



Sean Rogan
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

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Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

June 19, 2012

The 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:

ADOPTED

BOARD OF COMMISSIONERS
HOUSING AUTHORITY

1-H June 19, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE A PARTIAL SETTLEMENT AGREEMENT WITH HUD FOR USE OF UJIMA VILLAGE
REPLACEMENT RESERVES AND AWARD A CONTRACT TO NATIONAL DEMOLITION
CONTRACTORS FOR DEMOLITION OF UJIMA VILLAGE
(DISTRICT 2) (3 VOTE)**

SUBJECT

This letter recommends approval of a Partial Settlement Agreement with the U.S. Department of Housing and Urban Development (HUD) to allow the Housing Authority to utilize Replacement Reserves to fund demolition costs for the Ujima Village housing development, located at 941 E. 126th Street in unincorporated Willowbrook. This letter also recommends approval for unspent Second Supervisorial District Community Development Block Grant (CDBG) funds and unspent Second Supervisorial District discretionary funds, previously allocated for Ujima Village resident relocation assistance, to be reprogrammed to use for Ujima Village demolition and other project-related costs. Finally, this letter recommends award of a Demolition Contract to National Demolition Contractors, the lowest responsive and responsible bidder, for abatement of lead and asbestos and demolition of Ujima Village to ground level (Ujima Village Demolition Project).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the attached Environmental Assessment/Mitigated Negative Declaration for the Ujima Village Demolition Project together with any comments received during the public review process, and find that the Environmental Assessment/Mitigated Negative Declaration reflects the independent judgment and analysis of the Board.
2. Adopt the mitigation monitoring and reporting program, finding that the mitigation monitoring 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 Environmental Assessment/Mitigated Negative Declaration prepared pursuant to the requirements of the California Environmental Quality Act for the demolition of the Ujima Village Apartments at 941 E. 126th Street in unincorporated Los Angeles County.
4. Approve and authorize the Executive Director or his designee to execute a Partial Settlement Agreement with HUD, to allow the Housing Authority to utilize approximately \$1,660,818 in Replacement Reserves to fund demolition costs for Ujima Village.
5. Approve the use of \$1,113,953 in unspent Second Supervisorial District Community Development Block Grant (CDBG) funds, previously allocated for Ujima Village resident relocation assistance, to be used to fund Ujima Village demolition and other project-related costs.
6. Approve the use of up to \$270,000 in unspent Second Supervisorial District discretionary funds, previously allocated for Ujima Village resident relocation assistance, to be used to fund Ujima Village demolition and other project-related costs.
7. Award and authorize the Executive Director or his designee to execute, and amend as necessary, a Demolition Contract, and all related documents with National Demolition Contractors, the lowest responsive and responsible bidder, in the amount of \$1,857,507 to complete abatement of lead and asbestos and demolition of Ujima Village to ground level, using Replacement Reserves and CDBG funds included in the Housing Authority's approved Fiscal Year 2012-2013 budget.
8. Authorize the Executive Director or his designee to approve change orders not to exceed \$371,501 for unforeseen project costs, using CDBG funds included in the Housing Authority's approved Fiscal Year 2012-2013 budget.
9. Authorize the Executive Director or his designee to terminate the contractor's right to proceed or to terminate the Demolition Contract if necessary.
10. Authorize the Executive Director or his designee to make any final changes to the Partial Settlement Agreement or Demolition Contract as may be required by HUD, subject to review by County Counsel and Housing Authority Risk Management and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions, including adoption of the Environmental Assessment/Mitigated Negative Declaration, will allow the Housing Authority to proceed with the Ujima Village Demolition Project.

The Ujima Village housing development consists of 34 buildings and carports and a total of 300 residential units. Ujima Village was built in the early 1970s with financing from HUD on the site of the former Athens Tank Farm, which was operated by General Petroleum Corporation, which later became part of ExxonMobil Corporation. In 1995, the Housing Authority purchased Ujima Village from HUD for \$1.00, and HUD agreed to indemnify the Housing Authority against liability for costs arising from pre-existing environmental conditions affecting the soil and groundwater as a result of the past tank farm usage.

As is typical of many structures built before 1978, the units have both lead-based paint and asbestos-containing materials. The poor workmanship of the original construction led to the deterioration of the units over time. Although the Housing Authority invested in the rehabilitation of several units, rent revenue was insufficient to adequately address the housing conditions and abate the asbestos and lead throughout the development. Several units deteriorated to the point of being uninhabitable, but a complete rehabilitation of the site was deemed cost-prohibitive.

On November 2007, the California Regional Water Quality Control Board (Water Board) issued an order to the Housing Authority and to ExxonMobil to complete environmental investigation, assessment, monitoring and cleanup of the site. On November 12, 2008, your Board directed the Housing Authority to take steps to close Ujima Village. All Ujima Village residents were relocated as of August 2010, and the site is currently vacant. On November 16, 2009, HUD approved the demolition of Ujima Village with the requirement that any future use of the site would be exclusively for open space and recreational purposes.

The vacant housing development is blighted has the potential for increased criminal activity. The environmental investigation of Ujima Village is ongoing and will take years before the site is fully remediated and a "No Further Action Letter" is issued by the Water Board. Consequently, the Ujima Village site will only be demolished to the ground level, and the subsurface soil and groundwater currently being environmentally tested will not be disturbed.

HUD's approval of the Settlement Agreement is contingent upon the Housing Authority's execution of a Demolition Contract. Conversely, the use of Replacement Reserves to fund the Demolition Contract is contingent upon approval of the Partial Settlement Agreement. Therefore, both documents must be approved concurrently by your Board. Once approved and executed by the Executive Director, they will be submitted to HUD. The effective date of the Demolition Contract will be the date that the Partial Settlement Agreement is executed by HUD.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

This letter recommends approval of up to \$3,044,771 for Ujima Village demolition and other project-related costs, consisting of approximately \$1,660,818 in Replacement Reserves, \$1,113,953 in unspent Second Supervisorial District CDBG funds, and \$270,000 in unspent Second Supervisorial District discretionary funds. All funds are included in the Housing Authority's approved Fiscal Year 2012-2013 budget.

The Housing Authority will fund the \$1,857,507 Demolition Contract with all of the approximately \$1,660,818 in Replacement Reserves, and the remainder with Second Supervisorial District CDBG funds.

A 20% contingency, in the amount of \$371,501, is being set aside for unforeseen costs using CDBG funds. This contingency is recommended because abatement of asbestos and lead and site demolition often involves unforeseen conditions that extend further than initially identified in the scope of work.

Soft costs related to the demolition, including consultants, entitlements, permits, and other fees, will be funded using Second Supervisorial District discretionary funds and any CDBG funds not used for the Demolition Contract and contingency.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The scope of work for this Demolition Contract includes abatement of lead and asbestos, and demolition of up to 34 buildings and carports to the ground level, and all accessories and associated work. Existing site flatwork such as slabs, walkways, and driveways, and subterranean structures such as utility lines, and vapor and monitoring wells will remain in place due to ongoing environmental testing.

The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, National Demolition Contractors will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Demolition Contract has been approved as to form by County Counsel and executed by National Demolition Contractors. On May 23, 2012, the Housing Commission recommended approval of the Contract award.

ENVIRONMENTAL DOCUMENTATION

To address requirements of the National Environmental Policy Act of 1969, an Environmental Assessment was prepared for this project. This document describes the proposed project, evaluates the potential environmental effects, and describes the mitigation measures necessary to avoid potentially significant environmental effects from the project.

Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was approved by the Certifying Official of the Community Development Commission on August 15, 2011. Following the required public and agency comment periods, HUD issued a Release of Funds for this project on August 31, 2011.

Consistent with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Article 14, Section 15221, notice was provided to the public that the Environmental Assessment would be used in place of an Initial Study to satisfy CEQA requirements. The Environmental Assessment/Mitigated Negative Declaration (EA/MND) was circulated for public review as required by state and local law, and the EA/MND, in conjunction with the Mitigation Monitoring Plan, meets the requirements of CEQA.

Prior to the release of the EA/MND, revisions in the project were made or agreed to in the area of hazards which would avoid the significant effects or mitigate the effects to a point where clearly no significant effects would occur. The EA/MND concludes that there is no substantial evidence, in light of the whole record before the Commission, that the project as revised may have a significant effect on the environment.

Public Notice was originally published in the Los Angeles Daily News on May 28, 2011, pursuant to Public Resources Code Section 21092.3. After revisions were made to the EA/MND to more accurately reflect the project description, Public Notice was again published in the Los Angeles Daily News on July 29, 2011. Comments were received from the County of Los Angeles Department of Parks and Recreation, the County of Los Angeles Fire Department, the County of Los Angeles

Sheriff's Department, the Native American Heritage Commission, the State of California Department of Transportation, and the California Regional Water Quality Control Board, Los Angeles Region.

The documents and other materials related to the matter are located at the Los Angeles County Community Development Commission at 2 Coral Circle, in Monterey Park. The custodian of these documents and materials is Donald Dean, Environmental Officer for the Community Development Commission.

This project has received a No Effect Determination from the California Department of Fish and Game exempting the project from paying the fee pursuant to Section 711.4 of the Fish and Game Code. Upon your Board's adoption of the EA/MND, the Commission will file a Notice of Determination in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing fee with the County Clerk.

CONTRACTING PROCESS

On October 31, 2011, the Housing Authority initiated an outreach to identify a contractor to abate and demolish existing structures at the subject property. Invitations for Bids were electronically sent to all 310 Class A and Class B licensed contractors identified from the Community Development Commission's vendor list. Advertisements also appeared in the Los Angeles Times newspaper and on the County WebVen and CDC websites.

On December 14, 2011, thirteen bids were received and formally opened. The lowest bidder, National Demolition Contractors, was determined to be the lowest responsive and responsible. During the bid review and protest period, the third and fourth lowest bidders submitted protests, which were denied by the Housing Authority. The fourth lowest bidder, Urban Metro Environmental, Inc., requested and was granted an appeal hearing. The appeal was heard on the merits, and the hearing officer determined that there were no grounds to overturn the decision of the Housing Authority in favor of the lowest responsive and responsible bidder.

The Summary of the Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the Demolition Contract will allow for the abatement and demolition of the existing vacant structures at the Ujima Village site and will remove blight and address safety concerns.

The Honorable Board of Supervisors

6/19/2012

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line extending to the right.

SEAN ROGAN

Executive Director

SR:mo

Enclosures

ATTACHMENT A

Summary of Outreach Activities Ujima Village Demolition Project

On October 31, 2011 , the following outreach was initiated to identify a contractor for the abatement and demolition at the Ujima housing development located at 941 E. 126th Street, Los Angeles, CA 90059.

A. Newspaper Advertising

Announcements appeared in the following local newspaper:

Los Angeles Times

An announcement was also posted on the County WebVen and CDC websites

B. Distribution of Bid Packages

The Housing Authority's vendor list was used to email Invitations for Bids to 310 Class A and Class B licensed contractors. As a result of the outreach, ninety-three bid packages were downloaded from the County WebVen and CDC websites.

C. Pre-Bid Conference and Site Walk

On November 10, 2011, a mandatory pre-bid conference and site walk was conducted. Forty contractors were in attendance. To provide a more detailed review of the scope of work, a second non-mandatory site walk was conducted on December 1, 2011. Eleven contractors were in attendance.

D. Bid Results

On December 14, 2011, a total of thirteen bids were received and publicly opened. The bid result was as follows:

Engineers' Estimate \$ 2,000,000 - \$4,000,000

<u>Company</u>	<u>Bid Amount</u>
National Demolition Contractors	\$1,857,507
Interior Demolition Inc.	\$2,532,940
American Wrecking, Inc.	\$2,585,000
Urban Metro Environmental, Inc.	\$2,677,302
Miller Environmental, Inc.	\$2,912,800
Castlerock Environmental, Inc.	\$2,966,850
Unlimited Environmental, Inc.	\$3,349,750
MTM Construction Inc.	\$3,588,000

NCM Demolition & Remediation	\$3,735,500
Crew Inc.	\$3,892,000
J & G Industries Inc.	\$4,310,000
Evans Brothers Inc.	\$4,537,000
DOJA Inc.	\$5,014,801

E. Minority/Female Participation – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
National Demolition Contractors	Non-Minority	Total: 12 10 Minorities 2 Women 83% Minorities 17% Women

F. Minority/Female Participation – Contractors Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Interior Demolition, Inc.	Minority	Total: 15 15 Minorities 1 Woman 100% Minorities 6% Women
American Wrecking, Inc	Non-Minority	Total: 65 63 Minorities 4 Women 97% Minorities 6% Women
Urban Metro Environmental	Minority	Total: 6 5 Minorities 2 Women 83% Minorities 33% Women

Miller Environmental, Inc.	Non-Minority	Total: 149 139 Minorities 8 Women 93% Minorities 5% Women
Castlerock Environmental	Non-Minority	Total: 48 42 Minorities 5 Women 88% Minorities 10% Women
Unlimited Environmental	Non-Minority	Total: 46 42 Minorities 5 Women 91% Minorities 11% Women
MTM Construction, Inc.	Minority	Total: 37 35 Minorities 6 Women 95% Minorities 16% Women
NCM Demolition & Remediation, LP	Non-Minority	Total: 189 163 Minorities 23 Women 86% Minorities 12% Women
Crew, Inc.	Non-Minority	Total: 55 28 Minorities 3 Women 51% Minorities 5% Women
J & G Industries, Inc.	Non-Minority	Total: 10 7 Minorities 1 Woman 70% Minorities 10% Women

Evans Brothers, Inc.	Non-Minority	Total: 81
		44 Minorities
		3 Women
		54% Minorities
		3% Women

DOJA, Inc.	Non-Minority	Total: 31
		23 Minorities
		1 Women
		74% Minorities
		3% Women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of the contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name: Ujima Village Demolition Project
Location: 941 E. 126th Street, Los Angeles, CA 90059
Bid Number: CDC11-342
Bid Date: December 14, 2011
Contractor: National Demolition Contractors
Services: Abatement and demolition of up to 34 buildings and carports including all accessories and associated work.

Contract Documents: Part A – Instructions to Bidders and General Conditions; Part B – Specifications; Part C – Bidder’s Documents, Representations, Certifications, Bid, Other Statements of Bidder; Drawings and all Addenda to the Contract Documents.

Time of Commencement and Completion: The work to be performed under this Contract shall commence within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within **Two Hundred and Ten (210)** calendar days following the required commencement date.

Liquidated Damages: In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Housing Authority the sum of **Five Hundred Dollars (\$500)** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

Contract Sum: The Housing Authority shall pay the Contractor for the performance of the Demolition Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **One Million Eight Hundred Fifty Seven Thousand Five Hundred and Seven Dollars (\$1,857,507)**. The Contract Sum is not subject to escalation, includes all labor and material increases anticipated throughout the duration of this Demolition Contract.

Contract Contingency: **Three Hundred Seventy One Thousand Five Hundred and One Dollars (\$371,501)**

**HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

FOR

UJIMA VILLAGE DEMOLITION PROJECT

941 E. 126TH STREET, LOS ANGELES, CA 90059

BID NUMBER: CDC11-342

Bid Date: December 14, 2011

**HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT (or "Contract") is made this ___ day of July , 2012 by and between the **Housing Authority** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the "**Housing Authority**" or the "**Owner**", and **National Demolition Contractors** , hereinafter referred to as the "**Contractor**".

WITNESSETH, that the Owner and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The Housing Authority is the Owner of that certain real property, commonly known as the Ujima Village, located at 941 E. 126th street, Los Angeles, CA 90059, hereinafter referred to as the "Property".
- B. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Properties.
- C. Owner desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

ARTICLE 1
THE CONSTRUCTION CONTRACT

1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

- PART A Instructions to Bidders and General Conditions
 - PART B Specifications
 - PART C Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder
- DRAWING
ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.

ARTICLE 2
STATEMENT OF WORK

- 2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Housing Authority's Executive Director, all Work described in the Contract Documents referenced in Article 1.
- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. CDC11-342 for the Housing Authority.

All such Work shall be in strict accordance with the Specifications and Drawings, identified as Part B, all as prepared by the Housing Authority.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but Owner does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise him/herself of the condition of the Properties. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within **Two Hundred Ten (210)** calendar days following the required commencement date.
- 3.2 The Contractor and the Owner agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Owner the sum of **Five Hundred Dollars (\$500.00)** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Owner may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 4
CONTRACT SUM

- 4.1 The Owner shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **One Million Eight Hundred Fifty Seven Thousand Five Hundred and Seven Dollars (\$1,857,507)**. The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the Prevailing Wage Determination published by the U.S. Department of Labor that is applicable to this contract.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.2 The Contract Sum is not subject to escalation, the Contractor having satisfied him/herself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.
- 4.3 The Owner's obligation is payable only and solely from funds disbursed from the Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are disbursed every fiscal year beginning July 1.
- 4.4 In the event this Contract extends into the succeeding fiscal year and funds have not been disbursed, this Contract will automatically terminate as of June 30 of the current fiscal year. The Owner will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Owner, and after approval by the Construction Management Division, the Owner shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of the Construction Contract.

- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Owner on or before the first working day of the month. Payment shall be subject to all provisions of Section 01003, paragraphs 3.03.A. and B. of the Instructions to Bidders incorporated by reference into the Contract.
- 5.3 The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Housing Authority before the start of construction. The Contractor shall submit to the Housing Authority all of its payrolls for each pay period within seven (7) days after the pay period has ended. The Contractor shall also collect, review and submit to the Housing Authority all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Housing Authority to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the Contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Housing Authority terminating the Contract for default.

ARTICLE 6
PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the Owner shall receive a certificate from the Contractor that such portion of the project is ready for occupancy, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The Owner shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Owner pursuant to Section 01003 paragraph 3.03.E. of the Instruction to Bidders, less any amounts which Owner is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor underpayments, and less the ten percent (10%) retention withheld, pursuant to Section 01003 paragraph 3.03.F. of the Instruction to Bidders.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Owner has received the following:
- A. A Certificate of Completion, executed by Owner.

- B. All guarantees and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
 - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.
 - D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Owner may remove such items, and the Contractor shall pay the Owner for all costs incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Owner shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten percent (10%) retention, less any amounts which the Owner is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7
BREACH AND TERMINATION

- 7.1 Waiver by the Owner of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper materials.
- 7.2 In addition to any right of termination reserved to the Owner by Section 01003 paragraph 3.10.A. of the Instruction to Bidders of the Construction Contract, the Owner may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.
- 7.3 The Owner shall give the Contractor and his/her surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 01003 paragraph 3.10.A. of the Instruction to Bidders, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of

improvements, or other permanent construction work encompassing part of the project. Upon termination, the Owner may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.

7.4 The Owner shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.

7.5 Termination for Cause: This Contract may be terminated by the Housing Authority upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:

A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying 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 Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notices, the Housing Authority shall have the power to suspend the performance of this Contract by Contractor in whole or in part.

B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this Contract.

C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) 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 Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 7.6 Termination for Improper Consideration: The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Housing Authority 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 Contractor's performance pursuant to the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Housing Authority officer or employee to solicit such improper consideration. The Report shall be made to the Housing Authority's Executive Director or designee.

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

- 7.7 Termination for Convenience: The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor 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.
- 7.8 The Housing Authority's Quality Assurance Plan: The Housing Authority will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Housing Authority 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 Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the Housing Authority may terminate this Contract or pursue other penalties as specified in this Contract.
- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Housing Authority's right to recover

such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8
MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance or order, he/she shall promptly give notice in writing to the Owner of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.
- 8.3 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

ARTICLE 9
CONTRACTOR APPROVAL

- 9.1 Contractor's Adherence to the Child Support Compliance Program
Contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor.
- 9.2 Contractor's Warranty of Adherence to Housing Authority's Child Support Compliance Program

Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Housing Authority's Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor 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 Child Support Services Department (CSSD) 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).

9.3 Termination For Breach of Warranty to Comply with Housing Authority's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.2, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Housing Authority may terminate this Contract pursuant to Paragraphs under 7.5- "Termination for Cause" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

9.4 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that the Housing Authority places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Housing Authority's policy to encourage the Housing Authority contractors to voluntarily post the Housing Authority's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

ARTICLE 10
ADDITIONAL PROVISIONS

10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

10.2 This Construction Contract contains the entire agreement between 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 such party. 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.

- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Without limiting Contractor's duties to indemnify and defend as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract or otherwise set forth herein, the insurance policies described herein. Such insurance 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 Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide the Housing Authority with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, its 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. Each policy shall be endorsed to stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: Ujima Village Demolition, 941 E. 126th street, Los Angeles, CA 90059.

The insurance policies set forth herein shall be primary insurance and non contributory with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract 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 Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Housing Authority as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In addition, the Contractor must also state on the endorsement that coverage includes Completed Operations and is on a primary and non-contributory basis. In the alternative and in Housing Authority's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85. The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$4,000,000
Products/ Completed Operations Aggregate	\$4,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

This policy shall also include coverage for explosion, collapse, and underground ("XCU") property damage liability. The Housing Authority, the Community Development Commission of the County of Los Angeles, the County of Los Angeles, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as "Public Agencies and their Agents") shall be named as additional insureds for contractor's work on such policy.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of Public Agencies and their Agents. In all cases, the above insurance 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

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." The Public Agencies and their Agents shall be covered as additional insureds on such policy.

D. POLLUTION LIABILITY INSURANCE including coverage for bodily injury, property damages, and environmental damage with limits of not less than the following:

General Aggregate	\$ 4,000,000
Completed Operations	\$ 4,000,000
Each Occurrence	\$ 2,000,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials. 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 Contract or the beginning of the Work;

(ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the Work, 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 Contract, then the contractor must purchase an extended period coverage for a minimum of five (5) years after completion of Work;

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

(v) If the Work involves lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

Contractor agrees that it will require that all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the services, Work, Property or project that is the subject of this Contract.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(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).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground 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 funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Housing Authority's contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of

such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Davis-Bacon and State Prevailing Wage Requirements

This construction project is funded with Federal and/or State funds. Federal Labor Standards Provisions (HUD 4010), including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. State Labor Law requirements and California Labor Code Section 1770 et seq. will also be enforced. Whenever a discrepancy between Federal Regulations and State Law is found to exist, the more stringent of the two shall prevail. Federal Wage Decision CA100033 Modification 34 Dated 11/18/2011 and the State Prevailing Wage rate in effect at the time of bid is available on-line at [<http://www.dir.ca.gov>] will be applicable to this project and **the higher of the two rates shall be paid to all employees working at the site(s)**. See Section 01003, paragraphs 2.09, 3.13, 3.21 and 3.22 in Part A, "Instruction to Bidders and General Conditions for Construction Contract," of this Contract.

Section 3 Of The Housing And Urban Development Act Of 1968, As Amended

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 135 of the regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3

clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

10.6 Access and Retention of Records

The Contractor shall provide access to the Housing Authority, the Federal grantor agency, the Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the Housing Authority pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor 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 venturer or shareholder (other than as a shareholder holding a one percent (1%) 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 Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Housing Authority, 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 Housing Authority's interest and the interests of the third parties.

10.8 Indemnification

The Contractor shall indemnify, defend, and hold harmless the Public Agencies and their Agents 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"), arising from or connected with Contractor's acts, errors, and/or omissions arising from and/or relating to this Contract. Contractor shall not be required to indemnify, defend, and hold harmless the Public Agencies and their Agents from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of the Public Agencies, Public Agencies' agents, servants, or independent contractors who are directly responsible to the Public Agencies.

The above indemnification language, or language substantially similar thereto, in favor of the Public Agencies, shall also be incorporated in Contractor's contracts with any and all entities with which it contracts in relation to the Contract, Work, or Property or project that is the subject of this Contract. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract.

10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

10.10 Assignment

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.11 Confidentiality of Reports

The Contractor 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 Housing Authority.

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

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Housing Authority, or under Housing Authority supervision or control. This Contract is by and between the Contractor and the Housing Authority, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Housing Authority and the Contractor.

10.17 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.

10.18 Notices

The Housing Authority shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the Housing Authority has actual knowledge of such injury or damage. The Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Owner:

Housing Authority
Maria Badrakhn, Contracting Officer
2 Coral Circle
Monterey Park, CA 91755

Contractor:

National Demolition Contractors
Jennifer Perry, Partner
1536 W. 25th Street, #248
San Pedro, CA 90732

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Housing Authority and Contractor 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 notice.

10.19 Interpretation

No provision of this Contract is to 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 it were drafted by both parties hereto.

10.20 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any

person for injury arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.21 Patent Rights

The Housing Authority will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

10.22 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor 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 Attachment A, Internal Revenue Service Notice 1015.

10.23 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.24 Contractor Responsibility and Debarment

- A. 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 Housing Authority, Commission, and County to conduct business only with responsible contractors.

- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority 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 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 Housing Authority.

- C. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the Housing

Authority, Commission, or County or a nonprofit corporation created by the Housing Authority, Commission, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County, any other public entity, a nonprofit corporation created by the Housing Authority, Commission, 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 Housing Authority, Commission, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority 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.
- E. 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 Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. 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 Contract 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 Hearing Board.
- G. 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 Housing Authority 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 Housing Authority.
- H. 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.

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 subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

10.25 Compliance With Jury Service Program

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, 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 Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with an Housing Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (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 Housing Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority 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 agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify the Housing Authority if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority contracts for a period of time consistent with the seriousness of the breach.

10.26 Notice to Employees regarding The Safely Surrendered Baby Law

The Contractor 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 sheets are set forth in Attachment B of this Contract and are also available on the Internet at www.babysafela.org for printing purposes.

10.27 Contractor's Acknowledgment of Housing Authority's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority’s policy to encourage all Housing Authority contractors to voluntarily post the “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Contractor with the poster to be used.

10.28 Contractor’s Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Part C of the Contract Documents, the Authority seeks to ensure that all Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Authority and its taxpayers. A Contractor that receives 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.

10.29 Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program

The Contractor acknowledges that the County of Los Angeles (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 property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor 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 pursuant to Los Angeles County Code, Chapter 2.206.

10.30 Termination For Breach Of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 10.29, "Contractor'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 Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program, to Los Angeles County Code, Chapter 2.206.

10.31 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES, A BODY
CORPORATE AND POLITIC

CONTRACTOR

National Demolition Contractors
License Number: 765851

By: _____

SEAN ROGAN

Title: EXECUTIVE DIRECTOR

Date: _____

By: _____

JENNIFER PERRY

Title: PARTNER

Date: _____

APPROVED AS TO PROGRAM:

MARIA BADRAKHAN

Title: CONTRACTING OFFICER

Date: _____

APPROVED AS TO FORM
Office of County Counsel,
JOHN KRATTLI,
Acting County Counsel

BUSINESS ADDRESS

1536 W. 25th Street, #248

San Pedro, CA 90732

Telephone: (310) 732-1991

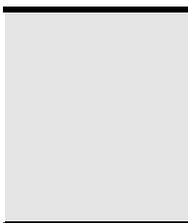
Fax: (310) 832-4989

By: _____

Deputy

CORPORATE SEAL

Required Signatures:



If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**County of Los Angeles
Community Development Commission**

**REVISED DRAFT MITIGATED NEGATIVE DECLARATION
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

PROJECT TITLE: Ujima Village Demolition Project

PROJECT DESCRIPTION: The proposed project involves the abatement of lead and asbestos containing building materials, and the demolition of 300 vacant public housing units. The project would include removing all of the structures on the project site to their foundations. The building foundations and all subsurface structures would remain in place. Future project phases, which would be subject to future approval by the Board of Supervisors and contingent upon the availability of funds, are not fully defined at this time, but may include demolition of subsurface structures, remediation of petroleum impacted soils and conversion of the site to parkland.

PROJECT LOCATION: The project site is located within the community of Willowbrook in an unincorporated portion of Los Angeles County, California. The approximately 15.75-acre site is located south of the 105 freeway, north of West Compton and east of the Athens communities. Earvin Magic Johnson Park is located adjacent to the project to the north and west at 941 East 126th Street. East 126th Street borders the project site to the south and Clovis Avenue borders the site to the east.

MITIGATION MEASURES INCLUDED IN THE PROJECT TO AVOID POTENTIALLY SIGNIFICANT IMPACTS:

The following mitigation measures shall be implemented to reduce impacts associated with asbestos- and lead-containing materials:

- 1. Asbestos Abatement.** Prior to any demolition, onsite structures that contain asbestos must have the asbestos-containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos-containing material removed from onsite structures shall be transported by persons licensed to handle asbestos-containing materials and shall be disposed at a licensed receiving facility under proper manifest. Following completion of the

asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos-containing material removed, and where the material was disposed. This report shall include transportation and disposal manifests or weight tickets.

- 2. Lead-Based Paint Removal.** Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead-based paint abatement, the lead-based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead-based paint removed, where the material was moved to, and include transportation and disposal manifests or weight tickets.

The following measure shall be implemented to address future potential impacts associated with disturbance and removal of petroleum impacted soil:

- 3. Soil Management Plan.** Prior to future project phases a Soil Management Plan shall be prepared that addresses the procedures that shall occur during demolition of subsurface structures, removal of impacted soils, if required, and site grading. The Soil Management Plan must also identify measures to protect sensitive receptors near the project site, including the day care center to the south of the project site, from potential air quality impacts. The Soil Management Plan shall be prepared with the input and approval of the Regional Water Quality Control Board.

The following measure would allow the Executive Director of the Community Development Commission of the County of Los Angeles to make changes to mitigation measures.

- 4. Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of the County of Los Angeles.

FINDING OF NO SIGNIFICANT EFFECT. Based on the attached NEPA Environmental Assessment, it has been determined that the project will not have a significant effect on the environment, provided that all suggested mitigation measures are incorporated.

UJIMA VILLAGE DEMOLITION PROJECT

ENVIRONMENTAL ASSESSMENT

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES
2 Coral Circle, Monterey Park, CA 91755-7425**

July 2011

Environmental Assessment for HUD-funded Proposals

Project Identification: Ujima Village Demolition Project

Preparer: Rincon Consultants, Inc.

Responsible Entity: Community Development Commission of the County of Los Angeles

Month/Year: July 2011

Environmental Assessment

Project Name:

Ujima Village Demolition Project

Project Location:

The project site is located within the community of Willowbrook in an unincorporated portion of Los Angeles County, California. The approximately 15.75-acre site is located south of the 105 freeway, north of West Compton and east of the Athens communities. Earvin Magic Johnson Park is located adjacent to the project to the north and west at 941 East 126th Street. East 126th Street borders the project site to the south and Clovis Avenue borders the site to the east. Figure 1 illustrates the project site in its regional setting, while Figure 2 illustrates the project site vicinity.

Statement of Purpose and Need for the Proposal:

The project would remove vacant structures that include lead and asbestos containing building materials.

Description of the Proposal:

Include all contemplated actions which logically are either geographically or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]

The proposed project involves the abatement of lead and asbestos containing building materials, and the demolition of 300 vacant public housing units. The project would include removing all of the structures on the project site to their foundations. The building foundations and all subsurface structures would remain in place. Future project phases, which would be subject to future approval by the Board of Supervisors and contingent upon the availability of funds, are not fully defined at this time, but may include demolition of subsurface structures, remediation of petroleum impacted soils and conversion of the site to parkland. Figure 3 illustrates current conditions onsite.

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings, and trends likely to continue in the absence of the project. [24 CFR 58.40(a)]

The project site currently contains 300 vacant residential units of public housing. The approximately 15.75-acre site is located south of the 105 freeway, north of West Compton and east of the Athens communities.

Estimated Total Project Cost: \$3.5 million.

Grant Recipient: Community Development Commission of the County of Los Angeles

Conditions for Approval: (List all mitigation measures adopted by the responsible entity to eliminate or minimize adverse environmental impacts. These conditions must be included in project contracts and other relevant documents as requirements). [24 CFR 58.40(d), 40 CFR

1505.2(c)]

The following mitigation measures shall be implemented to reduce impacts associated with asbestos- and lead-containing materials:

1. **Asbestos Abatement.** Prior to any demolition, onsite structures that contain asbestos must have the asbestos-containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos-containing material removed from onsite structures shall be transported by persons licensed to handle asbestos-containing materials and shall be disposed at a licensed receiving facility under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos-containing material removed, and where the material was disposed. This report shall include transportation and disposal manifests or weight tickets.
2. **Lead-Based Paint Removal.** Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead-based paint abatement, the lead-based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead-based paint removed, where the material was moved to, and include transportation and disposal manifests or weight tickets.

The following measure shall be implemented to address future potential impacts associated with disturbance and removal of petroleum impacted soil:

3. **Soil Management Plan.** Prior to future project phases a Soil Management Plan shall be prepared that addresses the procedures that shall occur during demolition of subsurface structures, removal of impacted soils, if required, and site grading. The Soil Management Plan must also identify measures to protect sensitive receptors near the project site, including the day care center to the south of the project site, from potential air quality impacts. The Soil Management Plan shall be prepared with the input and approval of the Regional Water Quality Control Board.

The following measure would allow the Executive Director of the Community Development Commission of the County of Los Angeles to make changes to mitigation measures.

4. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of the County of Los Angeles.

Statutory Checklist

[24CFR §58.5]

Record the determinations made regarding each listed statute, executive order, or regulation. Provide appropriate source documentation. [Note reviews or consultations completed as well as any applicable permits or approvals obtained or required. Note dates of contact or page references].

Provide compliance or consistency documentation. Attach additional material as appropriate. Note conditions, attenuation or mitigation measures required.

HUD Env Standards	Determination and Compliance Documentation
Historic Preservation [36 CFR 800]	According to the Section 106 Report prepared for the project by San Buenaventura Research Associates (a), the project site does not contain historically significant resources. The Archaeological Report prepared by Conejo Archaeological Consultants indicates that the proposed Ujima Village Demolition Project would not adversely affect any known archaeological resources (b).
Floodplain Management [24 CFR 55, Executive Order 11988]	The project site is located within Flood Zone X, which is an area determined to be outside the 0.2% annual chance floodplain (FEMA Panel 06037C1795F, September 2008). Figure 5 shows the FEMA map for the project site and surrounding areas. The Flood Zone X designation indicates minimal flood potential and no flood insurance requirement
Wetlands Protection [Executive Order 11990]	The project site does not contain any wetlands. (c)
Coastal Zone Management Act [Sections 307(c),(d)]	The project site is not located in a coastal zone. (c)
Sole Source Aquifers [40 CFR 149]	The project site is not located within an area supported by a sole source aquifer. No sole source aquifers exist within Los Angeles County. (d)
Endangered Species Act [50 CFR 4021]	The project site is located within a disturbed area adjacent to a residential neighborhood and park lands. The project site currently contains 300 vacant public housing units. No endangered species were identified during the site visit or are likely to occur at the project site. (c)
Wild and Scenic Rivers Act [Sections 7 (b), (c)]	No wild or scenic rivers are located in the site vicinity (c).
Air Quality [Clean Air Act, Sections 176 (c) and (d), and 40 CFR 6, 51, 93]	Temporary air quality impacts may occur during demolition. However, standard construction practices (i.e., watering, slow vehicle speeds on unpaved roads) in accordance with SCAQMD Rule 403 would reduce the amount of emissions generated during demolition. Therefore, no adverse impacts are anticipated.

HUD Env Standards	Determination and Compliance Documentation
	<p>Some additional vehicle trips would be generated during the demolition of the vacant residential structures as a result of workman accessing the site. After completion, the project would not generate any trips to or from the site. Therefore, traffic associated with the project would be lower than for residential land use. As such, the project would result in lower automobile-generated emissions than if residential use was resumed.</p> <p>Temporary air quality impacts may also occur during future project phases. As stated in mitigation measure number 3, these potential impacts must be addressed in the Soil Management Plan that will be implemented with the input and approval of the Regional Water Quality Control Board (Water Board).</p>
Farmland Protection Policy Act [7 CFR 658]	No agricultural uses are located onsite or in the site vicinity. (c)
Environmental Justice [Executive Order 12898]	The project would provide additional employment opportunities in the community during demolition. The project would remove vacant structures containing asbestos and lead-containing materials. The project would not expose low-income or minority populations to any environmental justice concerns.
Noise Abatement and Control [24 CFR 51 B]	<p>During demolition of the proposed project, noise has the potential to disturb the nearby residential uses located across Clovis Avenue. However, per the County's noise ordinance (Chapter 12.12.030), demolition activity would be restricted between the hours of 8:00pm and 6:30am on weekdays and Saturdays and would be prohibited on Sundays. Temporary construction would not result in adverse impacts.</p> <p>Subsequent to demolition activities, the ambient noise levels onsite would likely be unchanged from the current condition in light of the vacant status of the units. Were residential use to continue, the ambient noise levels on site would likely be lower due to the elimination of 300 residences and the associated residential traffic. The project site is not located within 1,000 feet of a major roadway or highway. The nearest highway is the 105 Freeway, located approximately 2,300 feet north of the site. The site is not located within 3,000 feet of a railway, 5 miles of a civil airport, or 15 miles of a military airfield. Compton Airport is located approximately two miles southeast of the project site; however, the project site is not located in the noise contour for the airport and would not be affected by airport noise (e).</p>

HUD Env Standards	Determination and Compliance Documentation
	<p>HUD's Day/Night Noise Level Calculator was used to determine the approximate noise level that would occur on the project site due to vehicle noise from Central Avenue and El Segundo Boulevard. The Noise Level Calculator estimates that noise levels on the project site are approximately 59 dBA Ldn as a result of vehicles on these roadways (f).</p>
<p>Toxic/Hazardous Radioactive Materials, Contamination, Chemicals or Gases [24 CFR 58.5(i)(2)]</p>	<p>Prior to development of the existing onsite residences, the project site was used as a petroleum tank farm by a predecessor Corporation of ExxonMobil Corporation. Through site assessment investigations undertaken under the supervision and with the approval of the Water Board, the project site has been found to contain petroleum hydrocarbons and other related chemicals in the soils and soil vapor which are generally present beneath and in the vicinity of the former crude oil reservoirs. The Water Board's administrative file for the site can be viewed by visiting www.geotracker.waterboards.ca.gov/search.asp. Site assessment reports and documents are available for public review at the AC Bilbrew Library, 150 East El Segundo Boulevard, Los Angeles, CA 90061. Figure 4 illustrates the locations of the historic features on the project site.</p> <p>The groundwater at the site occurs at an average depth of 37 feet beneath the surface of the ground and is under investigation. Although groundwater is found to be impacted with petroleum hydrocarbon and related compounds, it is not used for drinking, irrigation or any other purpose on the site. The water that is used at the site is supplied from other sources. Due to its depth, the groundwater is unlikely to come into contact with anyone at the site.</p> <p>Soil sampling was completed for both shallow (0-10 ft bgs) and deep soil (>10 ft bgs). The shallow sampling was completed by analyzing 117 soil samples from 39 borings throughout the project location.</p> <p>This phase of the project would involve demolition of onsite structures to building foundations and would not involve ground disturbing activities; therefore, humans would not come into contact with contaminants. In addition, a Human Health Risk Assessment (HHRA) approved by the Water Board and the California Department of Toxic Substance Control was completed for the project. The HHRA indicates that the onsite soil and soil vapor at shallow depths and indoor air does not adversely impact human health and does not present a significant cancer risk.</p> <p>The residential structures on the project site have been</p>

HUD Env Standards	Determination and Compliance Documentation
	<p>found to contain asbestos and lead-containing materials. (j) Demolition of these structures has the potential to cause adverse health impacts if released into the environment. Therefore, mitigation measures 1 and 2 are required to reduce impacts associated with asbestos and lead-containing materials.</p> <p>Future project phases, which would be subject to future approval by the Board of Supervisors and contingent upon the availability of funds, may include remediation of impacted soils through implementation of a Soil Management Plan that shall be approved by the Water Board. Mitigation measure number 3 is required to reduce potential impacts associated with petroleum impacted soils and soil vapors.</p>
Siting of HUD-Assisted Projects near Hazardous Operations [24 CFR 51 C]	The project would not involve explosive or flammable materials or operations. No evidence of aboveground storage tanks (ASTs) that could contain explosive or flammable materials was observed on or around the project site. (c)
Airport Clear Zones and Accident Potential Zones [24 CFR 51 D]	The project site is not located within an airport clear zone. (c)

Environmental Assessment Checklist

Evaluate the significance of the effects of the proposal on the character, features and resources of the project area. Enter relevant base data and verifiable source documentation to support the finding.

Note names, dates of contact, telephone numbers and page references. Attach additional material as appropriate. Note conditions or mitigation measures required.

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse	Requires Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
<i>Land Development</i>						
Conformance With Comprehensive Plans and Zoning	X					The project site is zoned R-3-20U, Residential. (k) The R-3 zoning is a Limited Multiple Residence Zone. The project would involve demolition of existing onsite buildings and would not involve a change in land use. No impacts would occur.
Compatibility and Urban Impact	X					The project site is located adjacent to the Earvin Magic Johnson Park and is adjacent to residential uses. Demolition of onsite structures would not create compatibility conflicts with these uses. No impacts would occur.
Slope	X					The project site is generally flat. The proposed demolition would not involve topographic modifications or create any significant erosion or sedimentation problems. No impact is anticipated.
Erosion	X					There is no evidence of substantial erosion problems onsite and no erosion would be expected as a result of proposed demolition activities. (c) Implementation of standard Best Management Practices (BMPs) as required by the State General Construction Permit would decrease the potential for any significant erosion or sedimentation problems. Standard construction BMPs relating to erosion control would apply, including the use of straw bales, and drainage swales to control runoff.
Soil Suitability	X					The project site is located within an urbanized area. The project site is not identified as

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse	Requires Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
						liquefiable area on the California Seismic Hazard Zone Map. (l) Soil suitability problems associated with demolition are not anticipated.
Hazards and Nuisances, Including Site Safety	X					<p>Prior to development of the existing onsite residences, the project site was used as a petroleum tank farm by a predecessor Corporation of ExxonMobil Corporation. Through site assessment investigations undertaken under the supervision and with the approval of the California Regional Water Quality Control Board (Water Board), the project site has been found to contain petroleum hydrocarbons and other related chemicals in the soils and soil vapor which are generally present beneath and in the vicinity of the former crude oil reservoirs. The Water Board's administrative file for the site can be viewed by visiting www.geotracker.waterboards.ca.gov/search.asp. Site assessment reports and documents are available for public review at the AC Bilbrew Library, 150 East El Segundo Boulevard, Los Angeles, CA 90061. Figure 4 illustrates the locations of the historic features on the project site.</p> <p>The groundwater at the site occurs at an average depth of 37 feet beneath the surface of the ground and is under investigation. Although groundwater is found to be impacted with petroleum hydrocarbon and related compounds, it is not used for drinking, irrigation or any other purpose on the site. The water that is used at the site is supplied from other sources. Due to its depth, the groundwater is unlikely to come into contact with anyone at the site.</p> <p>Soil sampling was completed for both shallow (0-10 ft bgs) and deep soil (>10 ft bgs). The shallow sampling was completed by analyzing</p>

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse	Requires Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
						<p>117 soil samples from 39 borings throughout the project location.</p> <p>This phase of the project would involve abatement of lead and asbestos containing building materials, and demolition of onsite structures to building foundations only, and would not involve ground disturbing activities; therefore, humans would not come into contact with contaminants. In addition, a Human Health Risk Assessment (HHRA) approved by the California Regional Water Quality Control Board and the California Department of Toxic Substance Control was completed for the project. The HHRA indicates that the onsite soil and soil vapor at shallow depths and indoor air does not adversely impact human health and does not present a significant cancer risk.</p> <p>The residential structures on the project site have been found to contain asbestos and lead-containing materials. (j) Demolition of these structures has the potential to cause adverse health impacts if released into the environment. Therefore, mitigation measures 1 and 2 are required to reduce impacts associated with asbestos and lead-containing materials.</p> <p>Future project phases, which would be subject to future approval by the Board of Supervisors and contingent upon the availability of funds, may include removal of remaining substructures and on-site flat work and remediation of impacted soils through implementation of a Soil Management Plan that shall be approved by the Water Board. Mitigation measure number 3 is required to reduce potential impacts associated with petroleum impacted soils and soil vapors.</p>

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse	Requires Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Energy Consumption	X					The proposed project would require energy during the demolition phase. However, this is a temporary phase and would not cause significant impacts. Subsequent to demolition of onsite structures, energy would not be consumed on-site; therefore, adverse impacts would not occur.
Contribution to Community Noise Levels				X		<p>This phase of the project would include demolition of onsite structures. During demolition, noise has the potential to disturb nearby residential uses located across Clovis Avenue. However, per the County's noise ordinance (Chapter 12.12.030), construction activity will be restricted between the hours of 8:00pm and 6:30am everyday and on all Sundays. Temporary construction impacts would not result in adverse impacts. Subsequent to the temporary noise during demolition activities, noise would be lower than the noise generated by continued residential use of the site.</p> <p>The project site is not located within 1,000 feet of a major roadway or highway. The nearest highway is the 105 Freeway, located approximately 2,300 feet north of the site. The site is not located within 3,000 feet of a railway, 5 miles of a civil airport, or 15 miles of a military airfield. Compton Airport is located approximately two miles southeast of the project site; however, the project site is not located in the noise contour for the airport and would not be affected by airport noise (e).</p> <p>HUD's Day/Night Noise Level Calculator was used to determine the approximate noise level that would occur on the project site due to vehicle noise from Central Avenue and El Segundo Boulevard. The Noise Level Calculator estimates ambient noise at</p>

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse	Requires Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
						approximately 59 dBA Ldn as a result of vehicles on these roadways (f).
Effects of Ambient Air Quality on Project and Contribution to Community Air Pollutant Levels	X					<p>This phase of the project involves demolition of 300 vacant residential units. Temporary air pollutant emissions would be generated during demolition activities; however, demolition activities would be required to comply with applicable South Coast Air Quality Management District (SCAQMD) rules, including Rule 403 (fugitive dust) and Rule 1403 (asbestos emissions from demolition activities).</p> <p>Temporary air quality impacts may also occur during future project phases. As stated in mitigation measure number 3, these potential impacts will be addressed in the Soil Management Plan that will be implemented with the input and approval of the Water Board.</p>
Environmental Design Visual Quality - Coherence, Diversity, Compatible Use, and Scale	X					The project site consists of 300 residential units in one and two-story residential structures. The demolition of these structures would not substantially alter the visual quality of the area. No impacts would occur.
Socioeconomic						
Demographic Character Changes	X					This project phase would involve the removal of 300 vacant dwelling units. No adverse impacts would occur.
Displacement	X					The project site does not contain any residents; therefore, no adverse impacts would occur.
Employment and Income Patterns	X					This project phase would generate temporary employment opportunities during construction. No adverse impacts to employment or income patterns are expected.
Community Facilities and Services						
Educational Facilities	X					Demolition of onsite buildings would not create the need for new or physically altered school facilities. Therefore, no impact would occur.
Commercial Facilities	X					The proposed project would not affect commercial facilities, either directly or indirectly.

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse	Requires Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Health Care	X					The proposed project would not affect access to health care.
Social Services	X					The proposed project would not affect social services.
Solid Waste	X					Construction activity would temporarily generate solid waste during the demolition of the residential uses. Per Chapter 20.87.040 (Construction and Demolition Recycling) of the Los Angeles County Code, at least 50% of the construction phase material must be recycled or reused. Operational solid waste generation would be lower than the current land use. Adverse impacts would not occur.
Waste Water	X					The proposed project would not result in the generation of wastewater. No impacts would occur.
Storm Water	X					<p>The proposed demolition of onsite buildings would not alter the amount of permeable groundcover or the amount of storm water generated onsite. Demolition of the buildings onsite would be required to comply with National Pollution Discharge Elimination System (NPDES) permit requirements related to construction to prevent erosion, siltation, and transport of urban pollutants. No impact would occur.</p> <p>Possible future phases including conversion to parkland would increase the permeability of the ground and reduce the amount of storm water generated onsite.</p>
Water Supply	X					Water may be required during demolition of the structures. During operation, the project would decrease water consumption as compared to the current use. No impacts would occur.
Public Safety Police	X					The project would not increase demand for or otherwise adversely affect police service. No adverse impacts would occur.
Fire	X					The project would reduce the demand for fire department services. No adverse impact would occur.

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse	Requires Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Emergency Medical	X					The project would not adversely affect or require additional emergency services.
Open Space And Recreation Open Space	X					The demolition project would not affect open space. Potential future conversion of the site to parkland would increase the amount of open space within the community. This would be a potentially beneficial effect.
Recreation	X					This project phase would not affect recreational space. Potential future conversion of the site to parkland would increase the amount of recreational space within the community. This would be a potentially beneficial effect
Cultural Facilities	X					No facilities within the project area are considered culturally significant. (a, b) In addition, ground disturbing activities would not occur as part of this phase of the project. No impacts would occur.
Transportation	X					Traffic trip generation would be lower subsequent to demolition of the existing residential use. When occupied, the apartment use generated an estimated 2,016 average daily trips (ADT) (300 du X 6.72 trips/du). The proposed project would not generate any daily trips. (m)
Natural Features						
Water Resources	X					No water resources are present on site. (c) The project would not adversely affect any water resources.
Surface Water	X					No natural or artificial surface water exists on the project site. (c) No impacts would occur.
Unique Natural Features and Agricultural Lands	X					No watercourse is present on site. (c) The project would not adversely affect any watercourse.
Vegetation and Wildlife	X					The proposed project would not affect any natural features. No active agricultural lands are present within the project area. (c)
Other Factors						
Growth-Inducing Impacts	X					Demolition of the existing onsite structures would not induce growth, nor would it increase

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse	Requires Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
						residential units or remove an impediment for growth. No impacts are anticipated.
Cumulative Effects	X					This phase of the project would involve demolition of 300 existing residential units. The project would not contribute to any significant cumulative effects.
Green House Gas Emissions	X					<p>This phase of the project involves demolition of the existing residential units onsite.</p> <p>The California Air Pollution Control Officers Association (CAPCOA) has developed recommended thresholds for GHG emissions. CAPCOA significance thresholds range from a zero threshold (all projects are cumulatively considerable) to a high of 40,000 – 50,000 metric tons CDE per year. As the project would reduce the number of daily trips to the project site, the project would be anticipated to incrementally reduce greenhouse gas emissions compared to existing conditions. Therefore, greenhouse gas emissions would not result in emissions in excess of CAPCOA suggested thresholds. (n)</p> <p>The California Environmental Protection Agency (CalEPA) created the Climate Action Team (CAT), which in March 2006, published the Climate Action Team Report (the “2006 CAT Report”). The 2006 CAT Report identified a recommended list of strategies that the state could pursue to reduce GHG emissions to meet the goals of the Executive Order S-3-05. The proposed project would be consistent with CAT strategies as the project would reduce vehicle trips and associated emissions.</p> <p>The Attorney General’s Greenhouse Gas Reduction Report was prepared in 2008 by the California Attorney General’s Office. This report specifies measures that may reduce global warming related impacts at the individual project</p>

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse	Requires Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
						<p>level. The project would comply with measures suggested in the Attorney General's Greenhouse Gas Reduction Report because the project would involve a decrease in GHG emissions.</p> <p>In addition, the California Office of Planning and Research (OPR) CEQA Guidelines include recommended mitigation strategies to reduce GHG impacts. According to this document, mitigation measures may include:</p> <ol style="list-style-type: none"> 1. Potential measures to reduce wasteful, inefficient and unnecessary consumption of energy during construction, operation, maintenance and/or removal. 2. The potential of siting, orientation, and design to minimize energy consumption, including transportation energy, water conservation and solid-waste reduction. 3. The potential for reducing peak energy demand. 4. Alternate fuels (particularly renewable ones) or energy systems. 5. Energy conservation which could result from recycling efforts. <p>No impacts would occur.</p>

SUMMARY OF FINDINGS AND CONCLUSIONS

The proposed project involves the demolition of 300 dwelling units on a 15.75-acre site at 941 East 126th Street in the community of Willowbrook. Future project phases, which would be subject to future approval by the Board of Supervisors and contingent upon the availability of funds, are not fully defined at this time but may include demolition of subsurface structures and on-site flat work, remediation of petroleum impacted soils and conversion of the site to parkland. The project would not conflict with the surrounding neighborhood environment and would not conflict with zoning or land use designations.

As stated above, the existing 300 residential units are vacant. No adverse impacts would occur

relative to displacement of housing.

The project would not generate any significant noise impacts. The project site currently contains ornamental vegetation, and implementation of the proposed project would not adversely affect sensitive biological resources. The project would not affect any culturally-significant resources or paleontological resources.

The project would not adversely affect public facilities. Implementation of the project would create temporary employment opportunities during construction. Operation of the proposed project would not consume water or energy or generate solid waste or wastewater. The project is located outside of FEMA-designated flood hazard zones.

Long-term traffic impacts would not occur, as the project would decrease average daily trips compared to continued residential use of the site. The project would conform to all applicable Federal, State, and regional air pollution control regulations during demolition activities, and would not significantly affect local or regional air quality.

The project site has been found to contain soil and soil vapor impacted by petroleum-hydrocarbons and related chemicals; however, since ground disturbing activities would not occur onsite during this project phase, contaminants would not be released into the environment. The buildings onsite contain asbestos and lead-containing materials. Mitigation measures 1 and 2 would significantly reduce potential impacts arising from these materials. For future project phases, mitigation measure number 3 identifies the need to implement a Soil Management Plan to address potential soil and air quality impacts.

ALTERNATIVES TO THE PROPOSED ACTION

Alternatives and Project Modifications Considered [24 CFR 58.40(e), Ref. 40 CFR 1508.9] (Identify other reasonable courses of action that were considered and not selected, such as other site, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment of each alternative and the reasons for rejecting it.)

Offsite Alternative: Consideration of an offsite alternative is not warranted because no significant impacts have been discovered.

Reduced Project: A reduction in the number of housing units demolished would leave vacant housing units on the site with asbestos and lead-containing materials. The proposed project's impacts would not be significant and would remove all lead and asbestos containing building materials from the structures prior to demolition.

No Action Alternative

(Discuss the benefits and adverse impacts to the human environment of not implementing the preferred alternative).

If the proposed project were not implemented, the project site would continue to include vacant residential units with asbestos and lead-containing materials on a site known to contain contaminated soils. Overall, impacts in a range of issue areas would be incrementally greater under the no-action alternative. In addition, as discussed above, the proposed project's impacts in these areas would not be significant.

LIST OF SOURCES

- a. San Buenaventura Research Associates, Section 106 Report: Ujima Village Demolition and Conversion to Park, April 2009. (REPORT)
- b. Conejo Archaeological Consultants, Archaeological Survey Report of Approximately 15.5-Acres for the Ujima Village Demolition and Conversion to Park, 941 East 126th Street, Willowbrook, Los Angeles County, California, April 2009. (REPORT)
- c. Mark Neumeister, Rincon Consultants, Site Visit, April 1, 2009. (FIELD)
- d. Sole Source Aquifers - U.S. Environmental Protection Agency, Designated Sole Source Aquifers in EPA Region IX., www.epa.gov/safewater/swp/ssa/reg9.html, accessed online May 2011. (ELECTRONIC)
- e. City of Compton 2030 General Plan Noise Contour Figure, accessed May 2011 (ELECTRONIC).
- f. U.S. Department of Housing and Urban Development, Day/Night Noise Level Electronic Assessment Tool, accessed April 2011. (ELECTRONIC)
- g. Rincon Consultants, Site Assessment Report, Ujima Village, 941 E. 126th Street, Willowbrook, CA, August 2006. (REPORT)
- h. Kleinfelder West, Inc., Air Quality Survey and Limited Subsurface Investigation, Ujima Village Apartment Complex, Ujima Housing Corporation Property, Willowbrook, Los Angeles County, California, August 2008. (REPORT)
- i. Kleinfelder West, Inc., Groundwater Monitoring Wells Installation Work Plan, Former Athens Tank Farm, Willowbrook, Los Angeles County, California, February 2009. (REPORT)
- j. TRC, Phase I Environmental Site Assessment, Ujima Village, September 2005. (REPORT)
- k. County of Los Angeles, Department of Regional Planning, GIS-NET, <http://planning.lacounty.gov/gisnet>, accessed April 2009. (ELECTRONIC)
- l. State of California Department of Conservation, Seismic Hazard Zone Map, 2009, <http://www.conservation.ca.gov/cgs/shzp/Pages/Index.aspx>, accessed online May 2011. (ELECTRONIC)
- m. Institute of Transportation Engineers, Trip Generation, 7th Edition, 2003. (REPORT)
- n. CAPCOA, <http://www.capcoa.org/>, accessed May 2011.

ENVIRONMENTAL FINDING FORM

Recipient Name: Community Development Commission of the County of Los Angeles

Activity: Ujima Village Demolition Project

The environmental level of clearance for the project is:

- Exempt (24 CFR Part 58.34), or
- Categorically excluded not subject to the §58.5 statutes [24 CFR Part 58.35(b)] Attached documentation:
HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6
- Categorically excluded subject to the §58.5 statutes [24 CFR Part 58.35(a)], or
- Categorically excluded subject to the §58.5 statutes per 24 CFR Part 58.35(a), but converted to exempt status [24 CFR Part 58.34(a)(12)]
Attached documentation:
HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6, and Statutory Worksheet, or Rehabilitation Environmental Review (RER) Form (tiered environmental reviews only). RER (Parts 3-7) must be submitted after the project site is identified.

If the Statutory Worksheet triggers public noticing requirements, also provide:
Notice of Intent to Request Release of Funds published in the newspaper
Request for Release of Funds and Certification (HUD-70 15.15 Form)

The RER requires public noticing, also provide:
Notice of Intent to Request Release of Funds published in the newspaper
Request for Release of Funds and Certification (HUD-70 15.15 Form)

- Environmental Assessment (24 CFR Part 58.36)
Attached documentation:
HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6
Environmental Assessment
Combined Finding of No Significant Impact/Notice of Intent to Request Release of Funds published in the newspaper
Request for Release of Funds and Certification (HUD-7015.15 Form)
- Environmental Impact Statement (24 CFR Part 58.37)
Attached documentation: Contact HOME Corporation Representative.



Responsible Entity: Donald Dean, Environmental Officer,
Community Development Commission of the County of
Los Angeles

Date: 7-21-11

HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6 (2005)

LEVEL OF ENVIRONMENTAL REVIEW DETERMINATION

Project Name / Description:

The Ujima Village Demolition project involves the abatement of lead and asbestos containing building materials, and demolition of 300 vacant public housing units. The project would include removing all of the structures on the project site to their foundations. The building foundations and all subsurface structures would remain in place. Future project phases, which would be subject to future approval by the Board of Supervisors and contingent upon the availability of funds, are not clearly defined but may include demolition of subsurface structures, remediation of petroleum impacted soils and conversion of the site to parkland. The project site is located within the community of Willowbrook in an unincorporated portion of Los Angeles County, California. The approximately 15.75-acre site is located south of the 105 freeway, north of West Compton and east of the Athens communities. Earvin Magic Johnson Park is located adjacent to the project to the north and west at 941 East 126th Street, Los Angeles.

Level of Environmental Review:

Environmental Assessment per § 58.36

STATUTES AND REGULATIONS LISTED AT 24 CFR 58.6

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. **Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?**

No. Flood insurance is not required. The review of this factor is completed.
 Yes. Continue.

2. **Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?**

No - Source Document: FEMA FIRM Panel # 06037C1795F.
 Yes - Source Document: (Continue review).

3. **Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?**

Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.

No - Federal assistance may not be used in the Special Flood Hazards Area.

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resources area?
(See www.fema.gov/nfip/cobra.shtml).

(X) No

Not applicable in California.
(This element is completed).

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?

(X) No - Cite Source Document, page: Los Angeles County Airport Land Use Plan, 2004.

() Yes - Disclosure statement must be provided to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

FINDING: [58.40(g)]

Finding of No Significant Impact

(The project will not result in a significant impact on the quality of the human environment)

Finding of Significant Impact

(The project may significantly affect the quality of the human environment)

Preparer Signature:

Date: July 18, 2011
Name/Title/Agency: Morgan Wazlaw, Rincon Consultants, Inc.

Responsible Entity Signature:



Date: 7-21-11
Name/Title/Agency: Donald Dean, Environmental Officer, Community Development
Commission of the County of Los Angeles

ATTACHMENTS

Figure 1	Regional Location
Figure 2	Project Location
Figure 3	Existing Site Characteristics
Figure 4	Site Plan with Previous Tank Locations
Figure 5	FEMA Flood Map

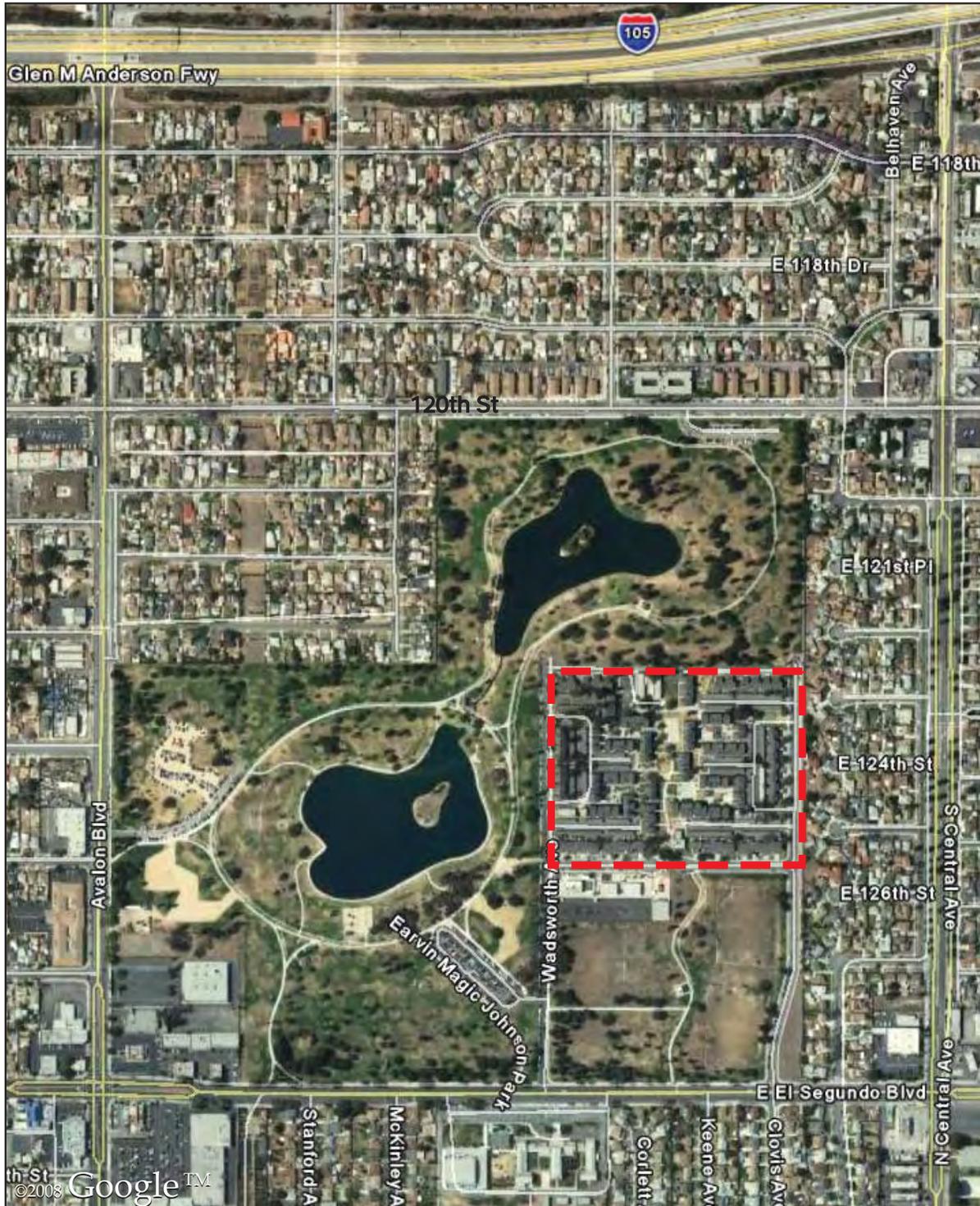


Image Source: Google Earth 2007

 Project Site



0 300 600
Scale in Feet

Site Location

Figure 2
LACDC



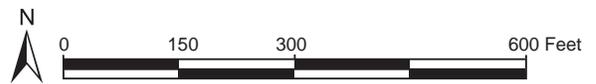
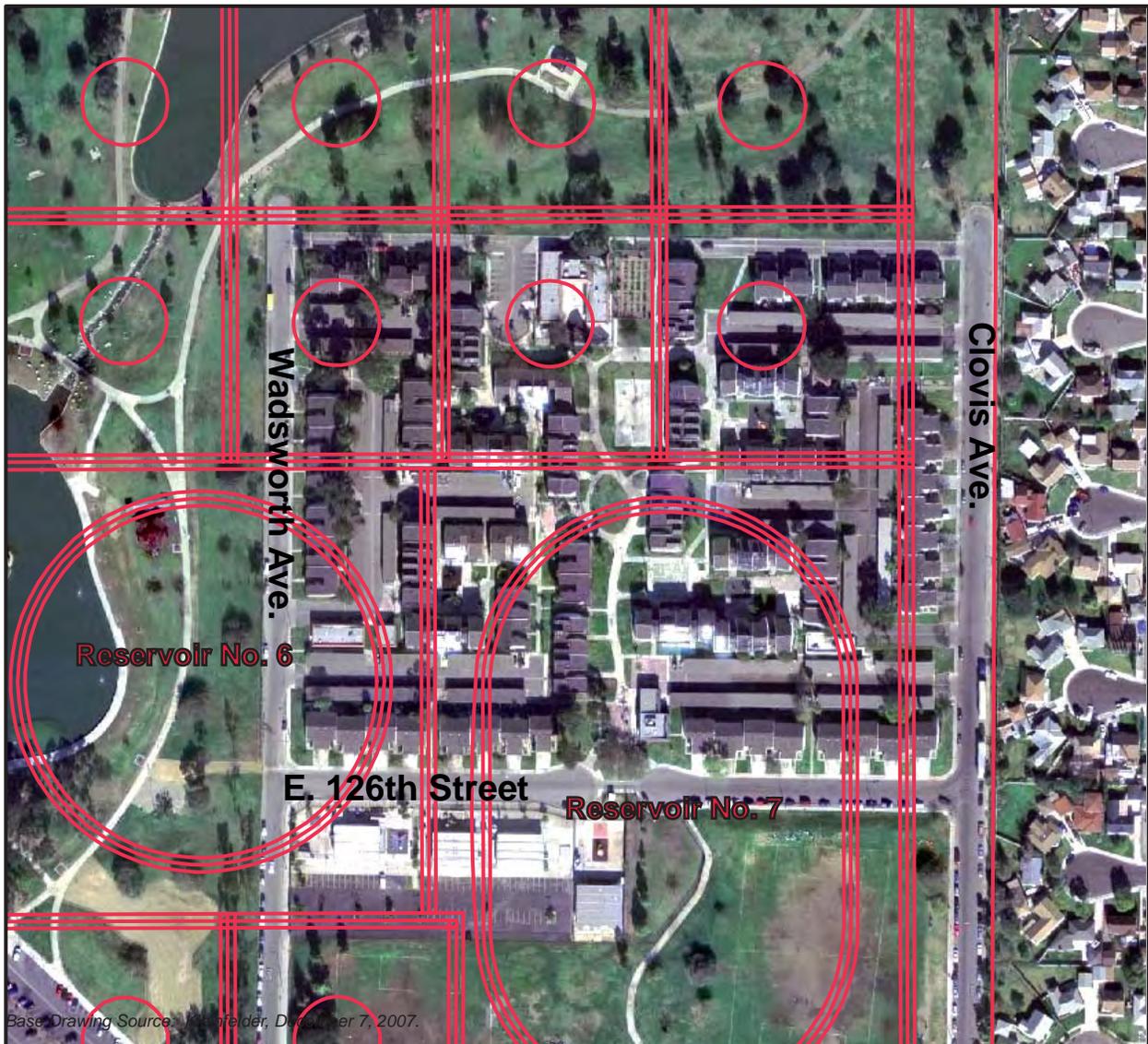
Photo 1 - Project interior Illustrating row of housing units.



Photo 2 - Project interior Illustrating courtyard and free-standing residential building.

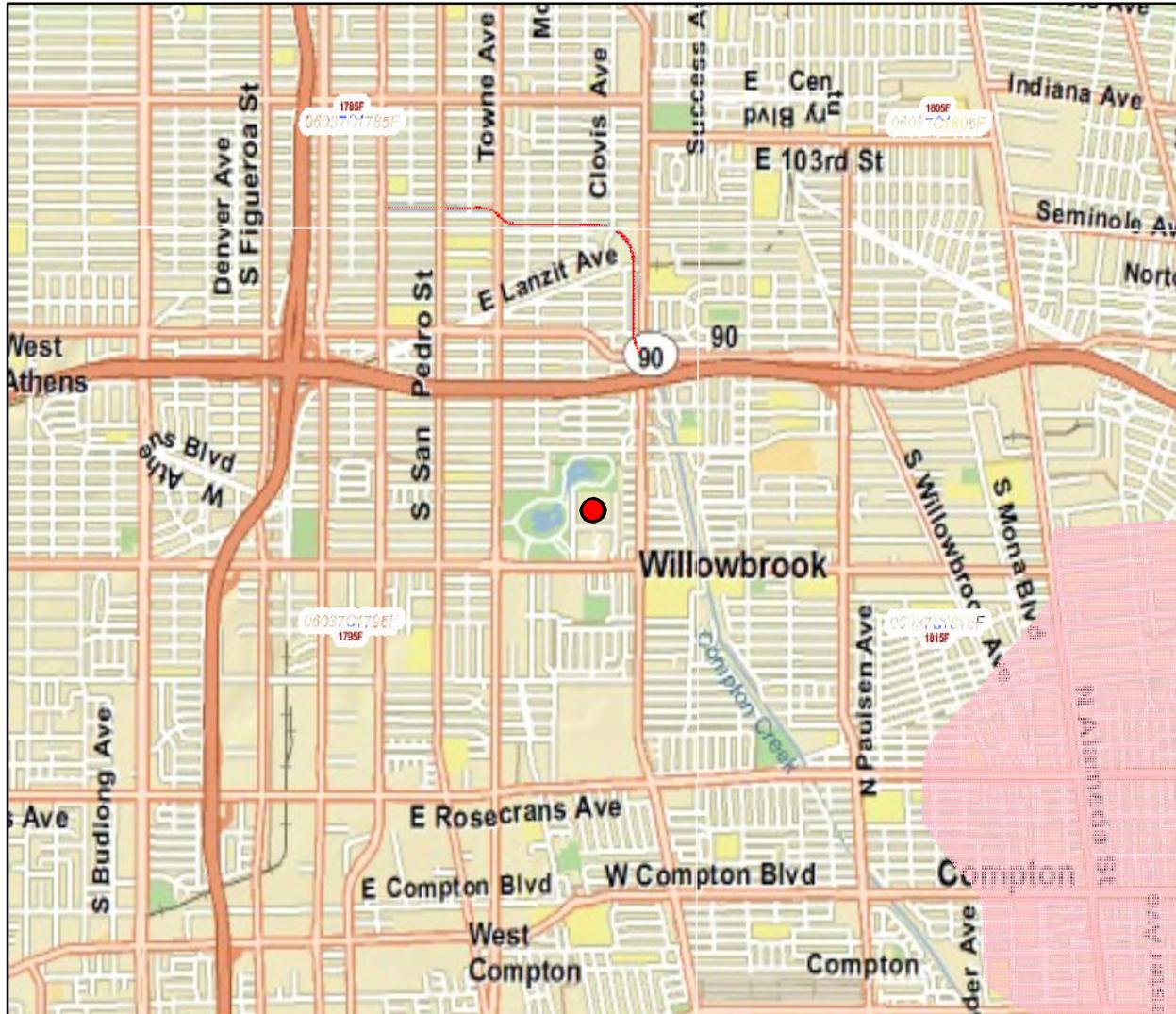
Site Photos



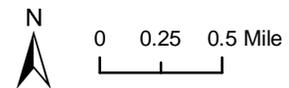


Site Plan with Reservoir Locations

Figure 4
LACDC



Map images copyright © 2011 ESRI and its licensors. All rights reserved. Used by permission.
Additional base map layer source: Federal Emergency Management Agency National Flood Hazard Layer (NFHL), April 26, 2011.



-  Project Location
-  100-year Floodplain (Zone A)
-  500-year Floodplain (Zone X)

FEMA Flood Zone Map

Figure 5

To: Joe Power, Rincon Consultants, Inc.
From: Judy Triem, San Buenaventura Research Associates
Date: 9 April 2009 (rev. 28 June 2011)
Re: Section 106 Report: Ujima Village Demolition

1. Description of Undertaking

The Los Angeles County Community Development Commission plans to use federal funds to demolish 300 units of public housing at Ujima Village located at 941 East 126th Street in unincorporated Willowbrook. The project would include removing all of the structures on the project site to their foundations.

2. Area of Potential Effect

The Area of Potential Effect (APE) includes the project site itself (APN 6086-037-907 and 906) and the adjacent properties. [Figure 1]

3. Description of Location of Undertaking

The project site contains 15 plus acres with 300 units of public housing, connected walkways, play areas and landscape elements. The site is bounded on three sides by the Earvin Magic Johnson Park. On the east side of the project site, the boundary is Clovis Avenue. East of Clovis Avenue is a modern housing development which faces onto the east-west streets, not on Clovis Avenue.

4. Historic Resources/National Register Determination

Historical Background

Willowbrook was part of the large 3,560 acre Rancho Tajauta granted to Anastasio Avila in 1843 and eventually patented to Enrique Avila in 1873. Willowbrook takes its name from the willows that once grew in the marshy land containing numerous springs that covered the area prior to its development. In 1894-95 the first subdivisions took place in the Willowbrook area along what later became Rosecrans Boulevard.

In 1903 the Willowbrook Tract was recorded, adjacent to the newly established Pacific Electric Railroad line connecting Los Angeles and Long Beach. The name Willowbrook came into use primarily as a Pacific Electric Railroad stop located at 126th Street in Willowbrook.

Prior to World War I, the area was largely agricultural. Many of the subdivisions had deep lots and residents raised poultry and hogs and tended small vegetable gardens. Willowbrook remained fairly rural until the end of World War II when development began to increase.

Section 106 Report

Ujima Village Project Demolition

In 1965 the riots in Watts occurred leading to much destruction in the surrounding areas of the African-American community. Following the riots, an attempt was made to rebuild parts of the community that were destroyed and to create new opportunities for Africa-Americans.

In 1968 a coalition of 55 African-American community groups began planning for a housing project they called Ujima Village in Willowbrook, *ujima* being a Swahili word meaning group effort and responsibility. The group was called the Ujima Community Development Corporation, part of the South Central Improvement Action Council Inc. organized to improve the housing and economic base in the African-American community. (*Los Angeles Times*, 11/3/1972)

The housing element of 300 units was the first component of the plan that eventually was to include a shopping center and a postal facility nearby to provide jobs. The commercial portion of the plan was never built. The Master Plan for Ujima Village was designed by two African-American architectural firms, Kinsey, Meeds and Williams and John D. Williams and Associates. (*Los Angeles Times*, 2/21/1972)

Physical Description

The 15 acre project site contains 300 housing units arranged in rows separated by landscaped areas. The interconnected townhouses and apartments are two or three stories in height with asymmetrical gable roofs with tall parapets at the ends of the buildings. Wrought iron railings are found on the projecting balconies and staircases. The buildings are clad in stucco with wood trim. Presently most of the sliding aluminum windows are boarded up. [Photos 1-3]

Between the rows of buildings are flat-roofed carports and courtyard areas for playgrounds. Some of the units have attached carports with shed roofs. Concrete walkways flow between the buildings surrounded by grassy areas with mature trees and shrubs. Additional buildings on the site are laundry facilities, maintenance buildings and an administration building displaying the same type of architecture. [Photos 4-6]

Properties within the APE

Across 126th Street from the project site is a small group of portable buildings used as childcare facilities. They were probably brought to the site around 1972 or later. The property on the north and west sides of the project site is Earvin Magic Johnson Park. On the east side of the project site is Clovis Street. East of Clovis is a modern subdivision with houses facing onto the east/west streets.

National Register Eligibility

The criteria for determining eligibility for listing on the National Register of Historic Places (NRHP) have been developed by the National Park Service. Properties may qualify for NRHP listing if they:

- A. are associated with events that have made a significant contribution to the broad patterns of our history; or

Section 106 Report
Ujima Village Project Demolition

- B. are associated with the lives of persons significant in our past; or
- C. embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. have yielded, or may be likely to yield, information important in prehistory or history.

The Ujima Village buildings within the project site are associated with an event (Criterion A) which is important to the history of the Willowbrook community. At the time it was built it was recognized as the "first project of this magnitude to be designed by and for the black community." However, only the housing component of the project was built because of lack of funding. (*Los Angeles Times*, 2/21/1971; 11/3/1972)

The buildings within the project site and APE are not associated with any known individuals (Criterion B) important to the history of the Willowbrook community. None of the buildings within the project site and APE embody the distinctive characteristics of a type, period or method of construction (Criterion C). The housing project was designed in a Modern style typical of the period and not exceptional in design or layout.

Properties Less Than 50 Years of Age

All of the buildings within the APE are less than 50 years of age. Properties less than 50 years of age may be eligible if they can be found to be "exceptional." While no hard and fast definition for "exceptional" is provided in the NRHP literature, the special language developed to support nominating these properties was clearly intended to accommodate properties which demonstrate a level of importance such that their historical significance can be understood without the passage of time. In general, according to NRHP literature, eligible "exceptional" properties may include, "resources so fragile that survivors of any age are unusual. [Exceptionalness] may be a function of the relative age of a community and its perceptions of old and new. It may be represented by a building or structure whose developmental or design value is quickly recognized as historically significant by the architectural or engineering profession [or] it may be reflected in a range of resources for which the community has an unusually strong associative attachment."

Although the Ujima Village Housing Project may be important as the first large housing project designed by and for the African-American community following the Watts riots, the project is only 37 years old and does not rise to the exceptional level of significance. None of the subject properties in the APE appear to rise to the exceptional level.

Conclusion

There are presently no known properties within the APE that are listed or eligible for listing on the National Register of Historic Places.

5. Information from Local Organizations

The Black Resource Center at the A. C. Bilbrew Library was contacted. No information on the Ujima Village was provided as of the date of this report.

6. Selected Sources

California Historical Landmarks, 1990.

Cowan, Robert G. *Ranchos of California*. Los Angeles: Historical Society of Southern California.

Federal Register Listings through January, 2009.

<http://www.colapublib.org/history/willowbrook/>

Los Angeles Assessor's Office website for parcel information and dates of construction.

Los Angeles Times, 2/21/1971, "Major Black Complex to be Launched."

Los Angeles Times, 11/3/1972, "Blacks' Dream Comes True, Ujima Village to Open Saturday."

Los Angeles Times, 11/5/1972, "Ujima Village, Black Project, Opens."



Photo 1. Ujima Village housing units. [1 April 2009]



Photo 2. Ujima Village housing with attached carports. [1 April 2009]



Photo 3. Ujima Village Courtyard showing landscape features. [1 April 2009]



Photo 4. Ujima Village showing auxiliary buildings and carports. [1 April 2009]



Photo 5. Ujima Village basketball courts. [1 April 2009]



Photo 6. View across 126th Street from project site, childcare building. [1 April 2009]

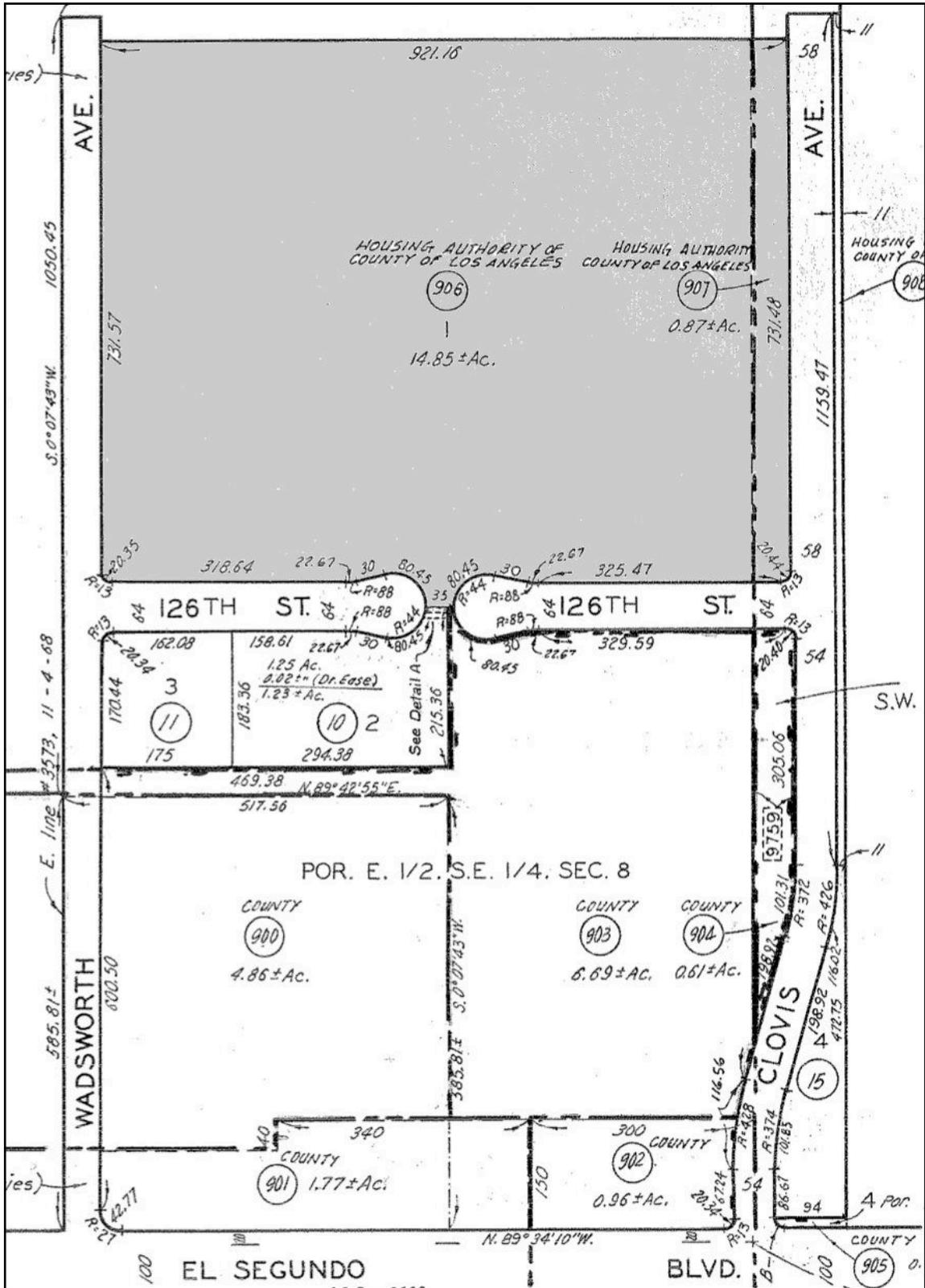


Figure 1. Project Location. [Source: Los Angeles County Assessor, Map Book 6086, Page 37]



**ARCHAEOLOGICAL SURVEY REPORT
OF APPROXIMATELY 15.5-ACRES FOR THE
UJIMA VILLAGE DEMOLITION PROJECT
941 EAST 126TH STREET
WILLOWBROOK, LOS ANGELES COUNTY, CALIFORNIA
(USGS 7.5' Inglewood Quadrangle)**

Prepared for:
**Los Angeles County
Community Development Commission**
2 Coral Circle
Monterey Park, California 91755
Contact: Donald Dean

Prepared by:
Conejo Archaeological Consultants
2321 Goldsmith Avenue
Thousand Oaks, California 91360
805/494-4309
Author: Mary Maki

Document No. 09-510

June 27, 2011

I. INTRODUCTION WITH PROJECT DESCRIPTION AND LOCATION

CDC Project Name/No.: Ujima Village Demolition	Location: 941 East 126 th Street Willowbrook Los Angeles County	Thomas Bro. Grid: Pg. 734 – E1	Assessor Parcel Nos. 6086-037-906 & 6086-037-907	CDC Contact: Donald Dean Environmental Officer (323) 890-7186
--	--	--	---	---

This report was prepared at the request of Donald Dean of the Los Angeles County Community Development Commission (CDC). It presents the results of a Phase I archaeological investigation conducted by Conejo Archaeological Consultants (Conejo) for the Ujima Village Demolition Project. Constructed in 1972, Ujima Village is located at 941 East 126th Street in the unincorporated community of Willowbrook (Exhibits 1, 2 & 3). The proposed project involves the demolition of 300 vacant public housing units to their foundations.

As this projects involves the use of public funds, this archaeological study was undertaken in compliance with Section 106 of the National Historic Preservation Act and its implementing regulations under 36 CFR 800 (as amended). This study also complies with Section 21083.2 of the California Environmental Quality Act.

II. STUDY FINDINGS

Based on the South Central Coastal Information Center's (SCCIC) record search results, Conejo's survey findings and the extent of previous ground disturbance within the project's area of potential effect (APE), the proposed Ujima Village Demolition Project will not impact any known archaeological resources. Therefore, no further archaeological investigations are warranted prior to project approval. In the unexpected event that prehistoric and/or historic cultural materials are encountered during demoliton, all earth disturbing work within the vicinity of the find must be temporarily halted until a qualified archaeologist can evaluate the nature and significance of the find, as detailed in Section VI of this report.

III. ENVIRONMENTAL SETTING

Physical Environment: The project is located on the USGS 7.5' Inglewood Quadrangle, Range 13W, Township 3S, within Section 9. The project's approximate 15.5-acre APE consists of Assessor Parcel Numbers 6086-037-906 and -907 (Exhibit 2). The APE street address is 941 East 126th Street, Willowbrook. The APE is completely developed with public housing structures and the property's vegetation consists of landscaped lawns, with ornamental bushes and trees. The APE is bordered by the EMJ Park to the north, Clovis Street and residential development to the east, East 126th Street and EMJ Park to the south, and Wadsworth Avenue and Earvin Magic Johnson (EMJ) Park to the west. The channelized Compton Creek is located approximately 500 meters to the east

of the project APE.

San Buenaventura Research Associates is conducting a Section 106 evaluation of the APE's built environment.

Cultural Environment:

Prehistory. The project site lies within the historic territory of the Native American group known as the Gabrielino, one of the wealthiest, most populous, and most powerful ethnic nationalities in aboriginal southern California (Bean and Smith 1978). The Gabrielino followed a sophisticated hunter-gatherer lifestyle, and were a deeply spiritual people (McCawley 1996). The Gabrielino territory included the Los Angeles Basin (which includes the watersheds of the Los Angeles, San Gabriel, and Santa Ana Rivers), the coast from Aliso Creek in the south to Topanga Creek in the north, and the four southern Channel Islands. For in depth information on the Gabrielino, the reader is referred to McCawley's (1996) *The First Angelinos, The Gabrielino Indians of Los Angeles*.

History. TRC conducted a Phase I Environmental Site Assessment for Ujima Village in 2005, which included a review of historic aerial photographs, maps and directories. A summary of TRC's historic land use findings for the project APE are summed up as follows.

The 1916 USGS Redondo Quadrangle shows the project site and surrounding properties as undeveloped with Central Avenue present to the east. The 1924 Sanborn Fire Insurance Map shows the General Petroleum Corporation Athens Tank Farm occupying the project APE and surrounding area to the north, south and west. The 1928 aerial photograph shows large tanks and two large structures within the project APE. The 1947 aerial photograph shows no noticeable changes within the tank farm, but the area outside the tank farm was more densely developed. The 1964 USGS 7.5' Inglewood Quadrangle and 1965 aerial photographs show the project and areas to the north, west and south as vacant with all tank farm structures removed. The 1972 photo-revised USGS 7.5' Inglewood Quadrangle shows the structures of Ujima Village. The 1989 aerial photograph shows EMJ Park located to the north, south and west of the project APE.

IV. SOURCES CONSULTED

Results:

South Central Coastal Information Center

A record search was conducted at the South Central Coastal Information Center housed at California State University Fullerton on April 6, 2009. The record search identified no prehistoric or historic sites within a 0.5-mile radius of the project's APE.

Ten archaeological investigations have been conducted within a 0.5-mile radius of the project APE. None of these surveys included the project APE, but Frederick Bove's 1977 bordered the subject property to the north, south and west. Bove (1977) identified no archaeological sites on the 80 acres he surveyed and concluded "*The proposed Willowbrook Park will have no adverse impact on known archaeological resources.*"

Federal, State & Local Historic Listings

The listings of the National Register of Historic Places (NRHP) includes no properties within or adjacent to the project APE (National Park Service 2009). There are no California Historical Landmarks or Points of Historical Interest located within or adjacent to the project APE (Office of Historic Preservation 2009, 1992). The California State Historic Resources Inventory lists no evaluations for the project APE or immediately adjacent to it (Office of Historic Preservation 2009).

Historic Maps

The 1924 USGS 15' Watts Quadrangle shows the project APE and surrounding area as undeveloped, but the 1924 Sanborn Fire Insurance Map (Los Angeles County, Sheet 15) shows the project APE as lying within the General Petroleum Corporation's Athens Tank Farm. The Sanborn Map indicates that the southern half of the project APE is located within the northern portion of two former large crude oil reservoirs with earth slopes and concrete lining.

The 1937 USGS 15' Watts Quadrangle shows the project APE as lying within the General Petroleum Tank Farm. This quadrangle also indicates that the southern half of the project APE was located within two large crude oil reservoirs.

V. FIELD METHODS

The approximately 15.5-acre APE was surveyed by Mary Maki on April 6, 2009 (Exhibits 2 & 3). Ms. Maki is certified by the Register of Professional Archaeologists (RPA) and has over 18 years archaeological experience in southern California.

The project APE consists of the public housing development known as Ujima Village. Due to ground water contamination concerns most of the tenants have been relocated. The facility is well maintained and landscaped. Ground surface visibility was limited to landscaped areas that weren't planted in grass. As the majority of the project area is built and paved over, survey methodology was opportunistic and consisted of walking through all the various rows of buildings and carefully inspecting any visible ground surface in the landscaped areas.

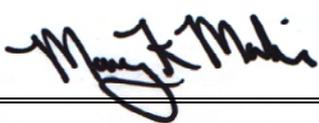
No prehistoric or historic resources were observed. Previous ground disturbances include construction and demolition of the tank farm and construction of the existing public housing development.

VI. REMARKS

Based on the SCCIC record search findings and Conejo's survey results, in combination with the extent of past ground disturbances within Ujima Village and the current project description (demolition of existing buildings to their foundations), no impact to archaeological resources is anticipated from project development. Therefore, no further archaeological investigation is warranted prior to project implementation as long as the following two recommendations are included as conditions of project approval.

1. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.
2. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

VII. CERTIFICATION

Prepared By: Mary K. Maki	Title: Principal Investigator	Qualification: RPA Certified 18 Years So. CA arch experience
Signature: 		Date: June 27, 2011

VIII. MAPS

Project Vicinity USGS 7.5' Inglewood Quadrangle Archaeological APE

IX. PHOTOGRAPHS

Yes No Attached Yes No (See Title Page)

X. CITATIONS

Bean, Lowell John and Charles R. Smith

1978 Gabrielino. In *Handbook of North American Indians: California*, Volume 8. Edited by R.F. Heizer, pp. 505-508. W.G. Sturtevant, general editor. Smithsonian Institution, Washington D.C.

Bove, Frederick

1977 Archaeological Survey for Willowbrook Park, Los Angeles. On file at the South Central Coastal Information Center, L-111.

Los Angeles County Assessor

2009 <http://assessormap.lacountyassessor.com/mapping/viewer.asp>

McCawley, William

1996 *The First Angelinos, The Gabrielino Indians of Los Angeles*. Malki Museum Press, Morongo Indian Reservation, Banning, California.

Los Angeles Public Library

2009 Database: Sanborn Maps. <http://sanborn.umi.com.ezproxy.lapl.org/cgi-bin/auth.cgi?command=AccessOK&CCSI=91n>

National Park Service

2009 National Register of Historic Places. Department of the Interior.
http://www.nr.nps.gov/iwisapi/explorer.dll?IWS_SCHEMA=NRIS1&IWS_LOGIN=1&IWS_REPORT=100000066.

Office of Historic Preservation

2009 *California* Historical Landmarks. Department of Parks and Recreation,

**Conejo Archaeological Consultants
Ujima Village Demolition Project
Archaeological Survey Report**

Sacramento, California. http://ohp.parks.ca.gov/?page_id=21427.

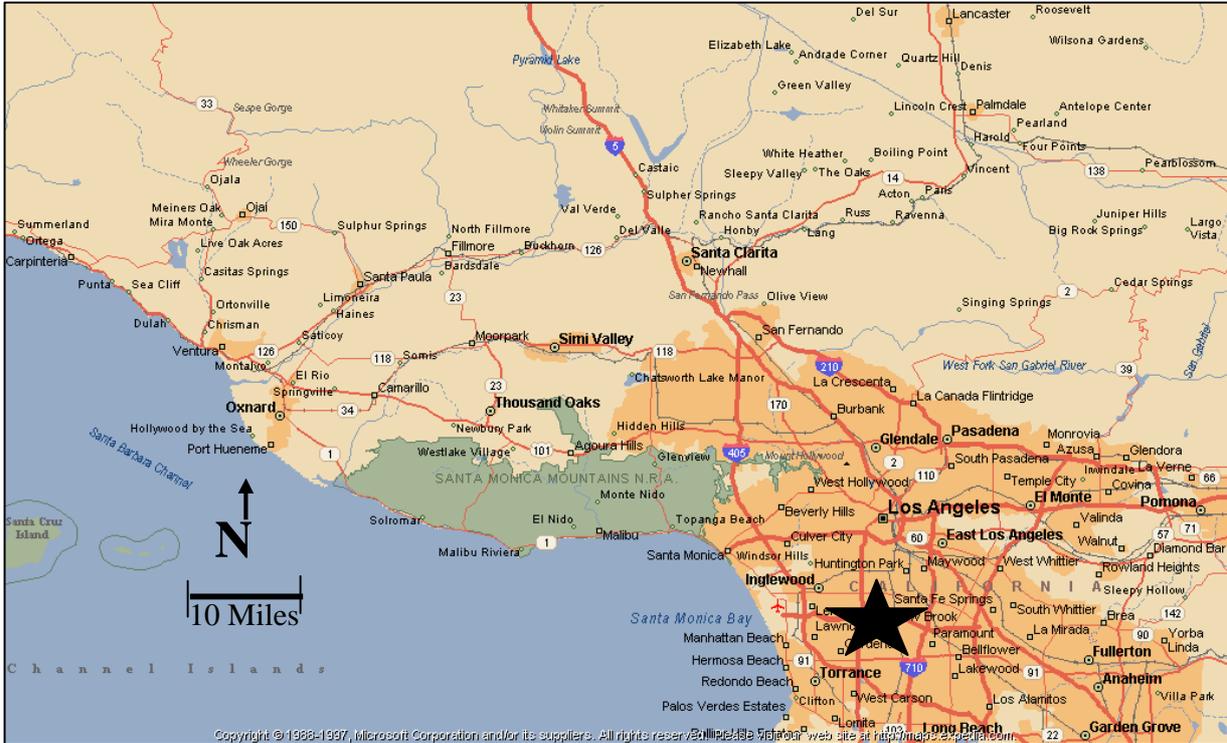
2009 Directory of Properties in the Property Data File for Willowbrook, Los Angeles County. Department of Parks and Recreation, Sacramento, California, 02/03/09.

1992 California *Points of Historical Interest*. Department of Parks and Recreation, Sacramento, California.

TRC

2005 Phase I Environmental Site Assessment, Ujima Village, 941 East 126th Street and 12300 Wadsworth Avenue, Willowbrook District, Los Angeles County, California 90059. On file at the Los Angeles County Community Development Commission, Monterey Park, California.

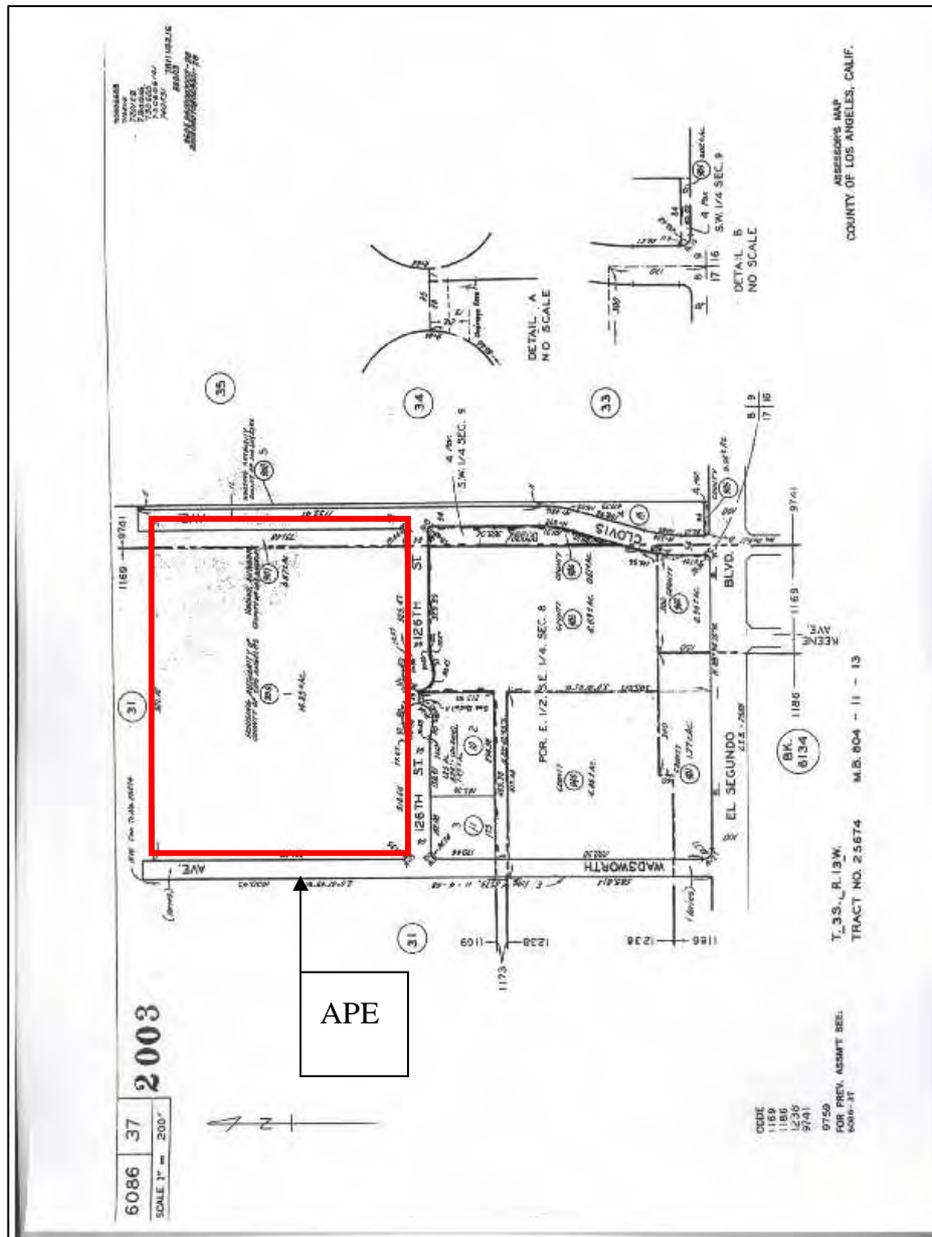
**Conejo Archaeological Consultants
Ujima Village Demolition Project
Archaeological Survey Report**



PROJECT VICINITY MAP
Ujima Village Demolition Project
Willowbrook, Los Angeles County

Exhibit 1

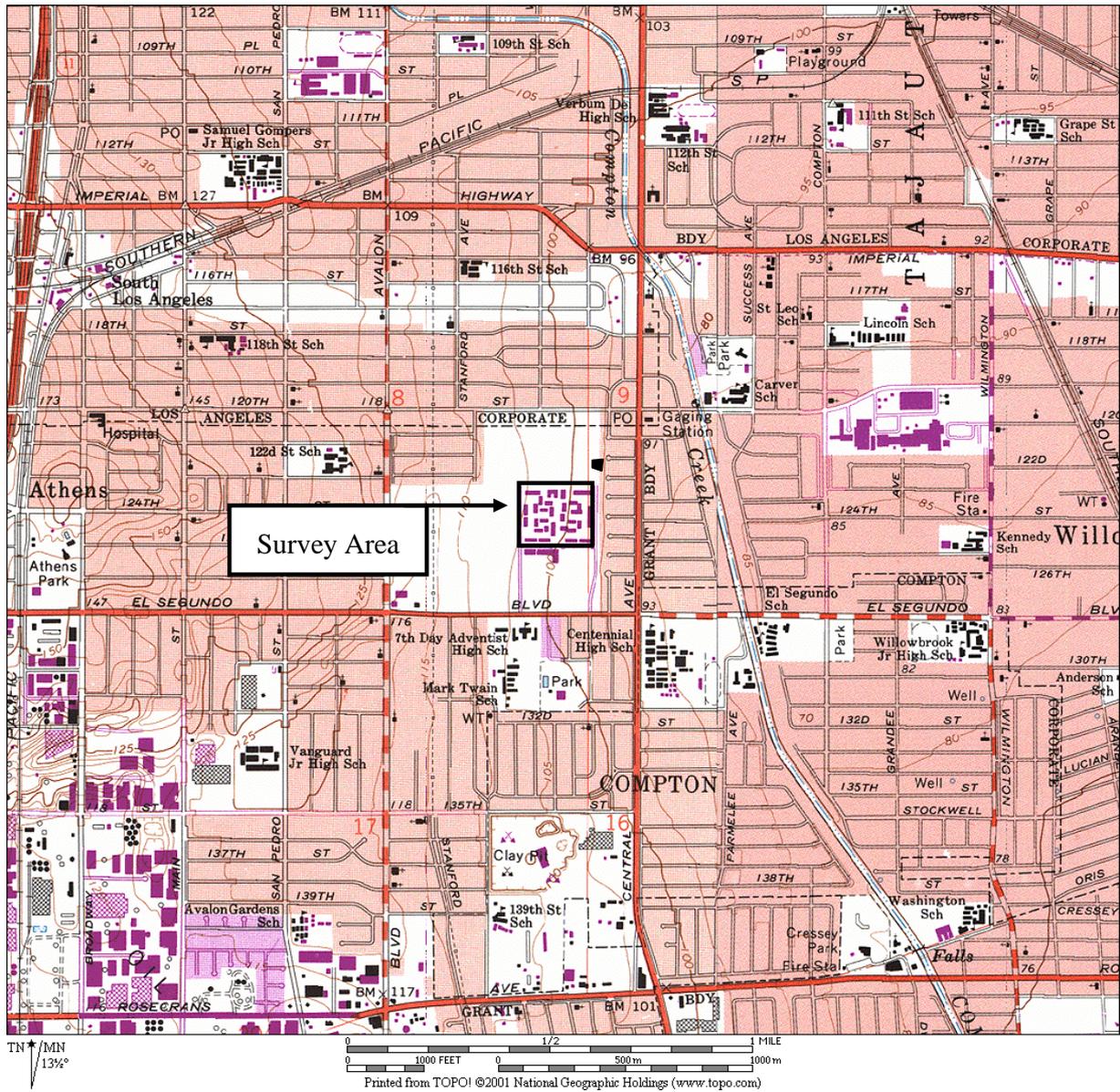
Conejo Archaeological Consultants
 Ujima Village Demolition Project
 Archaeological Survey Report



Source: Los Angeles County Assessor –
<http://assessormap.lacountyassessor.com/mapping/viewer.asp>

AREA OF POTENTIAL EFFECT
 Ujima Village Demolition Project
 Willowbrook, Los Angeles County

Conejo Archaeological Consultants
 Ujima Village Demolition Project
 Archaeological Survey Report



Source: USGS 7.5' Inglewood & South Gate Quadrangles, 1964, photorevised 1981

ARCHAEOLOGICAL SURVEY AREA
 Ujima Village Demolition Project
 Willowbrook, Los Angeles County

Exhibit 3

DEPARTMENT OF TRANSPORTATION
DISTRICT 7, OFFICE OF REGIONAL PLANNING
IGR/CEQA BRANCH
100 MAIN STREET, MS # 16
LOS ANGELES, CA 90012-3606
PHONE: (213) 897-9140
FAX: (213) 897-1337



*Flex your power!
Be energy efficient!*

August 26, 2011

Mr. Donald Dean
Community Development Commission
County of Los Angeles
2 Corporate Circle
Monterey Park, CA 91755

Re: Ujima Village Demolition Project
IGR#110606/CS
Vic: LA-105-8.69, SCH# 2011051080

Dear Mr. Dean:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the Mitigated Negative Declaration (MND) for the Ujima Village Demolition Project. The proposed project involves the abatement of lead and asbestos containing building materials and the demolition of 300 vacant public housing units. The project would include removing all of the structures on the project site to their foundations. The building foundations and all subsurface structures would remain in place. Based on the information received we have the following comments:

We recommend that truck trips on State highways be limited to off-peak hours. We also request that the contractor avoid bunching or platooning of truck trips on mainline freeways, on freeway on/off-ramps and at freeway ramp intersections.

If you have any questions regarding these comments, you may contact Carl Shiigi, project coordinator at (213) 897-1726. Please refer to our internal record number 110606/CS.

Sincerely,

A handwritten signature in cursive script that reads "Carl Shiigi".

for
DIANNA WATSON
IGR/CEQA Program Manager
Caltrans, District 7



Erroy D. Baca, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

*4700 Ramona Boulevard
Monterey Park, California 91754-2169*



June 23, 2011

Mr. Donald Dean
Environmental Officer
County of Los Angeles
Community Development Commission
2 Core Circle
Monterey Park, California 91755-7425

Dear Mr. Dean:

**REVIEW COMMENTS
DRAFT MITIGATED NEGATIVE DECLARATION AND
NOTICE OF COMMENT PERIOD FOR THE UJIMA VILLAGE
DEMOLITION AND CONVERSION TO PARK PROJECT (FPB NO. 11-016)**

This letter is transmitted in response to your Draft Mitigated Negative Declaration (MND) and a Notice of Comment Period, dated on May 25, 2011, for the Ujima Village Demolition and Conversion to Park Project (Project).

The Los Angeles County Sheriff's Department's (Department) Parks Bureau staff reviewed the draft MND for the proposed Project. Captain Stephen M. Smith's, Parks Bureau, comments are contained in the attached correspondence, dated June 17, 2011.

In summary, the Parks Bureau does not expect the proposed Project to result in negative impacts to their operations. In an effort to minimize any potential security problem relative to the design of the facility, it is recommended that entrances to the public restroom facilities should face the street, playground, or parking lot, with no obstructions from vegetation, hardscape, or landscape.

Although the Department has no further comment to submit at this time, the Department reserves the right to address this matter in subsequent reviews of the proposed Project.

Thank you for including the Department in the environmental review process for the proposed Project.

A Tradition of Service Since 1850

Should you have any additional questions regarding this matter, please contact our Project Manager, Lester Miyoshi, of my staff, at (626) 300-3012, and refer to FPB Tracking No. 11-016. Mr. Miyoshi may also be contacted via e-mail, at lhmiyosh@lasd.org.

Sincerely,

LEROY D. BACA, SHERIFF

A handwritten signature in black ink, appearing to read "Gary T. K. Tse". The signature is fluid and cursive, with a large initial "G" and "T".

Gary T. K. Tse, Director
Facilities Planning Bureau

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
A Tradition of Service Since 1850

DATE: June 17, 2011

OFFICE CORRESPONDENCE

FILE NO.



FROM: **STEPHEN M. SMITH, CAPTAIN**
PARKS BUREAU

TO: **GARY T. K. TSE, DIRECTOR**
FACILITIES PLANNING BUREAU

**SUBJECT: REQUEST FOR COMMENTS ON THE DRAFT INITIAL STUDY/MITIGATED
NEGATIVE DECLARATION PROJECT (11-016)**

Parks Bureau staff has reviewed the submitted Notice of Availability of Draft Initial Study/Mitigated Negative Declaration (IS) from the Los Angeles County Community Development Commission (LACCDs) regarding the Ujima Village Demolition and park project.

Our review, based on the principles of Crime Prevention Through Environmental Design, and the possibility of increased need for police services, revealed no negative impact by the construction of this park. As long as the entrances to the restroom facilities face the street playground or parking lot, with no obstructions from vegetation, hardscape, or landscape, this will not significantly increase criminal activity. The park itself will not require significantly increased police presence either in the park or on the adjacent street.

The Sheriff's Department, Parks Bureau stands ready to assist in the planning phase of this project as it progresses.

Should you have further questions, please contact Sergeant John Hargraves at (323) 845-0070.

SMS:JRH;jcw

NATIVE AMERICAN HERITAGE COMMISSION

915 CAPITOL MALL, ROOM 364
SACRAMENTO, CA 95814
(916) 663-6251
Fax (916) 657-5390
Web Site www.nahc.ca.gov
da_nahc@pacbell.net



June 10, 2011

Mr. Donald Dean

Community Development Commission**County of Los Angeles**

2 Coral Circle
Monterey Park, CA 91755

Re: SCH#2011051080 CEQA Notice of Completion; proposed Mitigated Negative Declaration for the: "Ujima Village Demotion and Conversion to Park Project;" Located in the vicinity of the unincorporated area of Willowbrook; Los Angeles County, California

Dear Mr. Dean

The Native American Heritage Commission (NAHC), the State of California 'Trustee Agency' for the protection and preservation of Native American cultural resources. The NAHC wishes to comment on the above-referenced proposed Project.

This letter includes state and federal statutes relating to Native American historic properties of religious and cultural significance to American Indian tribes and interested Native American individuals as 'consulting parties' under both state and federal law. State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9.

The California Environmental Quality Act (CEQA – CA Public Resources Code 21000-21177, amendments effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the CEQA Guidelines defines a significant impact on the environment as 'a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ... objects of historic or aesthetic significance.' In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect. The NAHC Sacred Lands File (SLF) search resulted in; **Native American cultural resources were not identified** within the 'area of potential effect (APE), based on the USGS coordinates of the project location provided.

The NAHC 'Sacred Sites,' as defined by the Native American Heritage Commission and the California Legislature in California Public Resources Code §§5097.94(a) and 5097.96. Items in the NAHC Sacred Lands Inventory are confidential and exempt from the Public Records Act pursuant to California Government Code §6254.10.

Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries of cultural resources or burial sites once a project is underway. Culturally affiliated tribes and individuals may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We strongly urge that you

make contact with the list of Native American Contacts on the attached list of Native American contacts, to see if your proposed project might impact Native American cultural resources and to obtain their recommendations concerning the proposed project. Pursuant to C.A Public Resources Code § 5097.95, the NAHC requests that the Native American consulting parties be provided pertinent project information. Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e). Pursuant to CA Public Resources Code §5097.95, the NAHC requests that pertinent project information be provided consulting tribal parties. The NAHC recommends *avoidance* as defined by CEQA Guidelines §15370(a) to pursuing a project that would damage or destroy Native American cultural resources and Section 2183.2 that requires documentation, data recovery of cultural resources.

Furthermore we recommend, also, that you contact the California Historic Resources Information System (CHRIS) California Office of Historic Preservation for pertinent archaeological data within or near the APE, at (916) 445-7000 for the nearest Information Center in order to learn what archaeological fixtures may have been recorded in the APE.

Consultation with tribes and interested Native American consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA (42 U.S.C 4321-43351) and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 *et seq*), 36 CFR Part 800.3 (f) (2) & .5, the President's Council on Environmental Quality (CSQ, 42 U.S.C 4371 *et seq.* and NAGPRA (25 U.S.C. 3001-3013) as appropriate. The 1992 *Secretary of the Interiors Standards for the Treatment of Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful, supportive guides for Section 106 consultation.

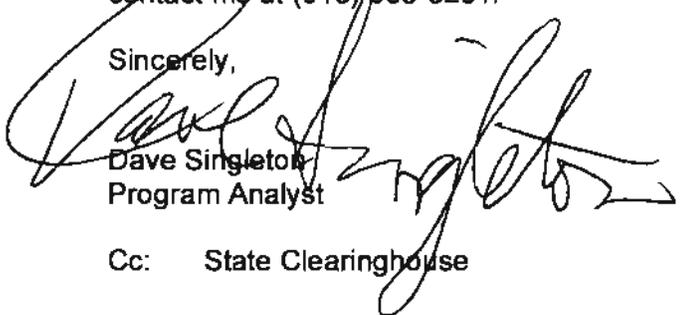
Furthermore, Public Resources Code Section 5097.98, California Government Code §27491 and Health & Safety Code Section 7050.5 provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery'.

To be effective, consultation on specific projects must be the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors, in the opinion of the NAHC. Regarding tribal consultation, a relationship built around regular meetings and informal involvement with local tribes will lead to more qualitative consultation tribal input on specific projects.

The response to this search for Native American cultural resources is conducted in the NAHC Sacred Lands Inventory, established by the California Legislature (CA Public Resources Code 5097.94(a) and is exempt from the CA Public Records Act (c.f. California Government Code 6254.10) although Native Americans on the attached contact list may wish to reveal the nature of identified cultural resources/historic properties. Confidentiality of "historic properties of religious and cultural significance" may also be protected under Section 304 of the NHPA or at the Secretary of the Interior discretion if not eligible for listing on the National Register of Historic Places and there may be sites within the APE eligible for listing on the California Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C., 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APEs and possibility threatened by proposed project activity.

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 553-6251.

Sincerely,


Dave Singleton
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contact List

California Native American Contact List
Los Angeles County
June 10, 2011

LA City/County Native American Indian Comm
Ron Andrade, Director
3175 West 6th St, Rm. 403
Los Angeles , CA 90020
randrade@css.lacounty.gov
(213) 351-5324
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Ti'At Society/Inter-Tribal Council of Pimu
Cindi M. Alvitre, Chairwoman-Manisar
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calvitre@yahoo.com
(714) 504-2468 Cell

Tongva Ancestral Territorial Tribal Nation
John Tommy Rosas, Tribal Admin.
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310-570-6567

Gabrieleno/Tongva San Gabriel Band of Mission
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gtongva@verizon.net
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562-761-6417- fax

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Shoshoneon Gabrieleno Band of Mission Indians
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com
(213) 688-0181 - FAX

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2011051080; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Ujlma Village Demolition and Conversion to Park Project; located south of downtown Los Angeles in the vicinity of the unincorporated Community of Willowbrook; Los Angeles County, California

California Native American Contact List
Los Angeles County
June 10, 2011

Gabriellno-Tongva Tribe
Linda Candelaña, Chairwoman
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760-904-6533-home

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NATIVE AMERICAN HERITAGE COMMISSION

915 CAPITOL MALL, ROOM 384
SACRAMENTO, CA 95814
(916) 853-6261
Fax (916) 657-5390
Web Site www.nahc.ca.gov
e-mail: de_nahc@pacbell.net



August 24, 2011

Mr. Donald Dean

Community Development Commission of Los Angeles County

2 Coral Circle
Monterey Park, CA 91755

Re: SCH#2011051080; Joint NEPA/CEQA Document; proposed CEQA Mitigated Negative Declaration; NEPA draft Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) s list for the "Proposed UJIMA VILLAGE DEMOLITION PROJECT;" located on east 126th Street and Clovis Avenue in the City of Los Angeles; Los Angeles County, California. Project is assisted by the U.S. Department of Housing & Urban Dev.

Dear Mr. Dean:

The Native American Heritage Commission (NAHC) is the California State 'Trustee Agency' pursuant to Public Resources Code §21070 for the protection of California's Native American Cultural Resources. The NAHC is also a 'reviewing agency' for environmental documents prepared under the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 *et seq*), 36 CFR Part 800.3, .5 and are subject to the Tribal and interested Native American consultation as required by the National Historic Preservation Act, as amended (Section 106) (16 U.S.C. 470; Section 106 [f] 110 [f] [k], 304). The provisions of the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 3001-3013) and its implementation (43 CFR Part 10.2), and California Government Code §27491 may apply to this project if Native American human remains are inadvertently discovered.

The NAHC is of the opinion that the federal standards, pursuant to the above-referenced Acts and the Council on Environmental Quality (CSQ; 42 U.S.C. 4371 *et seq*) are similar to and in many cases more stringent with regard to the 'significance' of historic, including Native American items, and archaeological, including Native American items than the California Environmental Quality Act (CEQA.). In most cases, federal environmental policy require that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Statement (EIS).

The NAHC Sacred Lands File (SLF) search resulted in; **Native American cultural resources were not identified (one-half mile radius)** within the 'area of potential effect' (APE).

However, the NAHC Sacred Lands File search is not exhaustive; the absence of surface archaeological features does not indicate that they do not exist at the subsurface level. NAHC "Sacred Sites," are defined by the Native American Heritage Commission and the California Legislature pursuant to California Public Resources Code §§5097.94(a) and 5097.96.

Culturally affiliated tribes are to be consulted to determine possible project impacts. Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries once a project is underway. The NAHC recommends as

part of 'due diligence', that you also contact the nearest Information Center of the California Historical Resources Information System (CHRIS) of the State Historic Preservation Office (SHPO) for other possible recorded sites in or near the APE (contact the California Office of Historic Preservation at 916-445-7000).

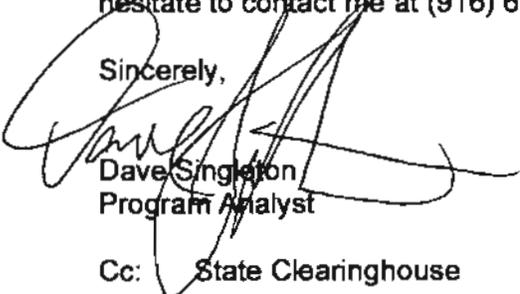
Attached is a list of Native American contacts is attached to assist you that may have knowledge of cultural resources in the project area. It is advisable to contact the persons listed and seek to establish a 'trust' relationship with them; if they cannot supply you with specific information about the impact on cultural resources, they may be able to refer you to another tribe or person knowledgeable of the cultural resources in or near the affected project area.

Lack of surface or subsurface evidence of archeological resources does not preclude the existence of archeological resources. Lead agencies should consider avoidance, in the case of cultural resources that are discovered. A tribe or Native American individual may be the only source of information about a cultural resource; this is consistent with the NHPA (16 U.S.C. 470 *et seq* Sections. 106, 110, and 304) Section 106 Guidelines amended in 2009. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful

NEPA regulations provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery. Even though a discovery may be in federal property, California Government Code §27460 should be followed in the event of an accidental discovery of human remains during any groundbreaking activity; in such cases California Government Code §27491 and California Health & Safety Code §7050.5 may apply.

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

Sincerely,



Dave Singleton
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contacts list for Consultation

California Native American Contact List
Los Angeles County
August 24, 2011

Fernandeno Tataviam Band of Mission Indians
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(818) 837-0796 Fax

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(626) 286-1262 -FAX

Gabrielino Tongva

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Gabrielino Tongva

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Gabrielino Tongva

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Gabrielino

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This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2011051080; Joint NEPA/CEQA Document; Notice of Intent/Notice of Completion; proposed CEQA Mitigated Negative Declaration and draft Environment Assessment (EA) under federal NEPA for the Ujlma Village Demolition Project, Federal HUD-assisted; land includes a Finding of No Significant Impact (FONSI) under NEPA; City of Los Angeles Community Development Commission; Los Angeles County, California.

California Native American Contact List
Los Angeles County
August 24, 2011

Gabriellno-Tongva Tribe
Linda Candelaria, Chairwoman
1875 Century Park East, Suite 1500
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lcandelaria1@gabriellnoTribe.org
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(310) 587-0170 - FAX
760-904-6533-home

Gabrieleno Band of Mission Indians
Andrew Salas, Chaaairperson
P.O. Box 393 Gabrielino Tongva
Covina , CA 91723
(626) 926-4131
gabrilenoindians@yahoo.
com

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This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2011051080; Joint NEPA/CEQA Document; Notice of Intent/Notice of Completion; proposed CEQA Mitigated Negative Declaration and draft Environment Assessment (EA) under federal NEPA for the Ujlma Village Demolition Project, Federal HUD-assisted; land includes a Finding of No Significant Impact (FONSI) under NEPA; City of Los Angeles Community Development Commission; Los Angeles County, California.



California Regional Water Quality Control Board Los Angeles Region



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<http://www.waterboards.ca.gov/losangeles>

Linda S. Adams
Acting Secretary for
Environmental Protection

Edmund G. Brown Jr.
Governor

June 16, 2011

Donald Dean, Environmental Officer
Community Development Commission
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

COMMENTS ON DRAFT MITIGATED NEGATIVE DECLARATION FOR THE UJIMA VILLAGE DEMOLITION AND CONVERSION TO PARK PROJECT - FORMER ATHENS TANK FARM (SCP NO. 0374, SITE ID NO. 2040306)

Dear Mr. Dean:

The Regional Board has received and reviewed the *Draft Mitigated Negative Declaration* (Draft MND) for the Ujima Village Demolition and Conversion to Park Project (hereafter, "proposed project"), dated May 23, 2011, that was prepared by the Community Development Commission of the County of Los Angeles (Commission). Thank you for the opportunity to provide comments on the Draft MND.

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) is the public agency with primary responsibility for the protection of groundwater and surface water quality for all beneficial uses within major portions of Los Angeles and Ventura Counties, including the above-referenced Ujima Village site.

The Regional Board is also the lead agency for the oversight of the environmental investigation and remediation at the former Athens Tank Farm, which includes the Ujima Village site. Environmental investigations conducted to date under the oversight of the Regional Board indicate that the former Athens Tank Farm is contaminated by total petroleum hydrocarbons (TPHs) and other TPH-related pollutants, and such pollutants have impacted the soil and groundwater at the former Athens Tank Farm site. A number of volatile organic compounds (VOCs) associated with petroleum hydrocarbons (e.g., benzene, toluene, ethylbenzene, and xylenes) and methane are also present in the soil vapor at the former Athens Tank Farm site. Accordingly, the Regional Board has the following comments and recommended mitigation measures on the Draft MND.

1. Numerous permanent multi-depth vapor probes and groundwater monitoring wells are currently situated within the Ujima Village site. These probes and wells were installed under the oversight of the Regional Board. The Draft MND is silent with respect to these probes and well. Therefore, the Draft MND shall describe proper preservation of the existing probes and groundwater monitoring wells.
2. On page 6 of the Statutory Checklist, under the HUD Env Standard entitled "Air Quality", the Commission states that temporary air quality impacts may occur during construction phases. As indicated above, the soil and soil vapor at the site is impacted by VOCs and methane. The

California Environmental Protection Agency

“Determination and Compliance Documentation” shall require the following mitigation measures as a part of the proposed project:

- a. The requirement to monitor the air quality of the areas of activity for VOCs, methane, and fugitive dust, consistent with the Occupational Safety and Health Administration (OSHA) and the South Coast Air Quality Management District (SCAQMD);
 - b. Compliance with OSHA requirements to reduce VOC and methane concentrations in the work environment and mitigate exposure to affected media such as air quality; and
 - c. Advance notification to OSHA of the proposed project activities.
3. On the Environmental Assessment Checklist, under the impact category entitled “Effects of Ambient Air Quality on Project and Contribution to Community Air Pollutant Levels” (page 13), the Commission checked the column “No Impact Anticipated”. The Regional Board disagrees with this determination. The proposed demolition activity could impact ambient and indoor air quality of the properties immediately to the south of Ujima Village, primarily to the Day Care Center of the Ujima Housing Corporation Property. In order to protect this sensitive population from potentially harmful impacts of fugitive dust and/or vapor inhalation, the Regional Board recommends that the Commission confer with the property owner and Day Care Center operators on relocation provisions prior to the implementation of the proposed project as a mitigation measure.
4. The Commission proposes preparation of a Soil Management Plan and possible soil removal as mitigation measures to reduce potential impacts associated with petroleum impacted soils and soil vapors. The Commission states that the Soil Management Plan shall be approved by the Regional Board prior to the issuance of a demolition permit. The Regional Board recommends that the Soil Management Plan, at a minimum, contain the following requirements:
- a. Manage impacted soil at the Ujima Village site to: prevent spreading of impacted soil at the site and off the site; prevent discharges of impacted soil to storm drains or other drainage areas; and prevent emissions of dust, VOCs, or methane;
 - b. If impacted soil is removed, transport the impacted soil to an appropriately permitted disposal or recycling facility; and
 - c. Comply with the Los Angeles County Department of Public Works Grading and Landscape Restoration Guidelines.
5. On page 8 of the Statutory Checklist, under the HUD Env Standard entitled “Toxic/Hazardous Radioactive Materials, Contamination, Chemicals or Gases”, the Commission’s discussion on aspects of the Human Health Risk Assessment (HHRA) is misleading. To provide more accurate information, the Regional Board recommends that changes to the following sentence be made, such that it reads as follows: “The HHRA indicates that the onsite soil and soil vapor at shallow depths and indoor air does not adversely impact human health and does not present a significant cancer risk.”

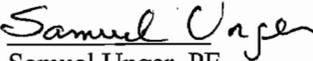
Donald Dean
Community Development Commission

- 3 -

June 16, 2011

We greatly appreciate your consideration of our comments and recommendations. If you have any questions, please contact Dr. Teklewold Ayalew, the Regional Board's project manager, at (213) 576-6743 or tayalew@waterboards.ca.gov, or Ms. Thizar Tintut-Williams, Site Cleanup Unit III Chief, at (213) 576-6723 or twilliams@waterboards.ca.gov.

Sincerely,


Samuel Unger, PE
Executive Officer

cc: Mailing List



Mailing List

Honorable Congresswoman Laura Richardson, US House of Representatives,
California's 37th District
Senator Mark Ridley-Thomas, 26th District, California State Senate
Ms. Jennifer Fordyce, Office of Chief Counsel, State Water Resources Control Board
Mr. Charles H. Williams, U.S. Department of Housing and Urban Development
Mr. John L. Garvin, U.S. Department of Housing and Urban Development
Ms. Janet Golrick, U.S. Department of Housing and Urban Development
Ms. Rania Zabaneh, Department of Toxic Substances Control
Dr. C.Y. Jeng, Department of Toxic Substances Control
Ms. Hannah Chen, LA County Chief Executive Office
Mr. Russ Guiney, Department of Parks and Recreation, Los Angeles County
Ms. DeAnn Johnson, County of Los Angeles – Community Development Commission
Ms. Bobbette Glover, County of Los Angeles – Community Development Commission
Mr. James C. Wilson, Ujima Hosing Corporation
Ms. Susan K. Jones, Honey's Little Angel Day Care
Ms. Phillipa M. Johnson, Drew Head Start
Ms. Lanetta Dobson, Drew Head Start
Mr. Joe Mendoza, Department of Parks and Recreation, Los Angeles County
Mr. Art Jones, Department of Parks and Recreation, Los Angeles County
Mr. John Ziegler, Converse Consultants
Mr. Gary A. Meyer, Esq. Parker, Milliken, Clark, O'Hara & Samuelian
Mr. Ricky Ivie, Ivie McNeil and Wyatt Law Firm
Mr. Dok Choe, Exxon Mobil Corporation
Ms. Celeste Saenz Quiralte, Exxon Mobil Corporation
Ms. Barbara Leatherwood, Exxon Mobil Corporation
Mr. Bill Romanelli, APCO World Wide
Mr. Jeff Parker, Sheppard Mullin/Exxon Mobil
Mr. Russell J. Keenan, Kleinfelder West, Inc.
Mr. Mark E. Pate, Kleinfelder West, Inc.
Mr. Scott D. Dwyer, Kleinfelder West, Inc.
Mr. Walter Hamann, Rincon Consultants
Ms. Susanne Huerta, Aspen Environmental Group
Mr. Shabaka Heru, Society for Positive Action
Mr. Randy A. Hughes, Friends and Neighbors Community Club





California Regional Water Quality Control Board Los Angeles Region



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Matthew Rodriguez
Secretary for
Environmental Protection

Edmund G. Brown Jr.
Governor

August 24, 2011

Donald Dean, Environmental Officer
Community Development Commission
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

COMMENTS ON REVISED DRAFT MITIGATED NEGATIVE DECLARATION AND NOTICE OF COMMENT PERIOD FOR THE UJIMA VILLAGE DEMOLITION PROJECT - FORMER ATHENS TANK FARM (SCP NO. 0374, SITE ID NO. 2040306)

Dear Mr. Dean:

The Regional Water Quality Control Board (Regional Board) has received and reviewed the *Revised Draft Mitigated Negative Declaration* (Revised Draft MND) for the Ujima Village Demolition Project (hereafter, "proposed project"), dated July 25, 2011, that was prepared by the Community Development Commission of the County of Los Angeles (Commission). The Revised Draft MND prepared for this project was originally made available for public comment on May 28, 2011 and Regional Board issued a comment letter dated June 16, 2011. Per the Community Development Commission request, on June 16, 2011 the Regional Board staff met with the Commission's Director, Attorney and Rincon Environmental Consultant and discussed the draft MND.

The revised proposed project is based on a phased approach that involves the demolition of 300 vacant public housing units. This phase of the proposed project would include removing all of the structures on the project site to their foundations that requires the mitigation of lead and asbestos containing building materials. The revised draft MND states that the building foundations and all subsurface structures would remain in place. The second phase of the proposed project is contingent upon approval by the Board of Supervisors and availability of funds, and may include demolition of subsurface structures, remediation of petroleum impacted soils and conversion of the site to parkland.

The Regional Board is also the lead agency for the oversight of the environmental investigation and remediation at the former Athens Tank Farm, which includes the Ujima Village site. Accordingly, the Regional Board reiterates the following comments for your consideration as follows:

1. The Regional Board understands that this phase of the proposed project involves demolition of the residential units that could potentially impact the existing permanent multi-depth vapor probes and groundwater monitoring wells that are situated within the Ujima Village Apartments site. These probes and wells were installed under the oversight of the Regional Board. Therefore, the proposed project should include mitigation measures to preserve the existing probes and groundwater monitoring wells.
2. On Page 11 of the Environmental Assessment Checklist, under "Contribution to Community Noise Levels", the Commission checked the column "Requires Mitigation". The anticipated increase in noise levels could result from the noise producing equipment such as power tools

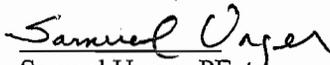
California Environmental Protection Agency

and construction vehicles. The Regional Board staff agrees and recommends real-time noise monitoring that documents noise levels at the site. Noise mitigation measures must be triggered when noise levels at the perimeter exceed the levels provided by the City Noise Ordinance.

3. As discussed in the Regional Board letter dated June 16, 2011, on the Environmental Assessment Checklist, under the impact category entitled "Effects of Ambient Air Quality on Project and Contribution to Community Air Pollutant Levels" (page 12), the Commission checked the column "No Impact Anticipated". The Regional Board disagrees with this determination. Demolition of structures containing asbestos material and lead based paint warrant dust and particulate matter monitoring program, in accordance with Air Quality Management District (AQMD) Rule 403 requirement. The implementation of Rule 403 requires control measures to prevent, reduce, or mitigate fugitive dust emissions from crossing any property line. Any operation which generates fugitive dust is required to comply with AQMD Rule 403.
4. In order to ensure that safe conditions are being maintained for the children and employees of the nearby Day Care Facility from the temporary noise during demolition and potentially harmful impacts of fugitive dust and particulates discussed in items #2 and #3 above, the Regional Board recommends that the Commission confer with the property owners and Day Care Center operators on relocation provisions prior to the implementation of the proposed project as a mitigation measure.

We greatly appreciate your consideration of our comments and recommendations. If you have any questions, please contact Dr. Teklewold Ayalew, the Regional Board's project manager, at (213) 576-6743 or tayalew@waterboards.ca.gov, or Ms. Thizar Tintut-Williams, Site Cleanup Unit III Chief, at (213) 576-6723 or twilliams@waterboards.ca.gov.

Sincerely,


Samuel Unger, PE
Executive Officer

cc: Mailing List

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Honorable Congresswoman Laura Richardson, US House of Representatives,
California's 37th District
Senator Mark Ridley-Thomas, 26th District, California State Senate
Jennifer Fordyce, Office of Chief Counsel, State Water Resources Control Board
Charles H. Williams, U.S. Department of Housing and Urban Development
John L. Garvin, U.S. Department of Housing and Urban Development
Janet Golrick, U.S. Department of Housing and Urban Development
Rania Zabaneh, Department of Toxic Substances Control
C.Y. Jeng, Department of Toxic Substances Control
Hannah Chen, LA County Chief Executive Office
Russ Guiney, Department of Parks and Recreation, Los Angeles County
DeAnn Johnson, County of Los Angeles – Community Development Commission
Bobbette Glover, County of Los Angeles – Community Development Commission
James C. Wilson, Ujima Hosing Corporation
Susan K. Jones, Honey's Little Angel Day Care
Phillipa M. Johnson, Drew Head Start
Lanetta Dobson, Drew Head Start
Joe Mendoza, Department of Parks and Recreation, Los Angeles County
Art Jones, Department of Parks and Recreation, Los Angeles County
John Ziegler, Converse Consultants
Gary A. Meyer, Esq. Parker, Milliken, Clark, O'Hara & Samuelian
Ricky Ivie, Ivie McNeil and Wyatt Law Firm
Dok Choe, Exxon Mobil Corporation
Celeste Saenz Quiralte, Exxon Mobil Corporation
Barbara Leatherwood, Exxon Mobil Corporation
Bill Romanelli, APCO World Wide
Jeff Parker, Sheppard Mullin/Exxon Mobil
Russell J. Keenan, Kleinfelder West, Inc.
Mr. Mark E. Pate, Kleinfelder West, Inc.
Scott D. Dwyer, Kleinfelder West, Inc
Mr. Walter Hamann, Rincon Consultants
Susanne Huerta, Aspen Environmental Group
Shabaka Heru, Society for Positive Action
Randy A. Hughes, Friends and Neighbors Community Club



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 890-4330

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

August 30, 2011

Donald Dean, Environmental Officer
Community Development Commission
2 Coral Circle
Monterey Park, CA 91755-7425

Dear Mr. Dean:

DRAFT MITIGATED NEGATIVE DECLARATION, NOTICE OF COMMENT PERIOD FOR THE UJIMA VILLAGE DEMOLITION AND CONVERSION TO PARK PROJECT, LOS ANGELES COUNTY (FFER #201100085)

The Draft Mitigated Negative Declaration has been reviewed by the 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:

1. We have no comments at this point.

LAND DEVELOPMENT UNIT:

1. The development of this park project must comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows and fire hydrants.
2. The County of Los Angeles Fire Department, Land Development Unit appreciates the opportunity to comment on this project.
3. Provide a list of streets and fire hydrants to be vacated to the Fire Department's Land Development Unit for review.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRWINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

Donald Dean, Environmental Officer
August 30, 2011
Page 2

FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:

1. The statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones or Fire Zone 4, archeological and cultural resources, and the County Oak Tree Ordinance.
2. The areas germane to the statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division have been addressed.

HEALTH HAZARDOUS MATERIALS DIVISION:

1. The Health Hazardous Materials Division has no objection to the proposed project. The subject project is under oversight of Regional Water Quality Control Board and work will be performed with their approval.

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

Very truly yours,



JOHN R. TODD, CHIEF, FORESTRY DIVISION
PREVENTION SERVICES BUREAU

JRT:lj



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

September 7, 2011

Donald Dean, Environmental Officer
County of Los Angeles
Community Development Commission
2 Coral Circle
Monterey Park, CA 91755-7425

Dear Mr. Dean:

REVISED DRAFT MITIGATED NEGATIVE DECLARATION, NOTICE OF COMMENT PERIOD FOR THE UJIMA VILLAGE DEMOLITION PROJECT, LACO (FFER #201100119)

The Revised Draft Mitigated Declaration has been reviewed by the 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:

1. We have no comments at this time.

LAND DEVELOPMENT UNIT:

1. Specific fire and life safety requirements for the construction phase will be addressed at the building fire plan check. There may be additional fire and life safety requirements during this time.
2. When involved with subdivision in a city contracting fire protection with the County of Los Angeles Fire Department, Fire Department requirements for access, fire flows and hydrants are addressed during the subdivision tentative map stage.
3. Fire Department requirements for access, fire flows and hydrants are addressed during the building permit stage.
4. This project does not propose construction of structures or any other improvements at this time. Therefore, until actual construction is proposed the project will not have a significant impact to the Fire Department, Land Development Unit.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRAOBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRWINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWINDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

5. When developing the infrastructure and when actual construction is proposed, the requirements shall be incorporated into the project proposals. Projects must comply with requirements regarding construction, water mains, fire flows, fire hydrants, and access.
6. The statutory responsibilities of the County of Los Angeles Fire Department, 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 water supplies for fire fighting 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, Land Development Unit may also 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.

7. Should any questions arise regarding subdivision, water systems, or access, please contact the County of Los Angeles Fire Department, Land Development Unit Inspector, Claudia Soiza, at (323) 890-4243. The County of Los Angeles Fire Department, Land Development Unit appreciates the opportunity to comment on this project.

FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:

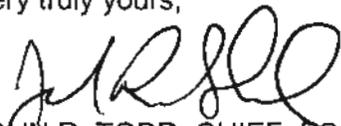
1. The statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones or Fire Zone 4, archeological and cultural resources, and the County Oak Tree Ordinance. Potential impacts in these areas should be addressed.

HEALTH HAZARDOUS MATERIALS DIVISION:

1. The Health Hazardous Materials Division has no objection to the proposed project.

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

Very truly yours,


JOHN R. TODD, CHIEF, FORESTRY DIVISION
PREVENTION SERVICES BUREAU

JRT:lj



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

June 27, 2011

Sent via email: Donald.dean@lacdc.org

Mr. Donald Dean, Environmental Officer
Community Development Commission of the
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755-7425

Dear Mr. ^{Don}Dean.

**COMMENT LETTER ON THE
DRAFT MITIGATED NEGATIVE DECLARATION (MND)
UGIMA VILLAGE DEMOLITION AND CONVERSION TO PARK PROJECT**

Thank you for the opportunity to review this document. As you know, Ugima Village is located adjacent to Ervin "Magic" Johnson County Park. Our comments on the document are as follows.

1. Project Description - If the site is to be scraped "about one foot in depth", will replacement soil be imported so the ground is left level?
2. Since there is no approved development plan in place for the proposed conversion of the property to a park, the analysis of environmental impacts should be limited to the scope of demolition.
3. Mitigation Measure No. 1 Archaeological Resources – It is recommended that an archaeological monitor be present during earth disturbing activities since they would be the only one qualified to determine if an archaeological resource is uncovered.
4. Mitigation Measure No. 5 Soil Removal – Please clarify if it is known that any potential contaminated soil would be within the top twelve inches, which refers to the Project Description where it is stated that the site will be scraped "about one foot in depth".
5. In the event there is soil removal and the property is developed as a park, please provide this office with a copy of all documentation pertaining to the soil removal as well as the Soil Management Plan itself. These records are extremely helpful in the future development of the site.

6. As stated above, Ervin "Magic" Johnson Park is directly adjacent to Ugima Village yet there is no analysis of potential impacts to park patrons during the demolition. Please include a complete analysis of potential impacts on park patrons especially with respect to air quality, noise, demolition related traffic, hazards and hazardous materials.
7. What is the estimated schedule for and duration of demolition?
8. An interim plan for the subject property from the time of demolition to its use as a park needs to be coordinated between the County and CDC.
9. Notification – Please add the following individuals to the project mailing list:

Mr. Russ Guiney, Director
Los Angeles County Department of Parks and Recreation
433 South Vermont Avenue
Los Angeles, CA 90020
rguiney@parks.lacounty.gov

Mr. John Wicker, Chief Deputy Director
Los Angeles County Department of Parks and Recreation
433 South Vermont Avenue
Los Angeles, CA 90020
jwicker@parks.lacounty.gov

Mr. Joe Mendoza, Deputy Director
South County Community Services Agency
Los Angeles County Department of Parks and Recreation
360 West El Segundo Blvd.
Los Angeles, CA 90061-1130
jmendoza@parks.lacounty.gov

Mr. Steve Duron, Regional Operations Manager
South County Community Services Agency
Los Angeles County Department of Parks and Recreation
360 West El Segundo Blvd.
Los Angeles, CA 90061-113
sduron@parks.lacounty.gov

Mr. Donald Dean, Environmental Officer
June 27, 2011
Page 3

Ms. Norma E. Garcia, Deputy Director
Planning and Development Agency
Los Angeles County Department of Parks and Recreation
510 South Vermont Avenue, Room 201
Los Angeles, CA 90020
negarcia@parks.lacounty.gov

Mr. James Barber, Section Head
Land Acquisition/Obligations
Planning and Development Agency
Los Angeles County Department of Parks and Recreation
510 South Vermont Avenue, Room 201
Los Angeles, CA 90020
jbarber@parks.lacounty.gov

Mr. Bryan Moscardini, Departmental Facilities Planner I
Planning and Development Agency
Los Angeles County Department of Parks and Recreation
510 South Vermont Avenue, Room 201
Los Angeles, CA 90020
bmosccardini@parks.lacounty.gov

For your convenience, I have included the email addresses for those additions to the project mailing list. Please feel free to email any project notification directly to me and the individuals listed above.

If you have any questions concerning these comments, please contact me at 213-351-5126 or by email at jrupert@parks.lacounty.gov.

Sincerely,



Joan A. Rupert
Section Head
Environmental and Regulatory Permitting

Ugima MND Comments.doc

C: Parks and Recreation (R. Guiney, J. Wicker, J. Mendoza, S. Duron, N.E. Garcia, J. Barber, B. Moscardini)



COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

August 25, 2011

sent via email: Donald.dean@lacdc.org

Mr. Donald Dean, Environmental Officer
Community Development Commission
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755-7425


Dear Mr. Dean:

**COMMENT LETTER ON THE DRAFT MITIGATED NEGATIVE DECLARATION (MND)
FOR THE UJIMA VILLAGE DEMOLITION PROJECT**

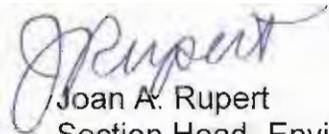
Thank you for the opportunity to review this document. As you know, Ujima Village is located adjacent to Earvin "Magic" Johnson County Park. Our comments on the document are follows:

1. Air quality mitigation measures should employ all those prescribed in the South Coast Air Quality Management District Rule 403 for Fugitive Dust, including covering of trucks with a tarp or fabric.
2. Noise Level Calculation estimates provided in the document only produce an anticipated 59 dBA. There is no further analysis or mitigation measure for anticipated demolition noise levels above the estimated ambient levels.
3. The checklist within the document states that construction noise restriction hours as 8:00pm-6:30am. County Code 12.08.440 restricts generation of construction noise between 7:00 p.m. and 7:00 a.m.
4. It is requested that no more than fifty percent of demolition material export (or truck trips) are to be transported via Wadsworth Ave, which is adjacent to the park.
5. Please provide the estimated schedule for and duration of demolition.
6. In addition to the existing fencing, the demolition site should be screened from the public view.

Mr. Dean
Page 2
August 25, 2011

Thank you for including this Department in the review of this notice. If we may be of further assistance, please contact me at (213) 351-5126 or jrupert@parks.lacounty.gov.

Sincerely,

A handwritten signature in blue ink that reads "JRupert". The signature is written in a cursive, flowing style.

Joan A. Rupert
Section Head- Environmental and Regulatory Permitting

JR/bm:(G:PND/Sections/ENV/Non-Park/ENVDocRev/Comment Archive11-2001to present/comment-CDC-UjimaDemo)

C: Parks and Recreation (R. Guiney, J. Wicker, J. Mendoza, S. Duron, N.E. Garcia, L. Hensley, J. Barber, B. Moscardini)

Ujima Village Demolition
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Asbestos Abatement							
Prior to any demolition, onsite structures that contain asbestos must have the asbestos-containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos-containing material removed from onsite structures shall be transported by persons licensed to handle asbestos-containing materials and shall be disposed at a licensed receiving facility under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos-containing material removed, and where the material was disposed. This report shall include transportation and disposal manifests or weight tickets.	Asbestos abatement report prepared and submitted to CDC following abatement	After abatement is completed	Once	CDC			

Key: CDC – Los Angeles County Community Development Commission

Ujima Village Demolition
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date Comments
Lead-Based Paint Removal						
<p>I Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead-based paint abatement, the leadbased paint consultant shall provide a report documenting the abatement procedures used, the volume of lead-based paint removed, where the material was moved to, and include transportation and disposal manifests or weight tickets.</p>	<p>Lead paint abatement report submitted to CDC following abatement</p>	<p>After abatement is completed</p>	<p>Once</p>	<p>CDC</p>		
Soil Management Plan						

Key: CDC – Los Angeles County Community Development Commission

Ujima Village Demolition
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
Prior to future project phases a Soil Management Plan shall be prepared that addresses the procedures that shall occur during demolition of subsurface structures, removal of impacted soils, if required, and site grading. The Soil Management Plan must also identify measures to protect sensitive receptors near the project site, including the day care center to the south of the project site, from potential air quality impacts. The Soil Management Plan shall be prepared with the input and approval of the Regional Water Quality Control Board.	Review and approval of Soil Management Plan	Prior to future project phases	Once	CDC		
Archaeological Resources						
<p>1. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.</p> <p>2. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.</p>	Field verification during construction	Throughout construction	Periodically during construction	CDC		
Additional Modifications						

Key: CDC – Los Angeles County Community Development Commission

Ujima Village Demolition
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission of the County of Los Angeles.							

Key: CDC – Los Angeles County Community Development Commission

PARTIAL SETTLEMENT AGREEMENT

This Agreement is made and entered into as of the date of the last signature below and is by and between: the Housing Authority of the County of Los Angeles (“HACoLA”) and the Secretary of the Department of Housing and Urban Development (“HUD”), hereinafter collectively referred to as the “Parties,” unless otherwise referenced herein.

The Parties have disagreed concerning the scope of HUD’s duty to indemnify HACoLA for matters related to possible environmental contamination at the Ujima Village Apartments. The Parties have also disagreed concerning the fate of money remaining in the Project’s Reserve for Replacement Account. It is hereby agreed by and between the Parties as follows:

DEFINITIONS

The following definitions apply throughout this Agreement:

1. “Agreement” means this document. When not capitalized the term “agreement” can refer to any agreement as understood in context.
2. “Business Day(s)” means any day other than a Saturday, a Sunday, a federal holiday or other day on which the federal government by law or executive order is closed, or a day on which banking institutions in Los Angeles County or California are authorized or obligated by law or executive order to remain closed.
3. “CDC” means the Community Development Commission of the County of Los Angeles.
4. “Contract of Sale” means the August 11, 1995 agreement between HACoLA and HUD referred to in Paragraph 23.
5. “Demolition Contract” means HACoLA’s contract for services to demolish and remove the physical structures that comprise the Project.
6. “Demolition Costs” means all costs associated with the demolition and removal of the physical structures that comprise the Project, including but not limited to costs reflected in the Demolition Contract.
7. “Effective Date” means the date of the last Party signature on the final page of this Agreement.
8. “ExxonMobil” means ExxonMobil Oil Corporation.
9. “HACoLA” means the Housing Authority of the County of Los Angeles, and its respective agents, officers, directors, employees, subcontractors, sureties, consultants, servants, executors, heirs, administrators, predecessors-in-interest,

successors-in-interest, partners, parent entities, subsidiaries, affiliates, successors, and assigns.

10. “HUD” means the Secretary of the Department of Housing and Urban Development, the United States Department of Housing and Urban Development, and its respective agents, officers, directors, employees, subcontractors, sureties, consultants, servants, executors, heirs, administrators, predecessors-in-interest, successors-in-interest, partners, parent entities, subsidiaries, affiliates, successors, and assigns.
11. “Indemnification Agreement” means the agreement reflected in Paragraph 7 of the Contract of Sale.
12. “Parties” means HACoLA and HUD, including their successors and assigns.
13. “Party” means either one of the Parties, that is, either HACoLA or HUD.
14. “Project” means the Ujima Village Apartments – FHA Project No. 122-58509.
15. “Security Costs” means all costs related to securing the Site/Project, including but not limited to, expenses associated with private security systems, personnel and contractors retained to monitor and patrol the Site, and fencing around the Site.
16. “Settlement Funds” or “Funds” means the balance of principal and interest remaining in the account that was used as the Project’s Reserve for Replacement Account during the term of the housing assistance payments (“HAP”) contract. In accordance with Paragraph 28 below, the Reserve for Replacement Account will be terminated immediately upon the release of the Settlement Funds out of that account.
17. “Site” means the property on which the Project was built.
18. “Tort Claims” means the administrative and judicial tort claims, referred to in Paragraph 25 of this Agreement, against various defendants including HACoLA.
19. “Water Board” means the Los Angeles Regional Water Quality Control Board.

RECITATIONS

20. From 1926 to 1963, the Site was operated as an oil storage tank farm known as the Athens Tank Farm.
21. The Site was owned and operated by General Petroleum Corporation, which was later acquired by Mobil Oil Corporation, currently known as ExxonMobil. The oil storage facilities were removed from the Site between 1962 and 1964.

22. The 300-unit Project was built on a portion of the Site in the early 1970s and was held subject to an FHA-insured mortgage loan. After the owner defaulted on the loan payments, HUD accepted assignment of the loan and subsequently became owner of the Project.
23. On August 11, 1995, the Parties executed a Contract of Sale. Paragraph 7 of the Contract of Sale contains an agreement by HUD to indemnify HACoLA for certain costs arising out of or in connection with the Site's past use as an oil storage tank farm. The closing for the sale of the Project from HUD to HACoLA occurred on August 26, 1995.
24. In a November 14, 2007 letter to the CDC and ExxonMobil, the Water Board ordered HACoLA and ExxonMobil to complete environmental investigation, assessment, monitoring, and cleanup, if necessary, at the Site.
25. From late 2009 through the present, current and former Project tenants, as well as individuals residing and/or working within close proximity to the Project, filed administrative tort claims against HACoLA, among others, collectively claiming, *inter alia*, personal injury, wrongful death, and monetary damages. These complainants subsequently filed two suits in state court, namely *Doris Alexander, et al. v. Exxon, et al.*, Super. Ct. Cal., County of Los Angeles, Case No. BC435640, and *Foxy Davis, et al. v. ExxonMobil Oil Corporation, et al.*, Super. Ct. Cal., County of Los Angeles, Case No. BC460123. The two cases have been consolidated, and are proceeding *sub nom Alexander v. Exxon*, Case No. BC435640 ("Tort Claims").
26. By a letter dated November 16, 2009, from Carol J. Galante, HUD Deputy Assistant Secretary for Multifamily Housing Programs to Sean Rogan, Executive Director of HACoLA, HUD approved, among other things, HACoLA's decision to demolish the buildings and use the Site as open space, subject to certain conditions outlined in said letter.
27. The balance of the Settlement Funds as of _____ [the Effective Date of Withdrawal] was \$_____. This balance includes both principal and interest.

TERMS OF AGREEMENT

In consideration of the foregoing representations and the following mutual covenants, promises, and agreements, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, with the intent to be legally bound, agree as follows:

28. After HACoLA satisfies its obligations in Paragraphs 29 and 30, HUD will release the Settlement Funds to HACoLA as provided in Paragraph 30 below, and terminate the Project's Reserve for Replacement Account.

29. Prior to release of the Funds, HACoLA must provide HUD with satisfactory evidence that the total Demolition Costs under the Demolition Contract will equal or exceed the total amount of the Settlement Funds.
30. Subject to the conditions discussed below, HUD will release the Funds in the following manner:
 - a. HACoLA will submit to HUD a Demolition Contract setting forth in detail all work to be performed thereunder, including an itemized explanation of the costs under the Demolition Contract.
 - b. HUD reserves the right to reject the proposed Demolition Contract if any provision of the Demolition Contract does not comply with any term of this Agreement, including the requirement to use the Funds solely for Demolition Costs. In the event that HUD rejects the Demolition Contract, HUD shall not incur any liability for having rejected the Demolition Contract.
 - c. HUD's acceptance of the Demolition Contract shall be a condition precedent to the release of the Funds pursuant to this Agreement.
 - d. HUD's acceptance of the Demolition Contract does not excuse HACoLA from obtaining any other required approvals from other HUD offices, or from complying with any other legal or administrative provisions.
 - e. HACoLA will provide HUD with timely copies of any and all change orders to the Demolition Contract as they are adopted.
 - f. If HUD accepts the Demolition Contract, upon receipt of a copy of the executed Demolition Contract, HUD will authorize release of the amount of Funds required for Demolition Costs under the Demolition Contract, up to, but not exceeding, the amount of the Settlement Funds in Paragraph 27 of this Agreement. HUD will carry out this provision by authorizing release of the balance of the Settlement Funds in the form of one lump-sum payment to HACoLA, provided the executed Demolition Contract is identical to the Demolition Contract that HUD accepted.
 - g. Even if total costs, including Demolition Costs, under the accepted Demolition Contract exceed the balance of the Settlement Funds, as stated in Paragraph 27 of this Agreement, HUD shall not be liable, under any theory, for any such costs. The Parties agree that HUD's obligations under this Agreement are limited to those stated in Paragraphs 28 and 30.
 - h. Under no circumstance shall HUD incur any liability related to Demolition Costs or Security Costs.
 - i. HACoLA accepts full and sole responsibility for soliciting a Demolition Contract and submitting an acceptable Demolition Contract to HUD.

HUD has no relationship with or liability to any contractors or entities bidding on contracts with HACoLA or the County of Los Angeles.

- j. In the event that HUD rejects the Demolition Contract, HACoLA must submit a new or revised Demolition Contract to HUD. HUD agrees that any rejection of the Demolition Contract must be prior to its execution. HACoLA agrees it will not execute the Demolition Contract until after HUD accepts the Demolition Contract.
31. Failure to submit a Demolition Contract that is acceptable to HUD within one hundred and twenty (120) calendar days of the Effective Date of this Agreement will result in HACoLA's forfeiture of any and all existing or potential claims for the Settlement Funds, notwithstanding any other provisions of this Agreement. As stated in Paragraph 36, forfeiture under this Paragraph shall be independent of and have no effect upon Paragraph 34, in which HACoLA waives claims related to Security Costs and Demolition Costs. This waiver shall remain effective. As stated in Paragraph 36, forfeiture under this Paragraph shall be independent of and have no effect upon Paragraph 35, in which HACoLA waives claims related to the Project's Reserve for Replacement Account. This waiver shall remain effective. HUD reserves the right to inspect the Site before and after demolition.
32. HACoLA agrees to conduct demolition of the Project in accordance with all federal, state, local, and other applicable laws, including environmental requirements.
33. Notwithstanding any other provision of this Agreement, upon signing this Agreement, HACoLA waives any and all existing and future claims against HUD related to the Project's Reserve for Replacement Account.
34. Notwithstanding any other provision of this Agreement, upon signing this Agreement, HACoLA waives any and all existing and future claims against HUD for Demolition Costs and Security Costs, as defined above.
35. HACoLA's forfeiture of Funds under any Paragraph of this Agreement shall be independent of and have no effect upon HACoLA's waiver of claims in Paragraphs 34 and 35.
36. Nothing contained in this Agreement shall serve to waive or release any claims under the Indemnification Agreement in the Contract of Sale, except claims against HUD relating to Security Costs and Demolition Costs.
37. HACoLA shall use all of the Funds received under Paragraph 30 of this Agreement solely for Demolition Costs as reflected in the accepted Demolition Contract. In the event that HACoLA fails to use any or all of the Funds within nine (9) months of the Effective Date of this Agreement, subject to two reasonable extensions, which HUD may grant at HUD's sole discretion, HACoLA shall return to HUD the unspent portion of the Funds. HUD will provide HACoLA with wiring instructions for returning the unspent Funds to HUD.

38. In the event of a default under either Paragraph 31 or Paragraph 37 of this Agreement, HACoLA may petition HUD for receipt of such Funds for reimbursement of Demolition Costs after demolition is completed. HUD will have sole discretion to approve or deny HACoLA's petition which HACoLA must submit within five (5) years of the Effective Date. If HUD, in its sole discretion, decides to approve the petition, HUD will release the Funds to HACoLA. Funds returned to HUD pursuant to paragraphs 31 or 37, will not accrue interest during the interim, and, under no circumstances would HUD release more than the amount of the returned Funds.
39. If HUD determines that HACoLA has used any portion of the Funds for an unauthorized expense, HUD shall instruct HACoLA to immediately return the amount of the unauthorized expense to HUD. In addition, HACoLA shall pay HUD interest on the amount of the unauthorized expense(s) at the rates provided in 41 U.S.C. § 7109, computed from the date HUD authorizes release of the Funds to HACoLA. Amounts returned to HUD due to misuse of Funds are deemed forfeited. HUD will provide HACoLA with wiring instructions for returning to requisite amounts (including interest when applicable) to HUD.
40. HACoLA shall submit to HUD reports containing itemized accountings of HACoLA's use of the Funds for Demolition Costs to date and copies of any and all change orders to the Demolition Contract. Such reports shall be due ninety (90) calendar days after the Effective Date of this Agreement, and every thirty (30) calendar days thereafter. Such reporting requirements shall terminate following full performance of the Demolition Contract, or the return of Funds to HUD pursuant to Paragraph 38 of this Agreement, whichever occurs first.
41. HACoLA shall also provide to HUD, within sixty (60) calendar days following full and final expenditure of the Funds received under this Agreement, an itemized accounting of HACoLA's use of said Funds.
42. Notwithstanding any other provision of this Agreement, the Parties make no agreement and expressly reserve any final determination as to whether HUD must indemnify HACoLA for any damages and/or fee award(s) for any other reason, including as a result of any possible finding of liability to third parties, including possible liability decisions in the Tort Claims.
43. Notwithstanding any other provision of this Agreement, the Parties agree that this Agreement does not modify or alter HACoLA's obligations to HUD under the U.S. Housing Act of 1937, the National Housing Act, or under any other statutes, regulations, HUD administrative requirements, agreements, contracts, or covenants with HUD relating to the Project, including but not limited to, the Contract of Sale, the Project's Housing Assistance Payments contract, or any restrictive covenant recorded against any portion of the Site. HUD reserves all rights against HACoLA with respect to enforcing the terms and provisions of any agreement or contract between the Parties relating to the Project. HUD acknowledges that it has conditionally approved HACoLA's request for the

change in use of the site from affordable housing to open space, as stated in Paragraph 26 of this Agreement.

44. Notwithstanding any other provision of this Agreement, the Parties agree that nothing in this Agreement modifies or alters the scope or limitations of the indemnification provided in the Indemnification Agreement.
45. This Agreement shall not be construed as an admission of HUD's liability for indemnification. HUD has not previously admitted and does not now admit any liability under the Indemnification Agreement. HUD reserves all rights with respect to the ultimate determination of HUD's duty to provide indemnification for any of HACoLA's claims for costs under the Indemnification Agreement, including those already paid.
46. HUD's financial obligation under this Agreement is limited to the Settlement Funds in existence as of the date of disbursement pursuant to Paragraph 30. This Agreement does not require or impose any obligations upon appropriations from Congress, any terms in the Demolition Contract potentially to the contrary notwithstanding.
47. HUD's duties under this Agreement are subject to the existence of statutory authority to engage in the acts necessary to perform its obligations.
48. HACoLA warrants and represents that it has not made any assignment or transfer, or attempt at assignment or transfer, of all or any part of its rights arising out of or relating to the Indemnification Agreement in the Contract of Sale. HACoLA acknowledges that any such assignment or transfer without prior, written consent from HUD would be void *ab initio*. In the event that HUD determines that any such assignment or transfer, or any attempt at assignment or transfer, has occurred, HACoLA shall promptly refund to HUD any Funds received pursuant to this Agreement, together with interest thereon at the rates provided in 41 U.S.C. § 7109, computed from the date HUD authorizes the release of such Funds to HACoLA. In the event that HUD determines that a violation of this Paragraph has occurred, HUD will provide HACoLA with wiring instructions for returning to HUD the Funds plus any interest owed under this Paragraph. Notwithstanding the above, HACoLA is not precluded from using the Funds to compensate a third party pursuant to the Demolition Contract, as authorized by this Agreement.
49. The Parties have entered this Agreement for the sole purpose of settling the dispute between the Parties pertaining to HACoLA's claims for: (1) money from the Project's Reserve for Replacement Account; and (2) indemnification of Security Costs and Demolition Costs pursuant to the Indemnification Agreement. The Parties have not entered this Agreement for any other purpose. Neither this Agreement, nor any negotiations preceding its execution, shall be construed as, deemed to be, or used as, evidence or as an admission on the part of any of the Parties of any liability or wrongdoing, and shall not be offered or received into evidence as any such admission. This Agreement may be used as evidence only

in any subsequent proceeding in which one Party alleges that the other Party has breached this Agreement.

50. This Agreement constitutes a complete integration of the entire agreement and understanding between the Parties with respect to the provisions herein; this Agreement supersedes any and all prior oral representations, written representations, understandings, and agreements among or between the Parties with respect to the provisions herein.
51. This Agreement has no third-party beneficiaries, and nothing in this Agreement shall be construed to create any enforceable rights in any third party.
52. Each person signing this Agreement on behalf of any of the Parties individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
53. The Parties agree that they are entering into and executing this Agreement voluntarily with full understanding of all aspects of this Agreement.
54. This Agreement may not be amended or modified, nor shall any provision herein be waived, except by an instrument in writing signed by all the Parties. This Agreement shall be binding on and inure to the benefit of the Parties.
55. This Agreement shall be governed by and construed in accordance with substantive Federal law.
56. Nothing in this Agreement shall be construed to impose upon HUD or the United States any duty, obligation, or requirement, the performance of which would be inconsistent with Federal statutes, Federal regulations, or other HUD rights or obligations in effect now or at the time of such performance.
57. Subject to the Federal Supremacy Clause of the United States Constitution, Article VI, Clause 2, this Agreement shall not be construed to impose upon HACoLA any duty, obligation, or requirement, the performance of which would be inconsistent with Federal and California law, in effect now or at the time of such performance.
58. This Agreement relates only to the Parties. The provisions of this Agreement shall not apply to or bind other Federal or State agencies.
59. This Agreement is in no way related to or concerned with income or other taxes for which HACoLA is now liable or may become liable in the future as a result of this Agreement.
60. The failure of one Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive

that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

61. This Agreement may not be more strictly construed against any Party.
62. HUD's obligations under this Agreement, as specified at Paragraphs 28 and 30, shall terminate thirty (30) Business Days after the earlier of either (a) HUD's authorization of the release of the Funds pursuant to Paragraph 30, or (b) HUD's determination that HACoLA has forfeited any claim to the Funds pursuant to any Paragraph of this Agreement.
63. The Parties may execute this Agreement on a single document or on identical counterparts. In the event that the Parties sign identical counterparts, the final Agreement must include the identical counterparts so as to include the signatures of all Parties. Facsimile signatures, including in portable document format (a.k.a. "PDF"), shall be deemed originals for purposes of facilitating the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year below written.

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

By: _____

Print Name: _____

Title: _____

Dated: _____

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____

Print Name: _____

Title: _____

Dated: _____