 6058001900 & 6058001901

Space above this line for recorder's use

FREE RECORDING In accordance with Sec. 6103 California Gov't. Code

OWNER PARTICIPATION AGREEMENT FOR THE RESIDENTIAL SOUND INSULATION PROGRAM

This OWNER PARTICIPATION AGREEMENT, hereinafter referred to as "AGREEMENT" is made and entered into this_____ day of _____, 20___ by and between the Community Development Commission of the County of Los Angeles, a public body corporate and politic, hereinafter referred to as the "COMMISSION" and Housing Authority of the County of Los Angeles, hereinafter referred to as "PROPERTY OWNER".

WITNESSETH, that the COMMISSION and PROPERTY OWNER, for the consideration stated herein, mutually agree as follows:

A. WHEREAS, the COMMISSION has received Noise Mitigation Grants from the Los Angeles World Airports (LAWA) and the Federal Aviation Administration (FAA) to provide for the implementation of a Residential Sound Insulation Program (RSIP) based on the recommended strategies of the Federal Aviation Regulation (FAR) Part 150 Noise Compatibility Study, and

B. WHEREAS, the COMMISSION provides Community Development Block Grant (CDBG) funds to supplement the RSIP on an as needed basis; and

C. WHEREAS, the PROPERTY OWNER desires, by participating in the RSIP, to reduce aircraft-generated noise levels within the residences located at 10025 Wilton Place and 2030-2050 W. Century Blvd., Los Angeles CA 90047 and legally described in Exhibit "A", attached to this AGREEMENT and incorporated herein by reference ("OWNER'S PROPERTY").

NOW, THEREFORE, in consideration of the promises made herein, the COMMISSION and the PROPERTY OWNER agree as follows:

1. **Site Access.** The PROPERTY OWNER agrees to allow the COMMISSION staff, its consultants, project managers, agents, or other designees access to the residential structure(s) located on the OWNER'S PROPERTY for the purpose of inspecting, measuring, and otherwise undertaking any actions necessary for gathering information in developing plans and specifications for the installation

of noise reducing materials and appurtenances. The PROPERTY OWNER also agrees to allow contractors who are considering submitting bids to enter the OWNER'S PROPERTY in order to review the Work and prepare a construction bid. The PROPERTY OWNER further agrees to permit the COMMISSION staff, its consultants, project managers, agents, or other designees and contractors and subcontractors access to the residential structures located on the OWNER'S PROPERTY for the propose of installation of noise reducing materials and appurtenances, quality control inspections and noise audits. The COMMISSION staff, its consultants, project managers, agents, designees, contractors and subcontractors will make every attempt to keep the PROPERTY OWNER informed about the overall project schedule so that disruption in PROPERTY OWNER's routines will be kept to a minimum. The COMMISSION agrees to contact the PROPERTY OWNER in advance to set up appointments necessary to complete the Work. The PROPERTY OWNER agrees to make reasonable efforts to be present when the consultants, project managers or contractors visit the property. PROPERTY OWNER will be notified by the COMMISSION in advance of the date of commencement of the Work at the Property. During the construction period, the PROPERTY OWNER agrees to be responsible for safeguarding all valuables and household effects such as jewelry and other personal belongings. PROPERTY OWNER further agrees to provide access throughout the period of construction and for reasonable periods thereafter to inspect the condition of the Work. In addition to the above, PROPERTY OWNER agrees to allow the COMMISSION staff, its consultants, contractors, project managers, agents, or other designees and subcontractors access to the residential structure(s) located on the OWNER'S PROPERTY between the hours of 7:00 a.m. and 5:00 p.m. on Monday through Friday or at any time upon twenty four (24) hours notice being given by COMMISSION or COMMISSION's contractors to PROPERTY OWNER.

2. **Plans and Specifications.** The COMMISSION will prepare plans and specifications for installing noise-reducing materials and equipment in the residences which, when finalized and approved by the PROPERTY OWNER, shall constitute the Scope of Work and be part of the Construction Contract between the COMMISSION and selected Contractor. PROPERTY OWNER authorizes the COMMISSION to procure and select the services of a licensed General Contractor and to enter into Construction Contract on the PROPERTY OWNER's behalf, in order to sound insulate the residential structure located at the OWNER'S PROPERTY. The COMMISSION will execute a Construction Contract with a contractor selected by the COMMISSION to perform the soundproofing work as described in the approved plans and specifications.

3. **Cost.** The COMMISSION, in consideration for the PROPERTY OWNER's participation, agrees to pay one hundred percent (100%) of the cost for the installation of soundproofing work as described in the plans and specifications as approved by the COMMISSION and PROPERTY OWNER.

4. **Term.** This AGREEMENT shall commence on the date indicated above and shall remain in full force and effect for a period of 90 days after completion of the Construction Contract or upon COMMISSION's acceptance of the contractor's work, unless sooner terminated by the PROPERTY OWNER or the COMMISSION.

5. **Existing Easements.** Should an existing, valid avigation easement on the OWNER'S PROPERTY be found to exist, the OWNER'S PROPERTY may not be eligible for soundproofing under this program in which case this AGREEMENT shall automatically terminate and be null and void.

6. **Withdrawal.** PROPERTY OWNER may withdraw from the RSIP at any time prior to the execution of the Construction Contract between the COMMISSION and the Contractor. PROPERTY OWNER may not withdraw from the RSIP after the Construction Contract has been executed. PROPERTY OWNER agrees that if he/she chooses to withdraw from the RSIP after the execution of Construction Contract or placement of orders by Contractor for materials and products, then, as a condition to such withdrawal, PROPERTY OWNER will reimburse COMMISSION and/or Contractor for direct project expenditures including Contractor's labor and materials. In such event, the COMMISSION shall no longer be obligated to fulfill its duties under this AGREEMENT and PROPERTY OWNER shall be liable to COMMISSION and/or Contractor for direct project expenditures. The COMMISSION at its discretion may place a lien upon the OWNER'S PROPERTY to recover any expenses or damages incurred from PROPERTY OWNER's withdrawal.

7. **Termination for Improper Consideration.** The COMMISSION may, by written notice to the PROPERTY OWNER, immediately terminate the right of the PROPERTY OWNER to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by the PROPERTY OWNER, either directly or through an intermediary, to any COMMISSION officer, employee or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment or extension of this AGREEMENT or the making of any determinations with respect to the PROPERTY OWNER's performance pursuant to this AGREEMENT. In the event of such termination, the COMMISSION shall be entitled to pursue the same remedies against the PROPERTY OWNER as it could pursue in the event of default by the PROPERTY OWNER.

   The PROPERTY OWNER shall immediately report any attempt by a COMMISSION officer or employee to solicit such improper consideration. The report shall be made either to the COMMISSION's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8. **Termination For Cause.** The COMMISSION may terminate this AGREEMENT immediately in whole or in part by providing to the PROPERTY OWNER a written Notice of Default with no penalties incurred by the COMMISSION if (1) the PROPERTY OWNER fails to perform any duties within the time specified in this AGREEMENT or any extensions approved by the COMMISSION; (2) the PROPERTY OWNER fails to perform any other covenant or condition of this AGREEMENT, or (3) the PROPERTY OWNER fails to make progress so as to endanger its performance under this AGREEMENT.

   In its sole discretion, COMMISSION may include in the Notice of Default a period of time for the PROPERTY OWNER to cure the Default(s).

   Without limitation of any additional rights or remedies to which it may be entitled, if the COMMISSION terminates all or part of the services because of the PROPERTY OWNER's Default, the COMMISSION, may require the PROPERTY OWNER to return to the COMMISSION all funds paid on behalf of the PROPERTY OWNER pursuant to this AGREEMENT within thirty (30) days from the date of written notice from the COMMISSION to the PROPERTY OWNER.

9. **Proposed Work.** The Scope of Work (Work) will be performed by the General Contractor and its subcontractor(s) (sometimes referred to herein as the "Contractor") under contract to the COMMISSION based on a public bidding process to the extent required by law. All sound insulation materials shall become the property of the PROPERTY OWNER upon completion of the Work and final inspection by the PROPERTY OWNER and COMMISSION. The Work shall commence within a reasonable period of time after PROPERTY OWNER has agreed to accept the Work as described in the design specifications provided to PROPERTY OWNER by the COMMISSION. Once commenced, the Work will proceed with due diligence, however, it is understood that delays may be occasioned by Acts of God, strikes, and other unforeseeable events, including shortage of materials, supplies, or labor.

10. **Payments to Contractor.** Based upon applications for payment submitted by the Contractor to the COMMISSION, the COMMISSION shall make progress payments on account of the Contract Sum to the Contractor, as provided in the COMMISSION's Standard instruction to Bidders of the Construction Contract incorporated by reference herein. The PROPERTY OWNER authorizes the COMMISSION to make progress payments based on its reasonable discretion following progress payment

inspections. The COMMISSION, its consultants, project managers, agents or other designees shall have sole authority to determine reasonable payment. The COMMISSION will maintain a holding account for the grant amount plus any PROPERTY OWNER contribution to cover the Construction Contract price. Payments to the Contractor will be drawn down from this account.

11. **Changes to the Work.** In the event that deletions or additions to the scope of Work are required, a written change order must be first approved by the COMMISSION. PROPERTY OWNER's monetary contributions to changes must be submitted to COMMISSION at time of approval, if applicable. The COMMISSION reserves the right to require PROPERTY OWNER to repair or remedy any condition in the residence, above and beyond that which is covered by the maximum grant amount that might affect the installation or effectiveness of sound insulation measures. Approved deletions or reductions in project costs will be promptly retained by the COMMISSION. PROPERTY OWNER agrees not to enter into any agreements with the Contractor or subcontractor (s) regarding changes to the Work or for additional work without the express written consent of the COMMISSION.

    The COMMISSION will promptly credit liquidated damages assessed during construction and collected to the program funds.

12. **Completion of Project.** The COMMISSION shall be the sole authority for declaring completion of the soundproofing Work to be performed under this AGREEMENT. No other party shall have the authority.

13. **Warranty.** Following completion of the Work and final inspection by PROPERTY OWNER and the COMMISSION, the Work will remain under warranty from the Contractor to PROPERTY OWNER for a period of one (1) year, after which time the Work will be the sole responsibility of the PROPERTY OWNER. PROPERTY OWNER recognizes that if a defect is detected within any applicable warranty period, such defect shall immediately be communicated in writing to the Contractor and to the COMMISSION as soon as practicable. Only the Contractor shall be responsible to correct defective Work. All manufacturer's warranties and guarantees will be provided to the PROPERTY OWNER, and if any materials have a warranty extending beyond one year, then PROPERTY OWNER shall be entitled to such warranty as is applicable. PROPERTY OWNER shall assume full responsibility for the general maintenance of doors, windows and all other items, and their replacement beyond expiration of manufacturer's warranty. Neither the COMMISSION, Federal Aviation Administration nor Los Angeles World Airports shall bear any responsibility for the maintenance and operation of said items.

14. **Indemnity Provisions.** The PROPERTY OWNER hereto agree to indemnify, defend, and hold harmless the COMMISSION, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), their elected and appointed officers, employees, and agents from any and all claims, liabilities, damages and losses arising from Work performed by Contractor, including work performed by any and all subcontractors, material-men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the Work under this AGREEMENT and arising from the condition of the OWNER'S PROPERTY existing on the date of commencement of Work under this AGREEMENT, and from any claims, liabilities, damages, and losses for workers' compensation arising from the performance of the Work under this AGREEMENT by the Contractor or any subcontractor. It is understood that the employees of the Contractor are not agents or employees of the COMMISSION, Housing Authority or the County. PROPERTY OWNER further releases and holds harmless the COMMISSION from all liability for any actions taken in connection with hazardous materials or substances or from any occurrence relating to relocation during abatement of hazardous materials or substances presently on the Property or discovered on the Property during the course of the Work.

15. **Maintenance of Sound Insulation Components; Indemnity Provision; Recording.** PROPERTY OWNER shall not intentionally remove or destroy any of the sound insulation materials and equipment installed as part of the Work. Unauthorized modifications of the Work, or removal or destruction of the sound insulation material or other act to reduce its effectiveness by PROPERTY OWNER during useful life of the Work may result in a degradation in the noise resistance of the subject Property and will constitute a default under the terms and conditions of this AGREEMENT. The PROPERTY OWNER's right to sue the County of Los Angeles, Federal Aviation Administration or Los Angeles World Airports, for adverse noise impacts, will be abrogated if the PROPERTY OWNER deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures, but shall remain in effect throughout the useful life of the noise compatibility measures, but shall not exceed twenty (20) years from the date of completion of the Construction Contract.

The PROPERTY OWNER hereto agrees to indemnify, defend, and hold harmless the COMMISSION, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), their elected and appointed officers, employees, and agents from any and all claims, liabilities, damages and losses arising from any unauthorized modifications to the Work or destruction of the sound insulation material or other act to reduce its effectiveness by PROPERTY OWNER, its tenants, and/or any agents of PROPERTY OWNER.

The parties to this AGREEMENT agree that this AGREEMENT shall be executed and properly recorded at the Los Angeles County Registrar-Recorder's Office upon execution of this

AGREEMENT. PROPERTY OWNER acknowledges and agrees that this AGREEMENT shall be binding on all subsequent property owners. PROPERTY OWNER agrees that in the event that this property is ever sold, the PROPERTY OWNER shall disclose to such buyer the terms and conditions of this AGREEMENT and provide the buyer with a copy of this AGREEMENT.

16. **PROPERTY OWNER'S Responsibility for Safeguarding Valuable.** During the construction period, the PROPERTY OWNER and its tenants agree to be responsible for safeguarding all valuables and merchandise of PROPERTY OWNER and its tenants.

17. **Access and Retention of Records.** If Federal funds for the noise compatibility measures are transferred by the COMMISSION to the PROPERTY OWNER, the PROPERTY OWNER hereby agrees to maintain or make available for a period of five years, to the COMMISSION, Federal grantor agency, the Comptroller General of the United States, or any other duly authorized representative and upon reasonable request, records disclosing the amount of Federal funds received by the PROPERTY OWNER and disposition of such funds.

18. **Covenants and Conditions.** The PROPERTY OWNER understands that the Work is being funded with federal funds and agrees to perform all of the following conditions:
    a.) PROPERTY OWNER agrees not to discriminate against or deny occupancy to any tenant or prospective tenant by reason of their receipt of or eligibility for a local housing assistance program or by reason that the tenant has a minor child or children who will be residing with them, unless the project is one reserved for elderly tenants;
    b.) PROPERTY OWNER agrees not to discriminate against or deny occupancy to any tenant or prospective tenant in violation of any federal, state or local fair housing law or other applicable civil rights statutes;
    c.) PROPERTY OWNER further agrees not to increase the current rent/average utility costs for a period of one year after rehabilitation has commenced by more than Consumer Price Index (generally 3% to 5%) or as allowed under Housing and Urban Development guidelines.
    d.) PROPERTY OWNER agrees to provide current copies of Monthly Rental or Lease Agreements to the COMMISSION.

19. **Notices.** Notices provided for in this AGREEMENT shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

COMMISSION: Community Development Commission
2 Coral Circle

Monterey Park, CA 91755
Attn.: Larry Matthews, Manager
Housing Development and Preservation

PROPERTY OWNER: Housing Authority of the County of Los Angeles

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of receipt thereof. The COMMISSION and the PROPERTY OWNER may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notices.

20. **Special Power of Attorney.** If more than one person holds a share of the title to the OWNER'S PROPERTY, a special Power of Attorney may be signed by one or more title holders which shall designate one person to act on behalf of those title holders signing the Special Power of Attorney during all phases of the program.

21. **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 AGREEMENT 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 or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

22. **Interpretation.** No provision of this AGREEMENT is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this AGREEMENT is to be construed as if drafted by both parties hereto.

23. **Waiver.** No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

24. **Entire Agreement.** This AGREEMENT, with the attached Exhibits, constitutes the entire understanding and Agreement of the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of all

parties. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.

25. **Counterparts.** This AGREEMENT maybe executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute and be one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the PROPERTY OWNER and the COMMISSION have executed this AGREEMENT through their duly authorized officers this _____ day of _____, 20___.

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By:_____
Deputy

HOUSING AUTHORITY OF THE COUNTY
OF LOS ANGELES

By:_____
Signature

_____
Print Name

COMMUNITY DEVELOPMENT COMMISSION OF
THE COUNTY OF LOS ANGELES

By:_____
CARLOS JACKSON, EXECUTIVE DIRECTOR