



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: December 17, 2025

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: Tami Omoto-Frias, 1st Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 359163428# or [Click here to join the meeting](#)

Teams Meeting ID: 296 429 091 989 41

Passcode: jZ9Ch2sJ

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov.

Members of the Public may address the Operations Cluster on
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO
UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S):

[Any informational item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]

A) Board Letter:

LICENSE AGREEMENT

NORTHEAST VALLEY HEALTH CORPORATION

23740-23757 VALENCIA BOULEVARD, SANTA CLARITA

CEO/RE - Michael G. Rodriguez, Section Chief, County-owned

B) Board Letter:

FIVE-YEAR AND FOUR-MONTH LEASE
DEPARTMENT OF PUBLIC HEALTH
1000 SOUTH FREMONT AVENUE, ALHAMBRA
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

C) Board Letter:

FIVE-YEAR AND FOUR-MONTH LEASE
DEPARTMENT OF PUBLIC WORKS
1000 SOUTH FREMONT AVENUE, ALHAMBRA
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

3. BOARD MOTION ITEM(S):

None.

4. DISCUSSION/PRESENTATION ITEM(S):

A) Board Letter:

LA COUNTY MUSEUM OF NATURAL HISTORY
LA BREA TAR PITS MASTER PLAN REVISED PROJECT
CERTIFY ADDENDUM NO. 1 TO THE 2025 FINAL ENVIRONMENTAL IMPACT
REPORT; ADOPT THE REVISED FINDINGS OF FACT AND STATEMENT OF
OVERRIDING CONSIDERATIONS; APPROVE THE REVISED PROJECT; AND
APPROVE IMPLEMENTATION OF PHASE ONE OF THE REVISED PROJECT
NHM - Leslie Negritto, Chief Financial Officer and
Chebon Marshall, Chief of Staff & Chief Operating Officer

B) Board Letter:

APPROVAL OF FUNDS FROM THE COUNTY'S INFORMATION TECHNOLOGY
FUND FOR THE IMPLEMENTATION OF AN ENTERPRISE EMPLOYEE
ONBOARDING
DHR – Roozan Zarifian, Departmental Chief Information Officer

C) Board Memo:

NOTIFICATION OF INTENT TO ENTER INTO NEW SOLE SOURCE
NEGOTIATIONSWITH THE WARRIOR HERITAGE FOUNDATION FOR THE
IMPLEMENTATION OF A CULTURAL PRESERVATION INITIATIVE
MVA/CIO - Jim Zenner, Director and Allen Ochoa, Interim Chief Deputy

D) Board Letter:

COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE
FISCAL YEAR 2025-2026 SUPPLEMENTAL BUDGET AND OTHER
CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASS - Jennifer Revuelta, Principal Analyst

E) Board Letter:

GOVERNANCE REFORM TASK FORCE PROPOSED RECOMMENDATIONS FOR
DEPARTMENTS TO PRESENT THEIR BUDGET REQUESTS IN A PUBLIC BOARD
MEETING

GRTF - Nancy Yap, Chair Pro Tem, Sara Sadhwani, Member, and
Julia Mockeridge, Member
EO - Shadi Kardan, Assistant Executive Officer

5. PUBLIC COMMENT

6. NOTICE OF CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

XJ Grand Hotel LLC, et al. v. County of Los Angeles, et al.
Los Angeles Superior Court Case No. 22STCV09617

County Department: Chief Executive Office - Homeless Initiative

7. ADJOURNMENT

UPCOMING ITEMS FOR DECEMBER 24, 2025:

None.

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE
OPERATIONS CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL
AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET1

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/17/2025	
BOARD MEETING DATE	1/6/2026	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☒ 5 th	
DEPARTMENT(S)	Chief Executive Office (CEO-Real Estate Division); DHS	
SUBJECT	License Agreement with Northeast Valley Health Corporation at County-owned Santa Clarita Government Center	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: NEVHC will pay \$14,422 per month rent plus a 3% annual escalation. NEVHC will be responsible for its proportionate share of operating expenses, maintenance, and utilities	Funding source: N/A
	TERMS (if applicable): The license agreement will be for a four years and six months term with no option to extend.	
	Explanation: NEVHC will be responsible for its proportionate share of operating expenses, maintenance, and utilities	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize the execution of a license agreement between NEVHC and the County to allow NEVHC to continue to operate a health care clinic for County Owned property 23740-23757 Valencia Blvd, Santa Clarita.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Since 1995, NEVHC has been located at the Property and assumed operations of Department of Health Service's health-care related services when the County privatized some of its health centers to balance its budget. NEVHC has operated at this location under an agreement with DHS where they were able to provide health care services to the public from this Property under public private partnership agreements, and most recently a DHS MyHealthLA agreement.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Michael G. Rodriguez Section Chief, County-owned CEO Real Estate Division 213-974-4246 mgrodriguez@ceo.lacounty.gov	



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

January 6, 2026

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

Dear Supervisors:

**LICENSE AGREEMENT
NORTHEAST VALLEY HEALTH CORPORATION
23740-23757 VALENCIA BOULEVARD, SANTA CLARITA
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed license agreement (License) not to exceed five years to license the use of 6,708 square feet of medical office space located at 23740-23757 Valencia Boulevard, Santa Clarita (Property) for the Northeast Valley Health Corporation (NEVHC).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed License is categorically exempt from the California Environmental Quality Act (CEQA) for reasons stated in this letter.
2. Find that pursuant to Government Code Section 26227, the recommended action to authorize execution of the proposed License will serve a public purpose and will make available Los Angeles County (County) real property not needed for County purposes, to be used to carry out programs in the best interests of the County and to the general public.

3. Find that the services to be provided by NEVHC on the Property, consisting of health care-related services, are necessary to meet the social needs of the County and serve public purposes that benefit the County.
4. Authorize the Acting Chief Executive Officer, or his designee, to execute the proposed License, in a form approved by County Counsel, with NEVHC.
5. Authorize and direct the Acting Chief Executive Officer, or his designee, to execute any other ancillary documentation, approved as to form by County Counsel, necessary to effectuate and implement the proposed License, including, without limitation, documents to amend, renew, or terminate the proposed License.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter into a proposed License, as Enclosure A, with NEVHC, for a term not to exceed five years. The base rental costs shall be \$14,422.20 per month, with annual three percent rental increases.

The Property consists of a 6,708 square foot building located within the Property, otherwise referred to as the Santa Clarita Government Center, which contains various County departments that serve the public. NEVHC needs the proposed License to continue to operate the Valencia Health Center at this County-owned site. Prior to NEVHC utilizing the Property, the Department of Health Services (DHS) used the Property for health-care related services.

Since 1995, NEVHC has been located at the Property and assumed operations of DHS' health-care related services when the County privatized some of its health centers to balance its budget. NEVHC has operated at this location under an agreement with DHS where they were able to provide health care services to the public from this Property under public private partnership agreements, and most recently a DHS MyHealthLA agreement. In 2024, NEVHC provided 12,467 health care visits (4,901 adult medicine, 3,645 Women's Health and 3,921 Pediatrics visits) for 3,749 low-income patients at the Property. NEVHC continues to occupy and provide much needed health care services and would like to enter into a new license agreement with the County so that it can continue providing services to the community. The services provided by NEVHC to the local community are necessary to meet the social needs of the County and serve public services which benefit the County.

NEVHC was incorporated as a 501(c)(3) non-profit Joint Commission accredited Federally Qualified Health Center in 1971 that has been providing health care services to the public since its founding. NEVHC provides quality, safe, and comprehensive primary health care to medically underserved residents of Los Angeles County Service Planning Area (SPA) 2, in the San Fernando and Santa Clarita valleys.

In addition to paying rent, NEVHC is responsible for its proportionate share of operating expenses, maintenance, and utilities.

DHS is the proprietor department of the Property and supports the recommended approval of the proposed License on the terms indicated herein.

Implementation of Strategic Plan Goals

The proposed License with NEVHC supports the Countywide Strategic Plan North Star 1 – “Make Investments That Transform Lives” – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

The Countywide Strategic Plan North Star 3 – “Realize Tomorrow’s Government Today” – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed License is also consistent with the Strategic Asset Management Goal Strengthen connection between service priorities and asset decisions and Key Objective No. 4 and Guide Strategic Decision- Making.

The proposed License supports the above goals and objective by allowing the use of County property by a non-profit health care services provider for the benefit of the local community requiring health care services.

FISCAL IMPACT/FINANCING

Under the proposed License, NEVHC will pay the County a market rental rate of \$14,422.20 per month, which has been validated based on rental comps in the Santa Clarita area for medical office space. Additionally, NEVHC will be responsible for their proportionate share of costs including operating expenses, maintenance, and utilities. It will be to the County’s benefit to generate revenue from this County asset and have the licensee responsible for recurring costs to maintain the property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed License includes the following terms:

- The proposed License will expire on June 1, 2030

- Either party has the right to terminate the proposed License early, with 30 days' advance written notice.
- Annual rent is \$14,422.20 per month with three percent annual escalations
- Licensee shall be responsible for its pro rata share of common area costs, as well as costs to secure, operate and maintain the premises.
- Licensee shall have use of 31 parking spaces on a first-come, first-served basis.

Pursuant to Government Code Section 26227, your Board of Supervisor's (Board) may make available real property not needed for County purposes to non-profit entities for the operation of programs which serve public purposes and are necessary to meet the social needs of the populace of the County. NEVHC, a 501(c)(3) non-profit service provider will continue to operate a health care program from the Property to meet the needs of the local population of the County.

County Counsel has approved the proposed License as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed License is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continuing operations of the nonprofit organization should not have any impact on current County services.

The Honorable Board of Supervisors
January 6, 2026
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Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:MGR:RH:ja

Enclosure

c: Executive Office, Board of Supervisors
 County Counsel
 Auditor-Controller
 Health Services

EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2025 (Effective Date"), by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("Licensor" or "County") and NORTHEAST VALLEY HEALTH CORPORATION ("Licensee").

RECITALS:

A. **WHEREAS**, County is the owner of certain real property more commonly known as the Santa Clarita Government Center ("Center") located at 23740-23757 Valencia Blvd, Santa Clarita, CA 91355, also known as a portion of Assessor's Parcel Numbers 2861-009-901, 2861-009-908, and 2861-009-909, improved with various one-story buildings, and adjacent surface parking lots on County-owned land, and County is authorized to grant a license for use of a portion of the Center pursuant to Gov. Code sections 25537 and 26227; and

B. **WHEREAS**, the County's Valencia Health Center occupies space in one of the buildings ("Building") located within the Center at 23763 Valencia Blvd., Santa Clarita, and contains approximately 6,708 square feet of medical office space (the "Property") and adjacent parking lots for use by the public and the County (the "Parking"), as further depicted on the Site Plan attached hereto as Exhibit "A".

C. **WHEREAS**, the County, through the County's Department of Health Services, previously entered into a My Health LA Program Services Agreement ("Agreement") with Licensee to operate a medical clinic on a portion of the Property, with said Agreement having an expiration date of January 31, 2024, and while the Agreement terminated, Licensee has continued to use the Property to provide health care related services at sufferance; and

D. **WHEREAS**, Licensee desires to use said Property, during the term, as described herein for the purposes of providing health care related services; and

E. **WHEREAS**, County wishes to grant a License to Licensee upon the following terms and conditions.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA AND USE

1.1 Licensed Area. County hereby provides an exclusive License to Licensee and Licensee hereby agrees to the use upon the terms and conditions hereinafter set forth, at the Property for the purposes described in Sections 1.2, 1.3 and 1.4, of the portion of the Property as depicted on Exhibit "A" attached hereto and incorporated by this reference (the "Licensed Area").

1.2. Access. The Licensee shall be allowed to access the Licensed Area during the regular operating hours and days of the week as outlined in Exhibit "B", attached hereto and incorporated herein. Licensee shall have the right to access the Licensed Area 24 hours per day, 7 days per week in case of emergencies.

1.3 Use. The Licensed Area shall be used only by the Licensee for the purposes of office, medical, and administrative purposes and provide medical and health care services to

the public pursuant to the Building Regulations as outlined on Exhibit "C", attached hereto and incorporated herein, and such other purposes as are related thereto. County shall not be liable for damages or any error with regard to the admission to or exclusion from the Licensed Area, of any persons or invitees.

1.4 No Alterations nor Improvements. Licensee shall only be able to occupy and use the Licensed Area and no other alterations or improvements to the Licensed Area are permitted unless written approval is first obtained from the County's Department of Health Services ("DHS"). Upon written approval, all improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.5 Non-approved Alterations and/or Improvements. In the event that Licensee makes any alterations or improvements in violation of Section 1.4 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- a. Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- b. Remove the alterations or improvements and charge Licensee for the cost of such removal;
- c. Notify Licensee of County's intent to retain, upon termination of the License, any and all improvements installed by Licensee in violation of Section 1.3; and/or
- d. Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.6 As-Is Condition. Licensee acknowledges that it has performed personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its "AS-IS" physical condition and shall make no demands upon County for any improvements or alterations thereof, except to the extent of any maintenance or repair obligations expressly provided herein. County makes no warranty, express or implied, as to the suitability of the Licensed Area for Licensee's use; its physical condition, including the condition and stability of the Property; and the presence of pollutants or contaminants therein.

1.7 Title. Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area, and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.1 Term. The term of the License shall commence upon execution of this License by the County (the "Commencement Date") and terminate on June 1, 2030, unless terminated earlier as provided in this License. If Licensee remains on the Property after termination of this License, at County's sufferance, it shall be at the County's sole discretion, which can be terminated on 15 days prior written notice ("Grace Period"). Use of the Licensed Area during this Grace Period shall be subject to the terms and conditions of this License and shall not create any possessory rights in Licensee or be construed to create a month-to-month tenancy.

2.2 Termination. The License may be terminated by either party hereto at any time during the term by providing at least thirty (30) days advance written notice to the other party before the intended date of termination. . Should the License be terminated, all obligations, duties, and

rights shall cease as of the date of termination. Notwithstanding the foregoing provision, this License may be immediately cancelled by the County in the event of an emergency or unsafe condition.

2.3 Termination by Default of Licensee. Subject to Section 4 of this License, in the event of any default by Licensee under this License or the Operating Responsibilities, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

3. CONSIDERATION

3.1 Consideration. Consideration for this license shall be base monthly rent in the amount of \$14,422.20 per month ("Base Monthly Rent") payable to the County on the first day of each and every month by check payable to the County of Los Angeles with payment to be made at the address shown in the notices section.

3.2 Base Rent Adjustment. Commencing with the first anniversary of the Commencement Date, and for any period thereafter ("Anniversary Date"), the Base Rent set forth in Paragraph 3.1. above shall be subject to an adjustment. Commencing as of the Anniversary Date, the monthly Base Rent shall be increased by three percent (3%).

3.3 Late Payments. Rent shall be payable on the first day of each and every month. In the event payment is not made on or before the first day of the month, the Rent shall bear interest from the date due until the date paid in full, at ten percent (10%) per annum, and shall constitute a Material Default hereunder if not paid within ten (10) days after the due date. The interest charge provided in this Section 3.3 may be waived by County's Chief Executive Officer ("CEO") or her authorized designee, whenever the CEO finds such late payment excusable, in her sole discretion, by reason of extenuating circumstances. County shall not be obligated at any time during the term herein provided to notify Licensee of the accumulation of penalty charges.

4. COMMON AREA MAINTENANCE

4.1 Licensee shall be responsible for any and all expenses and costs in connection with the Licensed Area, shared use space, and common areas within the Santa Clarita Government Center known as the Common Area Maintenance ("CAM") charges to be assessed to Licensee according to Licensee's space occupancy within the Santa Clarita Government Center. Said CAM charges will be assessed by the County and billed to Licensee with payment required within thirty (30) days of receiving documented invoice therefor. In the event payment is not made on or before the first day following 30 days of receiving notice, a late fee shall be assessed by the County ("Late Fee") and shall constitute a Material Default hereunder if not paid within ten (10) days after the due date. County shall not be obligated at any time during the term herein provided to notify Licensee of the accumulation of penalty charges.

5. AUDIT

With the audit documents submittal date to be determined by the County, County will have the right to audit any and all of Licensee's records in the aggregate including financial statements, revenue and expense reports, records, certifications, licenses, and permits related to their use of the Licensed Area with the exception of any Protected Health Information ("Audit"). Licensee shall submit Licensee's California Department of Health Care Access and Information ("HCAI") report tailored to the site Licensee operates at the Licensed Area to Licensor within sixty (60) days of

submitting the HCAI report to the state of California.

6. OPERATING RESPONSIBILITIES

6.1 Compliance with Laws. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all City, State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction thereover, including but not limited to the City of Los Angeles and/or the County of Los Angeles. Licensee shall maintain the Licensed Area in compliance with all applicable County ordinances and City of Los Angeles ordinances and State and Federal laws and regulations.

6.2 Signs. Licensee shall not post additional signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

6.3 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges, which may be made for the removal thereof.

6.4 Security. The Licensee shall be responsible at its expense for securing the Licensed Area to standards determined by the County, provided, however that security of the Licensed Area ultimately shall be the responsibility of Licensee. County shall not be liable to Licensee, its vendors, visitors, invitees or any other parties for any injury, death, theft, loss or damages occurring within or related to the Licensed Area. Licensee has made the determination that the Licensed Area is adequate and safe for the uses contemplated under this License. Should Licensee deem otherwise in the future, security measures deemed necessary shall be installed and/or provided by Licensee at its expense subject to County's approval of the required improvements and/or security personnel.

6.5 Operations and Maintenance. Throughout the term of this License, Licensor shall maintain the exterior of the Licensed Area and all the major Building systems, including without limitation, the Building, the foundation, floors, walls, roof and structure thereof, and the plumbing, HVAC system, and electrical systems located therein, and all parts of the exterior, including the sidewalks, lighting, curbs, trash enclosures, landscaping, and parking lot, in good condition and repair. Licensee shall be responsible for any and all operating and maintenance expenses and janitorial and repair costs in connection with the Licensed Area and Licensee's use of the Licensed Area. Licensee shall notify County prior to undertaking any maintenance and/or repairs performed during the License Term.

6.6 Utilities. Licensee shall be responsible for any and all utility costs associated with the Licensed Area, including without limitation, effluent treatment, water, sprinkler standby charges, electricity, gas, other lighting, heating, and power, and other utility rents and charges accruing in connection with the Licensed Area, during the Term. Said utility rents and charges will be assessed by the County and billed to Licensee with payment required within thirty (30) days of receiving documented invoice therefor. In the event payment is not made on or before the first day following 30 days of receiving notice, a late fee shall be assessed by the County ("Late Fee") and shall constitute a Material Default hereunder if not paid within ten (10) days after the due date. County shall not be obligated at any time during the term herein provided to notify Licensee of the accumulation of penalty charges.

6.7 Licensee's Improvements/Alterations to Licensed Area. Licensee shall not make or perform any alterations and/or improvements to the Licensed Area, unless written approval is first obtained from the County's Department of Health Services. All improvements and alterations are to be made at Licensee's expense and at no cost to the County. Any improvements performed by Licensee, following County's review and approval of said improvements and their cost, will be credited to Licensee as Base Rent.

6.8 County' Rights of Access/Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code. County, its agents and representatives, shall have the right (without any obligation) to enter the Licensed Area, in its capacity as Licensors: (i) to inspect the same; (ii) to exercise such rights as may be permitted hereunder; (iii) to make repairs or alterations to the Licensed Area; (iv) to make repairs or perform other obligations if Licensee fails to do so as required hereunder (but the County shall have no duty whatsoever to make any such inspections, repairs, alterations, additions or improvements except as otherwise expressly provided in this License; (v) to deal with emergencies; (vi) to post such notices as may be permitted or required by law to prevent the perfection of liens against County's interest in the Licensed Area; (vii) to exhibit the Licensed Area to prospective Licensees during the months preceding expiration of the Term and at any reasonable time during the Term to show the Licensed Area to prospective purchasers, landlords and mortgagees; or (viii) for any other purpose as County may deem necessary or desirable.

6.8.1 Inspection and Inspection Fees. County shall have the right to inspect the Licensed Area on an annual basis, or as necessary by County, and shall charge Licensee approximately \$1,000 for each inspection. Licensee shall provide payment to County no later than 30 business days following the most recent inspection date.

6.9 Access to County Facilities. Licensee shall be responsible for maintaining the Licensed Area in compliance with the Americans with Disabilities Act (ADA).

6.10 Marketing Program. No marketing activities shall be undertaken without the approval of the County. Should such a program be created, Licensee shall bear all the costs for the program.

6.11 Lighting. Licensee will have the right to install and operate all light fixtures necessary to comply with California Financial Code Section 13000.

6.12 Hazardous Materials. Licensee agrees to indemnify and hold harmless Licensors from and against any and all liability arising out of the use, generation, storage, or disposal of any hazardous materials, including but limited to medical waste such as syringes, bandages, sheets; or toxic substances by Licensee, including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification, and the preparation of any closure or other required plans, to the full extent that such action is attributable to the use, generation, storage, or disposal of hazardous materials or toxic substances by Licensee on the Licensed Area during the term of this License. The provisions of this section shall survive the expiration or earlier termination of the term of this License.

6.13 Condition of Licensed Area at Termination. Licensee shall remove at the expiration of the Term, early termination of the Term of this License, or at the expiration of any Grace Period,

and at its own expense, all fixtures, equipment, furniture, and all other personal property (collectively "Licensee Equipment") placed or installed in or upon the Licensed Area by Licensee. In the event Licensee removes any or all fixtures pursuant to this Section, Licensee shall restore the Licensed Area to the original condition which existed upon the Commencement Date of this License, ordinary wear and tear excepted. Prior to vacating the Licensed Area, Licensee shall perform a walkthrough with County to ensure that all of Licensee's items are removed and all that remains on the Licensed Area are those items approved by County.

7. PARKING

All parking on the Licensed Area will be administered and regulated by the County. Licensee will have use of the surface parking lot adjacent to the Licensed Area and shall be provided with 31 parking spaces, as depicted in Exhibit "A", on a first-come, first-served basis. County shall have the right to use the parking as needed by the County. County shall have the right to use the parking as needed by the County. Licensee shall be responsible for any one-time costs for card keys, hang tags, etc., that will be required to identify staff vehicles parked within the Parking. If in the future, the County charges its staff and clients, and/ or other entities for parking in the Parking and/or Licensed Area, then the County would charge Licensee at the same rate. Licensee shall be entitled to have its staff, employees, patients, and contractors park in the Parking during Operating Hours only.

8. INDEMNIFICATION AND INSURANCE REQUIREMENTS: During the term of this License, and through any Grace Period, if any, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION:

Licensee shall indemnify, defend and hold harmless the County, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Licensee's repair, maintenance and other acts and omissions arising from and/or relating to the Licensee's use of the Licensed Area.

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of Licensors and during the term of this License and for any Grace Period, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licensors in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Licensors

- Certificate(s) of insurance coverage (Certificate) satisfactory to Licensors, and a copy of an Additional Insured endorsement confirming Licensors and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy shall be delivered to Licensors at the address shown below and provided prior to the start day of this License.

- Renewal Certificates shall be provided to Licensors not less than 10 days prior to Licensee's policy expiration dates. The Licensors reserve the right to obtain complete, certified copies of any required Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Licensors required endorsement forms.
- Neither the Licensors failure to obtain, nor the Licensors receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
 Chief Executive Office
 Real Estate Division-County Owned Section
 555 West Fifth Street, 36th Floor
 Los Angeles, CA 90013

Licensee also shall promptly notify Licensors of any third-party claim or suit filed against Licensee, which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Licensors.

B. Additional Insured Status and Scope of Coverage

The Licensors, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Licensors and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Licensed Area. Licensors additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensors. The full policy limits and scope of protection also shall apply to the Licensors as an additional insured, even if they exceed the Licensors minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of/or Change of Insurance

Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in the Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee and pursue Licensee for reimbursement.

Use of the Licensed Area shall not commence until Licensee has complied with the insurance requirements and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

F. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.

G. Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensor. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

H. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against Licensor under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

I. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the Licenser to pay any portion of any Licensee deductible or SIR. The Licenser retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the Licenser, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Licenser Review and Approval of Insurance Requirements

The Licenser reserves the right to review and adjust the Required Insurance provisions, conditioned upon Licenser's determination of changes in risk exposures.

III. INSURANCE COVERAGE TYPES AND LIMITS

- A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Licenser and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 6 Million
Products/Completed Operations Aggregate:	\$ 3 Million
Personal and Advertising Injury:	\$ 3 Million
Each Occurrence:	\$ 3 Million

- B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to

this License, including owned, Licensed, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- D. Commercial Property Insurance. Such insurance shall:
- Provide coverage for Licensors' property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
 - Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and Licensors as their interests may appear.
- E. Sexual Misconduct Liability. Such insurance shall:
- Cover actual or alleged claims against Licensee for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- F. Professional Liability/Errors and Omissions. Such insurance shall:
- Cover Licensee's liability arising from or related to this Licensee Services/Permitted Uses, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this License Agreement's expiration, termination or cancellation.

9. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, sublet, hypothecate or mortgage its right or interest in the Licensed Area or any portion thereof, by, through, or pursuant to this License,

10. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment

Practices Act; and the Americans with Disabilities Act.

11. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, and such default continues and is not cured within five (5) days following receipt of written notice to Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11.1 Termination of License and Remedies.

In the event of any default by Licensee, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

11.2 County's Right to Cure Licensee's Defaults.

County may at any time after Licensee commits an act of default pursuant to this License, upon ten (10) days' notice, or a shorter period if additional damage may result, cure such act of default for the account and at the expense of Licensee.

11.3 Remedies Cumulative.

All rights and remedies of County under this License shall be nonexclusive of and in addition to any other remedy available to County at law or in equity.

12. WAIVER

12.1 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

12.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

13. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good broom clean condition as to be determined by County.

14. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County, and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

15. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

16. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Northeast Valley Health Corporation
Kimberly Wyard, Chief Executive Officer
1172 North Maclay Avenue
San Fernando, CA 91340

or such other place as may hereinafter be designated in writing to the County by Licensee.

Notice served by mail upon County shall be addressed to:

County of Los Angeles
Chief Executive Office
Real Estate Division
555 West Fifth Street, 36th Floor
Los Angeles, CA 90013
Attn: Joyce L. Chang, Senior Manager

AND

County of Los Angeles
Department of Health Services-
Contract Programs and Special Services
313 N. Figueroa St.,
Los Angeles, CA 90012
Stephen Scott, Director of Capital Projects

With a copy to:

County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street, Sixth Floor
Los Angeles, California 90012
Attention: County Counsel - Property Division

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

All rental payments should be made payable to County of Los Angeles and mailed to:

County of Los Angeles
A-C Administrative Services Division
500 W. Temple Street, Room 515
Los Angeles, CA 90012
Attn: Franchises and Concessions

17. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the Property on which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including any equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by California licensed contractors; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

18. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

19. SOLICITATION OF CONSIDERATION

19.1 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent who has had any involvement in the negotiation, consummation or administration/management of a license.

19.2 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

20. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any License, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

21. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

22. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

23. TAXATION OF LICENSED AREA

23.1 The Parties acknowledge that the Licensed Area may be subject to Possessory Interest Taxes (as defined in California Revenue and Taxation Code Section 107) and that such taxes will be paid by Licensee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

23.2 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

23.3 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area, which Licensee is, obligated to pay, Licensee will be in default of the License.

23.4 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a License and no real estate interest is being conveyed herein.

24. ASSESSMENTS AND OTHER CHARGES

Licensee's use of the County-owned Licensed Area may be subject to assessments and/or other charges assessed and/or charged by the County for Licensees occupancy and use of the County property. Licensee agrees to pay any assessments assessed on any such interest. Licensee is required to pay assessments upon receipt by County and before delinquency on any and all assessments due and arising from this License.

25. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

26. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

27. NONDISCRIMINATION

Licensee certifies and agrees that all persons thereby and/or the affiliates, subsidiaries, or

holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Acts; the Cartwright Act; and the State Fair Employment Practices Act. Licensee certifies and agrees that all persons invited on the Licensed Area by Licensee shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment and Housing Act.

28. ELECTRONIC SIGNATURE/COUNTERPARTS

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered had been signed using a handwritten signature. County and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction

29. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles has caused this License to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LICENSEE:

NORTHEAST VALLEY HEALTH CORPORATION, a non-profit organization

By: 

Name: Kimberly Wyard

Its: Chief Executive Officer

COUNTY OF LOS ANGELES:

JOSEPH M. NICCHITTA
Acting Chief Executive officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Deputy

EXHIBIT "A"
LICENSED AREA

EXHIBIT "B"
Permitted Uses

Primary care: Internal Medicine, General Medicine, Adult Medicine, Chronic Disease Management, Pediatrics-Sick/Well Child, OB, GYN, Family Planning, Sexually Transmitted Diseases, Screening/Treatment, Immunizations, Prevention, Care & Screenings, Care Coordination, Case Management, Dental Services, Health Ed, Med Nutrition Therapy CLIA waived testing, Referral to X-ray, OB US, Behavioral health counseling.

Number of staff

29

Number of parking

31 regular parking spaces

Operating Hours:

The regular hours of operation for the Licensed Area will be as follows: Monday/Tuesday/Thursday/Friday from 8:00 a.m.- 12:00 p.m. and 1 :00 p.m.-5:00 p.m.; Wednesday 9:00 a.m.- 12:00 p.m., and 1 :00 p.m.- 5 p.m.

EXHIBIT C
BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Licensed Area, the Parking associated therewith, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Licensee or its invitees, guests, agents and contractors, or used for purposes other than ingress and egress to and from the Licensed Area and for going from one to another part of the Building as applicable.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by any Licensee Party shall be paid by Licensee.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Licensed Area or Building without the prior written consent of County. Lessor hereby consents to Licensee posting Licensee's hours of operation.

4. Movement in or out of the Licensed Area or Building of furniture or equipment, or dispatch or receipt by Licensee of any bulky material, merchandise or materials shall be conducted in a safe manner. Licensee assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of County if damaged or injured as a result of acts in connection with carrying out this service for Licensee .

5. County shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by County, stand on such platforms as determined by County to be necessary to properly distribute the weight, which platforms shall be provided at Licensee's expense. Business machines and mechanical equipment belonging to Licensee, which cause noise or vibration that may be transmitted to the structure of the Licensed Area or to any space therein to such a degree to be objectionable to County, shall be placed and maintained by Licensee, at Licensee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Licensed Area must be acceptable to County. County will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Licensee or the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Licensee.

6. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than service animals) shall be brought into or kept in, on or about the Licensed Area.

7. Licensee shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Building.

8. No machinery of any kind shall be operated by Licensee in the Licensed Area without County's prior written consent, nor shall Licensee use or keep in the Building any flammable or explosive fluid or substance other than the items listed on Exhibit C-1 and such other generally available cleaning supplies or fluids or substances used in connection with a health care clinic, so long as such fluids or substances are stored pursuant to the Manufacturer's instructions or recommendations.

9. County will not be responsible for lost or stolen personal property, money or jewelry from the Licensee or Building or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

10. No vending or dispensing machines of any kind may be maintained in the Licensed Area or Building, without the County's express written permission.

11. Except the communications closet which Licensee has access to and Licensee has cables in the closet, Licensee may not enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Building unless accompanied by County employee(s), unless required in case of emergency or to access Data Lines. Licensee shall not modify, damage, or repair any electrical or mechanical building systems, without the express written permission of County.

12. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities subleased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky.

13. Canvassing, soliciting or peddling in or about the Licensed Area or Building is prohibited and Licensee shall cooperate to prevent same.

14. County reserves the right to prevent access to the Licensee and Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

15. Other than Licensee having a central pharmacy that Licensee couriers pharmaceuticals from the central pharmacy and patients pick up the pharmaceuticals at the Licensed Area, Licensee shall not sell, or permit the sale of newspapers, magazines, periodical or any other goods or merchandise to the general public in or on the Licensed Area or Building. Licensee shall not use the Licensed Area for any business or activity other than that specifically provided for in this License.

16. Licensee shall not install any radio or television antenna, loudspeaker or other devices on the roof or exterior walls of the Licensed Area or Building. Licensee shall not go upon the roof of the Building.

17. Except in the ordinary course of business such as putting diplomas on the office walls, Licensee shall not mark, drive nails, screw or drill into the partitions, walls, woodwork or plaster or in any way deface the Licensed Area or any part thereof, except in accordance with the provisions of the License pertaining to alterations. Licensee shall not cut or bore holes for wires. Licensee shall not affix any floor covering to the floor of the Licensed Area in any manner except as approved by County. Licensee shall repair any damage resulting from noncompliance with this rule.

18. Licensee shall store all its trash and garbage within the Licensed Area or in other facilities provided by County. Licensee shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by County.

19. The Licensed Area or Building shall not be used for the storage of merchandise held for sale to the general public, or for manufacturing of any kind. No cooking shall be done or permitted within the Licensed Area or Building, except the use by Licensee of Underwriter's Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages or use of microwave ovens shall

be permitted, provided that such equipment and use is in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and such equipment does not adversely impact or damage the electrical outlets, panels or systems.

20. Without the written consent of County, Licensee shall not use the name of the Building in connection with or in promoting or advertising the business of Licensee. Lessor acknowledges and hereby consents to Licensee using the name of the Building on Licensee's website, and in a variety of brochures, flyers, pamphlets, apps, and information publicly distributed including on various websites, social media posts, or other methods.

21. Licensee shall comply with all safety, fire protection and evacuation procedures and regulations established by County or any governmental agency from time to time.

22. No firearms of any kind shall be permitted within the Licensed Area or Building.

23. Licensee shall not obstruct, alter, or in any way impair the efficient operation of County's heating, ventilating and air-conditioning system.

24. Licensee shall give County prompt notice of any accidents or defects in the water pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

25. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the License between County and Licensee.

26. County reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Licensed Area or Building and for the preservation of good order therein. Licensee agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted. Though such new rules shall not impact the ability of Licensee, Licensee's patients, and Licensee's staff, employees, contractors, guests, and invitees, to access and utilize the Licensed Area for the permitted purposes.

27. Licensee shall be responsible for the observance of all of the foregoing rules by Licensee's employees, agents, clients, customers, invitees and guests.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/17/2025		
BOARD MEETING DATE	1/13/2026		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☒ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Department of Public Health		
SUBJECT	Five-year and four-month Lease Renewal for 34,152 SF at 1000 S Fremont Avenue, Suite E9500, Alhambra, CA 91803		
PROGRAM	Substance Abuse Prevention and Control Bureau and Health Promotion Bureau		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	The existing lease expired December 11, 2025 with no holdover fee.		
COST & FUNDING	Total cost: \$7,393,000	Funding source: The rental costs will be funded by funds that are already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.	
	TERMS (if applicable): The proposed lease renewal will have an estimated maximum first year base rental cost of \$1,230,000 but with a rental abatement of \$410,000 and parking costs for \$148,000, will equal \$968,000. The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.		
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to DPH. DPH has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DPH.		
PURPOSE OF REQUEST	Approval of the recommended action will authorize and provide use of office space and parking for DPH.		
BACKGROUND (include internal/external issues that may exist including any related motions)	DPH has been located at the subject location since 2017 and is currently under one lease with Health Services. At the request of the departments, the CEO is negotiating two separate leases to provide DPH and DHS with greater administrative flexibility which will significantly improve lease administration, accounting, and exit-strategy perspectives. This proposed lease is only for DPH's portion of the Premises and the CEO will return to your Board in the near future to process separate recommendations for a proposed lease for DHS.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov		



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

January 13, 2026

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

Dear Supervisors:

**FIVE-YEAR AND FOUR-MONTH LEASE
DEPARTMENT OF PUBLIC HEALTH
1000 SOUTH FREMONT AVENUE, ALHAMBRA
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed five-year and four-month lease to renew an existing lease to provide the Department of Public Health (DPH) continued use of 34,152 square feet of office space and 152 on-site parking spaces for DPH's Substance Abuse Prevention and Control Bureau and Health Promotion Bureau.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Acting Chief Executive Officer, or his designee, to execute the proposed lease with ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company (Landlord), for approximately 34,152 square feet of office space and 152 on-site parking spaces located at 1000 South Fremont Avenue, Suite E 9500, Alhambra (Premises) to be occupied by the DPH. This proposes a lease for a term of five-years and four-months. The estimated maximum first year base rental cost is \$1,230,000, with a rental abatement of approximately \$410,000, and parking costs of \$148,000, will equal \$968,000. The estimated total proposed lease cost is \$7,393,000 over the five-year and four-month term. The rental costs

will be funded by funds and that are already included in DPH's existing budget. DPH will not be requesting additional net County costs (NCC) for this action.

3. Authorize and direct the Acting Chief Executive Officer, or his designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights and one option to extend at fair market value for an additional four years. If the option is exercised, the total term of the proposed lease will be up to nine years and four months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPH and the Department of Health Services (DHS) are currently under one lease for a total of 50,525 square feet, which expired December 11, 2025. The terms and conditions of the existing lease remains the same except rent during the first 12 months of holdover increases by the Consumer Price Index. If the lease remains in holdover after 12 months from the lease expiration date, then holdover rent increases by 25 percent.

At the request of DHS and DPH, the Chief Executive Office (CEO) elected to provide DPH and DHS with greater administrative flexibility by negotiating two separate lease agreements, which will significantly improve lease administration, accounting, and exit-strategy perspectives. This proposed lease is only for DPH's portion of the Premises and the CEO will return to the Board of Supervisors (Board) in the near future to process separate recommendations for a proposed lease for DHS.

DPH has occupied the Premises since December 2017 to house its Substance Abuse Prevention and Control Bureau and Health Promotion Bureau. Substance Abuse Prevention and Control Bureau assist with meeting the needs of the public and contracted agencies in the alcohol and other drug abuse field throughout Los Angeles County (County). The Health Promotion Bureau works to protect health, prevent disease, and promote the health and well-being of County residents and provides administrative support and supervision to seven Health Promotion Bureau divisions and offices.

The Premises houses approximately 197 staff members using 184 workstations at the Premises. DPH has implemented telework for its staff members. On any given day, there are approximately 125 staff in the office.

The proposed lease will enable DPH to avoid relocation costs and remain in place and serve the County without any interruption of services. The Premises is near public transportation routes.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1 – *“Make Investments That Transform Lives”* – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

The proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions and Key Objective No. 5 - Fund Highest Priority Needs.

The proposed lease supports the above goals and objective by providing DPH with an office to continue providing services to the public in the County.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$1,230,000, with rent abatement of approximately \$410,000 and parking costs of \$148,000 will equal \$968,000. The aggregate cost associated with the proposed lease over the entire term, including rent abatement and parking costs, is \$7,393,000, as shown in Enclosure B-1. The proposed lease costs will be funded by funds that are already included in DPH's existing budget. DPH will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to DPH. DPH has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DPH.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease also contains the following provisions:

- Upon commencement of the proposed lease, the annual rental rate will increase from \$35.75 per square feet, per year, to \$36.00 per square feet, per year. Base rent is subject to fixed annual increases of 3 percent.
- DPH will get an equivalent of four months' rent abatement, which will be applied equally over the initial first year.

- The Landlord will provide approximately \$683,000 (\$20 per square feet) for a tenant improvement (TI) allowance. Up to 25 percent of any unused portion of the TI allowance may be applied toward the monthly base rent in the first three years.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The monthly parking rate will increase from \$60 per parking space to the current monthly cost of \$80 per parking space for 137 parking spaces. The monthly supplemental parking rate will increase from \$65 per parking space to \$85 per parking space for 15 supplemental parking spaces. There is a total of 152 on-site parking spaces.
- A comparison of the existing lease and the proposed lease terms is shown in Enclosure B-2.
- The proposed lease includes a five-year and four-month initial term with an option to extend the lease for an additional four years with six months' notice, at fair market rent. If the option is exercised, the total term of the proposed lease will be nine years and four months.
- The County has the right to terminate the proposed lease early any time after the 4th year, with 120 days' notice, subject to payment of any unamortized portion of the TI Allowance not to exceed \$199,000.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions and the monthly base rent will be adjusted by the regular annual 3 percent increase during the first six months of the holdover period. Should the holdover period extend beyond six months, the base rent will increase by 25 percent. The Landlord has agreed to credit any holdover fee toward the base rent upon extension of a new lease term.
- The proposed lease term and rent will commence the first day of the month following approval of the lease by the Board of Supervisors and full execution of the Lease by both parties.
- The County shall have the Right of First Offer for any adjacent available space in the building.

Since DPH wanted to remain in this space, a flyer was not issued seeking new space. The CEO conducted a market search of available office space for lease, to negotiate an appropriate rental rate. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between

\$35.40 and \$49.20 per square feet, per year. The base annual rental rate of \$36.00 per square feet, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature of services provided by DPH at the Premises.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Alhambra has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will continue to provide a suitable location for the DPH's program, which is consistent with the County's Facility Location Policy, adopted by your Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to

The Honorable Board of Supervisors
January 13, 2026
Page 6

section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space and parking for this County requirement. DPH concurs with the proposed lease and recommendations.

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:ANR:MT:ja

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Health

**DEPARTMENT OF PUBLIC HEALTH
1000 SOUTH FREMONT AVENUE, ALHAMBRA**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²	X		
	B	Does lease co-locate with other functions to better serve clients? ²	X		
	C	Does this lease centralize business support functions? ²	X		
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 197 staff there is 173.36 SF per person due to efficient space planning of workstations.		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²	X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A.	Is it a substantial net County cost (NCC) program?		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>				
	A	Did department use CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. <u>X</u> The Program is being co-located.			
	E	Is lease a full-service lease? ²	X		
	F	Has growth projection been considered in space request?	X		
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98					
² If not, why not?					

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 1000 S Fremont Ave., Alhambra	Proposed Lease: 1000 S Fremont Ave., Alhambra	Change
Area (Square Feet)	34,357 sq. ft. ⁽¹⁾	34,152 sq. ft.	-205 sq. ft.
Term (years)	Eight years	Five-years and four-months plus one, four-year option to renew	Five years and four-months plus one, four-year option to renew.
Annual Base Rent	\$1,221,000	\$1,230,000 ⁽²⁾	+\$9,000
Annual Parking Cost	\$119,000	\$147,000	+28,000
Total Annual Lease Costs payable to Landlord	\$1,340,000	\$1,377,000	+\$37,000
Rental rate adjustment	Annual CPI adjustments capped at five percent with minimum two percent.	Fixed 3 percent annual increases.	Fixed 3 percent annual increases.

⁽¹⁾ 34,357 sq. ft. due to elimination of storage room.

⁽²⁾ Does not consider rent abatement.

*All numbers are rounded up.

DEPARTMENT OF PUBLIC HEALTH

**SPACE SEARCH – 3 MILE RADIUS FROM
1000 SOUTH FREMONT AVENUE, ALHAMBRA**

LACO	Name	Address	Ownership	Gross SQFT	Vacant
3542	Fire - Administrative Headquarters Building	1320 N Eastern Ave Los Angeles 90063	Owned	39,015	None
A327	Office of Managed Care	1100 Corporate Center Dr Monterey Park 91754	Leased	15,280	None
A328	Sheriff - Inspectional Services Office / DCFS Ctrl Unit	901 Corporate Center Dr Monterey Park 91754	Leased	9,926	None
X327	PRE-RELEASE CENTER AB109	200 W Woodward Ave Alhambra 91801	Owned	11,273	None
0122	Thomas A. Tidemanson Building - Annex Building	417 S Date Ave Alhambra 91803, 900 S Fremont Ave Alhambra 91803	Financed	43,500	None
A423	Sheriff - Personnel and Recruitment Center	101 Centre Plaza Dr Monterey Park 91754	Leased	37,590	None
4526	Biscailuz - Administration Building	1060 N Eastern Ave Los Angeles 90063	Owned	16,571	None
X167	Sherman Block Sheriff's Headquarters Building	4700 W Ramona Blvd Monterey Park 91754	Financed	125,000	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Department of Public Health – 1000 South Fremont Avenue, Alhambra – First District.

A. Establish Service Function Category – Direct Service and Administrative Function

B. Determination of the Service Area – The proposed lease will allow DPH to continue their functions housed in the Premises and continue operations without interruption.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: DPH programs are most effective when located within proximity to the geographic regions they service. This location meets the service area criteria and remains in the desired area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Metro bus line 258 and City of Alhambra bus line Blue and Green.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: This is an existing County lease facility available to meet DPH's service needs.
- Compatibility with local land use plans: The City of Alhambra has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$7,393,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$35.40 and \$49.20 per square foot, per year. The base annual rental rate of \$36.00 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Relocation to a new building would require costly new tenant improvements and will disrupt services. We recommend the Premises as the most suitable to meet DPH's space requirements.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for 197 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

**ELITE-TRC ALHAMBRA COMMUNITY LLC,
a DELAWARE limited liability company – Landlord**

**1000 SOUTH FREMONT AVENUE,
A9 EAST BUILDING, SUITE E9500
ALHAMBRA, CALIFORNIA 91803**

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EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Intentionally Omitted
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 202__ between ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notices:	ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company c/o The Ratkovich Company 1000 South Fremont Avenue, Unit 1 Alhambra, California 91803 Attention: Senior Development Manager With a copy to: c/o ELITE INTERNATIONAL INVESTMENT FUND 700 S. Flower Street, Suite 2380 Los Angeles, CA 90017 Attention: Bill Zhou
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 555 West Fifth Street, 36th Floor Los Angeles, CA 90013 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division

(c) Premises:	Approximately 34,152 rentable square feet identified as the fifth (5th) floor in Building A9 East, Suite E9500; as shown on Exhibit A attached hereto.
(d) Building:	Individually and collectively, Building A9 East located in that certain office building complex (the "Complex") with an address of 1000 South Fremont Avenue, Alhambra, California, 91803 which is currently assessed by the County Assessor as APN 5342-001-021, 5342-001-024 and 5342-001-025 (collectively, the "Property");
(e) Term:	Five (5) years and four (4) months, the Commencement Date shall be first day of the month following approval of the lease by the Board of Supervisors and full execution of the Lease by both parties (the "Commencement Date"), and terminating at midnight on the day before the sixty-fourth (64 th) month anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the Term of this Lease.
(f) Estimated Commencement Date:	February 1, 2026
(g) Irrevocable Offer Expiration Date: (see Section 33)	December 1, 2025
(h) Base Rent:	\$3.00 per rentable square foot per month (i.e., \$102,456.00 per month or \$1,229,472.00 per year) The Base Rent is subject to fixed three percent (3%) increases per annum. Base Rent shall be abated by \$34,152.00 per month for the first twelve (12) months of the Initial Term.
(i) Early Termination (see Section 4.4)	One hundred twenty (120) days' written notice any time after the fourth (4th) year following the Commencement Date, subject to repayment of the unamortized portion of the

	Base TI Allowance, which shall be amortized over the Lease Term at eight percent (8%) per annum, not to exceed \$198,874.78.
(j) Rentable Square Feet in the Premises:	34,152 rentable square feet
(k) Initial Departmental Use:	Department of Public Health, administrative office use, subject to Section 6.
(l) Parking Spaces:	Up to 137 parking spaces (i.e., 4.0 parking space/1,000 RSF) at the current monthly cost of \$80 per unreserved parking space. In addition, Landlord shall provide Tenant with 15 supplemental parking spaces, which shall be reserved parking spaces at a monthly cost of \$85 per reserved parking space and shall be located in the B7 Parking Structure. The Tenant can request an increase or decrease in the number of parking spaces with 30 days' written notice to the Landlord. Parking spaces in excess of the 137 unreserved parking spaces shall be subject to availability.
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	A report dated March 24, 2018 prepared by B2 Environmental, Inc. Tenant shall have the right to review the asbestos report for the Premises at Landlord's property management office.
(o) Seismic Report	A report dated September 28, 2015, prepared by the Department of Public Works.

1.2 Defined Terms Relating to Tenant Improvements

(a) Landlord's TI Allowance:	\$683,040 (i.e., \$20 per rentable square foot of the Premises.) Up to 25% of any unused portion of the Base TI Allowance may be applied toward the monthly Base Rent in the first three (3) years of the Initial Term, pursuant to a schedule to be determined by Landlord and Tenant. The Base TI Allowance shall be used for real property improvements, including FF&E.
(b) Tenant's TI Contribution:	\$0.00

(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	N/A
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	\$0.00
(e) Tenant's Work Letter Representative:	Not Applicable
(f) Landlord's Representative:	Kevin Houser
1.3 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Intentionally Omitted Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease

2. **PREMISES**

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

2.2 Measurement of Premises

Tenant shall have the right at any time during the first six (6) months of the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord

agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of sixty-four (64) months, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending sixty-four (64) months thereafter..

4.2 Termination Right

If the Commencement Date has not occurred within ninety (90) days after the Estimated Commencement Date, subject to Tenant Delays or Force Majeure Delays, as provided in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred twenty (120) days' prior written notice, executed by Tenant's Chief Executive Officer or his/her designee and concurrent repayment of the unamortized portion of the Base TI Allowance, which shall be amortized over the Lease Term at eight percent (8%) per annum, not to exceed \$198,874.78.

4.5 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor-Controller (A-C) of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C. Any EFT payment made by Tenant will receive Direct Deposit Remittance through email, with a description of the payment, and any other pertinent details.

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, a Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in

consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.3 Base Rent Adjustments

The Base Rent is subject to fixed three percent (3%) annual increases per annum. Tenant shall pay Base Rent during the initial Term per the following schedule:

Months	Rate	Monthly Base Rent
1 - 12	\$3.00	\$102,456.00
13 - 24	\$3.09	\$105,529.68
25 - 36	\$3.18	\$108,695.57
37 - 48	\$3.28	\$111,956.44
49 - 60	\$3.38	\$115,315.13
61 - 64	\$3.48	\$118,774.58

5.4 Rent Abatement

Provided Tenant shall faithfully perform all of the terms and conditions of this Lease, Base Rent shall be abated by \$34,152.00 per month for the first twelve (12) months of the Initial Term.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays; provided, however, in no event shall the Premises be used for any public facing County Department.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days' written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee. Base Rent payable for the first six (6) months of the holdover period, shall increase three percent (3%) above the Base Rent due in the last month of the Lease Term annual increases under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. After the initial six (6) month period, the Base Rent is subject to a holdover fee equal to 125% of the then Base Rent. Landlord agrees to credit any holdover fee paid toward Base Rent upon extension of the lease term by Tenant.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other casualty rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work using commercially reasonable efforts to completion, then upon not less than thirty (30) days' prior written notice to Landlord, Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord; provided, however, that if the nature of such repair or restoration is such that more than thirty (30) days is reasonably required, based on Tenant's review of the restoration bids, for completion of the same, then such thirty (30) day period shall be extended as may be reasonably required provided that Landlord shall have undertaken such repair or restoration within said thirty (30)-day period and shall diligently prosecute the same to completion.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined) in violation of Environmental Laws (as hereinafter defined); and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

(b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law as necessitated by the Final Plans (as defined in the Work Letter) and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:
[Check the appropriate box]

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☒ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if

requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) In the event Landlord knowingly materially breaches any of Landlord's representations contained in this Section 10.1, then as Tenant's sole remedy for any such breach shall be for Landlord, at no cost to Tenant, to commence the correction of any such breach within 20 days upon written notice to Landlord after becoming aware of such breach.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. For repairs that require the services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gasses, etc., Landlord shall use Adaptive Building Group. If Adaptive Building Group is not selected for the repairs that require the services of an environmental consultant, Landlord shall retain the services of a qualified vendor that possesses, at minimum, (i) certification from the State of California to perform the environmental consultation and (ii) a minimum of five (5) years of experience conducting investigations related to similar issues in the past seven (7) years as verified via documentation including (1) a copy of the vendor's certification from the State of California, (2) past project start/end dates, (3) contact information for three references, and (4) full copies of three redacted investigation final reports (with all client and facility location identifying

information removed from report and replaced with general terms such as “client” and “facility”). Landlord’s repair obligations include, without limitation, repairs to, or replacements of:

- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant’s computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be reasonably requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord’s repair and maintenance obligations, Tenant shall, at all times during the Term be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant’s agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant’s Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant’s business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair

and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the receipt by Landlord of such notice, but in any event not later than ten (10) business days after the receipt by Landlord of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). All repairs and replacements shall be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. In the event Landlord elects to accept such request, then Landlord shall undertake the same and such improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. Tenant shall reimburse Landlord for the costs incurred by Landlord with respect to such work, plus an administration fee charged by Landlord not to exceed three and one-half percent (3.5%). Notwithstanding anything to the contrary contained herein, Landlord shall have no liability to Tenant for undertaking such obligations, except as shall be due to the gross negligence or willful misconduct of Landlord. This Section shall not apply to any Tenant Improvements as defined in Section 24.

11. **SERVICES AND UTILITIES**

11.1 **Services**

(a) **Heating, Ventilation and Air Conditioning (HVAC)**

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

In the event Tenant requires HVAC beyond Normal Working Hours for portions of the Premises other than the mechanical rooms, Tenant shall give Landlord prior notice thereof (pursuant to procedures as shall have been established by Landlord from time to time). Landlord shall install a submeter for the mechanical room housing Tenant's computer servers and related equipment, at Tenant's cost. If such submetering is installed, Tenant shall pay the cost of service reflected by the submeter pursuant to the reasonable procedures established by Landlord relating to such usage.

(b) **Electricity**

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) **Elevators**

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) **Water**

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) **Janitorial**

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable

office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense; provided, however, Tenant shall pay \$25.00 for each lost or stolen access card or fob that needs to be replaced.

(g) Pest Control

Landlord at its sole cost and expense shall provide commercially prudent pest control services to the Premises.

(h) Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during upon prior written notice for the purpose of inspecting the Premises for any other reasonable purpose. Any such entries shall be without the abatement of Rent and shall include the right to take such commercially reasonable steps as required to accomplish the stated purposes. If Landlord

temporarily closes any portion of the Building or the Premises for any reason other than as result of any act or omission by Tenant and Tenant shall fail to have access to the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within twenty (20) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such twenty (20) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and

thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

16. **ASSIGNMENT AND SUBLETTING**

16.1 Tenant Assignment and Subletting.

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises to any other government department of the County of Los Angeles without first obtaining Landlord's prior consent (a "Permitted Transfer"); provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease. Notwithstanding anything to the contrary contained in this Lease, the Premises may not be used for any public facing County Department. Any other assignment, mortgage, pledge,

transfer, or hypothecation other than a Permitted Transfer shall require Landlord's prior written consent.

16.2 Sale by Landlord.

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide ten (10) days' prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied and processed by Tenant.

17. **ALTERATIONS AND ADDITIONS**

17.1 Landlord Consent

Tenant shall not make any modifications or structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations"), without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's

consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

Landlord may impose, as a condition of its consent to all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, materials, mechanics and materialmen approved by Landlord. In any event, a contractor approved by Landlord shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost. Tenant shall not be required to obtain Landlord's approval of the contractor when the work will be performed by Los Angeles County Internal Services Department staff. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the city in which the Building is located, in conformance with Landlord's construction rules and regulations. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any major Alterations involving a cost of at least \$50,000 or more, excluding telecommunication installations or alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Building is located in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to Landlord a reproducible copy of the "as built" drawings of the Alterations.

In connection with any Alterations, Tenant shall pay to Landlord a percentage of the cost of such work (such percentage to be established on a uniform basis for the Complex) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such Alterations.

17.2 End of Term

Upon the expiration of the Term or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in good order and condition, reasonable wear and tear and repairs which are Landlord's obligation excepted, and shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, furniture, equipment, and other articles of personal property owned by Tenant or installed or placed by Tenant at its own expense in the Premises (including without limitation, telecommunications equipment and data cabling and wiring), and all similar articles of any other

persons claiming under Tenant. Tenant shall repair all damage to the Premises resulting from the removal of such items from the Premises. If Tenant fails to complete such removal and/or to repair any damage caused by the same removal Landlord may do so and may charge the cost thereof to Tenant.

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas that provide direct access to the Premises is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

Landlord shall indemnify, defend and hold harmless Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the breach or default under this Lease by Landlord connected with the Landlord's obligations (as described in Section 10.2 (a) and (b) above), provision of services and utilities (Section 11 above) repair, maintenance, and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises. The foregoing shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's Obligations (Section 10.3 above), repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's leased space of the Premises, any negligent act, omission or willful

misconduct of Tenant or its agents, contractors or employees or arising from any default of this Lease by Tenant.

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or

endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, CA 90013
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to

Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(j) Application of Excess Liability Coverage

Landlord may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(k) Tenant Review and Approval of Insurance Requirements

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures.

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

- i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

(a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

(b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable; provided, however, Tenant shall pay \$25.00 for each lost or stolen parking access card or fob that needs to be replaced. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the parking facilities and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease close-off or restrict access to the parking facilities, or relocate Tenant's parking passes to other parking structures and/or surface parking areas within the Complex, for purposes of permitting or facilitating any such construction, alteration or improvements with respect to the parking facilities or to accommodate or facilitate renovation, alteration, construction or other modification of other improvements or structures located on the Complex; provided, however, Tenant shall have access to one hundred thirty seven (137) unreserved parking spaces at all times during the Term. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord and such owner. Tenant shall be responsible for any parking tax or other charges imposed by governmental authorities in connection with the use of such parking, which taxes and/or charges shall be paid directly by Tenant or the parking users, or, if directly imposed against Landlord, Tenant shall reimburse Landlord for all such taxes and/or charges concurrent with its payment of the parking rates described herein.

21.2 Remedies.

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to Landlord's prevailing parking rate for each parking space not so provided.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the

expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

24.1 Tenant Improvement Allowance

- (a) Landlord shall refurbish and construct Tenant Improvements ("TI") at Landlord's sole cost and expense not to exceed Six Hundred Eighty Three Thousand Forty Dollars and 00/100 cents (\$683,040.00) (i.e. Twenty Dollars (\$20.00) per RSF) ("Base Tenant Improvement Allowance") following the date final plans for such TI work have been mutually approved; provided, however, in the event the cost of TI work requested by Tenant exceeds the Base Tenant Improvement Allowance, Tenant and Landlord shall reduce the scope so the costs do not exceed the Base Tenant Improvement Allowance and such TI work shall be completed based on a commercially reasonable and mutually agreed upon schedule. Tenant may utilize its Base Tenant Improvement Allowance toward any hard or soft costs related to the improvements to the Premises, including any costs related to its furniture, fixtures, and/or equipment; provided, however, in no event shall Landlord be obligated to perform or pay for any information technology related work. Up to 25% of any unused portion of the TI Allowance may be applied toward the monthly Base Rent in the first three (3) years of the Initial Term, pursuant to a schedule to be mutually determined by Landlord and Tenant. The Base TI Allowance shall be used for real property improvements, including FF&E.
- (b) Landlord shall construct and deliver the Premises in accordance with the terms of the Lease and mutually approved plans per County specification. Landlord and Landlord's contractors shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq., if applicable. Landlord will use commercially reasonable efforts to perform all TI within the leased Premises during nights and weekends so to minimize the disruption to Tenant with the goal of the Tenant remaining in full occupancy and use of the space to the maximum extent possible during the construction period. Landlord and Landlord's contractors shall be responsible for controlling the work in coordination with Tenant's PM and shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq., if applicable.
- (c) Tenant shall deliver a Space Plan and Specifications ("Space Plan") for any TI work to Landlord and thereafter, Landlord shall prepare working drawings and engineering drawings for such TI work (as needed) for

Tenant's review. Prior to commencing the TI work, Landlord shall obtain Tenant's approval of final plans for the TI work and preliminary pricing for the TI work which shall not exceed an amount greater than the Base Tenant Improvement Allowance set forth in Section 24.1 (a) of the Lease, then Landlord shall be responsible for completing such TI work (not to exceed the Base Tenant Improvement Allowance). Following Tenant's approval of the final plans and pricing for the TI work, Landlord shall diligently proceed to construct and complete the TI work in a good and workmanlike manner in accordance with the final plans and pricing, subject to delays set forth in Section 24.3 below. Notwithstanding the foregoing, the parties acknowledge and agree that no delay in completion of any such TI work shall delay the Commencement Date of the Lease. In the event either Tenant does not timely deliver such Space Plan or Tenant by written Notice to Landlord elects to waive any additional TI work to be completed in the Premises, up to 25% of any unused portion of the TI Allowance may be applied toward the monthly Base Rent in the first three (3) years of the Initial Term, pursuant to a schedule to be mutually determined by Landlord and Tenant.

24.2 Delay.

Completion may be delayed day for day by:

- a. Acts or omissions of Tenant or its employees or agents (including any change orders requested by Tenant), or
- b. Any act of God which Landlord could not have reasonably foreseen and provided for, or
- c. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and which Landlord could not have reasonably foreseen and provided for, or
- d. Any war or declaration of a state of national emergency, or
- e. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the TI work.

24.3 Code Compliance

The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. **Without limiting the generality of the foregoing, construction of the tenant improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the tenant improvements. Particulars of the current prevailing wage scale, as approved by the Board**

of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Any work, including construction, that Landlord must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Landlord's sole cost and expense and shall not be considered as part of the TI work. Any work within the Premises undertaken to meet applicable code requirements necessitated by the Tenant Improvements shall be included as part of the TI work, subject to the Base Tenant Improvement Allowance.

24.4 Exclusions from Base Tenant Improvement Allowance

Landlord shall, at its sole cost and expense (exclusive of Base Tenant Improvement Allowance), be responsible for any work to bring the Premises in compliance with applicable City, County, State and Federal building codes, regulations and ordinances required for legal occupancy, including without limitation ADA and fire life safety code requirements and any required work related to asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. Any work undertaken to meet applicable code requirements necessitated to complete the work described in this Article 24 shall be included as part of the Landlord Work.

24.5 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum within thirty (30) days from completion of the change request. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must receive approval by the Chief Executive Officer or his/her designee, and written evidence of such approval must be provided to Landlord for the change to be deemed approved. Upon Tenant's written request, within two years following the Commencement Date, Tenant shall have the right to audit the cost of the changes and Landlord shall provide documentation evidencing reasonable detail and payment of any Tenant-initiated and approved change requests made pursuant to this Section 24.5. No Tenant-initiated change request shall proceed until Landlord receives formal authorization of the change order from the Chief Executive Officer or his/her designee. Further, Tenant acknowledges that any change order that affects the critical path of Tenant Improvements may result in a delay in completing the Tenant Improvements.

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Landlord hereunder and hereby indemnifies and holds Landlord harmless from any liability or loss from any such lien. Landlord shall keep its

interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto.

26.2 Existing Deeds of Trust

Upon Tenant's written request, Landlord shall use commercially reasonable efforts to obtain, within thirty (30) days thereafter, a written agreement from the beneficiary under any existing deed of trust affecting the Building, substantially in the form attached hereto as Exhibit E, for the benefit of Tenant.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional thirty (30) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant shall remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances. Any signage installed by Tenant must (a) conform with any and all applicable laws and ordinances, (b) are subject to Landlord's prior approval, and (c) conform with Landlord's signage program for the Complex.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. GENERAL

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this lease: CBRE, Inc. (Kevin Duffy, Damon Feldmeth, Natalie Bazarevitsch, Jackie Benavidez, and Sean O'Malley) ("Landlord's Broker"). and CBRE, Inc. (John Zanetos and Kelli Snyder) (Tenant's Broker"). All commissions paid by in connection with this letter or transaction contemplated by this lease shall be pursuant to a separate agreement between Landlord and the agent(s) referenced in this paragraph. Landlord and Tenant understand and acknowledge that CBRE represents both parties in this lease transaction.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

30.14 Force Majeure.

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

31. **AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease

or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal

opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent; provided, however, that Landlord shall have the right, without Tenant's prior written consent, to make disclosures of the terms of this Lease with its mortgagees, prospective mortgagees, purchaser and partners, and attorney, accountants, and other advisors of such party (collectively, "**Representatives**"), provided that, in each case, all Representatives agree to treat this Lease and all related information as confidential.

Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are

apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located for any adjacent available space in the Building (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have sixty (60) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such sixty (60) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the date that Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the sixty (60) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further

obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises. Tenant's rights under this Section 34 are subject to: (i) rights of tenants under existing leases that are being renewed, or (ii) an unexpired option to expand or an unexpired right of first offer granted to any other person or tenant, which rights are this Lease.

35. OPTION TO EXTEND

(a) Option Term. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of four (4) years (the "Extension Term"). The option must be exercised no later than six (6) months before the end of Term. The Base Rent during the Extension Term shall be at the then fair market value with annual increases of 3%.

(b) Exercise of Option. Tenant must exercise its options to extend this Lease by:

(i) providing Landlord written notice of its intention to do so (its "Notice of Intent") no later than six (6) months prior to the end of the Term.

(ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below.

(c) Terms and Conditions of the Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, except that the Base Rent during the Extension Term shall be equal to the Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below and Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Term.

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the Extension Term. Base Rent during the Extension Term shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent.

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant in the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and

obligations, signage rights, abatement provisions reflecting free rent and/or no rent during the period of construction or subsequent to the commencement date as to the space in question, brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

(f) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) business days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Landlord may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

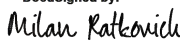
(g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 35, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

ELITE-TRC ALHAMBRA COMMUNITY LLC,
a Delaware limited liability company

DocuSigned by:

By: _____
Name: Milan Ratkovich
Its: President

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Roberto Saldana
Senior Deputy County Counsel

Roberto Saldana
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EXHIBIT A
FLOOR PLAN OF PREMISES



Exhibit A
FLOOR PLAN OF PREMISES

EXHIBIT B

INTENTIONALLY OMITTED

Exhibit B
COMMENCEMENT DATE OF MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

Exhibit C
HEATING, VENTILATION
AND AIR CONDITIONING

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Water Bottle filling stations cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.

B. WEEKLY

14. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
15. Window sills, ledges and wood paneling and molding dusted.

C. MONTHLY

16. Floors washed and waxed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Upholstered furniture vacuumed, plastic and leather furniture wiped
19. Picture moldings and frames dusted.
20. Wall vents and ceiling vents vacuumed.

- 21. Carpet professionally spot cleaned as required to remove stains.
- 22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

- 23. Light fixtures cleaned and dusted, but not less frequently than quarterly.
- 24. Wood furniture polished.
- 25. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
- 26. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

- 27. Windows washed as required inside and outside.
- 28. All painted wall and door surfaces washed and stains removed.
- 29. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

- 30. Windows washed as required inside and outside.
- 31. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system, at Tenant's cost if requested by Tenant.
- 32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
- 33. Touch-up paint all interior painted surfaces in a color and finish to match existing, at Tenant's cost if requested by Tenant.

G. AS NEEDED

- 34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- 35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
- 36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

- v. heavy traffic areas cleaned, as needed, with a minimum of once per year;
- vi. moderate traffic areas cleaned as needed, with a minimum of once per year; and
- vii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All HVAC ducts cleaned as needed.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, California 90013

)
)
)
)
)
)
)

Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [Insert name of Landlord], ("Borrower") and [Insert name of Lender], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, California 90013
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
 Lease Dated: _____
 Current Landlord: _____
 Located at: _____
 Premises: _____
 Commencement Date of Term: _____
 Expiration Date: _____
 Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

 (b) The current Rent is set forth above.

 (c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

 (d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

 (e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

Exhibit F

TENANT ESTOPPEL CERTIFICATE

(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name:				3. Contact Person/Telephone Number:		
2. Address:						
				4. Total number of employees in the firm: _____		
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM			
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____			

2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION			
3. Provide the percentage of ownership in each category	All Employees	Women	Is your firm currently certified as a minority owned business firm by the: State of California? ☐ Yes ☐ No City of Los Angeles? ☐ Yes ☐ No Federal Government? ☐ Yes ☐ No			
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

Section D. OPTION TO PROVIDE REQUESTED INFORMATION			
☐ We do not wish to provide the information required in this form.			
Firm Name: _____			
Signature/Title: _____			
Date: _____			

EXHIBIT H

MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, California 90013
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD: _____

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Roberto Saldaña
Senior Deputy County Counsel

Exhibit H

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/17/2025		
BOARD MEETING DATE	1/13/2026		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☒ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Department of Public Works		
SUBJECT	Five year four month Lease renewal for 51,901 SF at 1000 South Fremont Avenue, Alhambra, CA 91803		
PROGRAM	Traffic Safety and Mobility division, Waterworks division, Aviation division, Sewer Maintenance division, Stormwater Engineering and Storm Water Quality divisions.		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$11,449,000	Funding source: The rental costs will be funded 100 percent by DPW funds that are already included in DPW's existing budget. DPW will not be requesting additional net County cost (NCC) for this action.	
	TERMS (if applicable): The proposed lease renewal will have an estimated maximum first year base rental cost of \$1,900,000 but with a rental abatement of \$634,000 and parking costs for \$204,000, will equal \$1,470,000. If including low-voltage costs, total 1st year cost is \$1,504,000. The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.		
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to DPW. DPW has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DPW.		
PURPOSE OF REQUEST	Approval of the recommended action will authorize and provide use of office space and parking for DPW.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since 2000 and the lease will expire on January 25, 2026. The proposed lease term includes one 4-year option to extend at fair market value. If this option is exercised, the total term of the proposed lease will be nine years and four months. DPW will get an equivalent of four months' rent abatement which will be applied equally over the initial first year.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov		



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

January 13, 2026

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

Dear Supervisors:

**FIVE-YEAR AND FOUR-MONTH LEASE
DEPARTMENT OF PUBLIC WORKS
1000 SOUTH FREMONT AVENUE, ALHAMBRA
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed five-year and four-month lease to renew an existing lease to provide the Department of Public Works (DPW) continued use of 51,901 square feet of office space and 208 on-site parking spaces for its Traffic Safety and Mobility Division, Waterworks Division, Aviation Division, Sewer Maintenance Division, Stormwater Engineering Division, and Storm Water Quality Division.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Acting Chief Executive Officer, or his designee, to execute the proposed lease with ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company (Landlord), for approximately 51,901 square feet of office space and 208 on-site parking spaces located at 1000 South Fremont Avenue, Suites E9030, E9100, E9110, E9120, E9400, and rooftop, Alhambra (Premises) to be occupied by DPW. The proposed lease is for a term of five-years and four-months. The estimated maximum first year base rental cost is \$1,900,000, with a rent abatement of approximately \$634,000, and parking costs of \$204,000, will equal \$1,470,000. The estimated total proposed lease cost, including low voltage

costs is \$11,449,000 over the five-year and four-month term. The rental costs will be funded 100 percent by DPW funds that are already included in DPW's existing budget. DPW will not be requesting additional net County cost (NCC) for this action.

3. Authorize the Director of Public Works, or his designee, to contract with and direct the Internal Services Department (ISD), in coordination with the Acting Chief Executive Officer, or his designee, for the acquisition and installation of telephone, data and low-voltage items systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$34,000 if paid in a lump sum. The cost for the Low-Voltage Items is in addition to the rental costs.
4. Authorize and direct the Acting Chief Executive Officer, or his designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights and one option to extend at fair market value for an additional four years. If this option is exercised, the total term of the proposed lease will be up to nine years and four months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPW has occupied the Premises since 2000, to house its Traffic Safety and Mobility, Waterworks, Aviation, Sewer Maintenance, Stormwater Engineering, and Storm Water Quality Divisions, which administer and manage DPW projects and programs. The existing lease will expire on January 25, 2026.

DPW continues to require leased space at the Premises to support ongoing operational needs while the department implements its workspace optimization strategy. DPW has initiated a pilot program focused on cubicle sharing and flexible workspace utilization to maximize existing County-owned facilities. In parallel, DPW is evaluating consolidation opportunities across multiple divisions at its Alhambra Headquarters Campus to gradually absorb additional staff currently located in leased facilities. However, until these pilot efforts are fully implemented and evaluated, maintaining the leased space at the Premises remains essential to ensure uninterrupted operations, appropriate workspace allocation, and business continuity for critical programs and functions.

The Premises houses approximately 340 staff members using 324 workstations. DPW has implemented telework for their staff members and approximately 180 staff members are in the office on any given day. Up to 50percent of staff members telework two days per week and are in the office for the remainder of the week; supervising section heads telework only one day per week and are required to be in office for the remainder of the week; and all other managers and secretaries are required to be in the office daily.

The proposed lease will enable DPW to avoid relocation costs and remain in place and serve Los Angeles County (County) without any interruption of services. The Premises

is near public transportation routes.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – “Realize Tomorrow’s Government Today” – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal Strengthen connection between service priorities and asset decisions and Key Objective No. 4 – Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by continuing to provide office space for DPW divisions and employees to serve the public in the County.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$1,900,000, but with rent abatement of approximately \$634,000 and parking costs of \$204,000, will equal \$1,470,000. The aggregate cost associated with the proposed lease over the entire term, including rent abatement, parking and Low-Voltage Items costs is \$11,449,000, as shown in Enclosure B-1. The proposed lease costs will be funded 100 percent by DPW funds that are already included in DPW’s existing budget. DPW will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to DPW. DPW has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DPW.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease also contains the following provisions:

- Upon commencement of the proposed lease, the annual rental rate for the Premises will decrease from \$37.85 per square foot, per year, to \$36.00 per square foot, per year. For the rooftop, the rental rate of approximately \$35,000 per year will decrease to approximately \$32,000 per year. Base rent is subject to fixed annual increases of three percent.
- DPW will get an equivalent of four months' rent abatement, which will be applied equally over the initial first year.
- The Landlord, at the Landlord's sole cost and expense, shall construct two new private offices, provide new office furniture not to exceed \$10,000, remove existing workstations affected by the new construction, and refresh the Premises with new paint and carpet. This minor reconfiguration of space requires associated Low-Voltage Items work.
- The Landlord is responsible for all operating and maintenance cost of the building, and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The current monthly parking rate will remain unchanged at \$80 per parking space for 208 on-site parking spaces.
- A comparison of the existing lease and the proposed lease terms is shown in Enclosure B-2.
- The proposed lease includes a five-year and four-month initial term with one option to extend the lease for an additional four years with six months' notice, at fair market rent. If the option is exercised, the total term of the proposed lease will be nine years and four months.
- The County has the right to terminate the proposed lease early any time after the 48th month, with 120 days' prior written notice subject to the payment of the unamortized portion of the cost of the tenant improvements not to exceed \$224,000.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions and the monthly base rent will be adjusted by the regular annual 3 percent increase during the first six months of the holdover period. Should the holdover period extend beyond six months, the base rent will increase by 25 percent. The Landlord has agreed to credit any holdover fee toward the base rent upon extension of a new lease term.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence January 26, 2026,

upon expiration of the existing lease.

- The County shall have the Right of First Offer for any adjacent available space in the building.

Since DPW wanted to remain in this space, a flyer was not issued seeking new space. The Chief Executive Office conducted a market search of available office space for lease to negotiate an appropriate rental rate. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$35.40 and \$49.20 per square foot, per year. The base annual rental rate of \$36.00 per square foot, per year, for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature of services provided by DPW at this location.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

DPW has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Alhambra has been sent, in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will continue to provide a suitable location for the DPW's program, which is consistent with the County's Facility Location Policy, adopted by your Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable

regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space and parking for this County requirement. DPW concurs with the proposed lease and recommendations.

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:ANR:MT:ja

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
Public Works

**DEPARTMENT OF PUBLIC WORKS
1000 SOUTH FREMONT AVENUE, ALHAMBRA**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²	X		
	B	Does lease co-locate with other functions to better serve clients? ²	X		
	C	Does this lease centralize business support functions? ²	X		
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 340 staff there is 152.65 SF per person due to efficient space planning of workstations.		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²	X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A.	Is it a substantial net County cost (NCC) program?		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>				
	A	Did department use CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. <u>X</u> The Program is being co-located.			
	E	Is lease a full-service lease? ²	X		
	F	Has growth projection been considered in space request?	X		
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98					
² If not, why not?					

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS							
1000 South Fremont Avenue, Alhambra							
Department of Public Works							
Basic Lease Assumptions							
Leased Area (sq.ft.)	51,901						
	Monthly	Annual					
Base Rent	\$3.00	\$36.00					
Base Rent (Rooftop Antennae)	\$2,595	\$31,140					
Term	64	5 yrs & 4 mos					
Rent Abatement ⁽¹⁾	4						
Annual Rent Adjustment	3%						
Parking	# of Spaces						
	208						
	Monthly	Annual					
Total Parking Costs (\$80 per space per month)	\$17,000	\$204,000					
Low Voltage Costs (TESMA Labor & Materials)	Lump Sum						
	\$34,000						
	1st Year	2nd Year	3rd Year	4th Year	5th Year	4 months	Total 5 Year & 4 Months Rental Costs
Annual Base Rent Costs	\$1,900,000	\$1,957,000	\$2,016,000	\$2,077,000	\$2,140,000	\$735,000	\$10,825,000
Rent Abatement ⁽¹⁾	(\$634,000)						(\$634,000)
Parking Costs	\$204,000	\$204,000	\$204,000	\$204,000	\$204,000	\$204,000	\$1,224,000
Rent Paid to Landlord	\$1,470,000	\$2,161,000	\$2,220,000	\$2,281,000	\$2,344,000	\$939,000	\$11,415,000
Low Voltage Costs ⁽²⁾	\$34,000						\$34,000
Total Annual Lease Costs	\$1,504,000	\$2,161,000	\$2,220,000	\$2,281,000	\$2,344,000	\$939,000	\$11,449,000
Footnotes							
⁽¹⁾ Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.							
⁽¹⁾ Equivalent of 4 months rent abatement applied equally during the initial first year.							
⁽²⁾ Low voltage estimate of 2 workstation at \$17,000 per workstation							

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 1000 S Fremont Ave., Alhambra	Proposed Lease: 1000 S Fremont Ave., Alhambra	Change
Area (Square Feet)	52,014 sq. ft.	51,901 sq. ft. ⁽¹⁾	-113 sq. ft.
Term (years)	Five years	Five-years and four-months plus one, four-year option to renew	Five years and four-months plus one, four year option to renew.
Annual Base Rent	\$2,000,000	\$1,900,000 ⁽²⁾	-\$100,000
Annual Parking Cost	\$204,000	\$204,000	No change.
Total Annual Lease Costs payable to Landlord	\$2,204,000	\$2,104,000	-\$100,000
Rental rate adjustment	Fixed three percent annual increases.	Fixed three percent annual increases.	No change.

⁽¹⁾51,901 sq. ft. due to elimination of two storage rooms.

⁽²⁾ Does not include rent abatement.

*All numbers are rounded up.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

**ELITE-TRC ALHAMBRA COMMUNITY LLC,
a Delaware limited liability company – Landlord**

**1000 SOUTH FREMONT AVENUE
A9 EAST BUILDING
SUITES E9030, E9100, E9110, E9120, E9400, AND ROOFTOP
ALHAMBRA, CALIFORNIA 91803**

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EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Intentionally Omitted
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 20__ between ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notices:	ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company c/o The Ratkovich Company 1000 South Fremont Avenue, Unit 1 Alhambra, California 91803 Attention: Senior Development Manager With a copy to: c/o ELITE INTERNATIONAL INVESTMENT FUND 700 S. Flower Street, Suite 2380 Los Angeles, CA 90017 Attention: Bill Zhou
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 555 West Fifth Street, 36th Floor Los Angeles, CA 90013 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division

(c) Premises:	Approximately 51,901 rentable square feet comprised of (i) approximately 33,894 rentable square feet identified as Premises A Suite E9400, on the fourth (4th) floor of Building A9 East; (ii) approximately 6,825 rentable square feet identified as Premises B, Suite E9100, on the first (1 st) floor of Building A9 East; (iii) approximately 2,088 rentable square feet as Premises C, Suite E9030, on the Ground Floor (north side) of Building A9 East; (iv) approximately 1 rentable square feet identified as Premises D on the rooftop of Building A9 East; and approximately 9,093 rentable square feet identified as Premises E known as suites E9110 (5,085 rentable square feet) and E9120 (4,008 rentable square feet) on the first (1 st) floor of Building A9 East, as shown on Exhibit A attached hereto.
(d) Building:	Individually and collectively, Premises A, B, C, D, and E shall collectively be defined as the Premises located in that certain office building complex (the "Complex") with an address of 1000 South Fremont Avenue, Alhambra, California, 91803 which is currently assessed by the County Assessor as APN 5342-001-021, 5342-001-024 and 5342-001-025 (collectively, the "Property");
(e) Term:	Five (5) years and four (4) months, the Commencement Date shall be January 26, 2026, (the "Commencement Date"), and terminating at midnight on May 26, 2031 (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the Term of this Lease.
(f) Estimated Commencement Date:	January 26, 2026
(g) Irrevocable Offer Expiration Date: (see Section 33)	January 1, 2026
(h) Base Rent:	Premises A, B, C, and E: \$3.00 per rentable square foot per month

	(i.e., \$155,700.00 per month or \$1,868,400.00 per year) Premises D: \$2,595.86 per month or \$31,150.29 per year Total Monthly Base Rent for Premises A, B, C, D, and E: \$158,296.00 or \$1,899,552.00 per year The Base Rent is subject to fixed three percent (3%) increases per annum. Base Rent shall be abated by \$52,765.33 per month for the first twelve (12) months of the Initial Term.
(i) Early Termination (see Section 4.4)	One hundred twenty (120) days' written notice any time after the 48 th month following the Commencement Date, subject to repayment of the unamortized portion of the cost of the Tenant Improvements, which shall be amortized over the Lease Term at eight percent (8%) per annum, not to exceed \$223,175.10.
(j) Rentable Square Feet in the Premises:	51,901 rentable square feet
(k) Initial Departmental Use:	Department of Public Works, administrative office use, subject to Section 6.
(l) Parking Spaces:	Up to 208 parking spaces (i.e., 4.0 parking space/1,000 RSF) at the current monthly cost of \$80 per unreserved parking space.
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	A report dated March 24, 2018 prepared by B2 Environmental, Inc. Tenant shall have the right to review the asbestos report for the Premises at Landlord's property management office.
(o) Seismic Report	A report dated September 28, 2015, prepared by the Department of Public Works.

1.2 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Intentionally Omitted Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease

2. **PREMISES**

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

2.2 Measurement of Premises

Tenant shall have the right at any time during the first six (6) months of the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. **COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this lease shall be for a period of five (5) years and four (4) months, the Commencement Date shall be January 26, 2026, (the "Commencement Date"), and terminating at midnight on May 26, 2031 (the "Termination Date"), subject to earlier termination by Tenant as provided herein.

4.2 Termination Right

If the Commencement Date has not occurred within ninety (90) days after the Estimated Commencement Date, subject to Tenant Delays or Force Majeure Delays, as provided in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred twenty (120) days' prior written notice, executed by Tenant's Chief Executive Officer or his/her designee, and concurrent repayment of the unamortized portion of the cost of the Tenant Improvements, which shall be amortized over the Lease Term at eight percent (8%) per annum, not to exceed \$223,175.10.

4.5 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor-Controller (A-C) of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid,

(ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-

9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C. Any EFT payment made by Tenant will receive Direct Deposit Remittance through email, with a description of the payment, and any other pertinent details.

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, a Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.3 Base Rent Adjustments

The Base Rent is subject to fixed three percent (3%) annual increases per annum. Tenant shall pay Base Rent during the initial Term per the following schedule:

Months	Rate	Monthly Base Rent
1 -12	PREMISES A, B, C, E: \$3.00 PREMISES D, ROOFTOP: \$2,595.00	PREMISES A, B, C, E: \$155,700.00 PREMISES D, ROOFTOP: \$2,595.00

		TOTAL: \$158,296.00
13 - 24	A, B, C, E: \$3.09 D: \$2,673.88	A, B, C, E: \$160,371 D: \$2,673.88 TOTAL: \$163,044.88
25 - 36	A, B, C, E: \$3.18 D: \$2,754.10	A, B, C, E: \$165,182.13 D: \$2,754.10 TOTAL: \$167,936.23
37 - 48	A, B, C, E: \$3.27 D: 2,836.72	A, B, C, E: \$170,137.59 D: 2,836.72 TOTAL: \$172,974.31
49 - 60	A, B, C, E: \$3.37 D: 2,921.82	A, B, C, E: \$175,241.72 D: 2,921.82 TOTAL: \$178,163.54
61 - 64	A, B, C, E: \$3.47 D: \$3,009.48	A, B, C, E: \$180,498.97 D: \$3,009.48 TOTAL: \$183,508.45

5.4 Rent Abatement

Provided Tenant shall faithfully perform all of the terms and conditions of this Lease, Base Rent shall be abated by \$52,765.33 per month for the first twelve (12) months of the Initial Term.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays; provided, however, in no event shall the Premises be used for any public facing County Department.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days' written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee. Base Rent payable for the first six (6) months of the holdover period shall increase three percent (3%) above the Base Rent due in the last month of the Lease Term, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. After the initial six (6) month period, the Base Rent is subject to a holdover fee equal to 125% of the then Base Rent. Landlord agrees to credit any holdover fee paid toward Base Rent upon extension of the lease term by Tenant.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other casualty rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from

Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work using commercially reasonable efforts to completion, then upon not less than thirty (30) days' prior written notice to Landlord, Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord; provided, however, that if the nature of such repair or restoration is such that more than thirty (30) days is reasonably required, based on Tenant's review of the restoration bids, for completion of the same, then such thirty (30) day period shall be extended as may be reasonably required provided that Landlord shall have undertaken such repair or restoration within said thirty (30)-day period and shall diligently prosecute the same to completion.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the

Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;

- ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
- iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined) in violation of Environmental Laws (as hereinafter defined); and
- iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law as necessitated by the Final Plans (as defined in the Work Letter) and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

- (c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:
[Check the appropriate box]

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner

of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☒ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) In the event Landlord knowingly materially breaches any of Landlord's representations contained in this Section 10.1, then as Tenant's sole remedy for any such breach shall be for Landlord, at no cost to Tenant, to commence the correction of any such breach within 20 days upon written notice to Landlord after becoming aware of such breach.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. For repairs that require the

services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gasses, etc., Landlord shall use Adaptive Building Group. If Adaptive Building Group is not selected for the repairs that require the services of an environmental consultant, Landlord shall retain the services of a qualified vendor that possesses, at minimum, (i) certification from the State of California to perform the environmental consultation and (ii) a minimum of five (5) years of experience conducting investigations related to similar issues in the past seven (7) years as verified via documentation including (1) a copy of the vendor's certification from the State of California, (2) past project start/end dates, (3) contact information for three references, and (4) full copies of three redacted investigation final reports (with all client and facility location identifying information removed from report and replaced with general terms such as "client" and "facility"). Landlord's repair obligations include, without limitation, repairs to, or replacements of:

- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be reasonably requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall, at all times during the Term be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;

- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the receipt by Landlord of such notice, but in any event not later than ten (10) business days after the receipt by Landlord of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). All repairs and replacements shall be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.
- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. In the event Landlord elects to accept such request, then Landlord shall undertake the same and such improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. Tenant shall reimburse Landlord for the costs incurred by Landlord with respect to such work, plus an administration fee charged by Landlord not to exceed three and one-half percent (3.5%). Notwithstanding anything to the contrary contained

herein, Landlord shall have no liability to Tenant for undertaking such obligations, except as shall be due to the gross negligence or willful misconduct of Landlord. This Section shall not apply to any Tenant Improvements as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

(a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

In the event Tenant requires HVAC beyond Normal Working Hours for portions of the Premises other than the mechanical rooms, Tenant shall give Landlord prior notice thereof (pursuant to procedures as shall have been established by Landlord from time to time). Landlord shall install a submeter for the mechanical room housing Tenant's computer servers and related equipment, at Tenant's cost. If such submetering is installed, Tenant shall pay the cost of service reflected by the submeter pursuant to the reasonable procedures established by Landlord relating to such usage.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense; provided, however, Tenant shall pay \$25.00 for each lost or stolen access card or fob that needs to be replaced.

(g) Pest Control

Landlord at its sole cost and expense shall provide commercially prudent pest control services to the Premises.

(h) Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during upon prior written notice for the purpose of inspecting the Premises for any other reasonable purpose. Any such entries shall be without the abatement of Rent and shall include the right to take such commercially reasonable steps as required to accomplish the stated purposes. If Landlord temporarily closes any portion of the Building or the Premises for any reason other than as result of any act or omission by Tenant and Tenant shall fail to have access to the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this

Lease if Landlord has failed to perform such obligation within twenty (20) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such twenty (20) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

16. **ASSIGNMENT AND SUBLETTING**

16.1 Tenant Assignment and Subletting.

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises to any other government department of the County of Los Angeles without first obtaining Landlord's prior consent (a "Permitted Transfer"); provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be

responsible for all future obligations under this Lease. Notwithstanding anything to the contrary contained in this Lease, the Premises may not be used for any public facing County Department. Any other assignment, mortgage, pledge, transfer, or hypothecation other than a Permitted Transfer shall require Landlord's prior written consent.

16.2 Sale by Landlord.

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide ten (10) days' prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied and processed by Tenant.

17. **ALTERATIONS AND ADDITIONS**

17.1 Landlord Consent

Tenant shall not make any modifications or structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations"), without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in

writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

Landlord may impose, as a condition of its consent to all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, materials, mechanics and materialmen approved by Landlord. In any event, a contractor approved by Landlord shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost. Tenant shall not be required to obtain Landlord's approval of the contractor when the work will be performed by Los Angeles County Internal Services Department staff. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the city in which the Building is located, in conformance with Landlord's construction rules and regulations. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any major Alterations involving a cost of at least \$50,000 or more, excluding telecommunication installations or alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Building is located in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to Landlord a reproducible copy of the "as built" drawings of the Alterations.

In connection with any Alterations, Tenant shall pay to Landlord a percentage of the cost of such work (such percentage to be established on a uniform basis for the Complex) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such Alterations.

17.2 End of Term

Upon the expiration of the Term or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in good order and condition, reasonable wear and tear and repairs which are Landlord's obligation excepted, and shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, furniture, equipment, and other articles of personal property owned by Tenant or installed or placed by Tenant at its own

expense in the Premises (including without limitation, telecommunications equipment and data cabling and wiring), and all similar articles of any other persons claiming under Tenant. Tenant shall repair all damage to the Premises resulting from the removal of such items from the Premises. If Tenant fails to complete such removal and/or to repair any damage caused by the same removal Landlord may do so and may charge the cost thereof to Tenant.

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas that provide direct access to the Premises is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

Landlord shall indemnify, defend and hold harmless Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the breach or default under this Lease by Landlord connected with the Landlord's obligations (as described in Section 10.2 (a) and (b) above), provision of services and utilities (Section 11 above) repair, maintenance, and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises. The foregoing shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's Obligations (Section 10.3 above), repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's leased space of the Premises, any negligent act, omission or willful

misconduct of Tenant or its agents, contractors or employees or arising from any default of this Lease by Tenant.

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or

endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, CA 90013
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to

Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(j) Application of Excess Liability Coverage

Landlord may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(k) Tenant Review and Approval of Insurance Requirements

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures.

20.3 Insurance Coverage Types And Limits

(l) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

- i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

- (b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable; provided, however, Tenant shall pay \$25.00 for each lost or stolen parking access card or fob that needs to be replaced. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the parking facilities and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease close-off or restrict access to the parking facilities, or relocate Tenant's parking passes to other parking structures and/or surface parking areas within the Complex, for purposes of permitting or facilitating any such construction, alteration or improvements with respect to the parking facilities or to accommodate or facilitate renovation, alteration, construction or other modification of other improvements or structures located on the Complex; provided, however, Tenant shall have access to two hundred eight (208) unreserved parking spaces at all times during the Term. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord and such owner. Tenant shall be responsible for any parking tax or other charges imposed by governmental authorities in connection with the use of such parking, which taxes and/or charges shall be paid directly by Tenant or the parking users, or, if directly imposed against Landlord, Tenant shall reimburse Landlord for all such taxes and/or charges concurrent with its payment of the parking rates described herein.

21.2 Remedies.

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to Landlord's prevailing parking rate for each parking space not so provided.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the

expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

Landlord, at Landlord's sole cost and expense, shall construct the Tenant Improvements pursuant to a mutually agreed upon plan and the terms of the Lease. The Landlord shall commence the planning and permitting process for the Tenant Improvements upon the Commencement Date and complete the work within 6 months of receipt of permits from the city.

The Tenant Improvements shall include, at a minimum, the following items:

- Construction of two (2) additional private offices outlined in Exhibit A, inclusive of Landlord providing new office furniture, not to exceed \$5,000 per office or \$10,000 for two offices. Any furniture costs exceeding the foregoing amount shall be borne solely by Tenant. In no event shall Landlord be obligated to perform or pay for any IT related work except for low voltage backbone (conduit inside walls). Said offices shall be consistent in size and finishes with the existing offices, using building-standard materials. Scope of construction of the foregoing additional private offices shall be typical of Building standard office construction in the Premises including partition walls, acoustical ceiling, lights, window coverings, sprinklers, power outlets, low voltage back bone, doors and frame, sidelights, door hardware, HVAC, fire life safety, paint and flooring.
- Landlord shall be responsible for removal and disposal of any existing workstations affected by the new office construction.
- New paint and carpet within the Premises.

Tenant shall provide Landlord with furniture specifications and a drawing of the layout of the Premises no later than fifteen (15) business days following the mutual execution and delivery of this Lease.

At the request of the Tenant, Landlord shall develop a space plan to show the two (2) additional private offices, and paint and carpet within the Premises, for the Tenant to approve. Upon approval of the space plan by Tenant, Landlord will commence with construction, all work being done after hours. Landlord will work with Tenant to minimize any disruption with the goal of the Tenant remaining in full occupancy and use of the space to the maximum extent possible during the construction period.

Landlord shall coordinate with Tenant's Project Manager (PM) on its completion of the Landlord's Work to be performed after Tenant's hours of operation so to minimize any

disruption to Tenant's business. Landlord may coordinate with Tenant's PM and obtain approval from such PM in the event Landlord desires to do any work within the Premises during Normal Working Hours. Tenant agrees to cooperate with Landlord and Landlord's contractors not to interfere with or delay the Landlord's Work. Tenant shall be responsible for moving and protecting all items of Tenant's personal property from any Landlord's Work areas. Further, to the extent necessary for the performance of the Landlord Work, Landlord shall be responsible for lifting Tenant's furniture and moving any equipment from the Landlord Work areas.

Landlord shall construct and deliver the Premises in accordance with the terms of the Lease and mutually approved plans per County specification. Landlord and Landlord's contractors shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq., if applicable. Should Tenant be required under the Lease to contribute towards any tenant improvement work, Landlord shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq.

24.1 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum within thirty (30) days from completion of the change request. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must receive approval by the Chief Executive Officer or his/her designee, and written evidence of such approval must be provided to Landlord for the change to be deemed approved. Upon Tenant's written request, within two years following the Commencement Date, Tenant shall have the right to audit the cost of the changes and Landlord shall provide documentation evidencing reasonable detail and payment of any Tenant-initiated and approved change requests made pursuant to this Section 24.1. No Tenant-initiated change request shall proceed until Landlord receives formal authorization of the Change Order from the Chief Executive Officer or his/her designee. Further, Tenant acknowledges that any change order that affects the critical path of Tenant Improvements may result in a delay in completing the Tenant Improvements.

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Landlord hereunder and hereby indemnifies and holds Landlord harmless from any liability or loss from any such lien. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto.

26.2 Existing Deeds of Trust

Upon Tenant's written request, Landlord shall use commercially reasonable efforts to obtain, within thirty (30) days thereafter, a written agreement from the beneficiary under any existing deed of trust affecting the Building, substantially in the form attached hereto as Exhibit E, for the benefit of Tenant.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional thirty (30) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant shall remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances. Any signage installed by Tenant must (a) conform with any and all applicable laws and ordinances, (b) be subject to Landlord's prior approval, and (c) conform with Landlord's signage program for the Complex.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. GENERAL

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this lease: CBRE, Inc. (Kevin Duffy, Damon Feldmeth, Natalie Bazarevitsch, Jackie Benavidez, and Sean O'Malley) ("Landlord's Broker") and CBRE, Inc. (John Zanetos and Kelli Snyder) (Tenant's Broker"). All commissions paid by in connection with this lease shall be pursuant to a separate agreement between Landlord and the agent(s) referenced in this paragraph. Landlord and Tenant understand and acknowledge that CBRE represents both parties in this lease transaction.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for

Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form

of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

30.14 Force Majeure.

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

31. **AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject

to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

(a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent; provided, however, that Landlord shall have the right, without Tenant's prior written consent, to make disclosures of the terms of this Lease with its mortgagees, prospective mortgagees, purchaser and partners, and attorney, accountants, and other advisors of such party (collectively, "**Representatives**"), provided that, in each case, all Representatives agree to treat this Lease and all related information as confidential.

Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. **IRREVOCABLE OFFER**

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to

Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located for any adjacent available space in the Building (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have sixty (60) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such sixty (60) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the date that Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the sixty (60) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises. Tenant's rights under this Section 34 are subject to: (i) rights of tenants under existing leases that are being renewed, or (ii) an unexpired option to expand or an unexpired right of first offer granted to any other person or tenant, which rights are this Lease.

35. OPTION TO EXTEND.

(a) Option Term. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to

renew this Lease for an additional period of four (4) years (the "Extension Term"). The option must be exercised no later than six (6) months before the end of the Term. The Base Rent during the Extension Term shall be at the then fair market value with annual increases of 3%.

(b) Exercise of Option. Tenant must exercise its option to extend this Lease by:

(i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than six (6) months, prior to the end of the Term; and

(ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below.

(c) Terms and Conditions of the Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, except that the Base Rent during the Extension Term shall be equal to the Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, and Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Term.

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the Extension Term. Base Rent during the Extension Term shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent.

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant in the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent during the period of construction or subsequent to the commencement date as to the space in question, brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

- (f) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) business days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Landlord may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.
- (g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 35, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

ELITE-TRC ALHAMBRA COMMUNITY LLC,
a Delaware limited liability company

DocuSigned by:

By: _____
Name: Milan Ratkovich
Its: President

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Roberto Saldana
Senior Deputy County Counsel

Roberto Saldana
2025.11.24
16:04:04 -08'00'

EXHIBIT A

FLOOR PLAN OF PREMISES



Exhibit A
FLOOR PLAN OF PREMISES



Exhibit A
FLOOR PLAN OF PREMISES

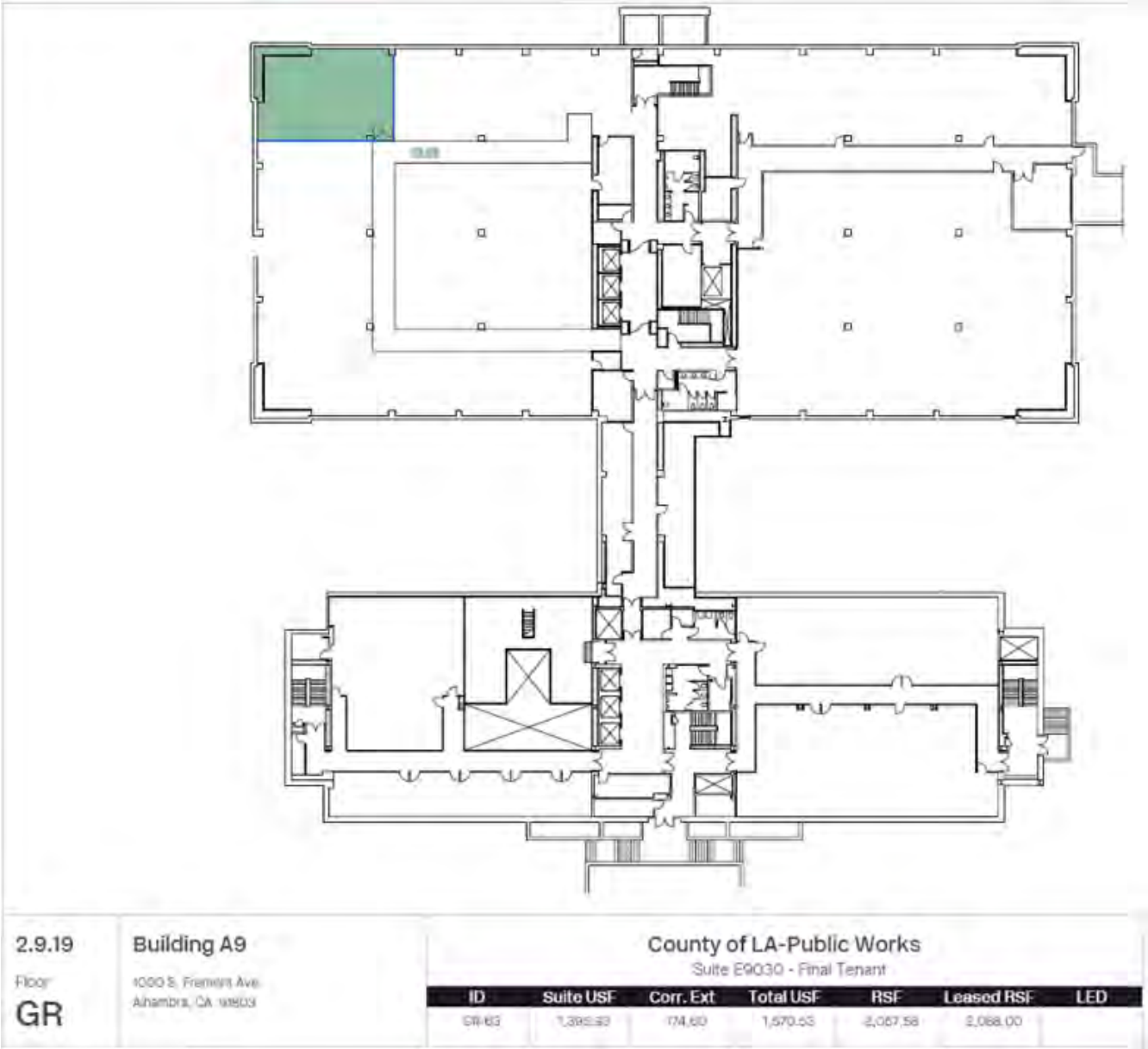


Exhibit A
FLOOR PLAN OF PREMISES



Exhibit A
FLOOR PLAN OF PREMISES



Exhibit A
FLOOR PLAN OF PREMISES



Exhibit A
FLOOR PLAN OF PREMISES

EXHIBIT B

INTENTIONALLY OMITTED

Exhibit B
COMMENCEMENT DATE OF MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

Exhibit C
HEATING, VENTILATION
AND AIR CONDITIONING

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Water Bottle filling stations cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.

B. WEEKLY

14. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
15. Window sills, ledges and wood paneling and molding dusted.

C. MONTHLY

16. Floors washed and waxed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Upholstered furniture vacuumed, plastic and leather furniture wiped
19. Picture moldings and frames dusted.
20. Wall vents and ceiling vents vacuumed.

21. Carpet professionally spot cleaned as required to remove stains.
22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

23. Light fixtures cleaned and dusted, but not less frequently than quarterly.
24. Wood furniture polished.
25. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
26. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

27. Windows washed as required inside and outside.
28. All painted wall and door surfaces washed and stains removed.
29. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

30. Windows washed as required inside and outside.
31. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system, at Tenant's cost if requested by Tenant.
32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
33. Touch-up paint all interior painted surfaces in a color and finish to match existing, at Tenant's cost if requested by Tenant.

G. AS NEEDED

34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

- v. heavy traffic areas cleaned, as needed, with a minimum of once per year;
- vi. moderate traffic areas cleaned as needed, with a minimum of once per year; and
- vii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All HVAC ducts cleaned as needed.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, California 90013

)
)
)
)
)
)
)

Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, California 90013
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
 Lease Dated: _____
 Current Landlord: _____
 Located at: _____
 Premises: _____
 Commencement Date of Term: _____
 Expiration Date: _____
 Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

 (b) The current Rent is set forth above.

 (c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

 (d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

 (e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

Exhibit F

TENANT ESTOPPEL CERTIFICATE

(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name:				3. Contact Person/Telephone Number:		
2. Address:						
				4. Total number of employees in the firm: _____		
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM			
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____			

2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION			
3. Provide the percentage of ownership in each category	All Employees	Women	Is your firm currently certified as a minority owned business firm by the: State of California? ☐ Yes ☐ No City of Los Angeles? ☐ Yes ☐ No Federal Government? ☐ Yes ☐ No			
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						
			Section D. OPTION TO PROVIDE REQUESTED INFORMATION			
			☐ We do not wish to provide the information required in this form. Firm Name: _____ Signature/Title: _____ Date: _____			

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Executive Office
Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, California 90013
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD: _____

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Roberto Saldaña
Senior Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

DEPARTMENT OF PUBLIC WORKS

**SPACE SEARCH – 3 MILE RADIUS FROM
1000 SOUTH FREMONT AVENUE, ALHAMBRA**

LACO	Name	Address	Ownership	Gross SQFT	Vacant
3542	Fire - Administrative Headquarters Building	1320 N Eastern Ave Los Angeles 90063	Owned	39,015	None
A327	Office of Managed Care	1100 Corporate Center Dr Monterey Park 91754	Leased	15,280	None
A328	Sheriff - Inspectional Services Office / DCFS Ctrl Unit	901 Corporate Center Dr Monterey Park 91754	Leased	9,926	None
X327	PRE-RELEASE CENTER AB109	200 W Woodward Ave Alhambra 91801	Owned	11,273	None
0122	Thomas A. Tidemanson Building - Annex Building	417 S Date Ave Alhambra 91803, 900 S Fremont Ave Alhambra 91803	Financed	43,500	None
A423	Sheriff - Personnel and Recruitment Center	101 Centre Plaza Dr Monterey Park 91754	Leased	37,590	None
4526	Biscailuz - Administration Building	1060 N Eastern Ave Los Angeles 90063	Owned	16,571	None
X167	Sherman Block Sheriff's Headquarters Building	4700 W Ramona Blvd Monterey Park 91754	Financed	125,000	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Department of Public Works – 1000 South Fremont Avenue, Alhambra – First District.

A. Establish Service Function Category – Administrative function.

B. Determination of the Service Area – The proposed lease will allow DPW to continue their functions housed in the Premises and continue operations without interruption.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: DPW programs are most effective when located within proximity to the geographic regions they service. This location meets the service area criteria and remains in the desired area directly across from DPW Headquarters.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Metro bus line 258 and City of Alhambra bus line Blue and Green.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: This is an existing County lease facility available to meet DPW's service needs.
- Compatibility with local land use plans: The City of Alhambra has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$11,449,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$35.40 and \$49.20 per square foot, per year. The base annual rental rate of \$36.00 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the DPW's space requirements.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for 340 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	December 17, 2025	
BOARD MEETING DATE	January 13, 2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Natural History Museum	
SUBJECT	LOS ANGELES COUNTY MUSEUM OF NATURAL HISTORY LA BREA TAR PITS MASTER PLAN REVISED PROJECT CERTIFY ADDENDUM NO. 1 TO THE 2025 FINAL ENVIRONMENTAL IMPACT REPORT; ADOPT THE REVISED FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS; APPROVE THE REVISED PROJECT; AND APPROVE IMPLEMENTATION OF PHASE ONE OF THE REVISED PROJECT	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The Museum expects to begin construction on the Recommended Phase One Project in September 2026 with an anticipation completion in June 2028 with reopening and operational in time for the 2028 Olympics and Paralympics.	
COST & FUNDING	Total cost: \$234.0 million	Funding source: County of Los Angeles, Los Angeles County Museum of Natural History Foundation, grants, and donors
	TERMS (if applicable): Not Applicable	
	Explanation: The Recommended Phase One Project estimated to total \$234.0 million will be funded by \$22.0 million received to date from the County and the remaining \$212.0 million will be funded by the The Los Angeles County Museum of Natural History Foundation (Museum Foundation). Any expenditures exceeding the \$234.0 million estimated Recommended Phase One Project cost would be paid by the Museum Foundation from available sources. The Museum Foundation funding sources totalling \$212.0 million include \$138.0 million from Private Individual Donors and Board of Trustee Members; \$44.0 million from Foundations; \$5.0 million from Corporations; \$20.0 million from the State of California; and \$5.0 million from Regional Park and Open Space District.	

	The Museum Foundation has already received donations or written pledges totaling approximately \$105.5 million of the remaining \$212.0 million needed for the Recommended Phase One Project. Fundraising efforts are underway, including a comprehensive campaign that encompasses individuals, grant applications from other Foundations and Corporations, funding from the State and Federal Government, and a funding request to the County for FY2027-28. The Museum Foundation has established an internal commitment to achieve a fundraising pledge goal of \$180.0 million by August 30, 2026 in order to proceed with the current project schedule. Furthermore, the Museum Foundation has adequate and available assets to assist with bridge financing to fulfill any fundraising cashflow shortfall to reach its internal commitment. It is anticipated that the construction of the Recommended Phase One Project would begin in September 2026 and be substantially complete in June 2028.
PURPOSE OF REQUEST	The requested actions are needed by the Natural History Museum Foundation to implement Phase One of the La Brea Tar Pits Revised Master Plan Project and to continue a public fundraising campaign reaching out to the State, Federal, other grant agencies such as Foundations and Corporations, and individual donors.
BACKGROUND (include internal/external issues that may exist including any related motions)	Not Applicable
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: North Star 2 and 3 - see board letter for details. The Project also fulfills the Board Priority of Sustainability through renovation, by addressing a current County asset management deferred management building code deficiencies, ADA accessibility issues, and new construction to include current building sustainability and stormwater features.
DEPARTMENTAL CONTACTS	Leslie Negritto Chief Financial Officer Los Angeles County Museum of Natural History Foundation 213.763.3442 office lnegritto@nhm.org Chebon Marshall Chief of Staff & Chief Operating Officer Los Angeles County Museum of Natural History Foundation 213-763-3480 office 405-820-3259 mobile cmarshall@nhm.org



Natural History Museums of Los Angeles County
900 Exposition Blvd
Los Angeles, CA 90007
tel 213.763.3301
www.nhm.org

Dr. Lori Bettison-Varga
President and Director

1

January 13, 2026

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

Dear Supervisors:

**LOS ANGELES COUNTY MUSEUM OF NATURAL HISTORY
LA BREA TAR PITS MASTER PLAN REVISED PROJECT
CERTIFY ADDENDUM NO. 1 TO THE 2025 FINAL ENVIRONMENTAL IMPACT REPORT;
ADOPT THE REVISED FINDINGS OF FACT AND
STATEMENT OF OVERRIDING CONSIDERATIONS;
APPROVE THE REVISED PROJECT; AND APPROVE
IMPLEMENTATION OF PHASE ONE OF THE REVISED PROJECT
(SECOND DISTRICT) (3 VOTES)**

SUBJECT:

This letter recommends approval of revisions to the previously approved Los Angeles County Museum of Natural History La Brea Tar Pits Master Plan Project (Los Angeles County Museum of Natural History Revised La Brea Tar Pits Master Plan Project); certification of Addendum No. 1 to the 2025 Final Environmental Impact Report; and adoption of the Revised Findings of Fact and Statement of Overriding Considerations; and authorizes the Los Angeles County Museum of Natural History Foundation (Museum Foundation) to implement Phase One of the Revised Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Certify that Addendum No. 1 to the 2025 Final Environmental Impact Report for the Los Angeles County Museum of Natural History Revised La Brea Tar Pits Master Plan Project, has been completed in compliance with the California Environmental Quality Act and reflects the independent judgement and analysis of the County, find that the Board has reviewed and considered the information in the Addendum No. 1 together with the Final Environmental Impact Report prior to approving the Revised Project, including project phasing and specifically

Phase One of the La Brea Master Plan - Refined Alternative 3 Project; adopt the Revised Findings of Fact and Statement of Overriding Considerations, and approve the Addendum.

2. Approve the Los Angeles County Museum of Natural History Revised La Brea Tar Pits Master Plan Project.
3. Authorize the Los Angeles County Museum of Natural History Foundation to proceed with implementation of Phase One of the Revised La Brea Tar Pits Master Plan Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will certify Addendum No. 1 to the 2025 Final Environmental Impact Report (2025 Final EIR) for the Los Angeles County Museum of Natural History Revised La Brea Tar Pits Master Plan Project which incorporates the proposed revisions, including project phasing and specifically Phase One of the Los Angeles County Museum of Natural History Revised La Brea Tar Pits Master Plan Project, which includes interior and exterior renovation to the George C. Page Museum (Page Museum) including a slight increase of 2,813 square-footage for additional office space, catering kitchen, mechanical equipment, and a new exterior elevator; and renovating related landscaping within some areas of the 13-acre site located in Hancock Park.

The Los Angeles County Museum of Natural History (Museum) is committed to principles of accessibility and engagement and to being a hub for discoveries and dialogue around critical issues of global significance and local impact. The Museum's three strategic goals guide how the Museum interacts with internal and external communities through research and unparalleled collections: 1) expanding its role as museums of, for, and with Los Angeles; 2) creating an interdisciplinary model for understanding and connecting to urban nature; and 3) strengthening and activating its research and collections to create and communicate new knowledge about our world.

On February 4, 2025, your Board certified the Final Environmental Impact Report; adopted the Mitigation Monitoring and Reporting Program, Environmental Findings of Fact and Statement of Overriding Considerations and approved the Los Angeles County Museum of Natural History La Brea Tar Pits Master Plan Project (Approved Project).

The Approved Project included:

- Renovating the Page Museum within the existing building footprint of approximately 63,200 square feet, including deferred maintenance of the building and systems and to meet modern seismic, electrical, and building code standards. The renovation would also allow much of the collection space to be reorganized and enlarged to provide better housing and display of the collections to the public. The enlarged storage for the collections and renovated labs would accommodate additional storage, state-of-the-art research facilities, and space for visiting researchers.

- Retaining the central open air courtyard with its structural space frame that supports the frieze, including the open-air, steel-grid roof that enhances the indoor-outdoor integration of the Page Museum and is a primary character-defining feature that would not be altered or capped.
- Constructing a new museum building of approximately 40,000 square feet, including a new cafe, farther to the north and west of the Page Museum, allowing for more separation of the new museum from the existing Page Museum, while also allowing for an increase in square footage to the Central Green community space.
- Revising the programming for interior spaces of the Page Museum and the new museum building, resulting in changes and improvements to the location of the theater, classrooms, the retail store, and other interior elements.
- Reconfiguring on-site surface parking to complement the adjusted new building footprint, extending north of the new museum building and maintaining the number of parking spaces that currently exist on-site, with the inclusion of required electric vehicle charging stations, with entrances from 6th Street and Curson Avenue.
- Reconfiguring the existing main entrance of the Page Museum to become a new outdoor classroom and education entrance, which would include the planting of trees to shade the proposed stepped seating.
- Connecting the Page Museum and the new museum building with a covered, open-air breezeway. An entrance would be incorporated into the northwestern corner of the Page Museum to provide access to the breezeway, thereby retaining more of the original character-defining features and materials of the historical resource.
- Removing a portion of the berm at the northwest corner to accommodate a new entrance to the Page Museum.
- Modification of the west and north sides of the berm would still be necessary and would allow for an Americans with Disabilities Act (ADA) ramp up to the terrace level on the west. The berms on the east and south side would be maintained, along with new berms on the west side of the new building.
- Renovating the existing entrance to La Brea Tar Pits at Wilshire Boulevard and South Curson Avenue with a shaded canopy and new welcome pavilion.
- Renovating the existing entrance at the northwest corner of West 6th Street and the entrance to the Los Angeles County Museum of Art service drive with a shaded canopy and new welcome pavilion.
- Reconfiguring the existing pedestrian pathways on-site into a continuous and ADA accessible paved path linking the existing features of the project site; improvements to the Central Green

community space, and establishment of a children's play area, picnic areas, and a possible future small dog park.

- Renovating the excavation compound including Pit 91 and Project 23 to better serve both research and educational programs.
- Renovating the existing facilities at all the tar pits in the northwestern portion of the project site, including removal and replacement of some vegetation. Establishment of three distinct landscaping zones encircled by a looping pedestrian path. The landscaping currently includes more than 330 trees on the project site. The Project would require removal and replacement and/or relocation of between 150 and 200 trees. The planting strategy includes the planting (introduction or relocation) of a similar number of trees as would be removed. It is estimated that some percentage of the 150 to 200 trees to be removed may be eligible to be successfully relocated rather than replaced. The project would also create three biofiltration areas for stormwater management.

Proposed revisions to the Approved Master Plan Project that are included in the proposed Revised Project include:

- Construction of a new external elevator structure, which would be connected by a walkway to the northern side of the Page Museum terrace. The new external elevator structure would be located where the existing mechanical enclosure is, between the Page Museum and the parking lot. With this renovation, the existing staircase and 1,200 square-foot mechanical enclosure would be demolished, and mechanical equipment would be relocated within the Page Museum renovation underneath the new terrace. The new elevator structure has been designed to be slightly lower than the building height of the Page Museum.
- Construction of an approximately 2,813-square-foot addition on a portion of the north side of the Page Museum berm to accommodate the new ground-floor addition beneath. This new design would result in a reconfigured berm, which would no longer reach the ground level. This reconfiguration would include constructing a new mechanical well, exterior staircase east of the new elevator, new office space, and a catering kitchen.
- Refinements to the reuse of the existing south entrance for an outdoor education space. These renovations would include the addition of permanent benched seating for a capacity of 58, four of which would be compliant with the Americans with Disability Act (ADA); tree wells; handrails; and landscaping, as well as the removal of two existing statues and signage that flank the existing entrance (to be relocated elsewhere on the property).

The Museum also reevaluated the project and determined that, at this time, the best use and cost effectiveness would be to implement the proposed Revised Project over a number of phases.

The Museum is requesting your Board's approval to proceed with the implementation of the following Recommended Phase One Project proposed scope to include:

- Renovating the Page Museum within the revised approximately 69,000 square feet, including deferred maintenance of the building and systems and to meet modern seismic, electrical, and building code standards. The renovation would also allow much of the collection space to be reorganized and enlarged to provide better housing and display of the collections to the public. The enlarged storage for the collections and renovated labs would accommodate additional storage, state-of-the-art research facilities, and space for visiting researchers.
- Removing a portion of the berm at the northwest corner to accommodate a new entrance to the Page Museum. The new entrance would be incorporated into the northwestern corner of the Page Museum to provide access to the breezeway, thereby retaining more of the original character-defining features and materials of the historical resource.
- Creating a new landmass with an accessible ramp and bridge that connects the Park grounds to the Page Museum's terrace level, until the new proposed exhibition building is implemented in a future project phase.
- Expanding the north berm to install the addition of a new external elevator structure, office space, a catering kitchen, and mechanical equipment. Reconfiguring the existing main entrance of the Page Museum to become a new outdoor classroom and education entrance, which would include the planting of trees to shade the proposed stepped seating.
- Modification of the west and north sides of the berm would still be necessary and would allow for an ADA ramp up to the terrace level on the west. The berms on the east and south side would be maintained, along with new berms on the west side of the new building.
- Designing and installing new exhibitions would tell the story of the Ice Age animals, the tar pits, and implications for today.
- Retaining the central open air courtyard with its structural space frame that supports the frieze, including the open-air, steel-grid roof that enhances the indoor-outdoor integration of the Page Museum and is a primary character-defining feature that would not be altered or capped.
- Enhancing the existing parking lot, including a new slurry coat and striping, remediation of existing tar seep structures, and new landscaping. The parking lot would not be relocated in Phase One.
- Broader improvements throughout the 13-acre site, including new wayfinding signage, updated lighting fixtures, new and replacement trees and plantings, new outdoor furniture, and the installation of two bioswales.

BACKGROUND

Hancock Park is a 23-acre parcel, bounded by Wilshire Boulevard to the south, Sixth Street to the north, Fairfax Avenue to the west, and Curson Avenue to the east. Created in 1923 when oil tycoon George Allan Hancock donated it to Los Angeles County in an effort to preserve the land and to guarantee that the fossils discovered in its tar pits would be properly archived and exhibited, Hancock Park today is home to La Brea Tar Pits and the Page Museum, the Los Angeles County Museum of Art (LACMA), and the Academy of Motion Picture Arts and Sciences Museum (Academy Museum). Together, Hancock Park and its resident institutions comprise one of the County's and City of Los Angeles's most prized cultural assets, hosting millions of local and out-of-town visitors annually.

La Brea Tar Pits, their attendant research stations, and the Page Museum reside on approximately 13 acres of Hancock Park. This part of the Park campus is also a recreation area valued by its neighbors for its walking paths, picnic tables, and grassy open areas—in addition to the Tar Pits themselves. Thanks to a family of full-scale mammoth models at the edge of the Lake Pit at the corner of Wilshire and Curson, the Tar Pits are also a well-known visual symbol of the County's cultural and natural history.

In addition to the Tar Pits and Page Museum, the campus includes several active research sites, called “digs,” the modest Observation Pit building from the 1950s (refurbished in 2014), a concession building, public restrooms, and a parking lot. The site also hosts simulated Pleistocene landscapes and contemporary gardens. Among the most popular features of the campus are the broad, sloping grass hills that encase the Page Museum, which was built as a largely subterranean structure in order to preserve as much of the Park as possible.

La Brea Tar Pits is an enormously popular and important cultural asset for the County and City, attracting neighbors, school children from across the metropolitan area, and visitors from around the world. The Museum welcomes 400,000 visitors annually. Hancock Park is visited by an estimated 2 million people each year. As an active research site, the Tar Pits also hosts scientists and researchers on an ongoing basis.

The Tar Pits and Page Museum define the eastern third of Hancock Park. Wayfinding and signage in the Park were installed in the early 2000s, and modest Park improvements have been studied and implemented by architects, landscape architects, and designers periodically for years. But the basic shape and form of the Tar Pits has not changed significantly since 1977, when the Page Museum opened. The Page Museum, designed by Los Angeles architects Frank Thornton and Willis Fagan, is a pyramidal Brutalist construction, burrowed into the earth and surmounted with an extraordinary 10-foot-high, 4-sided fiberglass frieze of Ice Age landscapes, plants, and mammals, created by the sculptor Manuel Paz. Thornton and Fagan buried their building to preserve as much of the Park as possible, and also to create a viewing environment that suggested an excavation to visitors. Because most of the building is subterranean, the mural is its most visible architectural attraction from the street. It surrounds a 9,000-square-foot, 50-foot-high central atrium about which rotate 28,000 square feet of exhibition and conservation spaces, and an additional 20,000 square feet of climate-controlled storage.

Though generally well maintained, the Page Museum has not been significantly renovated or updated since it opened, and its collections and research activities long ago outgrew the building as designed. Further, its mechanical, electrical, and plumbing systems are outmoded and overtaxed. Storage is neither easy to maintain climatologically nor to access (one must traverse the entire perimeter to reach certain sections). Due to the building's shape and underground location, it is difficult to modify or expand. Its exhibition galleries and storage areas are largely inflexible, challenging the institution's ability to adapt to changing notions of exhibition, education, research, and storage. Though sound, the Page Museum's structural systems predate and complicate seismic retrofitting. Finally, as with many Brutalist and environmentally sensitive buildings of the era, some see it as little more than a bunker.

The grass-covered sloping walls of the Page Museum, as noted above, are an important and beloved feature of Hancock Park's landscape: at nearly every moment of the day, children, and even adults, can be seen sunbathing on or even more popular, rolling down its sides. The rest of the Park is crisscrossed by pathways that lead visitors around the hill of the Page Museum and between the various tar pits. There are clusters of trees, particularly closer to LACMA, as well as human-made interventions like benches and seats scattered about the site. Though pleasant enough, the Park's landscape design is modest.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This requested approval of the Revised Approved Project and the Recommended Phase One Project would support the County Strategic Plan:

- North Star 2, Foster Vibrant and Resilient Communities through Focus Area D Sustainability Strategies I and III by mitigating climate change, building resilient communities, and supporting thriving ecosystem, habitats, and biodiversity, and through creating public spaces and programs that are welcoming, accessible, where all residents can easily build relationships, create social networks, feel connected and can access opportunities; and
- North Star 3, Realize Tomorrow's Government Today, through Focus area Goal C, Equity-Centered Policies and Practices, Strategy i by implementing projects that are equity-based and seek racial social, and economic equity in County Parks and Focus Area Goal G, Interior Controls and Processes, Strategy ii by effectively managing a County part asset in ways that are fiscally responsible and align with the County's highest-priority needs.

FISCAL IMPACT/FINANCING

The estimated cost for the Recommended Phase One Project of the Revised Project including A/E services, exhibit designer, consultant services, construction, and change order contingency, totals \$234.0 million.

The estimated \$234.0 million will be funded by \$22.0 million received to date from the County and the remaining \$212.0 million will be funded by the The Los Angeles County Museum of Natural History Foundation (Museum Foundation). Any expenditures exceeding the \$234.0 million estimated Recommended Phase One Project cost would be paid by the Museum Foundation from available sources.

The Museum Foundation funding sources totalling \$212.0 million include \$138.0 million from Private Individual Donors and Board of Trustee Members; \$44.0 million from foundations; \$5.0 million from Corporations; \$20.0 million from the State of California; and \$5.0 million from Regional Park and Open Space District.

The Museum Foundation has already received donations or written pledges totaling approximately \$105.5 million of the remaining \$212.0 million needed for the Recommended Phase One Project. Fundraising efforts are underway, including a comprehensive campaign that encompasses individuals, grant applications from other foundations and corporations, funding from the State and Federal Government, and a funding request to the County for FY2027-28.

The Museum Foundation has established an internal commitment to achieve a fundraising pledge goal of \$180.0 million by August 30, 2026 in order to proceed with the current project schedule. Furthermore, the Museum Foundation has adequate and available assets to assist with bridge financing to fulfill any fundraising cashflow shortfall to reach its internal commitment.

It is anticipated that the construction of the Recommended Phase One Project would begin in September 2026 and be substantially complete in June 2028.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County and the Museum Foundation entered into an Operating Agreement dated July 1994, with subsequent amendments, providing for the Museum Foundation to provide financial, in-kind, or in-time support and assistance for several services including design and development of exhibitions and capital projects.

The Museum Foundation Board Architect Selection Committee, after site visits, deliberations and community support, selected Weiss Manfredi Architects to begin the conceptual plan and design phases for the project.

The project team has been working through all design and construction plan phases and currently plans have been submitted to the County Department of Public Works Building and Safety with an estimated anticipated start date for construction in September 2026.

Upon substantial completion of the Recommended Phase One Project, the redesigned Page Museum, along with new exhibitions and improved landscaping, would become an asset of the County. Implementation of the proposed project would be completed in compliance with the ADA and Building Codes.

ENVIRONMENTAL DOCUMENTATION

On February 4, 2025, your Board certified the Final Environmental Impact Report (2025 Final EIR) for the La Brea Tar Pits Master Plan Project. The Museum has since identified the need for minor project revisions and a phased implementation plan. Addendum No. 1 to the 2025 Final EIR has been prepared in compliance with the California Environmental Quality Act (CEQA) to analyze these proposed changes.

The analysis in Addendum No. 1 to the Final EIR demonstrates that the proposed revisions to the previously Approved Project which include a new external elevator, a 2,813 square-footage addition to the north side of the Museum for office space, a catering kitchen, and mechanical equipment, and alterations to the north berm and the implementation of the project in phases do not meet the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR. Specifically, the proposed changes would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No new information of substantial importance has been identified that would require major revisions to the 2025 Final EIR. Therefore, the Museum determined that, pursuant to State CEQA Guidelines section 15164, an Addendum is the appropriate environmental document where changes or additions to the Approved Project are necessary.

There are no changes to the previously Approved Project or to the circumstances under which the Revised Master Plan Project or the proposed Phase One of the Revised Project is undertaken that require further review or findings under the CEQA. The required fee to the California Department of Fish and Wildlife was paid for the previously certified Final Environmental Impact Report.

The proposed Revised CEQA Findings of Fact (Findings) and Statement of Overriding Considerations (SOC) provide disclosure and clarity with respect to the impacts of the proposed revisions to the previously approved Master Plan project.. The Revised Findings of Fact refine and clarify that the Revised La Brea Tar Pits Master Plan project would continue to have the same level of impacts as were previously disclosed. The SOC will continue to apply to the previously disclosed significant and unavoidable impacts. Further the previously adopted mitigation measures will be implemented as planned to address the significant impacts associated with the Approved Project consistent with the certified Final EIR and Addendum No.1 to the EIR. The previously adopted Mitigation Monitoring and Reporting Program will continue to apply.

Upon the Board's approval of the recommended actions, the Museum will file a Notice of Determination with the County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation pursuant to Public Resources Code section 21152 and will post the Notice to the Museum's website in accordance with Section 21092.2.

The previously certified Final EIR, Addendum No. 1 to the Final EIR, and related documents including the Mitigation Monitoring and Reporting program, Findings of Fact and Statement of Overriding Considerations (including amendments thereto) are available and can be viewed at 900 Exposition Boulevard, Los Angeles, California, Monday through Friday during regular business hours of 9:30am-5:00pm as well as on-line at <https://tarpits.org/public-process>. The location of the documents and other materials constituting the record of the proceedings upon which your Board's decision is based in this matter is Museum of Natural History, 900 Exposition Boulevard, Los Angeles, California.

The custodian of such documents and records is the Chief Financial Officer, Museum Foundation.

CONTRACTING PROCESS

As authorized under the Operating Agreement, contracts for design and environmental documentation of the Revised Project and Recommended Phase One of the Revised Project have been negotiated and executed by the Museum Foundation.

The Museum Foundation will manage and deliver the proposed Recommended Phase One of the Revised Project within its existing construction policies and procedures, as authorized under the Operating Agreement.

The Museum Foundation has discussed the proposed Recommended Phase One of the Revised Project with a few general contractors and proposes to review implementation of the proposed project through the most cost effective and construction efficient implementation method, engaging a general contractor who is knowledgeable about the site and the incredibly complicated infrastructure.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Museum is proposing the closure of the George C. Page Museum and the eastern side of Hancock Park to the public while the proposed Recommended Phase One of the Revised Project is being implemented. The Museum will be keeping the western side of Hancock Park open to the public, unless small areas need to be temporarily closed for safety purposes or implementation of the proposed improvements.

Many staff assigned at the Page Museum will be relocated to the Natural History Museum or offices across the street at 5800 Wilshire Boulevard.

The proposed Recommended Phase One of the Revised Project is anticipated to be completed by June 2028 and the Page Museum to be reopened and operational in time for the 2028 Olympics and Paralympics.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two certified copies of the Minute Order, the adopted and stamped Board letter, and the adopted Revised Findings of Fact and Statement of Overriding Considerations to the Natural History Museum, 900 Exposition Boulevard, Los Angeles, CA 90007 for further processing.

The Honorable Board of Supervisors

January 13, 2026

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Respectfully submitted,

Dr. Lori Bettison-Varga

President and Director

Attachments:

1. Revised La Brea Tar Pits Master Plan
 2. La Brea Tar Pits Master Plan Project, Addendum No. 1 to the 2025 Final Environmental Impact Report
 3. Revised Finding of Fact and Statement of Overriding Considerations
- C: Executive Office ,Board of Supervisors
Chief Executive Office
County Counsel
Los Angeles County Museum of Natural History Foundation

ATTACHMENT 3

CALIFORNIA ENVIRONMENTAL QUALITY ACT REVISED FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS STATE CLEARINGHOUSE NO. 2022020344

PREPARED FOR:
Los Angeles County Museum
of Natural History Foundation
on behalf of the County
of Los Angeles Museum of Natural History
900 Exposition Boulevard,
Los Angeles, CA 90007
Contact: Leslie Negritto, Chief ~~Operating~~ Financial Officer

PREPARED BY:
SWCA Environmental Consultants
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SECTION 1 - INTRODUCTION

1.1 Project Introduction

The County of Los Angeles (County) has made the following Revised Findings of Fact for the Final Environmental Impact Report (EIR) and Addendum #1 to the 2025 Final EIR for the La Brea Tar Pits Master Plan Project, State Clearinghouse Number 2022020344, ~~prepared for the Los Angeles County La Brea Tar Pits Master Plan.~~

On February 4, 2025, the Los Angeles County Board of Supervisors (Board of Supervisors) approved the Recommended Project for the La Brea Tar Pits Master Plan, concurrently certifying the Master Plan EIR (certified Final EIR) and adopting the associated California Environmental Quality Act (CEQA) Findings of Fact and Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (MMRP). A Notice of Determination was filed with the County Register Recorder (equivalent of the County Clerk) and the State Clearinghouse in the Office of Land Use and Climate Innovation on February 5, 2025. The La Brea Master Plan project that was approved by the Board of Supervisors is herein after referred to as the “Approved Project.” The Approved Project includes the redevelopment of the 13-acre La Brea Tar Pits site, with a reimagined site design, expansion and upgrades to the Tar Pits complex, including renovations to the George C. Page Museum (Page Museum), and the addition of the New Museum Building. In the certified Final EIR, the Approved Project is referred to as Refined Alternative 3. The project site, owned by the County of Los Angeles, is located within Hancock Park and adjacent to the Los Angeles County Museum of Art (LACMA) at 5901 Wilshire Boulevard in the City of Los Angeles, California.

The EIR analyzes the significant and potentially significant environmental impacts, which may occur because of the project. The Draft EIR (Draft EIR) was published on September 11, 2023, and circulated for an initial public review for a period of 45 days. In compliance with the California Environmental Quality Act (CEQA), a Notice of Completion and the Draft EIR were filed with the State Clearinghouse at the time of publishing and are posted on the State Clearinghouse’s CEQAnet Web Portal. Notices were subsequently filed with the State Clearinghouse on September 11, 2023. The County, as the CEQA Lead Agency, prepared the Final EIR for the project, which was published on January 21, 2025. The Final EIR includes comments received on the Draft EIR; responses to comments; and revisions, clarifications, and corrections to the Draft EIR. Unless expressly called out independently, the Final EIR and the Draft EIR together constitute the “EIR” referenced throughout this document. Section 8 of this document describes the Findings Regarding Project Alternatives. Section 9 of this document identifies the specific economic, legal, social, technological, and/or other considerations that make infeasible mitigation measures or project alternatives to avoid significant impacts and the County’s overriding considerations in its decision to approve the ~~Recommended P~~ project notwithstanding the significant and unavoidable environmental impacts that would result from the ~~Recommended P~~ project.

After completion of the Draft EIR, the County, as Lead Agency, considered the EIR evaluation with respect to the Draft EIR comments made by the commenting entities and individuals, particularly concerns regarding historical resources. As a result, the County considered how Alternative 3 could be further enhanced to meet the intent of the alternative and further meet the objectives for the project. After this consideration, the County will be recommending approval of Refined Alternative 3, Adjust Footprint to Reduce Contact with Page Museum and Expand Central Green, which reduces significant historical impacts while attaining the project’s basic objectives. The County has elected to recommend approval of Refined Alternative 3 as the Recommended Project.

The CEQA Findings of Fact (Findings) and Statement of Overriding Considerations (SOC) of February 4, 2025 set forth the County’s findings from the EIR’s determinations regarding significant environmental impacts and the mitigation measures implemented to address the significant impacts associated with the Approved Project. Following the certification of the EIR, the Natural History Museums of Los Angeles County (NHMLAC) identified the need for modifications to the Approved Project. The modifications proposed to the Approved Project include the addition of an external elevator structure to the north of, and connecting to, the Page Museum as well as alterations to the north side of the Page Museum and northern berm to provide additional internal space. The design for the reuse of the original primary entrance on the south side of the Page Museum is also proposed to be further refined. Additionally, since certification of the 2025 Final EIR, the NHMLAC has determined the anticipated first phase of project construction. The modifications to the Approved Project are herein after referred to as the “Revised Project.”

In accordance with Section 15164 of the State CEQA Guidelines, the County has determined that an Addendum to the certified EIR is the appropriate environmental document to analyze the changes that are proposed to the Approved Project since the EIR was originally certified.

The 2025 Final EIR (Volumes I and II) and related documents including the Mitigation Monitoring and Reporting Program are available at the NHMLAC website at: <https://tarpits.org/public-process>. The proposed changes to the Approved Project are minor in nature and would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects as documented in Chapter 5, Environmental Impact Analysis, of Volume II of the certified Final EIR. Additionally, no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Final EIR was certified has been identified.

As noted in Section 15164 of the State CEQA Guidelines an Addendum does not require circulation. An Addendum does not provide significant new information that changes the certified Final EIR in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect. The Board of Supervisors of the County of Los Angeles, as governing body of the County, shall consider the Addendum with the certified Final EIR as part of the discretionary review of the proposed revision to the Master Plan prior to approving the proposed revision. The County has reviewed and considered the information contained in Addendum #1 to the Final EIR and finds that the preparation of subsequent CEQA analysis that would require public circulation is not necessary.

These minor clarifying revisions to the Revised CEQA Findings of Fact and Statement of Overriding Considerations are not required by CEQA or the CEQA Guidelines. The proposed Revised CEQA Findings and SOC provide disclosure and clarity with respect to the impacts of the proposed revisions to the previously approved Master Plan project. The Revised Findings of Fact refine and clarify that the Revised La Brea Tar Pits Master Plan project would continue to have the same level of impacts as were previously disclosed. The SOC will continue to apply to the previously disclosed significant and unavoidable impacts. Further the previously adopted mitigation measures will be implemented as planned to address the significant impacts associated with the Approved Project consistent with the certified Final EIR and Addendum No.1 to the EIR. The previously adopted Mitigation Monitoring and Reporting Program will continue to apply. Revisions to the original adopted February 4, 2025 findings are shown in ~~strikeout~~ (strikeout) for deletions, and underline for additions.

1.2 Findings Required Under CEQA

The California Public Resources Code Section 21002 provides that:

... public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required by this division are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.

Section 21002 goes on to state that “in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.”

The mandate and principles presented in Public Resources Code Section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required (refer to Public Resources Code Section 21081(a); CEQA Guidelines Section 15091(a)). For each significant environmental effect identified in an EIR for a proposed project, the approving agency must issue a written finding accompanied by a brief explanation of the rationale for each finding.

The possible findings in CEQA Guidelines Section 15091(a) are:

1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the EIR.

CEQA Guidelines Section 15092(b) provides that no public agency shall approve a project for which an EIR was prepared unless either:

1. The project approved will not have a significant effect on the environment, or
2. The public agency has:
 - (a) Eliminated or substantially lessened all significant effects where feasible as shown in the findings under Section 15091, and
 - (b) Determined that any remaining significant effects on the environment found to be unavoidable under Section 15091 are acceptable due to overriding concerns as described in Section 15093.

For those significant impacts that cannot be mitigated to a less than significant level, the public agency is required to find that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment (CEQA Section 21081(b) and CEQA Guidelines Section 15093). If such findings can be made, the Guidelines state in Section 15093 that “the adverse environmental effects may be considered acceptable.” CEQA also requires that findings made pursuant to Section 15091 be supported by substantial evidence in the record (CEQA Guidelines, Section 15091(b)). Under CEQA, substantial evidence means enough relevant information has been provided

(reasonable inferences from this information may be made) to support a conclusion, even though other conclusions might also be reached. Substantial evidence includes facts, reasonable assumptions predicated on facts, and expert opinion supported by facts (CEQA Guidelines, Section 15384).

The following sections (Sections 4, 5, 6, and 7) set forth the County's findings from the Final EIR's determinations regarding significant environmental impacts and the mitigation measures implemented to address the significant impacts associated with the Recommended Revised Project. Although CEQA Guidelines Section 15091 and Public Resources Code Section 21081 only require findings to address significant environmental effects, findings often address impacts that were found to be less than significant and, therefore, these findings will account for all effects identified in the Final EIR.

These findings provide the written analysis and conclusions of the County regarding the environmental impacts of the Recommended Revised Project (~~described in the EIR as Refined Alternative 3~~), the mitigation measures included as part of the Final EIR and adopted by the County as part of the Recommended Revised Project, and the alternatives that have been either rejected as infeasible (No Project/No Build Alternative and Alternative 1) or rejected because the alternatives would not avoid or reduce the project's significant unavoidable impacts and/or they would be detrimental to other environmental objectives (Alternative 2). The specific findings regarding project alternatives are provided in Section 8. These findings refer to the analyses contained within the Final EIR to avoid duplication and redundancy. Because the County agrees with, and hereby adopts, the conclusions in the Final EIR (~~see specifically Final EIR, Volume II, Chapter 6, Alternatives Analysis, for more information on Refined Alternative 3 that is now the Recommended Project~~), these findings will not repeat the analysis and conclusions in the Final EIR, but instead incorporates them by reference in these Findings and relies upon them as substantial evidence supporting these Findings.

1.3 Organization of CEQA Findings of Fact and Statement of Overriding Considerations

The content and format of these CEQA Findings of Fact are designed to meet the latest CEQA Statutes and Guidelines. The Findings of Fact are organized into the following sections:

Section 1. Introduction identifies and purpose of the Findings of Fact and outlines the organization of this document.

Section 2. Project Overview describes the project description, location, objectives, and the required permits and approvals for the Recommended Revised Project.

Section 3. CEQA Review and Record of Proceedings describes the steps County has undertaken to comply with CEQA as they relate to public input, review, and participation during the preparation of the Draft and Final EIRs and identifies the location and custodian of the record of proceedings.

Section 4. Environmental Issues Determined Not to be Affected by the project provides a summary of environmental impacts which were determined to clearly not manifest at levels that were deemed to be significant for consideration in the Final EIR.

Section 5. Impacts Determined to be Less than Significant provides a summary of those environmental issue areas where no reasonably foreseeable impacts would occur, and those impacts determined to be below the threshold of significance without the incorporation of mitigation measures.

Section 6. Less Than Significant Impacts with Mitigation provides a summary of significant environmental impacts for which implementation of identified feasible mitigation measures would avoid or substantially reduce the environmental impacts to less than significant levels. This section

also provides specific written findings regarding each potentially significant impact associated with the ~~Recommended~~ Revised Project.

Section 7. Significant Environmental Impacts provides a summary of significant environmental impacts for which no feasible mitigation measures are identified or for which implementation of identified feasible mitigation measures would not avoid or substantially reduce the environmental effects to less than significant levels. This section also provides specific written findings regarding each significant impact associated with the ~~Recommended~~ Revised Project.

Section 8. Findings Regarding Project Alternatives provides a summary of the alternatives considered and the results of the alternatives analysis analyzed in Volume II, Chapter 6 of the Final EIR.

Section 9. The Statement of Overriding Considerations provides a summary of all the ~~Recommended~~ Revised Project's significant unavoidable adverse impacts. In addition, this section identifies the ~~Recommended~~ Revised Project's substantial benefits that outweigh and override the ~~Recommended~~ Revised Project's significant unavoidable impacts, such that the impacts are considered acceptable.

Section 10. Findings on Mitigation Monitoring and Reporting Program provides a brief discussion of the ~~Recommended~~ Revised Project's compliance with CEQA regarding the adoption of a program for reporting and monitoring.

Section 11. Certification of Final EIR provides a statement that the Final EIR fully complies with CEQA and that the Los Angeles County Board of Supervisors has considered the information in the Final EIR and that it reflects the County's independent judgment and analysis.

SECTION 2 – PROJECT OVERVIEW

2.1 Project Location

The 13-acre La Brea Tar Pits site is located within the eastern and northwestern portions of the 23-acre Hancock Park (Assessor's Parcel Number [APN] 5508-016-902) at 5801 Wilshire Boulevard in Los Angeles. The project site includes 13 acres of the eastern and northwestern portions of Hancock Park. The project site is adjacent to the Los Angeles County Museum of Art (LACMA). Both LACMA and the Foundation are responsible for managing separate and distinct portions of the 23-acre Hancock Park, with the Foundation responsible for the 13-acre project site and LACMA responsible for the remainder of the site to the south and west of the project boundaries. LACMA's facilities are not included in the ~~Recommended~~ Revised Project.

The project site is located approximately 5.5 miles west of downtown Los Angeles and approximately 8.6 miles east of the Pacific Ocean. It is bounded by West 6th Street to the north (an approximately 1,200-foot-long frontage), South Curson Avenue to the east (an approximately 830-foot-long frontage), Wilshire Boulevard to the south (an approximately 500-foot-long frontage), and LACMA to the west (an approximately 250-foot-long frontage). The area surrounding the site is known as the Miracle Mile neighborhood of the city of Los Angeles.

2.2 Project Objectives

Section 15124(b) of the State CEQA Guidelines states that a project description shall contain "a statement of the objectives sought by the project," and further states that "the statement of objectives should include the underlying purpose of the project." The Los Angeles County Museum of Natural History, as a

departmental unit of the County,¹ and the Foundation has identified the following objectives for the project:

1. Renovate and expand the existing museum structure to address deferred maintenance of the building envelope and systems, to meet modern seismic, electrical, building code standards, and universal design standards, and to meet sustainability goals consistent with the County's sustainability plan.^{2, 3}
1. Provide expanded collections storage facilities that enable access for scientific research, and preserve, protect, and allow future growth of the museum's world-class collections.
2. Provide expanded state-of-the-art laboratory research facilities to accommodate internationally significant and advanced research in paleontology.
3. Provide state-of-the-art exhibition facilities and learning environments within the park and museum to enrich the visitor experience and to support active educational and public programming.
4. Improve access and entry for different visitor types, increase connections between the museum and the park, as well as support increased visitation, special events, and revenue-producing amenities within the park and museum.
5. Expand the museum exhibits, educational classrooms, collection spaces, offices, and laboratory research facilities in one unified, cohesive facility, with the fewest impacts to historical resources possible.
6. Create a central entrance to the museum facilities to enhance the visitor experience of the museum and Hancock Park.
7. Preserve and protect the National Natural Landmark—La Brea Tar Pits—to allow access for future research and excavation, support cultural and educational interpretation, and enable the ongoing natural processes of the asphaltic seeps.
8. Redesign and renovate the Hancock Park community park green space as an expression of the goals of the County of Los Angeles's General Plan Conservation and Natural Resources Element and the City of Los Angeles's Open Space and Conservation Elements of the General Plan, to increase sustainable landscape and site design, to support passive recreational use, to increase the legibility of this important cultural destination, and to enhance connections to the quickly evolving Miracle Mile neighborhood.

¹ In accordance with Chapter 2.94 of the Los Angeles County Code and other operating agreements, the County Museum of Natural History is a department of the County and has administrative charge and control over all County matters relating to history and science, and shall also include the administration of Hancock Park (except that area of said park devoted to the Los Angeles County Museum of Art [LACMA]), and the care, safeguarding, and maintenance of all exhibits, equipment, and structural improvements directly relating to exhibits, the administration and maintenance of Los Angeles County Museum, and other property hereafter acquired for or devoted to history and science. For consistency with the Los Angeles County Code, this document refers to this governmental department as the "Museum of Natural History." In addition, when it is important to specify that the document is referring to the physical museum location rather than the governmental department, this document refers to the Natural History Museum of Los Angeles County (Natural History Museum), which is located at 900 Exposition Boulevard, Los Angeles, California, 90007.

² County of Los Angeles. 2019. *Our County. Los Angeles Countywide Sustainability Plan*. Available at: https://ourcountyla.lacounty.gov/wp-content/uploads/2019/07/OurCounty-Final-Plan_For-Web.pdf. Accessed September 2022.

³ County of Los Angeles. 2024. 2045 Climate Action Plan. Available at: https://planning.lacounty.gov/wp-content/uploads/2024/07/gp_2045_Climate_Action_Plan_June-2024.pdf. Accessed August 2024.

2.3 Project Description

La Brea Tar Pits is an active paleontological research site located within Hancock Park in the city of Los Angeles. La Brea Tar Pits, the ~~George C. Page Museum~~ (Page Museum), and associated facilities, are owned by the County but are managed by the Foundation. The Foundation's role is to carry out all County services including public access and programming, administration, and operation for the County of Los Angeles Museum of Natural History (Museum of Natural History), including La Brea Tar Pits and the Page Museum. The County is the Lead Agency under CEQA; the Museum of Natural History is a County departmental unit.

The project would result in a reimagined site design, expansion, and upgrades for the Tar Pits complex, including renovations to the Page Museum and development of a new museum building. The following table provides a summary of the ~~Recommended~~ Revised Project.

Project Components Summary

Project Component	Description
Page Museum Renovations	Renovate existing building within the same footprint (approximately 63,200 square feet). <u>The Revised Project includes the following changes to the design of the Page Museum since the February 4, 2025, Board-adopted Master Plan:</u> 1. <u>External Elevator Structure.</u> Construct a new external elevator structure which would be connected by a walkway to the northern side of the Page Museum terrace. The new external elevator structure would be located where the existing mechanical enclosure is, between the Page Museum and the parking lot. With this renovation, the existing staircase and 1,200 square-foot mechanical enclosure would be demolished, and mechanical equipment would be relocated within the Page Museum renovation underneath the new terrace. The new elevator structure has been designed to be slightly lower than the building height of the Page Museum. 2. <u>North Side Addition and Berm Alterations.</u> Construct approximately 2,813-square foot addition on a portion of the north side of the Page Museum berm to accommodate the new ground-floor addition beneath. This new design would result in a reconfigured berm, which would no longer reach the ground level. This reconfiguration would include constructing a new mechanical well, exterior staircase east of the new elevator, and new office space and a catering kitchen. 3. <u>Refinements to the Re-Use of Original Primary Entrance.</u> Refinements to the re-use of the existing south entrance for an outdoor education space. These renovations would include the addition of permanent benched seating that would provide a seating capacity of 58, four of which would be compliant with the Americans for Disability Act. In addition, tree wells, handrails, landscaping, and the removal of two existing statues and signage that flank the existing entrance (to be relocated elsewhere on the property).
New Museum Building	Construct a new two-story, 40,000-gross-square-foot (gsf) museum building northwest of the Page Museum, including two new theaters. The construction of the new museum building would require the removal of vegetation in the footprint of the new building.
Wilshire Gateway	Renovate the existing entrance to La Brea Tar Pits at Wilshire Boulevard and South Curson Avenue with shaded canopy and new welcome pavilion.
6th Street Gateway	Renovate the existing entrance at the northwest corner of West 6th Street and the entrance to the LACMA service drive with shaded canopy and new welcome pavilion.
Tar Pits (Pits 3, 4, 9, 13, 61, 67, and 91; Project 23)	Renovate the existing facilities at all the tar pits in the northwestern portion of the project site. These renovations would require the removal and replacement of some vegetation, although the exact amount and nature of the vegetation removal and enhancements have not been determined at this time.

Project Component	Description
Pedestrian Path and Recreation Areas	Reconfigure the existing pedestrian pathways on-site into a continuous paved path linking existing features on the project site. Provide improvements to the Central Green. Establish a children's play area, picnic areas, and a possible future small dog park.
Circulation and Parking	Relocate the parking lot approximately 50 to 70 feet to the north. The size of the parking lot (63,000 square feet) and the number of parking spaces would not change. The shifting of the parking lot on the northern side of the project site may require removal or relocation of the trees between the existing parking lot and West 6th Street. If these trees need to be removed or relocated, they would be either moved to another location within the 13-acre project site or replaced elsewhere within the project site. Add new landscaping and vehicle access lanes to the parking lot. Establish a new school drop-off/loading area approximately 215 to 230 feet long on South Curson Avenue adjacent to the Wilshire Gateway picnic area.
Landscaping Concept Plan	Establish three distinct landscaping zones encircled by a looping pedestrian path. More than 330 trees are currently on the project site. The project would require removal and replacement and/or relocation of between 150 and 200 trees. The planting strategy includes the introduction or relocation of a similar number of trees as would be removed. It is estimated that up to 10 percent of the 150 to 200 trees to be removed would be relocated rather than replaced. Create three biofiltration areas for stormwater management.

After completion of the Draft EIR, the County, acting through the Foundation, considered the EIR evaluation with respect to the Draft EIR comments made by the commenting entities and individuals, particularly concerns regarding historical resources. As a result, the County considered how the project could be further enhanced to meet the objectives of the County and commenting entities alike.

Final EIR, Volume II, Chapter 6 of the Final EIR identifies, describes, and evaluates four alternatives. The County conducted further feasibility studies of the original Alternative 3 and confirmed that the original Alternative 3 is feasible and also that further exploration of the alternative should occur to determine if additional improvements could be made to the alternative to address the comments received on the Draft EIR. Through this consideration and exploration, refinements to the original Alternative 3 have been developed, which are presented in Final EIR, Volume II, Chapter 6, Alternatives Analysis.

Refined Alternative 3 includes the renovation of the Page Museum within the existing building footprint, similar to the original project description, but incorporates a series of design refinements to reduce impacts on certain primary character-defining features of the Page Museum. Specifically, the following adjustments are included in Refined Alternative 3 when compared to the original project description analyzed in the EIR:

- The central, open courtyard of the Page Museum, which contributes to the indoor-outdoor integration of the museum and is a primary character-defining feature, would no longer be covered and converted to indoor space; it would remain as an open courtyard. The landscaping and hardscaping features of the courtyard would be renovated to create a more usable public space and include climate-appropriate and native vegetation relevant to interpretive themes of the tar pits.
- The structural space frame that supports the frieze (the open-air, steel-grid roof that enhances the indoor-outdoor integration of the Page Museum and is a primary character-defining feature) would not be altered or capped. Instead, the existing space frame and open-air grid roof would remain intact as it is currently but would be repainted and repaired.

- The Page Museum and the new museum building would be connected only with a covered, open-air breezeway. An entrance would be incorporated into the northwestern corner of the Page Museum to provide access to the breezeway. This means the connection between the two buildings would be scaled down, and demolition at the northwest corner of the Page Museum would be reduced, thereby retaining more of the original character-defining features and materials of the historical Page Museum resource.
- Removal of a portion of the berm would be focused at the northwest corner to accommodate a new entrance to the Page Museum, and modification of the west and north sides of the berm would still be necessary, albeit in a scaled down manner. The modifications would result in a new version of the berm that would allow for an Americans with Disabilities Act (ADA) ramp up to the terrace level on the west, and a change in elevation on the north allowing for access to the new entrance.
- The on-site surface parking would be reconfigured to complement the adjusted building footprint. The original Alternative 3 and the original project description analyzed in the EIR proposed two driveways along 6th Street and one driveway on South Curson Avenue for public vehicular access to the parking lot. However, it has been determined that it would be operationally preferred to eliminate the driveway at the far western end of the parking lot on 6th Street. The result is that Refined Alternative 3 would have one driveway on 6th Street and one driveway on South Curson Avenue.
- The programming for interior spaces of the Page Museum and the new museum building would be revised, resulting in changes to the location of the theater, classrooms, the retail store, the café, and other interior elements. The Page Museum would also feature less staff office space than originally proposed.
- The canopy above the existing main entrance to the Page would not be included in Refined Alternative 3, and would be replaced with trees to shade the proposed stepped seating.
- The reduced footprint of Refined Alternative 3 would require less ground disturbance during construction and would result in less soil import and export.
- Like the original project description in the EIR, Refined Alternative 3 would include renovations to address deferred maintenance of the building and systems and to meet modern seismic, electrical, building code standards, and universal design standards.

In February 2025, the County has elected to identify Refined Alternative 3, Adjust Footprint to Reduce Contact with Page Museum and Expand Central Green as the preferred alternative and approved this project on February 4, 2025. Recommended Project. This ~~refined project~~ Approved Project reduces historical impacts while attaining the project's basic objectives.

As detailed in the Final EIR, Volume II, Chapter 6, Refined Alternative 3, Adjust Footprint to Reduce Contact with Page Museum and Expand Central Green, would result in similar environmental impacts as the project for each issue area analyzed in the Final EIR. ~~Refined Alternative (the Recommended The Approved Project was found to) would~~ not increase any analyzed impact. Further, it was found that the Approved Project would reduce impacts to historic resources and land use and planning. Specifically, Refined Alternative 3 would lessen certain impacts to character-defining features to both the Page Museum and the La Brea Tar Pits Historic District thereby reducing the overall severity of the impacts to historic resources. Similarly, the design refinements in this alternative would help to further support the land uses plans and policies applicable to the project as they relate to the protection and alternation of historic resources. However, despite these reductions, impacts to historic resources and land use and planning would remain significant and unavoidable even with the implementation of Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5. Refined Alternative 3 (the ~~Recommended~~ Approved

Project) would meet all project objectives by providing an adjusted museum footprint and incorporating a series of design refinements that would support the basic objectives of the project.

Following the certification of the Final EIR, the NHMLAC identified the need for modifications to the Approved Project. The modifications proposed to the Approved Project include the addition of an external elevator structure to the north of, and connecting to, the Page Museum as well as alterations to the north side of the Page Museum and northern berm to provide additional internal space.

2.4 Discretionary Actions and Approvals by Other Agencies

The County of Los Angeles is the Lead Agency for the project under CEQA. While the project site is located within the city of Los Angeles, it is owned by the County of Los Angeles. Accordingly, the ~~Recommended~~ Revised Project is not subject to City of Los Angeles regulatory controls. The following table summarizes federal, state, and local approvals and/or permits that may be required for the ~~Recommended~~ Revised Project and the agencies that are expected to use the Final EIR in their decision-making processes.

Agency Approval Requirements

Agency	Approval Required
County of Los Angeles	~~Certification of the EIR~~ ~~Approval of project as described in the EIR~~ ~~Approval of Grading and Building Plans~~ <u>Certification of the Final EIR – Certification occurred February 4, 2025</u> <u>Approval of project as described in the Final EIR – Approval of the Project (Refined Alternative 3) occurred February 4, 2025</u> ~~Approval of Grading and Building Plans~~ <u>Certification of the La Brea Tar Pits Master Plan, Addendum #1 to the 2025 Final EIR</u> <u>Approval of the Revised Project</u>
Regional Water Quality Control Board	Construction General Permit Section 401 under the Clean Water Act (potentially)
U.S. Army Corps of Engineers	Section 404 Permit under Clean Water Act (potentially)
California Department of Fish and Wildlife	Authorization under Section 1602, Lake and Streambed Alteration Agreement (potentially)

The California Department of Fish and Wildlife (CDFW) is a potential responsible agency and trustee agency, as defined by Sections 15381 and 15386, respectively, of the State CEQA Guidelines. While CDFW does not have regulatory authority over approval of the broader La Brea Tar Pits Master Plan, CDFW could have regulatory authority over project activities within the riparian habitat and/or aquatic resources in and along Oil Creek and at the Lake Pit. Similarly, the U.S. Army Corps of Engineers (USACE) could also have discretionary authority over activities in these features. These considerations are addressed in the Final EIR, Volume II, Section 5.3, Biological Resources.

SECTION 3 – CEQA REVIEW AND RECORD OF PROCEEDINGS

3.1 Public Input

The County has provided opportunities for public review and comment, including but not limited to the public forums set forth below:

- Draft EIR Notice of Preparation Public Comment Period: February 14, 2022 – March 16, 2022
- Scoping Meetings: March 2, 2022
- Draft EIR Public Review Period: September 11, 2023 – October 26, 2023

Pursuant to Section 15082 of the State CEQA Guidelines, the Lead Agency is required to send a Notice of Preparation (NOP) stating that an EIR would be prepared to the State Office of Planning and Research, responsible and trustee agencies, and federal agencies involved in funding or approving the project. On February 14, 2022, in accordance with Sections 15063 and 15082 of the State CEQA Guidelines, the County published an NOP for the Draft EIR and circulated it to governmental agencies, organizations, and persons who may be interested in the proposed project, including nearby landowners, homeowners, and tenants. The NOP requested comments on the scope of the Draft EIR and asked interested parties for their suggestions regarding ways the project could be revised to reduce or avoid any significant environmental impacts. The NOP provided a general description of the proposed project, a description of the project site, and a preliminary list of potential environmental effects.

The 30-day NOP comment period extended through March 16, 2022. Copies of the NOP were made available for public review on the project's website, available at <https://tarpits.org/reimagine>. In addition, the NOP was also distributed via the following methods: direct mailings to residents in the 90036 zip code; two rounds of email blasts sent to residents in the 90036 and 90048 zip codes; and a full-page advertisement placed in the *Beverly Press/Park La Brea News* on February 17 and February 24, 2022.

Two public scoping meetings were held virtually via Zoom on March 2, 2022, at 2:30 p.m. and 5:30 p.m. to provide a description of the project and solicit input from any interested parties on the scope and content of the Draft EIR in conformance with Public Resources Code Section 21083.9. Live language interpretation of the presentation and scoping meeting input was provided in Spanish and Korean during both scoping meetings.

The Notice of Availability (NOA) of the Draft EIR was distributed to responsible and trustee agencies, other affected agencies, interested parties, and all parties requesting a copy of the Draft EIR in accordance with Public Resources Code Section 21092(b)(3). The Notice of Completion and NOA of the Draft EIR were distributed and posted as required by CEQA. The public review period was from September 11, 2023 through October 26, 2023. During the review period, the Draft EIR and its appendices were available for review on the Natural History Museum's website: <https://tarpits.org/reimagine>.

A newspaper advertisement of the NOA and Draft EIR comment period and information regarding the public meeting was also placed in the Los Angeles Times. Printed copies of the documents with attached electronic appendices were also available for review during the public review period at Page Museum, Julian Dixon Library, View Park Bebe Moore Campbell Library, West Hollywood Library, and the Chief Executive Office at the Hall of Administration.

During the Draft EIR public review period, the County of Los Angeles received 35 comment documents on the Draft EIR from agencies, organizations, and individuals through letters, emails, and comment cards. A public meeting was held on September 30, 2023 from 9:00 A.M. to 11:00 A.M. at La Brea Tar Pits to present project information, provide information on the Draft EIR's analysis and findings regarding the project, and provide instructions on how to submit written comments on the Draft EIR. All written comments received during the public review period and responses to these received comments are provided in Chapter 2, Responses to Comments, of Volume I of the Final EIR.

As noted in Section 15164 of the State CEQA Guidelines an Addendum does not require public circulation. An Addendum does not provide significant new information that changes the certified Final EIR in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect. The Board of Supervisors of the County of Los Angeles, as governing body of the County, shall consider this Addendum with the certified Final EIR as part of the discretionary review of the proposed revision to the Master Plan prior to approving the proposed revision. The analysis in Addendum #1 to the Final EIR demonstrates that the minor clarifying changes in the Revised Findings and SOC document do not represent significant changes that would require recirculation under State CEQA Guidelines Section 15162 as none of the conditions in that section are present.

3.2 Record of Proceedings

For purposes of CEQA compliance and these Findings and Statement of Overriding Considerations, the Record of Proceedings consists of the following documents and other evidence at a minimum:

- Notice of Preparation and other public notices issued by the County
- The Draft EIR dated September 11, 2023, including all associated technical appendices and documents that were incorporated by reference.
- Testimony, documentary evidence, and all correspondence submitted in response to the Notice of Preparation or by agencies, interested parties, or members of the public during the public comment period of the Draft EIR.
- Responses to comments received by agencies, interested parties, or members of the public during the public comment period of the Draft EIR (Chapter 2, Responses to Comments, of Volume I of the Final EIR).
- The Final EIR dated January 2025, including all associated technical appendices and documents that were incorporated by reference
- The Mitigation Monitoring and Reporting Program
- Findings of Fact and resolutions adopted by the County in connection with the ~~Recommended~~ Revised Project; and all documents cited or referenced therein
- Final project technical reports, studies, maps, correspondence, and all planning documents prepared by the County or the consultants
- Documents submitted to the County by agencies or members of the public in connection with development of the project and the ~~Recommended~~ Revised Project
- Actions of the County with respect to the project and the ~~Recommended~~ Revised Project
- Other materials required by Public Resources Code Section 21167.6(e) to be in the record of proceedings.

3.3 Custodian of Record

The documents and other materials that constitute the record of proceedings upon which the County project approval is based are located at Los Angeles County Natural History Museum, located at 900 Exposition Boulevard, Los Angeles, CA 90007. The custodian of such documents and records of proceedings is Dr. Lori Bettison-Varga, President and Director, Los Angeles Museum of Natural History, County of Los Angeles. The record of proceedings is provided in compliance with Public Resources Code Section 21081.6(a)(2) and California Code of Regulations Title 14, Section 15091(e).

SECTION 4 – ENVIRONMENTAL ISSUES DETERMINED NOT TO BE AFFECTED BY THE PROJECT

CEQA Guidelines Section 15128 requires that an EIR contain a brief statement disclosing the reasons why various possible significant effects of a project were found not to be significant, and therefore would not be discussed in detail in the EIR.

It has been determined that the ~~Recommended Project~~ project would not result in significant impacts related to agricultural and forestry resources, energy, mineral resources, population and housing, public services, and wildfire. In accordance with State CEQA Guidelines Section 15128, Final EIR, Volume II, Chapter 7 includes a brief evaluation and substantiation of why these impacts have been found not to be significant.

SECTION 5 – IMPACTS DETERMINED TO BE LESS THAN SIGNIFICANT

Based on the County’s review of the Final EIR, the County of Los Angeles ~~finds~~ found that the ~~Recommended Revised~~ Approved Project would result in less than significant impacts for the following thresholds of significance⁴ without the need for mitigation. Like the County found on February 4, 2025 for the Approved Project, the County finds that the following environmental impacts of the Revised Project are less than significant without the implementation of mitigation measures. This section also includes consideration of cumulative impacts. If cumulative impacts have been determined to be “less than significant,” they are addressed as the last identified impact within each of the topical sections included below.

5.1 Aesthetics

AES Impact 1: The ~~Recommended Revised~~ Project would not have a substantial adverse effect on a scenic vista either during project construction or operation. (*Less than Significant*) (*Final EIR, Volume II, pages 5.1-10 – 5.1-11 and page 6-47*)

⁴ The term “significance” is used throughout the Final EIR to characterize the magnitude of the projected impact. For the Final EIR, a significant impact is a substantial or potentially substantial change to resources in the local project site or the area adjacent to the project site. Less than significant impacts means the effect does not meet or exceed the applicable significance criteria thresholds for a particular resource. No mitigation measures are required for less than significant impacts. Numbering of the thresholds of significance correspond to the numbering used in the Final EIR.

AES Impact 2: The ~~Recommended~~ Revised Project would not substantially damage scenic resources within a State- or City-designated Scenic Highway during either project construction or operation. (*Less than Significant*) (Final EIR, Volume II, pages 5.1-11 – 5.1-12 and page 6-47)

AES Impact 3: The ~~Recommended~~ Revised Project would not conflict with applicable zoning and other regulations governing scenic quality during the project construction or operation. (*Less than Significant*) (Final EIR, Volume II, pages 5.1-12 – 5.1-15 and page 6-47)

The ~~Recommended~~ Revised Project would not result in cumulative contributions to impacts related to scenic vistas, scenic resources, or scenic quality. Impacts would not be cumulatively considerable when viewed in conjunction with related development projects. (*Less than Significant*) (Final EIR, Volume II, page 5.1-17 and page 6-47).⁵

5.2 Air Quality

AQ Impact 1: The ~~Recommended~~ Revised Project would not conflict with or obstruct implementation of the applicable air quality plans during either construction or operation. (*Less than Significant*) (Final EIR, Volume II, pages 5.2-20 – 5.2-21 and page 6-48)

AQ Impact 2: The ~~Recommended~~ Revised Project would not result in a cumulatively considerable net increase of criteria pollutants that would exceed applicable SCAQMD thresholds during either construction or operation. (*Less than Significant*) (Final EIR, Volume II, pages 5.2-21 – 5.2-24 and page 6-48)

AQ Impact 4: The ~~Recommended~~ Revised Project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people during either project construction or operation. (*Less than Significant*) (Final EIR, Volume II, pages 5.2-27 – 5.2-28 and page 6-48)

5.3 Biological Resources

BIO Impact 7: Construction and operation of the ~~Recommended~~ Revised Project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. (*No Impact*) (Final EIR, Volume II, pages 5.3-28 and page 6-49)

5.4 Geology and Soils

GEO Impact 1: The ~~Recommended~~ Revised Project would not directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving surface fault rupture, seismic ground shaking, or seismic-related ground failure including liquefaction. Impacts associated with these issues would be less than significant during project construction and operation. The ~~Recommended~~ Revised Project would not directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving landslides during either project construction or operation. No impact would occur during project construction and operation related to landslides. (*Less than Significant*) (Final EIR, Volume II, pages 5.6-17 – 5.6-19 and page 6-52)

⁵ The ~~Recommended~~ Revised has the potential to contribute considerably to cumulative impacts associated with light and glare during both project construction and operation, which is also addressed in the Final EIR Volume II, Section 5.1. See Section 6.1 of this document.

GEO Impact 2: Through compliance with existing regulations, the ~~Recommended~~ Revised Project would not result in substantial soil erosion or the loss of topsoil during project construction or operation. Impacts would be less than significant during project construction and operation. *(Less than Significant)* (Final EIR, Volume II, pages 5.6-19 – 5.6-20 and page 6-52)

GEO Impact 5: The ~~Recommended~~ Revised Project would not include the use of septic tanks or alternative wastewater disposal systems during either project construction or operation. *(No Impact)* (Final EIR, Volume II, pages 5.6-23 – 5.6-24 and page 6-52)

5.5 Hazards and Hazardous Materials

HAZ Impact 4: The project site is not identified on any of the hazardous materials lists compiled pursuant to Government Code Section 65962.5. Construction and operation of the ~~Recommended~~ Revised Project would not create a significant hazard to the public or the environment as it relates to hazardous materials sites compiled pursuant to Government Code Section 65962.5. *(No Impact)* (Final EIR, Volume II, pages 5.8-22 – 5.8-23 and page 6-54)

HAZ Impact 5: The project site is not located within 2 miles of a public airport or public use airport. The ~~Recommended~~ Revised Project would not result in an airport-related safety hazard during either project construction or operation. *(No Impact)* (Final EIR, Volume II, pages 5.8-23 and page 6-54)

HAZ Impact 6: The ~~Recommended~~ Revised Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan during either construction or operation. Construction and operational impacts would be less than significant. *(Less than Significant)* (Final EIR, Volume II, pages 5.8-24 and page 6-54)

5.6 Hydrology and Water Quality

HYD Impact 2: The ~~Recommended~~ Revised Project would not substantially decrease groundwater supplies or interfere with groundwater recharge. Construction and operational impacts would be less than significant. *(Less than Significant)* (Final EIR, Volume II, pages 5.9-26 – 5.9-27 and pages 6-54 – 6-55)

HYD Impact 3: The ~~Recommended~~ Revised Project would not substantially alter the existing drainage pattern of the site or increase surface water runoff in a manner that would result in substantial erosion or siltation, flooding, or an exceedance of stormwater drainage systems. Construction and operational impacts would be less than significant. *(Less than Significant)* (Final EIR, Volume II, pages 5.9-27 – 5.9-31 and pages 6-54 – 6-55)

HYD Impact 4: The project site is not in a flood hazard zone or tsunami zone and the risk of seiche is low. Therefore, there would be no risk of release of pollutants due to project inundation by these hazards. No construction or operational impacts would occur. *(No Impact)* (Final EIR, Volume II, pages 5.9-31 – 5.9-32 and pages 6-54 – 6-55)

HYD Impact 5: The ~~Recommended~~ Revised Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Construction and operational impacts would be less than significant. *(Less than Significant)* (Final EIR, Volume II, pages 5.9-32 – 5.9-33 and pages 6-54 – 6-55)

5.7 Land Use and Planning

LUP Impact 1: The ~~Recommended~~ Revised Project would not include features that would physically divide an established community during construction and operation. (*No Impact*) (*Final EIR, Volume II, pages 5.10-29 – 5.10-30 and page 6-55*)

5.8 Noise and Vibration

NOI Impact 2: During project operation, the ~~Recommended~~ Revised Project would not generate a substantial increase in ambient noise in excess of applicable standards or thresholds; noise impacts during project operation would be less than significant. (*Less than Significant*) (*Final EIR, Volume II, pages 5.11-23 – 5.11-27 and page 6-56*)

NOI Impact 3: The ~~Recommended~~ Revised Project would not generate excessive groundborne vibration or groundborne noise levels either during project construction or operation; impacts related to groundborne vibration and noise levels would be less than significant. (*Less than Significant*) (*Final EIR, Volume II, pages 5.11-27 – 5.11-29 and page 6-56*)

NOI Impact 4: Because the ~~Recommended~~ Revised Project is not located in the vicinity of an airstrip or airport, the project would not expose people residing or working in the project site to excessive noise levels related to aircraft during either project construction or operation. (*No Impact*) (*Final EIR, Volume II, pages 5.11-30 and page 6-56*)

NOI Impact 5 (Cumulative): The ~~Recommended~~ Revised Project would not contribute considerably to cumulative noise and/or vibration impacts. (*Less than Significant*) (*Final EIR, Volume II, pages 5.11-30 – 5.11-33 and page 6-56*)

5.9 Recreation

REC Impact 1: The ~~Recommended~~ Revised Project would not result in substantial physical deterioration of existing parks and recreation facilities during either project construction or operation. (*Less than Significant*) (*Final EIR, Volume II, pages 5.12-7 – 5.12-8 and page 6-57*)

5.10 Transportation

TRA Impact 3: Once developed, the ~~Recommended~~ Revised Project would not substantially increase hazards due to a geometric design feature; impacts would be less than significant. (*Less than Significant*) (*Final EIR, Volume II, pages 5.13-22 – 5.13-23 and page 6-58*)

5.11 Utilities and Service Systems

UTL Impact 2: LADWP would have sufficient water supply to serve the water demand generated by the ~~Recommended~~ Revised Project and the existing service area during normal, single dry year, and multiple dry years conditions during both construction and operation of the project. (*Less than Significant*) (*Final EIR, Volume II, pages 5.15-13 – 5.15-14 and pages 6-58 – 6-59*)

UTL Impact 3: It has been determined that the wastewater treatment provider serving the project (LASAN) would have adequate capacity to serve the wastewater flows generated by the project. (*Less than Significant*) (*Final EIR, Volume II, pages 5.15-14 – 5.15-15 and pages 6-58 – 6-59*)

UTL Impact 4: The ~~Recommended~~ Revised Project would not generate solid waste in excess of the capacity of local infrastructure or otherwise impair state or local solid waste reduction goals during construction and operation of the project. (*Less than Significant*) (*Final EIR, Volume II, pages 5.15-16 – 5.15-17 and pages 6-58 – 6-59*)

UTL Impact 5: The ~~Recommended~~ Revised Project would comply with federal, state, and local solid waste reduction goals during construction and operation. (*Less than Significant*) (*Final EIR, Volume II, pages 5.15-18 and pages 6-58 – 6-59*)

SECTION 6 – LESS THAN SIGNIFICANT IMPACTS WITH MITIGATION

Less than significant impacts with mitigation are impacts that can be fully and effectively mitigated to avoid or reduce adverse effects to insignificant or negligible levels. Like the County found on February 4, 2025 for the Approved Project, the County finds that the following environmental impacts of the Revised Project are less than significant with implementation of mitigation measures. Pursuant to Public Resources Code Section 21081.6, a Mitigation Monitoring and Reporting Program has been prepared for the ~~Recommended~~ Revised Project and has been adopted concurrently with these Findings. (See Pub. Res. Code Section 21081.6 (a) (1).) The Mitigation Monitoring and Reporting Program designates responsibility and anticipated timing for the implementation of mitigation measures that are to be implemented for the ~~Recommended~~ Revised Project. The County will track compliance with project mitigation measures. The County has prepared the Mitigation Monitoring and Reporting Program for the ~~Recommended~~ Revised Project separate from these Findings of Fact and has included the Mitigation Monitoring and Reporting Program as part of the ~~Recommended~~ Revised Project submittal package presented to the Board of Supervisors for approval.

The County, having reviewed and considered the information contained in the EIR, finds pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1) that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project which would mitigate, avoid, or substantially lessen to below a level of significance the following potential significant environmental effects as identified in the EIR. The Findings of Fact summarized below incorporate the facts and discussions from the EIR. For each of the significant impacts, the following sections are provided:

- **Impact:** A specific description of the potential environmental impact identified in the EIR.
- **Finding:** One or more of the three specific findings set forth in CEQA Guidelines Section 15091.
- **Mitigation Measure(s):** Identified feasible mitigation measures or actions that are required as part of the Project and, if mitigation is infeasible, the reasons supporting the finding that the rejected mitigation is infeasible.
- **Basis for Finding:** A summary of the reasons for the finding(s).

The following identifies the adverse impacts that would cause substantial adverse effects that meet or exceed the applicable significance criteria thresholds for a particular resource but can be reduced to a less-than-significant impact through successfully implementing identified mitigation measures. This section includes consideration of cumulative impacts. If cumulative impacts have been determined to be “less than significant with mitigation,” they are addressed as the last identified impact within each of the topical sections included below.

6.1 Aesthetics

AES Impact 4: The ~~Recommended-Revised~~ Project could create a new source of substantial light or glare during both construction activities and project operation as part of the final building and project design which could adversely affect daytime or nighttime views in the area. Impacts during construction and operation of the project could be significant. (*Final EIR, Volume II, pages 5.1-15 – 5.1-17 and page 6-47*)

As explained in Final EIR, Volume II, Chapter 5.1.5, existing sources of lighting on and around the project site include street, security, and wayfinding outdoor lighting, vehicle headlights, and interior building illumination. Implementation of the ~~Recommended-Revised~~ Project would collectively introduce new and redesigned sources of lighting on-site that would be visible from adjacent off-site locations. Impacts associated with project implementation include both construction and operational impacts.

Construction of the ~~Recommended-Revised~~ Project is anticipated to occur over a period of 3 to 4 years and has the potential to generate light and glare spillover to off-site visual receptors in the vicinity of the project site, including visitors to the publicly accessible facilities located throughout Hancock Park and individuals in the surrounding residential buildings and commercial buildings adjacent to the project site, as well as motorists, cyclists, and pedestrians traveling along Wilshire Boulevard, South Curson Avenue, and West 6th Street. Sources of artificial light associated with construction activities could include floodlights, spotlights, and/or headlights. Daytime glare could potentially occur during construction activities if reflective construction materials were positioned in highly visible locations where the reflection of sunlight could occur.

Operational impacts would include interior and low-level exterior lights adjacent to the buildings and along pathways for security and wayfinding purposes. In addition, low-level lighting for accent signage, parking information, and architectural features would also be incorporated. The new museum building would introduce a new source of light that would include exterior lights adjacent to the building and for the second-floor outdoor amenities when in use. The current design of the ~~Recommended-Revised~~ Project does not include electronic signage or signs with flash, mechanical, or strobe lights. However, given the conceptual nature of the ~~Recommended-Revised~~ Project at this stage of design and development, the resulting lighting and design features cannot be determined with certainty, and design details that could create light and potential glare may be introduced as the building plans are more fully developed.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended-Revised~~ Project that would substantially lessen significant impacts to light and glare during both construction activities and project operation as identified in the EIR. With the implementation of AES/mm-4.1 and AES/mm-4.2, impacts regarding light and glare during construction and operation of the project would be reduced to less-than-significant levels.

Mitigation Measure AES/mm-4.1: During project construction, the following measures shall be required:

- a. The hours of construction activities shall be limited to between 7:00 a.m. and 9:00 p.m. on weekdays and between 8:00 a.m. and 6:00 p.m. on Saturdays and national holidays, with no construction permitted on Sundays.
- b. If construction during evening hours is deemed necessary, construction-related illumination shall be used for safety and security purposes only. Additionally, any construction lighting shall be directed toward the area undergoing work, which requires that construction lighting be shielded and/or aimed so that no direct beam illumination would fall outside of the project site boundary.

Mitigation Measure AES/mm-4.2: The project shall implement the following design features:

- a. All facades and/or building surfaces including glass windows shall be constructed using non-reflective materials or be treated with non-reflective coating.
- b. All light emanating from new uses shall be either low scaled lighting or shielded to focus lighting and prevent lighting from spilling onto adjacent sensitive uses.
- c. The project shall not include outdoor lighting that causes residential property to be illuminated by more than two footcandles of lighting intensity or receive direct glare from the light source.
- d. All lights used to illuminate parking areas shall be designed, located, and arranged to reflect the light away from any street and any adjacent premises.
- e. Signage with a light intensity of greater than three footcandles above ambient lighting, as measured at the property line of the nearest residentially zoned property, shall be prohibited.

Basis for Finding. The County's Zoning Ordinance (Title 22 of the County Code) contains provisions intended to limit adverse light and glare impacts. Application of the requirements of Section 22.44.1270, Exterior Lighting, of the County Code related to lighting and shielding would limit the potential of increased lighting on sensitive uses. Additionally, the California Building Code contains standards for outdoor lighting that are intended to reduce light pollution by regulating light power and brightness, shielding, and sensor controls. Currently, the façade of the new museum building and the renovated Page Museum would be constructed using nonreflective materials, consistent with the exterior materials of nearby buildings. However, the architectural plans for the new buildings are at a conceptual stage and reflective materials, obtrusive lighting, and other design features could be introduced during the later design stages that may not be consistent with specifications included in Title 22 of the County Code. Further, given the project site is not zoned by the County, enforcement of the application of Title 22 of the County Code cannot be assured without the provision of a mitigation measure requiring application of these requirements. For these reasons, light and glare impacts after construction of the ~~Recommended~~ Revised Project could be *significant*. Mitigation measures AES/mm-4.1 and AES/mm-4.2 would reduce the impacts to light and glare to less-than-significant levels.

AES Impact 5 (Cumulative Impacts)⁶: ~~The Recommended Revised Project has the potential to contribute considerably to cumulative impacts associated with light and glare during both project construction and operation.~~ (Final EIR, Volume II, pages 5.1-17 – 5.1-18 and page 6-47)

Identified related projects in the vicinity of the project are at varying stages of approval/entitlement/development and consist of a variety of land uses, including residential, institutional, commercial, office, and mixed use. These related projects occur primarily as urban infill within the existing land use setting of the downtown Los Angeles area and include the following:

- **LACMA Renovation:** Located directly adjacent to the project site (on parcels directly west and south across Wilshire Boulevard) at 5906 West Wilshire Boulevard. The project includes museum renovation and is under construction. Construction activities are estimated to be completed at the end of 2024.
- **Wilshire Curson Project (Wilshire Courtyard Redevelopment Project):** Located approximately 0.03 mile southeast of the project site at 5700–5780 Wilshire Boulevard, 712–752 South Curson Avenue, 5721–5773 West 8th Street, and 715–761 South Masselin Avenue.

⁶ The cumulative impact analysis of aesthetics, scenic views, and lighting was completed for projects the immediate project vicinity which is defined as the area directly adjacent to the project site and roadways directly surrounding the project site.

The project includes office and commercial uses and would involve both the renovation of existing buildings as well as the demolition and construction of new buildings. The project is currently under environmental review and the anticipated construction timeframe was not available at the date of publication for the EIR.

Formally designated scenic viewsheds, vistas, features, or ridgelines (as designated and defined by both the City and County of Los Angeles) are not located within or adjacent to the project site (threshold a). In addition, the ~~Recommended~~ Revised Project would not substantially damage scenic resources within a State- or City-designated Scenic Highway (threshold b), nor would it conflict with applicable zoning and other regulations governing scenic quality (threshold c). Accordingly, the ~~Recommended~~ Revised Project could not contribute to cumulative impacts related to these topics. Furthermore, related developments would be subject to applicable regulations and zoning requirements, such as height limits, density, and setback requirements, and would be reviewed by the City to ensure consistency with adopted guidelines and standards that relate to aesthetics. The design of these projects would also be required to be consistent with the Mobility Plan 2035 Designated Scenic Highways and Guidelines related to the designation of Wilshire Boulevard as a Scenic Highway. As such, the ~~Recommended~~ Revised Project would not result in cumulative contributions to impacts related to these thresholds, and impacts would not be cumulatively considerable when viewed in conjunction with related development projects. However, cumulative impacts related to projects within the project vicinity (threshold d), could occur.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant cumulative impacts to light and glare related to projects within the immediate project vicinity during both construction activities and project operation as identified in the EIR. With the implementation of AES/mm-4.1 and AES/mm-4.2, cumulative impacts regarding light and glare during construction and operation of the ~~Recommended~~ Revised Project would be reduced to less-than-significant levels.

Implement ***Mitigation Measures AES/mm-4.1 and AES/mm-4.2.***

Basis for Finding. The ~~Recommended~~ Revised Project, in conjunction with the identified related projects, could contribute to the cumulative increase in light and glare in and around the project site during both construction activities and during operation of the project (threshold d) and impacts could be cumulatively considerable. *Mitigation Measures AES/mm-4.1 and AES/mm-4.2* would be required to reduce project impacts to less than significant. The area surrounding the project site and related projects is urbanized and generates ambient light. Similar to the project, the related projects would be required to minimize excessive light and glare that would be inappropriate for the setting. With implementation of these project mitigation measures, impacts from the ~~Recommended~~ Revised Project would not be cumulatively considerable and cumulative impacts associated with light and glare would be *less than significant*.

6.2 Air Quality

AQ Impact 3: The ~~Recommended~~ Revised Project could expose sensitive residential receptors to substantial pollutant concentrations during construction related to diesel exhaust. Construction impacts could be significant. Operation of the project would not expose sensitive residential receptors to substantial pollutant concentrations. Operation impacts would be less than significant. (*Final EIR, Volume II, pages 5.2-24 – 5.2-27 and page 6-48*)

Project construction activities would result in temporary sources of on-site criteria air pollutant emissions associated with construction equipment exhaust and dust-generating activities, which could adversely

affect nearby sensitive land uses. The closest sensitive land uses to the project site are off-site residential uses located between 50 to 150 feet from the project site.

A localized significance threshold (LST) analysis was performed to evaluate localized air quality impacts to sensitive receptors in the immediate vicinity of the project as a result of project activities. A detailed description of the localized significance threshold analysis is included in Final EIR Appendix C. As shown in Final EIR, Volume II, Table 5.2-6, construction activities for the original project would not generate emissions in excess of LSTs for the Central Los Angeles area. In addition, as shown in Final EIR, Volume II, Table 5.2-7, operations of the original project would not generate emissions in excess of site-specific LSTs; therefore, project construction and operation would not expose sensitive receptors to localized emissions concentrations in excess of SCAQMD standards. As described in Final EIR, Volume II, page 6-48, the air quality effects of the ~~Recommended~~ Revised Project would be similar to the original project.

Toxic Air Contaminants Construction Health Risk Assessment. A construction health risk assessment (HRA) was performed to estimate the Maximum Individual Cancer Risk and the Chronic Hazard Index for residential receptors resulting from construction of the original project. Final EIR, Volume II, Table 5.2-8 summarizes the results of the construction HRA.

As shown in Final EIR, Volume II, Table 5.2-8, the HRA results from the unmitigated scenario show that project construction would result in a Residential Chronic Hazard Index of 0.08, which is below the 1.0 significance threshold; however, project construction would result in cancer risks exceeding the 10 in 1 million threshold. As described in Final EIR, Volume II, page 6-48, the air quality effects of the ~~Recommended~~ Revised Project would be similar to the original project.

Toxic Air Contaminants Operational Health Risk Assessment. An operational HRA was performed to estimate the Maximum Individual Cancer Risk and the Chronic Hazard Index for residential receptors as a result of operation of the original project, including truck trips and off-road/stationary equipment. Final EIR, Volume II, Table 5.2-9 summarizes the results of the operational HRA. As described in Final EIR, Volume II, page 6-48, the air quality effects of the ~~Recommended~~ Revised Project would be similar to the original project.

As shown in Final EIR, Volume II, Table 5.2-9, project operational activities would result in a Residential Maximum Individual Cancer Risk of 7.81 in 1 million, which would be less than the significance threshold of 10 in 1 million. Project operations would also result in a Residential Chronic Hazard Index of 0.003, which is below the 1.0 significance threshold.

Local Carbon Monoxide Concentrations. At the time that the SCAQMD 1993 Handbook was published, the Air Basin was designated nonattainment under the CAAQS and NAAQS for CO. In 2007, the SCAQMD was designated in attainment for CO under both the CAAQS and NAAQS as a result of the steady decline in CO concentrations in the Air Basin due to turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities. The SCAQMD conducted CO modeling for the 2003 AQMP for the four worst-case intersections in the Air Basin: 1) Wilshire Boulevard and Veteran Avenue, 2) Sunset Boulevard and Highland Avenue, 3) La Cienega Boulevard and Century Boulevard, and 4) Long Beach Boulevard and Imperial Highway. At the time the 2003 AQMP was prepared, the intersection of Wilshire Boulevard and Veteran Avenue was the most congested intersection in Los Angeles County, with an average daily traffic volume of about 100,000 vehicles per day. Using CO emission factors for 2002, the peak modeled CO 1-hour concentration was estimated to be 4.6 ppm at the intersection of Wilshire Boulevard and Veteran Avenue. When added to the maximum 1-hour CO concentration from 2018 through 2020 at the North Main Street monitoring station, which was 2 ppm in 2019, the 1-hour CO would be 6.6 ppm, while the CAAQS is 20 ppm.

The 2003 AQMP also projected 8-hour CO concentrations at these four intersections for 1997 and from 2002 through 2005. From years 2002 through 2005, the maximum 8-hour CO concentration was 3.8 ppm at the Sunset Boulevard and Highland Avenue intersection in 2002; the maximum 8-hour CO concentration was 3.4 ppm at the Wilshire Boulevard and Veteran Avenue in 2002. Adding the 3.8 ppm to the maximum 8-hour CO concentration from 2018 through 2020 at the North Main Street monitoring station, which was 1.7 ppm in 2018, the 8-hour CO would be 5.5 ppm, while the CAAQS is 9.0 ppm. Accordingly, CO concentrations at congested intersections would not exceed the 1-hour or 8-hour CO CAAQS unless projected daily traffic would be at least over 100,000 vehicles per day. Because the project would not increase daily traffic volumes at any study intersection to more than 100,000 vehicles per day as shown in the La Brea Tar Pits Master Plan Final Transportation Assessment (Final EIR, Appendix J), a CO hot spot is not anticipated to occur during either construction or operation. The ~~Recommended~~ Revised Project would generate similar daily traffic as compared to the original project.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to exposure of pollutant concentrations to sensitive residential receptors during construction as identified in the Final EIR. With implementation of Mitigation Measure AQ/mm-3.1, diesel particulate matter would be reduced during the construction period and substantial pollutant concentrations would be less than significant, as demonstrated by the analysis conducted to calculate the effectiveness of the mitigation measures, shown in Final EIR, Volume II, Table 5.2-10.

Mitigation Measure AQ/mm-3.1: To reduce the potential for health risks as a result of construction of the project, the following measures shall be implemented:

- a. Prior to the start of construction activities, it shall be ensured that all 75 horsepower or greater diesel-powered equipment are powered with CARB-certified Tier 4 Interim engines, except where the County establishes that Tier 4 Interim equipment is not available.

There are several other SCAQMD rules and regulations that serve as mitigation measures for the project construction. These rules are:

- a. SCAQMD Rule 403, which requires projects to incorporate fugitive dust control measures;
- b. SCAQMD Rule 1113, which limits the volatile organic compound content of architectural coating; and
- c. SCAQMD Regulation XIII, New Source Review, which requires new on-site facility nitrogen oxide emissions to be minimized through the use of emission control measures (e.g., use of best available technology control technology for new combustion sources such as boilers and water heaters).

Basis for Finding. Construction and operational activities would not generate emissions in excess of LSTs for the Central Los Angeles area; therefore, project construction and operation would not expose sensitive receptors to localized emissions concentrations in excess of SCAQMD standards, and impacts related to localized emissions concentrations would be *less than significant*.

Additionally, the HRA results from the unmitigated scenario show that project construction would result in cancer risks exceeding the 10 in 1 million threshold. For these reasons, without mitigation, project construction could result in toxic air contaminants exposure that could be *significant*. Project operational activities, however, would result in a Residential Maximum Individual Cancer Risk of 7.81 in 1 million, which would be less than the significance threshold of 10 in 1 million. Project operations would also result in a Residential Chronic Hazard Index of 0.003, which is below the 1.0 significance threshold. Thus, operational impacts associated with potential cancer risk would be *less than significant*.

Further, mitigation measure AQ/mm-3.1 has been identified to reduce project construction-generated DPM emissions to the extent feasible through requiring all 75 horsepower or greater diesel-powered equipment to be powered with CARB-certified Tier 4 Interim engines. The HRA results following implementation of *Mitigation Measure AQ/mm-3.1* are presented in Final EIR, Volume II, Table 5.2-10. With the implementation of *Mitigation Measure AQ/mm-3.1*, the estimated cancer risk during project construction would be reduced below the SCAQMD threshold of 10 in 1 million (see Final EIR, Volume II, Table 5.2-10) and associated impacts would be *less than significant*.

AQ Impact 5 (Cumulative Impacts⁷): The Recommended-Revised Project's air pollutant emissions related to diesel exhaust during construction could result in a cumulative contribution to air pollution in the region. Operation of the project would not result in a significant contribution to air pollution in the region. (Final EIR, Volume II, pages 5.2-28 – 5.2-29 and page 6-48)

Based on SCAQMD guidance, individual construction projects that exceed SCAQMD's recommended daily thresholds for project-specific impacts would cause a cumulatively considerable increase in emissions for those pollutants for which the Air Basin is in non-attainment, as discussed in Final EIR, Volume II, Section 5.2. Therefore, consistent with the accepted and established SCAQMD cumulative impact evaluation methodologies, the project's construction or operation emissions would be considered cumulatively considerable if project-specific emissions exceed an applicable SCAQMD-recommended significance threshold.

As analyzed in Final EIR, Volume II, Section 5.2.5, the original project would be consistent with the SCAQMD's AQMP during both project construction and operation (threshold a), and the project would not result in a cumulatively considerable net increase of criteria pollutants that would exceed applicable SCAQMD thresholds during either construction or operation (threshold b). In addition, the original project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people during either project construction or operation (threshold d). As described in Final EIR, Volume II, page 6-48, the air quality effects of the ~~Recommended-Revised~~ Project would be similar to the original project. As such, and consistent with SCAQMD guidance, the ~~Recommended-Revised~~ Project would not contribute significantly to cumulative impacts associated with these issues.

However, the project's toxic air contamination HRA determined the project could expose sensitive residential receptors to substantial pollutant concentrations during construction related to diesel exhaust emissions (threshold c). The ~~Recommended-Revised~~ Project's effects would be similar (Final EIR, Volume II, page 6-48). Given the construction and diesel exhaust emissions that could occur in the vicinity of the project concurrent with project construction, prior to mitigation, this impact could be considered both a direct impact and a contribution to cumulative impacts related to diesel emissions.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended-Revised~~ Project that would substantially lessen significant cumulative impacts to the project's contribution to diesel emissions as identified in the Final EIR. Implementation of mitigation measure AQ/mm-3.1 would reduce project construction emissions below the SCAQMD threshold, as shown in Final EIR, Volume II, Table 5.2-10. As such, and consistent with SCAQMD guidance, after implementation of the mitigation measure, the project's contribution to diesel emissions would be less than significant both individually and cumulatively.

Implement *Mitigation Measure AQ/mm-3.1*.

⁷ The geographic area affected by the project and its potential to contribute to cumulative impacts varies based on the environmental resource under consideration. For air quality, the geographic scope for the project's cumulative impact analysis encompasses the Air Basin.

Basis for Finding. For the topic of air quality, the ~~Recommended-Revised~~ Project would not contribute significantly to cumulative impacts. However, regarding toxic air contamination, the HRA determined that the ~~Recommended-Revised~~ Project could contribute significantly to pollutant concentrations during construction (threshold c). Prior to mitigation, this contribution would be both a significant direct impact of the project as well as a potentially significant contribution to cumulative toxic air contamination in the vicinity of the project. The ~~Recommended-Revised~~ Project's air pollutant emissions related to diesel exhaust during construction could result in a cumulative contribution to air pollution in the region, which would be *significant*. Operation of the ~~Recommended-Revised~~ Project would not result in a significant contribution to air pollution in the region.

6.3 Biological Resources

BIO Impact 1: The ~~Recommended-Revised~~ Project could result in in significant effects during the construction process on one species, the federal candidate monarch butterfly, either directly or through habitat modifications. Impacts during project construction could be significant. During project operation, the ~~Recommended-Revised~~ Project would not result in significant effects, either directly or through habitat modifications, on any identified candidate, sensitive, or special-status species. Impacts during project operation would be less than significant. (*Final EIR, Volume II, pages 5.3-17 – 5.3-19 and pages 6-48 – 6-49*)

One candidate species for listing under the federal Endangered Species Act—monarch butterfly—has been recorded on the project site in iNaturalist between 2014 and 2019, including results as part of the 2017 La Brea Wildlife Survey.⁸ No other candidate, sensitive, or special-status species of flora or fauna are expected to occur at the project site. As such, direct and indirect impacts to other sensitive wildlife species during construction (from temporary noise, dust, construction personnel, and equipment) and project operation are not anticipated because no other special-status species are present or expected to occur at the project site.

Monarch butterflies are present in Southern California year-round and may be seen in a variety of habitats where nectar plants are present, in both urban and rural areas. The project site does not offer the required elements for overwintering of migratory western monarchs, such as preferred roost trees, wind protection, or proximity to the ocean (the site is approximately 9 miles from the ocean) and as such, the project site does not support overwintering aggregations of monarch butterflies. Therefore, no direct adverse impacts to overwintering monarch butterflies during project construction or operation are anticipated.

While not recorded during field surveys in March and November 2022, presence of non-native tropical milkweed (*A. curassavica*), a known nectar source and host plant and potentially harmful ecological trap for both resident and migratory monarchs, is documented as likely to occur on-site.

The monarch butterfly is a federal candidate species and is not listed or proposed for listing at this time. Consultation with USFWS is not required for candidate species such as the monarch, but implementation of conservation efforts for these species is encouraged. If monarch butterfly eggs and larvae are present on existing milkweed and the milkweed is removed during construction, direct impacts to those individual eggs and larvae of the species could occur. Removal of milkweed would also remove habitat for the species.

Given the project site does not support overwintering aggregations of monarch butterflies and no other candidate, sensitive, or special-status species of flora or fauna are expected to occur at the project site,

⁸ iNaturalist. 2017. La Brea Tar Pits Wildlife Survey. Available at: www.inaturalist.org/projects/la-brea-tar-pits-wildlife-survey. Accessed March 2022.

operation of the project would not result in impacts, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to habitat modifications of the federal candidate monarch butterfly either directly or indirectly as described in the Final EIR. Implementation of mitigation measure BIO/mm-1.1 would reduce potential impacts would reduce these impacts during the construction phase to less than significant.

Mitigation Measure BIO/mm-1.1: To protect the federal candidate monarch butterfly, which is a candidate species for listing under the federal Endangered Species Act, the following measures (BIO/mm-1.1a or BIO/mm-1.1b) shall be implemented:

- a. Full avoidance of impacting any milkweed populations on-site with observable monarch eggs and larvae. After obtaining permits and prior to construction, all individual milkweed plants will be surveyed. All individual plants found with eggs or larvae will be flagged for re-survey and avoidance. Individual plants without eggs and larvae will be removed. Flagged plants will be re-surveyed and removed when no eggs or larvae are present. All tropical milkweed will be replaced with native narrowleaf milkweed (*Asclepias fascicularis*) following construction.

OR

- b. If monarch eggs and larvae are not present, any tropical milkweed populations in the project area should be replanted with native narrowleaf milkweed and other nectar-providing plants following construction activities. All tropical milkweed on the property will be assessed for the absence of monarch eggs and larvae and replaced with narrowleaf milkweed after construction.

Basis for Finding. If monarch butterfly eggs and larvae are present on existing milkweed and the milkweed is removed during construction, direct impacts to those individual eggs and larvae of the species could occur. Removal of milkweed would also remove habitat for the species. Project construction could result in adverse effects, either directly or through habitat modifications, on the federal candidate monarch butterfly. Impacts during ~~Recommended~~ Revised Project construction could be *significant*.

BIO Impact 2: The ~~Recommended~~ Revised Project could directly and indirectly impact the riparian wetland habitat associated with Oil Creek during both construction and operation as a reconnaissance survey suggests there may be approximately 0.3 acre of regulated aquatic resources associated with Oil Creek. Impacts during construction and operation could be significant. (Final EIR, Volume II, pages 5.3-19 – 5.3-22 and pages 6-48 – 6-49)

Riparian habitat that may be considered under the jurisdiction of the CDFW is present in and along Oil Creek and the Lake Pit. Riparian vegetation supported by Oil Creek can be described as California sycamore-coast live oak riparian woodlands (S3), and riparian vegetation supported by the Lake Pit can be characterized as hardstem and California bulrush marshes (S3/S4). As previously described, historical imagery shows a well-defined channel supporting possible riparian vegetation based on distribution patterns suggesting an intermittent or wetter hydrologic regime at the Oil Creek location. In its current state, Oil Creek appears to receive its primary hydrologic input source from groundwater. Oil Creek also receives hydrologic inputs from precipitation and irrigation system runoff. Dense vegetation and heavy leaf litter exist in the northeastern portion of the creek; Oil Creek supports a robust community of

hydrophytic vegetation. The density of hydrophytic vegetation, and hydrology indicators such as water-stained leaves, suggest that Oil Creek may support wetlands. A determination of hydric soils would need to be made to confirm wetlands. With the information available and gathered during the site visits, it is anticipated that Oil Creek and the Lake Pit may be subject to the jurisdiction of the California Regional Water Quality Control Board and CDFW. Oil Creek may also be regulated by the USACE under the CWA. The Lake Pit supports riparian vegetation along its margins. Based on Google Earth aerial imagery (2023), these stands of riparian vegetation seem to fluctuate in size. Google Earth street view suggests that some of this vegetation around the Lake Pit may be subject to routine mowing. Fluctuation in stand size may also be subject to variation of water levels at the Lake Pit.

No other sensitive natural communities were found on the project site during the field survey or have been reported in readily available literature.

Project construction activities have the potential to disturb the riparian habitat present in and along Oil Creek and the Lake Pit through ground-disturbing activities associated with construction and renovation of the pathways in and around these areas and through the implementation the bioswales, and other project features.

During operation of the ~~Recommended~~ Revised Project, indirect impacts to riparian habitat may result from increased visitation and necessary maintenance to sustain the bioswales. Increased visitation may require additional changes to the project's infrastructure. Future implementation of these changes may result in impacts to riparian habitat. Maintenance of the bioswale and the associated riparian habitat may change over time depending on groundwater availability. It is assumed that the primary hydrologic input supporting the riparian habitat is groundwater, with supplemental precipitation and landscape irrigation. A decrease in groundwater availability may result in a decline of the existing riparian habitat if no additional external sources of input are incorporated. External sources of hydrologic input such as irrigation systems may be necessary and have a potential to alter the quality of the water supporting the riparian habitat.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen impacts to the riparian wetland habitat associated with Oil Creek as indicated in the Final EIR. Implementation of mitigation measure *BIO/mm-2.1* would reduce impacts both during construction and operation to less than significant.

Mitigation Measure *BIO/mm-2.1*: Impacts to Oil Creek may be avoidable but are subject to final project design. To protect sensitive and regulated aquatic resources associated with Oil Creek, one of the following measures (*BIO/mm-2.1a* or *BIO/mm-2.1b*) shall be implemented:

- a. Full avoidance of Oil Creek, including riparian habitats. To attain full avoidance of Oil Creek, construction and ground disturbance shall not occur within 125 feet of the centerline of Oil Creek. The limits of riparian habitat shall be flagged and construction fencing erected to clearly denote the limits of construction. No overnight staging of equipment or materials shall occur within the protected "no work" zone as delineated by the fencing. Storing, fueling, and equipment maintenance shall not occur in locations where spilled materials could potentially enter Oil Creek and its associated riparian habitat. Spill kits/absorbent clean-up materials shall be available on-site. All equipment and vehicles shall be checked and maintained daily to prevent spills of fuel, oil, and other hazardous materials. A designated staging area shall be established for vehicle/equipment parking and storage of fuel, lubricants, and solvents a minimum of 100 feet outside of the protected zone. All fueling and maintenance activities shall take place in the designated staging area.

OR

- b. If full avoidance of Oil Creek and a designated “no work” buffer is not possible after determination of final design, the following measures shall be required:
- i. A formal aquatic resources delineation shall be implemented to determine the jurisdictional boundaries of the Oil Creek feature. The delineation shall determine the limits of potentially regulated aquatic resources, the riparian features, and an appropriate buffer for protection (the “protected zone”). The aquatic resources delineation shall identify all appropriate jurisdictional agencies and be used in securing all applicable permits prior to construction and after a project final design has been determined. At the discretion of the regulatory agencies, the requirements of the permits may supplement or exceed the requirements of this measure. If permits are required, all environmental requirements of the regulatory permits shall be implemented, and the executed permits shall be kept on-site.
 - ii. Within the riparian habitat and buffer, vegetation removal shall be kept to the minimum necessary to removed diseased and/or non-native vegetation and to implement the features of the Master Plan. Initial removal of vegetation within the riparian habitat shall be monitored full-time by a qualified biologist, and weekly spot-check monitoring shall continue throughout the construction of the project. Work within riparian habitat shall not be conducted during or immediately after a rain event.
 - iii. A restoration plan, prepared by a qualified restoration ecologist, shall be prepared and implemented. The restoration plan will include detailed success criteria, typically associated with 80% relative cover to pre-project baseline conditions with less than 10% invasive cover, to provide replacement habitat at an equal or better value than the existing Oil Creek riparian corridor, within 5 years of planting. The final plan shall be approved by the County of Los Angeles Museum of Natural History, the County Department of Regional Planning, and the permitting agencies (if any). At a minimum, restoration requirements included in the plan and implemented shall include the following:
 - Native tree replacement requirements consistent with the requirements of the Plant Pest and Disease Management Plan (BIO/mm-6.2).
 - A detailed planting scheme identifying the location and sizes of all container stock.
 - Details on planned irrigation which shall provide for successful plant establishment; survival should occur without supplemental irrigation for at least 2 years.
 - Annual monitoring, maintenance, and adaptive management measures and annual reporting requirements.
 - iv. The riparian habitat and buffer specified in the aquatic resources delineation shall be flagged and construction fencing erected to clearly denote the limits of the protected zone. No overnight staging of equipment or materials shall occur within the protected zone. Storing, fueling, and equipment maintenance shall not occur in locations where spilled materials could potentially enter Oil Creek and its associated riparian habitat. Spill kits/absorbent clean-up materials shall be available on-site. All equipment and vehicles shall be checked and maintained daily to prevent spills of fuel, oil, and other hazardous materials. A designated staging area shall be established for vehicle/equipment parking and storage of fuel, lubricants, and solvents a minimum of 100 feet outside of the protected zone. All fueling and maintenance activities shall take place in the designated staging area.

- v. Mitigation requirements and permit conditions shall be conveyed to construction crews prior to construction.

Basis for Finding. The ~~Recommended~~ Revised Project could result in direct and indirect impacts during project construction and operation associated with the riparian wetland habitat present in and along Oil Creek and in or along the Lake Pit. Feasibility of aquatic resources avoidance will be subject to final design, including exact facility locations and construction efforts to be determined in the future. Impacts could be *significant*.

BIO Impact 3: The ~~Recommended~~ Revised Project could directly and indirectly impact the Lake Pit lakebed and its associated riparian habitat during both construction and operation as a reconnaissance survey suggests there may be approximately 1.2 acres of regulated aquatic resources associated with the Lake Pit. Impacts during construction and operation could be significant. (Final EIR, Volume II, pages 5.3-22 – 5.3-23 and pages 6-48 – 6-49)

As indicated in BIO Impact 2 above, riparian habitat that may be considered under the jurisdiction of the CDFW is present in and along Oil Creek and the Lake Pit. Riparian vegetation supported by Oil Creek can be described as California sycamore-coast live oak riparian woodlands (S3), and riparian vegetation supported by the Lake Pit can be characterized as hardstem and California bulrush marshes (S3/S4).

Project construction activities have the potential to disturb the riparian habitat present in and along Oil Creek and the Lake Pit through ground-disturbing activities associated with construction and renovation of the pathways in and around these areas and through the implementation the bioswales, and other project features.

During project operation, indirect impacts to riparian habitat may result from increased visitation and necessary maintenance to sustain the proposed bioswale. Increased visitation may require additional changes to the project's proposed infrastructure. Future implementation of these changes may result in impacts to riparian habitat. Maintenance of the bioswale and the associated riparian habitat may change over time depending on groundwater availability. It is assumed that the primary hydrologic input supporting the riparian habitat is groundwater, with supplemental precipitation and landscape irrigation. A decrease in groundwater availability may result in a decline of the existing riparian habitat if no additional external sources of input are incorporated. External sources of hydrologic input such as irrigation systems may be necessary and have a potential to alter the quality of the water supporting the riparian habitat.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen impacts to the riparian wetland habitat associated with Oil Creek as indicated in the Final EIR. Implementation of mitigation measure BIO/mm-3.1 would reduce impacts both during construction and operation to less than significant.

Mitigation Measure BIO/mm-3.1: This mitigation measure only applies to project features implemented in and around the Lake Pit, including the pedestrian path and bridge. The following measures shall be implemented prior to the implementation of these features:

- a. A formal aquatic resources delineation shall be implemented to determine the jurisdictional boundaries of the Lake Pit features. The delineation shall determine the limits of potentially regulated aquatic resources, the riparian features, and an appropriate buffer for protection (the "protected zone"). The aquatic resources delineation shall identify all appropriate jurisdictional agencies and be used in securing all applicable permits prior to construction and after a project final design has been determined. At the discretion of the regulatory agencies, the requirements of the permits may supplement or exceed the requirements of this measure.

If permits are required, all environmental requirements of the regulatory permits shall be implemented, and the executed permits shall be kept on-site.

- b. Within the riparian habitat and buffer, vegetation removal shall be kept to the minimum necessary to remove diseased and/or non-native vegetation and to implement the features of the Master Plan. Initial removal of vegetation within the riparian habitat shall be monitored full-time by a qualified biologist, and weekly spot-check monitoring shall continue throughout the construction of the project. Work within riparian habitat shall not be conducted during or immediately after a rain event.
- c. A restoration plan, prepared by a qualified restoration ecologist, shall be prepared and implemented. The restoration plan will include detailed success criteria, typically associated with 80% relative cover to pre-project baseline conditions with less than 10% invasive cover, to provide replacement habitat at an equal or better value than the existing riparian vegetation within and along the margins of the Lake Pit, within 5 years of planting. The final plan shall be approved by the County of Los Angeles Museum of Natural History, the County Department of Regional Planning, and the permitting agencies (if any). At a minimum, restoration requirements included in the plan and implemented shall include the following:
 - A detailed planting scheme identifying the location and sizes of all container stock.
 - Details on planned Irrigation which shall provide for successful plant establishment; survival should occur without supplemental irrigation for at least 2 years.
 - Five years of annual monitoring, maintenance, and adaptive management measures and annual reporting requirements.
- d. The riparian habitat and buffer specified in the aquatic resources delineation shall be flagged and construction fencing erected to clearly denote the limits of the protected zone. No overnight staging of equipment or materials shall occur within the protected zone. Storing, fueling, and equipment maintenance shall not occur in locations where spilled materials could potentially enter the Lake Pit and its associated riparian habitat. Spill kits/absorbent clean-up materials shall be available on-site. All equipment and vehicles shall be checked and maintained daily to prevent spills of fuel, oil, and other hazardous materials. A designated staging area shall be established for vehicle/equipment parking and storage of fuel, lubricants, and solvents a minimum of 100 feet outside of the protected zone. All fueling and maintenance activities shall take place in the designated staging area.
- e. Mitigation requirements and permit conditions shall be conveyed to construction crews prior to construction.

Basis for Finding. The ~~Recommended~~ Revised Project could result in direct and indirect impacts during project construction and operation associated with the riparian wetland habitat present in and along Oil Creek and in or along the Lake Pit. Feasibility of aquatic resources avoidance would be subject to final design, including exact facility locations and construction efforts to be determined in the future. Impacts could be *significant*.

BIO Impact 4: The project site may contain potential jurisdictional wetland/aquatic resources in and along Oil Creek and the Lake Pit. ~~Recommended~~ Revised Project construction and operation may result in impacts to wetland habitat. Impacts during construction and operation of the project could be significant. (Final EIR, Volume II, pages 5.3-23 – 5.3-24 and pages 6-48 – 6-49)

As noted in Final EIR, Volume II, Section 5.3, potential jurisdictional wetland/aquatic resources may be present in and along Oil Creek and the Lake Pit. A determination of hydric soils would need to be made to confirm wetlands. Indirect impacts could result from increased visitation to the park and required

maintenance to the proposed bioswale. Increased visitation may require additional changes to the project's proposed infrastructure. Project construction and operation may result in impacts to wetland habitat.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended Revised~~ Project that would substantially lessen significant impacts related to jurisdictional wetland/aquatic resources in and along Oil Creek and the Lake Pit. Implementation of mitigation measures *BIO/mm-2.1* and *BIO/mm-3.1* would reduce potential impacts to wetland habitat as described in the Final EIR. As such, implementation of the mitigation measures is required to reduce impacts to less than significant.

Implement **Mitigation Measures *BIO/mm-2.1* and *BIO/mm-3.1*.**

Basis for Finding. With the information available and gathered during the site visits, it is anticipated that Oil Creek and the Lake Pit may be subject to the jurisdiction of the California Regional Water Quality Control Board and CDFW. Oil Creek may also be regulated by the USACE under the CWA. Indirect impacts could result from increased visitation to the park and required maintenance to the bioswales. Increased visitation may require additional changes to the ~~Recommended Revised~~ Project's infrastructure. Project construction and operation may result in impacts to wetland habitat. Therefore, impacts could be *significant*.

BIO Impact 5: The ~~Recommended Revised~~ Project could directly impact nesting birds during project construction and temporally impact nesting bird habitat during project operation. Impacts during construction and operation of the project could be significant. (*Final EIR, Volume II, pages 5.3-24 – 5.3-27 and pages 6-48 – 6-49*)

Wildlife corridors serve as essential links between separate patches of suitable habitat, bridging the gaps created by harsh landscapes, shifts in plant life, or human disruptions. As urban expansion fractures open spaces, it transforms them into isolated habitat "islands" for wildlife. Without these crucial connections facilitating access to adjacent open areas, research indicates that certain wildlife species, particularly larger and more mobile mammals, may not survive over the long term. Wildlife movements typically categorize into three types: (1) dispersal, such as young animals leaving their birthplaces or individuals expanding their territories; (2) seasonal migrations; and (3) routine activities within their home territory, including searching for food or water, territory defense, mate finding, breeding, or seeking shelter. While these movement behaviors vary by species, expansive open areas tend to support a wide range of wildlife, encompassing all movement types. Furthermore, these movements can occur on different scales, from localized non-migratory travels to the extensive regional journeys of large mammals.

The project site is not within an identified regional or wildlife corridor habitat linkage⁹; and, like most of urban Los Angeles, is identified as a Limited Connectivity Opportunity area in the CDFW Areas of Conservation Emphasis Terrestrial Connectivity Factsheet (CDFW 2024). The project area is located 8.5 miles west of Large Natural Habitat and 12 miles east of Irreplaceable and Essential Corridors in the Santa Monica Mountains. Since the project site is not identified as a linkage by the South Coast Wildlands and does not support habitat that connects two or more habitat patches that would otherwise be fragmented or isolated from one another, the project site is not considered a wildlife corridor. The project site supports limited potential live-in habitat and provides an ecological oasis or stop over site for local resident and migrating birds, within a heavily developed urban center.

⁹ South Coast Wildlands. 2008. South Coast Missing Linkages: A Wildland Network for the South Coast Ecoregion. Available at: <http://www.scwildlands.org/reports/scmlregionalreport.pdf>. Accessed March 2022.

The potential for terrestrial wildlife to move locally is constrained by the limited availability of resources, as well as physical barriers such as roads, buildings, and other human activity. The project site is bounded on all sides by urban development; 6th Street to the north, Curson Avenue to the east, Wilshire Boulevard to the south, and the Los Angeles County Museum of Art to the west. Wilshire Boulevard is particularly likely to limit wildlife movement as it is 76-feet wide and supports four lanes of traffic (City of Los Angeles 2016). Beyond the boundary, the project site is surrounded almost entirely by residential and commercial developments. However, the neighborhood directly to the north (Park La Brea), nearby parks and golf courses, and many of the surrounding streets have a relatively large density of landscape and street trees that can and would continue to support foraging and nesting birds.

The project site does not support the movement of wildlife on a regional level, nor is it recognized as a vital corridor for dispersal or seasonal migration. However, the site may provide refuge for transitory and migrating bird species, and the large network of street trees in the nearby area may enhance migration to open space areas in the surrounding regional hills and mountains. The site does not contain on-site drainage courses that would provide migratory fish movement since Oil Creek is not connected to other surface drainages. No impact would result to such resources during project construction or operation.

Movement across the site occurs on a local scale for species that have adapted to urban settings, such as bats, birds, and rodents. Species that fly, including bats and birds, possess the capability to navigate over or bypass potential barriers to movement. In and around the project site, a variety of trees, shrubs, and vegetation offer suitable environments for these aerial species to roost, nest, and forage.

The site does not contain on-site drainage courses that would provide migratory fish movement since Oil Creek is not connected to other surface drainages. There is potentially suitable nesting bird habitat present on-site and within 500 feet of the project site boundaries in street trees and landscape vegetation. The nesting season is generally defined as January 1 to September 15. Construction conducted during this period could result in adverse impacts to nesting birds. Temporary impacts to nesting birds would result from the removal of existing mature trees and shrubs during project construction. Although more trees would be added than would be removed, it would take many years for newly installed trees to reach the size and structural complexity of existing trees.

During project operation, indirect impacts could result from increased visitation use to the park and required maintenance of updated park facilities during nesting bird breeding season. Indirect impacts may also include beneficial impacts from an overall increase in native trees and associated improvement of native habitat for local bird species. Additional and higher-quality habitat for wildlife would be incorporated into site design.

While project construction may initially decrease the number of birds on-site due to the proposed tree removals, bird occurrence is expected to increase over the long-term due to the proposed increase in native plant species on-site, which generally provide better quality resources (i.e., food, nesting sites, roosting sites, cover from predators) for native birds.

The birds present on-site are susceptible to collisions with the existing buildings within the project site and surrounding area. The proposed project would pose similar risks, as the exterior of the new museum building could largely consist of glass windows. Birds do not necessarily perceive glass as an obstacle due to its transparency and thus, are subject to collide with windows or other structures that reflect the sky, trees, or other habitat. Migratory birds are particularly susceptible to glass collisions because they are less familiar with their surroundings and are less likely to be aware of risks while being fatigued from migration. The extent of glazing on a building and the presence of vegetation opposite the glazing are two of the strongest factors in bird collision risk. The greatest risk of avian collisions with glazed facades is within 60 feet of the ground because this is the area in which most bird activity occurs (San Francisco Planning Department, 2011). As the maximum building height of the new museum is 60 feet, the entirety

of the building is assumed to pose some risk for avian collisions. This risk would be greater along the building's west façade and the westernmost portions of the north and south facades as these areas are closest to Oil Creek and the proposed Pleistocene bioswale. This area currently supports a community of hydrophytic and riparian vegetation with native plant species most likely to support native birds.

To reduce the risk of birds striking or colliding with the building, new construction would include deterrent features on glass barriers, windows, and building elements likely to present imperceptible barriers for avian species. These features would include ceramic frit patterns and/or other features that meet the criteria from the American Bird Conservancy for bird friendly glazing. Additionally, the façade of the new museum building and the renovated Page Museum would be constructed using nonreflective materials, consistent with the exterior materials of nearby buildings, as required by AES/mm-4.2. With adoption, these measures would reduce the potential for bird collisions with the new museum building and the renovated Page Museum.

With these considerations in mind, while some bird collisions may still occur, bird collisions are an unfortunate reality for virtually all buildings, the project design features described above would reduce the potential for bird collisions to the extent feasible. While this impact would be less than significant without mitigation, the County is incorporating a mitigation measure to ensure that the above design feature would be adopted through the project's Mitigation Monitoring and Reporting Program.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to nesting birds and nesting bird habitat during both construction and operation. Implementation of mitigation measures *BIO/mm-5.1* and *BIO/mm-5.2* would reduce potential impacts to nesting birds as described in the Final EIR. As such, implementation of the mitigation measures is required to reduce potential impacts to less than significant. While the ~~Recommended~~ Revised Project would not create a significant impact related to bird collisions, *BIO/mm-5.3* would provide for assurances that appropriate features would be integrated into new construction to reduce bird collision incidents.

Mitigation Measure *BIO/mm-5.1*: To avoid impacts to nesting birds, one of the following measures (*BIO/mm-5.1a* or *BIO/mm-5.1b*) shall be implemented:

- a. If possible, no vegetation trimming, pruning, removal, construction, or grading shall occur during the nesting and breeding season (January 1 through September 15).

OR

- b. If activities associated with vegetation trimming, pruning, removal, construction, or grading are necessary during the bird nesting and breeding season (January 1 through September 15), the following measures shall be implemented:
 - A qualified biologist shall conduct surveys for active nests weekly, beginning 14 days prior to initiation of any new construction activities, with the last survey conducted no more than 3 days prior to the start of clearance/construction work. If ground-disturbing activities are delayed, additional pre-construction surveys should be conducted so that no more than 3 days have elapsed between the survey and ground-disturbing activities.
 - Active nests found within 100 feet of the construction zone shall be delineated with highly visible construction fencing or other exclusionary material that would inhibit entry by personnel or equipment into the buffer zone. The size of the buffer zone shall be at the discretion of the qualified biologist and shall be no less than 25 feet. Raptors may require a larger buffer zone, up to 300 feet. Installation of the

exclusionary material shall be completed by construction personnel under the supervision of a qualified biologist prior to initiation of construction activities. The buffer zone shall remain intact and maintained while the nest is active (i.e., occupied or being constructed by at least one adult bird) and until young birds have fledged and no continued use of the nest is observed, as determined by a qualified biologist. The barrier shall be removed by construction personnel only at the direction of the biologist.

Mitigation Measure BIO/mm-5.2: New and replacement trees shall be 24-inch box specimen trees or larger to reduce temporary impacts to nesting birds.

Mitigation Measure BIO/mm-5.3: To reduce the risk of birds striking or colliding with the building, new construction would include deterrent features on glass barriers, windows, and building elements likely to present imperceptible barriers for avian species. These features would include ceramic frit patterns and/or other features that meet the criteria from the American Bird Conservancy for bird friendly glazing.

Basis for Finding. In conclusion, due to the presence of potentially suitable nesting bird habitat, the ~~Recommended~~ Revised Project could directly impact nesting birds during project construction and temporally impact nesting bird habitat during project operation. Impacts could be *significant*.

BIO Impact 6: Removal, relocation, trimming, or replacement of the 13 protected oak trees on the project site during project construction and operation could potentially conflict with the County of Los Angeles Oak Tree Ordinance. Impacts during construction and operation of the ~~Recommended~~ Revised Project could be significant. (*Final EIR, Volume II, pages 5.3-27 – 5.3-28 and pages 6-48 – 6-49*)

The County of Los Angeles Oak Tree Ordinance protects all oak trees, whether native (indigenous) or not (Title 22 Division 8 Chapter 22.174). There are 13 native oak trees on-site, and all meet the size criteria for protection under the ordinance (i.e., all 13 oak trees on-site are 8-inch dbh or larger). During both project construction and operation, it is possible that removal, relocation, trimming, or replacement of protected oak trees may be required.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to the removal, relocation, trimming, or replacement of 13 protected oak trees on the project site during construction and operation. Implementation of mitigation measures BIO/mm-6.1 and BIO/mm-6.2 would reduce potential impacts as described in the Final EIR. As such, implementation of the mitigation measures is required to reduce construction impacts to less than significant.

Mitigation Measure BIO/mm-6.1: For oak trees within the project site that are to be retained in their current location, prior to construction, chain-link fencing shall be installed around the protected zone of the trees (5 feet beyond the dripline, the outermost extent of the tree's branches, or 15 feet from the trunk, whichever is greater). The fencing shall remain in place throughout the entire period of construction. Any excavation or grading allowed within the protected zone shall be limited to hand tools or small hand-powered equipment. This measure shall only apply to existing trees where the limits of construction work are within 20 feet of the protected zone.

In addition, one of the following measures (*BIO/mm-6.1a* or *BIO/mm-6.1b*) shall be implemented:

- a. If possible, removal, relocation, trimming, or replacement of the oak trees at the Tar Pits site shall be avoided.

- b. If modification (removal, relocation, trimming, or replacement) of protected oaks is required, coordination with the County of Los Angeles Department of Regional Planning shall occur prior to commencement of any work on-site. Any encroachment or removal requests must be reviewed by the County of Los Angeles Department of Regional Planning for consistency with County policies and ordinances relating to oak tree protection prior to commencement of any work on-site. Although an oak tree permit is not required, measures to mitigate for impacts to oak trees shall include the following:
- Removed oak trees shall be mitigated by planting coast live oaks at a 2:1 ratio on the project site. Each replacement tree shall be at least a 15-gallon specimen.
 - The replacement oaks shall be monitored for a period of 5 years, with any failures resulting in a new oak being planted and initiation of a new 5-year monitoring period for the replanted tree.

Mitigation Measure BIO/mm-6.2: A Plant Pest and Disease Management Plan shall be prepared prior to initiation of landscape planting and developed in consultation with an International Society of Arboriculture Certified Arborist. The Plant Pest and Disease Management Plan shall define methods to ensure new plant materials (container stock) are free of insect pests and diseases prior to delivery to the project site. Implementation of the Plant Pest and Disease Management Plan shall occur through the life of the project; modification and adaptation may occur to ensure applicability and viability of the plan.

Basis for Finding. During both ~~Recommended~~ Revised Project construction and operation, it is possible that removal, relocation, trimming, or replacement of protected oak trees may be required. However, because the ~~Recommended~~ Revised Project is a County-led project, it is exempt from obtaining a permit under the ordinance. If oak tree removal is required during construction or operation of the ~~Recommended~~ Revised Project, coordination with the County's Department of Regional Planning would be required prior to commencement of any work on-site. Any encroachment or removal requests shall be reviewed by the County's Department of Regional Planning for consistency with County policies and ordinances relating to oak tree protection prior to commencement of any work on-site. Impacts related to potential conflicts with the County of Los Angeles Oak Tree Ordinance during project construction and operation could be *significant*.

BIO Impact 8 (Cumulative Impacts¹⁰): During construction and operation, the ~~Recommended~~ Revised Project has the potential to contribute considerably to cumulative impacts to biological resources. (*Final EIR, Volume II, pages 5.3-29 – 5.3-30 and pages 6-48 – 6-49*)

To consider the cumulative environment, SWCA's biological resources team examined the CEQA environmental analyses for other projects in the vicinity of the project site, including those for the three geographically closest projects:

- **Los Angeles County Museum of Art Renovation:** Located directly adjacent to the project site (on parcels directly west and south across Wilshire Boulevard) at 5906 West Wilshire Boulevard. The project includes museum renovation and is under construction.
- **Wilshire Curson Project:** Located approximately 0.03 mile southeast of the project site at 5700-5780 Wilshire Boulevard, 712-752 South Curson Avenue, 5721-5773 West 8th Street, and 715-761 South Masselin Avenue. The project includes office and commercial uses and would

¹⁰ A cumulative impact to biological resources may occur if a project has the potential to collectively degrade the quality of the environment, substantially reduce wildlife species habitat, cause a population to drop below self-sustaining levels, thereby threatening to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal species.

involve both the renovation of existing buildings as well as the demolition and construction of new buildings. The project is currently under environmental review.

- **Fairfax Avenue Apartments and Restaurant:** Located approximately 0.50 mile southeast of the project site at 800-840 South Fairfax Drive. The project includes residential and restaurant uses and is currently under environmental review.

It is noted here that in the independent CEQA analyses for each of these projects, impacts to biological resources were all found to be less than significant.

The project site is not within an identified wildlife corridor, and there are no USFWS-designated critical habitats within a 10-mile radius, no Habitat Conservation Plans, and no CDFW Natural Community Conservation Plans in the project vicinity (threshold f). Therefore, the project would not result in impacts related to conflict with any approved state, regional, or local habitat conservation plans. Accordingly, the project could not contribute to cumulative impacts related to this topic and it would not be cumulatively considerable when viewed in conjunction with related development projects.

The ~~Recommended~~ Revised Project could result in significant construction and operation impacts to biological resource. The project could result in significant effects during the construction process on one species, the federal candidate monarch butterfly, either directly or indirectly through habitat modifications (threshold a). The project also has the potential to adversely impact riparian habitat and/or aquatic resources in and along Oil Creek and at the Lake Pit and impact potentially designated jurisdictional wetland/aquatic resources during both construction and operation (thresholds b and c). In addition, the project site does support trees which could potentially provide suitable nesting bird habitat (threshold d). The removal and/or disturbance of trees during project construction could directly impact nesting birds during project construction and temporally impact nesting bird habitat through project operation. Lastly, the project may potentially conflict with the County's oak tree removal permit during both construction and operation due to the removal and/or relocation of 13 protected oak trees on-site (threshold e).

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant cumulative impacts related to biological resources during both construction and operation as identified in the Final EIR. Implementation of mitigation measures *BIO/mm-1.1*, *BIO/mm-2.1*, *BIO/mm-3.1*, *BIO/mm-5.1*, *BIO/mm-5.2*, *BIO/mm-6.1*, and *BIO/mm-6.2* would reduce potential impacts to biological resources to less than significant.

Implement ***Mitigation Measures BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1, BIO/mm-5.2, BIO/mm-6.1, and BIO/mm-6.2.***

Basis for Finding. For each identified impact, related mitigation measure(s) have been developed to address the project's construction and operation impacts to biological resources (i.e., *BIO/mm-1.1* through *BIO/mm-6.2*). These mitigation measures have been developed to address both impacts from temporary construction and long-term impacts from project operation. Although the CEQA analyses for the other development projects in close proximity to the project site noted above found that biological resource impacts would be less than significant, if the project were to be implemented without mitigation it may still contribute to a broader cumulative impact to the resources that the project could impact. Therefore, without mitigation, the ~~Recommended~~ Revised Project could contribute significantly to cumulative biological resources impacts; these contributions could be considerable and, thus, *significant*.

6.4 Cultural Resources – Archaeological Resources

CR-ARCH Impact 1: During ~~Recommended~~ Revised Project construction, the project could cause a substantial adverse change in the significance of an unknown archaeological resource pursuant to State CEQA Guidelines Section 15064.5. Construction impacts could be significant. Operation of the ~~Recommended~~ Revised Project would not cause a substantial adverse change in the significance of an unknown archaeological resource pursuant to State CEQA Guidelines Section 15064.5. No operational impacts would occur. (*Final EIR, Volume II, pages 5.4-13 – 5.4-19 and page 6-49*)

The project site contains LAN-159/H, which is eligible for the California Register of Historical Resources under Criterion 4 because it possesses sufficient archaeological data with the potential to contribute important information to history and it retains integrity. In addition to previously recorded resources within the project area, Phase 1 and Phase 2 investigations at the site determined that there is potential for previously undocumented cultural resources to be located within the project area (Millington and Dietler 2023).

The site also contains CHL No. 170 and P-19-171007, which is a site eligible for the National Register of Historic Places and California Register of Historical Resources and is recognized for the historical importance of the fossil discoveries to the practice of paleontology in North America. Substantial aspects of the ~~Recommended~~ Revised Project are aimed at furthering and enhancing what has been recognized in the CHL listing and National Register of Historic Places. This includes the status of La Brea Tar Pits as the locality for significant Pleistocene fossils that remain preserved, are currently being recovered, curated, analyzed, and presented in professional and public settings. And it includes Hancock Park as the historical location of fossil excavations that had a significant influence on the field of paleontology and our understanding of the Pleistocene Epoch.

The construction of a new museum and outdoor facilities, renovation of the existing Page Museum and exhibits, and other components of the ~~Recommended~~ Revised Project would enhance these very aspects of the park, both through its design and by providing additional facilities to conduct these activities. By maintaining open space for recreational uses in the areas adjacent to those dedicated to fossil excavation and analysis, these elements of the site's significance would continue to be conveyed to the public. Therefore, the ~~Recommended~~ Revised Project would not result in a substantial change in the significance of CHL No. 170 and P-19-171007.

The project would result in renovation and upgrades throughout the Tar Pits complex, including the 13-acre portion of Hancock Park and the Page Museum. At the time of preparation of this report, final engineering, design, and grading plans for the ~~Recommended~~ Revised Project had not been finalized. Because the project design is at a preliminary stage, the level of detail needed to determine the precise depth and extent of ground disturbance is not known. However, the level of design that has occurred to-date allows for a general characterization of the overall ground disturbance and excavation that would be necessary for the project. For impact assessment purposes, the design team for the project, working with the Los Angeles County Museum of Natural History Foundation and the County, estimates that, at most, the project would require excavations 6 to 10 feet below ground, potentially involving 53,000 cubic yards of cut/export and 37,000 cubic yards of imported fill.

Operation of the ~~Recommended~~ Revised Project would not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, there is no potential to encounter, alter, or disturb archaeological resources.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen

substantial adverse changes in the significance of an unknown archaeological resource pursuant to State CEQA Guidelines Section 15064.5 as identified in the Final EIR. Implementation of mitigation measures *CR-ARCH/mm-1.1* through *CR-ARCH/mm-1.4* would reduce potential impacts during the construction phase. As such, implementation of the mitigation measures is required to reduce these impacts to less than significant.

Mitigation Measure CR-ARCH/mm-1.1: Retain a Qualified Archaeologist.

- a. Prior to initiating any ground-disturbing activities, a Qualified Archaeologist shall be retained. A Qualified Archaeologist is defined as one who meets the Secretary of the Interior's (SOI) Standards for professional archeology and those defined for a Principal Investigator by the Society for California Archaeology (SCA). The qualifications shall be presented as part of a resume for at least one primary point of contact who will act in capacity as the Qualified Archaeologist but also other key staff who may serve in this role. The resume shall demonstrate their SOI and SCA qualifications and shall be subject to approval by the County.
- b. Ground-disturbing activities shall include excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, driving posts, augering, backfilling, blasting, stripping topsoil or a similar activity at the project site. The Qualified Archaeologist shall carry out and ensure proper implementation of the mitigation measures and regulatory compliance related to archaeological resources and, where appropriate, tribal cultural resources during the project. The Qualified Archaeologist shall be responsible for establishing a meeting schedule with Page Museum curators and collections managers during implementation of the project to address any outstanding questions or concerns that arise during mitigation efforts to ensure effective communication and coordination.
- c. No more than 21 days before ground-disturbing activities for the project commence, the Qualified Archaeologist shall submit a letter confirming that they have been retained consistent with the terms of the *CR-ARCH/mm-1.1* and attach the professional resumes for all staff who may be acting in the capacity of the Qualified Archaeologist.

Mitigation Measure CR-ARCH/mm-1.2: Prepare an Archaeological and Tribal Cultural Resources Management Plan (AR-TCR Management Plan).

- a. Prior to commencing ground-disturbing activities, an AR-TCR Management Plan shall be prepared by the Qualified Archaeologist and submitted to the Page Museum curators and the NHMLAC Curator of Anthropology, who shall review and approve the AR-TCR Management Plan on behalf of the County. The AR-TCR Management Plan shall be prepared in conformance with Public Resources Code Section 5024.1, Title 14 California Code of Regulations, Section 15064.5 of the CEQA Guidelines, and Public Resources Code Sections 21083.2 and 21084.1.
- b. The AR-TCR Management Plan¹¹ shall include but not be limited to the following elements:
 - i. Historical context statement, research design, the specific types of archaeological sites likely to be encountered.
 - ii. Construction worker training program (described in *CR-ARCH/mm-1.3*).

¹¹ *CR-ARCH/mm-1.2b* would require preparing an Archaeological Resource-Tribal Cultural Resource Management Plan (AR-TCR Management Plan) that provides a framework and protocol by which additional measures for archaeological and tribal cultural resources would be implemented, as well as a procedure to follow if a resource is determined to satisfy significance criteria. Additional details regarding the AR-TCR Management Plan are provided in Final EIR, Volume II, Section 5.4.

- iii. Monitoring protocol for ground-disturbing activities that includes a framework for assessing the geoarchaeological setting to determine whether sediments capable of preserving archaeological remains are present in substantial conformance with the Archaeological and Tribal Cultural Resources Assessment and include a protocol for identifying the conditions under which additional or reduced levels of monitoring (e.g., spot-checking) may be appropriate. The duration and timing of the monitoring shall be determined based on the rate of excavation, geoarchaeological assessment, and, if present, the quantity, type, and spatial distribution of archaeological resources identified.
- iv. Limited program of archaeological presence/absence testing within naturally deposited asphaltic or non-asphaltic alluvial sediments before they are mechanically excavated. In particular, the area of the new museum, promenade, and parking lot expansion shall be further investigated. These investigations shall be conducted via a combination of archaeological units, hand tools, and mechanical trenching. The methods used to conduct the limited archaeological testing shall be coordinated with contractors to ensure that sufficient time is afforded to evaluate the significance any identified resources, and if they are found to be significant, time to develop and implement a treatment plan appropriate to the type of resource. The timing of any such efforts shall be conducted in localized areas so that delays to project earthwork activities are minimized while allowing archaeological materials to be identified in a manner that retains the scientific integrity of the discovery.
- v. An approach to evaluate newly identified site components, if applicable, as contributors to the significance of LAN-159/H as a “historical resource” pursuant to CEQA Guidelines Section 15064.5(a) or a “unique archaeological resource” pursuant to Public Resources Code 21083.2(g). If any archaeological resources are identified and are found not to be significant or do not retain integrity, then they shall be recorded to a level sufficient to document the contents and condition.
- vi. Potential treatment plans to be implemented in the event a newly discovered archaeological resource is determined by the Qualified Archaeologist to contribute to the significance of the site as a historical resource based on California Register of Historical Resources criteria or a unique archaeological resource in substantial conformance with the Archaeological and Tribal Cultural Resources Assessment. The AR-TCR Management Plan shall require that if the treatment plans outlined therein are found to be infeasible or other alternatives are proposed, the Qualified Archaeologist shall coordinate with the project proponent and the County to amend the AR-TCR Management Plan with a formal treatment plan that would reduce impacts to the resource(s). The treatment plans stated in the AR-TCR Management Plan or prepared after the discovery of a historical resource, shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and Public Resources Code Sections 21083.2(b) for unique archaeological resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment and if it is determined avoidance is not feasible, treatment may include but not be limited to any of the following depending on the type of resource and the significance evaluation:
 - Native American archaeological site components. Data recovery shall be conducted (i.e., excavation, laboratory processing and analysis) to remove the resource(s) and reduce potential impacts to less than significant where significance is determined under California Register of Historical Resources Criterion 4 or as a unique archaeological resources and integrity is retained. Additional treatment measures to mitigate potentially significant impacts to

the component as a tribal cultural resource, which is to be carried out in consultation with the Tribal Consultants and after considering the status of the discovery as a tribal cultural resource.

- Historical archaeological site components. If a historical archaeological component of the site is present and found to retain integrity, data recovery shall be conducted (i.e., excavation, laboratory processing and analysis) to remove the resource(s) and reduce potential impacts to less than significant.
- vii. Discovery and processing protocol for inadvertent discoveries of archaeological resources that are encountered when an Archaeological Monitor is not present.
- viii. A process by which recovered materials will be prepared for curation at the Page Museum or the Research and Collections Department at the Natural History Museum of Los Angeles County, as directed by Page Museum curators and collections managers, and in consultation with Tribal Consultants. The curation shall ensure their long-term preservation and allow access to interested scholars and shall be done at the expense of the County and/or the Foundation. If the materials are Native American in origin or any item of cultural patrimony, the manner of their handling and long-term curation may require additional consultation with the appropriate Native American community that shall be determined as part of a tribal consultation process to be conducted by the County who shall be responsible for the disposition of these materials.
- ix. The AR-TCR Management Plan shall summarize the requirements for tribal coordination during in the event of an inadvertent discovery of Native American archaeological resources, including the applicable regulatory compliance measures or conditions of approval for the inadvertent discovery of archaeological resources to be carried out in concert.

Mitigation Measure CR-ARCH/mm-1.3: Conduct an archaeological awareness training.

- a. The Qualified Archaeologist or a designee working under their direction shall provide training to on-site project personnel who are responsible for overseeing ground-disturbing activities (i.e., a foreman or site supervisor) and machine operators. The initial training shall be conducted prior to the start of ground-disturbing activities in the project site. The training shall brief the crews on the regulatory compliance requirements and applicable mitigation measures that must be adhered to during ground-disturbing activities for the protection of archaeological resources. As an element of the worker training, the Qualified Archaeologist or their designee shall advise the construction crews on proper procedures to follow if an unanticipated archaeological resource is discovered during construction, including the authority of Archaeological Monitor(s) to temporarily halt or redirect work away from such a discovery. Workers shall be shown examples of the types of archaeological resources that would require notification of the archaeologist, if encountered. The workers shall be provided with contact information for the Qualified Archaeologist and their designee(s) as part of a brief handout summarizing the critical components of the training. Once the ground-disturbing activities have commenced, the need for additional or supplemental worker trainings shall be determined by the Qualified Archaeologist based upon consultation with project personnel.
- b. Within five days of completing each training, a list of those in attendance shall be provided by the Qualified Archaeologist to a point of contact designated by the Museum of Natural History.

Mitigation Measure CR-ARCH/mm-1.4: Monitoring for Archaeological Resources.

- a. At least one Archaeological Monitor working under the direction of the Qualified Archaeologist shall be present during ground-disturbing activities to implement the AR-TCR Management Plan. The Archaeological Monitor shall have the authority to temporarily halt or redirect construction activities when an archaeological resource, suspected resource, or archaeologically sensitive sediments are encountered, as determined by the Qualified Archaeologist in consultation with the Page Museum curators. The presence/absence testing protocol shall be implemented within the asphaltic alluvial sediments that have elevated archaeological sensitivity as stipulated in the AR-TCR Management Plan and conducted in concert with Tribal Monitors and applicable tribal cultural measure measures. The Qualified Archaeologist and Archaeological Monitor shall document the results of the presence/absence testing and allow ground-disturbing activities to proceed in the sediments with archaeological sensitivity once the archaeological and tribal monitors have confirmed the absence of resources. The Archaeological Monitor shall continue to monitor the ground-disturbing activities with the depths assessed by the presence/absence testing. Once the Archaeological Monitor identifies sediments or depths of excavation that are not capable of containing or are unlikely to contain archaeological resources, a corresponding reduction of monitoring coverage would be appropriate, and may be recommended by the Qualified Archaeologist. The Archaeological Monitor shall complete a daily written log documenting construction activities and observations, which shall be included in the final report. The number of Archaeological Monitors shall be determined by the County, based on the scale of ground-disturbing activities and a reasonable degree of effort required to implement the mitigation measures.
- b. In the event that potentially significant archaeological resources are exposed during construction, work in the immediate vicinity of the find (within 8 meters [25 feet]) shall stop until the Qualified Archaeologist can evaluate the significance of the find, with input from the tribal monitor if the discovery is affiliated with Native Americans and is also being assessed as tribal cultural resources. Construction activities may continue in other areas in coordination with the Qualified Archaeologist and, if applicable, tribal monitors.
- c. At the conclusion of all ground-disturbing activities the Qualified Archaeologist shall prepare a technical report documenting the methods and results of all work completed under the AR-TCR Management Plan, including, if any, treatment of archaeological materials, results of artifact processing, analysis, and research, and evaluation of the resource(s) for the California Register of Historical Resources. The format and content of the report shall follow the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. Any archaeological resources identified shall be documented on appropriate California Department of Parks and Recreation 523-Series Forms. The report shall be prepared under the supervision of a Qualified Archaeologist and submitted to curators of the Page Museum for initial review (on behalf of the Museum of Natural History, as the County departmental unit), and final copies shall be submitted to the County. The report shall be completed with 12 months of completion of the monitoring, unless other arrangements are required, as documented in writing and approved by the County, given the nature of the discovery, in which case a revised date can be determined through consultation with the Museum of Natural History. The final draft of the report shall be submitted to the South Central Coastal Information Center and the Tribal Consultants.

Basis for Finding. Ground-disturbing activities would have the potential to disturb LAN-159/H as well as unknown associated archaeological components of the site that may be present within the area of disturbance. Based on the above analysis, the ~~Recommended~~ Revised Project's construction impacts could be *significant*.

CR-ARCH Impact 2: Construction of the ~~Recommended~~ Revised Project could disturb previously unidentified human remains if present within the project site. Construction impacts could be significant. Operation of the ~~Recommended~~ Revised Project would not disturb any human remains, including those interred outside of formal cemeteries. No operational impacts would occur. (*Final EIR, Volume II, pages 5.4-19 and page 6-49*)

The project site contains LAN-159/H, which includes but is not limited to the partial skeletal remains of a female Native American dated to approximately 10,000 before present (B.P.) As previously described, the ~~Recommended~~ Revised Project is anticipated to require ground disturbance over the 13-acre site, including approximately 53,000 cubic yards of cut/export and 37,000 cubic yards of imported fill with excavations 6 to 10 feet below ground.

Operation of the ~~Recommended~~ Revised Project would not result in ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, there is no potential to disturb any human remains, including those interred outside of formal cemeteries.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to construction of the project disturbing previously unidentified human remains present within the project site as identified in the *Final EIR*. Implementation of mitigation measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4 would reduce potential disturbance impacts during construction activities. As such, implementation of the mitigation measures is required to reduce these impacts to less than significant.

Implement *Mitigation Measures CR-ARCH/mm-1.1* through *CR-ARCH/mm-1.4*.

Basis for Finding. The project site contains LAN-159/H, which includes but is not limited to the partial skeletal remains of a female Native American dated to approximately 10,000 B.P. The ~~Recommended~~ Revised Project is anticipated to require ground disturbance over the 13-acre site. While discovery of human remains is only known to occur with the one incident of skeletal remains of the female woman noted, proposed ground-disturbing activities would have the potential to disturb additional human remains, if present. Therefore, impacts could be *significant*.

CR-ARCH Impact 3 (Cumulative Impacts¹²): Construction of the ~~Recommended~~ Revised Project could result in significant contributions to cumulative impacts related to the disturbance and destruction of archaeological resources pursuant to State CEQA Guidelines Section 15064.5, and human remains. Cumulative construction impacts could be significant. No operational impacts would occur. (*Final EIR, Volume II, pages 5.4-19 – 5.4-21 and page 6-49*)

Archaeological resources are nonrenewable, irreplaceable, and inherently important to the public, including Native American descendants, and their destruction prevents further study of past lifeways and history. Projects that could be developed in the northwestern Los Angeles Basin include the development

¹² For the purposes of the *Final EIR* analysis, the geographic context for cumulative impacts to archaeological resources is defined as the northwestern Los Angeles Basin—approximately the area west of the Los Angeles River, south of the Santa Monica Mountains, east of the Pacific coastline, and north of the Palos Verde Peninsula. A more detailed description of the geographic context is provided in *Final EIR, Volume II, Section 5.4*.

projects listed in Final EIR, Volume II, Chapter 4, Environmental Setting, as well as additional development projects beyond the geographical limit of the cumulative project listing in Chapter 4. The continued development of projects in the northwestern Los Angeles Basin, particularly those for land development and transportation, would have the potential to result in a cumulative impact associated with the loss of archaeological resources. Given the potential for archaeological resources within the northwestern Los Angeles Basin and the number of construction activities that involve disturbance of archaeologically sensitive areas, cumulative impacts to archaeological resources, including the disturbance of human remains, could occur through physical demolition, destruction, relocation, or alteration of a resource such that the significance of the historical resource would be materially impaired.

Operation of the project would not result in any ground-disturbing activities such as grading or excavation outside of existing research sites; therefore, there is no potential to encounter, alter, or disturb archaeological resources. No impact would occur during project operation.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended Revised~~ Project that would substantially lessen significant cumulative impacts related to the disturbance and destruction of archaeological resources pursuant to State CEQA Guidelines Section 15064.5, and human remains. Implementation of *mitigation measures CR-ARCH/mm-1.1* through *CR-ARCH/mm-1.4* would reduce potential impacts as described in the Final EIR. As such, implementation of the mitigation measures is required to reduce construction impacts to less than significant.

Implement **Mitigation Measures CR-ARCH/mm-1.1** through **CR-ARCH/mm-1.4**. These measures put forward a process that ensures any new archaeological resources or new components of existing historic resources would be identified, inventoried, and evaluated as contributors to the historical significance of the resource, and treated appropriately if found to be a contributing element, which incorporates input from culturally and geographically affiliated California Native American tribes.

Basis for Finding. Prior to the implementation of the mitigation measures outlined previously in this section, because the ~~Recommended Revised~~ Project has the potential to contribute to the loss of archaeological resources that could combine with impacts from past, present, and reasonably foreseeable projects, the project's contribution toward cumulative effects on archaeological resources could be *significant* if these mitigation measures were not required to address the potential for direct impacts and the potential for project contributions to cumulative impacts.

As provided in the impacts analysis in Final EIR, Volume II, Section 5.4.5, a series of mitigation measures have been developed to address the project's potential for impacts to archaeological resources. These mitigation measures have been developed to not only address direct impacts of project implementation, but also to address the project's contribution to cumulative archaeological resource impacts. Implementation of *Mitigation Measures CR-ARCH/mm-1.1* through *CR-ARCH/mm-1.4* provide for retention of a qualified archaeologist, cultural resources sensitivity training, development of a cultural resources monitoring and mitigation plan, archaeological monitoring, and treatment of unanticipated discoveries, which would ensure that significant archaeological impacts, both direct and contributions to cumulative impacts, would be reduced to less than significant with mitigation. Taken together, implementation of these mitigation measures would ensure that the ~~Recommended Revised~~ Project would have less than significant impacts related to archaeological resources, including the disturbance of human remains, and would address the ~~Recommended Revised~~ Project's potential for significant contributions to potential cumulative archaeological impacts in the northwestern Los Angeles Basin.

6.5 Geology and Soils

GEO Impact 3: The ~~Recommended~~ Revised Project could cause geologic instability at the project site related to subsidence as well as compressible and collapsible soils during project construction and operation. Impacts during construction and operation could be significant. (Final EIR, Volume II, pages 5.6-20 – 5.6-22 and page 6-52)

As indicated in Final EIR, Volume II, Section 5.6, geologic instability at the project site resulting from project activities as they relate to landslides, liquefaction, and lateral spreading is not anticipated due to both the relatively minimal change in elevation throughout and adjacent to the project site, as well as the stiff and dense nature of the on-site subsurface materials. *No impact* would occur during either project construction or operation related to landslides, liquefaction, and lateral spreading. However, implementation of the project would occur on soils susceptible to subsidence and/or compressible and collapsible soils, as such, an analysis of these potential impacts is detailed in the Final EIR and summarized below.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to geologic instability at the project site related to subsidence as well as compressible and collapsible soils as identified in the Final EIR. With implementation of mitigation measures *GEO/mm-3.1* and *GEO/mm-3.2*, geologic instability levels would be reduced to less than significant.

Mitigation Measure GEO/mm-3.1: To prevent subsidence of the ground surface within the project site, temporary dewatering shall be required during construction for excavations which extend below the existing groundwater level (i.e., greater than 10 feet below ground surface), anticipated for deepest excavations associated with the proposed Page Museum one-story addition, as excavations will be required for construction of the proposed mat foundation and associated new utility placement. Dewatering activities shall be conducted as follows:

- a. Dewatering shall be performed prior to excavation. Temporary dewatering shall be performed during the construction stage, prior to beginning any excavation which will extend beneath the groundwater. The Construction Contractor shall decide the proper timeline which will permit a dry environment for the excavation work and prevent water seepage into the excavation.
- b. The design of a temporary dewatering system shall be performed by an experienced, qualified dewatering contractor. Prior to proceeding with the actual design of the dewatering system, a test installation shall be constructed to verify the design's effectiveness.
- c. The dewatering system shall be designed to lower the site groundwater sufficiently to permit a dry environment and to prevent water seepage from the temporary perimeter cut slopes. The design shall balance the soil conditions with well spacing and well depth. Recommendations for well design provided in the project's Geology and Soil Discipline Report shall be incorporated into the final design of the dewatering system, including:
 - Installation of relatively closely spaced wells around the excavation perimeter, referred to as well points
 - Wells shall include perforated casing with annular space filled with suitable filter material
 - Well points shall extend past the depth of proposed excavation

- Elements of current dewatering system within the Lake Pit shall be incorporated, including collection piping, sump pumps, a sand-oil separator device, and a micro-filter device. In addition, separator and filter devices shall be considered for temporary dewatering pumps to help maintain the system's efficiency and increase the amount of time prior to the pumps being plugged up with tar.
- d. Groundwater shall be pumped from the tar sands and is anticipated to contain a relatively high percentage of tar. The tar shall be removed, and the groundwater treated in accordance with all applicable regulatory requirements prior to disposal.

Mitigation Measure GEO/mm-3.2: To ensure proper design and stability of structures to be constructed on existing artificial fill or upper alluvial soils, the excavation and replacement of existing compressible materials within the areas of the proposed improvements shall be required. Excavation and replacement shall consist of complete removal of artificial fill and/or compressible surficial alluvial soil beneath the areas of the proposed improvements and replacement with compacted structural fill, with an anticipated artificial fill depth ranging between 1 and 8 feet below ground surface based on review of existing explorations performed within or adjacent to the project site. This value will be confirmed after completion of subsurface explorations during the final geotechnical design to further characterize the subsurface conditions underlying the improvement areas (i.e., compressibility of the soft layers and the depth to firm material). Due to the anticipated soil contamination, on-site soils are not anticipated to be suitable for reuse as fill material and shall be exported for proper remediation and disposal in accordance with all applicable regulatory requirements. The final engineering design of the structures included in the project shall be reviewed and approved by the Los Angeles County Department of Public Works, Building and Safety Division.

Basis for Finding. Subsidence. Subsidence of the ground surface within the project site could be caused by the removal of groundwater and/or petroleum from subsurface sources. As previously discussed, the project site is located in the southern part of the Salt Lake Oil Field and is subject to naturally occurring tar (petroleum) seeps. Based on research conducted in support of the Geology and Soil Discipline Report, there is no existing documentation indicating subsidence has occurred due to removal of petroleum at the project site. Similarly, no evidence of subsidence from groundwater pumping at the project site has been documented. Therefore, potentially damaging subsidence from extraction of groundwater and/or petroleum during construction or operation of the structures is unlikely. However, due to the possibility of tar seeps occurring throughout the project site, impacts related to subsidence during construction and operation of the ~~Recommended~~ Revised Project could be *significant*.

Compressible and Collapsible Soils. Compressible soils are soils which undergo consolidation when subject to a new load, such as a structure load or fill placement. Collapsible soils are soils which significantly decrease in volume when they are wetted and experience an increase in moisture content, regardless of whether a new load is placed on them. Compressible or collapsible soils can lead to excessive settlement distress for structural improvements.

Artificial fill that was not engineered and the near-surface alluvial deposits may be weak and compressible and/or collapsible, particularly with the addition of water. The existing artificial fill present within the project site may not be suitable to support foundations, slabs on grade, paving, or new compacted fills. Furthermore, the surficial alluvial deposits may not be suitable for supporting building loads. Using the existing artificial fill or upper alluvial soils for load support during project construction could result in potential significant impact for the structures once built, as it could lead to structural distress due to total or differential settlement during operation of the project. Impacts related to compressible and collapsible soils during construction and operation of the ~~Recommended~~ Revised Project could be *significant*.

GEO Impact 4: The project site is located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating a potentially significant risk to life and/or property during construction and operation of the ~~Recommended~~ Revised Project. Impacts could be significant. (Final EIR, Volume II, pages 5.6-22 – 5.6-23 and page 6-52)

Expansive soil occurs when clay particles of certain mineralogy interact with water, causing a volume change. Clay soil may swell with increasing moisture content and contract when dried. This phenomenon generally decreases in magnitude with increasing confining pressure at depth. These volume changes may damage spread footings, grade beams, floor slabs, pavement, and other shallow improvements.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to risk of life and/or property during project construction and operation as identified in the Final EIR. With implementation of mitigation measure *GEO/mm-4.1*, geologic instability resulting from development on expansive soils would be reduced to less than significant.

Mitigation Measure *GEO/mm-4.1*: To address impacts related to expansive soils within the project site, additional expansion testing shall be required as part of the final geotechnical design for the project. Based on the outcome of the additional expansion testing, one or more of the following options shall be implemented to address expansive soils:

- a. Over-excavation: Over-excavation and replacement of the expansive material with a soil having low or non-expansive potential, with the upper 2 feet of expansive soil (where encountered at the site) being removed and replaced with non-expansive fill.

OR

- b. Soil Treatment: Chemical treatment, such as lime treatment. This generally involves mixing a certain percentage of the chemical into the subgrade soil, compacting the mixed soil-chemical material, and then allowing the material curing time prior to continuing construction. The percentage of the chemical addition and the associated engineering properties of the improved soil will need to be determined through geotechnical laboratory testing. If chosen, the final geotechnical design shall provide design and construction recommendations related for this option.

OR

- c. Structural Design: The structural design option would involve increasing the bearing pressure on the soil and/or extending the foundation or flatwork depth. However, while increasing the bearing pressure reduces the potential impact from expansive soil, it does increase the potential impact associated with excessive settlement. If this option is elected, settlement evaluation shall be performed as part of the final geotechnical design and based on the proposed loading conditions. Loading conditions shall be limited to a maximum differential of 1 inch over a 20-foot span within the structure.

The final design solution will be determined by the project engineer consistent with the above measures. The final engineering design of the structures included in the project shall be reviewed and approved by the Los Angeles County Department of Public Works, Building and Safety Division.

Basis for Finding. As stated in the Geology and Soil Discipline Report, the upper clay soils within the existing artificial fill and alluvium are subject to expansion and shrinkage resulting from changes in the moisture content. Review of existing data available for the project site confirmed the presence of moderately to highly expansive soil on-site, posing a potential significant impact to lightly loaded foundation elements and flatwork (e.g., sidewalks, driveways). Therefore, impacts related to expansive soils during construction and operation of the ~~Recommended~~ Revised Project could be *significant*.

GEO Impact 6: Given the high paleontological sensitivity of the project site, ground-disturbing activities associated with construction of the ~~Recommended~~ Revised Project could damage paleontological resources that may be present below the surface. Construction impacts could be significant. Operation of the ~~Recommended~~ Revised Project would not directly or indirectly destroy a unique paleontological resource, site, or unique geologic feature. No operational impacts would occur. (Final EIR, Volume II, pages 5.6-24 – 5.6-27 and page 6-52)

The analysis provided in the Paleontological Resources Technical Report (Final EIR, Appendix F) indicates the project site has historically yielded millions of significant fossils and the entirety of Hancock Park, including the project site, contains a veneer of artificial fill overlying older alluvium that is subsequently underlain by the San Pedro Sand and Fernando Formation at greater depths, each having high paleontological sensitivity and high potential for producing significant paleontological resources (SWCA 2023). Specifically, recent artificial fill and reworked sediments originating from within the project site have a high potential to produce significant paleontological resources. Additionally, asphalt deposits seeping from the underlying geologic units to the surface through the artificial fill may contain fossils, albeit to lesser degrees than the underlying older alluvium. The thickness of fill and disturbed sediments likely varies across the site but may extend as deep as 8 feet bgs in some areas, or as shallow as 3 feet bgs in others. Generally, older alluvium, San Pedro Sand, and Fernando Formation have high paleontological potential throughout their extents within the Los Angeles Basin, and within the project site. Artificial fill or previously disturbed sediments also have a high paleontological potential. Regardless of the site's stratigraphy, asphalt pools, seeps, and chimneys have yielded a substantial proportion of the fossils recovered from Hancock Park, particularly in the uppermost 40 feet of sediments.

Given the high paleontological sensitivity of the project site, paleontological resources may be impacted by construction or implementation of the ~~Recommended~~ Revised Project regardless of depth of grading and/or excavation activities, since all ground-disturbing activities associated with the construction of the ~~Recommended~~ Revised Project have the potential to impact asphalt seeps containing aggregates of fossils.

Operation of the ~~Recommended~~ Revised Project would not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, project operation would not directly or indirectly destroy a unique paleontological resource, site, or unique geologic feature.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to ground-disturbing activities associated with project construction that could damage paleontological resources that may be present below the surface as identified in the Final EIR. With implementation of mitigation measures *GEO/mm-6.1* through *GEO/mm6-5*, damage to paleontological resources would be reduced to less than significant.

Mitigation Measure GEO/mm-6.1: Retain a Qualified Professional Paleontologist (Project Paleontologist): Prior to the start of construction and/or ground-disturbing activities, the Los Angeles County Museum of Natural History Foundation, at the direction of the County, shall retain a Qualified Professional Paleontologist (Project Paleontologist) who meets or exceeds the professional standards defined by the SVP (2010), and who has specific experience overseeing mitigation projects in Pleistocene deposits of the Los Angeles Basin. The SVP (2010:10) defines a qualified professional paleontologist as: “a practicing scientist who is recognized in the paleontological community as a professional and can demonstrate familiarity and proficiency with paleontology in a stratigraphic context.” The Project Paleontologist shall have a graduate degree in paleontology or geology, and/or a publication record in peer reviewed journals; have demonstrated competence in field techniques, preparation, identification, curation, and reporting; have at least 2 full years of professional experience as assistant to a qualified professional paleontologist with administration and project management experience (supported by a list of projects and referral contacts); have proficiency in recognizing fossils in the field and in determining their significance; have expertise in local geology, stratigraphy, and biostratigraphy; and have experience collecting vertebrate fossils in the field (SVP 2010). The Project Paleontologist and Page Museum curators and collections managers shall meet weekly during scheduled ground-disturbing activities associated with the construction of the project to address any outstanding questions or concerns that arise during mitigation efforts to ensure effective communication and coordination. The Project Paleontologist shall oversee all regulatory compliance measures, shall oversee mitigation protocols related to paleontological resources, and shall be a point of contact for the Page Museum curators and County officials. A professional resume or curriculum vitae of the Project Paleontologist shall be submitted to the County for approval prior to the start of ground-disturbing activities.

Mitigation Measure GEO/mm-6.2: Prepare a Paleontological Resources Management Plan: After finalization of the engineering, design, and grading plans for the project and prior to the start of preconstruction ground-disturbing activities, a Paleontological Resources Management Plan (PRMP) shall be prepared by the Project Paleontologist and submitted to the Page Museum curators, who shall review and approve the final PRMP on behalf of the County. The PRMP shall define the processes and procedures for paleontological monitoring and fossil excavation based on the nature of ground-disturbing activities required for project. The PRMP shall:

- a. Incorporate the results of the Paleontological Resources Technical Report (SWCA 2023), the final geotechnical investigation, and the final engineering/grading plans for the project.
- b. Require all construction personnel to attend a Worker Environmental Awareness Program (WEAP) training to be presented by the Project Paleontologist, or their designee.
- c. Define the processes and procedures for coordinating and communicating with responsible parties and stakeholders (including but not limited to the contractors, consultants, County officials, and the Page Museum curators and collections managers), when construction activities would be halted due to discovery and subsequent salvage efforts during ground-disturbing activities, and when regularly scheduled meetings between the Project Paleontologist and the Page Museum curators and collections managers would be required.
- d. Outline a procedure whereby mechanical excavation is conducted to remove any non-fossil-bearing sediments or soils subject to environmental soil remediation, such that adequate time is afforded to identify fossil localities and to conduct scientific salvage operations to a feasible extent (see Millington and Dietler 2023); the timing of scientific fossil salvage operations during initial grading should be given special considerations in the PRMP such that delays to earthwork activities are minimized while allowing paleontological material to be salvaged at an acceptable level that retains the scientific integrity of the discoveries.

- e. Require full-time paleontological monitoring by qualified paleontological monitors who meet the standards of the SVP (2010) and shall be supervised by the Project Paleontologist; qualified paleontological monitors shall have the authority to temporarily halt construction activities to record and salvage fossil discoveries as they are unearthed to allow for potentially significant fossils to be collected with their scientific integrity intact to the extent feasible and practical.
- f. Discuss unanticipated fossil discovery and communication protocols if paleontological resources are discovered by non-paleontology staff working on the project in instances where paleontological monitors are documenting or recording paleontological resources discovered elsewhere within the project site.
- g. Discuss feasible monitoring procedures for each of the different ground-disturbing activities, including but not limited to active observation or inspection of sediments during active ground disturbances, whether they be trenching, grading, excavating, drilling, or some other activity that disturbs sediments; inspection of sedimentary spoils piles or cuttings, as well as backfill originating from Hancock Park that may contain asphaltum or fossil material; and/or matrix screening of spoils for small or microfossils as needed.
- h. Define fossil salvaging procedures, including but not limited to outlining the treebox method for asphaltum bearing large accumulations of fossils, salvaging of isolated fossils, matrix screening in the field for microfossils, and chain-of-custody procedures for transferring the fossil discoveries to the Page Museum curators or collection managers as they are exhumed from the project site. Because of the unique conditions of La Brea Tar Pits and the chemical considerations of working with asphaltum fossil deposits, any paleontological resource discoveries shall remain on-site with the Page Museum. The paleontological monitor shall record pertinent geologic data and collect appropriate sediment samples from any fossil localities.
- i. Require the Project Paleontologist to prepare a report of the findings of the monitoring efforts within 90 days after construction is completed.

Mitigation Measure GEO/mm-6.3: Conduct Worker Training: The Project Paleontologist shall develop and present a WEAP training to educate the construction crew on the legal requirements for preserving fossil resources, as well as the procedures to follow in the event of an unanticipated fossil discovery. This training program shall be given to the crew before ground-disturbing work commences and shall include handouts to be given to new workers as needed.

Mitigation Measure GEO/mm-6.4: Monitor for Paleontological Resources: Full-time monitoring shall be required during all ground-disturbing activities (including artificial fill or previously disturbed sediments), regardless of depth. Additionally, special considerations shall be given to the project design elements and geotechnical and soils remediation or hazard reduction recommendations, including but not limited to the paleontological screening of tar sands prior to disposal or treatment. Procedures and protocols for paleontological monitoring and fossil salvage shall be outlined in the PRMP. Monitoring shall:

- a. Be conducted by a qualified paleontological monitor who meets the standards of the SVP (2010) and shall be supervised by the Project Paleontologist, who shall coordinate with the Page Museum curators and collections managers and County officials. The Project Paleontologist may periodically inspect construction activities to recommend adjusting the level of monitoring in response to subsurface conditions; however, modifications, such as increasing, reducing, or ceasing of paleontological monitoring, or any changes of the implementation of the PRMP, should be approved by Page Museum curators and the County.

- b. Include inspection of exposed sedimentary units during active excavations, grading, tar sand removal, and any other ground-disturbing activity that has the potential to impact sediments capable of preserving significant fossils. The Page Museum curators (or their representatives) and the paleontological monitor shall have authority to temporarily divert activity away from exposed fossils to evaluate the significance of the find and, shall the fossils be determined significant or likely significant, professionally and efficiently recover the fossil specimens and collect associated data while minimizing delays. Data collection procedures may require the support of construction contractors to carefully and efficiently collect field data and extract the fossils to allow construction to continue.
- c. Require grading and earthwork contractors to follow the guidance of Page Museum staff or the Project Paleontologist regarding the collection and/or extraction of paleontological resources. The paleontological monitor shall record pertinent geologic data and collect appropriate sediment samples from any fossil localities. Recovered fossils shall be directly retained by the Page Museum for later analysis, laboratory preparation, and eventual curation if deemed significant or important by the Page Museum curators or collection managers.

Mitigation Measure GEO/mm-6.5: Prepare a Paleontological Resources Monitoring Report: Upon conclusion of ground-disturbing activities, the Project Paleontologist overseeing the implementation of the PRMP, including paleontological monitoring and fossil salvaging, shall prepare a final monitoring report that documents the paleontological monitoring efforts for the project and describes any paleontological resources discoveries observed and/or recorded during the life of the project. The final monitoring report and any associated data pertinent to the salvaged fossil specimen(s) shall be submitted to the Page Museum and the Research and Collections Department at the Natural History Museum of Los Angeles County within 90 days after construction is completed. If the project is developed in phases, the final report is only necessary at the completion of the last phase to be constructed. At the discretion of the County, if there are unanticipated gaps in the phases of construction or other reasons why the County would prefer phased final reports, multiple final reports could be prepared.

Basis for Finding. Any fossils encountered during ground-disturbing activities could be at risk for damage or destruction from such activities depending on the nature of the fossil encountered. Therefore, impacts related to paleontological resources during construction of the ~~Recommended~~ Revised Project could be *significant*.

GEO Impact 7 (Cumulative Impacts¹³): ~~The Recommended~~ Revised Project would not result in significant contributions to cumulatively considerable impacts related to geotechnical or soils-related hazards; however, the project could result in significant contributions to cumulatively considerable impacts related to paleontological resources during construction. No impacts would occur during project operation. (Final EIR, Volume II, pages 5.6-27 – 5.6-28 and page 6-52)

With the adherence to the applicable regulations of 2020 CLABC (and future updates to the building code, when they occur) and any site-specific recommendations set forth in a site-specific final geotechnical design evaluation, and the requirement that projects in the surrounding city of Los Angeles adhere to the City of Los Angeles Building Code, the project and related projects would not result in

¹³ Due to the site-specific nature of geological conditions, geological impacts are typically assessed on a project-by-project basis, rather than on a cumulative basis. Nonetheless, cumulative growth in the surrounding area, and other future development projects would be subject to established guidelines and regulations pertaining to building design and seismic safety, including those set forth in the CBC and the City of Los Angeles Building Code, which applies to the properties adjacent to and surrounding the project site, as well as site-specific geotechnical evaluations that would identify potential effects related to the underlying geologic and soil conditions for a particular project site.

significant impacts related to geological and soil conditions. As such, the project's contribution to geotechnical or soils-related hazards would not be cumulatively considerable.

However, in specific consideration of paleontological resources, future and nearby development projects with the potential for substantial excavation would be subject to environmental review, but each of these development projects in the area could result in incremental impacts to paleontological resources that, when viewed together, could be considered cumulatively considerable.

Operation of the project would not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, project operation would not contribute to impacts to paleontological resources.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended-Revised~~ Project that would substantially lessen significant cumulative impacts to paleontological resources as identified in the Final EIR. Implementation of mitigation measures *GEO/mm-6.1* through *GEO/mm-6.5* would reduce potential impacts as described in the Final EIR. As such, implementation of the mitigation measures is required to reduce these impacts to less than significant.

Implement **Mitigation Measures *GEO/mm-6.1*** through ***GEO/mm-6.5***.

Basis for Finding. As addressed in the direct impact analysis, the ~~Recommended-Revised~~ Project has the potential to disturb geological units that are conducive to retaining paleontological resources. If not mitigated, the potential for the loss, alteration, and destruction of the paleontological resources at the project site would be considered significant contributions to cumulative paleontological resource impacts. Therefore, the project could result in *significant* contributions to cumulative paleontological impacts.

Because of the potential for significant impacts on paleontological resources resulting from the project, *Mitigation Measures GEO/mm-6.1* through *GEO/mm 6.5* are required. These measures include retention of a qualified paleontologist, paleontological resources sensitivity training, paleontological resources monitoring, and treatment and curation of discoveries, if encountered. Implementation of these measures would reduce the potential for adverse effects on fossil resources individually and cumulatively and would preserve and maximize the potential of these resources to contribute to the body of scientific knowledge.

6.6 Greenhouse Gas Emissions

GHG Impact 1: During construction of the ~~Recommended-Revised~~ Project, the project would not generate greenhouse gas emissions, either directly or indirectly, that would result in a significant impact on the environment. Project construction impacts would be less than significant. During project operation, the project would generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. Project operation impacts could be significant. (*Final EIR, Volume II, pages 5.7-18 – 5.7-20 and page 6-53*)

Construction of the project would result in greenhouse gas (GHG) emissions, which are primarily associated with use of off-road construction equipment, on-road vendor trucks, and worker vehicles. As recommended by SCAQMD¹⁴, the total construction GHG emissions were amortized over 30 years and added to the total operational emissions.

¹⁴ The SCAQMD Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold (2008:3-9) recommends that, “construction emissions be amortized over a 30year project lifetime, so that GHG reduction measures will address construction GHG emissions as part of the operational GHG reduction strategies.”

The California Emission Estimator Model (CalEEMod) was used to calculate the GHG emissions that would occur for the original project during construction activities, which are anticipated to last a total of approximately 4 years. Project construction would consist of different activities undertaken in phases, through to the operation of the project. Typical construction equipment would be used during all phases of project construction, would be stored within the staging area, and would potentially include excavators, bulldozers, backhoes, dump trucks, water trucks, jackhammers, sandblasters, rollers, pavers, generators, scrapers, forklifts, delivery trucks, paving equipment, cranes, and air compressors. There is no blasting anticipated during construction. Table 7 of the Air Quality and Greenhouse Gas Technical Report (Final EIR, Appendix C) shows the project's anticipated construction schedule, presents an estimate of the maximum number of pieces of equipment for each construction phase, and conservatively assumes equipment would be operating 8 hours per day, 6 days per week for the duration of the construction phase. Final EIR, Volume II, Table 5.7-3 shows construction emissions for the project from on-site and off-site emission sources.

Operation of the project would generate GHG emissions through motor vehicle trips to and from the project site, landscape maintenance equipment operation, energy use (natural gas and generation of electricity consumed by the project), natural gas-fueled emergency generator maintenance and testing, solid waste disposal, off-road and stationary equipment, and generation of electricity associated with water supply, treatment, distribution, and wastewater treatment. The estimated motor vehicle trip assumptions were derived from the Transportation Assessment prepared by Kittelson and Associates (see Final EIR, Appendix J). Other inputs for modeling the original project used a combination of feedback from County staff and modeling defaults. CalEEMod was used to calculate the annual operational GHG emissions, and the results are shown in Final EIR, Volume II, Table 5.7-4.

The ~~Recommended-Revised~~ Project would result in similar types of construction activities, duration, and equipment as the original project. Upon project operation, the ~~Recommended-Revised~~ Project would also result in similar land uses as the original project. The refinements to the design plan would not change the greenhouse gas calculations conducted for the original project. Given that the ~~Recommended-Revised~~ Project would result in similar construction and operational conditions as the original project, it would generate similar GHG emissions (Final EIR, Volume II, Section 6, Alternatives Analysis, page 6-53).

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended-Revised~~ Project that would substantially lessen significant impacts to the project's contribution to GHG emissions during construction and operation. Implementation of mitigation measure *GHG/mm-1.1* would reduce GHG emissions as described. As such, implementation of the mitigation measure is required to reduce GHG emission impacts to less than significant.

Mitigation Measure GHG/mm-1.1: The modifications to the George C. Page Museum and the development of the new museum shall not include the installation of natural gas infrastructure. Future operation of the new facilities shall not use natural gas-fired appliances. In addition, the project shall provide more electric vehicle charging stations than the mandatory requirements in the Los Angeles County Code, Title 31, Green Building Standards, electric vehicle charging space and charging station calculations (Code Section 5.106.5.3.3).

Basis for Finding. As shown in Final EIR, Volume II, Table 5.7-3, the estimated total GHG emissions during construction would be approximately 3,962 MTCO₂e over the construction period for the original project. Estimated project-generated construction emissions amortized over 30 years would be approximately 132 MTCO₂e per year. Given that the ~~Recommended-Revised~~ Project would result in similar construction and operational conditions as the original project, it would generate similar GHG emissions. As with project-generated construction criteria air pollutant emissions, GHG emissions generated during construction of the project would only occur when construction is active, lasting only for

the duration of the construction period, and would not represent a long-term source of GHG emissions. Due to the potential persistence of GHGs in the environment, impacts are based on the estimated annual operational project-generated GHG emissions, as well as the construction GHG emissions which have been amortized over the estimated life of the project. Based on the project's estimated total GHG emissions during construction, impacts associated with project construction would be *less than significant*.

As shown in Final EIR, Volume II, Table 5.7-4, estimated annual project-generated GHG emissions would be approximately 2,351 MTCO₂e per year because of project operations only. After summing the amortized project construction emissions, total GHGs generated by the project would be approximately 2,483 MTCO₂e per year, which is less than the SCAQMD interim screening-level threshold of 3,000 MTCO₂e per year.

Given the project plans have not been fully developed, it is not yet determined whether the project includes the installation of natural gas infrastructure and/or the use of natural gas-fired appliances. Further, while a commitment to electric vehicle charging stations has been made, the number of charging stations that would be installed is not known. For these reasons, impacts related to GHG emissions during operation of the ~~Recommended~~ Revised Project could be *significant*.

GHG Impact 2: The ~~Recommended~~ Revised Project could result in a significant impact related to consistency with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases, specifically the potential conflict with the SCAG 2020-2045 RTP/SCS in relation to improving mobility and accessibility, transportation productivity, and encouraging active transportation. Impacts could be significant. Impacts related to consistency with an applicable plan related to emissions of greenhouse gases are considered holistically (i.e., the plans and policies generally do not segregate impacts by construction and operation). (Final EIR, Volume II, pages 5.7-20 – 5.7-28 and page 6-53)

Relevant plans and policies to reduce GHG emissions include the emissions reduction policies, strategies, and measures discussed within CARB's Climate Change Scoping Plan, SCAG's 2020-2045 RTP/SCS, and the County of Los Angeles General Plan. The project's consistency with the identified plans for reducing GHG emissions considers the project holistically. This approach is consistent with these plans and policies, which also consider the project holistically (i.e., the plans and policies generally do not segregate impacts by construction and operation). The consistency analysis is described in detail for the original project in Final EIR, Volume II, Section 5.7. Given that the ~~Recommended~~ Revised Project would result in similar construction and operational conditions as the original project, it would generate similar GHG emissions and have the same plan and policy consistency analysis (Final EIR, Volume II, Section 6, Alternatives Analysis, page 6-53).

The project's consistency with the identified plans for reducing GHG emissions considers the project holistically. This approach is consistent with these plans and policies, which also consider the project holistically (i.e., the plans and policies generally do not segregate impacts by construction and operation).

CARB's Climate Change Scoping Plan. The Climate Change Scoping Plan outlines a framework that relies on a broad array of GHG reduction actions, including direct regulations, alternative compliance mechanisms, incentives, voluntary actions, and market-based mechanisms, such as the cap-and-trade program. The Climate Change Scoping Plan builds off an array of regulatory requirements that have been promulgated to reduce statewide GHG emissions, particularly from energy demand and mobile sources. While these regulatory requirements are not targeted at specific land use development projects, they would indirectly reduce a development project's GHG emissions. A discussion of these regulatory requirements that would reduce the project's GHG emissions is provided in Final EIR, Volume II, Section 5.7 and includes an analysis of the following:

- California Renewable Portfolio Standard Program and SB 100 and SB 350;
- Senate Bill 1368/Assembly Bill 398, CCR Title 20, Cap-and-Trade Program;
- Title 24 Building Energy Efficiency Standards, and the CALGreen Code;
- Assembly Bill 1493 (Pavley Regulations);
- Advanced Clean Truck Regulation;
- Low Carbon Fuel Standard (EO S-01-07);
- Senate Bill 375;
- California Integrated Waste Management Act of 1989 and Assembly Bill 341; and
- Post-2030 Analysis.

SCAG’S 2020-2045 RTP/SCS. The 2020-2045 RTP/SCS provides socioeconomic forecast projections of regional population growth. The population, housing, and employment forecasts, which are adopted by SCAG’s Regional Council, are based on the local plans and policies applicable to the specific area. While the project does not propose residential uses, new employees would be introduced by the project. According to the 2020-2045 RTP/SCS, the employment forecast for the City of Los Angeles Subregion in 2021 is approximately 1,897,883 employees. In 2028, the projected first operation year of the project, the City of Los Angeles Subregion is anticipated to have 1,937,552 employees. As such, the project’s estimated 42 employees would constitute a very small percentage of the city’s employment growth forecasted between 2021 and 2028. Accordingly, the project’s generation of employees would not conflict with employment generation projections contained in the 2020-2045 RTP/SCS.

The Metro 20 and 720 bus lines on Wilshire Boulevard and the Metro 217, 218, and 780 bus lines on Fairfax Avenue all stop within half a block of the project site. In addition, Metro is currently constructing an extension of the Metro system D Line (Purple), which would include construction of three new heavy-rail subway stations along Wilshire Boulevard, which would serve the project site. By locating the project’s land uses within an area that has existing high-quality public transit (with access to existing regional bus and rail service) and employment opportunities within walking distance, and by including features that support and encourage pedestrian activity and other non-vehicular transportation in the Los Angeles area, the project would support the reduction of vehicle trips and vehicle miles travelled (VMT) and resulting air pollution and GHG emissions.

In addition, the project was reviewed to determine potential inconsistencies with GHG reduction targets forecasted in the SCAG RTP/SCS. The project was analyzed using a total VMT threshold (as opposed to an efficiency-based impact threshold). Additional detail on this analysis is included in the Transportation Assessment prepared by Kittelson and Associates (see Final EIR, Appendix J). The project site functions as a regional attraction and the project would result in a net increase in regional VMT. Since the project would result in a net increase in VMT, further evaluation was necessary to determine whether this project would be inconsistent with the VMT and GHG reduction goals of the SCAG RTP/SCS.

It was determined that, without mitigation measures, the project may be inconsistent with SCAG’s goals related to improving mobility and accessibility, ensuring safety, maximizing transportation productivity, encouraging active transportation, and improving air quality. The project does not include transportation improvements to encourage and improve active transportation and public transit outside of on-site access and circulation improvements.

In conclusion, the project may conflict with the following relevant RTP/SCS goals:

- Improve mobility, accessibility, reliability, and travel safety for people and goods
- Enhance the preservation, security, and resilience of the regional transportation system
- Increase person and goods movement and travel choices within the transportation system
- Reduce greenhouse gas emissions and improve air quality
- Leverage new transportation technologies and data-driven solutions that result in more efficient travel

County of Los Angeles General Plan. The project would meet the County of Los Angeles's General Plan goals to address the impact of GHGs and climate change. The project would implement project design features, including solar photovoltaic panels on the roof of the project building to reduce energy consumption and encourage energy conservation. Additionally, HVAC systems that would be sized and designed in compliance with the CALGreen Code and the County of Los Angeles Green Building Standards Code to maximize energy efficiency caused by heat loss and heat gain; new and existing tree canopies would protect building walls from sun exposure and provide shade for the ground area. The project would provide sustainability features, such as rainwater collection leading to bioswales; a sloped green roof; and the use of drought-tolerant landscaping to reduce water consumption. All of these features would reduce the project's energy consumption, reduce water consumption, and encourage energy conservation. Therefore, the project would not conflict with the goals of the County of Los Angeles General Plan.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to consistency with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases, specifically the potential conflict with the SCAG 2020-2045 RTP/SCS in relation to improving mobility and accessibility, transportation productivity, and encouraging active transportation as identified in the Final EIR. Implementation of mitigation measure *TRA/mm-1.1* would reduce these impacts to less than significant as described in Final EIR, Volume II, Section 5.7.

Implement *Mitigation Measure TRA/mm-1.1*.

Basis for Finding. Through the analysis provided in Final EIR, Volume II, Section 5.7, it was determined that the project may be inconsistent with regional plans related to mobility and GHG reductions, specifically in relation to SCAG's 2020-2045 RTP/SCS. It was determined that without mitigation measures, the project may be inconsistent with SCAG's goals related to improving mobility and accessibility, transportation productivity, and encouraging active transportation. The project does not include transportation improvements to encourage and improve active transportation and public transit outside of on-site access and circulation improvements. However the project does include design features that would reduce the project's energy consumption, reduce water consumption, and encourage energy conservation, as well as provide visitors with public transportation incentives, with the ability to access nearby public transit and opportunities for walking and biking, all of which are consistent with the County of Los Angeles General Plan, OurCounty, City of Los Angeles General Plan, City of Los Angeles Green LA Action Plan, and the City's Green New Deal. Thus, the project could result in a *significant impact* related to consistency with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. With implementation of *TRA/mm-1.1*, impacts related to the ~~Recommended~~ Revised Project's consistency with applicable plans, policies, and regulations adopted for the purpose of reducing GHG emissions would be less than significant.

GHG Impact 3 (Cumulative Impacts¹⁵): The ~~Recommended~~ Revised Project could result in a significant contribution to the cumulative impact of GHG emissions and global climate change. (Final EIR, Volume II, pages 5.7-28 – 5.7-29 and page 6-53)

Consistent with the inherent consideration of GHG emissions as a cumulative contribution to a global environmental condition, the analysis in Final EIR, Volume II, Section 5.7.5 considers the potential for the project to contribute considerably to the cumulative impact of global climate change (Final EIR, Volume II, Section 6, Alternatives Analysis, page 6-53).

The analysis provided demonstrates that the project includes many design features that support the reduction of GHG emissions, including features that would reduce the project's energy consumption, reduce water consumption, and encourage energy conservation, as well as provide visitors with public transportation incentives, the ability to access nearby public transit, and opportunities for walking and biking. However, it has also been determined that, without additional measures, the project may be inconsistent with SCAG's goals related to improving mobility and accessibility, transportation productivity, and encouraging active transportation. This is because the project does not include transportation improvements to encourage and improve active transportation and public transit outside of on-site access and circulation improvements. Also, since detailed design plans have not been developed for the project at this stage, it is also not known whether natural gas use would be included in the final design.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant cumulative impacts to the project's contribution to GHG emissions and global climate change as identified in the Final EIR. Implementation of mitigation measures *GHG/mm-1.1* and *TRA/mm-1.1* would reduce GHG emissions as described in Final EIR, Volume II, Section 5.7. As such, implementation of the mitigation measures is required to reduce GHG emission impacts to less than significant.

Implement ***Mitigation Measures GHG/mm-1.1*** and ***TRA/mm-1.1***.

Basis for Finding. Since detailed design plans have not yet been developed for the ~~Recommended~~ Revised Project, it is not known whether natural gas use would be included in the final design. As a fossil fuel, natural gas production and use are significant contributors to GHG emissions. For the building sector to achieve carbon neutrality, natural gas usage will need to be phased out and replaced with electricity usage, and electrical generation will need to shift to 100% carbon-free sources. Thus, without mitigation, the project could cause a *significant* contribution to the cumulative impact of GHG emissions and global climate change.

¹⁵ The geographic scope considered in the cumulative impact analysis for GHG emissions is global. Adverse environmental impacts of cumulative GHG emissions, including sea level rise, increased average temperatures, more drought years, and more large forest fires, are already occurring.

6.7 Hazards and Hazardous Materials

HAZ Impact 1: During construction of the ~~Recommended~~ Revised Project, a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials could be created. Construction workers, facility employees, and the public could be exposed to hazardous materials associated with the naturally occurring tar seeps present within the project site through the required removal of contaminated soils to an off-site location. Impacts during project construction could be significant. Operation of the ~~Recommended~~ Revised Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Operational impacts would be less than significant. (Final EIR, Volume II, pages 5.8-15 – 5.8-18 and pages 6-53 – 6-54)

During demolition, earthwork, grading, and building construction of the ~~Recommended~~ Revised Project, hazardous materials such as fuel and oils associated with construction equipment, as well as coatings, paints, adhesives, and caustic or acidic cleaners, could be routinely used on-site. In addition, the project would require earthwork activities with excavations that could reach up to approximately 10 feet. Due to anticipated soil impacts from the naturally occurring tar seeps present throughout the project site, on-site soils may not be suitable for reuse and would need to be exported for proper remediation and disposal (KPFF 2021). Of this export, it is conservatively assumed that an estimated 53,000 cubic yards may include potentially hazardous substances, which would be exported to an appropriate disposal facility based on waste sampling and characterization, which would be required for any material leaving the site. Each disposal facility would require testing of the disposed material to characterize and determine whether they could accept the material. Facilities that would potentially accept the materials include those characterized as Class I for federal hazardous waste (e.g., U.S. Ecology in Beatty, Nevada), Class II for California hazardous waste (e.g., Kettleman Hills Landfill in Kettleman City, California), or Class III for non-hazardous waste (e.g., Chiquita Canyon Landfill in Castaic, California).

Upon construction completion of the ~~Recommended~~ Revised Project, the use of hazardous materials typically used in museums and for building and grounds maintenance, including cleaning solvents and pesticides for landscaping, would occur. As operations would be similar to those operations occurring presently on-site, substantial increases in the amount or type of operational hazardous wastes would not be expected. Activities involving the handling and disposal of hazardous waste would occur in compliance with all applicable federal, state, and local requirements concerning the handling and disposal of hazardous waste.

The project site is susceptible to naturally occurring tar seeps, including the Central Green and parking lot areas. Implementation of the project would not change the expected attributes or characteristics of this naturally occurring phenomenon currently at the project site. Implementation of these strategies has adequately and safely managed tar seeps at the site to-date and the operational approach to managing the tar seeps at the site is not planned to be modified.

Operation of the project would not create new tar seeps within the project site. Further, operation of the project would not trigger the need to change the existing tar management approach or modify the existing protocol to manage tar accumulation at the project site. Therefore, operational hazards associated with the routine movement and disposal of the tar throughout the project site, including in areas that may interface with the new facilities proposed by the project, would be less than significant.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts during construction. With implementation of mitigation measures HAZ/mm-1.1 and HAZ/mm-1.2, contamination levels would be reduced both during the construction period to less than significant.

Mitigation Measure HAZ/mm-1.1: Prior to earthwork activities, the project contractor, in coordination with the LAFD and the County, through the Foundation, shall be required to prepare a Soil Management Plan (SMP) for the removal of contaminated soils and their transportation off-site. The SMP shall be prepared in accordance with all relevant and applicable federal, state, and local laws and regulations that pertain to the transportation and disposal of hazardous materials and waste. The SMP shall:

- a. Describe the methodology to identify and manage (reuse or off-site disposal) contaminated soil during soil excavation and/or construction;
- b. Provide protocols for confirmation sampling, segregation and stockpiling, profiling, backfilling, disposal, guidelines for imported soil, and backfill approval from the DTSC Information Advisory on Clean Imported Fill Material; and
- c. In addition, the LAFD may consult with other agencies (e.g., DTSC and the LARWQCB) if the nature of the contamination warrants the involvement of these agencies.

Mitigation Measure HAZ/mm-1.2: The following requirements and precautionary actions shall be implemented when disturbing soil at the project site:

- a. No soil disturbance or excavation activities shall occur without a project site-specific Health and Safety Plan (HASP). Any soil that is disturbed, excavated, or trenched due to on-site construction activities shall be handled in accordance with applicable local, state, and federal regulations, as well as sampled and analyzed by a certified laboratory for constituents in accordance with the accepting landfill's requirements (including testing for the presence of hydrocarbons, volatile organic compounds, semi-volatile organic compounds, heavy metals, and pesticides).
- b. The contractor shall prepare a project-specific HASP. It is the responsibility of the contractor to review available information regarding project site conditions, including the SMP, and potential health and safety concerns in the planned area of work. The HASP shall describe the proposed construction activities and hazards associated with each activity. Hazard mitigation shall be presented in the HASP to limit construction-related risks to workers. The HASP shall include emergency contact numbers, maps to the nearest hospital, gas monitoring action levels, gas response actions, allowable worker exposure times, and mandatory personal protective equipment (PPE) requirements. The HASP shall specify Certificate of Competency action levels for construction workers as well as monitoring criteria for increasing the level of PPE. The HASP shall be signed by all workers on-site to demonstrate their understanding of the construction-related risks.
- c. The contractor and each subcontractor shall require their employees who may directly come in contact with Suspect Soil (soil that is stained or odorous) to perform all activities in accordance with the contractor's HASP. If Suspect Soil is encountered, to minimize the exposure of other workers to potential contaminants on the project site, the contractor may erect temporary fencing around excavation areas with appropriate signage as necessary to restrict access and to warn unauthorized on-site personnel not to enter the fenced area.
- d. There shall be no reuse of excavated soil deemed inappropriate for reuse as defined in the project-specific SMP.

- e. The contractor shall conduct, or have its designated subcontractor conduct, visual screening of soil during activities that include soil disturbance. If the contractor or subcontractor(s) encounter any Suspect Soil, the contractor and subcontractor(s) shall immediately stop work and take measures to not further disturb the soils (e.g., cover suspect soil with plastic sheeting) and inform the Foundation and the environmental monitor. The Foundation shall identify the environmental monitor—an experienced professional trained in the practice of the evaluation and screening of soil for potential impact working under the direction of a licensed Geologist or Engineer—prior to the beginning of work.
- f. Prior to excavation activities, the contractor or designated subcontractor shall establish specific areas for stockpiling Suspect Soil, should it be encountered, to control contact by workers and dispersal into the environment, per the provisions provided in the SMP.

Basis for Finding. Health and safety responsibilities are managed at the project site by a Safety and Risk Management professional. The Safety and Risk Management professional is responsible for managing the use of hazardous materials at the project site in compliance with regulatory standards and reporting requirements. Construction contractors would be required to comply with applicable federal, state, and local laws and regulations regarding the transport, use, and storage of hazardous construction-related materials (Final EIR, Volume II, Section 5.8.2, Regulatory Setting), and all potentially hazardous materials used during construction would be required to be handled and disposed of in accordance with manufacturers' specifications and instructions. The presence of the naturally occurring tar seeps throughout the project site and the required removal of contaminated soils to an off-site location have the potential to create a hazard to construction workers at the site during construction activities, the public, and the staff at La Brea Tar Pits. Construction-related impacts could be *significant*.

Operation of the ~~Recommended~~ Revised Project would not create new tar seeps within the project site. Further, operation of the ~~Recommended~~ Revised Project would not trigger the need to change the existing tar management approach or modify the existing protocol to manage tar accumulation at the project site. The existing strategies discussed above address the project site's dynamic conditions and serve to prevent operational hazards associated with the routine movement and disposal of the tar during the operational life of the ~~Recommended~~ Revised Project. In addition, any new facilities or structures constructed on the project site, including the new museum building, would be designed to accommodate this naturally occurring phenomenon through the engineering and design process to provide appropriate foundational materials that would provide barriers for intrusion and ensure structural stability. Therefore, operational hazards associated with the routine movement and disposal of the tar throughout the site, including in areas that may interface with the new facilities included in the ~~Recommended~~ Revised Project, would be *less than significant*.

HAZ Impact 2: Construction of the ~~Recommended~~ Revised Project could result in the release of hazardous materials into the environment related to naturally occurring tar seeps and subsurface methane gas. Impacts during project construction could be significant. During operation of the ~~Recommended~~ Revised Project, hazardous vapors from subsurface methane gas could result in the release of hazardous materials into the environment. Impacts during project operation could be significant. (Final EIR, Volume II, pages 5.8-18 – 5.8-21 and pages 6-53 – 6-54)

During construction of the ~~Recommended~~ Revised Project, activities (including earthwork, grading, and building construction) would likely require the use of hazardous materials such as fuel and oils associated with construction equipment, coatings, paints, adhesives, and caustic or acidic cleaners could be used and would require proper handling, management, and in some cases, waste disposal. The use, handling, storage, and disposal of these materials could result in hazardous materials releases and, subsequently, the exposure of people and the environment to hazardous materials. However, as previously discussed, all potentially hazardous materials used during construction would be handled, used, and disposed of in

accordance with manufacturers' specifications and instructions, thereby reducing associated risks. In addition, as described in Final EIR, Volume II, Section 5.8.2, Regulatory Setting, various regulations establish specific guidelines regarding risk planning and accident prevention, protection from exposure to specific chemicals, and the proper storage of hazardous materials. The project would be required to be in full compliance with all applicable federal, state, and local requirements concerning the use, storage, and management of hazardous materials. General construction and Occupational Safety and Health Administration regulations require the on-site availability of Safety Data Sheets for all potentially hazardous materials. Additionally, spill containment kits would be maintained on-site during construction to respond to the release of potentially hazardous construction-related chemicals.

Regarding impacted soils from naturally occurring tar seeps on-site, project construction activities have the potential to create a hazard to workers at the site as well as the public, as tar could also be characterized as hazardous material due to flammability and the potential for vapor inhalation. Soil removal activities during construction would require appropriate regulatory protocols and management during all soil disturbance activities. Excavated soil with naturally occurring tar impacts would be stored on plastic sheeting to reduce the potential for naturally occurring tar to come in contact with surficial soils. Soil stockpiles would be bermed to contain any potential run-off or seepage and covered when not in use. Soil would be transported in lined and covered trucks properly manifested in accordance with United States Department of Transportation and other regulatory requirements. Excavated soil, including soil with naturally occurring tar in it, would be disposed of in accordance with CalEPA and federal EPA requirements and by contractors licensed to handle and transport these materials.

Regarding surface vapors, the project site is located within a designated methane zone mapped by the City. Extensive areas of Southern California are underlain by areas with high concentrations of methane; the occurrence of methane under the ground surface is typically related to subsurface methane gas produced from naturally occurring petroleum fields. A subsurface investigation was conducted by Leighton Consulting, Inc., on October 18 and October 19, 2022, and the results of this investigation were documented in the Methane Survey Report prepared for the project, dated January 12, 2023 (see Final EIR, Appendix G). The Methane Survey Report identified elevated methane concentrations of up to 50,000 ppmv in the soils at the project site. Based on these findings, the project site is classified as Site Design Level V based on the City of Los Angeles Municipal Code Ordinance No. 175790. The typical trigger concentration in which gas protection systems are required to be installed in Los Angeles County is 5,000 ppmv; therefore, an active methane mitigation is required beneath any new structures and should follow Site Design Level V of the City's Department of Building and Safety Methane Code. Additionally, for existing buildings located within a methane zone, additions, alterations, repairs, changes of use, or changes of occupancy must comply with the methane mitigation requirements of City of Los Angeles Municipal Code Sections 91.7104.1 and 91.7104.2, when required by City of Los Angeles Municipal Code Chapter IX, Article 1, Division 81 or 82. Methane systems should be designed in accordance with the latest regulatory control measures, including the City of Los Angeles Methane Hazard Mitigation Standard Plans, as required by the Department of Building and Safety.

Upon completion of the ~~Recommended~~ Revised Project, operation of the project would be similar to those operations occurring on-site under existing conditions and would continue to support a variety of museum and research-related activities requiring the use and storage of hazardous materials typically associated with museums. As such, the use of hazardous materials typically used in museums and for building and grounds maintenance, including cleaning solvents and pesticides for landscaping, would occur as they do under existing conditions. However, as previously discussed, all potentially hazardous materials used during project operation would be handled, used, and disposed of in accordance with manufacturers' specifications and instructions, thereby reducing associated risks. In addition, as described in Final EIR, Volume II, Section 5.8.2, Regulatory Setting, various regulations establish specific guidelines regarding risk planning and accident prevention, protection from exposure to specific chemicals, and the proper

storage of hazardous materials. As with existing practice, operation of the ~~Recommended-Revised~~ Project would be required to be in full compliance with all applicable federal, state, and local requirements concerning the use, storage, and management of hazardous materials to reduce the risk of release of hazardous materials into the environment.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended-Revised~~ Project that would substantially lessen significant impacts during construction related to the release of hazardous materials into the environment which occur naturally as a result of tar seeps and subsurface methane gas as identified in the Final EIR. Additionally, the County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended-Revised~~ Project that would substantially lessen significant impacts related to the release of hazardous vapors from subsurface methane gas into the environment during project operation as identified in the Final EIR. With implementation of mitigation measures HAZ/mm-2.1 and HAZ/mm-2.2 and implementation of mitigation measures HAZ/mm-1.1 and HAZ/mm-1.2, contamination levels would be reduced both during the construction period and at the operational level to less than significant.

Mitigation Measure HAZ/mm-2.1: During construction activities at the project site, controls shall be in place to address the effects of subsurface gases and impacted soil and groundwater on workers and the public. During construction, the following shall be implemented:

- a. Monitoring devices for methane and benzene shall be present to alert workers of elevated gas concentrations when subsurface soil-disturbing work is being performed.
- b. Any trench or excavation wider than 18 inches and having a depth greater than 2× its narrowest width shall be monitored with a portable combustible gas detector. The portable detector shall have a resolution capable of reporting to 1% LEL (Lower Explosive Limit), or 0.1% by volume in air, or in parts per million (ppm). If concentrations of combustible gases reach or exceed 20% LEL, or 1.0% by volume in air, or 10,000 ppm, the trench or excavation shall be evacuated until such time as the gas concentrations are determined to be steadily below these levels. All welding and electrical equipment shall be removed from the trench/excavation until the area is deemed to be safe. Portable blowers are the most appropriate means of controlling combustible gas concentrations. The blower motors and appurtenant electrical wiring shall not be placed in the trench or excavation.
- c. No welding, cutting, or other hot work shall be performed close to flammable tars which, when subjected to heat, might produce flammable or toxic vapors (per OSHA 1910.252(a)(3)(i)). Smoking should also be avoided when working near tar seeps.
- d. Contingency procedures shall be in place if elevated gas concentrations are detected, such as the mandatory use of PPE, evacuating the area, and/or increasing ventilation within the immediate work area where the elevated concentrations are detected.
- e. Workers shall be trained to identify exposure symptoms and implement alarm response actions.
- f. Soil and groundwater exposure during excavations shall be minimized to reduce the surface area which could off-gas. This shall be achieved by staggering exposed excavation areas.
- g. Soil removed as part of construction shall be sampled and tested for off-site disposal in a timely manner. If soil is stockpiled prior to disposal, it shall be managed in accordance with the project's Stormwater Pollution Prevention Plan.
- h. Fencing shall be erected to limit public access and allow for gas dilution. The construction contractor can determine the appropriate type of fencing, as long as public access is restricted such that interaction with hazardous construction conditions does not occur.

- i. All requirements of the project-specific HASP shall be implemented and followed as described in HAZ/mm-1.2.

Mitigation Measure HAZ/mm-2.2: As part of the final project design, the project engineer shall develop and implement a methane mitigation system. The mitigation system, which would provide a barrier for hazardous vapors, methane, and tar, consists of a subslab venting system that exhausts to the atmosphere, a subslab impermeable gas/tar barrier membrane system, and a monitoring system consisting of probes above and below the gas barrier membrane. The monitoring program consists of routine (quarterly) monitoring and reporting to the County Public Works, Environmental Programs Division. The Environmental Programs Division shall also review the plans to see if the criteria meet the requirements of Los Angeles County Code 110.4 Methane Gas Hazards. Additionally, tar collection systems underneath the gas mitigation systems need to be evaluated by the engineer and by the county engineer to evaluate the performance of the overall system.

A contingency plan should also be prepared to describe how matters shall be handled in the event that high concentrations of methane gas enter a building despite the mitigation measures.

The inspection and periodic observations of membrane and vapor control measures shall be performed by the Vapor Barrier Engineer (i.e., the Engineer or his Designee). At a minimum, inspection/observation shall take place during the installation of the vent piping, after backfilling of the vent piping, during the installation of the vapor barrier, after the installation of the vapor barrier (prior to backfilling), during the placement of the protection course, immediately prior to placement of foundation concrete, during and at the completion of the vent riser installation for the vent piping, and at the completion of construction prior to the issuance of the system certification and certification of occupancy.

Implement **Mitigation Measures HAZ/mm-1.1 and HAZ/mm-1.2.**

Basis for Finding. Impacts related to impacted soils from naturally occurring tar seeps on-site and subsurface methane gas, as well as associated potential impacts to soil and groundwater, could occur during project construction and may exacerbate the risk of spill and/or accident conditions involving the release of hazardous materials into the environment. Such impacts during construction could be *significant*.

Additionally, while operation of the ~~Recommended~~ Revised Project would not exacerbate the risk of upset and accident conditions involving the release of tar-related hazardous materials into the environment, the existing high concentration of subsurface methane gas at the project site would require ongoing control measures to ensure a properly designed methane mitigation system would provide a barrier for hazardous vapors. Due to the high potential for elevated concentrations of methane gas at the project site, operational impacts related to the release of hazardous materials into the environment could be *significant*.

HAZ Impact 3: The ~~Recommended~~ Revised Project could introduce hazardous materials within 0.25 mile of an existing or proposed school¹⁶ during both construction and operation. Impacts during project construction and operation could be significant. (*Final EIR, Volume II, pages 5.8-21 – 5.8-22 and pages 6-53 – 6-54*)

¹⁶ The nearest schools to the project site include Fusion Academy Miracle Mile, located approximately 0.12 mile directly east of the project site, and Hancock Park Elementary School, located approximately 0.45 mile northwest of the project site. Based on the list of cumulative development projects in the project vicinity (see Final EIR, Volume II, Chapter 4, Environmental Setting), no proposed new school facilities are located within 0.25 mile of the project site.

Construction of the project would involve the use of hazardous materials common to urban construction projects and museum operations. All activities involving the handling, use, storage, transport, and disposal of hazardous materials and wastes would occur in compliance with applicable federal, state, and local requirements. However, as discussed in HAZ Impacts 1 and 2, project construction could create a significant hazard to the public or the environment associated with the naturally occurring tar seeps present within the project site through the required removal of contaminated soils to an off-site location. In addition, construction of the ~~Recommended Revised~~ Project could result in the release of hazardous materials into the environment related to subsurface methane gas. As such, project construction could result in potential hazardous emissions or the handling of hazardous materials and wastes within 0.25 mile of an existing school. Impacts could be *significant*.

As stated in HAZ Impacts 1 and 2, while the project operation would not exacerbate the use, handling, and disposal of hazardous materials or increase the risk of spill and accident conditions involving the release of hazardous materials into the environment, the existing, naturally occurring tar seeps and the existing high concentration of subsurface methane gas at the project site would require control measures to ensure proper collection and disposal of accumulated tar near the ground surface as well as a methane mitigation system to provide a barrier for hazardous vapors (see *Mitigation Measure HAZ/mm-2.2*). As such, operational impacts associated with potential hazardous emissions or the handling of hazardous materials and wastes within 0.25 mile of an existing school could be *significant*.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended Revised~~ Project that would substantially lessen significant impacts related to the introduction of hazardous materials within 0.25 miles of an existing or proposed school during both construction and operation as identified in the Final EIR. With implementation of mitigation measures *HAZ/mm-1.1*, *HAZ/mm-1.2*, *HAZ/mm-2.1*, and *HAZ/mm-2.2*, the introduction of hazardous materials would be reduced both during the construction period and at the operational level to less than significant.

Implement ***Mitigation Measures HAZ/mm-1.1, HAZ/mm-1.2, HAZ/mm-2.1, and HAZ/mm-2.2.***

Basis for Finding. Implementation of *HAZ/mm-1.1*, *HAZ/mm-1.2*, and *HAZ/mm-2.1* during construction of the ~~Recommended Revised~~ Project would reduce impacts associated with the emission of hazardous materials in the vicinity of existing or proposed schools to less than significant. Additionally, implementation of *HAZ/mm-2.2* during project operation would reduce impacts associated the emission of hazardous materials in the vicinity of existing or proposed schools to less than significant.

HAZ Impact 7 (Cumulative Impacts¹⁷): Prior to the consideration of proposed mitigation measures, construction and operation of the ~~Recommended Revised~~ Project could result in hazardous materials impacts associated with the naturally occurring tar seeps and methane conditions present at the project site, including accidental spills or releases associated with the disposal, transport, and management of hazardous materials. If unaddressed, potential contributions to cumulative hazardous materials impacts could be significant. (*Final EIR, Volume II, pages 5.8-24 – 5.8-26 and pages 6-53 – 6-54*)

As addressed in Final EIR, Volume II, Section 5.8, the project site is not identified hazardous materials site pursuant to Government Code Section 65962.5 (threshold d) nor is the project site situated within 2

¹⁷ The geographic scope of analysis for cumulative hazardous materials impacts is limited to the project site and its immediately adjacent area (defined as the adjacent Los Angeles County Museum of Art parcel, and all land uses and roadways directly and immediately surrounding the project site, including those along West 6th Street, South Curson Avenue, and Wilshire Boulevard). This is because impacts relative to hazardous materials are most typically site-specific.

miles of a public or private airstrip (threshold e). In addition, the ~~Recommended~~ Revised Project would not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan during either construction or operation (threshold f). Accordingly, the ~~Recommended~~ Revised Project could not contribute to cumulative impacts related to these topics and they are not discussed further. For this analysis, cumulative impacts related to hazards and hazardous material could occur if the incremental impacts of the project combined with the incremental impacts of other projects, including those identified in Final EIR, Volume II, Chapter 4, Environmental Setting. The following three projects are known projects that are in close proximity to the project site that could contribute to cumulative impacts:

- **Metro D (Purple) Line Extension:** Extension of underground light rail transit service infrastructure to parallel Wilshire Boulevard located directly adjacent to the project site along with seven new transit stations. This project is under construction with the first phase (Wilshire/La Brea, Wilshire/Fairfax, and Wilshire/ La Cienega Stations) anticipated to be completed and in operation by 2024.
- **Los Angeles County Museum of Art Renovation:** Located directly adjacent to the project site (on parcels directly west and south across Wilshire Boulevard) at 5906 West Wilshire Boulevard. The project includes museum renovation and is under construction with an anticipated completion date of 2024.
- **Wilshire Curson Project:** Located approximately 0.03 mile southeast of the project site at 5700-5780 Wilshire Boulevard, 712-752 South Curson Avenue, 5721-5773 West 8th Street, and 715-761 South Masselin Avenue. The project includes office and commercial uses and would involve both the renovation of existing buildings as well as the demolition and construction of new buildings. The project is currently under environmental review, and a construction timeline was not available at the time of publication for the EIR.

Each of the related projects has or would require evaluation for potential threats to public safety, including those associated with the use, storage, and/or disposal of hazardous materials and the potential for the release of hazardous materials into the environment as a result of construction and operation. In addition to the environmental review conducted for the projects, it is important that all project-related activities for the projects listed above would be required to comply with all applicable local, state, and federal laws, rules, and regulations regulating the use, disposal, transport, and management of hazardous materials. In addition to the projects above, activities would occur within the project area within the construction timeframe that would not require review under CEQA. For instance, the establishment of a new business in the area that uses hazardous materials may not trigger CEQA review. In addition, during the construction phase and operational life of the ~~Recommended~~ Revised Project, there could be proposed development projects in the vicinity that would not require discretionary review. As well, unforeseen accidents could always potentially occur through the routine use of hazardous substances by and at surrounding commercial and residential land uses.

Although existing regulations and review processes would likely address hazardous materials concerns, because of the conditions related to the occurrence of petroleum deposits, tar, and methane at the project site and within this general area of the city, it is possible that cumulatively considerable impacts to hazardous materials would occur in the project area if different hazardous conditions or incidents were to occur at the same time (i.e., two or more accidents occurred at the same time).

As identified in the project analysis above, the ~~Recommended~~ Revised Project could result in:

- Significant construction and operational impacts related to creating a hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials associated with the naturally occurring tar seeps present within the project site (threshold a);

- Significant construction and operational impacts associated with the release of hazardous materials into the environment due to naturally occurring tar seeps and subsurface methane gas present within the project site (threshold b); and
- The introduction of hazardous materials within 0.25 mile of an existing or proposed school during both construction and operation (threshold c).

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant cumulative impacts related to construction and operation of the project associated with the naturally occurring tar seeps and methane conditions present at the project site, including accidental spills or releases associated with the disposal, transport, and management of hazardous materials as identified in the Final EIR. Implementation of mitigation measures *HAZ/mm-1.1*, *HAZ/mm-1.2*, *HAZ/mm-2.1*, and *HAZ/mm-2.2* would reduce impacts related to cumulative hazardous materials to less than significant.

Implement **Mitigation Measures** *HAZ/mm-1.1*, *HAZ/mm-1.2*, *HAZ/mm-2.1*, and *HAZ/mm-2.2*.

Basis for Finding. Because construction and operation of the ~~Recommended~~ Revised Project could result in the direct impacts listed above, the potential exists for the project to also contribute significantly to cumulative impacts. If mitigation were not to be implemented, it is conceivable that the project would significantly contribute to these impacts. Therefore, the project's contribution could be cumulatively considerable; impacts could be *significant*. However, project mitigation measures have been identified and included to address these impacts. The identified mitigation measures would address the direct impacts associated with the project itself as well as the project's potential contribution to cumulatively considerable and significant hazardous materials impacts.

6.8 Hydrology and Water Quality

HYD Impact 1: During construction of the ~~Recommended~~ Revised Project, the project would not violate water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality. Construction impacts would be less than significant.

Implementation of the project would increase impervious surfaces within the project site, and project operation would have the potential to contribute to the degradation of surface or groundwater quality. Operational impacts could be significant. (*Final EIR, Volume II, pages 5.9-22 – 5.9-26 and pages 6-54 – 6-55*)

The ~~Recommended~~ Revised Project would result in a similar overall area of impervious surfaces when compared to the original project and, like the original project, would be designed to capture, filter, and reduce the volume of any additional runoff from the project's proposed impervious surfaces in a way that mimics, as well as improves, existing drainage patterns. The ~~Recommended~~ Revised Project's effects related to hydrology and water quality would be similar to the original project (*Final EIR, Volume II, pages 6-54 – 6-55*). During construction of the ~~Recommended~~ Revised Project, particularly during the grading phase, stormwater runoff from precipitation events could cause exposed and stockpiled soils to be subject to erosion and convey sediments into municipal storm drain systems. It is anticipated that project earthwork activities would include an estimated 53,000 cubic yards of cut/export and potentially 37,000 cubic yards of imported fill. In addition, on-site watering activities to reduce airborne dust could contribute to pollutant loading in runoff. Pollutant discharges relating to the storage, handling, use and disposal of chemicals, adhesives, coatings, lubricants, and fuel could also occur. Due to the presence of naturally occurring tar (petroleum) in the subsurface soils, contaminated soils and impacted groundwater may be encountered when performing excavations; therefore, the ~~Recommended~~ Revised Project may have the potential to require dewatering during construction. Discharges from dewatering operations can contain high levels of fine sediments, which, if not properly treated, could lead to exceedance of NPDES

requirements. During construction, temporary dewatering pumps and filtration would be used in compliance with the NPDES permit. These temporary systems would comply with all applicable NPDES requirements related to construction and discharges from dewatering operations, as well as the LARWQCB's Waste Discharge Requirements for Discharges of Groundwater from Construction and Project Dewatering to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties.

As project construction would disturb more than 1 acre of soil, the ~~Recommended~~ Revised Project would be required to obtain coverage under the NPDES Construction General Permit. In accordance with the requirements of the NPDES Construction General Permit, the ~~Recommended~~ Revised Project would prepare and implement a site-specific SWPPP that specifies BMPs to be used during construction to manage stormwater and non-stormwater discharges. BMPs would include, but would not be limited to, erosion control, sediment control, non-stormwater management, and materials management BMPs. The SWPPP would include a description of potential sources of pollutants, including pollutants originating from off-site, which may flow across or through areas of construction. The SWPPP would specify the location, type, and maintenance requirements for BMPs necessary to prevent stormwater runoff from carrying construction-related pollutants into nearby receiving waters (in this case, Ballona Creek). BMPs would be required to be implemented to address the potential release of fuels, oil, and/or lubricants from construction vehicles and equipment (e.g., drip pans, secondary containment, washing stations), release of sediment from material stockpiles and other construction-related excavations (e.g., sediment barriers, soil binders), and other construction-related activities with the potential to adversely affect water quality. The number, type, location, and maintenance requirements of BMPs to be implemented as part of the SWPPP depend on site-specific risk factors, such as soil erosivity factors, construction season/duration, and receiving water sensitivity.

With regard to operational impacts, the project would decrease the overall permeability of the project site (KPFF 2023b).

Increased impervious surfaces from the expanded parking lot and drop-off area would collect automobile-derived pollutants such as oils, greases, heavy metals, and rubber. During storm events, these pollutants would be transported into the stormwater management system by surface runoff. An increase in point-source and nonpoint-source pollution could result from increases in development intensity that may directly impact water quality specific to site drainage patterns. These increases would have the potential to increase the quantity of pollutants and non-stormwater discharges that could adversely impact water quality.

The project proposes to implement three LID BMPs to manage stormwater runoff, in accordance with the Los Angeles County LID Standards Manual (KPFF 2021, 2023b). The three LID BMPs are biofiltration planters, which are shallow vegetated planters that are designed to receive and detain stormwater runoff from the building and site, filter the runoff, and eventually discharge the filtered runoff to the public storm drain system. Planters are sized to treat 150% of the required 85th percentile storm, mitigated stormwater volume. To protect the amended soil within the planters from tar infiltration as well as prevent high groundwater from flooding the planters, the ~~Recommended~~ Revised Project is proposing closed-bottom planters with an underdrain (KPFF 2023b). The biofiltration planters have been sized based on tributary area and are described in detail in Final EIR, Volume II, Section 5.9.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts to groundwater quality related to construction activities and operational impacts related to degradation of surface and groundwater quality as identified in the Final EIR. With the implementation of mitigation measures *HYD/mm-1.1* and *HYD/mm-1.2*, impacts regarding groundwater

quality during construction and operational impacts to surface and groundwater quality would be reduced to less-than-significant levels.

Mitigation Measure HYD/mm-1.1: The Foundation shall implement the following non-structural Best Management Practices (BMPs) for the life of the project:

Open Paved Areas and Biofiltration Planter Areas

- Regular sweeping of all open and planter areas, at a minimum, on a weekly basis in order to prevent dispersal of pollutants that may collect on those surfaces.
- Regular pruning of the trees and shrubs in the planter areas to avoid formation of dried leaves and twigs, which are normally blown by the wind during windy days. These dried leaves are likely to clog the surface inlets of the drainage system when rain comes, which would result in flooding of the surrounding area due to reduced flow capacities of the inlets.
- Trash and recycling containers shall be used such that, if they are to be located outside or apart from the principal structure, are fully enclosed and watertight in order to prevent contact of stormwater with waste matter, which can be a potential source of bacteria and other pollutants in runoff. These containers shall be emptied and the wastes disposed of properly on a regular basis.

Education and Training

- Annual training of employees on property management and proper methods of handling and disposal of waste shall be provided. Employees should understand the on-site BMPs and their maintenance requirements.

Landscape Management

- Landscaping shall be maintained using minimum or no pesticides.

Litter Control

- An adequate number of trash receptacles shall be provided and inspected regularly. Leaky receptacles shall be prepared or replaced. Receptacles shall be covered.
- Prohibit/prevent dumping of liquid or hazardous wastes. Post “no hazardous materials” signs. Inspect and pick up litter daily and clean up spills immediately. Keep spill control materials available on-site.

Housekeeping of Loading Docks

- Loaded and unloaded items shall be moved indoors as soon as possible.

Catch Basin Inspection

- Stormwater pollution prevention information shall be provided. Owner shall be made aware that the following is to be followed: “Property owner shall not allow anyone to discharge anything to storm drains or to store or deposit materials so as to create potential discharge to storm drains.”
- Catch basins shall be inspected regularly.

Design and Construct Trash and Waste Storage Areas to Reduce Pollutant Introduction

- Trash and waste will be handled and stored for pickup adjacent to the loading dock. This limits the potential introduction of pollutants into the site. Trash and waste pickup will occur regularly.

Use Efficient Irrigation Systems and Landscaping Design

- Landscape shall be generally designed to provide an efficient and continuous irrigation system.
- Landscape areas shall be designed to include plants that are friendly to the climate of Los Angeles.

Storm Drain Stencil Signage

- Stencil or label all storm drain inlets and catch basins, constructed or modified, within the project area with prohibitive language to prevent dumping of improper materials into the urban runoff conveyance system.

Mitigation Measure HYD/mm-1.2: The Foundation shall ensure all structural and non-structural Best Management Practices (BMPs) are operated, monitored, and maintained for the life of the project pursuant to the following:

- All structural BMPs shall be inspected, cleaned-out, and where necessary, repaired, at the following minimum frequencies: 1) prior to October 15th each year; 2) during each month between October 15th and April 15th of each year and, 3) at least twice during the dry season (between April 16th and October 14th of each year).
- Debris and other water pollutants removed from structural BMPs during cleanout shall be contained and disposed of in a proper manner.
- The drainage system, the associated structures, and BMPs shall be maintained according to manufacturer's specification to ensure maximum pollutant removal efficiencies.

Basis for Finding. Compliance with the requirements of the LARWQCB (CWA NPDES Program and Porter-Cologne Act waste discharge requirements), Construction General Permit, and County stormwater regulations would be sufficient to address the potential for buildout of the ~~Recommended~~ Revised Project to violate water quality standards or waste discharge requirements during construction activities. Therefore, impacts related to degradation of surface or groundwater quality from construction activities associated with the ~~Recommended~~ Revised Project would be *less than significant*.

While incorporation of the LID BMPs (i.e., the three biofiltration areas) and LARWQCB post-construction stormwater management requirements would improve stormwater runoff water quality, which would benefit the water quality of downstream surface waters as well as underlying groundwater resources, additional non-structural BMPs would also need to be implemented to ensure that the increase in impervious surfaces with project implementation would not contribute to the degradation of surface or groundwater quality. Without implementation of non-structural BMPs, operational impacts related to degradation of surface or groundwater quality associated with the ~~Recommended~~ Revised Project could be *significant*.

HYD Impact 6 (Cumulative Impacts¹⁸): Prior to consideration of the proposed mitigation measures, operation of the ~~Recommended~~ Revised Project could have the potential to contribute to the degradation of surface or groundwater quality. If unaddressed, potential contributions to cumulative impacts associated with degradation of surface or groundwater quality could be significant. (Final EIR, Volume II, pages 5.9-33 – 5.9-34 and pages 6-54 – 6-55)

The ~~Recommended~~ Revised Project would result in a similar overall area of impervious surfaces when compared to the original project and, like the original project, would be designed to capture, filter, and reduce the volume of any additional runoff from the project's proposed impervious surfaces in a way that mimics, as well as improves, existing drainage patterns. The ~~Recommended~~ Revised Project's effects related to hydrology and water quality would be similar to the original project (Final EIR, Volume II, pages 6-54 – 6-55).

Significant cumulative impacts related to hydrology and water quality could occur if the incremental impacts of the ~~Recommended~~ Revised Project combined with the incremental impacts of one or more of the cumulative projects identified in Final EIR, Volume II, Chapter 4 would substantially affect hydrology and water quality. The following cumulative projects would be geographically adjacent to and/or overlap with components of the ~~Recommended~~ Revised Project, and include activities that could affect hydrology and water quality:

- **Metro D (Purple) Line Extension:** Extension of underground light rail transit service infrastructure to parallel Wilshire Boulevard located directly adjacent to the project site along with seven new transit stations. This project is under construction with the first phase (Wilshire/La Brea, Wilshire/Fairfax, and Wilshire/ La Cienega Stations) anticipated to be completed and in operation by 2024.
- **Los Angeles County Museum of Art Renovation:** Located directly adjacent to the project site (on parcels directly west and south across Wilshire Boulevard) at 5906 West Wilshire Boulevard. The project includes museum renovation and is under construction with an anticipated completion date of 2024.

The project would have no impact with respect to flood potential and impacts associated with inundation, by seiche or tsunami (threshold d). Therefore, the ~~Recommended~~ Revised Project would not contribute to cumulative impacts related to these topics and they are not discussed further.

Through compliance with existing regulations, the ~~Recommended~~ Revised Project would result in less than significant impacts related to groundwater supplies and groundwater recharge (threshold b), existing drainage patterns (threshold c) and conflicts with applicable water quality control plan or sustainable groundwater management plan (threshold e). Each of the related projects, as well as future development projects within the project vicinity would be subject to compliance with the requirements of the LARWQCB and the City or County, as applicable. In addition, discretionary development projects subject to review under CEQA would be evaluated for potential impacts associated with groundwater recharge, existing drainage patterns, and consistency with applicable water quality and groundwater management plans. Therefore, the project, in conjunction with the related projects, would not contribute to cumulative construction or operational impacts related to these issues.

¹⁸ The geographic scope of analysis for cumulative hydrology and water quality impacts on surface water hydrology is limited to the project site and its immediately adjacent area that would flow into the same drainage system. This is because impacts relative to hydrology and water quality are generally site-specific when the site is in a highly developed urban area with limited to no potential for flooding, dam failure, or other larger-scale event. Hydrology and water quality impacts could only be cumulative if two or more projects had impacts that spatially overlapped.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended-Revised~~ Project that would substantially lessen significant cumulative impacts resulting from construction activities which could result in increased pollution levels of natural watercourses and underground aquifers. The County further finds that changes or alterations have been required in, or incorporated into, the project that would substantially lessen significant impacts to surface and groundwater quality as identified in the Final EIR. Implementation of *HYD/mm-1.1* and *HYD/mm-1.2* would reduce impacts related to project construction and the increase in impervious surfaces within the project site. As such, with the implementation of the mitigation measures, the project level impacts would be less than significant.

Implement **Mitigation Measures** *HYD/mm-1.1* and *HYD/mm-1.2*.

Basis for Finding. Due to the existing built-out nature of the project site and the project vicinity, cumulative development would be expected to result in a minimal overall change to urban pollutant discharges to surface water runoff and groundwater percolation rates. However, construction activities could result in increased pollution levels of natural watercourses or underground aquifers. The types of pollutant discharges that could occur as a result of construction include accidental spillage of fuel and lubricants, discharge of excess concrete, and an increase in sediment runoff. Storm runoff concentrations of oil, grease, heavy metals, and debris typically increase as the amount of urban development increases in the watershed. Polluted runoff that may be generated during construction activities of cumulative development and projects considered in this analysis would be regulated by the SWRCB under NPDES Construction General Permits and would be minimized using standard construction BMPs. With adherence to these regulatory standards, the ~~Recommended-Revised~~ Project's contribution to cumulative construction impacts would be *less than significant*.

As discussed in Final EIR, Volume II, Section 5.9.5, threshold a), implementation of the project would increase impervious surfaces within the project site and project operation would have the potential to contribute to the degradation of surface or groundwater quality. If project mitigation were not to be implemented, it is conceivable that the project would contribute to cumulative impacts related to degradation of surface or groundwater quality. Therefore, cumulative operational impacts could be *significant*.

6.9 Noise and Vibration

NOI Impact 1: During construction of the ~~Recommended-Revised~~ Project, the project could generate a substantial increase (5 dBA Leq) in ambient noise levels in the vicinity of the project, which could affect noise-sensitive land uses. As a result, the project could result in generation of a substantial temporary increase in ambient noise levels in the vicinity of the project in excess of established standards. Therefore, noise impacts resulting from project construction could be **significant**. (*Final EIR, Volume II, pages 5.11-19 – 5.11-22 and page 6-56*)

This ~~Recommended-Revised~~ Project would include similar construction activities and construction equipment as compared to the original project (Final EIR, Volume II, page 6-56). Worker vehicles and haul trucks transporting equipment and materials to and from the project site during construction would increase noise levels on the local roads in the project site. It is expected that construction trucks would typically access the project site from the nearby Interstate (I-) 10, taking the La Brea Avenue exit from the westbound I-10. Trucks would travel northbound to Wilshire Boulevard, continue westbound on Wilshire Boulevard, then northbound on Curson Avenue to the project site. The construction worker vehicles would not be restricted to travel exclusively on this haul route and instead are allowed to access the project site via other routes. However, to perform a conservative traffic noise analysis, all traffic for the project (i.e., worker and truck trips) is assumed to travel on this haul route.

The grading phase would be the peak period of construction with the highest number of construction trucks. There would be a maximum of 127 construction trucks (e.g., vendor, hauling), totaling 254 trips per day. The hourly truck trips were estimated based on 8-hour workdays and assuming a uniform distribution of trips. The hourly worker trips were estimated, assuming half of the workers would arrive in 1 hour, resulting in 38 worker trips per hour. The estimated roadway noise levels resulting from the addition of the original project's construction-related traffic on these roadway segments are shown in Final EIR, Volume II, Table 5.11-11. As shown in Table 5.11-11, the estimated noise levels generated by off-site construction traffic would be below the existing daytime ambient noise level at the noise-sensitive receptors along the haul routes. The ~~Recommended~~ Revised Project would have the same anticipated impacts (Final EIR, Volume II, page 6-56).

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts to noise during construction as identified in the Final EIR. Implementation of mitigation measure *NOI/mm-1.1* would reduce construction-related noise to less than the significance threshold at the off-site sensitive uses. As such, after implementation of the mitigation measure, the ~~Recommended~~ Revised Project's contribution to noise from construction activities would be less than significant.

Mitigation Measure NOI/mm-1.1: The following measures shall be implemented to reduce construction-related noise impacts:

- a. Operation of equipment used in construction, alteration, drilling, or demolition work shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m., Monday through Friday; before 8:00 a.m. or after 6:00 p.m. on Saturday; and any time on Sundays or legal holidays.
- b. A temporary barrier shall be erected around active construction areas. The placement and height of the barrier shall be adjusted based on the specific location of construction activities within the site, ensuring that the barriers are positioned as close as feasible to the work area and are sufficiently tall to maximize effectiveness in minimizing direct noise transmission to surrounding areas, such that a sound reduction of 10 dBA is achieved measured at the property lines on the east side of Curson Avenue and north side of 6th Street. Prior to the commencement of each construction phase, a phase-specific acoustic analysis shall be conducted to determine the optimal placement and configuration of noise barriers. In consultation with an acoustical engineer, the barrier configuration may be modified to address the specific conditions of phased construction, provided that the adjustments achieve an equivalent noise reduction outcome.
- c. Noise levels from powered equipment or powered hand tools at a distance of 50 feet from the noise source or within 500 feet of a residential zone will be limited to 75 dBA, such limits shall not apply where compliance is technically infeasible. Technical infeasibility means that the noise limit cannot be achieved despite the use of mufflers, shields, sound barriers, and/or other noise reduction devices or techniques during operation of the equipment.
- d. All construction equipment shall be properly maintained per manufacturers' specifications and fitted with the best available noise-suppression devices.
- e. Pneumatic tools used at the site shall be equipped with an exhaust muffler on the compressed air exhaust to minimize noise levels.
- f. Stationary noise sources shall be located as far from adjacent sensitive receptors as possible and shall be muffled and enclosed within temporary sheds or insulated barriers when possible.

- g. Prior to commencement of construction, a designated project contact person will directly notify the management of any surrounding residential properties located within 100 feet of the project site about the construction schedule and activities and provide a contact number to address any noise-related complaints during construction.
- h. A designated point of contact shall be identified to address noise-related complaints during construction. The noise disturbance coordinator will be responsible for responding to any local complaints about construction noise.

Basis for Finding. Construction activities associated with the project were assessed to last approximately 4 years, with completion anticipated in 2027. This is the most conservative analysis from a noise perspective given the most equipment would be on the site at one time if the project was implemented during one phase. During this time, noise from equipment use and activities on-site would vary throughout the project site, depending on various stages of construction. The predicted noise from construction activity is presented as a worst-case (highest noise level) scenario, where it is assumed that all equipment is present and operating simultaneously on-site for each stage of construction. Final EIR, Volume II, Table 5.11-13 shows the highest construction noise levels at each of the analyzed monitoring locations. As shown in Table 5.11-13, the estimated construction noise levels at off-site receptors ST2, ST5, ST8, ST9, and ST10 would be below the significance threshold. However, the estimated noise levels at receptors ST3, ST6, and ST7 would exceed the significance threshold by 2.7 dBA at ST3, 4.6 at ST6, and 3.9 dBA at ST7. As a result, noise impacts resulting from project construction could be *significant*.

6.10 Recreation

REC Impact 2: Construction of the ~~Recommended~~ Revised Project would include enhancements and modifications to existing recreational facilities within the 13-acre project site. These activities could have an adverse physical effect on the environment. Construction impacts could be significant. Operation of the ~~Recommended~~ Revised Project would not require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. Operational impacts would be less than significant. (Final EIR, Volume II, pages 5.12-8 – 5.12-9 and page 6-57)

The ~~Recommended~~ Revised Project would result in modifications to existing structures and enhancements to the passive recreational areas and outdoor open spaces within the 13-acre project site. While the ~~Recommended~~ Revised Project would not expand or increase the amount of area dedicated to existing passive recreational uses, it would include improvements to the existing recreational areas and outdoor open spaces through modification to the existing pedestrian pathways into a continuous paved pedestrian path linking the existing elements of the site, including the Central Green. The project would also add a children's play area, picnic areas, and other new passive recreational amenities, such as seating areas and viewing points.

As described above, construction of the ~~Recommended~~ Revised Project would include improvements to existing passive recreational areas within the project site. These improvements are considered as part of the overall project design and no other recreational facilities besides the improvements included in the project would be implemented. Construction activities associated with improvements to the existing recreational areas within the project site could include grading and other ground-disturbing activities, landscaping modifications, as well as the use of construction equipment throughout the construction duration of the project.

Upon project implementation, operation of the ~~Recommended~~ Revised Project would not require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. Operational impacts would be *less than significant*.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts resulting from construction activities which could result in an increase in noise and an increase in air quality construction-related emissions as identified in the Final EIR. Implementation of AES/mm-4.1; AQ/mm 3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1 and 5.2, BIO/mm-6.1; CR-ARCH/mm-1.1 through 1.4; GEO/mm-3.1 and 3.2, GEO/mm-4.1, GEO/mm-6.1 through 6.5; GHG/mm-1.1; HAZ/mm-1.1 and 1.2, HAZ/mm-2.1 and 2.2; NOI/mm-1.1; TRA/mm-4.1 through 4.3; and TCR/mm-1.1 through 1.4 would reduce construction impacts associated with enhancement of on-site passive recreational facilities to less than significant. Operational impacts would be less than significant.

Implement construction-related **Mitigation Measures** AES/mm-4.1; AQ/mm 3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1 and 5.2, BIO/mm-6.1; CR-ARCH/mm-1.1 through 1.4; GEO/mm-3.1 and 3.2, GEO/mm-4.1, GEO/mm-6.1 through 6.5; GHG/mm-1.1; HAZ/mm-1.1 and 1.2, HAZ/mm-2.1 and 2.2; NOI/mm-1.1; TRA/mm-4.1 through 4.3; and TCR/mm-1.1 through 1.4.

Basis for Finding. The potential for adverse physical effects on the environment during project construction are evaluated throughout the environmental topic areas presented in Final EIR, Volume II, Chapter 5, Environmental Impact Analysis. These construction activities would result in a temporary increase in noise and an increase in air quality construction-related emissions and could also have impacts on or related to aesthetics, biological resources, archaeological resources, geology and soils, and hazards and hazardous materials. Construction impacts related to the enhancement of on-site passive recreational facilities could be *significant* while operational impacts would be *less than significant*.

REC Impact 3 (Cumulative Impacts¹⁹): Prior to the application of mitigation measures, the ~~Recommended~~ Revised Project could contribute to cumulative impacts associated with adverse physical effects on the environment. Cumulative construction impacts could be significant. Operation of the ~~Recommended~~ Revised Project would not contribute to cumulative impacts. (Final EIR, Volume II, pages 5.12-10 – 5.12-11 and page 6-57)

The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. Further, the project site would continue to provide passive open space and recreational amenities for public use during project construction and operation in a downtown urban area where access to recreational spaces is limited. The demand and use of the existing parks and recreational facilities within the project vicinity would likely continue to increase with implementation of related development projects, many of which include residential uses which directly drive population growth and subsequently, the use of park and recreational facilities.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant cumulative impacts resulting from construction activities related to the expansion of recreational facilities which might have an adverse physical effect on the environment as identified in the

¹⁹ The geographic context for the cumulative impact analysis of parks and recreational facilities considers facilities within a 2-mile distance of the project site (see Final EIR, Volume II, Table 5.12-1). These include facilities within the City's jurisdictional boundaries as well as the neighboring jurisdiction of the City of Beverly Hills. Final EIR, Volume II, Chapter 4, Environmental Setting, provides a list of cumulative development projects in the vicinity of the project site also details nearby related projects.

Final EIR. Implementation of AES/mm-4.1; AQ/mm 3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1 and 5.2, BIO/mm-6.1; CR-ARCH/mm-1.1 through 1.4; GEO/mm-3.1 and 3.2, GEO/mm-4.1, GEO/mm-6.1 through 6.5; GHG/mm-1.1; HAZ/mm-1.1 through 1.3, HAZ/mm-2.1; NOI/mm-1.1; TRA/mm-4.1 through 4.3; and TCR/mm-1.1 through 1.4 would reduce construction impacts associated with the expansion of recreational facilities to less than significant.

Implement construction-related **Mitigation Measures AES/mm-4.1; AQ/mm 3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1 and 5.2, BIO/mm-6.1; CR-ARCH/mm-1.1 through 1.4; GEO/mm-3.1 and 3.2, GEO/mm-4.1, GEO/mm-6.1 through 6.5; GHG/mm-1.1; HAZ/mm-1.1 through 1.3, HAZ/mm-2.1; NOI/mm-1.1; TRA/mm-4.1 through 4.3; and TCR/mm-1.1 through 1.4.**

Basis for Finding. As described in REC Impact 2, construction of the ~~Recommended~~ Revised Project includes enhancements and modifications to existing recreational facilities which could have an adverse physical effect on the environment. Because construction of the ~~Recommended~~ Revised Project could result in these direct impacts, the potential exists for the ~~Recommended~~ Revised Project to also contribute significantly to cumulative impacts. If mitigation were not to be implemented, it is conceivable that the project would significantly contribute to these impacts. Therefore, the project's contribution could be cumulatively considerable; impacts could be *significant*. With implementation of the project's construction-related mitigation measures referenced above, the project's contribution to cumulative construction impacts would be *less than significant*.

6.11 Transportation

TRA Impact 1: The ~~Recommended~~ Revised Project could result in a significant impact related to consistency with transportation plans, programs, ordinances, or policies. These impacts are largely due to operational increases in vehicle trips related to anticipated increases in visitation; however, construction-period effects are also considered in the overall project increase. (Final EIR, Volume II, pages 5.13-18 – 5.13-21 and page 6-57)

The analysis related to applicable transportation plans, policies, and regulations considers the holistic impacts associated with implementation of the project (i.e., it does not provide separate construction and operation analyses). This is because most policies broadly consider the appropriateness of types of land uses and the inclusion of features in the development plan that are consistent with the agency's long-range vision and goals.

The ~~Recommended~~ Revised Project would result in an adjusted footprint of the new museum building with the same square footage as proposed by the project. Given the museum square footage was used, in part, to estimate the net increase in project-generated trips along with the average visitor trip length, the ~~Recommended~~ Revised Project would result in similar estimated regional VMT as that estimated for the original project. Similar to the original project, the ~~Recommended~~ Revised Project could result in an impact related to consistency with transportation plans, programs, ordinances, or policies for vehicle parking supply, bicycle parking supply, and transportation demand management.

Mobility Plan 2035 PROW Classification Standards for Dedications and Improvements. While the project includes new construction along Wilshire Boulevard (an Avenue I) and West 6th Street (an Avenue II), the property is not zoned for R3 or less restrictive zoning. Therefore, the project does not conflict with the dedication and improvement requirements that are needed to comply with the Mobility Plan 2035 Street Designations and Standard Roadway Dimensions.

Mobility Plan 2035 PROW Policy Alignment with Project-Initiated Changes. Given that the project includes physically modifying the curb placement along Curson Avenue, City plans and policies were

reviewed in light of the physical changes to determine if the City would be obstructed from carrying out the plans and policies. Curson Avenue along the project frontage is not on the High Injury Network. It is not a part of one of the designated multimodal networks. There are no existing or planned transit lines, transit stops, or bikeways along this segment. With the curb modification, the existing sidewalk would be maintained. The project would modify the curb line to create a bay for a section of curb that is already designated as a bus zone, in place of the existing landscaped area. This moves loading/unloading out of the travel lanes to separate it from the adjacent travel lane.

The project also includes a new driveway on West 6th Street (an Avenue II). However, this does not result in exceeding 1 driveway per every 200 feet along the Avenue II frontage, locating it within 150 feet of the intersecting street, or locating it near a mid-block crosswalk. The project would not conflict with plans or policies that govern the public right-of-way.

Network Access. The project would not vacate or otherwise restrict public access to a street, alley, or public stairway. It does not create a cul-de-sac and is not located adjacent to an existing cul-de-sac. Therefore, the project would not conflict with a plan or policies that ensures access for all modes of travel.

Parking Supply and Transportation Demand Management. The project does not include a supply of on-site parking that exceeds the baseline amount as required in the City of Los Angeles Municipal Code. No increase in the on-site parking supply is anticipated from existing conditions, and the overall museum square footage is increasing. The project would not conflict with parking management policies.

The City of Los Angeles Municipal Code bicycle parking requirements for institutional uses are one short-term parking space per 10,000 of floor area, and one long-term parking space per 5,000 square feet of floor area. Since the project includes a net increase of 42,000 square feet, this means that four short-term spaces and eight long-term spaces are required. At this time, the project site plan is conceptual and therefore does not indicate the amount nor location of bike parking. Therefore, the project may conflict with the City of Los Angeles Municipal Code requirements for bicycle parking.

The Transportation Demand Management (TDM) Ordinance requires projects between 25,000 and 50,000 square feet to provide a transportation information display with public transit information, contact information for rideshare and transit, ridesharing promotional material, bike route and facility information, and listing of on-site services or facilities. At the time of EIR development, the project site plan is conceptual and does not indicate the location of this required TDM measure. Therefore, the project may conflict with the City of Los Angeles Municipal Code requirements for TDM.

Consistency with Regional Plans. The project was reviewed to determine potential inconsistencies with GHG reduction targets forecasted in the SCAG RTP/SCS. The project was analyzed using a total VMT threshold (as opposed to an efficiency-based impact threshold). The project site functions as a regional attraction and the project would result in a net increase in regional VMT. Since the project would result in a net increase in VMT, further evaluation was necessary to determine whether this project would be inconsistent with VMT and GHG reduction goals of the SCAG RTP/SCS.

It was determined that without mitigation measures, the project may be inconsistent with SCAG's goals related to improving mobility and accessibility, ensuring safety, maximizing transportation productivity, encouraging active transportation, and improving air quality. The project does not include transportation improvements to encourage and improve active transportation and public transit outside of on-site access and circulation improvements. The project may conflict with the following relevant RTP/SCS goals:

- Improve mobility, accessibility, reliability, and travel safety for people and goods
- Enhance the preservation, security, and resilience of the regional transportation system

- Increase person and goods movement and travel choices within the transportation system
- Reduce greenhouse gas emissions and improve air quality
- Leverage new transportation technologies and data-driven solutions that result in more efficient travel

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts to consistency with transportation plans, programs, ordinances, or policies as identified in the Final EIR. Implementation of *TRA/mm-1.1* would reduce impacts associated with inconsistencies with plans to less than significant.

Mitigation Measure *TRA/mm-1.1*: In consultation with the LADOT, the Los Angeles County Museum of Natural History Foundation (Foundation) shall prepare and implement a Transportation Demand Management (TDM) Program to reduce museum employee and visitor vehicle trips and increase alternative modes such as walking, bicycling, public transit, and rideshare.

The Foundation shall designate an existing member of staff as the on-site TDM Coordinator. This coordinator shall be responsible for monitoring and tracking employee and visitor mode share and annual reporting to LADOT.

Employee Strategies:

Information shall be distributed to employees and displayed on a bulletin board, display case, or kiosk (displaying transportation information) where the greatest number of employees are likely to see it. The following measures may be applied to reduce employee vehicle trips and VMT:

- Provide a transportation information bulletin board on-site with public transit information, contact information for rideshare and transit, ridesharing promotional material, bike route and facility information, and listing of on-site services or facilities.
- Provide facilities on-site to support bicycling to work, such as secure bike parking, showers, and lockers.
- Encourage and support participation in Metro vanpool, including subsidies for participation.
- Implement paid parking for employees.
- Subsidize transit passes.
- Offer flexible work schedules and telecommuting, when feasible.

Visitor Strategies:

Transportation information for visitors shall be displayed on La Brea Tar Pits' website and distributed with physical marketing materials. The following measures may be applied to reduce visitor vehicle trips and VMT:

- Advertise and offer discounted museum tickets for visitors who use public transit or a bicycle to visit the project.
- Provide and maintain secure on-site bicycle parking for visitors and monitor usage to determine if additional bicycle racks are needed.
 - Provide wayfinding signage directing bicyclists from the visitor entrances to where on-site bicycle parking is located.
 - Ensure bicycle parking is well lit and monitored by staff.
- Continue to have paid parking for visitors.

- Coordinate with Metro to improve transit access and user comfort and encourage visitors to take local bus service or the future Purple Line extension to La Brea Tar Pits, through the following measures:
 - Improve pedestrian wayfinding between the planned Purple Line station, local bus stops, and La Brea Tar Pits.
 - Implement bus stop improvements such as shelters along Wilshire Boulevard bus stops that would be used by La Brea Tar Pits visitors.
 - Coordinate with Metro and the City of Los Angeles to ensure that safe and comfortable pedestrian facilities (such as ADA curb ramps and continental crosswalks) are available between local bus stops and the project entrances, including at the Curson Avenue/ Wilshire Boulevard intersection.
- Coordinate with the City of Los Angeles to implement planned bikeways in the vicinity of the project site and contribute to the implementation of the bikeways. This includes planned bikeways along Wilshire Boulevard and West 6th Street.

Basis for Finding. Through the analysis described above, it was determined that the ~~Recommended~~ Revised Project would be inconsistent with regional plans related to mobility and GHG reductions, as well as the City of Los Angeles Municipal Code requirements for bicycle parking and TDM. As such, the project could result in a *significant impact* related to consistency with plans, programs, ordinances, or policies.

TRA Impact 4: The ~~Recommended~~ Revised Project could result in inadequate emergency access during construction and operation. Project impacts would be potentially significant. (*Final EIR, Volume II, pages 5.13-23 – 5.13-25 and page 6-58*)

Construction of the ~~Recommended~~ Revised Project would include renovation and expansion of the existing museum, demolition of the existing museum entrances, grading and excavation, and construction of new structures and related infrastructure. While all construction activities, including construction staging of equipment, would be situated entirely within the project site, it is possible that project construction and needs for unique construction-period access could cause temporary delays to vehicles (including emergency response providers) in the vicinity of the project site.

Once the project is constructed and operational, emergency vehicle access to the project site would be provided from the two site entrances off South Curson Avenue and off West 6th Street. The project may result in queuing and delays at the two major intersections directly next to (and providing access to) the project site, which could affect emergency access to the project site and other nearby sites.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts related to inadequate emergency access during construction and operation as identified in the Final EIR. Implementation of *TRA/mm-4.1*; *TRA/mm-4.2*; and *TRA/mm-4.3* would reduce impacts associated with the construction operation activities of the project to less than significant.

Mitigation Measure TRA/mm-4.1: A construction traffic management plan (CTMP) shall be developed by the contractor, approved by the County, and the City of Los Angeles Department of Transportation (LADOT), Caltrans, and LA Metro, and implemented to alleviate construction period impacts. The CTMP will include, but may not be limited to, the following restrictions:

- Prohibition of construction worker parking on nearby residential streets.
- Prohibition of construction-related vehicles parking or staging on surrounding public streets.

- Prohibition of construction-related parking or staging on streets with bus service.
- Temporary pedestrian and vehicular traffic controls (i.e., flag persons) during all construction activities adjacent to public rights-of-way to improve traffic flow on public roadways.
- Safety precautions for pedestrians and bicyclists through such measures as alternate routing and protection barriers shall be implemented as appropriate.
- Scheduling of construction-related deliveries, haul trips, etc., shall occur outside the commuter peak hours to the extent feasible.
- Avoidance of construction-related deliveries, haul trips, etc. from routing along congested local and state facilities, to the extent feasible.
- Relocation and accommodation (as needed) of adjacent bus stops and access, to the extent feasible.

Mitigation Measure TRA/mm-4.2: Consultation shall occur with the City of Los Angeles Fire Department (LAFD) to analyze the project's emergency access design, including a review of the proposed vehicle access points. Construction activities and their impact on emergency access shall also be reviewed to ensure that the final design provides adequate access to the project site and neighboring businesses and residences.

Mitigation Measure TRA/mm-4.3: To improve emergency access safety and circulation, coordination shall occur with LADOT to explore the feasibility of implementing one or more of the following improvements:

- a. Signal timing at the built-out intersection of Curson Avenue/Wilshire Boulevard shall be regularly updated to optimize traffic signal timing. In addition, the weekday a.m. and p.m. peak period bus-only lanes on Wilshire Boulevard shall be extended to the weekday midday and weekend midday peak hours to improve bus operations through that intersection.
- b. Signal timing at the Curson Avenue/West 6th Street intersection shall be regularly updated to optimize splits. In addition, improve existing lane striping to extend the northbound left-turn lane at the intersection, and/or add an inbound left-turn lane at the project's Curson Avenue driveway.
- c. Incorporate safety features to accommodate passenger pick-up and drop-off along West 6th Street when planned separated bike lanes are implemented.
- d. Monitor driveway operations at Curson Avenue.
- e. The County of Los Angeles does not have the authority to impose these measures because they are within the discretionary authority of the City of Los Angeles. Thus, while they are recommended, the County of Los Angeles is not required to implement them. However, the requirement to coordinate with the City and facilitate possible implementation of the above measures shall be required.

Basis for Finding. The ~~Recommended~~ Revised Project would be required to be designed in accordance with the California Vehicle Code (CVC), which provides requirements for ensuring emergency vehicle access regardless of traffic conditions. In addition, the project's emergency vehicle access would need to comply with Los Angeles Fire Department (LAFD) access requirements as to not impede emergency access within the project vicinity, and all project driveways would be required to be designed according to LADOT standards to ensure adequate access, including emergency access, to the project site. While increased vehicle traffic may increase delays and queues on the network, the drivers of emergency vehicles normally have a variety of options for avoiding traffic, such as using sirens to clear a path of

travel, activating emergency vehicle pre-emption phases on traffic signals, or driving in the lanes of opposing traffic. Pertaining to emergency access within the project site, a Preliminary Basis of Design Narrative was prepared for the project to outline the applicable codes related to fire safety and access features required to ensure adequate on-site circulation and access to the buildings and park areas within the project site (Code Consultants, Inc. [CCI] 2021). As outlined by CCI, the project would be designed in accordance with regulations set forth in the County of Los Angeles Building Code as well as the City of Los Angeles Fire Code as they pertain to fire safety and emergency access.

Given the project is undergoing continued development, the specific emergency access design and parameters have not been finalized, either for construction-period or post-construction conditions. For these reasons, emergency access impacts are considered *potentially significant*.

6.12 Tribal Cultural Resources

TCR Impact 1: During construction of the ~~Recommended-Revised~~ Project, the project could cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Sections 5020.1(k) and 5024.1. Construction impacts could be significant. Operation of the ~~Recommended-Revised~~ Project would not cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Sections 5020.1(k) and 5024.1. No operational impacts would occur. (Final EIR, Volume II, pages 5.14-9 – 5.14-13 and page 6-58)

The County, as the CEQA Lead Agency, has provided notification to Native American tribes affiliated with the project site pursuant to AB 52. Responses were received from four of the five tribes: Fernandeño Tataviam Band of Mission Indians, Gabrieleno Band of Mission Indians – Kizh Nation, Gabrieleno/Tongva San Gabriel Band of Mission Indians, and San Manuel Band of Mission Indians. Of those responses, Fernandeño Tataviam Band of Mission Indians, Gabrieleno Band of Mission Indians – Kizh Nation, and Gabrieleno/Tongva San Gabriel Band of Mission Indians have requested consultation for the project. The project site contains LAN-159/H, which is recommended eligible for the California Register of Historical Resources under Criterion 4 because it possesses sufficient archaeological data with the potential to contribute important information to history and it retains integrity. Based strictly on this scientific assessment, LAN-159/H meets the definition of a historical resource and a unique archaeological resource.

The ~~Recommended-Revised~~ Project would result in renovation and upgrades throughout the Tar Pits complex, including the 13-acre portion of Hancock Park and the Page Museum. At the time of preparation of this report, final engineering, design, and grading plans for the project had not been finalized. Because the project design is at a preliminary stage, the level detail needed to determine the precise depth and extent of ground disturbance is not known. However, the level of design that has occurred to-date allows for a general characterization of the overall ground disturbance and excavation that would be necessary for the project. For impact assessment purposes, the design team for the project, working with the Los Angeles County Museum of Natural History Foundation and the County, estimates that, at most, the project would require excavations 6 to 10 feet below ground, potentially involving 53,000 cubic yards of cut/export and 37,000 cubic yards of imported fill. These estimates represent the most impactful scenario in terms of depths and horizontal extent of excavation within the project site. Thus, ground-disturbing activities have the potential to directly impact LAN-159/H as a tribal cultural resource.

Operation of the ~~Recommended-Revised~~ Project would not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, there is no potential to encounter, alter, or disturb tribal cultural resources during project operation. No impact would occur during project operation.

Grading plans and construction drawings have not been prepared and the specific phases of the project implementation have not been determined. Preparing the Archaeological Resources-Tribal Cultural Resources (AR-TCR) Management Plan using more advanced project designs and based on an anticipated schedule for the types of construction activities would allow the AR-TCR Management Plan to better account for this information in the document and ensure proper implementation. However, the project plans and the analysis of a known archaeological and tribal cultural resource, supported by substantial evidence, are sufficiently detailed to allow for the specific performance criteria to be identified for the AR-TCR Management Plan, the implementation would occur at a later time.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant impacts in relation to substantial adverse change of a tribal cultural resource during construction as identified in the Final EIR. Implementation of *TCR/mm-1.1*; *TCR/mm-1.2*; *TCR/mm-1.3*; and *TCR/mm-1.4* would reduce impacts associated with significant changes to tribal cultural resources to less than significant.

Mitigation Measure *TCR/mm-1.1*: Retain Tribal Consultants.

- a. Prior to any ground-disturbing activities on the project site associated with the project, the Gabrieleno Band of Mission Indians – Kizh Nation, Gabrieleno/Tongva San Gabriel Band of Mission Indians, and Gabrielino Tongva Indians of California shall be retained as Tribal Consultants. Each of the Tribal Consultants shall provide the services of a representative, known as a Tribal Monitor. The Tribal Monitor(s) shall be present on-site and carry out actions described in the Archaeological and Tribal Cultural Resources Management Plan (AR-TCR Management Plan) and any actions required to comply with mitigation measures for tribal cultural resources. These actions shall include but not be limited to monitoring ground-disturbing activities. Ground disturbing activities are defined as excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing trees, clearing, driving posts or pilings, augering, backfilling, blasting, stripping topsoil or a similar activity at the project site. The frequency of the monitoring services shall be provided on a rotational basis as outlined in *TCR/mm-1.3*.
- b. At least 21 days before any ground disturbing activities commence, each of the Tribal Consultants shall submit a letter of retention to the Museum of Natural History confirming that the that they have been retained consistent with the terms of the *TCR/mm-1.1*.

Mitigation Measure *TCR/mm-1.2*: Prior to any ground-disturbing activities on the project site associated with the project, the Tribal Consultants or Tribal Monitors shall provide a worker training to on-site project personnel responsible for supervising ground-disturbing activities (i.e., foreman or supervisor) and machine operators. The initial training shall be conducted prior to the start of ground-disturbing activities in the project site. The worker training shall include but not be limited to any topics related to protocols related to tribal cultural resources, regulatory compliance requirements, monitoring procedures and stop-work restrictions, and any other applicable mitigation measures that must be adhered to during ground-disturbing activities for the protection of tribal cultural resources. As an element of the worker training, the Tribal Consultants or Tribal Monitors shall advise the construction crews on proper procedures to follow if an unanticipated tribal cultural resource is discovered during construction whether a Tribal Monitor is present or not. The Tribal Consultants or Tribal Monitors shall also provide the construction workers with contact information for the Tribal Consultants and Tribal Monitors. Once the ground disturbances have commenced, the need for additional or supplemental worker training shall be determined through consultation with the Tribal Consultants, and project proponent or their designated project supervisor. Within 5 days of completing a worker training, a list of those in attendance shall be provided to the Museum of Natural History by the Tribal Consultants, the Qualified Archaeologist, or a designee of either parties.

Mitigation Measure TCR/mm-1.3: Monitoring for Tribal Cultural Resources.

- a. Prior to any ground-disturbing activities associated with the project, a minimum of one Tribal Monitor shall be present during ground-disturbing activities as stipulated in the AR-TCR Management Plan. The AR-TCR Management Plan shall establish a monitoring schedule in a manner that provides opportunities for each of the three Tribal Consultants to participate in monitoring throughout the project's duration and within specific project phases that involve ground-disturbing activities. The monitoring schedule shall be determined at the sole discretion of the Museum of Natural History. The Museum of Natural History or their designee shall notify each Tribal Consultant in advance of its assigned monitoring period to allow for adequate preparation and planning. The Qualified Archaeologist shall be responsible for coordinating and communicating with the Tribal Consultants to address the need for consistency in reporting of the results during the rotational monitoring process. If one Tribal Monitor is unable to attend on a given day, but another Tribal Monitor is present, ground disturbing work shall commence. The need for additional monitors exceeding the two respective Tribal Monitors shall be assessed if the areas subject to monitoring exceeds what can be reasonably covered. The Tribal Monitors shall work under the direction of their respective Tribal Consultant. The Tribal Monitors shall complete daily monitoring logs that provide descriptions of the relevant ground-disturbing activities (the type of construction activities performed and location of ground-disturbing activities), sediment types, presence or absence of tribal cultural resources or potential tribal cultural resources, and any other facts, conditions, materials, or discoveries of significance to the Tribal Consultants. Monitor logs shall identify and describe any discovered tribal cultural resources or potential tribal cultural resources as defined in Public Resources Code Section 21074(a), which includes but is not limited to Native American artifacts, remains, places of significance, as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project Lead Agency and the Qualified Archaeologist for purposes of summarizing in the monitoring report.
- b. The Tribal Monitors shall have the authority to temporarily halt or redirect construction activities if a tribal cultural resource or potential tribal cultural resource is exposed during construction. If a tribal cultural resource or potential tribal cultural resource is identified, work in the immediate vicinity (not less than 50 feet) of the find shall stop unless another distance is determined by both the Tribal and Archaeological Monitors, which shall consider the nature of the find and the potential for additional portions of the resource to remain buried in the unexcavated areas of the project site. Construction activities may continue in other areas in coordination with the qualified archaeologist and tribal consultant.
- c. If a potential component of the existing tribal cultural resource (LAN-159/H) is identified, it shall be assessed by the Tribal Consultants as a tribal cultural resource in terms of its cultural value, based on tribal expertise, and supported by substantial evidence. If the discovery is archaeological in nature, then the assessment shall also incorporate the Qualified Archaeologist's evaluation as a potential contributor to the significance of LAN-159/H based on the California Register of Historical Resources criteria or as a unique archaeological resource, as specific in the AR-TCR Management Plan and in substantial conformance with the Archaeological and Tribal Cultural Resources Assessment. Any identified tribal cultural resources shall be assessed by both Tribal Consultants and the materials shall be cataloged and stored at the Page Museum for the period in which the ground-disturbing activities are occurring. Further analysis and the disposition of any collected materials shall be determined through consultation with the Tribal Consultant, the County, and informed by the evaluation of the materials as elements that contribute to the significance of the archaeological resource. Any consultation required shall occur on an as-needed basis during the ground-disturbing

activities and continue after tribal monitoring has concluded as part of the reporting process described in Part F of TCR/mm-1.4 and CR-ARCH/mm-1.4.

- d. If initial monitoring identifies no further sensitivity (i.e., sediments incapable of containing tribal cultural resources) below a certain depth or within a certain portion of the project site, a corresponding reduction of monitoring coverage would be appropriate. The reasoning for and scale of the recommended reduction shall be assessed by the Tribal Consultant in consultation with the Qualified Archaeologist and communicated to the Museum of Natural History in writing prior to reduction. Monitoring for tribal cultural resources shall be required until there is written confirmation from the County or a supervisor responsible for overseeing the ground-disturbing activities that there shall be no further ground-disturbing activities on the project site or in connection with the project site, either for the duration of the project.
- e. Within one month of concluding the tribal cultural resources monitoring, the Tribal Consultants shall prepare a memo stating that the monitoring requirements have been fulfilled consistent with the terms of TCR/mm-1.3 and summarize the results of any finds and actions taken by the tribal monitor to implement the final measures related to tribal cultural resources. The memo shall be submitted to the Museum of Natural History and the Qualified Archaeologist to be attached to a final archaeological and tribal monitoring report prepared by the Qualified Archaeologist consistent with CR-ARCH/mm-1.4.

Mitigation Measure TCR/mm-1.4: If human remains are encountered during construction all ground-disturbing work shall be immediately diverted from the discovery as directed by the Tribal Consultant and Qualified Archaeologist and based on consideration of the possibility that additional or multiple Native American human remains may be located in the project site, and after having considered whether the bones are human or faunal. Upon discovery of human remains, whether the archaeological or tribal monitor is present, the Los Angeles County Coroner's Office shall be notified, as prescribed in Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the Coroner determines that the remains are of Native American origin, the Coroner shall proceed as directed in Section 15064.5(e) of the State CEQA Guidelines, and as specified in the TCRMMP, which require the coroner to notify the NAHC who will appoint a Most Likely Descendent (MLD). Funerary objects, called associated grave goods in Public Resources Code 5097.98, are also to be treated accordingly. While the coroner determines whether the remains are Native American and the MLD is designated and notified, the discovery is to remain confidential and secure to prevent any further disturbance.

Basis for Finding. Given the input provided by the consulting tribal parties, the contents of LAN-159/H and any additional components that may be buried within the project site have cultural value, which extends beyond the scientific data potential. The consulting tribal parties have stated that they consider the materials previously recorded and any that may be identified to have cultural value, regardless of whether they are recovered from their originally deposited setting or have been moved via artificial means over time. Furthermore, three of the consulting tribal parties and one of the tribes contacted for informational purposes have stated in a more generalized sense that they consider the site to be sensitive, sacred, or otherwise culturally significant. The boundaries of Native American components previously recorded for LAN-159/H have been delineated within the larger site boundary that occupies the full extent of the project site. While not all subsurface settings within the project site boundary have an equal probability of containing additional Native American components, the boundary established for LAN-159/H represents a reasonable approximation of the area in which additional Native American materials could be preserved and provides an adequate basis on which the potential for project impacts can be assessed. Thus, LAN-159/H meets the definition of a tribal cultural resource. Therefore, impacts to tribal cultural resources during project construction could be *significant*.

According to State CEQA Guidelines 15126.4(b)(3), preservation in place (i.e., avoidance) is the preferred manner of treatment of a significant archaeological site. If a previously unrecorded archaeological component of LAN-159/H is identified during ground-disturbing activities for the project and is found to contribute to the significance of the site, it is possible that under some circumstances preservation in place would not be a feasible form of mitigation under any of the examples listed in State CEQA Guidelines, and alternative treatment options would be required to avoid or reduce potentially significant impacts. If avoidance is not feasible, treatment may include archaeological data recovery (i.e., excavation, laboratory processing, and analysis) to obtain important information and thereby reduce potential impacts to *less than significant*.

TCR Impact 2 (Cumulative Impacts²⁰): Prior to the consideration of proposed mitigation measures, construction of the ~~Recommended~~ Revised Project could result in significant contributions to cumulative impacts related to the disturbance and destruction of tribal cultural resources. (*Final EIR, Volume II, pages 5.14-13 – 5.14-14 and page 6-58*)

Tribal cultural resources are nonrenewable, irreplaceable, and inherently important to the Native American descendants, and their destruction prevents further study of past lifeways and history. Projects that could be developed in the northwestern Los Angeles Basin include the development projects listed in Final EIR, Volume II, Chapter 4, Environmental Setting, as well as additional development projects beyond the geographical limit of the cumulative project listing contained in Chapter 4. The development of projects in the northwestern Los Angeles Basin could result in the destruction of tribal cultural resources and, particularly those for land development and transportation, would have the potential to result in a cumulative impact associated with the loss of tribal cultural resources. Given the potential for tribal cultural resources in the northwestern Los Angeles Basin and the number of construction activities that involve disturbance of areas sensitive for tribal cultural resources, cumulative impacts to tribal cultural resources could occur through physical demolition, destruction, relocation, or alteration to a resource such that it would cause an adverse change in the significance of tribal cultural resources—California Register of Historical Resources eligible resources as defined in Public Resources Code Section 2020.1(k) or resources considered by the County to be tribal cultural resources pursuant to Public Resources Code Section 5024.1.

The ~~Recommended~~ Revised Project has the potential to contribute to a loss of tribal cultural resources that could combine with impacts from past, present, and reasonably foreseeable projects prior to implementation of the mitigation measures outlined previously in this section. The project's contribution toward cumulative effects on tribal cultural resources in the region could be significant if mitigation measures were not required and implemented to address the potential for direct impacts and the potential for project contribution to cumulative impacts.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen

²⁰ The geographic context for the analysis of cumulative impacts to tribal cultural resources is defined as the northwestern Los Angeles Basin—approximately the area west of the Los Angeles River, south of the Santa Monica Mountains, east of the Pacific coastline, and north of the Palos Verde Peninsula. The northwestern Los Angeles Basin area is large enough to contain a representative sample of Native American archaeological sites that could be important to affiliated California Native American tribes, and it is small enough to account for the cumulative impacts from projects on a more local scale. Importantly, the northwestern Los Angeles Basin is fully within the traditional territory of the Gabrielino and to a lesser extent the overlapping portions of the traditional territory of Tataviam-affiliated groups. The full extent of the traditional Gabrielino territory includes adjoining regions to the north, east, and south. Further discussion of the northwestern Los Angeles Basin as the geographic context used to analyze cumulative impacts is provided above in Final EIR, Volume II, Section 5.4.6, which is focused upon archaeological resources but is relevant to the analysis of tribal cultural resources.

significant cumulative impacts to the disturbance and destruction of tribal cultural resources as identified in the Final EIR. Implementation of *TCR/mm-1.1 through TCR/mm-1.4* would reduce impacts associated with the construction of the project to less than significant.

Implement **Mitigation Measures TCR/mm-1.1 through TCR/mm-1.4**.

These measures put forward a process that ensures any new tribal cultural resources or new components of an existing tribal cultural resource will be identified, inventoried, evaluated for significance in terms of its value to a California Native American tribe, and treated appropriately if found to be a contributing element.

Basis for Finding. As provided in the environmental impacts analysis in Final EIR, Volume II, Section 5.14.5, a series of mitigation measures have been developed to address the project's potential for impacts to tribal cultural resources, which build upon and enhance the process put forward in *Mitigation Measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4*. These mitigation measures have been developed to not only address direct impacts of project implementation, but also to address the project's contribution to cumulative tribal cultural resource impacts. Implementation of *Mitigation Measures TCR/mm-1.1 through TCR/mm-1.4*—which provide for retention of a qualified tribal consultant, worker training, monitoring by tribal monitors, and treatment of unanticipated discoveries—would ensure that tribal cultural resources impacts, both direct and contributions to cumulative impacts, are reduced to less than significant with mitigation. Taken together, implementation of these mitigation measures would ensure that the project would have less-than-significant impacts related to tribal cultural resources, as well as address the project's potential for significant contributions to potential cumulative tribal cultural impacts in the northwestern Los Angeles Basin.

6.13 Utilities and Service Systems

UTL Impact 1: During construction of Recommended-Revised Project, the construction of new or expanded sewer lines from the project site could be required to an identified point of connection within existing sewer system facilities. LASAN will not be able to give a definitive confirmation of adequate sewer system capacity for the project without further detailed gauging and evaluation associated with more detailed architectural plans, which would be provided during the project's permitting phase. At this juncture, it is not known if new or upgraded sewer lines would be required and conclusion of this analysis would be speculative. Impacts related to construction of new or expanded utility infrastructure could be significant. Operational impacts would be less than significant. (*Final EIR, Volume II, pages 5.15-9 – 5.15-13 and pages 6-58 – 6-59*)

Water. Delivery of potable water to the project site would be provided by LADWP. On-site water delivery infrastructure would include a 3-inch water line and a 3-inch fire line at the northeast corner of the site beneath the adjusted parking lot, which would connect to the existing water meter in the sidewalk on South Curson Avenue (KPFF 2021). From there, the project site is served by three water mains that include two 8-inch asbestos-cement pipelines along Wilshire Boulevard and Curson Avenue, and a cast-iron pipeline along 6th Street (LADWP 2022). New above grade backflow preventer devices would be located just inside the property line adjacent to the meter. Water service to both the Observation Pit, as well as Project 23, is currently provided by LACMA. Due to the relatively remote location of these service points compared to their proximity to LACMA, it is assumed that those demands would continue to be served by and coordinated with LACMA. Based on a response letter provided by LADWP on October 28, 2022, regarding the project's request for water and electric service connection, other than the improvements described above, LADWP confirmed that there are no known issues or deficiencies related to water services or facilities within the project site vicinity (see Final EIR, Appendix K). The estimated water demand anticipated upon project implementation is detailed in the analysis provided for threshold b).

Wastewater. Wastewater discharge from the project site is directed to the east where it connects by gravity to an existing City of Los Angeles public sewer main. The sewage infrastructure in the vicinity of the project site includes an existing 12-inch line on South Curson Avenue. The 12-inch line feeds into an 18-inch line on Wilshire Boulevard then into a 39-inch line on Crescent Heights Boulevard before discharging into a 48-inch sewer line also located on Crescent Heights Boulevard (LASAN 2022). The Observation Pit and Project 23 sewer connections tie into LACMA infrastructure. Wastewater generated from the new project elements would be conveyed from the sewer line at the northeast corner of the site beneath the adjusted parking lot to the existing 12-inch sewer main along South Curson Avenue. On-site sewer lines would connect to the existing sewer main along South Curson Avenue. Ultimately, wastewater flows from the ~~Recommended~~ Revised Project would be conveyed through these sewer lines and treated at the Hyperion Wastewater Reclamation Plant.

Based on a letter provided from LASAN dated November 22, 2022, LASAN analyzed its existing infrastructure capacity to convey and treat project wastewater flows (see Final EIR, Appendix K). Based on LASAN's calculations, the project would result in an increase of approximately 5,823 gallons of wastewater flow per day. With this level of flow, LASAN concluded that while there is sufficient capacity within the existing sewer system to treat wastewater flows generated by the project at the Hyperion Wastewater Reclamation Plant, the capacity to convey wastewater flows via the existing sewer lines serving the project site would require further detailed gauging and evaluation (see Final EIR, Appendix K). In consideration of LASAN requirements, detailed gauging and calculation of available sewer line capacities will be required as part of the permit process, which will occur when building plans are more fully developed and able to be submitted to LASAN. As part of this process, LASAN would identify specific sewer point connections, verify that capacity still exists in the infrastructure, and determine if new or additional sewer lines would need to be built to the planned point of connection (LASAN 2022).

Stormwater Drainage. As described in Final EIR, Volume II, Section 5.9, Hydrology and Water Quality, implementation of the project would result in a decrease of pervious surfaces from 59.3% to 51.9%.and would modify the existing drainage management areas as shown in Figure 5.9-5 in Final EIR, Volume II, Section 5.9 and Final EIR, Appendix H. The project's drainage pattern would convey all on-site drainage to on-site stormwater management systems (i.e., the three biofiltration areas) prior to discharging stormwater off-site. The drainage plan also includes a drainage area that is entirely within the public right-of-way and consists of runoff that drains directly to the existing Wilshire Boulevard stormwater facilities. In addition, the project's grading and drainage plan for the site has been designed to use the existing topography of the site and maintain historic drainage patterns to the maximum extent feasible, with integration of additional water quality and drainage facilities to meet or exceed applicable Los Angeles Regional Water Quality Control Board (LARWQCB) Post-Construction Stormwater Management Requirements.

The drainage plan for the ~~Recommended~~ Revised Project consists of three new biofiltration systems to manage stormwater runoff, designed in accordance with the Los Angeles County Low Impact Development Standards Manual. Proper design of landscape features and site grading, as well as implementation of the biofiltration systems, would have the potential to improve the quality of stormwater runoff from the project site. The City has designed the existing storm drainage infrastructure serving the project site to carry stormwater flows per the County of Los Angeles Department of Public Works Hydrology Manual (County Public Works 2006) and the City of Los Angeles Department of Public Works Storm Drain Design Manual (City of Los Angeles 1986) and is designed to carry the 50-year storm event per the County's Hydrology Manual. No known deficiencies exist in the vicinity of the project. Furthermore, the project's drainage plan has the potential to increase the water quality of discharged stormwater flows through implementation of the project's biofiltration areas and would result in peak discharge flow rates that are not anticipated to exceed the capacity of the existing storm drain conveyance system (see Final EIR, Appendix H for peak discharge flow rates per drainage area).

Therefore, the project is designed to capture, filter, and reduce the volume of any additional runoff from the project's impervious surfaces in a way that mimics, as well as improves, existing drainage patterns (see Final EIR, Volume II, Section 5.9.5 and Final EIR Appendix H for peak discharge flow rates per drainage area).

Electricity and Natural Gas. Upgrades would be required with respect to electric power and natural gas facilities, based on the construction of the new museum building. Point of connection to the project will be submitted to LADWP and SoCalGas prior to construction. Upgrades would be confined to the lateral connections to the project site and not any centralized facilities. Upgrades would likely be completed by either trenchless technology or completion of open trenching, to the depth of the underground utilities. The construction of the laterals would be temporary and would be subject to all applicable regulatory requirements. In addition, there would be solar electric power for the new museum building as well as additional energy-saving measures, including natural light to be harvested for the main spaces using large expanses of glass and skylights; daylighting systems to coordinate the levels of artificial lighting; HVAC systems that would be sized and designed in compliance with the CALGreen Code to maximize energy efficiency caused by heat loss and heat gain; and new and existing tree canopies to be used to protect building walls from sun exposure and provide shade for the ground area. In compliance with Title 24's Energy Efficiency Standards for Residential and Non-Residential Buildings in California, the energy savings would help offset any additional energy demands and consumption resulting from the project (Final EIR, Appendix L). Final EIR, Volume II, Chapter 7, Other CEQA Considerations, provides further analysis related to the project's energy consumption.

Telecommunications. The ~~Recommended~~ Revised Project would continue to rely on the same internet and phone services as existing conditions expanding the services of current providers to the new museum (e.g., AT&T, Centrex, and Crown Castle). Future connections with these service providers are not anticipated to result in the need for construction of new or expanded infrastructure beyond the typical connections required within the project site to the new building.

Construction. Construction and installation of the utility infrastructure improvements described above would be conducted during the initial site preparation activities to allow for renovations within the project site and would require grading and ground-disturbance activities that have been considered throughout Final EIR, Volume II, Chapter 5, Environmental Impact Analysis. *Mitigation Measures AES/mm-4.1, AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1 and 5.2, and BIO/mm-6.1; CR-ARCH/mm-1.1 through 1.4; CR-HIST/mm-1.1 through 1.5; GEO/mm-3.1 and 3.2, GEO/mm-4.1, and GEO/mm-6.1 through 6.5; GHG/mm-1.1; HAZ/mm-1.1 through 1.2 and HAZ/mm-2.1 and 2.2; NOI/mm-1.1; TRA/mm-1.1 and TRA/mm-4.1 through 4.3; and TCR/mm-1.1 through 1.4* have been identified to reduce potential impacts associated with construction of future uses on-site, including construction and installation of new utility infrastructure within the boundaries of the project site.

Construction and implementation of the infrastructure improvements that may be required beyond the project site would be expected to occur within existing roadway rights-of-way in areas that have been previously disturbed. As well, where applicable, the mitigation measures identified above apply to all project elements, including off-site improvements.

In addition, construction and installation of utility infrastructure would require preparation and implementation of a stormwater pollution prevention plan with construction best management practices for short- and long-term erosion control in accordance with RWQCB requirements. Construction crews would also be required to comply with California Code of Regulations Title 22, which regulates the use, storage, and transport of hazardous materials, and Health and Safety Code Division 20, Chapter 6.95, which requires the preparation and implementation of a hazardous material release response plan and the preparation of a hazardous materials inventory for materials used and stored at the site.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that would substantially lessen significant potential impacts related to the construction of new or expanded utility infrastructure as identified in the Final EIR. Implementation of *UTL/mm-1.1; AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1 and 5.2, BIO/mm-6.1; CR-ARCH/mm-1.1 through 1.4; GEO/mm-3.1 and 3.2, GEO/mm-4.1, GEO/mm-6.1 through 6.5; GHG/mm-1.1; HAZ/mm-1.1 and 1.2, HAZ/mm-2.1 and 2.2; NOI/mm-1.1; TRA/mm-1.1, TRA/mm-4.1 through 4.3; and TCR/mm-1.1 through 1.4* would reduce construction impacts associated with the possible expansion of the sewer lines from the project site to an identified point of connection within the existing sewer system facility to less than significant.

Mitigation Measure UTL/mm-1.1: To confirm the sewer system serving the project site can accommodate the total wastewater flows generated by the project, the Los Angeles County Museum of Natural History Foundation shall coordinate with Los Angeles Sanitation and Environment (LASAN) during project permitting and prior to construction for confirmation of sewer system capacity. LASAN shall make this determination by conducting detailed gauging and further evaluation to identify a specific sewer connection point and/or to determine if upgrading or additional sewer lines are necessary to accommodate the project.

Implement **Mitigation Measures** *AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1 and 5.2, BIO/mm-6.1; CR-ARCH/mm-1.1 through 1.4; GEO/mm-3.1 and 3.2, GEO/mm-4.1, GEO/mm-6.1 through 6.5; GHG/mm-1.1; HAZ/mm-1.1 and 1.2, HAZ/mm-2.1 and 2.2; NOI/mm-1.1; TRA/mm-1.1, TRA/mm-4.1 through 4.3; and TCR/mm-1.1 through 1.4.*

Basis for Finding. While adherence to applicable state and local regulations as well as implementation of identified mitigation measures would serve to reduce potential impacts related to construction of new or expanded utility infrastructure during project construction, whether additional or upgraded off-site LASAN infrastructure would be required is not known at this time and, if they were to be required, their location is not known. While there is sufficient capacity to treat wastewater flows from the ~~Recommended~~ Revised Project at the Hyperion Wastewater Reclamation Plant, LASAN will not be able to give a definitive confirmation of adequate sewer line capacity for the ~~Recommended~~ Revised Project without further detailed gauging and evaluation associated with more detailed architectural plans, which would be provided during the project's permitting phase. At this juncture, it is not known if new or upgraded sewer lines would be required and conclusion of this analysis would be speculative. Additional coordination with LASAN and consideration of sewer line capacity would be required to determine if additional sewer line infrastructure upgrades and/or new facilities would be necessary to accommodate the ~~Recommended~~ Revised Project. Therefore, impacts related to construction of new or expanded utility infrastructure could be *significant*.

Following implementation of the ~~Recommended~~ Revised Project, LADWP would maintain the project site's water and electricity infrastructure, LASAN would maintain the sewer and stormwater drainage infrastructure (stormwater drainage in coordination with the Los Angeles County Flood Control District), and natural gas infrastructure would be maintained by SoCalGas. Future maintenance and repair trips associated with maintenance of new utility infrastructure would occur on an as-needed basis and are not anticipated to generate a substantial number of vehicle trips that could result in an adverse quantity or concentration of criteria air pollutants or greenhouse gas emissions. Therefore, operation of utility infrastructure improvements would not result in long-term impacts, and operational impacts would be *less than significant*.

UTL Impact 6 (Cumulative Impacts²¹): The ~~Recommended-Revised~~ Project could result in contributions to cumulatively considerable impacts related to off-site upgrades to LASAN's sewage collection system. At this juncture, it is not known whether new or upgraded sewer lines would be required and the conclusion of this analysis would be speculative. However, it is reasonable to assume that some potential for environmental impacts would occur with an infrastructure upgrade that may be required to collect sewage from the La Brea Master Plan project in combination with other development projects that are developed within LASAN's service area. (Final EIR, Volume II, pages 5.15-18 – 5.15-20 and pages 6-58 – 6-59)

The ~~Recommended-Revised~~ Project would result in a similar project site design as the original project, except for the adjusted footprint for the new museum building. While the footprint would be adjusted in this alternative, it would be the same size as the building proposed by the original project. As such, the ~~Recommended-Revised~~ Project would result in similar demand for utilities and service systems as the original project.

In general, the preceding sections consider the overall growth and demands the service providers are anticipating with future development. While not anticipated, potential environmental impacts related to potential utilities and infrastructure improvements beyond the 13-acre La Brea Tar Pits project site would be addressed by implementing the resource-specific mitigation measures identified for the specific resource areas of concern (e.g., cultural resources). Because LASAN has indicated that there is some potential that additional sewer line capacity would be necessary to serve the ~~Recommended-Revised~~ Project, it is most conservative to assume that an off-site upgrade of a sewer line could be required to serve the ~~Recommended-Revised~~ Project in combination with other projects that may be developed in the area, as project plans for the La Brea Tar Pits Master Plan are finalized, and construction begins. As such, the ~~Recommended-Revised~~ Project has the potential to result in secondary cumulatively considerable impacts related to the potential upgrades of LASAN sewer lines to serve the project and other development in LASAN's service area.

As discussed under UTL Impact 2 in Final EIR, Volume II, Section 5.15, LADWP is projected to have sufficient water supplies to serve the project, its existing commitments, and the project's projected water demand during normal, single dry, and multiple dry year conditions to the year 2045 (LADWP 2020). Other reasonably foreseeable future projects proposed within the project site would be subject to environmental review to determine individual water demand and potential impacts to LADWP's water supply availability. Based on LADWP's current surplus of water supplies and the feedback received from LADWP on the utility's ability to serve the project, the project's potential contribution to cumulative impacts related to water supply are not considered cumulatively considerable.

As discussed under UTL Impact 3 in Final EIR, Volume II, Section 5.15, based on the letter provided by LASAN in May 2022, LASAN has adequate treatment capabilities to serve the project and wastewater flows resulting from the project would be conveyed to the Hyperion Water Reclamation Plant, which LASAN determined has sufficient capacity to serve the project in combination with other growth within its service area (LASAN 2022). Based on the current and projected capacity of the Hyperion Water Reclamation Plant and LASAN's projections that it can serve the project in combination with other reasonably anticipated projects in LASAN's service area, the project's potential contribution to cumulative impacts related to wastewater collection, treatment, and discharge would be less than cumulatively considerable.

²¹ Background to the cumulative analysis and a description of the geographic area are provided in Final EIR, Volume II, Chapter 4, Environmental Setting.

As discussed under UTL Impact 4 in Final EIR, Volume II, Section 5.15, based on the County's approved and future solid waste disposal capacity, project solid waste generation rates, and required adherence to applicable state and local waste diversion policies, solid waste generated during project construction and operation would not result in an excess of state or local standards or exceed the capacity of local infrastructure. Other reasonably foreseeable future projects would be subject to applicable state and local solid waste diversion policies and would also be subject to environmental review to determine individual impacts related to solid waste generation and disposal capacity.

Finding: Less than significant with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended-Revised~~ Project that would substantially lessen significant cumulative impacts related to off-site upgrades to LASAN's sewage collection system as identified in the Final EIR. Implementation of AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1 and 5.2, BIO/mm-6.1; CR-ARCH/mm-1.1 through 1.4; CR-HIST/mm-1.1 through 1.5; GEO/mm-3.1 and 3.2, GEO/mm-4.1, GEO/mm-6.1 through 6.5; GHG/mm-1.1; HAZ/mm-1.1 through 1.2, HAZ/mm-2.1 and 2.2; NOI/mm-1.1; TRA/mm-1.1, TRA/mm-4.1 through 4.3; TCR/mm-1.1 through 1.4; and UTL/mm-1.1 would reduce impacts associated with infrastructure updates to less than significant.

Implement **Mitigation Measures** AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1 and 5.2, BIO/mm-6.1; CR-ARCH/mm-1.1 through 1.4; CR-HIST/mm-1.1 through 1.5; GEO/mm-3.1 and 3.2, GEO/mm-4.1, GEO/mm-6.1 through 6.5; GHG/mm-1.1; HAZ/mm-1.1 through 1.2, HAZ/mm-2.1 and 2.2; NOI/mm-1.1; TRA/mm-1.1, TRA/mm-4.1 through 4.3; TCR/mm-1.1 through 1.4; and UTL/mm-1.1.

Basis for Finding. The project would generally not be anticipated to result in cumulatively considerable environmental impacts related to the provision of utilities and services for the ~~Recommended-Revised~~ Project. While LASAN environmental impacts associated with construction and installation of utility infrastructure would range in the geographic scope depending on the resource area, there is some potential for secondary environmental impacts to occur with the development of new infrastructure. As such, the ~~Recommended-Revised~~ Project could result in contributions to cumulatively considerable impacts related to off-site upgrades to LASAN's sewage collection system. At this juncture, it is not known if specific sewer lines would be required and conclusion of this analysis would be speculative. However, it is reasonable to assume that some potential for environmental impacts would occur with an infrastructure upgrade that may be required to collect sewage from the La Brea Master Plan project in combination with other development projects that are developed within LASAN's service area; this impact is considered *potentially significant*.

SECTION 7 –SIGNIFICANT ENVIRONMENTAL IMPACTS

Significant and unavoidable impacts are impacts that cannot be fully and effectively mitigated. No measures could be taken to avoid or reduce these adverse effects to insignificant or negligible levels. The Final EIR identifies three environmental issue areas where the project ~~Recommended~~ Project would result in a significant impact on the environment even after the application of all feasible mitigation measures identified in the Final EIR: Cultural Resources – Historical Resources, Land Use and Planning, and Transportation. ~~The~~ Like the County found on February 4, 2025 for the Approved Project, the County finds that the following environmental impacts of the ~~Recommended-Revised~~ Project are significant and unavoidable and cannot be reduced below significance through feasible mitigation measures. Like Sections 5 and 6, this section includes consideration of cumulative impacts. Where significant cumulative impacts could occur, they are included in each of the topical sections included below.

7.1 Cultural Resources – Historical Resources

CR-HIST Impact 1: As a result of construction of the ~~Recommended~~ Revised Project, a substantial adverse change in the significance of a Historical Resource pursuant to Section 15064.5 of the State CEQA Guidelines would occur. Specifically, the project would cause a substantial adverse change in the significance of the La Brea Tar Pits Historic District. This impact would be significant.

Operation of the ~~Recommended~~ Revised Project would not cause a substantial adverse change in the significance of historic resources pursuant to State CEQA Guidelines Section 15064.5. (*Final EIR, Volume II, pages 5.5-22 – 5.5-37*)

Under the State CEQA Guidelines 15064.5, a project with an effect that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment. Substantial adverse change in the significance of a historical resource is defined as physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired. The significance of a historical resource is materially impaired when a project demolishes or materially alters those physical characteristics that convey the significance of the resource and justify its inclusion (or eligibility for inclusion) in the National Register of Historic Places, California Register of Historical Resources, or local register. In general, a project that follows the *Secretary's Standards* (Weeks and Grimmer 2001) and associated Guidelines is considered mitigated below the level of significance.

The Page Museum is a historical resource pursuant to CEQA. Related to this resource, the design plans for the original project description contained elements that did not comply with the *Secretary's Standards*. The original project description's proposed remodel of the Page Museum included major alterations to key character-defining features of the Page Museum historic resource.

In addition to the Page Museum, the La Brea Tar Pits Historic District consists of numerous related contributors and character-defining features embodying the district's significance. Based on research and site visits completed for the Final EIR, the La Brea Tar Pits Historic District is eligible for landmark designation at the state, county, and city levels, a designated California Historical landmark and is eligible for the California Register of Historical Resources, as a County Landmark, and as a City Historic-Cultural Monument.

The La Brea Tar Pits Historic District consists of related cultural/paleontological resources, site/landscape features, and institutional facilities reflecting the story of over 100 years of scientific excavation, study, public education, and exhibition of one of the world's most significant concentrations of Pleistocene-age fossils. The Historic District is bounded by Wilshire Boulevard, Curson Avenue, 6th Street, and the adjacent Los Angeles County Museum of Art complex and Japanese Pavilion. Despite alterations to Hancock Park overall, the rarity and significance of the site's paleontological resources and the buildings constructed to facilitate their active study and exhibition reflect a history of institutional and cultural development in Los Angeles (if not the United States) that is unique.

Final EIR, Volume II, Section 5.5 provides an analysis of the potential for the project to result in significant adverse impacts to identified historic resources that would result from construction of the original project. Impacts are discussed in terms of changes to character-defining and contributing features of historic resources that could result ~~during from~~ project construction. As noted previously, after completion of the Draft EIR, the County, acting through the Foundation, considered the EIR evaluation with respect to the Draft EIR comments made by the commenting entities and individuals, particularly concerns regarding historic resources. The County identified a refined version of the original Draft EIR Alternative 3 as a preferred alternative because it could be designed to address and lessen historic resources impacts to the Page Museum while still meeting the objectives of the project. The full

discussion of Refined Alternative 3 is presented in Final EIR, Volume II, Chapter 6, Alternatives Analysis. As previously noted, Refined Alternative 3 ~~is the County's Recommended Project.~~ was selected as the County's preferred project. On February 4, 2025, the County approved this project as the Approved Project.

The Recommended Approved Project includes the renovation of the Page Museum within the existing building footprint, similar to the original project description, but incorporates a series of design refinements to reduce impacts on certain primary character-defining features of the Page Museum. The potential historic resources impacts of the Recommended Approved Project are considered in the Final EIR. The analysis and conclusions regarding the impacts that could be caused by the Recommended Approved Project are presented in the Final EIR, Volume II, Section 6, Alternatives (analysis of the Recommended Approved Project begins on page 6-50 of the Final EIR, Volume II). The following is a summary of the analysis provided in the Final EIR, Volume II, including both Section 5.5 and Chapter 6.

The Recommended Approved Project (in the Final EIR, also described as Refined Alternative 3, Adjusted Footprint to Reduce Contact with Page Museum and Expand Central Green), would refine and decrease some of the changes to character-defining features to both the Page Museum and La Brea Tar Pits Historic District. These design refinements retain the visual primacy of the Page Museum in the context of the La Brea Tar Pits Historic District, which is important when considering potential historic impacts to the Page Museum. ~~There would be~~ The design created a greater separation of the new museum building from the existing Page Museum, in part because the new museum building's footprint ~~would be~~ was adjusted to the north and west, and in part because the connection point for the Page Museum and the new museum building ~~would be~~ was decreased to a breezeway rather than the broad, sweeping enclosed hyphen that would have physically connected the two buildings into a single and cohesive envelope.

~~Further, by decreasing the connection point between the two buildings to a breezeway as is included in the Recommended Project, less of the character-defining berm, which currently goes around the full extent of the Page Museum, would be removed. Removal of a portion of the berm would be focused at the northwest corner to accommodate a new entrance to the Page Museum from the breezeway. The west and north sides of the berm would be modified adjacent to the new, scaled back northwest corner entrance, which would result in a slightly altered new version of a berm. This would allow for the addition of an ADA ramp up to the terrace level on the west side of the Page Museum, and a change in elevation on the north side to allow for access to the new entrance while also retaining most of the berm in its existing condition. These design refinements would contribute to lessening the impact to both the Page Museum and the La Brea Tar Pits Historic District.~~

The design refinements included in the Recommended Project ~~would lessen impacts to character-defining features of the Page Museum when compared to the original project description. One of the primary character-defining features of the Page Museum is its visual primacy on the grounds of the Tar Pits; the design refinements included in the Recommended Project would result in less of an impact to the Page Museum's visual primacy. The Page Museum would be connected to the new museum building only by a covered open-air breezeway. Demolition would be reduced at the northwest corner of the Page Museum where a new entrance would be created. In addition, the building's central open courtyard would remain an open courtyard and the structural space frame that supports the frieze would remain intact as it is currently but would be repainted and repaired on an as-needed basis. Most of the character-defining berm around the Page Museum would remain but would be modified. Removal of a portion of the berm would be focused at the northwest corner where the new entrance to the Page Museum would be created. Modification of the west and north sides of the berm would result in a new version of the berm that would allow for the ADA ramp up to the terrace level on the west and a change in elevation on the north allowing for access to the new entrance.~~

~~The Recommended Project would reduce impacts to the Page Museum to the extent that the building would continue to convey its historic significance and retain its eligibility as a historical resource. Considered in combination, the removal of the character-defining berm at the northwest corner, the new Page Museum entrance at the northwest corner, modification of the western and northern portions of the berm, construction of the new museum building, and other site plan changes would continue to result in a significant and unavoidable impact to the La Brea Tar Pits Historic District. However, the overall severity of the significant and unavoidable impacts to the historic district would be reduced because of the increased separation of the new museum building from the Page Museum, and the design refinements that retain more of the Page Museum's character-defining features such as the existing structural space frame, frieze, and courtyard.~~

Further, by decreasing the connection point between the two buildings to a breezeway as was included in the Approved Project, less of the character-defining berm, which currently goes around the full extent of the Page Museum, would have been removed. Removal of a portion of the berm was focused at the northwest corner to accommodate a new entrance to the Page Museum from the breezeway. The west and north sides of the berm would have been modified adjacent to the new, scaled back northwest corner entrance, which would have resulted in a slightly altered new version of a berm. This allowed for the addition of an ADA ramp up to the terrace level on the west side of the Page Museum, and a change in elevation on the north side to allow for access to the new entrance while also retaining most of the berm in its existing condition. The design refinements contributed to lessening the impact to both the Page Museum and the La Brea Tar Pits Historic District.

The design refinements included in the Approved Project lessened impacts to character-defining features of the Page Museum when compared to the original project description. One of the primary character-defining features of the Page Museum is its visual primacy on the grounds of the Tar Pits; the design refinements included in the Approved Project resulted in less of an impact to the Page Museum's visual primacy. The Page Museum would be connected to the new museum building only by a covered open-air breezeway. Demolition was reduced at the northwest corner of the Page Museum where a new entrance would be created. In addition, the building's central open courtyard would remain an open courtyard and the structural space frame that supports the frieze would remain intact as it is currently but would be repainted and repaired on an as-needed basis. Most of the character-defining berm around the Page Museum would have remained but would have been modified. Removal of a portion of the berm would have been focused at the northwest corner where the new entrance to the Page Museum would be created. Modification of the west and north sides of the berm would have resulted in a new version of the berm that would allow for the ADA ramp up to the terrace level on the west and a change in elevation on the north allowing for access to the new entrance.

The Approved Project reduced impacts to the Page Museum to the extent that the building would continue to convey its historic significance and retain its eligibility as a historical resource. Considered in combination, the removal of the character-defining berm at the northwest corner, the new Page Museum entrance at the northwest corner, modification of the western and northern portions of the berm, construction of the new museum building, and other site plan changes would continue to result in a significant and unavoidable impact to the La Brea Tar Pits Historic District. However, the overall severity of the significant and unavoidable impacts to the historic district was reduced because of the increased separation of the new museum building from the Page Museum, and the design refinements that retained more of the Page Museum's character-defining features such as the existing structural space frame, frieze, and courtyard.

In mid-2025, the NHMLAC identified the need for modifications to the Approved Project. These modifications include demolition of the existing mechanical enclosure and staircases on the north side of the Page Museum, construction of an external elevator connected to the north side of the Page Museum, construction of a ground-floor addition on a portion of the north side of the Page Museum, reconfiguration of the northern berm to accommodate the addition beneath (resulting in a portion of the northern berm no longer reaching ground level), and construction of a mechanical well within the northern berm. Also, additional refinements were made to the design of the planned outdoor education space at the location of the Page Museum's original southern entrance. Specific details identified for the outdoor education space include permanent benched seating that would seat 58 people (including ADA compliant seating), new handrails, tree wells and landscaping, and removal of two existing statues and signage that flank the existing southern entrance (to be relocated elsewhere on the property).

The relocation of the two existing statues flanking the Page Museum's southern entrance would not impact the building's character-defining features. Statuary of prehistoric animals has been identified as a character-defining/contributing feature of the La Brea Tar Pits Historic District, but the relocation of the two statues to a nearby location approximately 50 to 100 feet to the southeast, in a setting similar to their existing setting, would not cause material impairment to the La Brea Tar Pits Historic District.

The conversion of the Page Museum's southern entrance (a character-defining feature of the building) into an outdoor education space was part of the Approved Project – this included creating stepped seating and planting of trees for shade. The Revised Project further refine the features and materials of the space to include new pavement material, stepped seating in the form of concrete benches, tree wells, and new planters and handrails. These elements are consistent with the previously approved concept, and the newly identified details of the materials and construction of these project elements would not result in additional impacts as compared to the Approved Project.

The proposed new addition, new elevator tower, and alteration of the berm on the north side of the Page Museum would impact character-defining features of the building including the building's visual primacy on the museum grounds, its square plan, and the prominent berm that surrounds the building. The Approved Project included modification of the northern berm in a scaled down manner to allow for access to the new entrance at the northwest corner of the building and the proposed ADA ramp to the terrace on the west side of the building. Conversely, the Revised Project would alter the majority of the length of the northern berm to accommodate the construction of the new addition beneath the berm and the new elevator tower, resulting in the majority of the northern berm no longer reaching ground level. Additionally, a new mechanical well would be constructed within the northern berm. The proposed new elevator tower has been designed to be slightly lower in height than the Page Museum, but the difference is negligible. The new elevator tower immediately adjacent to the Page Museum would contribute to diminishing the Page Museum's visual primacy (which the future New Museum Building would also contribute to, once constructed). The Revised Project contributes to the overall severity of the significant and unavoidable impacts to the La Brea Tar Pits Historic District and the Page Museum, yet the character-defining features of the berm and the building's visual primacy were already impacted by the Approved Project. Therefore, the significant effects of the revised Approved Project would not be substantially more severe than the previously identified significant effects shown in the Final EIR. The revised Approved Project does not alter the conclusions related to historical resources of the certified Final EIR, and impacts would remain *significant and unavoidable*.

The Project envisions a comprehensive, unified master plan/design for La Brea Tar Pits, which has been a long term goal for Hancock Park. The master plan is intended to strengthen and encourage continued scientific research at the site; enhance the visitor's experience through a continuous, thematic circulation route, the addition of more shade structures, and expanded, enhanced facilities; and an aesthetic upgrade for facilities, landscaping and hardscaping, and the park. Overall, the master plan would more explicitly

~~integrate and brand Hancock Park and La Brea Tar Pits for pedestrians approaching or passing on Wilshire Boulevard and on 6th Street, with new gateways, signage, and fencing.~~

~~In addition to analysis of the direct modification to the 13-acre portion of Hancock Park that is included as the project footprint for the Recommended Project, the Final EIR, Volume II, Section 5.5 addresses the potential for the project to impact the historic integrity and compatibility of adjacent historic resources. As indicated in Final EIR, Volume II, Section 5.5, there would be no direct or indirect impacts to these adjacent historic resources. This conclusion applies to both the originally envisioned project description as well as the Recommended Project; the Recommended Project only decreases impacts to historic resources, as detailed in the Final EIR, Volume II, Chapter 6.~~

~~After construction of the project, no alterations to the project site or features within the La Brea Tar Pits Historic District would be associated with the Recommended Project. Thus, the Recommended Project would not result in any operational effects which would compromise the historic integrity of the site, the Page Museum, or the project surroundings.~~

In addition to analysis of the direct modification to the 13-acre portion of Hancock Park that is included as the project footprint for the Approved Project, the Final EIR, Volume II, Section 5.5 addresses the potential for the project to impact the historic integrity and compatibility of adjacent historic resources. As indicated in Final EIR, Volume II, Section 5.5, there would be no direct or indirect impacts to these adjacent historic resources. This conclusion applies to both the originally envisioned project description as well as the Approved Project.

After construction of the project, no alterations to the project site or features within the La Brea Tar Pits Historic District would be associated with the Approved Project nor the Revised Project. Thus, neither the Approved Project nor the Revised Project would not result in any operational effects which would compromise the historic integrity of the site, the Page Museum, or the project surroundings.

Finding: Significant and unavoidable with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that lessen the substantial adverse impacts to the two identified historic resources: the La Brea Tar Pits Historic District and the George C. Page Museum. After implementation of mitigation measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5, impacts related to historic resources would still exceed less-than-significant thresholds, and the County finds that specific economic, legal, social, technological, or other considerations make infeasible any additional mitigation measures.

Mitigation Measure CR-HIST/mm-1.1: Impacts to the La Brea Tar Pits Historic District and Page Museum resulting from project implementation shall be reduced through the ongoing input to the Design Team from a qualified Historic Architect, as the project design progresses. The Historic Architect shall satisfy the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture as defined by the National Park Service and in accordance with 36 CFR 61 and possess a minimum of ten (10) years of project-level experience in designing, developing, and reviewing architectural plans for conformance with the *Secretary's Standards*.

The Historic Architect shall work with the Design Team to identify options for new construction, upgrades, stabilization, repairs, and rehabilitation activities that will facilitate compliance with the *Secretary's Standards*. This historic preservation input to the Design Team shall begin in the earliest phases of schematic design phase possible and extend throughout the development of 50% Construction Drawings.

For new construction, the Historic Architect shall work with the Design Team to identify options and opportunities for: (1) ensuring compatibility of scale and character for new construction, site and landscape features, and circulation corridors, (2) ensuring that new construction, in materials,

finishes, design, scale, and appearance, is compatible but differentiated from historic contributors and character-defining features; and (3) ensuring that new construction is designed and sited in such a way that it reinforces and strengthens, as much as feasible, character-defining site plan features, landscaping, and circulation corridors.

For modernization and upgrade projects, the Historic Architect shall work with the Design Team to identify project options that facilitate compliance with the *Secretary's Standards*.

The Historic Architect shall review proposed materials, finishes, window treatments/configuration, and other details to ensure compliance with the *Secretary's Standards*. The Historic Architect shall provide specifications for architectural features or materials requiring restoration or removal, maintaining and protecting relevant features in place, or on-site storage. Specifications shall include detailed drawings or instructions where historic features may be impacted.

The Historic Architect shall document the input provided to the Design Team in Memoranda for the Record at the Schematic and 50% Construction Documents phases. A Draft Memorandum for the Record shall be provided to interested parties including the Los Angeles Conservancy and the Los Angeles County Historic Preservation Commission for review and comment.

The Historic Architect shall participate in pre-construction and construction monitoring activities, as appropriate, to facilitate conformance with the *Secretary's Standards* and/or lessening of material impairment to historical resources.

Mitigation Measure CR-HIST/mm-1.2: An Inventory and Treatment Plan shall be prepared by a qualified historic preservation professional and implemented for the La Brea Tar Pits Historic District. Once complete, the Draft Inventory and Treatment Plan shall be provided to interested parties such as the Los Angeles Conservancy and County of Los Angeles Historic Preservation Commission for review and comment. The Inventory and Treatment Plan shall be finalized prior to the commencement of construction activities.

Specific requirements for the Inventory and Treatment Plan are provided below:

- a. A qualified historic preservation professional shall be retained to prepare the Inventory and Treatment Plan. The historic preservation professional shall satisfy the Secretary of the Interior's Professional Qualifications Standards for History and/or Architectural History as defined by the National Park Service and in accordance with 36 CFR 61 and possess a minimum of ten (10) years of project-level experience in CEQA review of historic resources and reviewing architectural plans for conformance with the *Secretary's Standards*. A landscape architect or landscape specialist with a minimum of five (5) demonstrated years of experience working with historic landscapes shall contribute to preparation of the Inventory and Treatment Plan to identify historic landscaping and trees that fall within the period of significance for the historic district (up to 1977).
- b. The Inventory and Treatment Plan shall adhere to best professional practices promulgated by the National Park Service and State Office of Historic Preservation.
- c. The Inventory and Treatment Plan shall supplement the historic resources survey completed and documented in the Historic Resources Technical Report for the La Brea Tar Pits Master Plan by documenting the character-defining features and existing conditions of those "contributing" (i.e., historically significant) components of the historical resource. The inventory shall include site plan features, commemorative plaques and statues, artwork and sculptures, and other extant contributors to the historic district.
- d. The study shall include recommendations for annual maintenance activities, treatment and repair priorities, and maximum retention of remaining district contributors.

All recommendations shall be designed to maximize retention of remaining contributors to the historic district and minimize the loss of character-defining features.

The Final Inventory and Treatment Plan shall be used for the ongoing stewardship of the property following construction.

Mitigation Measure CR-HIST/mm-1.3: A historic documentation package shall be prepared to document the contributing features of the La Brea Tar Pits Historic District and Page Museum prior to the authorization of demolition or construction activities. The documentation package shall emulate and include elements of the Historic American Building Survey (HABS) and/or the Historic American Landscape Survey (HALS). The HABS/HALS-like Documentation Package shall adhere to best professional practices promulgated by the National Park Service and shall be provided to interested parties such as the Los Angeles Conservancy and County of Los Angeles Historic Preservation Commission for review and comment. Documentation shall be in accordance with the applicable standards described in the Secretary of the Interior's Standards for Architectural and Engineering Documentation.

Prior to the commencement of construction activities, a historian or architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards in History and/or Architectural History shall be retained to prepare HABS/HALS -like documentation for the La Brea Tar Pits Historic District and Page Museum.

Required contents for the HABS/HALS-like package include the following:

- **Photographs:** Photographic documentation will focus on the Page Museum and, within the historic district, those contributing elements (built, landscape, hardscape, paleontological, and natural features) slated for demolition, alterations, or adjacent new construction. Photographs shall include detail shots of contributing features and components slated for demolition, with overview and context photographs for the adjacent setting. Photographs shall be taken using a professional-quality single lens reflex (SLR) digital camera with a minimum resolution of 10 megapixels. Digital photographs will be provided in electronic format.
- **Descriptive and Historic Narrative:** The historian or architectural historian will prepare descriptive and historic narrative of the historical resources/features slated for demolition. Physical descriptions will detail each contributing component, with accompanying photographs, and information on how the resource fits within the broader historic district during its period of significance. The historic narrative shall draw upon previously prepared studies, including the Historical Resources Technical Report prepared for the La Brea Tar Pits Master Plan, as well as the La Brea Tar Pits Inventory and Treatment Plan prepared under Mitigation Measure CR-HIST/mm-1.2. The narrative shall also include a methodology section specifying the name of researcher, date of research, and sources/archives visited, as well as a bibliography. Within the written history, statements shall be footnoted as to their sources, where appropriate.

Upon finalization of the HABS/HALS-like Documentation Package, a hard copy and digital copy shall be prepared and offered to the Seaver Center for Western History Research at the Natural History Museum of Los Angeles County, University of Southern California Special Collections, and the Los Angeles Public Library.

Mitigation Measure CR-HIST/mm-1.4: A Retrospective Exhibit and Interpretive Program shall be prepared and implemented. The Retrospective Exhibit and Interpretive Project shall be prepared by a qualified historic preservation professional who meets the Secretary of the Interior's Professional Qualifications Standards in History and/or Architectural History. The exhibit materials shall be drawn from previous studies including but not limited to the Inventory and Treatment Plan described in

Mitigation Measure CR-HIST/mm-1.2 and the HABS/HALS-like documentation package described in Mitigation Measure CR-HIST/mm-1.3, as well as other supplemental research materials as needed.

The retrospective exhibit and interpretive program shall focus on the history of the site, the people involved in the early ownership, development, and scientific discoveries and excavations, and the events leading to its donation to the County of Los Angeles, as well as on the site's development through the end of the period of significance for the La Brea Tar Pits Historic District, 1977.

The retrospective exhibit and interpretive program may include but not be limited to exhibit materials and interpretive panels, both exterior (e.g., as a series of panels in the park), interior (e.g., as a permanent exhibit in the Page Museum or new museum building), and online (on the museum website). The exhibit and interpretive program shall be designed for maximum public accessibility.

The plan for the interpretive and commemorative program shall be detailed in an Interpretive Program Plan Memorandum to be prepared with the guidance of a qualified historic preservation professional. The retrospective exhibit and interpretive program shall be completed within three (3) years of commencement of initial construction activities. The Draft Interpretive Program Plan Memorandum shall be reviewed by interested parties such as the Los Angeles Conservancy and County of Los Angeles Historic Preservation Commission for comment.

Mitigation Measure CR-HIST/mm-1.5: A pre-construction protection plan for historical resources shall be prepared prior to any major alteration or construction activities that may potentially damage historic resources or contributing features of the La Brea Tar Pits Historic District or Page Museum. A qualified Historic Architect shall be retained to develop a Preservation Protection Plan that identifies potential risks to historical resources within or adjacent to the immediate project footprint. The Historic Architect shall satisfy the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture as defined by the National Park Service and in accordance with 36 CFR 61 and possess a minimum of ten (10) years of project-level experience in reviewing architectural plans for conformance with the *Secretary's Standards*.

The Preservation Protection Plan may include, but not be limited to, the following components:

- Inclusion/mapping of the historical resource/contributing feature on any architectural drawings, site plans, and/or construction documents.
- Site walk with Design Team and construction team representative to review staging areas for construction and construction sequence and activities, to identify areas of concern and to provide input for proactive avoidance of unforeseen impacts.
- Procedures and timing for the placement and removal of temporary protection features, such as fencing and other barriers, around the historical resource/contributing feature.
- Monitoring of the installation and removal of temporary protection features by the Historic Architect, or designee.
- Post-construction survey to document the condition of the historic resource after project completion.
- Preparation of a technical memorandum documenting the pre-construction and post-construction conditions of the historic resource and compliance with protective measures outlined in the Preservation Protection Plan.

The Preservation Protection Plan shall be submitted in draft form to interested parties including the Los Angeles Conservancy and the Los Angeles County Historic Preservation Commission for review and comment.

Basis for Finding: As previously noted, the Page Museum is a historical resource pursuant to CEQA. Related to this resource, the design plans for the original project contained elements that did not comply with the *Secretary's Standards*. Taken together, the original project description's proposed alterations to the Page Museum would compromise its historic integrity to the point that the historical resource would no longer convey the reasons for its significance.

However, the design refinements presented in the Recommended Project would lessen impacts to character-defining features of the Page Museum. One of the primary character-defining features of the Page Museum is its visual primacy on the grounds of the Tar Pits; the design refinements in the Recommended Project would result in less of an impact to the Page Museum's visual primacy. The Page Museum would be connected to the new museum building only by a covered open-air breezeway. Demolition would be reduced at the northwest corner of the Page Museum where a new entrance would be created. In addition, the building's central open courtyard would remain an open courtyard and the structural space frame that supports the frieze would remain intact as it is currently but would be repainted and repaired on an as-needed basis. Most of the character-defining berm around the Page Museum would remain but would be modified. Removal of a portion of the berm would be focused at the northwest corner where the new entrance to the Page Museum would be created. Modification of the west and north sides of the berm would result in a new version of the berm that would allow for the ADA ramp up to the terrace level on the west and a change in elevation on the north allowing for access to the new entrance. The Recommended Project would reduce impacts to the Page Museum to the extent that the building would continue to convey its historic significance and retain its eligibility as a historical resource.

However, the design refinements presented in the Approved Project lessened impacts to character-defining features of the Page Museum. One of the primary character-defining features of the Page Museum is its visual primacy on the grounds of the Tar Pits; the design refinements in the Approved Project resulted in less of an impact to the Page Museum's visual primacy. The Page Museum would be connected to the new museum building only by a covered open-air breezeway. Demolition would have been reduced at the northwest corner of the Page Museum where a new entrance would be created. In addition, the building's central open courtyard would remain an open courtyard and the structural space frame that supports the frieze would remain intact as it is currently but would be repainted and repaired on an as-needed basis. Most of the character-defining berm around the Page Museum would have remained but would have been modified. Removal of a portion of the berm would have been focused at the northwest corner where the new entrance to the Page Museum would be created. Modification of the west and north sides of the berm would have resulted in a new version of the berm that would allow for the ADA ramp up to the terrace level on the west and a change in elevation on the north allowing for access to the new entrance. The Approved Project would have reduced impacts to the Page Museum to the extent that the building would continue to convey its historic significance and retain its eligibility as a historical resource.

Regarding the Revised Project, some of the proposed project elements (new addition, new elevator tower and alteration of the berm on the north side of the Page Museum) would impact character-defining features of the Page Museum including the building's visual primacy on the museum grounds, its square plan, and the prominent berm that surrounds the building. The Approved Project included modification of the northern berm in a scaled down manner to allow for access to the new entrance at the northwest corner of the building and the proposed ADA ramp to the terrace on the west side of the building. Conversely, the Revised Project would alter the majority of the length of the northern berm to accommodate the construction of the new addition beneath the berm and the new elevator tower, resulting in the majority of the northern berm no longer reaching ground level. Additionally, a new mechanical well would be constructed within the northern berm. The proposed new elevator tower has been designed to be slightly lower in height than the Page Museum, but the difference is negligible. The new elevator

tower immediately adjacent to the Page Museum would contribute to diminishing the Page Museum's visual primacy (which the future New Museum Building would also contribute to, once constructed). The Revised Project contributes to the overall severity of the significant and unavoidable impacts to the La Brea Tar Pits Historic District and the Page Museum, yet the character-defining features of the berm and the building's visual primacy were already impacted by the Approved Project. Therefore, the significant effects of the revised Approved Project would not be substantially more severe than the previously identified significant effects shown in the Final EIR. The revised Approved Project does not alter the conclusions related to historical resources of the certified Final EIR, and impacts would remain significant and unavoidable.

~~However, the Recommended Project would result in a substantial adverse change in the significance of the La Brea Tar Pits Historic District. Implementation of the Recommended Project would result in a comprehensive redesign of Hancock Park. Both the Approved Project and the Revised Project would result in a substantial adverse change in the significance of the La Brea Tar Pits Historic District. Implementation of the Approved Project or the Revised Project would result in a comprehensive redesign of Hancock Park, which would erode and interrupt the eclectic but cohesive character-defining features of this historic district such that it would no longer convey the reasons for its significance as a California Register of Historical Resources and locally eligible historic district. Considered in combination, the removal of the character-defining berm at the northwest corner, the new Page Museum entrance at the northwest corner, additional square footage and new elevator on the north side of the Page Museum, modification of the western and northern portions of the berm, construction of the new museum building, and other site plan changes would continue to result in a significant and unavoidable impact to the La Brea Tar Pits Historic District.~~

~~However, the overall severity of the significant and unavoidable impacts to the historic district would be reduced because of the increased separation of the new museum building from the Page Museum, and the design refinements that retain more of the Page Museum's character-defining features such as the existing structural space frame, frieze, and courtyard.~~

Therefore, the project would result in a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 and impacts would be *significant*. Upon implementation of Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 to address the substantial adverse change in the significance of a historical resource, construction impacts would remain *significant and unavoidable*.

CR-HIST Impact 2 (Cumulative Impacts): Construction of the Recommended Revised Project would result in substantial adverse changes to the significance of a Historical Resource pursuant to Section 15064.5 of the State CEQA Guidelines, which would be considerable impacts contributing to cumulative historical resources impacts. Specifically, the project would cause a substantial adverse change in the significance of two identified historical resources: the La Brea Tar Pits Historic District and the George C. Page Museum. These direct construction impacts would also be significant. No operational impacts to historical resources would occur; therefore, contributions to cumulative impact would similarly not occur during the project's operational period. (Final EIR, Volume II, pages 5.5-38 – 5.5-39)

Cumulative impacts to historical resources may occur if the project and related projects cumulatively affect historical resources in the immediate vicinity, contribute to changes within the same historic district, or involve resources that are examples of the same property type or significant within the same context as the one within the project site. Although impacts to historical resources, if any, tend to be site specific, a significant cumulative impact associated with the project and related projects would occur if the combined impact of the project and related projects would materially and adversely alter those

physical characteristics that convey the historic significance of a historical resource and that justify its listing, or eligibility for listing, as a historical resource.

Final EIR, Volume II, Chapter 4, Environmental Setting, provides a list past, present, or reasonably foreseeable future development projects that are anticipated to occur in the vicinity of the project site. These projects include a mix of residential, commercial, and mixed-use developments. The cumulative geographic scope considered for historical resources is the same CEQA area of potential effect used in the analysis provided in Final EIR, Volume II, Section 5.5, defined as parcels within and directly adjacent to the project footprint. Two projects included in the cumulative development scenario identified in Final EIR, Volume II, Chapter 4 are within the CEQA area of potential effect, including the following:

- **LACMA Renovation:** Located directly adjacent to the project site (on parcels directly west and south across Wilshire Boulevard) at 5906 West Wilshire Boulevard. The project includes museum renovation and is under construction. Construction activities are estimated to be completed at the end of 2024.
- **Wilshire Curson Project:** Located approximately 0.03 miles southeast of the project site at 5700 -5780 Wilshire Boulevard; 712-752 South Curson Avenue; 5721-5773 West 8th Street; and 715-761 South Masselin Avenue. The project includes office and commercial uses and would involve both the renovation of existing buildings as well as the demolition and construction of new buildings. The project is currently under environmental review and anticipated construction timeframes are not available as of the publication date for the EIR.

Finding: Significant and unavoidable with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that lessen the cumulative effects related to changes in the significance of two identified historical resources; the La Brea Tar Pits Historic District and the Page Museum. Specifically, mitigation measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would reduce construction-related impacts associated with the identified historical resources as indicated in the Final EIR. After implementation of the measures, however, construction-related impacts would still exceed less-than-significant thresholds, and the County finds that specific economic, legal, social, technological, or other considerations make infeasible any additional mitigation measures.

Implement **Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5.**

Basis for Finding. As discussed in CR-HIST Impact 1, the project was evaluated for its potential to result in direct impacts to the historical resources within the project site as well as indirect impacts to adjacent properties with historical resources. While the project would not result in impacts to adjacent properties with historical resources, the project would directly result in significant and unavoidable impacts to the La Brea Tar Pits Historic District and the Page Museum, rendering both resources no longer eligible for significance. When considered in combination with the impacts of these projects in the cumulative scenario, the ~~Recommended~~ Revised Project would contribute incrementally to significant impacts on historical resources. Further, the project's contribution to these cumulative impacts would be considerable and significant.

Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would avoid, minimize, rectify, reduce, or compensate for the significance of the impacts to the degree feasible. However, they would not mitigate impacts below the level of significance. No feasible mitigation exists that would reduce the project's contribution to less than cumulative considerable.

7.2 Land Use and Planning

LUP Impact 2: Implementation of the ~~Recommended~~ Revised Project would result in the alteration of designated historical resources and would be potentially inconsistent with the objectives, goals, and policies of the County's General Plan Conservation and Natural Resources Element, the City's General Plan Conservation Element, and the Wilshire Community Plan as they pertain to the protection of designated historical resources. Impacts resulting from project construction would be significant. Operation of the ~~Recommended~~ Revised Project would not cause a substantial adverse change in the significance of historic resources. However, the impacts caused by project construction would remain after construction has been concluded. (*Final EIR, Volume II, pages 5.10-30 – 5.10-31*)

The consistency analysis of the applicable land use plans, policies, and regulations considers the holistic impacts associated with implementation of the project and does not provide separate construction and operation analyses. This is because most policies broadly consider the appropriateness of types of land uses. Also, the analysis is organized by the chronological placement of the particular policies within the guidance or regulatory document. Based on the evaluation of the project's potential consistency with relevant plans and policies in Final EIR, Volume II, Chapter 5, Environmental Impact Analysis, the project would have the potential to result in inconsistencies with applicable policies pertaining to the alteration of designated historical resources. These impacts would initially occur during the construction process and would remain after construction has been concluded. Operation of the ~~Recommended~~ Revised Project would not cause a substantial adverse change in the significance of historic resources pursuant, therefore policy inconsistencies would not occur during the operational phase. The project would be potentially inconsistent with the policies identified in the Final EIR, Volume II, Table 5.10-8.

The project's conceptual plan includes components to enhance the preservation of, and access to, existing cultural and paleontological resources on-site. This would include improvements to existing tar pit sites involving the construction of clearly defined viewing areas around each of the tar pits, with improved pit protection zones and fencing, seating, and interpretive signage.

Finding: Significant and unavoidable with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that lessen the significant impacts related to the alteration of designated historical resources that would be potentially inconsistent with the objectives, goals, and policies of the County's General Plan Conservation and Natural Resources Element, the City's General Plan Conservation Element, and the Wilshire Community Plan as they pertain to the protection of designated historical resources as identified in the Final EIR. Implementation of CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would lessen environmental impacts associated with the project. However, inconsistencies with the objectives, goals, and policies would still exceed less-than-significant thresholds, and the County finds that specific economic, legal, social, technological, or other considerations make infeasible any additional mitigation measures. Impacts would be *significant and unavoidable*.

Implement ***Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5.***

Basis for Finding. Project implementation would result in significant physical changes, partial demolition, and new construction affecting the two designated historical resources within the project site, which are the La Brea Tar Pits Historic District and the Page Museum. While implementation of project Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would reduce impacts, the project would alter these resources in such a way that they would no longer convey the reasons for their significance within the parameters of the design and key features envisioned in the Master Plan. There are no mitigation measures that would reduce these impacts to less than significant while meeting the project

objectives and keeping the primary elements of the Master Plan; therefore, impacts of the project would remain significant and unavoidable after implementation of the recommendations, creating inconsistencies with the applicable land use objectives, goals, and policies set forth in the County of Los Angeles General Plan, the City of Los Angeles General Plan, and the Wilshire Community Plan. Given there is no feasible mitigation to reduce impacts of the project related to historical resources or the identified land use policy inconsistencies, related impacts would be *significant and unavoidable*.

LUP Impact 3 (Cumulative Impacts): **The Recommended Revised Project would contribute incrementally toward cumulative effects on historical resources associated with the project and related land use policies protecting these resources (i.e., County of Los Angeles General Plan, the City of Los Angeles General Plan, and the Wilshire Community Plan). The potential inconsistencies are identified in Final EIR, Volume II, Table 5.10-8. The project would contribute significantly to cumulative impacts to historic resources, which would be considered a significant impact. (Final EIR, Volume II, pages 5.10-32)**

As stated in Final EIR, Volume II, Section 5.10.5, the project would have no impact related to the physical division of an established community (threshold a) and would not contribute to cumulative impacts related to this issue.

The project site is located within a highly urban area that includes a mix of commercial uses and residential uses. Final EIR, Volume II, Chapter 4, Environmental Setting, details the existing and reasonably foreseeable future development projects located within proximity to the project site. The related projects provided in Chapter 4 generally consist of infill development and redevelopment of existing uses, including mixed-use, residential, commercial, office, restaurant, retail, studio, museum, hotel, and combinations thereof. The project, in combination with the related projects provided in Final EIR, Volume II, Chapter 4, could result in cumulative impacts if it would conflict with a land use plan, policy, or regulation, adopted for the purposes of mitigating an environmental effect (threshold b).

Finding: Significant and unavoidable with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that lessen the significant cumulative effects on historical resources as identified in the Final EIR. Specifically, mitigation measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would implement procedures to reduce inconsistencies with related land use policies protecting these historical resources (i.e., County of Los Angeles General Plan, the City of Los Angeles General Plan, and the Wilshire Community Plan). After implementation of the measures, inconsistencies would still exceed less-than-significant thresholds, and the County finds that specific economic, legal, social, technological, or other considerations make infeasible any additional mitigation measures. Impacts would be *significant*.

Implement ***Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5.***

Basis for Finding: As discussed in LUP Impact 2, the project's significant and unavoidable impacts related to historic resources create inconsistencies with the applicable land use objectives, goals, and policies set forth in the County of Los Angeles General Plan, the City of Los Angeles General Plan, and the Wilshire Community Plan as identified in Final EIR, Volume II, Table 5.10-8. While the project's *Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5* would avoid, minimize, rectify, reduce, or compensate for the significance of the impacts to historical resources to the degree feasible, they would not mitigate impacts below the level of significance. As such, the identified land use policy inconsistencies would also be significant and unavoidable with no feasible mitigation to address the impact. When considered in combination with the impacts of these projects in the cumulative scenario, the project would contribute incrementally toward cumulative effects on historical resources associated with the project and related land use policies protecting these resources. The project's contribution to cumulative impacts related to conflicts with applicable land use plans and policies could be *significant*.

7.3 Transportation

TRA Impact 2: The Recommended Revised Project would result in a net increase in VMT and would result in a substantial increase in vehicle miles traveled, which would be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b). This increase in VMT is largely due to anticipated increases in visitation during project operation but also considers construction-period impacts. Impacts would be considered significant. (*Final EIR, Volume II, pages 5.13-21 – 5.13-22*)

The analysis related to State CEQA Guidelines Section 15064.3, subdivision (b) and the analysis of the applicable transportation plans, policies, and regulations considers the holistic impacts associated with implementation of the project (i.e., it does not provide separate construction and operation analyses). This is because most policies broadly consider the appropriateness of types of land uses and the inclusion of features in the development plan that are consistent with the agency's long-range vision and goals.

The California Household Travel Survey average trip lengths by trip purpose for households in Los Angeles County and Orange County indicate the average recreation trip length is 6.65 miles. Ticketing information and reported zip codes (for visitors from Los Angeles County and Orange County zip codes) from fiscal year 2018 were used to estimate the average visitor trip length. According to this subset of fiscal year 2018 visitors, the average trip length per visitor was 19.70 miles.

The average visitor trip length (19.70 miles) is higher than the average recreation trip length (6.65 miles). Visitors to the museum travel approximately 196% longer than the average recreation trip in Los Angeles and Orange Counties. Given that museum visitor trips are longer than regional recreation trip lengths, additional visitor trips to the project site due to the project would result in a net increase in total VMT.

The Page Museum is one of several museums in the transportation study area. It is expected that a portion of visitors to the transportation study area would visit multiple museums in a single visit. This includes the additional visitors to the area due to the project; a portion of the increase in visitors could come from other nearby museums such as LACMA. Therefore, the VMT assessment used for the impact findings under TRA Impact 1 and TRA Impact 2 is conservative in that it assumes new visitors generated by the project would exhibit the same trip length patterns as existing visitors to the project site.

Finding: Significant and unavoidable with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the Recommended Revised Project that lessen the significant effects related to a net increase in vehicle miles traveled as identified in the Final EIR. Specifically, mitigation measure *TRA/mm-1.1* would implement procedures to reduce VMT. However, after implementation of the measure, the net increase in VMT would still exceed less-than-significant thresholds, and the County finds that specific economic, legal, social, technological, or other considerations make infeasible any additional mitigation measures.

Implement **Mitigation Measure TRA/mm-1.1**.

Basis for Finding. According to the California Air Pollution Control Officers Association (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (CAPCOA 2022), the maximum VMT reductions for various categories of on- and off-site measures range from approximately 2% to 65% for projects located in urban areas. However, given the magnitude of VMT that would need to be reduced—due to visitor trips being 196% longer than average regional recreation trips—Mitigation Measure TRA/mm-1.1 may be insufficient to reduce VMT to less-than-significant levels. Therefore, the project would result in a substantial increase in vehicle miles traveled and would be considered a *significant* impact.

TRA Impact 5 (Cumulative Impacts): The Recommended Revised Project would result in a significant contribution to cumulative transportation impacts by resulting in a net increase in VMT, which would be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b). This increase in VMT is largely due to anticipated increases in visitation during project operation but also considers construction-period impacts. Impacts would be considered significant. (Final EIR, Volume II, pages 5.13-25 – 5.13-27)

In accordance with the LADOT Transportation Assessment Guidelines, this cumulative analysis analyzes the effects of the project in relation to other developments in proximity of the project site that are proposed, approved, or under construction. The LADOT TAG define related projects as those that are within a 0.5-mile radius from a project site for CEQA analysis, and 0.25 mile beyond the farthest study intersection for non-CEQA circulation analysis²² (LADOT 2020).

Estimated trip generation for the nine cumulative projects included in the Transportation Assessment is provided in Final EIR, Volume II, Table 5.13-5. More information on how the trip generation for the cumulative projects was developed is provided in the Transportation Assessment. The trip generation for the cumulative projects is conservative by not applying negative net new trips and instead assuming those to be zero. Accordingly, a hyphen in a cell of the table denotes that the related project generates either zero or negative net new trips for that specific time period and inbound/outbound trip generation.

The analysis conducted for consistency with transportation plans and policies to determine if cumulative impacts may result from the project in combination with related projects in the transportation study area is as follows:

- **Mobility Plan 2035 PROW Classification Standards for Dedications and Improvements:** The LACMA Renovation is a related project that shares the block as well as West 6th Street and Wilshire Boulevard frontages with the project. However, while the LACMA Renovation also includes new construction along Wilshire Boulevard (an Avenue I) and West 6th Street (an Avenue II), the property is not zoned for R3 or less restrictive zoning. Therefore, cumulative conflicts are not anticipated.
- **Mobility Plan 2035 PROW Policy Alignment with Project-Initiated Changes:** Related projects in the transportation study area do not propose curb modifications and new driveways near the project. Therefore, cumulative conflicts are not anticipated.
- **Network Access:** The related projects in the transportation study area do not propose to vacate or restrict public access or create cul-de-sacs in proximity of the project. Therefore, cumulative conflicts are not anticipated.
- **Parking Supply and Transportation Demand Management:** It is not anticipated that related projects in the transportation study area would conflict with the City's parking management policies (either through providing sufficient parking supply or implementing parking management strategies). The potential project shortcomings related to bicycle parking and TDM requirements would be exacerbated by related projects in the transportation study area. Therefore, *cumulative conflicts are anticipated*.

²² The cumulative project list provided in Final EIR, Volume II, Chapter 4, Environmental Setting, includes an expanded list beyond the geographic requirements of the LADOT Transportation Assessment Guidelines to allow consideration of potential cumulative impacts related to other environmental issue areas with a broader geographic reach.

- **Consistency with Regional Plans:** The LACMA Renovation, located directly to the west of the project and sharing the city block, is similarly a museum that serves as a regional attraction and would likely result in a net increase in regional VMT. *Therefore, cumulative conflicts with regional plans related to mobility and GHG reductions are anticipated.*

Other projects in the transportation study area are generally residential, office, and retail projects. However, the LACMA renovation, located directly to the west of the project and sharing the city block, is similarly a museum that serves as a regional attraction and would likely result in a net increase in regional VMT. Cumulative increases in VMT are anticipated. Therefore, the project would contribute to a *significant* cumulative impact related to causing substantial vehicle miles traveled and consistency with transportation plans, programs, ordinance, and policies.

The analysis of potential increased hazards was reviewed to determine if cumulative impacts may result from the project in combination with related projects in the transportation study area. Related projects in the area would likely contribute additional vehicle, pedestrian, and bicycle activity. The project design would not be impacted by the related projects nor the increase in activity. Thus, the project would result in a *less than significant* cumulative impact when considering increasing hazards based on the geometric design and uses of the project.

Finding: Significant and unavoidable with mitigation. The County finds that changes or alterations have been required in, or incorporated into, the ~~Recommended~~ Revised Project that lessen the significant cumulative effects related to a net increase in vehicle miles traveled as identified in the Final EIR. Specifically, mitigation measure *TRA/mm-1.1* would implement procedures to reduce VMT for the project. However, after implementation of the measure, the cumulative net increase in VMT for the project and near-by LACMA Renovation would still exceed less-than-significant thresholds, and the County finds that specific economic, legal, social, technological, or other considerations make infeasible any additional mitigation measures.

Implement ***Mitigation Measure TRA/mm-1.1.***

Basis for Finding. As previously indicated in TRA Impact 2 above, given the magnitude of VMT that would need to be reduced for the project, mitigation measure *TRA/mm-1.1* may be insufficient to reduce project-specific VMT to less-than-significant levels. Therefore, a substantial increase in vehicle miles traveled would be considered a *significant* impact for the project. In addition, due to the LACMA Renovation, located directly to the west of the project and sharing the city block, a significant cumulative effect would likely result with a net increase in regional VMT. *Therefore, cumulative conflicts with regional plans related to mobility and GHG reductions are anticipated.*

SECTION 8 – FINDINGS REGARDING PROJECT ALTERNATIVES

In accordance with CEQA Guidelines, Section 15126.6(a), an EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. The project's objectives are provided above in Section 2.2, Project Objectives, of this document. The CEQA Guidelines Section 15126.6(b) states that the selection of project alternatives "shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly." Because the project would result in significant and unavoidable environmental impacts after

implementation of the mitigation measures identified in the Final EIR, the County considered alternatives to the project specifically to reduce those impacts. The CEQA Guidelines Section 15126.6(f) further directs that “the range of alternatives required in an EIR is governed by a “rule of reason” that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice.” CEQA Guidelines Section 15126.6(f) goes on to say that the “range of feasible alternatives shall be selected and discussed in a manner to foster meaningful public participation and informed decision making.”

The EIR considers a total of four alternatives to the project, including the “no project” alternative and three other “build” alternatives. CEQA Guidelines Section 15126.6(e)(2) indicates that an analysis of alternatives to a proposed project shall identify an environmentally superior alternative among the alternatives evaluated in an EIR, and that if the “no project” alternative is the environmentally superior alternative, the EIR shall identify another environmentally superior alternative among the remaining alternatives. In general, the environmentally superior alternative is the alternative with the least adverse impacts on the environment.

The impacts of each of alternative are evaluated in Final EIR, Volume II, Chapter 6, Alternatives Analysis, with a summary of comparative impacts provided in Table 6-10. Final EIR, Volume II, Chapter 6 identifies, describes, and evaluates the following four alternatives:

1. No Project/No Build Alternative
2. Alternative 1: Renovate Page Museum Only
3. Alternative 2: Maintain Central Atrium Pleistocene
4. Refined Alternative 3: Adjusted Footprint to Reduce Contact with Page Museum and Expand Central Green

As previously noted, Refined Alternative 3 is the ~~Recommended~~ Approved Project. The ~~Recommended~~ Approved Project would result in similar environmental impacts as the original project for each issue area analyzed in the Final EIR, except for historical resources and land use and planning, where the ~~Recommended~~ Approved Project reduces the identified impacts. No environmental impacts would be increased with the ~~Recommended~~ Approved Project when compared to the original project. The full analysis that demonstrates this finding is found in Final EIR, Volume II, Chapter 6, beginning on page 6-57. The ~~Recommended~~ Approved Project (which is described as Refined Alternative 3 in the Final EIR) includes the renovation of the Page Museum within the existing building footprint, similar to the project, but would incorporate a series of design refinements to reduce impacts on certain primary character-defining features of the Page Museum. The ~~Recommended~~ Approved Project reduces historical impacts while attaining the project’s basic objectives.

The following sections provide the Findings regarding the remaining three alternatives presented in the Final EIR, Volume II, Chapter 6 (beginning on page 6-9 of the Final EIR, Volume II, Chapter 6).

8.1 No Project/No Build Alternative

Section 15126.6(e) of the State CEQA Guidelines requires analysis of the No Project/No Build Alternative. In accordance with the State CEQA Guidelines, the No Project/No Build Alternative for a development project on an identifiable property consists of the circumstance under which the project does not proceed as provided by Section 15126.6(e)(3)(B) of the State CEQA Guidelines. Section 15126.6(e)(3)(B) provides that, “In certain instances, the no project alternative means ‘no build’ wherein the existing environmental setting is maintained.” As stated in Section 15126.6(e)(2), “The ‘no project’ analysis shall discuss the existing conditions at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced, as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services.”

In the No Project/No Build Alternative, implementation of the project would not occur and the existing project site and its physical conditions would generally remain as they are in their current state. This includes the majority of Hancock Park and the structures within the project boundary, including the Page Museum; therefore, these features would resemble existing conditions. Ongoing maintenance and minor upgrades to address necessary improvements, as required, would continue to occur and are considered to be part of the existing operational conditions. Site elements including the surface parking lot, maintenance areas, amphitheater, landscaping, and pathways would all remain. Site access for visitors, loading, maintenance vehicles, and the fire department would remain in its current configuration.

Finding: The County rejects the No Project/No Build Alternative and finds it infeasible because it would not achieve the objectives of the project, as described in detail in the table that follows. The findings set forth in this document and the overriding consideration set forth in the Statement of Overriding Considerations provide support for the Recommended Approved Project and the Revised Project and the elimination of this alternative from further consideration.

Attainment of Project Objectives—No Project/No Build Alternative

Project Objective	Does the Alternative Attain the Project Objective?
Renovate and expand the existing museum structure to address deferred maintenance of the building envelope and systems, to meet modern seismic, electrical, building code standards, and universal design standards, and to meet sustainability goals consistent with the County’s sustainability plan (County of Los Angeles 2019).	No. This alternative would not involve the renovation or expansion of the Page Museum. It would not address deferred maintenance, or the necessary upgrades required to bring the Page Museum up to current building code standards. This alternative would not result in any changes to the project site to further the sustainability goals of the County’s sustainability plan.
Provide expanded collections storage facilities that enable access for scientific research, and preserve, protect, and allow future growth of the museum’s world-class collections.	No. This alternative would maintain the existing fossil storage, maintenance, and service facilities along the northern boundary of the project site and would not expand or construct new fossil storage or support buildings on-site. The existing exhibition galleries and collections storage areas are largely inflexible which present programmatic and spatial limitations, challenging the museum’s ability to adapt and allow for future growth in exhibition, education, research, and collections storage.
Provide expanded state-of-the-art laboratory research facilities to accommodate internationally significant and advanced research in paleontology.	No. This alternative would not include renovating or expanding the Page Museum to provide for expanded laboratory research facilities. These on-site facilities would remain as they are under current conditions.

Project Objective	Does the Alternative Attain the Project Objective?
Provide state-of-the-art exhibition facilities and learning environments within the park and museum to enrich the visitor experience and to support active educational and public programming.	No. This alternative would not include expanding the Page Museum to provide space for additional exhibitions, facilities, or enhanced learning environments. This alternative would not expand museum programming; it would remain as is under current conditions. In addition, museum-related exhibits and facilities located within Hancock Park (i.e., tar pits and viewing locations) would remain as they are under current conditions.
Improve access and entry for different visitor types, increase connections between the museum and the park, as well as support increased visitation, special events, and revenue-producing amenities within the park and museum.	No. This alternative would not alter the existing entrances to the project site, nor would this alternative modify any existing pathways or accessways. The Central Green would be maintained as is under current conditions.
Expand the museum exhibits, educational classrooms, collection spaces, offices, and laboratory research facilities in one unified, cohesive facility, with the fewest impacts to historical resources possible.	No. This alternative would retain the existing Page Museum as is under current conditions and would not include the addition of expanded museum facilities; however, this alternative would limit impacts to historical resources. Regardless, this alternative would not meet this objective of providing expanded museum facilities.
Create a central entrance to the museum facilities to enhance the visitor experience of the museum and Hancock Park.	No. In this alternative, the existing museum entrance would remain, and no additional museum facilities or buildings would be constructed.
Preserve and protect the National Natural Landmark—La Brea Tar Pits—to allow access for future research and excavation, support cultural and educational interpretation, and enable the ongoing natural processes of the asphaltic seeps.	Yes. The National Natural Landmarks program seeks to encourage the identification, study, designation, recognition, and preservation of nationally significant ecological and geological resources that reflect the nation's natural heritage (including paleontological/fossil-based resources). This alternative would not result in physical changes or modifications to the project that would change its scientific or historical value, nor impact the current research or programming occurring on the project site. As such, La Brea Tar Pits would continue to be recognized and protected as a National Natural Landmark.
Redesign and renovate the Hancock Park community park green space as an expression of the goals of the County of Los Angeles's General Plan Conservation and Natural Resources Element and the City of Los Angeles's Open Space and Conservation Elements of the General Plan, to increase sustainable landscape and site design, to support passive recreational use, to increase the legibility of this important cultural destination, and to enhance connections to the quickly evolving Miracle Mile neighborhood.	No. This alternative would maintain the Central Green as it is under current conditions and would continue to allow for passive recreational uses within this multi-purpose lawn area of Hancock Park; however, it would not include changes to the current landscaping scheme other than actively maintaining current conditions on-site nor would it involve enhancements that increase connections or further promote the importance of the project site as a cultural destination within the Miracle Mile neighborhood.

Basis for Finding: The No Project/No Build Alternative would not implement the project. No project-related construction activities would occur, and there would be no changes to the existing land use types or operational characteristics of the project site.

8.2 Alternative 1 – Renovate Page Museum Only

In Alternative 1, the exterior conditions of the La Brea Tar Pits Historic District and the Page Museum would be retained as-is under existing conditions, while addressing some of the museum's deficiencies by way of an interior renovation only. The renovation work within the Page Museum would upgrade its existing facilities and systems while maintaining its current program, spatial organization, and room sizes. This alternative was considered as the renovation would retain or replace in kind the historic, character-defining features related to the museum's interior such as the central open-air atrium and the fishbowl-like lab space. This alternative would emphasize remedial work on the building structure and existing exhibits and would be performed from the museum interior as much as possible. This alternative scenario would, however, require further study to determine the feasibility of the renovation to also meet modern

seismic standards since modifications to the building's exterior would be avoided under this alternative. In those instances, the identified areas would be repaired or replaced in kind and designed to resemble their current physical appearance to avoid impacting the historic, character-defining features of the museum's exterior. The remainder of the project site would also resemble existing conditions, and site access for visitors, loading, maintenance vehicles, and the fire department would remain in the current configuration in this alternative. Other museum-related facilities, as well as associated passive recreational areas and pathways around and within the project site, would remain as-is under current conditions.

Finding: The County rejects Alternative 1 because it would not achieve most of the objectives of the project, as detailed in the table that follows. The findings set forth in this document and the overriding consideration set forth in the Statement of Overriding Considerations provide support for the Recommended Approved Project and the Revised Project Project and the elimination of this alternative from further consideration.

Attainment of Project Objectives—Alternative 1 Renovate Page Museum Only

Project Objective	Does the Alternative Attain the Project Objective?
Renovate and expand the existing museum structure to address deferred maintenance of the building envelope and systems, to meet modern seismic, electrical, building code standards, and universal design standards, and to meet sustainability goals consistent with the County's sustainability plan (County of Los Angeles 2019).	Partially. This alternative would renovate the existing Page Museum to address the deferred maintenance of the building envelope and systems to meet modern electrical and building code standards; however, further study is required to determine the feasibility of the renovation to also meet modern seismic standards since modifications to the building's exterior would be avoided under this alternative. The roof terrace of the Page Museum would remain inaccessible under this alternative's accessibility and universal design standards. In addition, options for achievable sustainability goals to meet the County's sustainability plan would also be further limited because this alternative would avoid any work on the Page Museum exterior and the existing site conditions in Hancock Park.
Provide expanded collections storage facilities that enable access for scientific research, and preserve, protect, and allow future growth of the museum's world-class collections.	No. This alternative would maintain the existing fossil storage, maintenance, and service facilities along the northern boundary of the project site and would not expand or construct new fossil storage or support buildings on-site.
Provide expanded state-of-the-art laboratory research facilities to accommodate internationally significant and advanced research in paleontology.	No. This alternative would not include the expansion of the Page Museum that would be needed to provide for expanded laboratory research facilities. These on-site facilities would remain as they are under current conditions.
Provide state-of-the-art exhibition facilities and learning environments within the park and museum to enrich the visitor experience and to support active educational and public programming.	Partially. While this alternative could feasibly upgrade the exhibition facilities and learning environments within the Page Museum such that they may be considered state-of-the-art, this alternative would not address or involve improvements to exhibition facilities and learning environments outside of the Page Museum within Hancock Park to further enrich the visitor experience and to support active educational programming.
Improve access and entry for different visitor types, increase connections between the museum and the park, as well as support increased visitation, special events, and revenue-producing amenities within the park and museum.	No. This alternative would not alter the existing entrances to the project site, nor would this alternative modify any of the existing pathways or accessways. The Central Green would be maintained as is under current conditions.
Expand the museum exhibits, educational classrooms, collection spaces, offices, and laboratory research facilities in one unified, cohesive facility, with the fewest impacts to historical resources possible.	No. This alternative would retain the existing Page Museum within its existing footprint and would renovate the interior only. It would not include the addition of expanded museum facilities; however, this alternative would limit impacts to historical resources. Regardless, this alternative would not meet this objective of providing expanded museum space for additional exhibits, collections, offices, and laboratory research facilities.

Project Objective	Does the Alternative Attain the Project Objective?
Create a central entrance to the museum facilities to enhance the visitor experience of the museum and Hancock Park.	No. In this alternative, the existing museum entrance would remain, and no additional museum facilities or buildings would be constructed.
Preserve and protect the National Natural Landmark—La Brea Tar Pits—to allow access for future research and excavation, support cultural and educational interpretation, and enable the ongoing natural processes of the asphaltic seeps.	Yes. The National Natural Landmarks program seeks to encourage the identification, study, designation, recognition, and preservation of nationally significant ecological and geological resources that reflect the nation's natural heritage (including paleontological/fossil-based resources). This alternative would result in interior renovations to the existing Page Museum only and would not result in physical changes or modifications to the project that would change its scientific or historical value, nor impact the current research or programming occurring on the project site. As such, La Brea Tar Pits would continue to be recognized and protected as a National Natural Landmark.
Redesign and renovate the Hancock Park community park green space as an expression of the goals of the County of Los Angeles's General Plan Conservation and Natural Resources Element and the City of Los Angeles's Open Space and Conservation Elements of the General Plan, to increase sustainable landscape and site design, to support passive recreational use, to increase the legibility of this important cultural destination, and to enhance connections to the quickly evolving Miracle Mile neighborhood.	No. This alternative would maintain the Central Green as it is under current conditions and would continue to allow for passive recreational uses within this multi-purpose lawn area of Hancock Park; however, it would not include changes to the current landscaping scheme other than actively maintaining current conditions on-site nor would it involve enhancements that increase connections or further promote the importance of the project site as a cultural destination.

Basis for Finding: Alternative 1 would avoid the project's significant and unavoidable impact to historical resources as it would result in renovations to the interior of the Page Museum only, while retaining the character-defining features of both the Page Museum and the La Brea Tar Pits Historic District that qualify them as historical resources. However, Alternative 1 would meet only one of the project objectives related to preserving and protecting the National Natural Landmark—La Brea Tar Pits. Alternative 1 would partially meet two other project objectives related to addressing the deferred maintenance and meeting modern building code standards of Page Museum as well as partially meeting the project objective related to providing state-of-the-art exhibition facilities and learning environments within the museum.

However, Alternative 1 would not meet most of the project objectives, as detailed in the prior table.

8.3 Alternative 2 – Maintain Central Atrium Pleistocene Garden

Alternative 2 would include renovating the existing Page Museum to maintain the central atrium with the Pleistocene Garden in place while also providing the same expanded museum facilities and programming as proposed by the project. To maintain the central atrium footprint while providing the proposed laboratory, classroom, and multi-purpose educational spaces, Alternative 2 would include expanding the new museum space to the north and west of the existing Page Museum, increasing the size of the new museum building by approximately 15,000 square feet above what is proposed by the project. In addition, the character of the open-air roof would remain intact. This alternative would slightly reconfigure the surface parking lot, like the project, extending it west of the new museum building footprint. This alternative would adjust the project's triple-loop pedestrian path adjacent to the proposed new museum building to accommodate the larger building footprint. The landscaping improvements and overall landscape design of the project site in Alternative 2 would be similar to the project, except for the

reconfigured northern portion of the project site, the reduced open space area, as well as the adjustment to the pedestrian path.

Finding: The County rejects Alternative 2 because it would not avoid or reduce the project’s significant and unavoidable impacts related to historical resources and the substantial increase in regional VMT. Further, the County finds that Alternative 2 would not meet the project objectives as completely as the Recommended Approved Project and the Revised Project, as detailed in the table that follows.

Attainment of Project Objectives—Alternative 2, Maintain Central Atrium Pleistocene Garden

Project Objective	Does the Alternative Attain the Project Objective?
Renovate and expand the existing museum structure to address deferred maintenance of the building envelope and systems, to meet modern seismic, electrical, building code standards, and universal design standards, and to meet sustainability goals consistent with the County’s sustainability plan (County of Los Angeles 2019).	Partially. This alternative would allow for renovating the Page Museum to address the deferred maintenance of the building envelope and systems to meet modern electrical and building code standards as well as seismic standards. This alternative would also include sustainability strategies designed to improve stormwater management, reduce the heat island effect, provide more shade, and reduce light pollution to further the sustainability of the County’s sustainability plan. However, this alternative would reduce the amount of open space on-site and would not be consistent with the County’s sustainability plan.
Provide expanded collections storage facilities that enable access for scientific research, and preserve, protect, and allow future growth of the museum’s world-class collections.	Yes. This alternative would include constructing an additional 2,000-square-foot satellite maintenance and support building dedicated to fossil storage, maintenance, and service facilities along the northern boundary of the project site.
Provide expanded state-of-the-art laboratory research facilities to accommodate internationally significant and advanced research in paleontology.	Yes. This alternative would allow for renovating the Page Museum and constructing a new museum building that would add 55,000 square feet of museum space to support expanding the laboratory research facilities.
Provide state-of-the-art exhibition facilities and learning environments within the park and museum to enrich the visitor experience and to support active educational and public programming.	Yes. This alternative would include renovating the Page Museum and constructing a new museum building that would add 55,000 square feet of museum space to provide space for additional exhibition facilities or enhanced learning environments. In addition, this alternative would allow for renovating the existing facilities at all the tar pit locations throughout the project site to allow for improved interpretive signage and viewing areas to further enrich the visitor experience and to support active educational programming.
Improve access and entry for different visitor types, increase connections between the museum and the park, as well as support increased visitation, special events, and revenue-producing amenities within the park and museum.	Yes. This alternative would provide for enhanced entrances to the project site at the Wilshire and 6th Street Gateways and would also reconfigure the existing pedestrian pathways on-site into a continuous paved pedestrian path linking all the existing elements of the park. A pedestrian walking path would be constructed across the project site with interpretive signage and explanations related to the former industrial heritage of the site. The project site is currently served by a complete network of sidewalks around the project site block and adjacent street network, with signalized intersections and crosswalks. This alternative would also establish a new school drop-off/loading area on South Curson Avenue adjacent to the Wilshire Gateway picnic area.
Expand the museum exhibits, educational classrooms, collection spaces, offices, and laboratory research facilities in one unified, cohesive facility, with the fewest impacts to historical resources possible.	Yes. This alternative would expand museum facilities through the construction of the new museum building, while retaining the Page Museum’s central atrium Pleistocene garden and open-air roof line, thereby decreasing impacts to historical resources. The renovated Page Museum and new museum building would be connected via a central lobby area and an integrated organization of exhibits and collections, helping to create connection and cohesion between the two museum spaces.

Project Objective	Does the Alternative Attain the Project Objective?
Create a central entrance to the museum facilities to enhance the visitor experience of the museum and Hancock Park.	Yes. This alternative would result in a renovated Page Museum and new museum building with a central entry point accessible from the project's parking lot as well as from the Central Green. The central entrance would lead to the museum lobby, which would provide a space for visitors to circulate and become familiar with organization of the museum's exhibits and collections both inside the museum spaces as well as the outdoor spaces within Hancock Park.
Preserve and protect the National Natural Landmark—La Brea Tar Pits—to allow access for future research and excavation, support cultural and educational interpretation, and enable the ongoing natural processes of the asphaltic seeps.	Yes. This alternative would allow for renovating and expanding the existing Page Museum and the remainder of the project site within Hancock Park in a way that would further the fundamental mission of La Brea Tar Pits as a site and facility dedicated to research, education, and exhibition. Under this alternative, the project site would continue to be recognized and protected as a National Natural Landmark.
Redesign and renovate the Hancock Park community park green space as an expression of the goals of the County of Los Angeles's General Plan Conservation and Natural Resources Element and the City of Los Angeles's Open Space and Conservation Elements of the General Plan, to increase sustainable landscape and site design, to support passive recreational use, to increase the legibility of this important cultural destination, and to enhance connections to the quickly evolving Miracle Mile neighborhood.	Partially. This alternative would reduce the amount of dedicated open space on-site due to the expanded footprint of the new museum building. However, this alternative would also redesign and renovate the Hancock Park community park green space to include a landscape design and planting scheme that would aim to ease water consumption and ensure appropriate maintenance. This alternative would include improvements to the existing multi-purpose grass lawn, the Central Green, which would provide a setting for community activities, passive recreational uses, events, and public gatherings. This alternative would also install a new welcome pavilion with a canopy and shade trees at Wilshire Gateway, and a shaded welcome area at the 6th Street Gateway to increase the project site's notability within the Miracle Mile neighborhood.

Basis for Finding: Alternative 2, Maintain Central Atrium Pleistocene Garden, would preserve most of the character-defining features of the Page Museum, but it would result in the loss of a greater amount of open space in the La Brea Tar Pits Historic District due to the increased footprint of the project. As such, the benefits of avoiding the impacts to the Page Museum's character-defining features do not outweigh the additional impacts to character-defining features to the La Brea Tar Pits Historic District and this alternative would not avoid the project's significant and unavoidable impacts related to alterations of historical resources.

Further, because Alternative 2 would not avoid the project's significant and unavoidable impacts to historical resources, it would also not avoid the project's inconsistencies with applicable land use plans and policies. In addition, Alternative 2 would not avoid the project's substantial increase in regional VMT and would still result in significant and unavoidable impacts related to this issue. Alternative 2 would also result in similar impacts as the project to the other environmental issues areas as this alternative would result in similar types of construction activities and operational uses as proposed by the project.

Alternative 2 would also not meet the project objectives as completely as the Recommended Approved Project and the Revised Project. Several of the project objectives would only be met partially. Specifically, while Alternative 2 would allow for renovating the Page Museum to address the deferred maintenance of the building envelope and systems and include sustainability strategies, this alternative would reduce the amount of open space on-site and would not be consistent with the County's sustainability plan. This would result in Alternative 2 only partially meeting two of the project objectives.

SECTION 9 – STATEMENT OF OVERRIDING CONSIDERATIONS

The primary purpose of CEQA is to fully inform the decision-makers and the public as to the environmental effects of a project and to include feasible mitigation measures and alternatives to reduce any such adverse effects below a level of significance. CEQA nonetheless recognizes and authorizes the approval of projects where not all adverse impacts can be fully lessened or avoided. However, the Lead Agency must explain and justify its conclusion to approve such a project through the statement of overriding considerations setting forth the recommended project alternative's general, social, economic, policy or other public benefits which support the agency's informed conclusion to approve that alternative over another. Under CEQA, before a project which is determined to have significant environmental effects which cannot be avoided can be approved, the public agency must consider and adopt a statement of overriding considerations pursuant to the CEQA Statutes Section 21081 and CEQA Guidelines 15043 and 15093.

~~The La Brea Tar Pits Master Plan EIR identifies significant environmental effects that would occur with implementation of the Recommended Project. The analysis for the Recommended Project is contained within Final EIR, Volume II, Chapter 5, in combination with Final EIR, Volume II, Section 6, Alternatives (comparative analysis of the Recommended Project, Refined Alternative 3, to the original project begins on page 6-47 of the Final EIR, Volume II). With implementation of the mitigation measures identified in the EIR, these effects can be mitigated to levels considered less than significant, except for significant and unavoidable impacts in the areas of Cultural Resources – Historic Resources, Land Use and Planning, and Transportation. These significant and unavoidable impacts are addressed in greater detail in Section 7 of this document. Specifically, implementation of the Recommended Project would result in the following significant impacts even after the implementation of all feasible mitigation measures:~~

The La Brea Tar Pits Master Plan EIR identifies significant environmental effects that would occur with implementation of the Approved Project. The analysis for the Approved Project is contained within Final EIR, Volume II, Chapter 5, in combination with Final EIR, Volume II, Section 6, Alternatives (comparative analysis of the Approved Project, Refined Alternative 3, to the original project begins on page 6-47 of the Final EIR, Volume II). With implementation of the mitigation measures identified in the Final EIR, these effects can be mitigated to levels considered less than significant, except for significant and unavoidable impacts in the areas of Cultural Resources – Historic Resources, Land Use and Planning, and Transportation. Just like the Approved Project, the Revised Project's effects can be mitigated to levels considered less than significant, except for significant and unavoidable impacts in the areas of Cultural Resources – Historic Resources, Land Use and Planning, and Transportation. These significant and unavoidable impacts are addressed in greater detail in Section 7 of this document. Specifically, implementation of the Revised Project would result in the following significant impacts even after the implementation of all feasible mitigation measures:

- **Cultural Resources – Historic Resources (Construction-Related Impacts to Historic Resources).** As a result of construction of the ~~Recommended~~ Revised Project, a substantial adverse change in the significance of a Historical Resource pursuant to Section 15064.5 of the State CEQA Guidelines would occur. Specifically, the project would cause a substantial adverse change in the significance of the La Brea Tar Pits Historic District. This impact would be significant. The design refinements included in the ~~Recommended~~ Revised Project would lessen impacts to character-defining features of the Page Museum when compared to the original project description. When considered in combination with the impacts of these projects in the cumulative scenario, the project would contribute incrementally to significant impacts on historical resources. Further, the project's contribution to these cumulative impacts would be considerable and

significant. Mitigation measures would avoid, minimize, rectify, reduce, or compensate for the significance of the impacts to the degree feasible. However, they would not mitigate impacts below the level of significance. No feasible mitigation exists that would reduce the ~~Recommended~~ Revised Project's significant impact to the significance of the La Brea Tar Pits Historic District nor the contribution to cumulative considerable historic resource impacts.

- **Land Use and Planning (Construction-Related Impacts to Historic Resources).** Project construction or implementation would result in significant physical changes and new construction affecting the two designated historical resources within the project site, which are the La Brea Tar Pits Historic District and the Page Museum. As noted above, the design refinements included in the ~~Recommended~~ Revised Project would lessen impacts to the character-defining features of the Page Museum, when compared to the original project. These project modifications and the identified mitigation measures would reduce historic impacts. However, there are no mitigation measures or project alternatives that would reduce these impacts to less than significant while meeting the project objectives and keeping the primary elements of the Master Plan; therefore, impacts of the project would remain significant and unavoidable after implementation of the recommendations, creating inconsistencies with the applicable land use objectives, goals, and policies set forth in the County of Los Angeles General Plan, the City of Los Angeles General Plan, and the Wilshire Community Plan.
- **Transportation (Operational-Related Impacts to Vehicle Miles Traveled).** The average length of visitor trips projected for the original project are 196% longer than the average regional recreation trip. As described in Final EIR, Volume II, Section 6, Alternatives Analysis, the ~~Recommended~~ Revised Project would result in similar effects (see page 6-57). No mitigation measures are available that would reduce vehicle miles traveled to less-than-significant levels. Therefore, the ~~Recommended~~ Revised Project would result in a substantial increase in vehicle miles traveled and would be considered a significant impact. Additionally, a substantial increase in vehicle miles traveled would be considered a significant cumulative impact for the project due to the LACMA Renovation, located directly to the west of the project and sharing the city block. The significant cumulative effect would likely result with a net increase in regional vehicle miles traveled.

Finding: The County hereby finds, after consideration of the EIR and the evidence in the record, that each of the specific overriding benefits (e.g., economic, legal, social, technological) of the project as set forth below independently and collectively outweighs the significant and unavoidable impacts of the project. Any one of the reasons for approval cited below is sufficient to justify approval of the project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the County will stand by its determination that each individual reason is sufficient.

The County further finds that, as part of the process of obtaining project approval, all significant effects on the environment from implementation of the project have been eliminated or substantially lessened where feasible. Furthermore, the County has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding benefits:

- The project will significantly expand daily scientific discovery at the world's most important Ice Age fossil excavation site and the only destination of its kind in an urban center.
- The project will double La Brea Tar Pits' lab facilities to strengthen its capacity to conduct world-class research to better understand the impacts of a changing planet.
- The project would strengthen and expand La Brea Tar Pits status as a preeminent research hub that attracts leading scientists and fosters global collaborations.

- The project will double public access to La Brea Tar Pits, accommodating approximately 800,000 annual local and international visitors of all ages who will witness and participate in scientific discovery in real time.
- The project will significantly expand immersive, hands-on educational programs, doubling the number of schoolchildren - to 75,000 a year - who will engage with the wonders of science, learn about creating a healthier planet, and be given the tools to become agents for change.
- The project will enlarge the exhibition space while transforming the grounds into a premier recreational and learning space with educational displays and historical native plants.
- The project will strengthen the pipeline of future scientists through education programs, internships, and apprenticeships.
- The project will elevate a distinctive urban oasis of nature as the premier destination for the public to connect with science and recognize the significance of fostering well-being in our communities and for our planet.
- The project will enhance and preserve valuable green spaces and community gathering areas for residents and the broader public to enjoy. Key features include the expansion and improvement of the Central Green, a versatile grass lawn designed to accommodate community activities, passive recreation, events, and public gatherings. Additionally, the project will introduce a new welcome pavilion with a canopy and shade trees at Wilshire Gateway, along with a shaded welcome area at the 6th Street Gateway, improving accessibility and wayfinding within the Miracle Mile neighborhood. A pedestrian walking path will be constructed across the project site with interpretive signage and explanations related to the former industrial heritage of the site.
- The project will redesign and renovate the Hancock Park community green space with a landscape plan and planting scheme tailored to Los Angeles' current and projected climate conditions. The design will prioritize water efficiency and ensure sustainable maintenance practices.
- The project would allow for renovating and expanding the existing Page Museum and the remainder of the project site within Hancock Park in a way that would further the fundamental mission of La Brea Tar Pits as a site and facility dedicated to research, education, and exhibition.
- The project would allow for renovating the Page Museum to address the deferred maintenance of the building envelope and systems to meet modern electrical and building code standards as well as seismic standards. The project would also include sustainability strategies designed to improve stormwater management, reduce heat island effect, provide more shade, and reduce light pollution to further the sustainability of the County's sustainability plan.
- The project would allow for construction of a new museum building, adding space for additional exhibitions, facilities, enhanced learning environments and public café and retail experiences.
- The project would allow for renovating the existing facilities at all the tar pit locations throughout the project site to allow for improved interpretive signage and viewing areas to further enrich the visitor experience and to support active educational programming.
- The project would include constructing maintenance and support space dedicated to fossil storage, maintenance, and service facilities along the northern boundary of the project site.
- The central, open atrium of the Page Museum, which contributes to the indoor-outdoor integration of the museum and is a primary character-defining feature, would be retained, covered, and converted to indoor space; it would remain as an open atrium garden.

- The structural space frame of the Page Museum that supports the frieze (including the open-air, steel-grid roof that enhances the indoor-outdoor integration of the Page Museum and is a primary character-defining feature) would not be altered or capped.
- The project will bring significant improvements to Los Angeles County and its residents beyond the construction and related industries; wages will be paid to the workers and for payments for goods and services throughout the economy, thereby generating additional indirect and induced County activity.
- The project is estimated to support thousands of new direct, indirect, and induced jobs throughout the County during the construction phase.
- During construction, the project is estimated to contribute to the County's total output in the hundreds of million dollars: directly from construction, created by activities such as expenditures of construction materials, engineering and architectural costs, landscape, design, permitting, inspections, legal and other services; and indirect/induced economic activities such as finance, insurance, professional, scientific, and technical services.
- The project's labor income, including wages and benefits, is estimated to contribute several hundreds of thousands of dollars.
- The project will provide an economic impact to the County's gross regional product, due to spending by the construction workers and others throughout the supply chain.
- As a result of construction expenditures, the project will generate federal, state, County and local tax revenues.

SECTION 10 – FINDINGS ON MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to Section 15091(a)(1) of the CEQA Guidelines, the County finds that implementation of the mitigation measures identified in the Final EIR would substantially lessen the significant environmental impacts resulting from the project. These mitigation measures and project design standards have been required in or incorporated into the project. In accordance with Section 15091 (d), and Section 15097 of the CEQA Guidelines, which require a public agency to adopt a program for reporting or monitoring required changes or conditions of approval to substantially lessen significant environmental effects, the Mitigation Monitoring and Reporting Program included as part of the project submittal packet is hereby adopted as the Mitigation Monitoring and Reporting Program for this project.

SECTION 11 – CERTIFICATION OF FINAL EIR

In the February 4, 2025 Board Letter, the County Board of Supervisors certified the 2025 Final EIR. The proposed changes to the Findings and SOC because of the implementation of Revised Project are minor in nature and would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects as documented in the certified Final EIR. This Revised Findings of Fact and Statement of Overriding Considerations does not alter the County's findings from the 2025 Final EIR's determinations regarding significant environmental impacts and the mitigation measures implemented to address the significant impacts associated with the Revised Project.

Pursuant to Public Resources Code Section 21081 and CEQA Guidelines Section 15090, the County certifies that:

1. The EIR, State Clearinghouse No. 2022020344, is an accurate and objective statement that fully complies with CEQA and the CEQA Guidelines;
2. The EIR was presented to the Board of Supervisors, which is the decision-making body for the County of Los Angeles, and the Board reviewed and considered the information in the EIR prior to approving the project; and
3. The EIR reflects the County of Los Angeles' independent judgment and analysis.

The County of Los Angeles Board of Supervisors further finds that no comments or responses to comments made during the review period for the EIR, or any other public hearing on the project, rise to the level of significant new information requiring recirculation or additional environmental review pursuant to CEQA Guidelines Section 15088.5.

As required by Public Resources Code Section 21081.6, the Board of Supervisors, in adopting these Findings, also adopts a Mitigation Monitoring and Reporting Program, designated to ensure that, during project implementation, the County will comply with the mitigation measures adopted in these Findings.

The Board hereby finds that these Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, which are included as part of the project submittal package, meet the requirements of Public Resources Code Section 21081.6 and have been prepared in accordance with CEQA and the CEQA Guidelines.

An architectural rendering of a park or museum grounds. In the foreground, a grassy area with a paved path has several people, including children and adults, walking and sitting. A long, low stone wall runs across the middle ground. Behind the wall, there are trees and a modern building. The sky is blue with some clouds. A large, stylized 'SWCA' logo is overlaid on the left side of the image.

La Brea Tar Pits Master Plan Project Addendum #1 to the 2025 Final Environmental Impact Report

SCH NO. 2022020344

NOVEMBER 2025

PREPARED FOR

**Los Angeles County Museum of Natural History Foundation
on behalf of the
County of Los Angeles Museum of Natural History**

PREPARED BY

SWCA Environmental Consultants

**LA BREA TAR PITS MASTER PLAN PROJECT
ADDENDUM #1 TO THE 2025 FINAL EIR**

SCH NO. 2022020344

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CHAPTER 1. INTRODUCTION

On February 4, 2025, the County of Los Angeles (County) Board of Supervisors (Board of Supervisors) approved the Recommended Project for the La Brea Tar Pits Master Plan Project (project), concurrently certifying the Master Plan Environmental Impact Report (certified Final EIR or 2025 Final EIR) and adopting the associated California Environmental Quality Act (CEQA) Findings of Fact and Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program (MMRP) (State Clearinghouse No. 2022020344). A Notice of Determination was filed with the County Register Recorder (equivalent of the County Clerk) and the State Clearinghouse in the Office of Land Use and Climate Innovation on February 5, 2025. The La Brea Tar Pits Master Plan project that was approved by the Board of Supervisors is herein after referred to as the “Approved Project.” The Approved Project includes the redevelopment of the 13-acre La Brea Tar Pits site, with a reimagined site design; expansion and upgrades to the Tar Pits complex, including renovations to the George C. Page Museum (Page Museum); and the addition of the New Museum Building. The project site, owned by the County, is located within Hancock Park and adjacent to the Los Angeles County Museum of Art (LACMA) at 5901 Wilshire Boulevard in the city of Los Angeles, California.

Following the certification of the 2025 Final EIR, the Natural History Museums of Los Angeles County (NHMLAC) identified the need for modifications to the Approved Project. The modifications proposed to the Approved Project include the addition of an external elevator structure to the north of, and connecting to, the Page Museum, as well as alterations to the north side of the Page Museum and northern berm to provide additional internal space. The design for the reuse of the original primary entrance on the south side of the Page Museum is also proposed to be further refined. Additionally, since certification of the 2025 Final EIR, the NHMLAC has determined the anticipated first phase of project construction. The modifications to the Approved Project are herein after referred to as the “Proposed Revised Project.”

The County is the CEQA Lead Agency for the project because it is on County-owned land; the County of Los Angeles Museum of Natural History (Museum of Natural History) is a County departmental unit.¹ Thus, the County is responsible for the coordination and direct oversight of the environmental review process.

1.1 PURPOSE OF DOCUMENT

Pursuant to Section 21166 of the California Public Resources Code (PRC) and Section 15162(a) of the State CEQA Guidelines, when a lead agency has certified an EIR for a project, a subsequent EIR does not need to be prepared for the project unless the lead agency determines that one or more of the following conditions are met:

1. Substantial changes are proposed in the project, which would require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken, which would require major revisions of the previous EIR or Negative Declaration

¹ In accordance with Chapter 2.94 of the Los Angeles County Code and other operating agreements, the Museum of Natural History is a department of the County and has administrative charge and control over all County matters relating to history and science, and shall also include the administration of Hancock Park (except that area of said park devoted to LACMA), and the care, safeguarding, and maintenance of all exhibits, equipment, and structural improvements directly relating to exhibits, the administration and maintenance of Los Angeles County Museum, and other property hereafter acquired for or devoted to history and science. For consistency with the Los Angeles County Code, this document refers to this governmental department as the “Museum of Natural History.”

due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - b. Significant effects previously examined would be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Preparation of an Addendum to an EIR is appropriate when none of the conditions specified in Section 15162 are present and some minor technical changes to the previously certified Final EIR are necessary.

1.2 BASIS FOR ADDENDUM TO THE 2025 FINAL EIR

In accordance with Section 15164 of the State CEQA Guidelines, the County has determined that this Addendum to the certified Final EIR is the appropriate environmental document to analyze the proposed changes to the Approved Project since the certification of the 2025 Final EIR. The project that was approved by the County Board of Supervisors was referred to as the “Recommended Project” in the February 4, 2025, Board Letter, but is hereinafter referred to as the “Approved Project,” as the Board of Supervisors approved this version of the project. In the certified Final EIR, the Approved Project is referred to as Refined Alternative 3, described below.

In addition to certifying the 2025 Final EIR, the Board of Supervisors also adopted the associated CEQA Findings of Fact and Statement of Overriding Considerations and the MMRP.

After completion of the Draft EIR, the County, as Lead Agency, considered the EIR evaluation with respect to the Draft EIR comments made by the commenting entities and individuals, particularly concerns regarding historical resources. As a result, the County considered how Alternative 3 could be further enhanced to meet the intent of the alternative and further meet the objectives for the project. After this consideration, the County recommended approval of Refined Alternative 3, Adjust Footprint to Reduce Contact with Page Museum and Expand Central Green, which reduces significant historical resources impacts while attaining the project’s basic objectives. The County recommended approval of Refined Alternative 3 as the Approved Project.

The CEQA Findings of Fact and Statement of Overriding Considerations set forth the County’s findings from the 2025 Final EIR’s determinations regarding significant environmental impacts and the mitigation measures implemented to address the significant impacts associated with the Approved Project.

This Addendum, the certified Final EIR, and the CEQA Findings of Fact and Statement of Overriding Considerations make up the environmental documentation for the proposed project. The 2025 Final EIR (Volumes I and II) and related documents, including the MMRP, are available at the NHMLAC website at: <https://tarpits.org/public-process>.

The proposed changes to the Approved Project are minor in nature and would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects as documented in Chapter 5, *Environmental Impact Analysis*, of Volume II of the certified Final EIR. Additionally, no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 2025 Final EIR was certified has been identified. The County has reviewed and considered the information contained in this Addendum and finds that the preparation of subsequent CEQA analysis that would require public circulation is not necessary.

As noted in Section 15164 of the State CEQA Guidelines, an Addendum does not require public circulation. An Addendum does not provide significant new information that changes the certified Final EIR in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect. The Board of Supervisors, as the governing body of the County, shall consider this Addendum with the certified Final EIR as part of the discretionary review of the proposed amendment to the Master Plan prior to approving the proposed amendment.

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CHAPTER 2. APPROVED PROJECT AND PROPOSED REVISED PROJECT

2.1 SUMMARY OF THE APPROVED LA BREA TAR PITS MASTER PLAN PROJECT

The Approved Project includes the redevelopment of the 13-acre La Brea Tar Pits site, with a reimagined site design; expansion and upgrades to the Tar Pits complex, including renovations to the Page Museum; and the addition of the New Museum Building. The Approved Project includes renovations to the Page Museum within the existing approximately 63,200-square-foot footprint; construction of a two-story, 40,000-gross-square-foot New Museum Building northwest of the Page Museum; and renovation of the two existing gateways (Wilshire Gateway and 6th Street Gateway).

The Approved Project also includes improvements to pedestrian paths and recreation areas, including reconfiguration of existing on-site pathways into a continuous paved path that links existing features throughout the project site, expansion of the Central Green, and establishment of a children's play area, picnic areas, and a possible small dog park. Updates to circulation and parking include relocation of the existing parking lot approximately 50 to 70 feet to the north while preserving the original size (63,000 square feet) and number of parking spaces, addition of new landscaping and vehicle access lanes, and establishment of a new school drop-off and loading area on South Curson Avenue. Landscaping changes include the creation of three distinct landscaping zones encircled by a looping pedestrian path, relocation or removal and replacement of trees, and implementation of three biofiltration areas for stormwater management.

A full project description of the Approved Project² can be found in the certified Final EIR (Chapter 6, *Alternatives Analysis*, Section 6.4.4, *Refined Alternative 3: Adjusted Footprint to Reduce Contact with Page Museum and Expand Central Green*) and in the La Brea Tar Pits Loops and Lenses Master Plan and Concept Design Summary Booklet (Appendix B of the 2025 Final EIR).

2.2 PROPOSED REVISIONS TO THE APPROVED LA BREA TAR PITS MASTER PLAN PROJECT (PROPOSED REVISED PROJECT)

As noted above, the Board of Supervisors certified the 2025 Final EIR and adopted the associated CEQA Findings of Fact and Statement of Overriding Considerations and the MMRP. The Approved Project includes designs that would help to further support the land use plans and policies applicable to the project as they relate to the protection and alteration of historic resources. The Approved Project includes the renovation of the Page Museum within the existing building footprint and would incorporate a series of design refinements to reduce impacts on certain primary character-defining features of the Page Museum.

As noted in the previous section, the design process of the first phase of Master Plan implementation is underway, with construction of the first phase planned to begin in 2026. Through this process, several proposed design modifications that potentially diverge from the Approved Project have been identified. These modifications to the Approved Project are defined as the Proposed Revised Project. Because these design modifications are being proposed following the certification of the 2025 Final EIR and adoption of

² The Board of Supervisors approved the alternative in the certified Final EIR described as "Refined Alternative 3," which is described in Chapter 6, *Alternatives Analysis*, of Volume II of the 2025 Final EIR.

the associated CEQA Findings of Fact and Statement of Overriding Considerations, these modifications require consideration under CEQA. The design modifications are discussed in the following sections.

2.2.1 Project Phasing

The project would be implemented in phases. The certified Final EIR was developed with potential phasing in mind and analyzed worst-case scenarios considering potential phasing. Each of the environmental resource analyses in the 2025 Final EIR provide for the most conservative analysis to allow flexibility in how the project is to be constructed depending on funding and other opportunities and constraints that may present themselves in upcoming years.

Since certification of the 2025 Final EIR, the NHMLAC has determined Phase One of project construction. The construction drawings for Phase One of the project are currently underway. Generally, these near-term improvements are planned to include renovations to the Page Museum, implementation of the Master Plan envisioned design for the Central Green, and landscaping improvements throughout the 13-acre project site. While the first phase of planned construction does not include the New Museum Building, the new building continues to be an element of the Master Plan that could be constructed in the future.

Construction of Phase One of the project is expected to last approximately 21 months. Work is currently scheduled to begin in the fall of 2026, with a target completion date in mid-2028. This is only a preliminary construction schedule, which could shift or be otherwise modified once the construction contractor is onboard and construction plans are further detailed. An illustration of Phase One of the Master Plan project is provided in Figure 2-1.



Figure 2-1. Conceptual illustration of the proposed Phase One of the La Brea Tar Pits Master Plan.³

³ Conceptual illustrations are provisional upon finalization of the site plan. Potential refinements to the site plan are contemplated in Chapter 3, *Impact Analysis*.

As depicted in the current architectural and engineering drawings for the first phase (Gruen Associates 2025), the initial phase of the project would include the following:

- Renovation of the existing Page Museum (internal and external), including modifications to the northwest corner of the building and creation of an exterior accessible ramp to the Page Museum terrace level.
 - The net change in the Page Museum square footage from the Approved Master Plan to the Proposed Revised Project is 2,813 square feet of additional space.
 - The addition on the north side of the Page Museum would also include an external elevator structure (not included in the square footage calculations above). The elevator would replace the existing mechanical area enclosure located between the Page Museum and the parking lot and would primarily provide service access (e.g., for catering and events).
- Relocation of the Page Museum building entrance to the northwest corner of the building; the existing main entrance to the Page Museum would be replaced with trees and proposed stepped seating.
- Creation of a landmass with accessible ramp and bridge to the Page Museum terrace level.
- Creation of the Central Green between the Page Museum and landmass.
- Enhancements to the parking lot, including a new slurry coat and striping; remediation of existing tar seep structures; and new landscaping. Neither the location of the parking lot nor the number of spaces would be changed. Parking lot improvements would include upgrading the parking lot to meet current code (including parking to comply with the Americans with Disabilities Act [ADA]), new wheel stops, and addressing/filling of existing tar seeps; to accommodate these improvements, the existing tree wells/planters would be modified.
- Improvements to the landscaped areas throughout the 13-acre project site, with an emphasis on the areas in need of replenishment and enhancement. These planned improvements include removal of existing trees and new plantings throughout the project area that are consistent with the vision and planting plan established by the Approved Project. Specifically, these improvements include providing the following throughout the 13-acre project site:
 - Wayfinding signage.
 - Updated light fixtures and features.
 - New and replacement trees, plantings, boulders, and irrigation.
 - Data, power, signage, and new and/or refreshed pavement.
 - New outdoor furniture/benches.
- Installation of two bioswales.
- Installation of a new gate, signage walls, and signage at the Wilshire Boulevard and South Curson Avenue corner of the park.
- Installation of new signage walls and signage at interface points with the LACMA campus.

The planned first phase of Master Plan construction in no way limits the ability of the NHMLAC to implement the full vision of the Master Plan in future years.

The certified Final EIR anticipated that excavations would reach 10 feet below ground surface. The deepest excavations anticipated for the original adopted Master Plan were expected to occur for

construction of the New Museum Building. Because Phase One does not include construction of the New Museum Building, anticipated excavation for Phase One is shallower than what was contemplated by the certified Final EIR. As well, construction of the elevator structure would not require significant below grade excavation (i.e., no deeper than 5 feet below ground surface would be required). This depth of excavation is consistent with other anticipated excavation and grading resulting from Phase One of the project in the areas around the Page Museum. Overall, the maximum grading and excavation required for Phase One of the project would not exceed the 10 feet below ground surface specified in the Final EIR.

Phase One of the project would also require a fraction of the earthwork (cut/export), imported fill, and construction vehicle trips. The maximum earthwork and vehicle trips provided by the certified Final EIR were developed with phasing in mind. It is estimated that Phase One would require 11,300 cubic yards of cut/export and 5,800 cubic yards of imported fill. Phase One is anticipated to require a maximum of 24 vendor and/or hauling truck trips (one-way) and 38 construction worker vehicles (one-way). The maximum allotment for earthwork, imported fill, and vehicle trips described in the certified Final EIR would not require revision.

2.2.2 Page Museum Renovations

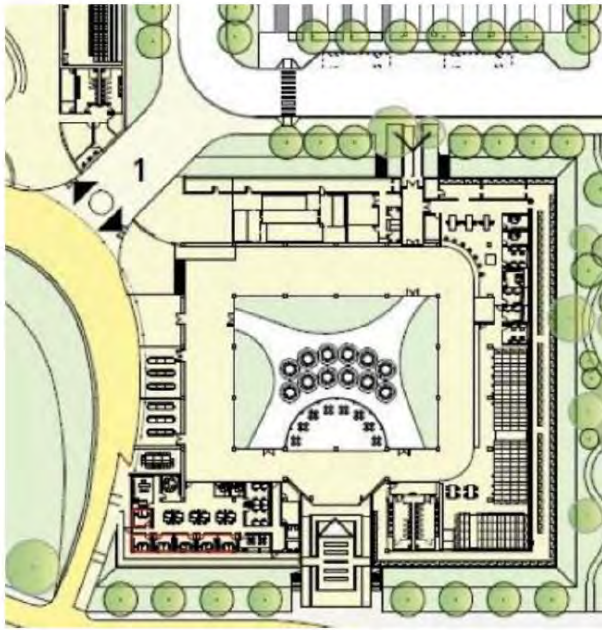
Table 2-1 summarizes the design modifications to the Page Museum from the previously adopted Approved Project. The addition of an external elevator structure north of, and connecting to, the Page Museum would provide service access (e.g., for catering and events). Alterations would be made to the north side of the Page Museum and the northern berm to provide additional interior space prior to the construction of the New Museum Building. The net change in the Page Museum square footage from the Approved Master Plan to the current Proposed Revised Project is 2,813 square feet of additional space.

Table 2-1. Page Museum Design Refinements

Project Component	Description
External Elevator Structure	Construct a new external elevator structure, which would be connected by a walkway to the northern side of the Page Museum terrace. The new external elevator structure would be located where the existing mechanical enclosure is, between the Page Museum and the parking lot. With this renovation, the existing staircase and 1,200 square-foot mechanical enclosure would be demolished, and mechanical equipment would be relocated within the Page Museum renovation underneath the new terrace. The new elevator structure has been designed to be slightly lower than the building height of the Page Museum.
North Side Addition and Berm Alterations	Construct an approximately 2,813-square-foot addition on a portion of the north side of the Page Museum berm to accommodate the new ground-floor addition beneath. This new design would result in a reconfigured berm, which would no longer reach the ground level. This reconfiguration would include constructing a new mechanical well, exterior staircase east of the new elevator, new office space, and a catering kitchen.
Refinements to the Reuse of the Original Primary Entrance	Refinements to the reuse of the existing south entrance for an outdoor education space. These renovations would include the addition of permanent benched seating for a capacity of 58, four of which would be compliant with the ADA; tree wells; handrails; and landscaping, as well as the removal of two existing statues and signage that flank the existing entrance (to be relocated elsewhere on the property).

Figure 2-2 shows the proposed addition on the north side of the Page Museum. Figure 2-3 shows a conceptual drawing of the new proposed elevator structure and the reconfigured northern berm over the new addition. Figure 2-4 provides an eastern elevation of the Page Museum and the proposed elevator structure. Figure 2-5 shows a rendering of the new proposed elevator structure, as viewed from the Central Green, including a cross section of the proposed elevator structure. Figure 2-6 provides an aerial view of the new design of the Page Museum. Please note that these conceptual illustrations are provisional upon finalization of the site plan. Potential refinements to the site plan are contemplated in Chapter 3, *Impact Analysis*.

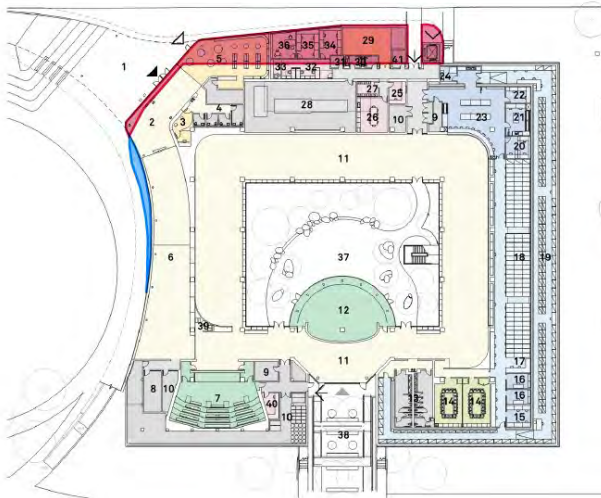
The design for the reuse of the original primary entrance on the south side of the Page Museum would also be further refined (see Figure 2-2 and Figure 2-6). This would include the addition of permanent features such as stepped seating, handrails, and tree wells, as well as the removal of the two statues and signage flanking the existing primary entrance.



**FEBRUARY 4, 2025 BOARD APPROVED
MASTER PLAN**

Page Museum Renovations

Renovate existing building within the same footprint (approximately 63,200 square feet)



CHANGE

Reduction W	186 SF
Addition N/W	2,999 SF

Total: 2,813 SF Addition

PROPOSED REVISED PROJECT

Page Museum Renovations

Renovate existing building and build an addition on the North side.

Figure 2-2. Proposed redesign of the Page Museum renovation showing the expansion of square footage on the north side of the Page Museum.

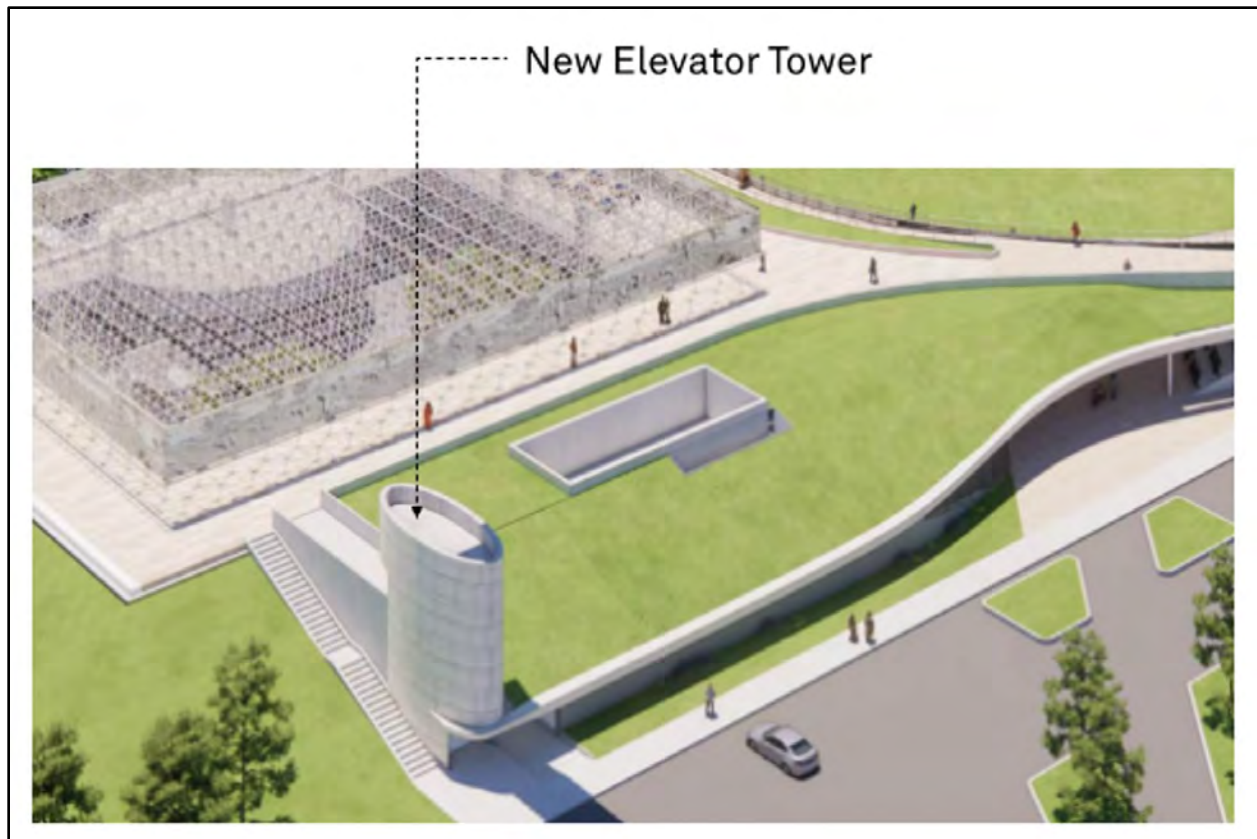


Figure 2-3. The proposed elevator structure and northern berm between the Page Museum and parking lot (facing southwest); the Proposed Revised Project includes a new mechanical well and demolition of the existing mechanical structure in the general location of the proposed structure.

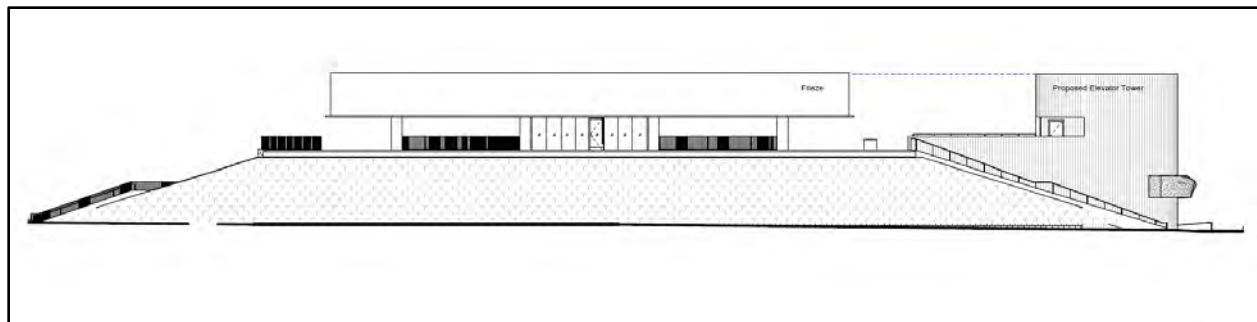


Figure 2-4. East elevation of the Page Museum and the proposed elevator structure.

ELEVATOR HEIGHT



8'-0" ELEVATOR CAB

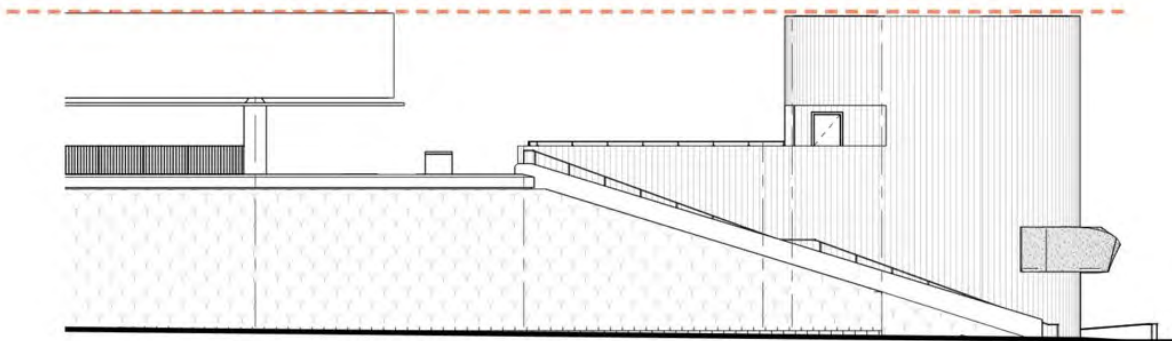


Figure 2-5. View of the proposed elevator structure from the Central Green.

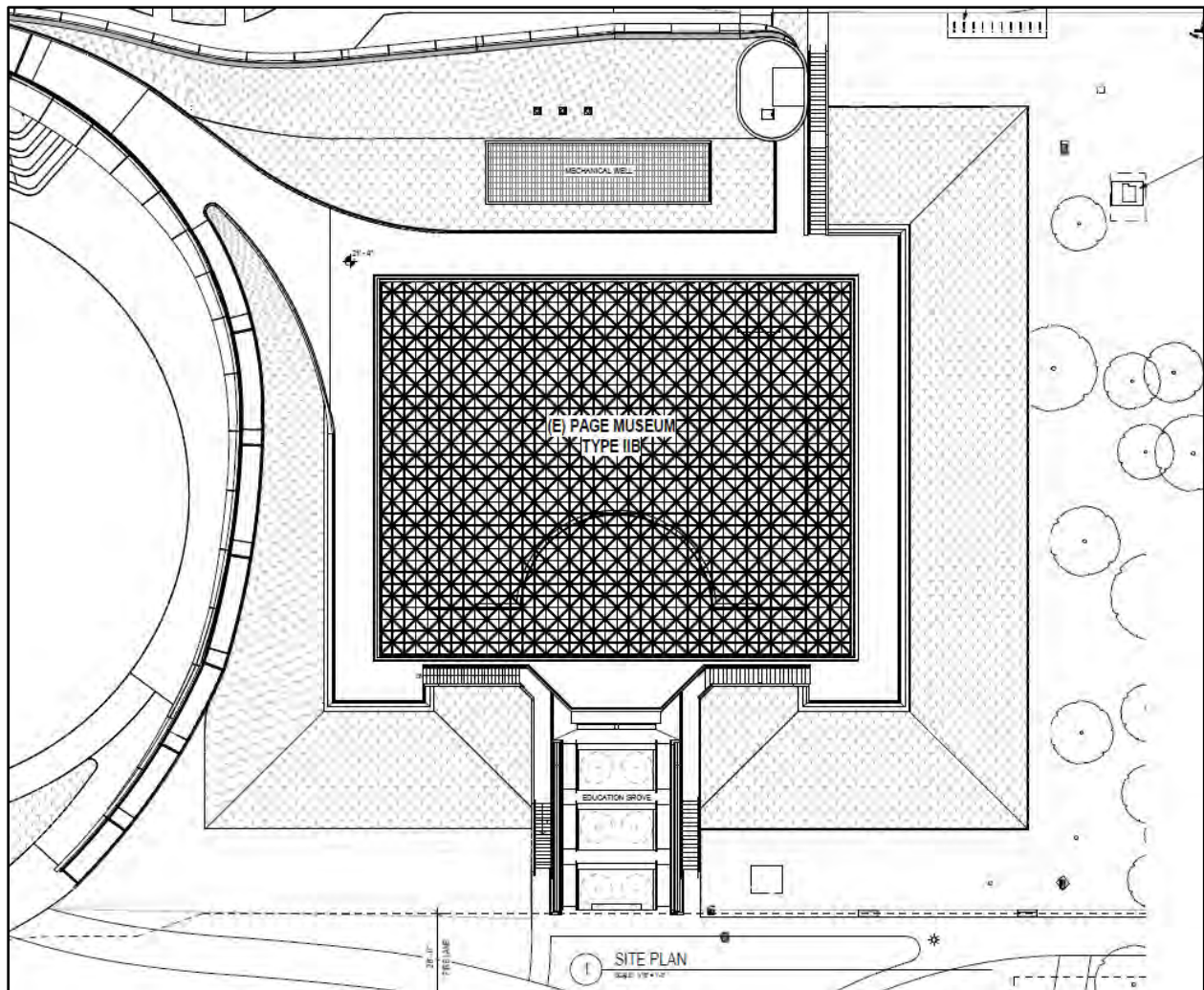


Figure 2-6. Aerial view of the Page Museum with the proposed revisions to the Adopted Master Plan.

2.2.3 New Museum Building

The proposed revisions to the Approved Project would not alter the previously approved design or plans for the New Museum Building. The New Museum Building is expected to be constructed later in a subsequent phase, following the completion of renovations to the Page Museum. Construction drawings have not yet been developed for the New Museum Building.

2.2.4 Pedestrian Path, Recreation Areas, and Landscaping

The proposed revisions to the Approved Project would not change the previously approved design, which would reconfigure the existing on-site pedestrian pathways, improve and expand the Central Green by approximately 4,000 square feet, and establish additional recreation areas, including a children's play area and picnic areas. The proposed revisions to the Approved Project would also not change the previously approved landscape design. Some of these improvements would be included in the first phase of project implementation.

2.2.5 Circulation and Parking

The proposed revisions to the Approved Project would not change the previously approved design, which would relocate the existing parking lot, add new landscaping and vehicle access lanes, and establish a new school drop-off and loading area. However, these improvements are not included in the first phase of the project, which is limited to enhancements to the parking lot, including a new slurry coat and striping, remediation of existing tar seep structures, upgrading the parking lot to meet current code (including parking to comply with the ADA), and new wheel stops. Neither the location of the parking lot nor the total number of spaces would be changed through the currently envisioned first phase. Additional improvements to circulation and parking would occur in the future as outlined in the Approved Project.

CHAPTER 3. IMPACT ANALYSIS

The following discussion details the effects of the proposed revisions to the 2025 La Brea Tar Pits Master Plan Project, as outlined above. All impacts from the certified Final EIR that have a significant impact and/or a potential change in impact based on the 2025 La Brea Tar Pits Master Plan Project are discussed.

3.1 AESTHETICS

3.1.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR found that given the topography of the project site and the relative lack of development as compared to the surrounding dense urban development, including street trees and other landscaping, scenic views or vistas are not visible from the project site. While the project site could be visible within panoramic views, such as from the Hollywood Hills to the north and west of the project site, the project site contributes to the existing urban setting of the area and would not be especially discernible among the surrounding urban development. Therefore, implementation of the project would not have a substantial adverse effect on a scenic vista and impacts would be less than significant.

There are no state-designated scenic highways adjacent to or within the vicinity of the project site. The closest state-designated highway is State Route 110, Arroyo Seco Historic Parkway, a federal byway located approximately 5 miles to the east (California Department of Transportation [Caltrans] 2018). However, the portion of Wilshire Boulevard between Fairfax Avenue and Sycamore Avenue, adjacent to the project site, is a City of Los Angeles (City)-designated scenic highway. The landscaped median is a primary feature that contributes to the scenic value of this portion of the roadway (City of Los Angeles 2016). The Designated Scenic Highways and Guidelines contained within *Mobility Plan 2035* of the *City of Los Angeles General Plan* (City General Plan) describe roadway design, earthwork, and grading design. However, these guidelines would not be applicable to the project since it would not include the modification of Wilshire Boulevard and no earthwork along Wilshire Boulevard is proposed. The unique identity and characteristics of Wilshire Boulevard would not be impacted during either construction or operation of the project. Given there are no designated scenic resources within a State Scenic Highway that would be visible from the project site and the project would not substantially damage or altogether remove visually prominent or character-defining features of the project site nor alter the landscaped median of Wilshire Boulevard, implementation of the project would not substantially damage scenic resources within a state- or City-designated scenic highway. For these reasons, impacts associated with project operation would be less than significant.

The project would require the removal of most of the existing landscaping on the project site, a significant portion of which is visible from Wilshire Boulevard. Given that the loss of on-site trees and landscaping would be temporary, removed trees would be replaced or relocated within the 13-acre project site, and the project would enhance the overall landscaping at the project site, the removal, relocation, and replacement of trees and landscaping would not substantially and adversely alter or degrade the existing visual character of the project site or surrounding area. The project would be consistent with the applicable policies that govern scenic quality in both County and City planning documents during project construction and operation, including the *County of Los Angeles 2035 General Plan* (County General Plan), Los Angeles County Oak Tree Permit Ordinance, City General Plan, *Mobility Plan 2035*, and *Wilshire Community Plan*. Therefore, the project would not conflict with applicable zoning and other regulations governing scenic quality, and impacts would be less than significant.

Construction of the project has the potential to generate light and glare spillover to off-site visual receptors in the vicinity of the project site, including visitors to the publicly accessible facilities located throughout Hancock Park and individuals in the surrounding residential and commercial buildings

adjacent to the project site, as well as motorists, cyclists, and pedestrians traveling along Wilshire Boulevard, South Curson Avenue, and West 6th Street. Given that construction of the project is anticipated to occur over a period of 3 to 4 years, impacts from project-related sources of artificial light and glare during construction and demolition of project could be significant.

Upon project completion, lighting within the project site would include interior and low-level exterior lights adjacent to the buildings and along pathways for security and wayfinding purposes. In addition, low-level lighting for accent signage, parking information, and architectural features would also be incorporated. The New Museum Building would introduce a new source of light that would include exterior lights adjacent to the building and for the second-floor outdoor amenities when in use. The current design of the project does not include electronic signage or signs with flash, mechanical, or strobe lights. However, given the conceptual nature of the project at this stage of design and development, the resulting lighting and design features cannot be determined with certainty, and design details that could create light and potential glare may be introduced as the building plans are more fully developed.

The County's Zoning Ordinance (Title 22 of the County Code) contains provisions intended to limit adverse light and glare impacts. Application of the requirements of Section 22.44.1270, Exterior Lighting, of the County Code related to lighting and shielding would limit the potential of increased lighting on sensitive uses. Additionally, the California Building Code contains standards for outdoor lighting that are intended to reduce light pollution by regulating light power and brightness, shielding, and sensor controls. Currently, the façade of the New Museum Building and the renovated Page Museum would be constructed using nonreflective materials, consistent with the exterior materials of nearby buildings. However, the architectural plans for the new buildings are at a conceptual stage and reflective materials, obtrusive lighting, and other design features could be introduced during the later design stages that may not be consistent with specifications included in Title 22 of the County Code. Further, given the project site is not zoned by the County, enforcement of the application of Title 22 of the County Code cannot be assured without the provision of a mitigation measure requiring application of these requirements. For these reasons, light and glare impacts after construction of the project could be significant. Implementation of Mitigation Measure AES/mm-4.1 during project construction and Mitigation Measure AES/mm-4.2 during project operation would reduce impacts related to light and glare to less than significant.

3.1.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review			
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
<i>Except as provided in PRC Section 21099, would the project:</i>					
(a) Have a substantial adverse effect on a scenic vista?	LTS	No	No	No	Yes
(b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	LTS	No	No	No	Yes

	Level of Impact in Certified FEIR	Conditions Requiring Subsequent Review			
		Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
(c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	LTS	No	No	No	Yes
(d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	LTS/M	No	No	No	Yes

Note: LTS/M = less than significant with mitigation; LTS = less than significant

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

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that given there are no formally designated scenic viewsheds, vistas, features, or ridgelines located within or adjacent to the project site, construction activities associated with the Approved Project would not result in a substantial adverse effect on a scenic vista, and impacts would be less than significant. Given that the proposed modifications to the Approved Project are limited to the addition of an external elevator structure to the north of, and connecting to, the Page Museum and alterations to the north side of the Page Museum and northern berm, and the boundary of the project site would remain the same, impacts of the Proposed Revised Project would remain *less than significant*.

Additionally, since certification of the 2025 Final EIR, the NHMLAC has determined the anticipated first phase of project construction. The certified Final EIR was developed with potential phasing in mind; the 2025 Final EIR analyzed worst-case scenarios considering potential phasing. Therefore, the establishment of construction phasing of the Approved Project is a minor change to the certified Final EIR and would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Impacts would remain *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that while operation of the Approved Project would alter the existing visual character of the project site, it would not adversely affect scenic vista or obstruct views of visual resources, and impacts would be less than significant. The modifications to the Approved Project are limited to the addition of an external elevator structure to the north of, and connecting to, the Page Museum as well as alterations to the north side of the Page Museum and northern berm to provide additional internal space. The new external elevator structure would be located where the existing

mechanical enclosure is, between the Page Museum and the parking lot. With this modification to the Approved Project, the existing mechanical enclosure would be removed, and mechanical equipment would be located within the Page Museum renovation underneath the new terrace, thereby improving the visual character of the project site. The new elevator structure has been designed to be slightly lower than the building height of the Page Museum and would therefore not result in an adverse effect to scenic vista or obstruct views of visual resources. Therefore, impacts would remain *less than significant*.

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

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project would not substantially damage scenic resources within a state- or City-designated Scenic Highway during project construction and impacts during construction of the project would be less than significant. As there are no state-designated scenic highways adjacent to or within the vicinity of the project site, impacts associated with construction of the minor modifications to the Approved Project would remain *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project would not substantially damage scenic resources within a state- or City-designated Scenic Highway during project operation and impacts during operation of the project would be less than significant. Given there are no designated scenic resources within a State Scenic Highway that would be visible from the project site and the project would not substantially damage or altogether remove visually prominent or character-defining features of the project site nor alter the landscaped median of Wilshire Boulevard, implementation of the Proposed Revised Project would not substantially damage scenic resources within a state- or City-designated scenic highway. For these reasons, impacts associated with Proposed Revised Project operation would remain *less than significant*.

c) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project would not conflict with applicable zoning and other regulations governing scenic quality during project construction or operation, and impacts during construction and operation of the project would be less than significant. Given that the modifications to the Approved Project are limited to the addition of an external elevator structure, alterations to the north side of the Page Museum and northern berm to provide additional internal space, and establishing project construction phasing, implementation of the project would not conflict with the policies that govern scenic quality in the County General Plan, Los Angeles County Oak Tree Permit Ordinance, City General Plan, *Mobility Plan 2035*, or *Wilshire Community Plan*, and impacts would remain *less than significant*.

d) Would the project create a new source of substantial light and glare which would adversely affect daytime or nighttime views in the area?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project could create a new source of substantial light or glare during construction activities as part of the final building and project design, which could adversely affect daytime or nighttime views in the area, and impacts during construction of the project could be *significant*. Implementation of Mitigation Measure AES/mm-4.1 during project construction would reduce impacts related to light and glare to less than significant. As discussed in the 2025 Final EIR, the façade of the New Museum Building and renovations to the Page Museum would be constructed using nonreflective materials, consistent with the exterior materials of nearby buildings. The revisions to the Approved Project, including the addition of the elevator structure, alterations to the north side of the Page Museum and northern berm, and reuse of the original primary entrance, would not change plans to construct renovations using nonreflective materials consistent with the exterior materials of nearby buildings. Mitigation Measure AES/mm-4.1 would continue to apply to development associated with the revisions to the Approved Project. Therefore, with implementation of the Proposed Revised Project, impacts would remain *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project could create a new source of substantial light or glare during project operation as part of the final building and project design, which could adversely affect daytime or nighttime views in the area, and impacts during operation of the project could be *significant*. Implementation of Mitigation Measure AES/mm-4.2 during project operation would reduce impacts related to light and glare to less than significant. The revisions to the Approved Project would not change hours of operations of the Page Museum. Mitigation Measure AES/mm-4.2 would continue to apply to development associated with the revisions to the Approved Project. Therefore, with implementation of Mitigation Measure AES/mm-4.2, impacts would remain *less than significant with mitigation*.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.1.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures AES/mm-4.1 and AES/mm-4.2 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
AES/mm-4.1	<i>During project construction, the following measures shall be required:</i> <i>The hours of construction activities shall be limited to between 7:00 a.m. and 9:00 p.m. on weekdays and between 8:00 a.m. and 6:00 p.m. on Saturdays and national holidays, with no construction permitted on Sundays.</i> <i>If construction during evening hours is deemed necessary, construction-related illumination shall be used for safety and security purposes only. Additionally, any construction lighting shall be directed toward the area undergoing work, which requires that construction lighting be shielded and/or aimed so that no direct beam illumination would fall outside of the project site boundary.</i>
AES/mm-4.2	<i>The project shall implement the following design features:</i> <i>All façades and/or building surfaces including glass windows shall be constructed using nonreflective materials or be treated with nonreflective coating.</i> <i>All light emanating from new uses shall be either low scaled lighting or shielded to focus lighting and prevent lighting from spilling onto adjacent sensitive uses.</i> <i>The project shall not include outdoor lighting that causes residential property to be illuminated by more than two footcandles of lighting intensity or receive direct glare from the light source.</i> <i>All lights used to illuminate parking areas shall be designed, located, and arranged to reflect the light away from any street and any adjacent premises.</i> <i>Signage with a light intensity of greater than three footcandles above ambient lighting, as measured at the property line of the nearest residentially zoned property, shall be prohibited.</i>

3.2 AIR QUALITY

3.2.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR found that the Approved Project would not have a significant long-term impact on the region's ability to meet federal and state air quality standards. Further, the Approved Project would be consistent with the land use assumptions included in the Air Quality Management Plan (AQMP). Therefore, the Approved Project would be consistent with the South Coast Air Quality Management District's (SCAQMD's) AQMP during both project construction and operation, and impacts would be less than significant.

The California Emission Estimator Model (CalEEMod) was used to calculate air pollutant emissions that would occur during proposed construction activities, which is anticipated to last approximately 4 years. Estimated unmitigated construction emissions for all pollutants (volatile organic compounds [VOCs], nitrogen oxides [NO_x], carbon monoxide [CO], particulate matter 10 microns or less in diameter [PM₁₀], and particulate matter 2.5 microns or less in diameter [PM_{2.5}]) are below SCAQMD regional significance thresholds. The project would be required to comply with SCAQMD Rule 403 to control dust emissions generated during any dust-generating activities. Adherence to SCAQMD Rule 403 would further reduce construction-related emissions of fugitive dust at the project site. Therefore, construction-related impacts would be less than significant. CalEEMod was used to calculate the maximum daily emissions associated with operation of the project in 2028 at buildout. Maximum daily operational emissions of VOCs, NO_x, CO, sulfur oxides (SO_x), PM₁₀, and PM_{2.5} generated by the project would not exceed the SCAQMD's significance thresholds. Therefore, operational impacts would be less than significant.

A localized significance threshold (LST) analysis was performed to evaluate localized air quality impacts to sensitive receptors in the immediate vicinity of the project as a result of project activities. Proposed

construction activities would not generate emissions in excess of LSTs for the Central Los Angeles area; therefore, project construction would not expose sensitive receptors to localized emissions concentrations in excess of SCAQMD standards, and construction impacts related to localized emissions concentrations would be less than significant.

A construction health risk assessment (HRA) was performed to estimate the Maximum Individual Cancer Risk and Chronic Hazard Index for residential receptors resulting from project construction. The HRA results from the unmitigated scenario show that project construction would result in a Residential Chronic Hazard Index of 0.08, which is below the 1.0 significance threshold; however, project construction would result in cancer risks exceeding the 10 in 1 million threshold. For these reasons, without mitigation, project construction could result in toxic air contaminants exposure that could be significant. With implementation of Mitigation Measure AQ/mm-3.1, diesel particulate matter would be reduced during the construction period and substantial pollutant concentrations would be less than significant. In addition, an operational HRA was performed to estimate the Maximum Individual Cancer Risk and Chronic Hazard Index for residential receptors as a result of operation of the project, including truck trips and off-road/stationary equipment. Approved Project operational activities would result in a Residential Maximum Individual Cancer Risk of 7.81 in 1 million, which would be less than the significance threshold of 10 in 1 million. Project operations would also result in a Residential Chronic Hazard Index of 0.003, which is below the 1.0 significance threshold. Thus, operational impacts associated with potential cancer risk would be less than significant.

Because the project would not increase daily traffic volumes at any study intersection to more than 100,000 vehicles per day as shown in the La Brea Tar Pits Master Plan Final Transportation Assessment (Kittelson and Associates, Inc. 2022), a CO hot spot is not anticipated to occur during either construction or operation, and associated impacts would be less than significant.

Construction activities associated with the project may generate detectable odors from heavy-duty equipment exhaust and architectural coatings. However, construction-related odors would be temporary and would not generate a new, long-term source of odor within the project area. In addition, the project would be required to comply with 13 California Code of Regulations (CCR) 2449(d)(3) and 2485, which would further reduce the detectable odors from heavy-duty equipment exhaust. The project would also be required to comply with the SCAQMD Regulation XI, Rule 1113 – Architectural Coating, which would minimize odor impacts from reactive organic gas emissions during architectural coating. Therefore, impacts related to the generation of adverse odors or other emissions during project construction would be less than significant. Operation of the project does not include any component with the potential to generate odorous emissions that could affect a substantial number of people. Therefore, impacts related to the generation of adverse odors or other emissions during project operation would be less than significant.

3.2.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review			
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
<i>Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:</i>					
(a) Conflict with or obstruct implementation of the applicable air quality plan?	LTS	No	No	No	Yes
(b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	LTS	No	No	No	Yes
(c) Expose sensitive receptors to substantial pollutant concentrations?	LTS/M	No	No	No	Yes
(d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	LTS	No	No	No	Yes

Note: LTS/M = less than significant with mitigation; LTS = less than significant

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

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project would not conflict with or obstruct implementation of applicable air quality plans during either construction or operation; therefore, construction and operation impacts would be less than significant. Revisions to the Approved Project are limited to the addition of an external elevator structure to the north of, and connecting to, the Page Museum, as well as alterations to the north side of the Page Museum and northern berm to provide additional internal space. These modifications would not result in conflict with the AQMP air quality standards, as the project would remain consistent with the population and employment growth projections, the project would continue to implement all feasible mitigation measures, and the project would remain consistent with AQMP land use policies. Therefore, impacts to applicable air quality plans would remain *less than significant*.

Additionally, since certification of the 2025 Final EIR, the NHMLAC has determined the anticipated first phase of project construction. The certified Final EIR was developed with potential phasing in mind and analyzed worst-case scenarios considering potential phasing. Each of the environmental resource analyses in the 2025 Final EIR provided for the most conservative analysis to allow flexibility in how the project is to be constructed. Therefore, impacts would remain *less than significant* with implementation of the Proposed Revised Project, as project phasing was analyzed in the certified Final EIR.

b) Would the project result in a cumulatively considerable new increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the Approved Project would not result in a cumulatively considerable net increase of criteria pollutants that would exceed applicable SCAQMD thresholds during construction, and construction impacts would be less than significant. Compared to the Approved Project, the Proposed Revised Project would result in a net increase of 2,813 square feet in floor area. However, pollutants from on-site sources (off-road construction equipment, soil disturbance, and VOC off-gassing from asphalt pavement application) and off-site sources (vendor trucks, haul trucks, and worker vehicle trips) would remain consistent with those analyzed in the certified Final EIR as the overall building area increase of the Page Museum would not result in an increase in the amount of on-site sources (off-road construction equipment, soil disturbance, and VOC off-gassing from asphalt pavement application) or off-site sources (vendor trucks, haul trucks, and worker vehicle trips). Therefore, construction impacts would remain *less than significant*.

Additionally, as noted in response to Impact Discussion 3.2(a), since certification of the 2025 Final EIR, the NHMLAC has determined the anticipated first phase of project construction. The certified Final EIR analyzed worst-case scenarios considering potential phasing. Each of the environmental resource analyses in the 2025 Final EIR provided for the most conservative analysis to allow flexibility in how the project is to be constructed. Therefore, impacts would remain *less than significant* with implementation of the Proposed Revised Project, as project phasing was analyzed in the certified Final EIR.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the Approved Project would not result in a cumulatively considerable net increase of criteria pollutants that would exceed applicable SCAQMD thresholds during operation, and operational impacts would be less than significant. As the overall building area of the Page Museum would increase by 6.5% with implementation of the Proposed Revised Project, operational emissions (emissions from mobile vehicle trips, area sources, water, waste, off-road and stationary sources, and energy sources) would remain consistent with those identified in the certified Final EIR. A potential increase of 6.5% to each of the criteria pollutants would not exceed the SCAQMD's significance thresholds as each of the criteria pollutants is significantly lower than each threshold prior to mitigation. Therefore, operational impacts would remain *less than significant*.

Additionally, as noted in response to Impact Discussion 3.2(a), since certification of the 2025 Final EIR, the NHMLAC has determined the anticipated first phase of project construction. The certified Final EIR analyzed worst-case scenarios considering potential phasing. Each of the environmental resource analyses in the 2025. Therefore, with implementation of Mitigation Measure AQ/mm-3.1, the Proposed Revised Project's impacts to sensitive receptors would remain *less than significant with mitigation*.

Additionally, as noted in response to Impact Discussion 3.2(a), since certification of the 2025 Final EIR, the NHMLAC has determined the anticipated first phase of project construction. The certified Final EIR analyzed worst-case scenarios considering potential phasing. Each of the environmental resource analyses in the 2025 Final EIR provided for the most conservative analysis to allow flexibility in how the project is

to be constructed. Therefore, impacts would remain *less than significant* with implementation of the Proposed Revised Project, as project phasing was analyzed in the certified Final EIR.

c) *Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?*

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR found that the project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people during project construction, and construction impacts would be less than significant. Construction of the Proposed Revised Project would continue to be required to comply with 13 CCR 2449(d)(3) and 2485; SCAQMD Regulation XI, Rule 1113 – Architectural Coating; and SCAQMD Rule 403. Therefore, impacts related to the generation of adverse odors or other emissions during construction of the Proposed Revised Project would remain *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR found that the project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people during project operation, and operational impacts would be less than significant. Operation of the Proposed Revised Project would not include any component with the potential to generate odorous emissions that could affect a substantial number of people. Therefore, impacts related to the generation of adverse odors or other emissions during project operation would remain *less than significant*.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.2.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measure AQ/mm-3.1 from the 2025 Final EIR is applicable to the Proposed Revised Project and has been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
AQ/mm-3.1	<i>To reduce the potential for health risks as a result of construction of the project, the following measures shall be implemented:</i> <i>Prior to the start of construction activities, it shall be ensured that all 75 horsepower or greater diesel-powered equipment are powered with CARB-certified Tier 4 Interim engines, except where the County establishes that Tier 4 Interim equipment is not available.</i>

Mitigation Measures	
	There are several other SCAQMD rules and regulations that serve as mitigation measures for the project construction. These rules are: • SCAQMD Rule 403, which requires projects to incorporate fugitive dust control measures; • SCAQMD Rule 1113, which limits the volatile organic compound content of architectural coating; and • SCAQMD Regulation XIII, New Source Review, which requires new on-site facility nitrogen oxide emissions to be minimized through the use of emission control measures (e.g., use of best available technology control technology for new combustion sources such as boilers and water heaters).

3.3 BIOLOGICAL RESOURCES

3.3.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR concluded that one candidate species for listing under the Endangered Species Act—monarch butterfly (*Danaus plexippus*)—has been recorded on the project site in iNaturalist between 2014 and 2023, including results as part of the 2017 La Brea Wildlife Survey (iNaturalist 2017). The potential for other candidate, sensitive, or special-status species of flora or fauna to occur at the project site is low or unlikely. As such, direct and indirect impacts to other sensitive wildlife species during construction (from temporary noise, dust, construction personnel, and equipment) and project operation are not anticipated because no other special-status species are present or expected to occur at the project site. Bats potentially use the project area for foraging but are not known to roost in the project area and current proposed construction activities would have little to no direct impact on bat species.

Implementation of Mitigation Measure BIO/mm-1.1 would reduce construction impacts to any candidate, sensitive, or special-status species to less than significant. Given the project site does not support overwintering aggregations of monarch butterflies and the potential for other candidate, sensitive, or special-status species of flora or fauna is low or unlikely to occur at the project site, operation of the project would not result in impacts, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the U.S. Fish and Wildlife Service (USFWS) or California Department of Fish and Wildlife (CDFW). Impacts during project operation would be less than significant.

Riparian habitat that may be considered under the jurisdiction of the CDFW is present in and along Oil Creek and the Lake Pit. Project construction activities have the potential to disturb the riparian habitat present in and along Oil Creek and the Lake Pit through ground-disturbing activities associated with construction and renovation of the proposed pathways in and around these areas and through the implementation of the proposed features, bioswales, and other modifications proposed by the project. During project operation, indirect impacts to riparian habitat may result from increased visitation and necessary maintenance to sustain the proposed bioswale. Therefore, the project could result in direct and indirect impacts during project construction and operation associated with the riparian wetland habitat present in and along Oil Creek and in or along the Lake Pit. Implementation of Mitigation Measure BIO/mm-2.1 would reduce construction and operation impacts to riparian and wetlands associated with Oil Creek to less than significant. Implementation of Mitigation Measure BIO/mm-3.1 would reduce construction and operation impacts to riparian and wetlands associated with the Lake Pit to less than significant.

As noted above, potential jurisdictional wetland/aquatic resources may be present in and along Oil Creek and the Lake Pit. Project construction and operation may result in impacts to wetland habitat. Therefore, impacts could be significant. Implementation Mitigation Measures BIO/mm-2.1 and BIO/mm-3.1 would reduce construction and operation impacts associated with riparian and wetlands to less than significant.

The project site is not within an identified regional or wildlife corridor habitat linkage (South Coast Wildlands 2008). The project site is bounded on all sides by urban development, with 6th Street to the north, Curson Avenue to the east, Wilshire Boulevard to the south, and the Los Angeles County Museum of Art to the west. The project site does not support the movement of wildlife on a regional level, nor is it recognized as a vital corridor for dispersal or seasonal migration. However, the project site may provide refuge for transitory and migrating bird species, and the large network of street trees in the nearby area may enhance migration to open space areas in the surrounding regional hills and mountains. There is potentially suitable nesting bird habitat present on-site and within 500 feet of the project site boundaries in street trees and landscape vegetation. Due to the presence of potentially suitable nesting bird habitat, the project could directly impact nesting birds during project construction and temporarily impact nesting bird habitat during project operation. Impacts could be significant. The birds present on-site are susceptible to collisions with the existing buildings within the project site and surrounding area. To reduce the risk of birds striking or colliding with the building, new construction would include deterrent features on glass barriers, windows, and building elements likely to present imperceptible barriers for avian species. Implementation of Mitigation Measures BIO/mm-5.1 and BIO/mm-5.2 would reduce construction and operation impacts to nesting birds to less than significant. Beneficial impacts would result from the addition of ground cover, shrubs, and trees native to California. While the project would not create a significant impact related to bird collisions, Mitigation Measure BIO/mm-5.3 would provide for assurances that appropriate features would be integrated into new construction to reduce bird collision incidents.

During both project construction and operation, it is possible that removal, relocation, trimming, or replacement of protected oak trees may be required. Impacts related to potential conflicts with the County of Los Angeles Oak Tree Ordinance during project construction and operation could be significant. Implementation of Mitigation Measures BIO/mm-6.1 and BIO/mm-6.2 would reduce construction and operation impacts related to conflicts with the County of Los Angeles Oak Tree Ordinance to less than significant.

There are no federal, state, or local designated conservation areas on or directly adjacent to the project site. The project site is not within an identified wildlife corridor, and there are no USFWS-designated critical habitats within a 10-mile radius, and no Habitat Conservation Plans or CDFW Natural Community Conservation Plans in the project vicinity. Therefore, project construction and operation would not conflict with any approved state, regional, or local habitat conservation plans, and no impact would occur.

3.3.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review				
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum	
Would the project:						
(a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	LTS/M	No	No	No	Yes
(b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	LTS/M	No	No	No	Yes
(c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	LTS/M	No	No	No	Yes
(d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	LTS/M	No	No	No	Yes
(e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	LTS/M	No	No	No	Yes
(f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	NI	No	No	No	Yes

Note: LTS/M = less than significant with mitigation; LTS = less than significant; NI = no impact

- a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project could result in significant effects during the construction process on one species, the federal candidate monarch butterfly, either directly or through habitat modifications. Implementation of Mitigation Measure BIO/mm-1.1 would reduce construction impacts to any candidate, sensitive, or special-status species to less than significant. Mitigation Measure BIO/mm-1.1 would continue to apply to future development associated with the revisions to the Approved Project. Therefore, with implementation of Mitigation Measure BIO/mm-1.1, impacts would remain *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project would not result in significant effects, either directly or through habitat modifications, on any identified candidate, sensitive, or special-status species, and impacts during project operation would be less than significant. Given the project site does not support overwintering aggregations of monarch butterflies and the potential for other candidate, sensitive, or special-status species of flora or fauna is low or unlikely to occur at the project site, operation of the Proposed Revised Project would not result in impacts, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the USFWS or CDFW. Impacts during operation of the Proposed Revised Project would remain *less than significant*.

- b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project could directly and indirectly impact the riparian wetland habitat associated with Oil Creek during both construction and operation as a reconnaissance survey suggests there may be approximately 0.3 acre of regulated aquatic resources associated with Oil Creek. Impacts during construction and operation could be *significant*. Implementation of Mitigation Measure BIO/mm-2.1 would reduce construction and operation impacts to riparian and wetlands associated with Oil Creek to less than significant. Mitigation Measure BIO/mm-2.1 would continue to apply to future development associated with the revisions to the Approved Project. Therefore, with implementation of Mitigation Measure BIO/mm-2.1, impacts would remain *less than significant with mitigation*.

The certified Final EIR also concluded that the project could directly and indirectly impact the Lake Pit lakebed and its associated riparian habitat during both construction and operation as a reconnaissance survey suggests there may be approximately 1.2 acres of regulated aquatic resources associated with the Lake Pit. Impacts during construction and operation could be *significant*. Implementation of Mitigation Measure BIO/mm-3.1 would reduce construction and operation impacts to riparian and wetlands associated with the Lake Pit to less than significant. Mitigation Measure BIO/mm-3.1 would continue to apply to future development associated with the revisions to the Approved Project. Therefore, with implementation of Mitigation Measure BIO/mm-3.1, impacts would remain *less than significant with mitigation*.

c) *Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrologic interruption, or other means?*

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project site may contain potential jurisdictional wetland/aquatic resources in and along Oil Creek and the Lake Pit. Project construction and operation may result in impacts to wetland habitat. Impacts during construction and operation of the project could be *significant*. Implementation of Mitigation Measures BIO/mm-2.1 and BIO/mm-3.1 would reduce construction and operation impacts associated with riparian and wetlands to less than significant. Mitigation Measures BIO/mm-2.1 and BIO/mm-3.1 would continue to apply to future development associated with the revisions to the Approved Project. Therefore, with implementation of Mitigation Measures BIO/mm-2.1 and BIO/mm-3.1, impacts would remain *less than significant with mitigation*.

d) *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project could directly impact nesting birds during project construction and temporarily impact nesting bird habitat during project operation. Impacts during construction and operation of the project could be *significant*. Implementation of Mitigation Measures BIO/mm-5.1 and BIO/mm-5.2 would reduce construction and operation impacts to nesting birds to less than significant. Beneficial impacts would result from the addition of ground cover, shrubs, and trees native to California. While the project would not create a significant impact related to bird collisions, Mitigation Measure BIO/mm-5.3 would provide for assurances that appropriate features would be integrated into new construction to reduce bird collision incidents. Mitigation Measures BIO/mm-5.1, BIO/mm-5.2, and BIO/mm-5.3 would continue to apply to future development associated with the revisions to the Approved Project. Therefore, with implementation of Mitigation Measures BIO/mm-5.1, BIO/mm-5.2, and BIO/mm-5.3, impacts would remain *less than significant with mitigation*.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that removal, relocation, trimming, or replacement of the 13 protected oak trees on the project site during project construction and operation could potentially conflict with the County of Los Angeles Oak Tree Ordinance. Impacts during construction and operation of the project could be *significant*. Implementation of Mitigation Measures BIO/mm-6.1 and BIO/mm-6.2 would reduce construction and operation impacts related to conflicts with the County of Los Angeles Oak Tree Ordinance to less than significant. Mitigation Measures BIO/mm-6.1 and BIO/mm-6.2 would continue to apply to future development associated with the revisions to the Approved Project. Therefore, with implementation of Mitigation Measures BIO/mm-6.1 and BIO/mm-6.2, impacts would remain *less than significant with mitigation*.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that construction and operation of the project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan, and no impact would occur. As there are no federal, state, or local designated conservation areas on or directly adjacent to the project site, the Proposed Revised Project would continue to result in *no impact* to conservation plans.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.3.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.2, BIO/mm-5.3, BIO/mm-6.1, and BIO/mm-6.2 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
BIO/mm-1.1	To protect the federal candidate monarch butterfly, which is a candidate species for listing under the federal Endangered Species Act, the following measures (BIO/mm-1.1a or BIO/mm-1.1b) shall be implemented: a. Full avoidance of impacting any milkweed populations on-site with observable monarch eggs and larvae. After obtaining permits and prior to construction, all individual milkweed plants will be surveyed. All individual plants found with eggs or larvae will be flagged for re-survey and avoidance. Individual plants without eggs and larvae will be

Mitigation Measures	
	removed. Flagged plants will be re-surveyed and removed when no eggs or larvae are present. All tropical milkweed will be replaced with native narrowleaf milkweed (<i>Asclepias fascicularis</i>) following construction. OR b. If monarch eggs and larvae are not present, any tropical milkweed populations in the project area should be replanted with native narrowleaf milkweed and other nectar-providing plants following construction activities. All tropical milkweed on the property will be assessed for the absence of monarch eggs and larvae and replaced with narrowleaf milkweed after construction.
BIO/mm-2.1	Impacts to Oil Creek may be avoidable but are subject to final project design. To protect sensitive and regulated aquatic resources associated with Oil Creek, one of the following measures (BIO/mm-2.1a or BIO/mm-2.1b) shall be implemented: a. Full avoidance of Oil Creek, including riparian habitats. To attain full avoidance of Oil Creek, construction and ground disturbance shall not occur within 125 feet of the centerline of Oil Creek. The limits of riparian habitat shall be flagged and construction fencing erected to clearly denote the limits of construction. No overnight staging of equipment or materials shall occur within the protected “no work” zone as delineated by the fencing. Storing, fueling, and equipment maintenance shall not occur in locations where spilled materials could potentially enter Oil Creek and its associated riparian habitat. Spill kits/absorbent clean-up materials shall be available on-site. All equipment and vehicles shall be checked and maintained daily to prevent spills of fuel, oil, and other hazardous materials. A designated staging area shall be established for vehicle/equipment parking and storage of fuel, lubricants, and solvents a minimum of 100 feet outside of the protected zone. All fueling and maintenance activities shall take place in the designated staging area. OR b. If full avoidance of Oil Creek and a designated “no work” buffer is not possible after determination of final design, the following measures shall be required: i. A formal aquatic resources delineation shall be implemented to determine the jurisdictional boundaries of the Oil Creek feature. The delineation shall determine the limits of potentially regulated aquatic resources, the riparian features, and an appropriate buffer for protection (the “protected zone”). The aquatic resources delineation shall identify all appropriate jurisdictional agencies and be used in securing all applicable permits prior to construction and after a project final design has been determined. At the discretion of the regulatory agencies, the requirements of the permits may supplement or exceed the requirements of this measure. If permits are required, all environmental requirements of the regulatory permits shall be implemented, and the executed permits shall be kept on-site. ii. Within the riparian habitat and buffer, vegetation removal shall be kept to the minimum necessary to removed diseased and/or non-native vegetation and to implement the features of the Master Plan. Initial removal of vegetation within the riparian habitat shall be monitored full-time by a qualified biologist, and weekly spot-check monitoring shall continue throughout the construction of the project. Work within riparian habitat shall not be conducted during or immediately after a rain event. iii. A restoration plan, prepared by a qualified restoration ecologist, shall be prepared and implemented. The restoration plan will include detailed success criteria, typically associated with 80% relative cover to pre-project baseline conditions with less than 10% invasive cover, to provide replacement habitat at an equal or better value than the existing Oil Creek riparian corridor, within 5 years of planting. The final plan shall be approved by the County of Los Angeles Museum of Natural History, the County Department of Regional Planning, and the permitting agencies (if any). At a minimum, restoration requirements included in the plan and implemented shall include the following:

Mitigation Measures	
	▪ Native tree replacement requirements consistent with the requirements of the Plant Pest and Disease Management Plan (BIO/mm-6.2). ▪ A detailed planting scheme identifying the location and sizes of all container stock. ▪ Details on planned irrigation which shall provide for successful plant establishment; survival should occur without supplemental irrigation for at least 2 years. ▪ Annual monitoring, maintenance, and adaptive management measures and annual reporting requirements. iv. The riparian habitat and buffer specified in the aquatic resources delineation shall be flagged and construction fencing erected to clearly denote the limits of the protected zone. No overnight staging of equipment or materials shall occur within the protected zone. Storing, fueling, and equipment maintenance shall not occur in locations where spilled materials could potentially enter Oil Creek and its associated riparian habitat. Spill kits/absorbent clean-up materials shall be available on-site. All equipment and vehicles shall be checked and maintained daily to prevent spills of fuel, oil, and other hazardous materials. A designated staging area shall be established for vehicle/equipment parking and storage of fuel, lubricants, and solvents a minimum of 100 feet outside of the protected zone. All fueling and maintenance activities shall take place in the designated staging area. v. Mitigation requirements and permit conditions shall be conveyed to construction crews prior to construction.
BIO/mm-3.1	This mitigation measure only applies to project features implemented in and around the Lake Pit, including the pedestrian path and bridge. The following measures shall be implemented prior to the implementation of these features: a. A formal aquatic resources delineation shall be implemented to determine the jurisdictional boundaries of the Lake Pit features. The delineation shall determine the limits of potentially regulated aquatic resources, the riparian features, and an appropriate buffer for protection (the "protected zone"). The aquatic resources delineation shall identify all appropriate jurisdictional agencies and be used in securing all applicable permits prior to construction and after a project final design has been determined. At the discretion of the regulatory agencies, the requirements of the permits may supplement or exceed the requirements of this measure. If permits are required, all environmental requirements of the regulatory permits shall be implemented, and the executed permits shall be kept on-site. b. Within the riparian habitat and buffer, vegetation removal shall be kept to the minimum necessary to remove diseased and/or non-native vegetation and to implement the features of the Master Plan. Initial removal of vegetation within the riparian habitat shall be monitored full-time by a qualified biologist, and weekly spot-check monitoring shall continue throughout the construction of the project. Work within riparian habitat shall not be conducted during or immediately after a rain event. c. A restoration plan, prepared by a qualified restoration ecologist, shall be prepared and implemented. The restoration plan will include detailed success criteria, typically associated with 80% relative cover to pre-project baseline conditions with less than 10% invasive cover, to provide replacement habitat at an equal or better value than the existing riparian vegetation within and along the margins of the Lake Pit, within 5 years of planting. The final plan shall be approved by the County of Los Angeles Museum of Natural History, the County Department of Regional Planning, and the permitting agencies (if any). At a minimum, restoration requirements included in the plan and implemented shall include the following: - o A detailed planting scheme identifying the location and sizes of all container stock.

Mitigation Measures	
	- o Details on planned Irrigation which shall provide for successful plant establishment; survival should occur without supplemental irrigation for at least 2 years. - o Five years of annual monitoring, maintenance, and adaptive management measures and annual reporting requirements. d. The riparian habitat and buffer specified in the aquatic resources delineation shall be flagged and construction fencing erected to clearly denote the limits of the protected zone. No overnight staging of equipment or materials shall occur within the protected zone. Storing, fueling, and equipment maintenance shall not occur in locations where spilled materials could potentially enter the Lake Pit and its associated riparian habitat. Spill kits/absorbent clean-up materials shall be available on-site. All equipment and vehicles shall be checked and maintained daily to prevent spills of fuel, oil, and other hazardous materials. A designated staging area shall be established for vehicle/equipment parking and storage of fuel, lubricants, and solvents a minimum of 100 feet outside of the protected zone. All fueling and maintenance activities shall take place in the designated staging area. e. Mitigation requirements and permit conditions shall be conveyed to construction crews prior to construction.
BIO/mm-5.1	To avoid impacts to nesting birds, one of the following measures (BIO/mm-5.1a or BIO/mm-5.1b) shall be implemented: a. If possible, no vegetation trimming, pruning, removal, construction, or grading shall occur during the nesting and breeding season (January 1 through September 15). OR b. If activities associated with vegetation trimming, pruning, removal, construction, or grading are necessary during the bird nesting and breeding season (January 1 through September 15), the following measures shall be implemented: - o A qualified biologist shall conduct surveys for active nests weekly, beginning 14 days prior to initiation of any new construction activities, with the last survey conducted no more than 3 days prior to the start of clearance/construction work. If ground-disturbing activities are delayed, additional preconstruction surveys should be conducted so that no more than 3 days have elapsed between the survey and ground-disturbing activities. - o Active nests found within 100 feet of the construction zone shall be delineated with highly visible construction fencing or other exclusionary material that would inhibit entry by personnel or equipment into the buffer zone. The size of the buffer zone shall be at the discretion of the qualified biologist and shall be no less than 25 feet. Raptors may require a larger buffer zone, up to 300 feet. Installation of the exclusionary material shall be completed by construction personnel under the supervision of a qualified biologist prior to initiation of construction activities. The buffer zone shall remain intact and maintained while the nest is active (i.e., occupied or being constructed by at least one adult bird) and until young birds have fledged and no continued use of the nest is observed, as determined by a qualified biologist. The barrier shall be removed by construction personnel only at the direction of the biologist.
BIO/mm-5.2	New and replacement trees shall be 24-inch box specimen trees or larger to reduce temporary impacts to nesting birds.
BIO/mm-5.3	To reduce the risk of birds striking or colliding with the building, new construction would include deterrent features on glass barriers, windows, and building elements likely to present imperceptible barriers for avian species. These features would include ceramic frit patterns and/or other features that meet the criteria from the American Bird Conservancy for bird friendly glazing.

3.4 CULTURAL RESOURCES – ARCHAEOLOGICAL RESOURCES

3.4.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR found that the project site contains LAN-159/H, which is California Register of Historical Resources (CRHR)-eligible under Criterion 4 because it possesses sufficient archaeological data with the potential to contribute important information to history and it retains integrity. In addition to previously recorded resources within the project area, Phase 1 and Phase 2 investigations at the project site determined that there is potential for previously undocumented cultural resources to be located within the project area (Millington and Dietler 2023).

The project site also contains Hancock Park – La Brea (California Historical Landmark [CHL] No. 170 and P-19-171007, a National Register of Historic Places (NRHP)/CRHR-eligible site recognized for the historical importance of the fossil discoveries to the practice of paleontology in North America. The construction of a new museum and outdoor facilities, renovation of the existing Page Museum and exhibits, and other components of the project would enhance these very aspects of the park, both through its design and by providing additional facilities to conduct these activities. By maintaining open space for recreational uses in the areas adjacent to those dedicated to fossil excavation and analysis, these elements of the site’s significance would continue to be conveyed to the public. Therefore, the project would not result in a substantial change in the significance of CHL No. 170 and P-19-171007. Upon implementation of Mitigation Measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4 to address inadvertent discovery of unknown archaeological resources, construction impacts would be reduced to less than significant. No operational impacts would occur. Operation of the project would not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, there is no potential to encounter, alter, or disturb archaeological resources. No impact would occur during project operation.

The project site contains La Brea Tar Pits Archaeological Site (LAN-159/H), which includes, but is not limited to, the partial skeletal remains of a female Native American dated to approximately 10,000 before present (BP). As previously described, the project is anticipated to require ground disturbance over the 13-acre project site, including approximately 53,000 cubic yards of cut/export and 37,000 cubic yards of imported fill with excavations 6 to 10 feet below ground. Because human remains were found in one location, there is a possibility that additional remains may exist elsewhere on the project site. Proposed ground-disturbing activities would have the potential to disturb additional human remains associated with LAN-159/H, if present. Therefore, impacts could be significant. Based on required compliance with California Health and Safety Code Section 7050.5 and the PRC and implementation of Mitigation Measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4 during project construction, impacts would be reduced to less than significant with mitigation. No operational impacts would occur. Operation of the project would not result in ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, there is no potential to disturb any human remains, including those interred outside of formal cemeteries. No impact would occur during project operation.

3.4.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review			
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
<i>Would the project:</i>					
(a) Cause a substantial adverse change in the significance of an archaeological resource pursuant to State CEQA Guidelines Section 15064.5?	LTS/M	No	No	No	Yes
(b) Disturb any human remains, including those interred outside of dedicated cemeteries?	LTS/M	No	No	No	Yes

Note: LTS/M = less than significant with mitigation

a) *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to state CEQA Guidelines Section 15064.5?*

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that during project construction, the project could cause a substantial adverse change in the significance of an unknown archaeological resource. Construction impacts could be *significant*. Upon implementation of Mitigation Measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4 to address inadvertent discovery of unknown archaeological resources, construction impacts would be reduced to less than significant. Mitigation Measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4 would continue to apply to future development associated with the revisions to the Approved Project; therefore, with implementation of Mitigation Measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4, impacts would remain *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that project operation would not cause a substantial adverse change in the significance of an unknown archaeological resource. No operational impacts would occur. Operation of the Proposed Revised Project would not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, there is no potential to encounter, alter, or disturb archaeological resources, and *no impact* would occur.

b) Would the project disturb any human remains, including those interred outside of formal cemeteries?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that construction of the project could disturb previously unidentified human remains if present within the project site, and construction impacts could be *significant*. Based on required compliance with California Health and Safety Code Section 7050.5 and the PRC and implementation of Mitigation Measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4 during project construction, impacts would be reduced to less than significant with mitigation. The Proposed Revised Project would be subject to the requirements of California Health and Safety Code Section 7050.5 and the PRC and would continue to implement Mitigation Measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4 during project construction. Therefore, with implementation of Mitigation Measures CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4, impacts would remain *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that operation of the project would not disturb any human remains, including those interred outside of formal cemeteries. No operational impacts would occur. Operation of the Proposed Revised Project would not result in ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, *no impact* would occur.

Conclusion

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.4.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures CR-ARCH/mm-1.1, CR-ARCH/mm-1.2, CR-ARCH/mm-1.3, and CR-ARCH/mm-1.4 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
CR-ARCH/mm-1.1	<i>Retain a Qualified Archaeologist.</i> a. <i>Prior to initiating any ground-disturbing activities, a Qualified Archaeologist shall be retained. A Qualified Archaeologist is defined as one who meets the Secretary of the Interior's (SOI) Standards for professional archaeology and those defined for a Principal Investigator by the Society for California Archaeology (SCA). The qualifications shall be presented as part of a resume for at least one primary point of contact who will act in capacity as the Qualified Archaeologist but also other key staff who may serve in this role. The resume shall demonstrate their SOI and SCA qualifications and shall be subject to approval by the County.</i>

Mitigation Measures	
	b. <i>Ground-disturbing activities shall include excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, driving posts, augering, backfilling, blasting, stripping topsoil or a similar activity at the project site. The Qualified Archaeologist shall carry out and ensure proper implementation of the mitigation measures and regulatory compliance related to archaeological resources and, where appropriate, tribal cultural resources during the project. The Qualified Archaeologist shall be responsible for establishing a meeting schedule with Page Museum curators and collections managers during implementation of the project to address any outstanding questions or concerns that arise during mitigation efforts to ensure effective communication and coordination.</i> c. <i>No more than 21 days before ground-disturbing activities for the project commence, the Qualified Archaeologist shall submit a letter confirming that they have been retained consistent with the terms of the CR-ARCH/mm-1.1 and attach the professional resumes for all staff who may be acting in the capacity of the Qualified Archaeologist.</i>
CR-ARCH/mm-1.2	<i>Prepare an Archaeological and Tribal Cultural Resources Management Plan (AR-TCR Management Plan).</i> a. <i>Prior to commencing ground-disturbing activities, an AR-TCR Management Plan shall be prepared by the Qualified Archaeologist and submitted to the Page Museum curators and the NHMLAC Curator of Anthropology, who shall review and approve the AR-TCR Management Plan on behalf of the County. The AR-TCR Management Plan shall be prepared in conformance with Public Resources Code Section 5024.1, Title 14 California Code of Regulations, Section 15064.5 of the CEQA Guidelines, and PRC Sections 21083.2 and 21084.1.</i> b. <i>The AR-TCR Management Plan shall include but not be limited to the following elements:</i> i. <i>Historical context statement, research design, and the specific types of archaeological sites likely to be encountered.</i> ii. <i>Construction worker training program (described in CR-ARCH/mm-1.3).</i> iii. <i>Monitoring protocol for ground-disturbing activities that includes a framework for assessing the geoarchaeological setting to determine whether sediments capable of preserving archaeological remains are present in substantial conformance with the Archaeological and Tribal Cultural Resources Assessment and include a protocol for identifying the conditions under which additional or reduced levels of monitoring (e.g., spot-checking) may be appropriate. The duration and timing of the monitoring shall be determined based on the rate of excavation, geoarchaeological assessment, and, if present, the quantity, type, and spatial distribution of archaeological resources identified.</i> iv. <i>Limited program of archaeological presence/absence testing within naturally deposited asphaltic or non-asphaltic alluvial sediments before they are mechanically excavated. In particular, the area of the new museum, promenade, and parking lot expansion shall be further investigated. These investigations shall be conducted via a combination of archaeological units, hand tools, and mechanical trenching. The methods used to conduct the limited archaeological testing shall be coordinated with contractors to ensure that sufficient time is afforded to evaluate the significance of any identified resources, and if they are found to be significant, time to develop and implement a treatment plan appropriate to the type of resource. The timing of any such efforts shall be conducted in localized areas so that delays to project earthwork activities are minimized while allowing archaeological materials to be identified in a manner that retains the scientific integrity of the discovery.</i> v. <i>An approach to evaluate newly identified site components, if applicable, as contributors to the significance of LAN-159/H as a "historical resource" pursuant to CEQA Guidelines Section 15064.5(a) or a "unique</i>

Mitigation Measures	
	archaeological resource" pursuant to PRC 21083.2(g). If any archaeological resources are identified and are found not to be significant or do not retain integrity, then they shall be recorded to a level sufficient to document the contents and condition. vi. Potential treatment plans to be implemented in the event a newly discovered archaeological resource is determined by the Qualified Archaeologist to contribute to the significance of the site as a historical resource based on California Register of Historical Resources criteria or a unique archaeological resource in substantial conformance with the Archaeological and Tribal Cultural Resources Assessment. The AR-TCR Management Plan shall require that if the treatment plans outlined therein are found to be infeasible or other alternatives are proposed, the Qualified Archaeologist shall coordinate with the project proponent and the County to amend the AR-TCR Management Plan with a formal treatment plan that would reduce impacts to the resource(s). The treatment plans stated in the AR-TCR Management Plan or prepared after the discovery of a historical resource, shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and Public Resources Code Sections 21083.2(b) for unique archaeological resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment and if it is determined avoidance is not feasible, treatment may include but not be limited to any of the following depending on the type of resource and the significance evaluation: ▪ Native American archaeological site components. Data recovery shall be conducted (i.e., excavation, laboratory processing and analysis) to remove the resource(s) and reduce potential impacts to less than significant where significance is determined under CRHR Criterion 4 or as a unique archaeological resources and integrity is retained. Additional treatment measures to mitigate potentially significant impacts to the component as a tribal cultural resource, which is to be carried out in consultation with the Tribal Consultants and after considering the status of the discovery as a tribal cultural resource. ▪ Historical archaeological site components. If a historical archaeological component of the site is present and found to retain integrity, data recovery shall be conducted (i.e., excavation, laboratory processing and analysis) to remove the resource(s) and reduce potential impacts to less than significant. vii. Discovery and processing protocol for inadvertent discoveries of archaeological resources that are encountered when an Archaeological Monitor is not present. viii. A process by which recovered materials will be prepared for curation at the Page Museum or the Research and Collections Department at the Natural History Museum of Los Angeles County ~~at the Los Angeles Exposition Park~~, as directed by Page Museum curators and collections managers, and in consultation with Tribal Consultants. The curation shall ensure their long-term preservation and allow access to interested scholars and shall be done at the expense of the County and/or the Foundation. If the materials are Native American in origin or any item of cultural patrimony, the manner of their handling and long-term curation may require additional consultation with the appropriate Native American community that shall be determined as part of a tribal consultation process to be conducted by the County who shall be responsible for the disposition of these materials. ix. The AR-TCR Management Plan shall summarize the requirements for tribal coordination ~~during~~ in the event of an inadvertent discovery of Native American archaeological resources, including the applicable regulatory compliance measures or conditions of approval for the

Mitigation Measures	
	<i>inadvertent discovery of archaeological resources to be carried out in concert.</i>
CR-ARCH/mm-1.3	Conduct an archaeological awareness training. - The Qualified Archaeologist or a designee working under their direction shall provide training to on-site project personnel who are responsible for overseeing ground-disturbing activities (i.e., a foreman or site supervisor) and machine operators. The initial training shall be conducted prior to the start of ground-disturbing activities in the project site. The training shall brief the crews on the regulatory compliance requirements and applicable mitigation measures that must be adhered to during ground-disturbing activities for the protection of archaeological resources. As an element of the worker training, the Qualified Archaeologist or their designee shall advise the construction crews on proper procedures to follow if an unanticipated archaeological resource is discovered during construction, including the authority of Archaeological Monitor(s) to temporarily halt or redirect work away from such a discovery. Workers shall be shown examples of the types of archaeological resources that would require notification of the archaeologist, if encountered. The workers shall be provided with contact information for the Qualified Archaeologist and their designee(s) as part of a brief handout summarizing the critical components of the training. Once the ground-disturbing activities have commenced, the need for additional or supplemental worker trainings shall be determined by the Qualified Archaeologist based upon consultation with project personnel. - Within five days of completing each training, a list of those in attendance shall be provided by the Qualified Archaeologist to a point of contact designated by the Museum of Natural History.
CR-ARCH/mm-1.4	Monitoring for Archaeological Resources. - At least one Archaeological Monitor working under the direction of the Qualified Archaeologist shall be present during ground-disturbing activities to implement the AR-TCR Management Plan. The Archaeological Monitor shall have the authority to temporarily halt or redirect construction activities when an archaeological resource, suspected resource, or archaeologically sensitive sediments are encountered, as determined by the Qualified Archaeologist in consultation with the Page Museum curators. The presence/absence testing protocol shall be implemented within the asphaltic alluvial sediments that have elevated archaeological sensitivity as stipulated in the AR-TCR Management Plan and conducted in concert with Tribal Monitors and applicable tribal cultural measure measures. The Qualified Archaeologist and Archaeological Monitor shall document the results of the presence/absence testing and allow ground-disturbing activities to proceed in the sediments with archaeological sensitivity once the Archaeological and Tribal Monitors have confirmed the absence of resources. The Archaeological Monitor shall continue to monitor the ground-disturbing activities with the depths assessed by the presence/absence testing. Once the Archaeological Monitor identifies sediments or depths of excavation that are not capable of containing or are unlikely to contain archaeological resources, a corresponding reduction of monitoring coverage would be appropriate, and may be recommended by the Qualified Archaeologist. The Archaeological Monitor shall complete a daily written log documenting construction activities and observations, which shall be included in the final report. The number of Archaeological Monitors shall be determined by the County, based on the scale of ground-disturbing activities and a reasonable degree of effort required to implement the mitigation measures. - In the event that potentially significant archaeological resources are exposed during construction, work in the immediate vicinity of the find (within 8 meters [25 feet]) shall stop until the Qualified Archaeologist can evaluate the significance of the find, with input from the tribal monitor if the discovery is affiliated with Native Americans and is also being assessed as tribal cultural resources. Construction

Mitigation Measures	
	<i>activities may continue in other areas in coordination with the Qualified Archaeologist and, if applicable, Tribal Monitors.</i> <i>c. At the conclusion of all ground-disturbing activities the Qualified Archaeologist shall prepare a technical report documenting the methods and results of all work completed under the AR-TCR Management Plan, including, if any, treatment of archaeological materials, results of artifact processing, analysis, and research, and evaluation of the resource(s) for the California Register of Historical Resources. The format and content of the report shall follow the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. Any archaeological resources identified shall be documented on appropriate California Department of Parks and Recreation 523-Series Forms. The report shall be prepared under the supervision of a Qualified Archaeologist and submitted to curators of the Page Museum for initial review (on behalf of the Museum of Natural History, as the County departmental unit), and final copies shall be submitted to the County. The report shall be completed with 12 months of completion of the monitoring, unless other arrangements are required, as documented in writing and approved by the County, given the nature of the discovery, in which case a revised date can be determined through consultation with the Museum of Natural History. The final draft of the report shall be submitted to the South Central Coastal Information Center and the Tribal Consultants.</i>

3.5 CULTURAL RESOURCES – HISTORICAL RESOURCES

3.5.1 Summary of Impacts Identified in the 2025 Final EIR

A Draft EIR was completed for the project, and the County considered the EIR evaluation with respect to the Draft EIR comments made by the commenting entities and individuals, particularly concerns regarding historic resources. The County identified a refined version of the original Draft EIR Alternative 3 as a preferred alternative because it could be designed to address and lessen historic impacts to the Page Museum while still meeting the objectives of the project. The full discussion of Refined Alternative 3 is presented in Chapter 6, *Alternatives Analysis*, of the 2025 Final EIR (Volume II). This alternative became the Approved Project.

The certified Final EIR and the CEQA Findings of Fact (County of Los Angeles 2025) found that the project would have a significant impact related to historical resources. Specifically, the CEQA Findings of Fact for the Approved Project determined that the construction of the Approved Project would result in substantial adverse changes in the significance of a historical resource pursuant to Section 15064.5 of the State CEQA Guidelines. Specifically, the project would cause a substantial adverse change in the significance of two identified historical resources: the La Brea Tar Pits Historic District and the Page Museum. This impact would render both resources no longer eligible for listing as a historical resource. Further, this impact could not be reduced to a level below significance with the implementation of feasible mitigation measures (CEQA Findings of Fact, pages 93–94, CR-HIST Impact 2). Section 5.5, *Cultural Resources – Historical Resources*, of the 2025 Final EIR (Volume II) provides an analysis of the potential for the project to result in significant adverse impacts to identified historic resources that would result from construction of the original project. Impacts are discussed in terms of changes to character-defining and contributing features of historic resources that could result during project. The certified Final EIR concluded that implementation of the project would result in a comprehensive redesign of Hancock Park, which would erode and interrupt the eclectic but cohesive character-defining features of this historic district such that it would no longer convey the reasons for its significance as a CRHR- and locally eligible historic district. The loss of eligibility of the resource represents material impairment and an impact to the environment. In conclusion, for the eligible La Brea Tar Pits Historic District, full buildout

of the project, with the variety of design updates, upgrades, and new construction planned for the site, would be a *significant impact* to the district.

As previously noted, the Page Museum is a historical resource pursuant to CEQA (eligible for the NRHP, CRHR, and as a Los Angeles Historic-Cultural Monument [HCM]). The Approved project included design refinements that would lessen impacts to the character-defining features of the Page Museum; however, construction of the Approved Project would contribute to cumulative historical resource impacts. The Approved Project would directly result in significant and unavoidable impacts to the Page Museum and the La Brea Tar Pits Historic District.

Construction of the project would result in a substantial adverse change in the significance of two identified historical resources: the La Brea Tar Pits Historic District and the Page Museum. In addition, project implementation would result in a comprehensive redesign of Hancock Park, which would erode and interrupt the eclectic but cohesive character-defining features of this historic district such that it would no longer convey the reasons for its significance as a CRHR- and locally eligible historic district. The loss of eligibility of the resource represents material impairment and an impact to the environment. Therefore, the project would result in a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 and impacts would be potentially significant. Upon implementation of Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 to address the substantial adverse change in the significance of a historical resource, construction impacts would remain significant and unavoidable. After construction of the project, no alterations to the project site or features within the La Brea Tar Pits Historic District would be associated with the Master Plan. Thus, the Master Plan would not result in any operational effects that would compromise the historic integrity of the site, the Page Museum, or the project surroundings. Therefore, no impact to historical resources would occur during project operation.

3.5.2 Impacts Associated with the Proposed Revised Project

Conditions Requiring Subsequent Review					
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
<i>Would the project:</i>					
(a) Cause a substantial adverse change in the significance of a historical resource pursuant to State CEQA Guidelines Section 15064.5?	SU	No	No	No	Yes

Note: SU = significant and unavoidable

The Proposed Revised Project was assessed for impacts to historical resources by SWCA architectural historians. Completed by Principal Architectural Historian Daniel Herrick, MHC and Lead Architectural Historian Susan Zamudio-Gurrola, MHP, the analysis included a review of the previous documentation and environmental analysis for the project, a review of the updated architectural plans and drawings, and meetings and communication with NHMLAC staff and the design team. Resumes for these professionals are included in Appendix A. The new proposed project elements were analyzed considering changes to character-defining features of the known historical resources the Page Museum and the La Brea Tar Pits Historic District, and an assessment was made of potential additional impacts as compared to the Approved Project.

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 of the State CEQA Guidelines?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Approved Project would renovate the Page Museum within the existing building footprint, increase the separation between the Page Museum and the proposed New Museum Building to the northwest (both in distance and in physical connection), and incorporate design refinements to reduce impacts on certain primary character-defining features of the Page Museum, including retaining the courtyard/atrium and the space frame that supports the frieze. The design refinements also included focusing removal of a portion of the berm to the northwest corner and scaling down the modification of the west and north sides of the berm (the modifications were to result in a new version of the berm that would allow for an ADA ramp up to the terrace level on the west and a change in elevation on the north, allowing for access to the new entrance at the northwest corner of the building).

In the adopted CEQA Findings of Fact, the County found that changes or alterations were incorporated into the project (in the form of mitigation measures) to lessen the substantial adverse impacts to the two identified historic resources: the La Brea Tar Pits Historic District and the Page Museum. After implementation of mitigation measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5, impacts related to historic resources were found to continue to exceed less-than-significant thresholds. The County found that specific economic, legal, social, technological, or other considerations make infeasible any additional mitigation measures.

As previously noted, the proposed revisions to the Approved Project would not alter the previously approved design or plans for the New Museum Building to be constructed to the northwest of the Page Museum in a subsequent phase.

The proposed revisions to the Approved Project include constructing a 2,813-square-foot addition and an external elevator structure on the north side of the Page Museum; reconfiguring the northern berm to accommodate the addition beneath it (resulting in the berm on a portion of the north side no longer reaching ground level); constructing a new mechanical well within the reconfigured berm; removing the existing mechanical enclosure on the north side of the Page Museum; refinements to the conversion of the existing southern entrance into outdoor education space by adding permanent benched seating, tree wells, handrails, and landscaping in the space; and removing two existing statues that flank the southern entrance (to be relocated elsewhere on the property).

The relocation of the two existing statues that flank the Page Museum's southern entrance would not impact any character-defining features of the building. Although statuary of prehistoric animals has been identified as a character-defining/contributing feature of the La Brea Tar Pits Historic District (SWCA 2023a), the relocation of these two statues to a nearby location approximately 50 to 100 feet to the southeast, in a setting similar to the statues' existing setting, would not cause material impairment to the La Brea Tar Pits Historic District.

The conversion of the Page Museum's existing southern entrance (a character-defining feature of the building) into an outdoor education space was part of the Approved Project—this included creating stepped seating and planting of trees for shade. The proposed revisions to the Approved Project further refine the design features and materials of the outdoor education space, which would include a new paved surface material, stepped seating in the form of permanent concrete benches, tree wells, handrails along the edges of the space, and additional landscaping. These elements are consistent with the previously

approved concept, and the newly identified details of the materials and construction of these project elements would not result in additional impacts as compared to the Approved Project.

The proposed new addition, new elevator structure, and alteration of the berm on the north side of the Page Museum would impact character-defining features of the building, including the building's visual primacy on the museum grounds, its square plan, and the prominent berm that surrounds the building. The Approved Project included modification of the northern berm in a scaled down manner to allow for access to the new entrance at the northwest corner of the building and the proposed ADA ramp to the terrace on the west side of the building. Conversely, the proposed revisions to the Approved Project would alter the majority of the length of the northern berm to accommodate the construction of the new ground-level addition beneath the berm and the new elevator structure on the north side of the Page Museum (resulting in the majority of the northern berm no longer reaching ground level). Additionally, a new mechanical well would be constructed within the northern berm (see Figure 2-3). The proposed new elevator structure has been designed to be slightly lower in height than the Page Museum, but the difference is negligible. The new elevator structure immediately adjacent to the Page Museum would contribute to diminishing the Page Museum's visual primacy (which the future New Museum Building would also contribute to, once constructed). The proposed revisions to the Approved Project contribute to the overall severity of the significant and unavoidable impacts to the La Brea Tar Pits Historic District and the Page Museum, yet the character-defining features of the berm and the building's visual primacy were already impacted by the Approved Project. Therefore, the significant effects of the Proposed Revised Project would not be substantially more severe than the previously identified significant effects shown in the 2025 Final EIR. The Proposed Revised Project does not alter the conclusions related to historical resources of the certified Final EIR, and impacts would remain *significant and unavoidable*.

Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would continue to apply to future development associated with the revisions to the Approved Project. No additional feasible mitigation measures aside from Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would be implemented as the aforementioned mitigation measures take into account potential revisions to the project design. As detailed in Mitigation Measure CR-HIST/mm-1.1, impacts to the La Brea Tar Pits Historic District and Page Museum resulting from project implementation shall be reduced through the ongoing input to the Design Team from a qualified Historic Architect, as the project design progresses. Mitigation Measure CR-HIST/mm-1.2 states that the Inventory and Treatment Plan shall be prepared and finalized prior to the commencement of construction activities. Mitigation Measure CR-HIST/mm-1.3 states that prior to the commencement of construction activities, a historian or architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards in History and/or Architectural History shall be retained to prepare Historic American Building Survey (HABS)/Historic American Landscape Survey (HALS)-like documentation for the La Brea Tar Pits Historic District and Page Museum. Mitigation Measure CR-HIST/mm-1.4 states that a Retrospective Exhibit and Interpretive Program shall be completed within 3 years of commencement of initial construction activities. Mitigation Measure CR-HIST/mm-1.5 states that a preconstruction protection plan for historical resources shall be prepared prior to any major alteration or construction activities that may potentially damage historic resources or contributing features of the La Brea Tar Pits Historic District or Page Museum. Therefore, Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would be feasible to mitigate any potential impacts of the Proposed Revised Project as they already consider project design changes.

Project operation would not cause a substantial adverse change in the significance of historic resources pursuant to State CEQA Guidelines Section 15064.5.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that project operation would not cause a substantial adverse change in the significance of historic resources. No operational impacts would occur. Similar to the Approved Project, after construction of the Proposed Revised Project, no alterations to the project site or features within the La Brea Tar Pits Historic District would be associated with the Master Plan. Thus, the Master Plan would not result in any operational effects that would compromise the historic integrity of the project site, the Page Museum, or the project surroundings; therefore, *no impact* would occur associated with the Proposed Revised Project.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.5.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures CR-HIST/mm-1.1, CR-HIST/mm-1.2, CR-HIST/mm-1.3, CR-HIST/mm-1.4, and CR-HIST/mm-1.5 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
CR-HIST/mm-1.1	<i>Impacts to the La Brea Tar Pits Historic District and Page Museum resulting from project implementation shall be reduced through the ongoing input to the Design Team from a qualified Historic Architect, as the project design progresses. The Historic Architect shall satisfy the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture as defined by the National Park Service and in accordance with 36 CFR 61 and possess a minimum of ten (10) years of project-level experience in designing, developing, and reviewing architectural plans for conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (Secretary's Standards).</i> <i>The Historic Architect shall work with the Design Team to identify options for new construction, upgrades, stabilization, repairs, and rehabilitation activities that will facilitate compliance with the Secretary's Standards. This historic preservation input to the Design Team shall begin in the earliest phases of schematic design phase possible and extend throughout the development of 50% Construction Drawings.</i> <i>For new construction, the Historic Architect shall work with the Design Team to identify options and opportunities for: (1) ensuring compatibility of scale and character for new construction, site and landscape features, and circulation corridors, (2) ensuring that new construction, in materials, finishes, design, scale, and appearance, is compatible but differentiated from historic contributors and character-defining features; and (3) ensuring that new construction is designed and sited in such a way that it reinforces and strengthens, as much as feasible, character-defining site plan features, landscaping, and circulation corridors.</i> <i>For modernization and upgrade projects, the Historic Architect shall work with the Design Team to identify project options that facilitate compliance with the Secretary's Standards.</i> <i>The Historic Architect shall review proposed materials, finishes, window treatments/configuration, and other details to ensure compliance with the Secretary's Standards. The Historic Architect shall provide specifications for architectural features or materials requiring restoration or removal, maintaining and protecting relevant features in</i>

Mitigation Measures	
	place, or on-site storage. Specifications shall include detailed drawings or instructions where historic features may be impacted. The Historic Architect shall document the input provided to the Design Team in Memoranda for the Record at the Schematic and 50% Construction Documents phases. A Draft Memorandum for the Record shall be provided to interested parties including the Los Angeles Conservancy and the Los Angeles County Historic Preservation Commission for review and comment. The Historic Architect shall participate in preconstruction and construction monitoring activities, as appropriate, to facilitate conformance with the Secretary's Standards and/or lessening of material impairment to historical resources.
CR-HIST/mm-1.2	An Inventory and Treatment Plan shall be prepared by a qualified historic preservation professional and implemented for the La Brea Tar Pits Historic District. Once complete, the Draft Inventory and Treatment Plan shall be provided to interested parties such as the Los Angeles Conservancy and County of Los Angeles Historic Preservation Commission for review and comment. The Inventory and Treatment Plan shall be finalized prior to the commencement of construction activities. Specific requirements for the Inventory and Treatment Plan are provided below: • A qualified historic preservation professional shall be retained to prepare the Inventory and Treatment Plan. The historic preservation professional shall satisfy the Secretary of the Interior's Professional Qualifications Standards for History and/or Architectural History as defined by the National Park Service and in accordance with 36 CFR 61 and possess a minimum of ten (10) years of project-level experience in CEQA review of historic resources and reviewing architectural plans for conformance with the Secretary's Standards. A landscape architect or landscape specialist with a minimum of five (5) demonstrated years of experience working with historic landscapes shall contribute to preparation of the Inventory and Treatment Plan to identify historic landscaping and trees that fall within the period of significance for the historic district (up to 1977). • The Inventory and Treatment Plan shall adhere to best professional practices promulgated by the National Park Service and State Office of Historic Preservation. • The Inventory and Treatment Plan shall supplement the historic resources survey completed and documented in the Historic Resources Technical Report for the La Brea Tar Pits Master Plan by documenting the character-defining features and existing conditions of those "contributing" (i.e., historically significant) components of the historical resource. The inventory shall include site plan features, commemorative plaques and statues, artwork and sculptures, and other extant contributors to the historic district. • The study shall include recommendations for annual maintenance activities, treatment and repair priorities, and maximum retention of remaining district contributors. All recommendations shall be designed to maximize retention of remaining contributors to the historic district and minimize the loss of character-defining features. The Final Inventory and Treatment Plan shall be used for the ongoing stewardship of the property following construction.
CR-HIST/mm-1.3	A historic documentation package shall be prepared to document the contributing features of the La Brea Tar Pits Historic District and Page Museum prior to the authorization of demolition or construction activities. The documentation package shall emulate and include elements of the Historic American Building Survey (HABS) and/or the Historic American Landscape Survey (HALS). The HABS/HALS-like Documentation Package shall adhere to best professional practices promulgated by the National Park Service and shall be provided to interested parties such as the Los Angeles Conservancy and County of Los Angeles Historic Preservation Commission for review and comment. Documentation shall be in

Mitigation Measures	
	accordance with the applicable standards described in the Secretary of the Interior's Standards for Architectural and Engineering Documentation. Prior to the commencement of construction activities, a historian or architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards in History and/or Architectural History shall be retained to prepare HABS/HALS-like documentation for the La Brea Tar Pits Historic District and Page Museum. Required contents for the HABS/HALS-like package include the following: • Photographs: Photographic documentation will focus on the Page Museum and, within the historic district, those contributing elements (built, landscape, hardscape, paleontological, and natural features) slated for demolition, alterations, or adjacent new construction. Photographs shall include detail shots of contributing features and components slated for demolition, with overview and context photographs for the adjacent setting. Photographs shall be taken using a professional-quality single lens reflex (SLR) digital camera with a minimum resolution of 10 megapixels. Digital photographs will be provided in electronic format. • Descriptive and Historic Narrative: The historian or architectural historian will prepare descriptive and historic narrative of the historical resources/features slated for demolition. Physical descriptions will detail each contributing component, with accompanying photographs, and information on how the resource fits within the broader historic district during its period of significance. The historic narrative shall draw upon previously prepared studies, including the Historical Resources Technical Report prepared for the La Brea Tar Pits Master Plan, as well as the La Brea Tar Pits Inventory and Treatment Plan prepared under Mitigation Measure CR-HIST/mm-1.2. The narrative shall also include a methodology section specifying the name of researcher, date of research, and sources/archives visited, as well as a bibliography. Within the written history, statements shall be footnoted as to their sources, where appropriate. Upon finalization of the HABS/HALS-like Documentation Package, a hard copy and digital copy shall be prepared and offered to the Seaver Center for Western History Research at the Natural History Museum of Los Angeles County, University of Southern California Special Collections, and the Los Angeles Public Library.
CR-HIST/mm-1.4	A Retrospective Exhibit and Interpretive Program shall be prepared and implemented. The Retrospective Exhibit and Interpretive Project shall be prepared by a qualified historic preservation professional who meets the Secretary of the Interior's Professional Qualifications Standards in History and/or Architectural History. The exhibit materials shall be drawn from previous studies including but not limited to the Inventory and Treatment Plan described in Mitigation Measure CR-HIST/mm-1.2 and the HABS/HALS-like documentation package described in Mitigation Measure CR- HIST/mm-1.3, as well as other supplemental research materials as needed. The retrospective exhibit and interpretive program shall focus on the history of the site, the people involved in the early ownership, development, and scientific discoveries and excavations, and the events leading to its donation to the County of Los Angeles, as well as on the site's development through the end of the period of significance for the La Brea Tar Pits Historic District, 1977. The retrospective exhibit and interpretive program may include but not be limited to exhibit materials and interpretive panels, both exterior (e.g., as a series of panels in the park), interior (e.g., as a permanent exhibit in the Page Museum or New Museum Building), and online (on the museum website). The exhibit and interpretive program shall be designed for maximum public accessibility. The plan for the interpretive and commemorative program shall be detailed in an Interpretive Program Plan Memorandum to be prepared with the guidance of a qualified historic preservation professional. The retrospective exhibit and interpretive program shall be completed within three (3) years of commencement of initial construction activities. The Draft Interpretive Program Plan Memorandum shall be reviewed by interested parties such

Mitigation Measures	
	<i>as the Los Angeles Conservancy and County of Los Angeles Historic Preservation Commission for comment.</i>
CR-HIST/mm-1.5	<i>A preconstruction protection plan for historical resources shall be prepared prior to any major alteration or construction activities that may potentially damage historic resources or contributing features of the La Brea Tar Pits Historic District or Page Museum. A qualified Historic Architect shall be retained to develop a Preservation Protection Plan that identifies potential risks to historical resources within or adjacent to the immediate project footprint. The Historic Architect shall satisfy the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture as defined by the National Park Service and in accordance with 36 CFR 61 and possess a minimum of ten (10) years of project-level experience in reviewing architectural plans for conformance with the Secretary's Standards.</i> <i>The Preservation Protection Plan may include, but not be limited to, the following components:</i> <i>• Inclusion/mapping of the historical resource/contributing feature on any architectural drawings, site plans, and/or construction documents.</i> <i>• Site walk with Design Team and construction team representative to review staging areas for construction and construction sequence and activities, to identify areas of concern and to provide input for proactive avoidance of unforeseen impacts.</i> <i>• Procedures and timing for the placement and removal of temporary protection features, such as fencing and other barriers, around the historical resource/contributing feature.</i> <i>• Monitoring of the installation and removal of temporary protection features by the Historic Architect, or designee.</i> <i>• Post-construction survey to document the condition of the historic resource after project completion.</i> <i>• Preparation of a technical memorandum documenting the preconstruction and post-construction conditions of the historic resource and compliance with protective measures outlined in the Preservation Protection Plan.</i> <i>The Preservation Protection Plan shall be submitted in draft form to interested parties including the Los Angeles Conservancy and the Los Angeles County Historic Preservation Commission for review and comment.</i>

3.6 GEOLOGY AND SOILS

3.6.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR found that given that the project site is not located within a designated Alquist-Priolo Earthquake Fault Zone and the project would adhere to the 2020 County of Los Angeles Building Code (2020 CLABC), impacts related to surface fault rupture during project construction and operation would be less than significant. The project would be designed and constructed in accordance with the 2020 CLABC, which calls for consideration of seismic loading factors. In addition, the Geology and Soil Discipline Report prepared for the project (Shannon and Wilson 2023) provides recommended ground motion design parameters in accordance with the 2019 CBC for the project, and the recommendations of the Geology and Soil Discipline Report would be incorporated into the project design. Therefore, impacts related to seismic ground shaking during project construction and operation would be less than significant. Based on the stiff and dense nature of the on-site subsurface materials, the potential for liquefaction is considered to be low. Therefore, impacts related to liquefaction during project construction and operation are less than significant. The project site and surrounding area are relatively level. Therefore, the potential for the project site or the area surrounding the project site to experience slope

stability hazards, including landslides and mudflows, is negligible. Therefore, no impact would occur during project construction and operation related to landslides.

Grading and earthwork would be required to be implemented in accordance with the 2020 CLABC. A Stormwater Pollution Prevention Plan (SWPPP) would be required to be prepared prior to the start of construction. Therefore, construction impacts related to soil erosion or loss of topsoil would be less than significant. Based on the project site conditions, site topography, and proposed improvements, the project is not anticipated to result in significant impacts associated with erosion, sedimentation, or loss of topsoil during project operation. Operation impacts related to soil erosion or loss of topsoil would be less than significant.

As previously discussed, the project site is located in the southern part of the Salt Lake Oil Field and is subject to naturally occurring tar (petroleum) seeps. Due to the possibility of tar seeps occurring throughout the project site, impacts related to subsidence during project construction and operation could be significant. Using existing artificial fill or upper alluvial soils for load support during project construction could result in potential significant impacts for the proposed structures once built, as it could lead to structural distress due to total or differential settlement during operation of the project. Impacts related to compressible and collapsible soils during project construction and operation could be significant. With implementation of Mitigation Measures GEO/mm-3.1 and GEO/mm-3.2, impacts would be less than significant.

As stated in the Geology and Soil Discipline Report, the upper clay soils within the existing artificial fill and alluvium are subject to expansion and shrinkage resulting from changes in the moisture content. Therefore, impacts related to expansive soils during project construction and operation could be significant. With implementation of Mitigation Measure GEO/mm-4.1, impacts related to expansive soils during project construction and operation would be less than significant.

The project site is served by existing sewage infrastructure. The project's wastewater demand would be accommodated via connections to the existing wastewater infrastructure system, and the project would not require the use of septic tanks or alternative wastewater disposal systems during project construction or operation. Therefore, the project would not result in impacts related to the ability of soils to support septic tanks or alternative wastewater disposal systems, and no impact would occur during project construction or operation.

The analysis provided in the Paleontological Resources Technical Report indicates the project site has historically yielded millions of significant fossils and the entirety of Hancock Park, including the project site, contains a veneer of artificial fill overlying older alluvium that is subsequently underlain by the San Pedro Sand and Fernando Formation at greater depths, each having high paleontological sensitivity and high potential for producing significant paleontological resources (SWCA 2023b). Therefore, impacts related to paleontological resources during project construction could be significant. With implementation of Mitigation Measures GEO/mm-6.1 through GEO/mm-6.5, construction impacts would be less than significant. Operation of the project would not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites, and no impact would occur.

3.6.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review			
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
<i>Would the project:</i>					
(a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	LTS	No	No	No	Yes
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	LTS	No	No	No	Yes
(ii) Strong seismic ground shaking?	LTS	No	No	No	Yes
(iii) Seismic-related ground failure, including liquefaction?	LTS	No	No	No	Yes
(iv) Landslides?	LTS	No	No	No	Yes
(b) Result in substantial soil erosion or the loss of topsoil?	LTS	No	No	No	Yes
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	LTS/M	No	No	No	Yes
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	LTS/M	No	No	No	Yes
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	NI	No	No	No	Yes
(f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	LTS/M	No	No	No	Yes

Note: LTS/M = less than significant with mitigation; LTS = less than significant; NI = no impact

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

ii) Strong seismic ground shaking?

iii) Seismic-related ground failure, including liquefaction?

iv) Landslides?

SURFACE FAULT RUPTURE, SEISMIC GROUND SHAKING, AND LIQUEFACTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project would not directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving surface fault rupture, seismic ground shaking, or seismic-related ground failure, including liquefaction. Impacts associated with these issues would be less than significant during project construction and operation. With implementation of the Proposed Revised Project, the project would continue to adhere to the 2020 CLABC and the recommendations of the Geology and Soil Discipline Report would continue to be incorporated into the project design. The Proposed Revised Project would not alter the stiff and dense nature of the on-site subsurface materials; therefore, potential for liquefaction would remain low, and impacts would remain *less than significant*.

LANDSLIDES

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project would not directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving landslides during either project construction or operation. No impact would occur during project construction and operation related to landslides. With implementation of the Proposed Revised Project, the project site and surrounding area would remain relatively level, and *no impact* would occur during project construction and operation related to landslides.

b) Would the project result in substantial soil erosion or the loss of topsoil?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that through compliance with existing regulations, the project would not result in substantial soil erosion or the loss of topsoil during project construction. Impacts would be less than significant during project construction. With implementation of the Proposed Revised Project, grading and earthwork would continue to be required to be implemented in accordance with the 2020 CLABC, and a SWPPP would also continue to be required to be prepared prior to the start of construction in accordance with County regulations. Therefore, construction impacts related to soil erosion or loss of topsoil would be *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that through compliance with existing regulations, the project would not result in substantial soil erosion or the loss of topsoil during project operation. Impacts would be less than significant during project operation. The Proposed Revised Project would not alter the project site conditions or site topography. Therefore, operational impacts related to soil erosion or loss of topsoil would remain *less than significant*.

c) *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?*

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project could cause geologic instability at the project site related to subsidence as well as compressible and collapsible soils during project construction and operation. Impacts during construction and operation could be *significant*. With implementation of Mitigation Measures GEO/mm-3.1 and GEO/mm-3.2, impacts would be less than significant. The Proposed Revised Project would continue to implement Mitigation Measures GEO/mm-3.1 and GEO/mm-3.2. Therefore, with implementation of Mitigation Measures GEO/mm-3.1 and GEO/mm-3.2, impacts would be *less than significant with mitigation*.

d) *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project site is located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating a potentially significant risk to life and/or property during project construction and operation. Impacts could be *significant*. With implementation of Mitigation Measure GEO/mm-4.1, impacts related to expansive soils during project construction and operation would be less than significant. The Proposed Revised Project would continue to implement Mitigation Measure GEO/mm-4.1. Therefore, with implementation of Mitigation Measure GEO/mm-4.1, impacts would be *less than significant with mitigation*.

e) *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project would not include the use of septic tanks or alternative wastewater disposal systems during either project construction or operation, and no impact would occur. The Proposed Revised Project would also not include the use of septic tanks or alternative wastewater disposal systems during either project construction or operation; therefore, *no impact* would occur.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that given the high paleontological sensitivity of the project site, ground-disturbing activities associated with project construction could damage paleontological resources that may be present below the surface. Construction impacts could be *significant*. With implementation of Mitigation Measures GEO/mm-6.1 through GEO/mm-6.5, construction impacts would be less than significant. The Proposed Revised Project would continue to implement Mitigation Measures GEO/mm-6.1 through GEO/mm-6.5. Therefore, with implementation of Mitigation Measures GEO/mm-6.1 through GEO/mm-6.5, impacts would be *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that operation of the project would not directly or indirectly destroy a unique paleontological resource, site, or unique geologic feature. No operational impacts would occur. Operation of the Proposed Revised Project would also not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, *no impact* would occur.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.6.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures GEO/mm-3.1, GEO/mm-3.2, GEO/mm-4.1, GEO/mm-6.1, GEO/mm-6.2, GEO/mm-6.3, GEO/mm-6.4, and GEO/mm-6.5 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
GEO/mm-3.1	To prevent subsidence of the ground surface within the project site, temporary dewatering shall be required during construction for excavations which extend below the existing groundwater level (i.e., greater than 10 feet below ground surface), anticipated for deepest excavations associated with the proposed Page Museum one-story addition, as excavations will be required for construction of the proposed mat foundation and associated new utility placement. Dewatering activities shall be conducted as follows: - Dewatering shall be performed prior to excavation. Temporary dewatering shall be performed during the construction stage, prior to beginning any excavation which will extend beneath the groundwater. The Construction Contractor shall decide the proper timeline which will permit a dry environment for the excavation work and prevent water seepage into the excavation. - The design of a temporary dewatering system shall be performed by an experienced, qualified dewatering contractor. Prior to proceeding with the actual design of the dewatering system, a test installation shall be constructed to verify the design's effectiveness.

Mitigation Measures	
	c. The dewatering system shall be designed to lower the site groundwater sufficiently to permit a dry environment and to prevent water seepage from the temporary perimeter cut slopes. The design shall balance the soil conditions with well spacing and well depth. Recommendations for well design provided in the project's Geology and Soil Discipline Report shall be incorporated into the final design of the dewatering system, including: - o Installation of relatively closely spaced wells around the excavation perimeter, referred to as well points - o Wells shall include perforated casing with annular space filled with suitable filter material - o Well points shall extend past the depth of proposed excavation - o Elements of current dewatering system within the Lake Pit shall be incorporated, including collection piping, sump pumps, a sand-oil separator device, and a micro-filter device. In addition, separator and filter devices shall be considered for temporary dewatering pumps to help maintain the system's efficiency and increase the amount of time prior to the pumps being plugged up with tar. d. Groundwater shall be pumped from the tar sands and is anticipated to contain a relatively high percentage of tar. The tar shall be removed, and the groundwater treated in accordance with all applicable regulatory requirements prior to disposal.
GEO/mm-3.2	To ensure proper design and stability of structures to be constructed on existing artificial fill or upper alluvial soils, the excavation and replacement of existing compressible materials within the areas of the proposed improvements shall be required. Excavation and replacement shall consist of complete removal of artificial fill and/or compressible surficial alluvial soil beneath the areas of the proposed improvements and replacement with compacted structural fill, with an anticipated artificial fill depth ranging between 1 and 8 feet below ground surface based on review of existing explorations performed within or adjacent to the project site. This value will be confirmed after completion of subsurface explorations during the final geotechnical design to further characterize the subsurface conditions underlying the improvement areas (i.e., compressibility of the soft layers and the depth to firm material). Due to the anticipated soil contamination, on-site soils are not anticipated to be suitable for reuse as fill material and shall be exported for proper remediation and disposal in accordance with all applicable regulatory requirements. The final engineering design of the structures included in the project shall be reviewed and approved by the Los Angeles County Department of Public Works, Building and Safety Division.
GEO/mm-4.1	To address impacts related to expansive soils within the project site, additional expansion testing shall be required as part of the final geotechnical design for the project. Based on the outcome of the additional expansion testing, one or more of the following options shall be implemented to address expansive soils: a. <u>Over-excavation</u>: Over-excavation and replacement of the expansive material with a soil having low or non-expansive potential, with the upper 2 feet of expansive soil (where encountered at the site) being removed and replaced with non-expansive fill. OR b. <u>Soil Treatment</u>: Chemical treatment, such as lime treatment. This generally involves mixing a certain percentage of the chemical into the subgrade soil, compacting the mixed soil-chemical material, and then allowing the material curing time prior to continuing construction. The percentage of the chemical addition and the associated engineering properties of the improved soil will need to be determined through geotechnical laboratory testing. If chosen, the final geotechnical design shall provide design and construction recommendations related for this option. OR c. <u>Structural Design</u>: The structural design option would involve increasing the bearing pressure on the soil and/or extending the foundation or flatwork depth. However, while increasing the bearing pressure reduces the potential impact from expansive soil, it

Mitigation Measures	
	does increase the potential impact associated with excessive settlement. If this option is elected, settlement evaluation shall be performed as part of the final geotechnical design and based on the proposed loading conditions. Loading conditions shall be limited to a maximum differential of 1 inch over a 20-foot span within the structure. The final design solution will be determined by the project engineer consistent with the above measures. The final engineering design of the structures included in the project shall be reviewed and approved by the Los Angeles County Department of Public Works, Building and Safety Division.
GEO/mm-6.1	Retain a Qualified Professional Paleontologist (Project Paleontologist): Prior to the start of construction and/or ground-disturbing activities, the Los Angeles County Museum of Natural History Foundation, at the direction of the County, shall retain a Qualified Professional Paleontologist (Project Paleontologist) who meets or exceeds the professional standards defined by the SVP (2010), and who has specific experience overseeing mitigation projects in Pleistocene deposits of the Los Angeles Basin. The SVP (2010:10) defines a qualified professional paleontologist as: "a practicing scientist who is recognized in the paleontological community as a professional and can demonstrate familiarity and proficiency with paleontology in a stratigraphic context." The Project Paleontologist shall have a graduate degree in paleontology or geology, and/or a publication record in peer reviewed journals; have demonstrated competence in field techniques, preparation, identification, curation, and reporting; have at least 2 full years of professional experience as assistant to a qualified professional paleontologist with administration and project management experience (supported by a list of projects and referral contacts); have proficiency in recognizing fossils in the field and in determining their significance; have expertise in local geology, stratigraphy, and biostratigraphy; and have experience collecting vertebrate fossils in the field (SVP 2010). The Project Paleontologist and Page Museum curators and collections managers shall meet weekly during scheduled ground-disturbing activities associated with the construction of the project to address any outstanding questions or concerns that arise during mitigation efforts to ensure effective communication and coordination. The Project Paleontologist shall oversee all regulatory compliance measures, shall oversee mitigation protocols related to paleontological resources, and shall be a point of contact for the Page Museum curators and County officials. A professional resume or curriculum vitae of the Project Paleontologist shall be submitted to the County for approval prior to the start of ground-disturbing activities.
GEO/mm-6.2	Prepare a Paleontological Resources Management Plan: After finalization of the engineering, design, and grading plans for the project and prior to the start of preconstruction ground-disturbing activities, a Paleontological Resources Management Plan (PRMP) shall be prepared by the Project Paleontologist and submitted to the Page Museum curators, who shall review and approve the final PRMP on behalf of the County and Natural History Museum. The PRMP shall define the processes and procedures for paleontological monitoring and fossil excavation based on the nature of ground-disturbing activities required for project. The PRMP shall: - Incorporate the results of the Paleontological Resources Technical Report (SWCA 2023), the final geotechnical investigation, and the final engineering/grading plans for the project. - Require all construction personnel to attend a Worker Environmental Awareness Program (WEAP) training to be presented by the Project Paleontologist, or their designee. - Define the processes and procedures for coordinating and communicating with responsible parties and stakeholders (including but not limited to the contractors, consultants, County officials, and the Page Museum curators and collections managers), when construction activities would be halted due to discovery and subsequent salvage efforts during ground-disturbing activities, and when regularly scheduled meetings between the Project Paleontologist and the Page Museum curators and collections managers would be required. - Outline a procedure whereby mechanical excavation is conducted to remove any non-fossil-bearing sediments or soils subject to environmental soil remediation, such that adequate time is afforded to identify fossil localities and to conduct scientific salvage operations to a feasible extent (see Millington and Dietler 2023); the timing of scientific

Mitigation Measures	
	<i>fossil salvage operations during initial grading should be given special considerations in the PRMP such that delays to earthwork activities are minimized while allowing paleontological material to be salvaged at an acceptable level that retains the scientific integrity of the discoveries.</i> <i>e. Require full-time paleontological monitoring by qualified paleontological monitors who meet the standards of the SVP (2010) and shall be supervised by the Project Paleontologist; qualified paleontological monitors shall have the authority to temporarily halt construction activities to record and salvage fossil discoveries as they are unearthed to allow for potentially significant fossils to be collected with their scientific integrity intact to the extent feasible and practical.</i> <i>f. Discuss unanticipated fossil discovery and communication protocols if paleontological resources are discovered by non-paleontology staff working on the project in instances where paleontological monitors are documenting or recording paleontological resources discovered elsewhere within the project site.</i> <i>g. Discuss feasible monitoring procedures for each of the different ground-disturbing activities, including but not limited to active observation or inspection of sediments during active ground disturbances, whether they be trenching, grading, excavating, drilling, or some other activity that disturbs sediments; inspection of sedimentary spoils piles or cuttings, as well as backfill originating from Hancock Park that may contain asphaltum or fossil material; and/or matrix screening of spoils for small or microfossils as needed.</i> <i>h. Define fossil salvaging procedures, including but not limited to outlining the treebox method for asphaltum bearing large accumulations of fossils, salvaging of isolated fossils, matrix screening in the field for microfossils, and chain-of-custody procedures for transferring the fossil discoveries to the Page Museum curators or collection managers as they are exhumed from the project site. Because of the unique conditions of La Brea Tar Pits and the chemical considerations of working with asphaltum fossil deposits, any paleontological resource discoveries shall remain on-site with the Page Museum. The paleontological monitor shall record pertinent geologic data and collect appropriate sediment samples from any fossil localities.</i> <i>i. Require the Project Paleontologist to prepare a report of the findings of the monitoring efforts within 90 days after construction is completed.</i>
GEO/mm-6.3	<i>Conduct Worker Training. The Project Paleontologist shall develop and present a WEAP training to educate the construction crew on the legal requirements for preserving fossil resources, as well as the procedures to follow in the event of an unanticipated fossil discovery. This training program shall be given to the crew before ground-disturbing work commences and shall include handouts to be given to new workers as needed.</i>
GEO/mm-6.4	<i>Monitor for Paleontological Resources: Full-time monitoring shall be required during all ground-disturbing activities (including artificial fill or previously disturbed sediments), regardless of depth. Additionally, special considerations shall be given to the project design elements and geotechnical and soils remediation or hazard reduction recommendations, including but not limited to the paleontological screening of tar sands prior to disposal or treatment. Procedures and protocols for paleontological monitoring and fossil salvage shall be outlined in the PRMP. Monitoring shall:</i> <i>a. Be conducted by a qualified paleontological monitor who meets the standards of the SVP (2010) and shall be supervised by the Project Paleontologist, who shall coordinate with the Page Museum curators and collections managers and County officials. The Project Paleontologist may periodically inspect construction activities to recommend adjusting the level of monitoring in response to subsurface conditions; however, modifications, such as increasing, reducing, or ceasing of paleontological monitoring, or any changes of the implementation of the PRMP, should be approved by Page Museum curators and the County Natural History Museum.</i> <i>b. Include inspection of exposed sedimentary units during active excavations, grading, tar sand removal, and any other ground-disturbing activity that has the potential to impact sediments capable of preserving significant fossils. The Page Museum curators (or their representatives) and the paleontological monitor shall have authority to</i>

Mitigation Measures	
	<i>temporarily divert activity away from exposed fossils to evaluate the significance of the find and, shall the fossils be determined significant or likely significant, professionally and efficiently recover the fossil specimens and collect associated data while minimizing delays. Data collection procedures may require the support of construction contractors to carefully and efficiently collect field data and extract the fossils to allow construction to continue.</i> c. <i>Require grading and earthwork contractors to follow the guidance of Page Museum staff or the Project Paleontologist regarding the collection and/or extraction of paleontological resources. The paleontological monitor shall record pertinent geologic data and collect appropriate sediment samples from any fossil localities. Recovered fossils shall be directly retained by the Page Museum for later analysis, laboratory preparation, and eventual curation if deemed significant or important by the Page Museum curators or collection managers.</i>
GEO/mm-6.5	<i>Prepare a Paleontological Resources Monitoring Report: Upon conclusion of ground-disturbing activities, the Project Paleontologist overseeing the implementation of the PRMP, including paleontological monitoring and fossil salvaging, shall prepare a final monitoring report that documents the paleontological monitoring efforts for the project and describes any paleontological resources discoveries observed and/or recorded during the life of the project. The final monitoring report and any associated data pertinent to the salvaged fossil specimen(s) shall be submitted to the Page Museum and the Research and Collections Department at the Natural History Museum of Los Angeles County within 90 days after construction is completed. If the project is developed in phases, the final report is only necessary at the completion of the last phase to be constructed. At the discretion of the County, if there are unanticipated gaps in the phases of construction or other reasons why the County would prefer phased final reports, multiple final reports could be prepared.</i>

3.7 GREENHOUSE GAS EMISSIONS

3.7.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR concluded that based on the project’s estimated total greenhouse gas (GHG) emissions during construction, impacts associated with project construction would be less than significant. Given the project plans have not been fully developed, it is not yet determined whether the project includes the installation of natural gas infrastructure and/or the use of natural gas–fired appliances. Further, while a commitment to electric vehicle charging stations has been made, the number of charging stations that would be installed is not known. For these reasons, impacts related to GHG emissions during operation of the project could be significant. Implementation of GHG/mm-1.1 would reduce operation impacts related to GHG emissions to less than significant.

It was determined that the project may be inconsistent with regional plans related to mobility and GHG reductions, specifically in relation to the Southern California Association of Government (SCAG) *Connect SoCal: 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy* (2020-2045 RTP/SCS). It was determined that without mitigation measures, the project may be inconsistent with SCAG’s goals related to improving mobility and accessibility, transportation productivity, and encouraging active transportation. The project does not include transportation improvements to encourage and improve active transportation and public transit outside of on-site access and circulation improvements. However the project does include design features that would reduce the project’s energy consumption, reduce water consumption, and encourage energy conservation, as well as provide visitors with public transportation incentives, with the ability to access nearby public transit and opportunities for walking and biking, all of which are consistent with the County General Plan, *2025 OurCounty Plan* (the Los Angeles Countywide sustainability plan), City General Plan, *Green LA* (the City’s climate action plan), and City’s Green New Deal. Thus, the project could result in a significant impact related to

consistency with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. With implementation of TRA/mm-1.1, impacts related to the project's consistency with applicable plans, policies, and regulations adopted for the purpose of reducing GHG emissions would be less than significant.

3.7.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review			
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
Would the project:					
(a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	LTS/M	No	No	Yes
(b)	Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	LTS/M	No	No	Yes

Note: LTS/M = less than significant with mitigation

a) ***Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?***

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that during project construction, the project would not generate GHG emissions, either directly or indirectly, that would result in a significant impact on the environment. Project construction impacts would be *less than significant*. Construction of the Proposed Revised Project would use the same off-road construction equipment, on-road vendor trucks, and worker vehicles as analyzed in the 2025 Final EIR.

As noted in response to Impact Discussion 3.2(a), since certification of the 2025 Final EIR, the NHMLAC has determined the anticipated first phase of project construction. The certified Final EIR analyzed worst-case scenarios considering potential phasing. The 2025 Final EIR provided a conservative analysis of on-site and off-site emission sources based on the maximum number of pieces of equipment for each construction phase, and conservatively assumed equipment would be operating 8 hours per day, 6 days per week for the duration of the construction phase. Therefore, impacts would remain *less than significant* with implementation of the Proposed Revised Project, as project phasing was analyzed in the certified Final EIR.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that during project operation, the project would generate GHG

emissions, either directly or indirectly, that may have a significant impact on the environment. Implementation of GHG/mm-1.1 would reduce operational impacts related to GHG emissions to less than significant. The Proposed Revised Project would continue to implement Mitigation Measure GHG/mm-1.1. Therefore, with implementation of Mitigation Measure GHG/mm-1.1, impacts would be *less than significant with mitigation*.

b) Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project could result in a significant impact related to consistency with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions, specifically the potential conflict with the SCAG 2020-2045 RTP/SCS in relation to improving mobility and accessibility, transportation productivity, and encouraging active transportation. With implementation of TRA/mm-1.1, impacts related to the project's consistency with applicable plans, policies, and regulations adopted for the purpose of reducing GHG emissions would be less than significant. The Proposed Revised Project would continue to implement Mitigation Measure TRA/mm-1.1. Therefore, with implementation of Mitigation Measure TRA/mm-1.1, impacts would be *less than significant with mitigation*.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.7.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures GHG/mm-1.1 and TRA/mm-1.1 (see Section 3.13, *Transportation*, in this Addendum) from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
GHG/mm-1.1	<i>The modifications to the George C. Page Museum and the development of the new museum shall not include the installation of natural gas infrastructure. Future operation of the new facilities shall not use natural gas-fired appliances. In addition, the project shall provide more electric vehicle charging stations than the mandatory requirements in the Los Angeles County Code, Title 31, Green Building Standards, electric vehicle charging space and charging station calculations (Code Section 5.106.5.3.3).</i>

3.8 HAZARDS AND HAZARDOUS MATERIALS

3.8.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR concluded that the presence of the naturally occurring tar seeps throughout the project site and the required removal of contaminated soils to an off-site location have the potential to create a hazard to construction workers at the project site during construction activities, the public, and

the staff at La Brea Tar Pits. Construction-related impacts could be significant. Implementation of Mitigation Measures HAZ/mm-1.1 and HAZ/mm-1.2 would reduce construction impacts associated with routine transport, use, or disposal of hazardous materials to less than significant. Operation of the project would not create new tar seeps within the project site. Therefore, operational hazards associated with the routine movement and disposal of the tar throughout the project site, including in areas that may interface with the new facilities proposed by the project, would be less than significant.

As noted above, during project construction, activities such as earthwork, grading, and building construction would likely require the use of hazardous materials, including fuel and oils associated with construction equipment, coatings, paints, adhesives, and caustic or acidic cleaners, and proper handling, management, and in some cases, waste disposal of these materials would be required. Impacts related to contaminated soils from naturally occurring tar seeps on-site and subsurface methane gas, as well as associated potential impacts to soil and groundwater, could occur during project construction and may exacerbate the risk of spill and/or accident conditions involving the release of hazardous materials into the environment. Impacts during construction could be significant. Implementation of HAZ/mm-1.1, HAZ/mm-1.2, and HAZ/mm-2.1 during project construction would reduce impacts associated with the release of hazardous materials into the environment to less than significant. While project operation would not exacerbate the risk of upset and accident conditions involving the release of tar-related hazardous materials into the environment, the existing high concentration of subsurface methane gas at the project site would require ongoing control measures to ensure a properly designed methane mitigation system would provide a barrier for hazardous vapors. Due to the high potential for elevated concentrations of methane gas at the project site, operational impacts related to the release of hazardous materials into the environment could be significant. Implementation of HAZ/mm-2.2 would reduce the operational impacts associated with the release of hazardous materials associated with the project to less than significant.

Construction of the project would involve the use of hazardous materials common to urban construction projects and museum operations. As such, project construction could result in potential hazardous emissions or the handling of hazardous materials and waste within 0.25 mile of an existing school. Impacts could be significant. Implementation of HAZ/mm-1.1, HAZ/mm-1.2, and HAZ/mm-2.1 during project construction would reduce impacts associated with the emission of hazardous materials in the vicinity of existing or proposed schools to less than significant. While project operation would not exacerbate the use, handling, and disposal of hazardous materials or increase the risk of spill and accident conditions involving the release of hazardous materials into the environment, the existing, naturally occurring tar seeps and the existing high concentration of subsurface methane gas at the project site would require control measures to ensure proper collection and disposal of accumulated tar near the ground surface as well as a methane mitigation system to provide a barrier for hazardous vapors. As such, operational impacts associated with potential hazardous emissions or the handling of hazardous materials and waste within 0.25 mile of an existing school could be significant. Implementation of HAZ/mm-2.2 during project operation would reduce impacts associated with the emission of hazardous materials in the vicinity of existing or proposed schools to less than significant.

The project site is not identified on any of the hazardous materials lists compiled pursuant to Government Code Section 65962.5 (see Section 5.8.1.2, *Recorded Hazardous Materials Sites*, of the 2025 Final EIR). Therefore, construction and operation of the project would not create a significant hazard to the public or the environment as it relates to hazardous materials sites compiled pursuant to Government Code Section 65962.5, and no impact would occur.

The project site is not located within 2 miles of a public airport or public use airport. Therefore, the project would not result in an airport-related safety hazard during either project construction or operation, and no impact would occur.

The project site is not located along a designated Disaster Route as defined by the Los Angeles County Department of Public Works (County Public Works). Therefore, construction impacts associated with emergency response and emergency evacuation plans would be less than significant. Upon project completion, project operation would comply with Los Angeles Fire Department (LAFD) access requirements and would not include features that would impede access to and around the project site. Thus, the project would not cause an impediment along the designated disaster routes or impair implementation of any adopted emergency response or emergency evacuation plans. Therefore, operational impacts associated with emergency response and emergency evacuation plans would be less than significant.

3.8.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review				
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum	
Would the project:						
(a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	LTS/M	No	No	No	Yes
(b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	LTS/M	No	No	No	Yes
(c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	LTS/M	No	No	No	Yes
(d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	NI	No	No	No	Yes
(e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project site?	NI	No	No	No	Yes
(f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	LTS	No	No	No	Yes

Note: LTS/M = less than significant with mitigation; LTS = less than significant; NI = no impact

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that during project construction, the project could create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Construction workers, facility employees, and the public could be exposed to hazardous materials associated with the naturally occurring tar seeps present within the project site through the required removal of contaminated soils to an off-site location. Implementation of HAZ/mm-1.1 and HAZ/mm-1.2 would reduce construction impacts associated with routine transport, use, or disposal of hazardous materials to less than significant. The Proposed Revised Project would continue to implement Mitigation Measure HAZ/mm-1.1 and HAZ/mm-1.2. Therefore, with implementation of Mitigation Measure HAZ/mm-1.1 and HAZ/mm-1.2, impacts would be *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that project operation would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Operational impacts would be less than significant. With implementation of the Proposed Revised Project, as proposed, operations would be similar to those operations approved in the 2025 Final EIR. The use of hazardous materials typically used in museums and for building and grounds maintenance, including cleaning solvents and pesticides for landscaping, would continue to occur. Additionally, the same various strategies employed to manage tar seeps within the project site would continue to be implemented. Therefore, operational impacts would remain *less than significant*.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that construction of the project could result in the release of hazardous materials into the environment related to naturally occurring tar seeps and subsurface methane gas. Impacts during project construction could be *significant*. Implementation of HAZ/mm-1.1, HAZ/mm-1.2, and HAZ/mm-2.1 during project construction would reduce impacts associated with the release of hazardous materials into the environment to less than significant. The Proposed Revised Project would continue to implement HAZ/mm-1.1, HAZ/mm-1.2, and HAZ/mm-2.1. Therefore, with implementation of HAZ/mm-1.1, HAZ/mm-1.2, and HAZ/mm-2.1, impacts would be *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that during project operation, hazardous vapors from subsurface methane gas could result in the release of hazardous materials into the environment. Impacts during project operation could be *significant*. Implementation of HAZ/mm-2.2 would reduce the operational impacts associated with the release of hazardous materials associated with the project to less than significant. The Proposed Revised Project would continue to implement HAZ/mm-2.2. Therefore, with implementation of HAZ/mm-2.2, impacts would be *less than significant with mitigation*.

- c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?***

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project could introduce hazardous materials within 0.25 mile of an existing or proposed school during construction, and impacts during project construction could be *significant*. Implementation of HAZ/mm-1.1, HAZ/mm-1.2, and HAZ/mm-2.1 during project construction would reduce impacts associated with the emission of hazardous materials in the vicinity of existing or proposed schools to less than significant. The Proposed Revised Project would continue to implement HAZ/mm-1.1, HAZ/mm-1.2, and HAZ/mm-2.1. Therefore, with implementation of HAZ/mm-1.1, HAZ/mm-1.2, and HAZ/mm-2.1, impacts would be *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project could introduce hazardous materials within 0.25 mile of an existing or proposed school during operation, and impacts during project operation could be *significant*. Implementation of HAZ/mm-2.2 during project operation would reduce impacts associated with the emission of hazardous materials in the vicinity of existing or proposed schools to less than significant. The Proposed Revised Project would continue to implement HAZ/mm-2.2. Therefore, with implementation of HAZ/mm-2.2, impacts would be *less than significant with mitigation*.

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

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The certified Final EIR concluded that the project site is not identified on any of the hazardous materials lists compiled pursuant to Government Code Section 65962.5. Construction and operation of the project would not create a significant hazard to the public or the environment as it relates to hazardous materials sites compiled pursuant to Government Code Section 65962.5, and no impact would occur. Implementation of the Proposed Revised Project would not alter the findings in the 2025 Final EIR as the project site boundary would remain the same; therefore, *no impact* would occur.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?**

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The project site is not located within 2 miles of a public airport or public use airport. The nearest airport to the project site is Santa Monica Airport, which is approximately 6 miles southwest of the project site. The certified Final EIR concluded that the Approved Project would not result in an airport-related safety hazard during either project construction or operation, and no impact would occur. Implementation of the Proposed Revised Project would not alter the findings in the 2025 Final EIR as the project site boundary would remain the same; therefore, *no impact* would occur.

- f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The project site is not located along a designated Disaster Route as defined by County Public Works. Therefore, construction impacts associated with emergency response and emergency evacuation plans with implementation of the Proposed Revised Project would remain *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Operation of the Proposed Revised Project would comply with LAFD access requirements and would not include features that would impede access to and around the project site. Thus, the Proposed Revised Project would not cause an impediment along the designated disaster routes or impair implementation of any adopted emergency response or emergency evacuation plans. Therefore, operational impacts associated with emergency response and emergency evacuation plans would remain *less than significant*.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.8.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures HAZ/mm-1.1, HAZ/mm-1.2, HAZ/mm-2.1, and HAZ/mm-2.2 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
HAZ/mm-1.1	Prior to earthwork activities, the project contractor, in coordination with the LAFD and the County, through the Foundation, shall be required to prepare a Soil Management Plan (SMP) for the removal of contaminated soils and their transportation off-site. The SMP shall be prepared in accordance with all relevant and applicable federal, state, and local laws and regulations that pertain to the transportation and disposal of hazardous materials and waste. The SMP shall: • Describe the methodology to identify and manage (reuse or off-site disposal) contaminated soil during soil excavation and/or construction; • Provide protocols for confirmation sampling, segregation and stockpiling, profiling, backfilling, disposal, guidelines for imported soil, and backfill approval from the DTSC Information Advisory on Clean Imported Fill Material; and • In addition, the LAFD may consult with other agencies (e.g., DTSC and the LARWQCB) if the nature of the contamination warrants the involvement of these agencies.
HAZ/mm-1.2	The following requirements and precautionary actions shall be implemented when disturbing soil at the project site: • No soil disturbance or excavation activities shall occur without a project site-specific Health and Safety Plan (HASP). Any soil that is disturbed, excavated, or trenched due to on-site construction activities shall be handled in accordance with applicable local, state, and federal regulations, as well as sampled and analyzed by a certified laboratory for constituents in accordance with the accepting landfill's requirements (including testing for the presence of hydrocarbons, volatile organic compounds, semi-volatile organic compounds, heavy metals, and pesticides). • The contractor shall prepare a project-specific HASP. It is the responsibility of the contractor to review available information regarding project site conditions, including the SMP, and potential health and safety concerns in the planned area of work. The HASP shall describe the proposed construction activities and hazards associated with each activity. Hazard mitigation shall be presented in the HASP to limit construction-related risks to workers. The HASP shall include emergency contact numbers, maps to the nearest hospital, gas monitoring action levels, gas response actions, allowable worker exposure times, and mandatory personal protective equipment (PPE) requirements. The HASP shall specify Certificate of Competency action levels for construction workers as well as monitoring criteria for increasing the level of PPE. The HASP shall be signed by all workers on-site to demonstrate their understanding of the construction-related risks. • The contractor and each subcontractor shall require their employees who may directly come in contact with Suspect Soil (soil that is stained or odorous) to perform all activities in accordance with the contractor's HASP. If Suspect Soil is encountered, to minimize the exposure of other workers to potential contaminants on the project site, the contractor may erect temporary fencing around excavation areas with appropriate signage as necessary to restrict access and to warn unauthorized on-site personnel not to enter the fenced area. • There shall be no reuse of excavated soil deemed inappropriate for reuse as defined in the project-specific SMP. • The contractor shall conduct, or have its designated subcontractor conduct, visual screening of soil during activities that include soil disturbance. If the contractor or subcontractor(s) encounter any Suspect Soil, the contractor and subcontractor(s) shall immediately stop work and take measures to not further disturb the soils (e.g., cover suspect soil with plastic sheeting) and inform the Foundation and the environmental monitor. The Foundation shall identify the environmental monitor—an experienced professional trained in the practice of

Mitigation Measures	
	the evaluation and screening of soil for potential impact working under the direction of a licensed Geologist or Engineer—prior to the beginning of work. • Prior to excavation activities, the contractor or designated subcontractor shall establish specific areas for stockpiling Suspect Soil, should it be encountered, to control contact by workers and dispersal into the environment, per the provisions provided in the SMP.
HAZ/mm-2.1	During construction activities at the project site, controls shall be in place to address the effects of subsurface gases and impacted soil and groundwater on workers and the public. During construction, the following shall be implemented: • Monitoring devices for methane and benzene shall be present to alert workers of elevated gas concentrations when subsurface soil-disturbing work is being performed. • Any trench or excavation wider than 18 inches and having a depth greater than 2× its narrowest width shall be monitored with a portable combustible gas detector. The portable detector shall have a resolution capable of reporting to 1% LEL (Lower Explosive Limit), or 0.1% by volume in air, or in parts per million (ppm). If concentrations of combustible gases reach or exceed 20% LEL, or 1.0% by volume in air, or 10,000 ppm, the trench or excavation shall be evacuated until such time as the gas concentrations are determined to be steadily below these levels. All welding and electrical equipment shall be removed from the trench/excavation until the area is deemed to be safe. Portable blowers are the most appropriate means of controlling combustible gas concentrations. The blower motors and appurtenant electrical wiring shall not be placed in the trench or excavation. • No welding, cutting, or other hot work shall be performed close to flammable tars which, when subjected to heat, might produce flammable or toxic vapors (per OSHA 1910.252(a)(3)(i)). Smoking should also be avoided when working near tar seeps. • Contingency procedures shall be in place if elevated gas concentrations are detected, such as the mandatory use of PPE, evacuating the area, and/or increasing ventilation within the immediate work area where the elevated concentrations are detected. • Workers shall be trained to identify exposure symptoms and implement alarm response actions. • Soil and groundwater exposure during excavations shall be minimized to reduce the surface area which could off-gas. This shall be achieved by staggering exposed excavation areas. • Soil removed as part of construction shall be sampled and tested for off-site disposal in a timely manner. If soil is stockpiled prior to disposal, it shall be managed in accordance with the project's Stormwater Pollution Prevention Plan. • Fencing shall be erected to limit public access and allow for gas dilution. The construction contractor can determine the appropriate type of fencing, as long as public access is restricted such that interaction with hazardous construction conditions does not occur. • All requirements of the project-specific HASP shall be implemented and followed as described in HAZ/mm-1.2.
HAZ/mm-2.2	As part of the final project design, the project engineer shall develop and implement a methane mitigation system. The mitigation system, which would provide a barrier for hazardous vapors, methane, and tar, consists of a subslab venting system that exhausts to the atmosphere, a subslab impermeable gas/tar barrier membrane system, and a monitoring system consisting of probes above and below the gas barrier membrane. The monitoring program consists of routine (quarterly) monitoring and reporting to the County Public Works, Environmental Programs Division. The Environmental Programs Division shall also review the plans to see if the criteria meet the requirements of Los Angeles

Mitigation Measures	
	<i>County Code 110.4 Methane Gas Hazards. Additionally, tar collection systems underneath the gas mitigation systems need to be evaluated by the engineer and by the county engineer to evaluate the performance of the overall system.</i> <i>A contingency plan should also be prepared to describe how matters shall be handled in the event that high concentrations of methane gas enter a building despite the mitigation measures.</i> <i>The inspection and periodic observations of membrane and vapor control measures shall be performed by the Vapor Barrier Engineer (i.e., the Engineer or his Designee). At a minimum, inspection/observation shall take place during the installation of the vent piping, after backfilling of the vent piping, during the installation of the vapor barrier, after the installation of the vapor barrier (prior to backfilling), during the placement of the protection course, immediately prior to placement of foundation concrete, during and at the completion of the vent riser installation for the vent piping, and at the completion of construction prior to the issuance of the system certification and certification of occupancy.</i>

3.9 HYDROLOGY AND WATER QUALITY

3.9.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR found that compliance with the requirements of the Los Angeles Regional Water Quality Control Board (LARWQCB) (Clean Water Act [CWA] National Pollutant Discharge Elimination System [NPDES] Program and Porter-Cologne Water Quality Control Act [Porter-Cologne Act] waste discharge requirements), Construction General Permit, and County stormwater regulations would be sufficient to address the potential for buildout of the project to violate water quality standards or waste discharge requirements during construction activities. Therefore, impacts related to degradation of surface or groundwater quality from construction activities would be less than significant. Incorporation of the low impact development (LID) best management practices (BMPs) and LARWQCB post-construction stormwater management requirements would improve stormwater runoff water quality, which would benefit the water quality of downstream surface waters as well as underlying groundwater resources. Additional non-structural BMPs would also need to be implemented to ensure that the increase in impervious surfaces with project implementation would not contribute to the degradation of surface or groundwater quality. Without implementation of non-structural BMPs, operational impacts related to degradation of surface or groundwater quality could be significant. Implementation of Mitigation Measures HYD/mm-1.1 and HYD/mm-1.2 would reduce operational impacts related to water quality standards or waste discharge requirements to less than significant.

As discussed in HYD Impact 1, dewatering operations are expected during construction only and appropriate compliance and contaminant measures would be implemented to avoid impacts associated with potential groundwater discharges. Therefore, the project would not substantially deplete groundwater supplies or affect groundwater recharge in a manner that would result in a net deficit in aquifer volume or permanent lowering of the local groundwater table during construction. Construction impacts would be less than significant. The project would not directly pump local groundwater to serve the project's water demand. Therefore, the project's operational impacts related to groundwater supplies and groundwater recharge would be less than significant.

Compliance with the NPDES Municipal Permits and its Municipal Separate Storm Sewer System (MS4) BMP requirements implemented in the stormwater quality management program (SQMP), along with City Code requirements, would reduce the amount of pollutants in stormwater runoff through the use of BMPs such as managing surface water runoff, on-site infiltration, and connecting to the existing City

stormwater drainage system. Adherence to the regulatory requirements and regulatory plans described above would decrease the potential for drainage pattern alteration and decrease erosion and sedimentation effects. Construction impacts would be less than significant. With adequate implementation and maintenance of SWPPPs, erosion and stormwater control plans, and drainage plans that would be required for the project site, the proposed project would not substantially alter the drainage pattern beyond the construction footprint and would not alter off-site drainage patterns. Operational impacts would be less than significant.

The project site is not located within a flood hazard zone or tsunami zone and the risk of seiche is low. Therefore, there would be no release of pollutants due to project inundation by these hazards during project construction and operation, and no impact would occur.

With compliance with existing applicable regulatory requirements and implementation of LID BMPs, the project would not conflict with or obstruct implementation of a water quality control plan or a sustainable groundwater management plan. Construction and operational impacts would be less than significant.

3.9.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review				
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum	
Would the project:						
(a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	LTS/M	No	No	No	Yes
(b)	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	LTS	No	No	No	Yes
(c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	LTS	No	No	No	Yes
(i)	Result in substantial erosion or siltation on- or off-site;	LTS	No	No	No	Yes
(ii)	Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	LTS	No	No	No	Yes
(iii)	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	LTS	No	No	No	Yes
(iv)	Impede or redirect flood flows?	LTS	No	No	No	Yes

		Conditions Requiring Subsequent Review				
		Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
(d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	NI	No	No	No	Yes
(e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	LTS	No	No	No	Yes

Note: LTS/M = less than significant with mitigation; LTS = less than significant; NI = no impact

a) *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?*

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to comply with the requirements of the LARWQCB, Construction General Permit, and County stormwater regulations, which would be sufficient to address the potential for buildout of the project to violate water quality standards or waste discharge requirements during construction activities. Therefore, impacts related to degradation of surface or groundwater quality from construction activities associated with the Proposed Revised Project would be *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Additional non-structural BMPs would continue to be implemented to ensure that the increase in impervious surfaces with project implementation would not contribute to the degradation of surface or groundwater quality. Without implementation of non-structural BMPs, operational impacts related to degradation of surface or groundwater quality could be *significant*. The Proposed Revised Project would continue to implement Mitigation Measures HYD/mm-1.1 and HYD/mm-1.2, which would reduce operational impacts related to water quality standards or waste discharge requirements. Therefore, with implementation of Mitigation Measures HYD/mm-1.1 and HYD/mm-1.2, impacts would be *less than significant with mitigation*.

b) *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. As noted above, dewatering operations are expected during construction only and appropriate

compliance and contaminant measures would be implemented to avoid impacts associated with potential groundwater discharges. The Proposed Revised Project would continue to implement appropriate compliance and contaminant measures. Therefore, implementation of the Proposed Revised Project would continue to not substantially deplete groundwater supplies or affect groundwater recharge in a manner that would result in a net deficit in aquifer volume or permanent lowering of the local groundwater table during construction. Therefore, impacts would be *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to not directly pump local groundwater to serve the project's water demand. Therefore, the project's operational impacts related to groundwater supplies and groundwater recharge would be *less than significant*.

c) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*

- i) *Result in substantial erosion or siltation on- or off-site;***
- ii) *Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;***
- iii) *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or***
- iv) *Impede or redirect flood flows?***

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to comply with the General Construction Permit, NPDES Municipal Permits, and the MS4 BMP requirements implemented in the SQMP, along with City Code requirements, which would reduce the amount of pollutants in stormwater runoff through the use of BMPs such as managing surface water runoff, on-site infiltration, and connecting to the existing City stormwater drainage system. Adherence to the regulatory requirements and regulatory plans described above would decrease the potential for drainage pattern alteration and decrease erosion and sedimentation effects. Construction impacts would be *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to implement SWPPPs, erosion and stormwater control plans, and drainage plans that would be required for the project site. The Proposed Revised Project would not substantially alter the drainage pattern beyond the construction footprint and would not alter off-site drainage patterns. Therefore, impacts would be *less than significant*.

d) Would the project, in a flood hazard, tsunami, or seiche zone, risk release of pollutants due to project inundation?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The project site is not located within a flood hazard zone or tsunami zone and the risk of seiche is low. Implementation of the Proposed Revised Project would not alter the project site boundary. Therefore, there would be no release of pollutants due to project inundation by these hazards during project construction and operation, and no impact would occur

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to comply with existing applicable regulatory requirements and implementation of LID BMPs. Therefore, the Proposed Revised Project would not conflict with or obstruct implementation of a water quality control plan or a sustainable groundwater management plan, and construction and operational impacts would be *less than significant*.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.9.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures HYD/mm-1.1 and HYD/mm-1.2 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
HYD/mm-1.1	<i>The Foundation shall implement the following non-structural Best Management Practices (BMPs) for the life of the project:</i> Open Paved Areas and Biofiltration Planter Areas <i>Regular sweeping of all open and planter areas, at a minimum, on a weekly basis in order to prevent dispersal of pollutants that may collect on those surfaces.</i> <i>Regular pruning of the trees and shrubs in the planter areas to avoid formation of dried leaves and twigs, which are normally blown by the wind during windy days. These dried leaves are likely to clog the surface inlets of the drainage system when rain comes, which would result in flooding of the surrounding area due to reduced flow capacities of the inlets.</i> <i>Trash and recycling containers shall be used such that, if they are to be located outside or apart from the principal structure, are fully enclosed and watertight in order to prevent contact of stormwater with waste matter, which can be a potential source of bacteria and other pollutants in runoff. These containers shall be emptied and the wastes disposed of properly on a regular basis.</i>

Mitigation Measures	
	Education and Training - Annual training of employees on property management and proper methods of handling and disposal of waste shall be provided. Employees should understand the on-site BMPs and their maintenance requirements. Landscape Management - Landscaping shall be maintained using minimum or no pesticides. Litter Control - An adequate number of trash receptacles shall be provided and inspected regularly. Leaky receptacles shall be prepared or replaced. Receptacles shall be covered. - Prohibit/prevent dumping of liquid or hazardous wastes. Post "no hazardous materials" signs. Inspect and pick up litter daily and clean up spills immediately. Keep spill control materials available on-site. Housekeeping of Loading Docks - Loaded and unloaded items shall be moved indoors as soon as possible. Catch Basin Inspection - Stormwater pollution prevention information shall be provided. Owner shall be made aware that the following is to be followed: "Property owner shall not allow anyone to discharge anything to storm drains or to store or deposit materials so as to create potential discharge to storm drains." - Catch basins shall be inspected regularly. Design and Construct Trash and Waste Storage Areas to Reduce Pollutant Introduction - Trash and waste will be handled and stored for pickup adjacent to the loading dock. This limits the potential introduction of pollutants into the project site. Trash and waste pickup will occur regularly. Use Efficient Irrigation Systems and Landscaping Design - Landscape shall be generally designed to provide an efficient and continuous irrigation system. - Landscape areas shall be designed to include plants that are friendly to the climate of Los Angeles. Storm Drain Stencil Signage - Stencil or label all storm drain inlets and catch basins, constructed or modified, within the project area with prohibitive language to prevent dumping of improper materials into the urban runoff conveyance system.
HYD/mm-1.2	The Foundation shall ensure all structural and non-structural Best Management Practices (BMPs) are operated, monitored, and maintained for the life of the project pursuant to the following: - All structural BMPs shall be inspected, cleaned-out, and where necessary, repaired, at the following minimum frequencies: 1) prior to October 15th each year; 2) during each month between October 15th and April 15th of each year and, 3) at least twice during the dry season (between April 16th and October 14th of each year). - Debris and other water pollutants removed from structural BMPs during cleanout shall be contained and disposed of in a proper manner. - The drainage system, the associated structures, and BMPs shall be maintained according to manufacturer's specification to ensure maximum pollutant removal efficiencies.

3.10 LAND USE AND PLANNING

3.10.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR concluded that because there are no existing residential uses on the project site nor would the Approved Project introduce a residential component during construction that would be physically separated or otherwise disrupted by the project, construction of the Approved Project would not affect the continued functioning of, access to, or otherwise obstruct aspects of the physical linkages between surrounding land uses and this part of the community. As such, construction of the Approved Project would not divide an established community, and no impact would occur. Given the project includes the renovation and expansion of the existing Page Museum and associated facilities within the existing boundary of the project site and would not introduce features that would implement barriers or divide the established uses within the project site or within the greater area of Hancock Park and the surrounding neighborhood, the project operation would not physically divide an established community; therefore, no impact would occur.

Project implementation would result in significant physical changes, partial demolition, and new construction affecting the two designated historical resources within the project site, which are the La Brea Tar Pits Historic District and the Page Museum. While implementation of Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would reduce impacts, the project would alter these resources in such a way that they would no longer convey the reasons for their significance within the parameters of the design and key features envisioned in the Master Plan. There are no mitigation measures that would reduce these impacts to less than significant while meeting the project objectives and keeping the primary elements of the Master Plan; therefore, impacts of the project would remain significant and unavoidable after implementation of the recommendations, creating inconsistencies with the applicable land use objectives, goals, and policies set forth in the County General Plan, City General Plan, and *Wilshire Community Plan*. Given there is no feasible mitigation to reduce impacts of the project related to historical resources or the identified land use policy inconsistencies, related impacts would be significant and unavoidable.

3.10.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review			
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
Would the project:					
(a)	Physically divide an established community?	NI	No	No	Yes
(b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	SU	No	No	Yes

Note: SU = significant and unavoidable; NI = no impact

a) *Would the project physically divide an established community?*

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. As noted above, there are no existing residential uses on the project site. Implementation of the Proposed Revised Project would not introduce a residential component during construction that would be physically separated or otherwise disrupted by the project. Construction of the Proposed Revised Project would occur within the boundaries of the existing project site, which would not affect the continued functioning of, access to, or otherwise obstruct aspects of the physical linkages between surrounding land uses and this part of the community. As such, construction of the Proposed Revised Project would not divide an established community, and *no impact* would occur.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The project site boundary would not be altered with implementation of the Proposed Revised Project. Therefore, project operation would continue to not physically divide an established community, and *no impact* would occur.

b) *Would the project cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to implement project Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 to reduce impacts, however, given there is no feasible mitigation to reduce impacts of the project related to historical resources or the identified land use policy inconsistencies, related impacts would remain *significant and unavoidable*.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.10.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 (see Section 3.5, *Cultural Resources – Historical Resources*, in this Addendum) from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

3.11 NOISE AND VIBRATION

3.11.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR concluded that construction noise levels at off-site receptors ST2, ST5, ST8, ST9, and ST10 would be below the significance threshold. However, the estimated noise levels at receptors ST3, ST6, and ST7 would exceed the significance threshold by 2.7 A-weighted decibels (dBA) at ST3, 4.6 dBA at ST6, and 3.9 dBA at ST7. As a result, noise impacts resulting from project construction could be significant. With implementation of Mitigation Measure NOI/mm-1.1, construction impacts would be less than significant.

Estimated noise levels from the operation of the mechanical equipment located in mechanical rooms throughout the Page Museum building, New Museum Building, and support building; rooftop dry coolers; and emergency generators would fall below the significance threshold. Additionally, operational sources of noise within the parking lot, loading docks, and the trash compactors; outdoor areas; off-site traffic noise; and composite noise levels would be below the project significance threshold.

Vibration levels generated by the construction equipment at the project site during project construction would not exceed the vibration thresholds established for building damage or human annoyance at the surrounding structures. Therefore, construction impacts related to groundborne vibration would be less than significant. During project operation, no anticipated uses of the project site would generate groundborne vibration or noise. Therefore, operational impacts related to groundborne vibration would be less than significant.

The project site is not located within 2 miles of a private airstrip or public airport and is not within an airport land use plan. The project site does not include residential uses and therefore, no one resides on the project site. The project would not expose people working in the project site to excessive aircraft-related noise levels during either project construction or operation; therefore, no impact would occur.

3.11.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review				
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum	
Would the project:						
(a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	LTS/M	No	No	No	Yes
(b)	Generation of excessive groundborne vibration or groundborne noise levels?	LTS	No	No	No	Yes

	Level of Impact in Certified FEIR	Conditions Requiring Subsequent Review			
		Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
(c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project site to excessive noise levels?	NI	No	No	No	Yes

Note: LTS/M = less than significant with mitigation; LTS = less than significant; NI = no impact

a) *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Construction activities in the certified Final EIR associated with the Approved Project were assessed to last approximately 4 years, with completion anticipated in 2027. This is the most conservative analysis from a noise perspective given the most equipment would be on the project site at one time if the project was implemented during one phase. As a result, noise impacts resulting from project construction could be *significant*. The Proposed Revised Project would continue to implement Mitigation Measure NOI/mm-1.1. Therefore, with implementation of Mitigation Measure NOI/mm-1.1, impacts would be *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would not result in modifications to mechanical equipment, emergency generators, the parking lot, loading docks, the trash compactors, outdoor areas, off-site traffic noise, or composite noise levels. As modifications to the Approved Project are limited to the addition of an external elevator structure and alterations to the north side of the Page Museum and northern berm, operation of the Proposed Revised Project would not generate additional operational noise. Similar to the heating, ventilation, and air-conditioning (HVAC) mechanical equipment assessment in the certified Final EIR, it is assumed that the elevator structure proposed as part of the modifications to the Approved Project would be equipped with silencers to reduce noise levels. Therefore, the project would not generate operational noise above the thresholds, and impacts related to operational noise would remain *less than significant*.

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to require the operation of heavy construction equipment at the project site. The certified Final EIR concluded that vibration levels generated by the construction equipment at the project site during project construction would not exceed the vibration thresholds established for building damage or human annoyance at the surrounding structures, based on the reference vibration levels for the different pieces of equipment and the distances from the primary project construction activities. Implementation of the Proposed Revised Project would not alter the pieces of equipment or the distances from the primary project construction activities that were analyzed in the certified Final EIR, as modifications to the Approved Project are limited to the addition of an external elevator structure and alterations to the north side of the Page Museum and northern berm. As such, the types of equipment and distances to adjacent structures remains the same. Therefore, construction impacts related to groundborne vibration would remain *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. During project operation, no anticipated uses of the project site would generate groundborne vibration or noise. Therefore, operational impacts related to groundborne vibration would remain *less than significant*.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would not alter the project site boundary. The project site is not located within 2 miles of a private airstrip or public airport and is not within an airport land use plan. The project would not expose people working in the project site to excessive aircraft-related noise levels during either project construction or operation; therefore, *no impact* would occur.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.11.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measure NOI/mm-1.1 from the 2025 Final EIR is applicable to the Proposed Revised Project and has been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
NOI/mm-1.1	<i>The following measures shall be implemented to reduce construction-related noise impacts:</i> <i>a. Operation of equipment used in construction, alteration, drilling, or demolition work shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m., Monday through Friday; before 8:00 a.m. or after 6:00 p.m. on Saturday; and any time on Sundays or legal holidays.</i> <i>b. A temporary barrier shall be erected around active construction areas. The placement and height of the barrier shall be adjusted based on the specific location of construction activities within the site, ensuring that the barriers are positioned as close as feasible to the work area and are sufficiently tall to maximize effectiveness in minimizing direct noise transmission to surrounding areas, such that a sound reduction of 10 dBA is achieved at the property lines on the east side of Curson Avenue and north side of 6th Street. Prior to the commencement of each construction phase, a phase-specific acoustic analysis shall be conducted to determine the optimal placement and configuration of noise barriers. In consultation with an acoustical engineer, the barrier configuration may be modified to address the specific conditions of phased construction, provided that the adjustments achieve an equivalent noise reduction outcome.</i> <i>c. Noise levels from powered equipment or powered hand tools at a distance of 50 feet from the noise source or within 500 feet of a residential zone will be limited to 75 dBA, such limits shall not apply where compliance is technically infeasible. Technical infeasibility means that the noise limit cannot be achieved despite the use of mufflers, shields, sound barriers, and/or other noise reduction devices or techniques during operation of the equipment.</i> <i>d. All construction equipment shall be properly maintained per manufacturers' specifications and fitted with the best available noise-suppression devices.</i> <i>e. Pneumatic tools used at the site shall be equipped with an exhaust muffler on the compressed air exhaust to minimize noise levels.</i> <i>f. Stationary noise sources shall be located as far from adjacent sensitive receptors as possible and shall be muffled and enclosed within temporary sheds or insulated barriers when possible.</i> <i>g. Prior to commencement of construction, a designated project contact person will directly notify the management of any surrounding residential properties located within 100 feet of the project site about the construction schedule and activities and provide a contact number to address any noise-related complaints during construction.</i> <i>h. A designated point of contact shall be identified to address noise-related complaints during construction. The noise disturbance coordinator will be responsible for responding to any local complaints about construction noise.</i>

3.12 RECREATION

3.12.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR concluded that construction of the project would not result in increased use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. Construction impacts would be less than significant. Additionally, given the project would not result in a new or permanent population that would use the project site for recreation or increase the use of nearby parks or recreational facilities and would continue to provide publicly accessible open space areas within the project site, implementation of the project would not result in an associated increase in the use of nearby existing parks and recreational

facilities such that substantial physical deterioration of any existing recreational facilities would occur or be accelerated. Therefore, impacts would be less than significant.

Construction activities associated with improvements to the existing recreational areas within the project site could include grading and other ground-disturbing activities, landscaping modifications, and the use of construction equipment throughout the construction duration of the project. The potential for adverse physical effects on the environment during project construction are evaluated throughout the environmental topic areas presented in Chapter 5, *Environmental Impact Analysis*, of the certified Final EIR. These construction activities would result in a temporary increase in noise and an increase in air quality construction-related emissions, and could also have impacts on or related to aesthetics, biological resources, archaeological resources, geology and soils, and hazards and hazardous materials. Construction impacts related to the enhancement of on-site passive recreational facilities could be significant. The Approved Project would implement construction-related Mitigation Measures AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1, BIO/mm-5.2, and BIO/mm-6.1; CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4; GEO/mm-3.1, GEO/mm-3.2, GEO/mm-4.1, and GEO/mm-6.1 through GEO/mm-6.5; GHG/mm-1.1; HAZ/mm-1.1, HAZ/mm-1.2, HAZ/mm-2.1, and HAZ/mm-2.2; NOI/mm-1.1; TRA/mm-4.1 through TRA/mm-4.3; and TCR/mm-1.1 through TCR/mm-1.4. Implementation of the project's construction-related mitigation measures referenced above would reduce construction impacts associated with enhancement of on-site passive recreational facilities to less than significant. Upon project implementation, operation of the project would not require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. Therefore, operational impacts would be less than significant.

3.12.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review			
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
<i>Would the project:</i>					
(a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	LTS	No	No	Yes
(b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	LTS/M	No	No	Yes

Note: LTS/M = less than significant with mitigation; LTS = less than significant

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Construction workers would remain temporary employees and museum employees, visitors, and the public may use nearby park and recreation facilities during construction; however, this use would remain temporary and intermittent over the project's construction period. Construction of the Proposed Revised Project would continue to not result in increased use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. Therefore, construction impacts would remain *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Given the Proposed Revised Project would not result in a new or permanent population that would use the project site for recreation or increase the use of nearby parks or recreational facilities and would continue to provide publicly accessible open space areas within the project site, implementation of the Proposed Revised Project would not result in an associated increase in the use of nearby existing parks and recreational facilities such that substantial physical deterioration of any existing recreational facilities would occur or be accelerated. Therefore, impacts would remain *less than significant*.

- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. As noted above, construction activities associated with the Approved Project would result in a temporary increase in noise and an increase in air quality construction-related emissions, and could also have impacts on or related to aesthetics, biological resources, archaeological resources, geology and soils, and hazards and hazardous materials. Construction impacts related to the enhancement of on-site passive recreational facilities could be *significant*. The Proposed Revised Project would continue to implement construction-related Mitigation Measures AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1, BIO/mm-5.2, and BIO/mm-6.1; CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4; GEO/mm-3.1, GEO/mm-3.2, GEO/mm-4.1, and GEO/mm-6.1 through GEO/mm-6.5; GHG/mm-1.1; HAZ/mm-1.1, HAZ/mm-1.2, HAZ/mm-2.1, and HAZ/mm-2.2; NOI/mm-1.1; TRA/mm-4.1 through TRA/mm-4.3; and TCR/mm-1.1 through TCR/mm-1.4. Therefore, with implementation of the construction-related mitigation measures referenced above, impacts would be *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Operation of the Proposed Revised Project would not require the construction or expansion of

recreational facilities, which might have an adverse physical effect on the environment. Therefore, operational impacts would remain *less than significant*.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.12.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1, BIO/mm-5.2, and BIO/mm-6.1; CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4; GEO/mm-3.1, GEO/mm-3.2, GEO/mm-4.1, and GEO/mm-6.1 through GEO/mm-6.5; GHG/mm-1.1; HAZ/mm-1.1, HAZ/mm-1.2, HAZ/mm-2.1, and HAZ/mm-2.2; NOI/mm-1.1; TRA/mm-4.1 through TRA/mm-4.3; and TCR/mm-1.1 through TCR/mm-1.4 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

3.13 TRANSPORTATION

3.13.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR concluded that the Approved Project would be inconsistent with regional plans related to mobility and GHG reductions (SCAG 2020-2045 RTP/SCS), as well as the City Municipal Code requirements for bicycle parking and a Transportation Demand Management (TDM) program. As such, the Approved Project could result in a significant impact related to consistency with plans, programs, ordinances, or policies. With implementation of Mitigation Measure TRA/mm-1.1, impacts related to consistency with plans, programs, ordinances, or policies would be reduced to less than significant.

The Approved Project would also result in a substantial increase in vehicle miles traveled (VMT) and would be considered a significant impact. Although implementation of Mitigation Measure TRA/mm-1.1 would reduce employee and visitor VMT and support multimodal connectivity, it may be insufficient to reduce VMT to less-than-significant levels. Therefore, the project's impacts related to causing substantial VMT would remain significant and unavoidable.

Based on the proposed site plan and evaluation of geometric design and uses, the project would result in less-than-significant impacts when considering increasing hazards during project operation.

Given the project is undergoing continued development, the specific emergency access design and parameters have not been finalized, either for construction-period or post-construction conditions. For these reasons, emergency access impacts are considered potentially significant. Impacts related to inadequate emergency access would be less than significant with mitigation. Emergency access can be addressed and brought to a level of less than significant solely with the implementation of Mitigation Measures TRA/mm-4.1 and TRA/mm-4.2. However, the exploration and facilitation of the improvements identified in Mitigation Measure TRA/mm-4.3, which are under the City's jurisdiction, are recommended to further advance and improve transportation conditions in the project site.

3.13.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review			
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
<i>Would the project:</i>					
(a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	LTS/M	No	No	No	Yes
(b) Would the project conflict or be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b)?	SU	No	No	No	Yes
(c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	LTS	No	No	No	Yes
(d) Result in inadequate emergency access?	LTS/M	No	No	No	Yes

Note: SU = significant and unavoidable; LTS/M = less than significant with mitigation; LTS = less than significant

a) *Would the project conflict with a project plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?*

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would remain inconsistent with regional plans related to mobility and GHG reductions, as well as the City Municipal Code requirements for bicycle parking and a TDM program. As such, the Proposed Revised Project could continue to result in a *significant impact* related to consistency with plans, programs, ordinances, or policies and would continue to implement Mitigation Measure TRA/mm-1.1. Therefore, with implementation of Mitigation Measure TRA/mm-1.1, impacts related to consistency with plans, programs, ordinances, or policies would be *less than significant with mitigation*.

b) *Would the project conflict or be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b)?*

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would not alter the VMT assessment used in the certified Final EIR as the modifications associated with the Proposed Revised Project are limited to the addition of an external elevator structure, alterations to the north side of the Page Museum and northern berm to provide additional internal space (resulting in an overall net decrease of area in the Page Museum), and establishment of project construction phasing. Therefore, the Proposed Revised Project would continue to result in a substantial increase in VMT and would be considered a *significant impact*. The Proposed Revised Project would continue to implement Mitigation Measure TRA/mm-1.1. Although implementation of Mitigation Measure TRA/mm-1.1 would reduce employee and visitor VMT and support multimodal connectivity, it may be insufficient to reduce VMT to less-than-significant levels.

Therefore, the Proposed Revised Project's impacts related to causing substantial VMT would remain *significant and unavoidable*.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. As the modifications associated with the Proposed Revised Project are limited to the addition of an external elevator structure, alterations to the north side of the Page Museum and northern berm to provide additional internal space, and establishment of project construction phasing, the evaluation of geometric design and uses in the certified Final EIR would not be altered. As such, the Proposed Revised Project would continue to result in *less than significant* impacts when considering increasing hazards during project operation.

d) Would the project result in inadequate emergency access?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. It is possible that project construction and needs for unique construction-period access could cause temporary delays to vehicles (including emergency response providers) in the vicinity of the project site. Given the project is undergoing continued development, the specific emergency access design and parameters have not been finalized, either for construction-period or post-construction conditions. For these reasons, emergency access impacts are considered *potentially significant*. Impacts related to inadequate emergency access would be *less than significant with mitigation*. Emergency access can be addressed and brought to a level of less than significant solely with the implementation of Mitigation Measures TRA/mm-4.1 and TRA/mm-4.2. However, the exploration and facilitation of the improvements identified in Mitigation Measure TRA/mm-4.3, which are under the City's jurisdiction, are recommended to further advance and improve transportation conditions in the project site.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.13.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures TRA/mm-1.1, TRA/mm-4.1, TRA/mm-4.2, and TRA/mm-4.3 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
TRA/mm-1.1	In consultation with the LADOT, the Los Angeles County Museum of Natural History Foundation (Foundation) shall prepare and implement a Transportation Demand Management (TDM) Program to reduce museum employee and visitor vehicle trips and increase alternative modes such as walking, bicycling, public transit, and rideshare.

Mitigation Measures	
	The Foundation shall designate an existing member of staff as the on-site TDM Coordinator. This coordinator shall be responsible for monitoring and tracking employee and visitor mode share and annual reporting to LADOT. Employee Strategies: Information shall be distributed to employees and displayed on a bulletin board, display case, or kiosk (displaying transportation information) where the greatest number of employees are likely to see it. The following measures may be applied to reduce employee vehicle trips and VMT: • Provide a transportation information bulletin board on-site with public transit information, contact information for rideshare and transit, ridesharing promotional material, bike route and facility information, and listing of on-site services or facilities. • Provide facilities on-site to support bicycling to work, such as secure bike parking, showers, and lockers. • Encourage and support participation in Metro vanpool, including subsidies for participation. • Implement paid parking for employees. • Subsidize transit passes. • Offer flexible work schedules and telecommuting, when feasible. Visitor Strategies: Transportation information for visitors shall be displayed on La Brea Tar Pits' website and distributed with physical marketing materials. The following measures may be applied to reduce visitor vehicle trips and VMT: • Advertise and offer discounted museum tickets for visitors who use public transit or a bicycle to visit the project. • Provide and maintain secure on-site bicycle parking for visitors and monitor usage to determine if additional bicycle racks are needed. ◦ Provide wayfinding signage directing bicyclists from the visitor entrances to where on-site bicycle parking is located. ◦ Ensure bicycle parking is well lit and monitored by staff. • Continue to have paid parking for visitors. • Coordinate with Metro to improve transit access and user comfort and encourage visitors to take local bus service or the future Purple Line extension to La Brea Tar Pits, through the following measures: ◦ Improve pedestrian wayfinding between the planned Purple Line station, local bus stops, and La Brea Tar Pits. ◦ Implement bus stop improvements such as shelters along Wilshire Boulevard bus stops that would be used by La Brea Tar Pits visitors. ◦ Coordinate with Metro and the City of Los Angeles to ensure that safe and comfortable pedestrian facilities (such as ADA curb ramps and continental crosswalks) are available between local bus stops and the project entrances, including at the Curson Avenue/ Wilshire Boulevard intersection. • Coordinate with the City of Los Angeles to implement planned bikeways in the vicinity of the project site and contribute to the implementation of the bikeways. This includes planned bikeways along Wilshire Boulevard and West 6th Street.
TRA/mm-4.1	A construction traffic management plan (CTMP) shall be developed by the contractor, approved by the County, the City of Los Angeles Department of Transportation (LADOT), Caltrans, and LA Metro, and implemented to alleviate construction-period impacts. The CTMP will include, but may not be limited to, the following restrictions: • Prohibition of construction worker parking on nearby residential streets. • Prohibition of construction-related vehicles parking or staging on surrounding public streets.

Mitigation Measures	
	• Prohibition of construction-related parking or staging on streets with bus service. • Temporary pedestrian and vehicular traffic controls (i.e., flag persons) during all construction activities adjacent to public rights-of-way to improve traffic flow on public roadways. • Safety precautions for pedestrians and bicyclists through such measures as alternate routing and protection barriers shall be implemented as appropriate. • Scheduling of construction-related deliveries, haul trips, etc., shall occur outside the commuter peak hours to the extent feasible. • Avoidance of construction-related deliveries, haul trips, etc. from routing along congested local and state facilities, to the extent feasible. Relocation and accommodation (as needed) of adjacent bus stops and access to the extent feasible.
TRA/mm-4.2	Consultation shall occur with the City of Los Angeles Fire Department (LAFD) to analyze the project's emergency access design, including a review of the proposed vehicle access points. Construction activities and their impact on emergency access shall also be reviewed to ensure that the final design provides adequate access to the project site and neighboring businesses and residences.
TRA/mm-4.3	To improve emergency access safety and circulation, coordination shall occur with LADOT to explore the feasibility of implementing one or more of the following improvements: • Signal timing at the built-out intersection of Curson Avenue/Wilshire Boulevard shall be regularly updated to optimize traffic signal timing. In addition, the weekday a.m. and p.m. peak period bus-only lanes on Wilshire Boulevard shall be extended to the weekday midday and weekend midday peak hours to improve bus operations through that intersection. • Signal timing at the Curson Avenue/West 6th Street intersection shall be regularly updated to optimize splits. In addition, improve existing lane striping to extend the northbound left-turn lane at the intersection, and/or add an inbound left-turn lane at the project's Curson Avenue driveway. • Incorporate safety features to accommodate passenger pick-up and drop-off along West 6th Street when planned separated bike lanes are implemented. • Monitor driveway operations at Curson Avenue. The County of Los Angeles does not have the authority to impose these measures because they are within the discretionally authority of the City of Los Angeles. Thus, while they are recommended, the County of Los Angeles is not required to implement them. However, the requirement to coordinate with the City and facilitate possible implementation of the above measures shall be required.

3.14 TRIBAL CULTURAL RESOURCES

3.14.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR concluded that based on the most impactful scenario of excavation in terms of depths and horizontal extent of excavation within the project site, ground-disturbing activities have the potential to directly impact LAN-159/H (material remains of Native American use between at least 10,000 and 3,200 years ago, and historical refuse from the 1860s through the twentieth century) as a tribal cultural resource. Therefore, impacts to tribal cultural resources during project construction could be significant. Mitigation Measures TCR/mm-1.1 through TCR/mm-1.4 have been developed considering input from the Fernandeno Tataviam Band of Mission Indians, Gabrieleno Band of Mission Indians – Kizh Nation, Gabrieleno/Tongva San Gabriel Band of Mission Indians, and Gabrielino Tongva Indians of

California. Implementation of TCR/mm-1.1 through TCR/mm-1.4 during project construction would reduce the project's construction impacts to less than significant.

Operation of the project would not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, there is no potential to encounter, alter, or disturb tribal cultural resources during project operation, and no impact would occur during project operation.

3.14.2 Impacts Associated with the Proposed Revised Project

		Conditions Requiring Subsequent Review				
	Level of Impact in Certified FEIR	Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum	
Would the project:						
(a)	Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	LTS/M	No	No	No	Yes
(i)	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or	LTS/M	No	No	No	Yes
(ii)	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	LTS/M	No	No	No	Yes

Note: LTS/M = less than significant with mitigation

- a) ***Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:***
- i) ***Listed in or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or***
 - ii) ***A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. The lead agency shall consider the significance of the resource to a California Native American tribe.***

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. As the certified Final EIR estimated the most impactful scenario in terms of depths and horizontal extent of excavation within the project site, implementation of the Proposed Revised Project would not result in any additional excavation than was analyzed in the certified Final EIR. Thus, ground-disturbing activities associated with the Proposed Revised Project would continue to have the potential to directly impact LAN-159/H as a tribal cultural resource. Therefore, impacts to tribal cultural resources during project construction could be *significant*. The Proposed Revised Project would continue to implement Mitigation Measures TCR/mm-1.1 through TCR/mm-1.4 during project construction. Therefore, with implementation of Mitigation Measures TCR/mm-1.1 through TCR/mm-1.4, impacts would be *less than significant with mitigation*.

Additionally, in accordance with Section 15164 of the State CEQA Guidelines, the County has determined that this Addendum to the certified Final EIR is the environmental document appropriate to analyze the changes that are proposed to the Approved Project since the 2025 Final EIR was originally certified, as only minor modifications that do not involve substantial changes to the project, new significant impacts, or new information are proposed. As the certified Final EIR estimated the most impactful scenario in terms of depths and horizontal extent of excavation within the project site, implementation of the Proposed Revised Project would not result in any additional excavation than was analyzed in the certified Final EIR. Therefore, Assembly Bill (AB) 52 consultation and an additional process under AB 52 is not applicable to this Addendum for the Proposed Revised Project.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Operation of the Proposed Revised Project would continue to not result in any ground-disturbing activities such as grading or excavation outside of the existing research sites; therefore, there is no potential to encounter, alter, or disturb tribal cultural resources during project operation, and *no impact* would occur during project operation.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.14.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures TCR/mm-1.1, TCR/mm-1.2, TCR/mm-1.3, and TCR/mm-1.4 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
TCR/mm-1.1	<i>Retain Tribal Consultants.</i> a. <i>Prior to any ground-disturbing activities on the project site associated with the proposed project, the Gabrieleno Band of Mission Indians – Kizh Nation, Gabrieleno/Tongva San Gabriel Band of Mission Indians, and Gabrielino Tongva Indians of California shall be retained as Tribal Consultants. Each of the Tribal Consultants shall provide the services of a representative, known as a Tribal Monitor. The Tribal Monitor(s) shall be present on-site and carry out actions described in the Archaeological and Tribal Cultural Resources Management Plan (AR-TCR Management Plan) and any actions required to comply with mitigation measures for tribal cultural resources. These actions shall include but not be limited to monitoring ground-disturbing activities. Ground-disturbing activities are defined as excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing trees, clearing, driving posts or pilings, augering, backfilling, blasting, stripping topsoil or a similar activity at the project site. The frequency of the monitoring services shall be provided on a rotational basis as outlined in TCR/mm-1.3.</i> b. <i>At least 21 days before any ground-disturbing activities commence, each of the Tribal Consultants shall submit a letter of retention to the Museum of Natural History confirming that the that they have been retained consistent with the terms of the TCR/mm-1.1.</i>
TCR/mm-1.2	<i>Prior to any ground-disturbing activities on the project site associated with the proposed project, the Tribal Consultants or Tribal Monitors shall provide a worker training to on-site project personnel responsible for supervising ground-disturbing activities (i.e., foreman or supervisor) and machine operators. The initial training shall be conducted prior to the start of ground-disturbing activities in the project site. The worker training shall include but not be limited to any topics related to protocols related to tribal cultural resources, regulatory compliance requirements, monitoring procedures and stop-work restrictions, and any other applicable mitigation measures that must be adhered to during ground-disturbing activities for the protection of tribal cultural resources. As an element of the worker training, the Tribal Consultants or Tribal Monitors shall advise the construction crews on proper procedures to follow if an unanticipated tribal cultural resource is discovered during construction whether a Tribal Monitor is present or not. The Tribal Consultants or Tribal Monitors shall also provide the construction workers with contact information for the Tribal Consultants and Tribal Monitors. Once the ground disturbances have commenced, the need for additional or supplemental worker training shall be determined through consultation with the Tribal Consultants, and project proponent or their designated project supervisor. Within 5 days of completing a worker training, a list of those in attendance shall be provided to the Museum of Natural History by the Tribal Consultants, the Qualified Archaeologist, or a designee of either parties.</i>

Mitigation Measures	
TCR/mm-1.3	Monitoring for Tribal Cultural Resources. a. <i>Prior to any ground-disturbing activities associated with the project, a minimum of one Tribal Monitor shall be present during ground-disturbing activities as stipulated in the AR-TCR Management Plan. The AR-TCR Management Plan shall establish a monitoring schedule in a manner that provides opportunities for each of the three Tribal Consultants to participate in monitoring throughout the project's duration and within specific project phases that involve ground-disturbing activities. The monitoring schedule shall be determined at the sole discretion of the Museum of Natural History. The Museum of Natural History or their designee shall notify each Tribal Consultant in advance of its assigned monitoring period to allow for adequate preparation and planning. The Qualified Archaeologist shall be responsible for coordinating and communicating with the Tribal Consultants to address the need for consistency in reporting of the results during the rotational monitoring process. If one Tribal Monitor is unable to attend on a given day, but another Tribal Monitor is present, ground-disturbing work shall commence. The need for additional monitors exceeding the two respective Tribal Monitors shall be assessed if the areas subject to monitoring exceeds what can be reasonably covered. The Tribal Monitors shall work under the direction of their respective Tribal Consultant.</i> b. <i>The Tribal Monitors shall complete daily monitoring logs that provide descriptions of the relevant ground-disturbing activities (the type of construction activities performed and location of ground-disturbing activities), sediment types, presence or absence of tribal cultural resources or potential tribal cultural resources, and any other facts, conditions, materials, or discoveries of significance to the Tribal Consultants. Monitor logs shall identify and describe any discovered tribal cultural resources or potential tribal cultural resources as defined in Public Resources Code Section 21074(a), which includes but is not limited to Native American artifacts, remains, places of significance, as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project lead agency and the Qualified Archaeologist for purposes of summarizing in the monitoring report.</i> c. <i>The Tribal Monitors shall have the authority to temporarily halt or redirect construction activities if a tribal cultural resource or potential tribal cultural resource is exposed during construction. If a tribal cultural resource or potential tribal cultural resource is identified, work in the immediate vicinity (not less than 50 feet) of the find shall stop unless another distance is determined by both the Tribal and Archaeological Monitors, which shall consider the nature of the find and the potential for additional portions of the resource to remain buried in the unexcavated areas of the project site. Construction activities may continue in other areas in coordination with the qualified archaeologist and tribal consultant.</i> d. <i>If a potential component of the existing tribal cultural resource (LAN-159/H) is identified, it shall be assessed by the Tribal Consultants as a tribal cultural resource in terms of its cultural value, based on tribal expertise, and supported by substantial evidence. If the discovery is archaeological in nature, then the assessment shall also incorporate the Qualified Archaeologist's evaluation as a potential contributor to the significance of LAN-159/H based on the California Register of Historical Resources criteria or as a unique archaeological resource, as specific in the AR-TCR Management Plan and in substantial conformance with the Archaeological and Tribal Cultural Resources Assessment. Any identified tribal cultural resources shall be assessed by both Tribal Consultants and the materials shall be cataloged and stored at the Page Museum for the period in which the ground-disturbing activities are occurring. Further analysis and the disposition of any collected materials shall be determined through consultation with the Tribal Consultant, the County, and informed by the evaluation of the materials as elements that contribute to the significance of the archaeological resource. Any consultation required shall occur on an as-needed basis during the ground-disturbing activities and continue after tribal monitoring has concluded as part of the reporting process described in Part F of TCR/mm-1.4 and CR-ARCH/mm-1.4.</i> <i>If initial monitoring identifies no further sensitivity (i.e., sediments incapable of containing tribal cultural resources) below a certain depth or within a certain portion</i>

Mitigation Measures	
	of the project site, a corresponding reduction of monitoring coverage would be appropriate. The reasoning for and scale of the recommended reduction shall be assessed by the Tribal Consultant in consultation with the Qualified Archaeologist and communicated to the Museum of Natural History in writing prior to reduction. Monitoring for tribal cultural resources shall be required until there is written confirmation from the County or a supervisor responsible for overseeing the ground-disturbing activities that there shall be no further ground-disturbing activities on the project site or in connection with the project site, either for the duration of the project. e. Within one month of concluding the tribal cultural resources monitoring, the Tribal Consultants shall prepare a memo stating that the monitoring requirements have been fulfilled consistent with the terms of TCR/mm-1.3 and summarize the results of any finds and actions taken by the tribal monitor to implement the final measures related to tribal cultural resources. The memo shall be submitted to the Museum of Natural History and the Qualified Archaeologist to be attached to a final archaeological and tribal monitoring report prepared by the Qualified Archaeologist consistent with CR-ARCH/mm-1.4.
TCR/mm-1.4	If human remains are encountered during construction all ground-disturbing work shall be immediately diverted from the discovery as directed by the Tribal Consultant and Qualified Archaeologist and based on consideration of the possibility that additional or multiple Native American human remains may be located in the project site, and after having considered whether the bones are human or faunal. Upon discovery of human remains, whether the archaeological or tribal monitor is present, the Los Angeles County Coroner's Office shall be notified, as prescribed in PRC Section 5097.98 and Health and Safety Code Section 7050.5. If the Coroner determines that the remains are of Native American origin, the Coroner shall proceed as directed in Section 15064.5(e) of the State CEQA Guidelines, and as specified in the TCRMMP, which require the coroner to notify the NAHC who will appoint a Most Likely Descendent (MLD). Funerary objects, called associated grave goods in PRC 5097.98, are also to be treated accordingly. While the coroner determines whether the remains are Native American and the MLD is designated and notified, the discovery is to remain confidential and secure to prevent any further disturbance.

3.15 UTILITIES AND SERVICE SYSTEMS

3.15.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR found that construction and installation of utility infrastructure improvements would be conducted during the initial site preparation activities to allow for renovations within the project site and would require grading and ground-disturbing activities that have been considered throughout Chapter 5, *Environmental Impact Analysis*, of the certified Final EIR. Mitigation Measures AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1, BIO/mm-5.2, and BIO/mm-6.1; CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4; CR-HIST/mm-1.1 through CR-HIST/mm-1.5; GEO/mm-3.1, GEO/mm-3.2, GEO/mm-4.1, and GEO/mm-6.1 through GEO/mm-6.5; GHG/mm-1.1; HAZ/mm-1.1, HAZ/mm-1.2, HAZ/mm-2.1, and 2.2; HAZ/mm-NOI/mm-1.1; TRA/mm-1.1 and TRA/mm-4.1 through TRA/mm-4.3; and TCR/mm-1.1 through TCR/mm-1.4 have been identified to reduce potential impacts associated with construction of future uses on-site, including construction and installation of new utility infrastructure within the boundaries of the project site. Impacts related to construction of new or expanded utility infrastructure could be significant. With implementation of all the project mitigation measures listed above as well as Mitigation Measure UTL/mm-1.1, impacts related to construction of new or expanded water, wastewater, stormwater drainage, electric power, natural gas, and telecommunications facilities would be less than significant. Following implementation of the project, the Los Angeles Department of Water and Power (LADWP) would maintain the project site's water and electricity infrastructure, Los Angeles Sanitation and Environment (LASAN) would maintain the sewer and stormwater drainage infrastructure (stormwater drainage in coordination with the Los Angeles

County Flood Control District), and natural gas infrastructure would be maintained by the Southern California Gas Company (SoCalGas). Therefore, operation of utility infrastructure improvements would not result in long-term impacts, and operational impacts would be less than significant.

The project would not exceed the available supplies projected by LADWP. Therefore, as the intermittent water use during construction would be less than the proposed water consumption at the project site, the project's temporary and intermittent demand for water during construction would be met by the City's available supplies during each year of project construction. Construction impacts related to water supply and demand would be less than significant. The project would be consistent with the demographic projections used in the SCAG 2020-2045 RTP/SCS and LADWP expects to have adequate water supplies to meet the demands of the project until at least 2045. Therefore, sufficient water supplies are available to serve the project and no new or expanded entitlements are needed. Operational impacts related to water supply and demand would be less than significant.

The project would be required to comply with numerous federal, state, and local regulations that would reduce the potential for the project to exceed the wastewater treatment requirements of the LARWQCB. These include the federal Water Pollution Control Act, which regulates discharges of pollutants into the waters of the United States; the California Water Code, which controls all considerations of water and its use; and the Porter-Cologne Act, which controls polluted discharges into state waters. Therefore, impacts would be less than significant.

The volume of solid waste generated during project construction would not exceed state or local disposal standards nor would it exceed the local infrastructure capacity to handle the waste disposal. Therefore, construction impacts would be less than significant. The volume of solid waste generated during operation of the project would neither exceed state or local disposal standards nor exceed the local infrastructure capacity to handle the waste disposal. Therefore, operational impacts would be less than significant.

The project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste during both construction and operation. Impacts are considered less than significant.

3.15.2 Impacts Associated with the Proposed Revised Project

	Level of Impact in Certified FEIR	Conditions Requiring Subsequent Review			
		Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
Would the project:					
(a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	LTS/M	No	No	No	Yes

	Level of Impact in Certified FEIR	Conditions Requiring Subsequent Review			
		Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
(b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	LTS	No	No	No	Yes
(c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	LTS	No	No	No	Yes
(d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	LTS	No	No	No	Yes
(e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	LTS	No	No	No	Yes

Note: LTS/M = less than significant with mitigation; LTS = less than significant

a) *Would the project result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. With implementation of the Proposed Revised Project, construction and installation of the utility infrastructure improvements would still be conducted during the initial site preparation activities to allow for renovations within the project site and would require grading and ground-disturbing activities that have been considered throughout Chapter 5, *Environmental Impact Analysis*, of the certified Final EIR. Mitigation Measures AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1, BIO/mm-5.2, and BIO/mm-6.1; CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4; CR-HIST/mm-1.1 through CR-HIST/mm-1.5; GEO/mm-3.1, GEO/mm-3.2, GEO/mm-4.1, and GEO/mm-6.1 through GEO/mm-6.5; GHG/mm-1.1; HAZ/mm-1.1 through HAZ/mm-1.2, HAZ/mm-2.1, and HAZ/mm-2.2; NOI/mm-1.1; TRA/mm-1.1 and TRA/mm-4.1 through TRA/mm-4.3; and TCR/mm-1.1 through TCR/mm-1.4 have been identified to reduce potential impacts associated with construction of future uses on-site, including construction and installation of new utility infrastructure within the boundaries of the project site and would continue to be implemented with the construction of the Proposed Revised Project. With implementation of all the project mitigation measures listed above as well as Mitigation Measures UTL/mm-1.1, impacts related to construction of new or expanded water, wastewater, stormwater drainage, electric power, natural gas, and telecommunications facilities associated with the Proposed Revised Project would remain *less than significant with mitigation*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Following implementation of the Proposed Revised Project, LADWP would continue to maintain the project site's water and electricity infrastructure, LASAN would maintain the sewer and stormwater drainage infrastructure (stormwater drainage in coordination with the Los Angeles County Flood Control District), and natural gas infrastructure would be maintained by SoCalGas. Therefore, operation of utility infrastructure improvements would not result in long-term impacts, and operational impacts would remain *less than significant*.

b) *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?*

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. As modifications to the Approved Project are limited to the addition of an external elevator structure and alterations to the north side of the Page Museum and northern berm, the Proposed Revised Project would not exceed the available supplies projected by LADWP. Therefore, as the intermittent water use during construction would be less than the proposed water consumption at the project site, the project's temporary and intermittent demand for water during construction would be met by the City's available supplies during each year of project construction. Construction impacts related to water supply and demand would be *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Because the Proposed Revised Project would be consistent with the demographic projections used in the SCAG 2020-2045 RTP/SCS and LADWP expects to have adequate water supplies to meet the demands of the project until at least 2045, sufficient water supplies are available to serve the Proposed Revised Project and no new or expanded entitlements are needed. Therefore, operational impacts related to water supply and demand would remain *less than significant*.

c) *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to be required to comply with numerous federal, state, and local regulations that would reduce the potential for the project to exceed the wastewater treatment requirements of the LARWQCB. These include the federal Water Pollution Control Act, which regulates discharges of pollutants into the waters of the United States; the California Water Code, which controls all considerations of water and its use; and the Porter-Cologne Act, which controls polluted discharges into state waters. Therefore, impacts would remain *less than significant*.

d) Would the project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

CONSTRUCTION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. Compared to the Approved Project, construction of the Proposed Revised Project would result in an increase of 2,813 square feet of building area and an additional 1,200 square feet of demolition. This would result in a total of 258.61 cubic yards of solid waste generated by the Proposed Revised Project, compared to the 192.46 cubic yards generated by the Approved Project, resulting in a net increase of 66.15 cubic yards. The Proposed Revised Project would be required to comply with mandatory waste reduction requirements identified in California Green Building Standards Code (CALGreen) Section 5.408, which requires the diversion of at least 65% of construction-related waste generated during construction. Based on required compliance with CALGreen waste diversion requirements, approximately 91 cubic yards of solid waste generated during project construction would be disposed of at Azusa Land Reclamation or one or more of the other Class III landfills serving the County. Azusa Land Reclamation has the capacity to accept and process approximately 2,036,700 cubic yards of additional solid waste per year; therefore, there would be adequate available capacity to dispose of the approximately 91 cubic yards of solid waste generated during the Proposed Revised Project's construction. As such, the volume of solid waste generated during project construction would not exceed state or local disposal standards nor would it exceed the local infrastructure capacity to handle the waste disposal. Therefore, construction impacts would remain *less than significant*.

OPERATION

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would result in an approximately 6.5% increase in building square footage compared to the Approved Project. A total of approximately 4,070 cubic yards of solid and green waste per year would be generated by the Proposed Revised Project. Operational waste would be disposed of at Azusa Land Reclamation, which has the capacity to accept approximately 2,036,700 cubic yards of additional solid waste per year; therefore, a total of approximately 4,070 cubic yards of solid and green waste per year would not exceed existing capacity at Azusa Land Reclamation facility. Further, a minimum of 50% of all solid waste would be required to be recycled pursuant to AB 939, consistent with the State's solid waste reduction goals. Based on required compliance with AB 939, approximately 1,911 cubic yards of operational solid and green waste per year would be disposed of at Azusa Land Reclamation. Therefore, the volume of solid waste generated during operation of the project would neither exceed state or local disposal standards nor exceed the local infrastructure capacity to handle the waste disposal. Therefore, operational impacts would remain *less than significant*.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would remain consistent with the applicable regulations associated with solid waste and would promote compliance with AB 939, AB 341, and AB 1826. In addition, waste diversion and reduction during project construction and operations would be completed in accordance with CALGreen standards, County diversion standards, and the County Integrated Waste Management

Plan. As a result, the project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste during both construction and operation; therefore, impacts would remain *less than significant*

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.15.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures AES/mm-4.1; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1, BIO/mm-5.2, and BIO/mm-6.1; CR-ARCH/mm-1.1 through CR-ARCH/mm-1.4; GEO/mm-3.1, GEO/mm-3.2, GEO/mm-4.1, and GEO/mm-6.1 through GEO/mm-6.5; GHG/mm-1.1; HAZ/mm-1.1, HAZ/mm-1.2, HAZ/mm-2.1, and HAZ/mm-2.2; NOI/mm-1.1; TRA/mm-1.1 and TRA/mm-4.1 through TRA/mm-4.3; and TCR/mm-1.1 through TCR/mm-1.4. from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

Mitigation Measures	
UTL/mm-1.1	<i>To confirm the sewer system serving the project site can accommodate the total wastewater flows generated by the project, the Los Angeles County Museum of Natural History Foundation (Foundation) shall coordinate with Los Angeles Sanitation and Environment (LASAN) during project permitting and prior to construction for confirmation of sewer system capacity. LASAN shall make this determination by conducting detailed gauging and further evaluation to identify a specific sewer connection point and/or to determine if upgrading or additional sewer lines are necessary to accommodate the project.</i>

3.16 MANDATORY FINDINGS OF SIGNIFICANCE

3.16.1 Summary of Impacts Identified in the 2025 Final EIR

The certified Final EIR found that one candidate species for listing under the federal Endangered Species Act—monarch butterfly—has been recorded on the project site. While the project site does not support overwintering aggregations of monarch butterflies, the presence of non-native tropical milkweed (*Asclepias curassavica*), a known nectar source and host plant and potentially harmful ecological trap for both resident and migratory monarchs, is documented to occur on-site. Project implementation could result in potentially significant impacts during the construction process on the federal candidate monarch butterfly, either directly or through habitat modifications (i.e., removal of milkweed plants). In addition, the project site may contain potential jurisdictional wetland/aquatic resources in and along Oil Creek and the Lake Pit, and project activities could directly and indirectly impact the associated riparian wetland habitat. The project could directly impact nesting birds during project construction and temporarily impact nesting bird habitat through project implementation. Further, the project could potentially conflict with the County of Los Angeles Oak Tree Ordinance due to the removal, relocation, trimming, or replacement of the 11 oak trees on the project site. These impacts can be reduced to less-than-significant levels by implementing Mitigation Measures BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1, BIO/mm-5.2, BIO/mm-5.3, BIO/mm-6.1, and BIO/mm-6.2, as detailed in Section 5.3.5, *Environmental Impact Analysis*, of the certified Final EIR. With implementation of these measures, the project would not

substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number or restrict the range of a rare or endangered plant or animal.

The project's proposed alterations to the Page Museum would compromise its historic integrity to the point that the historical resource would no longer convey the reasons for its significance. In addition, the project implementation would result in a comprehensive redesign of Hancock Park, which would erode and interrupt the eclectic but cohesive character-defining features of this historic district such that it would no longer convey the reasons for its significance as a CRHR- and locally eligible historic district. The loss of eligibility for the resource represents material impairment and an impact on the environment. While implementation Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 would reduce impacts to the extent feasible, the project would alter these resources in such a way that they would no longer convey the reasons for their significance within the parameters of the design and key features envisioned in the Master Plan. There are no mitigation measures that would reduce these impacts to less-than-significant levels while keeping the primary elements of the Master Plan; therefore, impacts of the project would remain significant and unavoidable after mitigation.

The Approved Project would result in cumulatively considerable impacts related to historical resources and inconsistencies with applicable land use plans and policies established to protect historical resources. In addition, the Approved Project would result in a significant contribution to cumulative transportation impacts by resulting in a net increase in VMT. Although implementing the proposed mitigation measures would reduce project impacts, they would not mitigate them to less than cumulatively considerable contributions to potential cumulative impacts. Therefore, the project's impacts related to historical resources, inconsistencies with land use plans and policies established to protect historical resources, and the increase in VMT would remain cumulatively considerable.

The Approved Project would result in potentially significant impacts to aesthetics, air quality, geology and soils, GHG emissions, hazards and hazardous materials, and noise during construction and operation of the project; however, the project would implement mitigation measures to reduce impacts to less-than-significant levels. As such, after implementation of the identified mitigation measures, the project's environmental effects on human beings would be less than significant.

3.16.2 Impacts Associated with the Proposed Revised Project

	Level of Impact in Certified FEIR	Conditions Requiring Subsequent Review			
		Substantial Change in Project or Circumstances Involving New or More Severe Significant Effects	New Information Showing New or More Severe Significant Effects	New Mitigation or Alternative to Reduce Significant Effect is Declined	Proposed Revised Project Meets the Conditions for an Addendum
(a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	SU	No	No	No	Yes
(b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	CC	No	No	No	Yes
(c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	LTS/M	No	No	No	Yes

Note: SU = significant and unavoidable; LTS/M = less than significant with mitigation; CC = cumulatively considerable

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

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to implement Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5. With implementation of the identified mitigation measures, impacts to historical resources would remain *significant and unavoidable*.

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

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to implement Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 and TRA/mm-1.1. Although implementation of Mitigation Measures CR-HIST/mm-1.1 through CR-HIST/mm-1.5 and TRA/mm-1.1 would reduce the Proposed Revised Project’s impacts related to the identified cumulative impacts (historical resources and VMT), they would not mitigate them to less-than-significant levels. Therefore, the Proposed Revised Project’s impacts related to historical resources, inconsistencies with land use plans and policies established to protect historic resources, and the increase in VMT would remain *cumulatively considerable*.

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

Implementation of the Proposed Revised Project would not alter the determination of the certified Final EIR. The Proposed Revised Project would continue to implement Mitigation Measures AES/mm-4.1 and AES/mm-4.2; AQ/mm-3.1; GEO/mm-3.1, GEO/mm-3.2, GEO/mm-4.1, and GEO/mm-6.1 through GEO/mm-6.4; GHG/mm-1.1; HAZ/mm-1.1, HAZ/mm-1.2., HAZ/mm-2.1, and HAZ/mm-2.2.; and NOI/mm-1.1. With implementation of the project mitigation measures listed above, the project would not result in significant adverse effects on human beings, and impacts would be *less than significant with mitigation*.

Conclusion

The Proposed Revised Project would not result in any new or more severe significant impacts than those identified in the 2025 Final EIR. Consequently, the Proposed Revised Project would not trigger the need for preparation of a subsequent or supplemental EIR under the criteria in Sections 15162(a) and 15163(a) of the State CEQA Guidelines.

3.16.3 Adopted Mitigation Measures Applicable to the Proposed Revised Project

Mitigation Measures AES/mm-4.1 and AES/mm-4.2; AQ/mm-3.1; BIO/mm-1.1, BIO/mm-2.1, BIO/mm-3.1, BIO/mm-5.1, BIO/mm-5.2, BIO/mm-5.3, BIO/mm-6.1, and BIO/mm-6.2; CR-ARCH/mm-1.1, CR-ARCH/mm-1.2, CR-ARCH/mm-1.3, and CR-ARCH/mm-1.4; CR-HIST/mm-1.1, CR-HIST/mm-1.2, CR-HIST/mm-1.3, CR-HIST/mm-1.4, and CR-HIST/mm-1.5; GEO/mm-3.1, GEO/mm-3.2, GEO/mm-4.1, GEO/mm-6.1, GEO/mm-6.2, GEO/mm-6.3, GEO/mm-6.4, and GEO/mm-6.5; GHG/mm-1.1; HAZ/mm-1.1, HAZ/mm-1.2, HAZ/mm-2.1, and HAZ/mm-2.2; HYD/mm-1.1 and HYD/mm-1.2; NOI/mm-1.1; TRA/mm-1.1, TRA/mm-4.1, TRA/mm-4.2, and TRA/mm-4.3; TCR/mm-1.1, TCR/mm-1.2, TCR/mm-1.3, and TCR/mm-1.4; and UTL/mm-1.1 from the 2025 Final EIR are applicable to the Proposed Revised Project and have been incorporated into the MMRP for the Proposed Revised Project.

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CHAPTER 4. CONCLUSION

The proposed La Brea Tar Pits Master Plan Project revisions reflect a minimal change in proposed development and do not involve any conditions that require preparation of a subsequent or supplemental EIR. This Addendum demonstrates that the proposed amendments would not require major revisions to the 2025 Final EIR because the changes do not result in any new or substantially increased significant environmental effects pursuant to State CEQA Guidelines Sections 15162(a)(1) and 15162(a)(2). The proposed revisions would not result in a new significant impact or a substantial increase in the severity of an impact identified in the 2025 Final EIR pursuant to State CEQA Guidelines Sections 15162(a)(3)(A) and 15162(a)(3)(B). Furthermore, no new information of substantial importance exists that indicates that there are mitigation measures or alternatives that are considerably different from those analyzed in the 2025 Final EIR that would substantially reduce one or more significant effects on the environment, and that the project proponents have declined to adopt the mitigation measure or alternative pursuant to State CEQA Guidelines Section 15162 (a)(3)(D). Therefore, based on the criteria established in State CEQA Guidelines Sections 15162 and 15164, an Addendum is the proper CEQA documentation for the revisions to the La Brea Tar Pits Master Plan Project.

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CHAPTER 5. REFERENCES CITED

- California Department of Transportation (Caltrans). 2018. California State Scenic Highway System Map. Available at: <https://caltrans.maps.arcgis.com/>. Accessed October 2022.
- City of Los Angeles. 2016. *Mobility Plan 2035*. Adopted September 7, 2016. Available at: https://planning.lacity.org/odocument/523f2a95-9d72-41d7-aba5-1972f84c1d36/Mobility_Plan_2035.pdf. Accessed October 2022.
- County of Los Angeles (County). 2025. *California Environmental Quality Act Findings of Fact and Statement of Overriding Considerations, State Clearinghouse No. 2022020344*. Adopted by the County of Los Angeles Board of Supervisors, February 4.
- Gruen Associates, Executive Architect (Gruen). 2025. *La Brea Tar Pits & Museum Site Package and Building Package, 50% Construction Drawings*. Weiss/Manfredi, Design Lead and Natural History Museums of Los Angeles County Foundation, Owner. Los Angeles, California. August.
- iNaturalist. 2017. La Brea Tar Pits Wildlife Survey. Available at: www.inaturalist.org/projects/la-brea-tar-pits-wildlife-survey. Accessed March 2022.
- Kittelson and Associates, Inc. 2022. *La Brea Tar Pits Master Plan Final Transportation Assessment*. Prepared for SWCA Environmental Consultants. August 8. On file, SWCA Environmental Consultants, Pasadena, California.
- Millington, C., and J. Dietler. 2023. *Archaeological and Tribal Cultural Resources Assessment for the La Brea Tar Pits Master Plan Environmental Impact Report, Los Angeles, California*. SWCA Cultural Resources Report No. 23-47. SWCA Environmental Consultants, Pasadena, California.
- Shannon and Wilson. 2023. *Geology and Soil Discipline Report, Revision 2: La Brea Tar Pits Museum Master Plan Project, 5801 Wilshire Boulevard, Los Angeles, California*. Report No. 109748-001. Prepared for Natural History Museums of Los Angeles County. Burbank, California: Shannon and Wilson. January 27. On file, SWCA Environmental Consultants, Pasadena, California.
- South Coast Wildlands. 2008. *South Coast Missing Linkages: A Wildland Network for the South Coast Ecoregion*. Available at: <http://www.scwildlands.org/reports/scmlregionalreport.pdf>. Accessed March 2022.
- SWCA Environmental Consultants (SWCA). 2023a. *Historic Resources Technical Report, La Brea Tar Pits Master Plan, Los Angeles, California*. Prepared for the Los Angeles County Museum of Natural History Foundation. SWCA Environmental Consultants, Pasadena, California. January.
- . 2023b. *Paleontological Resources Technical Report: La Brea Tar Pits Master Plan, Los Angeles, California*. Prepared for Natural History Museums of Los Angeles County. SWCA Environmental Consultants, Pasadena, California. January 23

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APPENDIX A

Resumes of Key EIR Addendum Personnel

BOBBETTE BIDDULPH, B.S., PLANNING AND ENVIRONMENTAL SUBJECT MATTER EXPERT

Bobbette Biddulph has 30 years of experience with planning, environmental documentation, and compliance spanning a myriad of project types, from small and focused, to large, complex, and controversial. Bobbette balances competing objectives throughout the planning process, providing clients with sophisticated insight and guidance to inform decision-making. Her knowledge of the California Environmental Quality Act (CEQA), CEQA case law, National Environmental Policy Act (NEPA), environmental regulations, and streamlining opportunities allows her to prepare exceptional CEQA documents and peer reviews for environmental documents. With a degree in city and regional planning, Bobbette's academic training provides a necessary foundation to support many types of planning and environmental review projects. Her recent experience includes the Wilmington Neighborhood Greening Project with the Los Angeles Department of Public Works (LADPW) Bureau of Engineering, the La Brea Tar Pits Master Plan EIR, CEQA and technical study peer reviews for several cities in the greater Los Angeles area.

YEARS OF EXPERIENCE

30

EXPERTISE

Project and program management

CEQA and NEPA compliance

Contract, consultant, and team management

Streamlining and tiering

Technical report review and quality compliance

Budget and schedule controls

EDUCATION

B.S., City and Regional Planning;
California Polytechnic State University,
San Luis Obispo; 1992

NUMEROUS AWARDS AND HONORS

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

La Brea Tar Pits Master Plan EIR, Los Angeles County Natural History Museum; Los Angeles County, California; Los Angeles County, California. SWCA is preparing an environmental impact report (EIR) to address the environmental impacts of significant improvements to this iconic site in central Los Angeles. With significant development having occurred in the project vicinity in recent years (e.g., at the adjacent Los Angeles County Museum of Art and with the Los Angeles Metro), the EIR and approach to construction phasing will be highly scrutinized. In addition to leading the EIR process, SWCA is assisting with the public engagement process. The conceptual master plan was recently developed by the Natural History Museum for the future development and enhancement of the La Brea Tar Pits site. The master plan includes the existing museum and Hancock Park and seeks to unify the critical research sites, buildings, exhibition space, and the park with an inspiring new identity. *Role: Senior Project Manager.*

Wilmington Neighborhood Greening Project; City of Los Angeles Department of Public Works, Bureau of Engineering; Los Angeles County, California. SWCA is preparing the technical studies and the CEQA document, likely an EIR, to support the Wilmington Neighborhood Greening Project. The project includes two phases, the first phase includes improvements to the Wilmington Recreation Center property and the second phase in the Wilmington-Anaheim area. The project would reduce pollutant loads in stormwater that flows through the community and into San Pedro Bay. By capturing stormwater during major flooding events, the project would also alleviate flooding. Project

features would be within the stormwater capture area generally to the north and east of the Wilmington Recreation Center site. After a retention basin is installed at the Wilmington Recreation Center, improvements to the aboveground baseball diamond, park greens, and streetscape would also occur. Key issues that will be addressed in the CEQA analysis include cultural resources, hydrology and water quality, land use and planning, transportation, noise, and nesting birds. *Role: Project Manager.*

Los Angeles Department of Water and Power, As-Needed Environmental Assessment and Air Quality Services; Los Angeles, California. SWCA is providing as-needed consultant environmental consultant support, including specialized technical studies and CEQA environmental documents for the maintenance and development of water and power facilities. *Role: Contract Manager.*

As-Needed CEQA Review and Planning Services Contract; City of Monrovia, California. In 2023, SWCA prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the construction of a new single-family residence in the city of Monrovia. The City had determined that an IS/MND would be necessary due to a discretionary land use change for the lot from Public Facilities to Single-Family

Residential. In addition, the California Department of Fish and Wildlife (CDFW) was concerned with various biological resource species and potential effects relating to nearby open space and preserve lands. In addition, the nearby residential community provided input on the project's bulk, scale and design. SWCA prepared a defensible IS/MND to support the process, including identification of several mountain lion specialists to address CDFW's concerns. The project was approved in early 2024. Due to the caliber of support that SWCA provided on this project, the City elected to select SWCA as their primary on-call consultant to review CEQA documents submitted by the applicants' consultants. *Role: Contract and Project Manager.*

As-Needed CEQA and Environmental Planning Services Contract; City of Santa Clarita Planning Department; Santa Clarita, California. For several years, SWCA has held an as-needed contract with the City of Santa Clarita. Most projects include SWCA preparation of CEQA studies and peer review of other consultants' technical reports (e.g., biological resources, cultural resources). Santa Clarita regularly comments that SWCA provides excellent service and CEQA expertise. *Role: Contract Manager and Project Manager.*

As-Needed Planning and Environmental Services Contract; City of San Luis Obispo; San Luis Obispo County, California. SWCA holds an as-needed environmental and CEQA services contract with the City of San Luis Obispo. SWCA supplements City of San Luis Obispo staff by providing full-service planning and environmental review services for specific plans and amendments, general plan and zoning amendments, and development projects, including commercial, redevelopment, and residential projects. *Role: Project Manager/Environmental Planner.*

Richards Ranch EIR; City of Santa Maria; Santa Barbara County, California. SWCA is preparing an EIR for the Richards Ranch project, which includes the annexation of 43.75 acres located within Santa Barbara County to the City of Santa Maria. The anticipated project includes high-density residential uses, retail, and mini-storage. *Role: Project Manager. Managing the preparation of the EIR, advising the City on applicant-required studies, and supporting the public hearing and response to comment process.*

***As-Needed Environmental Services; City of San Diego Transportation and Stormwater Department; San Diego County, California.** In addition to providing oversight and CEQA support on the City of San Diego Transportation and Stormwater Department, Bobbette was also responsible for management and implementation of a key priority project—the San Diego State University (SDSU) Stadium Outfalls project. The project scope of work included CEQA, biological and jurisdictional waters analysis, cultural resources assessment, City of San Diego permitting, and three regulatory agency permits. The project allowed for the smooth transfer of the stadium site by the City of San Diego to California State University for the SDSU West campus. To deliver five properly functioning storm drain outfalls, the project included repairs and replacements. *Role: Project Manager.*

***Encinitas Community Park EIR; City of Encinitas; Encinitas, California.** The Hall Property Community Park was proposed and developed by the City of Encinitas on a 43-acre site. The park includes two full-sized baseball fields and a third smaller baseball field. The park also provides soccer fields, an aquatic center, skate park, teen center, dog park, and additional recreation facilities for varied experiences. The EIR withstood challenge in court. *Role: Senior Project Manager.*

***Tuolumne River Regional Park Master Plan EIR, Tuolumne River Regional Park Joint Powers Authority; Modesto, California.** Managed the EIR for this 7-mile waterfront park master plan. The plan provides a long-range vision for the park, including overall guidance for the conservation and improvement of the park. The EIR for this project addresses environmental issues that face the city of Modesto, the city of Ceres, and Stanislaus County in development of this regional park, including hydrology, fire protection services, biological resources, cultural resources, and hazardous materials. *Role: Project Manager.*

***Santa Susana Field Laboratory EIR; California Department of Toxic Substances Control (DTSC); Ventura County, California.** The Santa Susana Field Laboratory is a former rocket engine test, nuclear, and liquid metals research facility located on a 2,849-acre site in the Simi Hills. The use of hazardous substances at the field laboratory has resulted in soil and/or groundwater contamination. The field laboratory is currently the focus of a comprehensive environmental investigation and cleanup program, conducted by Boeing, the U.S. Department of Energy, and the National Aeronautics and Space Administration, and overseen by the DTSC. *Role: Senior CEQA Specialist.*

ADRIANNA GJONAJ, B.A., LEAD ENVIRONMENTAL PLANNER

With 8 years of experience in environmental planning, Adrianna Gjonaj is a seasoned Lead Environmental Planner specializing in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance for urban infill, infrastructure, and multi-jurisdictional projects. Adrianna has authored and managed environmental impact reports (EIRs), mitigated negative declarations (MNDs), sustainable communities environmental assessments (SCEAs), and categorical exemptions (CEs), and conducted technical analyses, including air quality modeling, greenhouse gas assessments, and noise impact reports. Adept at overseeing project milestones, budgets, and quality control, Adrianna excels in team leadership and mentoring. She fosters strong client relationships and brings additional expertise from internships in development strategy, urban resilience, and financial analysis. Adrianna has a proven track record in delivering sound science and creative solutions for complex environmental challenges.

YEARS OF EXPERIENCE

8

EXPERTISE

NEPA/CEQA compliance

EIRs

EDUCATION

B.A., Economics and Urban Planning;
Loyola Marymount University; 2017

REGISTRATIONS / CERTIFICATIONS

Esri Certificate of the Location
Advantage, California; 2016

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

* Santa Monica College 2024 Main Campus Master Plan Update EIR; Santa Monica Community College District; Los Angeles County, California. The Project included the demolition of existing temporary and permanent buildings, totaling approximately 360,100 gross square feet (gsf) of building area, and the construction of five main new buildings. The Project also included approximately 207,073 gsf of building renovations to two existing buildings and created various new and enhanced open spaces throughout the campus, including landscaping the proposed new student union building, a welcome lawn, an outdoor amphitheater, a science quad, the Tri (triangular open space area), and new quad. *Role Title: Project Manager. Managed and authored this EIR, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*

* Santa Monica College Art Complex Replacement Project; Santa Monica Community College District; Los Angeles County, California. The Project included the amendment to the SMC Career and Educational Facilities Master Plan (2010 Update)

to incorporate two parcels with a total lot area of approximately 1 acre for the proposed construction and operation of the SMC Art Complex Replacement Project consisting of approximately 31,877 gross square feet of floor area and 20 general purpose parking spaces. *Role Title: Project Manager. Managed and authored this MND, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*

* Panorama City Center EIR; Primestor LLC; Los Angeles County, California. The project included the demolition of the Panorama Mall, two fast food restaurants, a Walmart retail building, and associated surface parking lot and the new construction of a mixed-use project consisting of 5,187,006 square feet of development, including up to 3,544 multi-family residential dwelling units, commercial retail uses (including retail space and fitness space), restaurant uses, entertainment uses (event hall, banquet, museum space, recording and movie studio space, and cinema uses), office uses (general office and medical office uses), and up to 120 hotel rooms. The project would occur in up to four phases, completed over 20 years with full operation in 2043. The project would include a specific plan that would provide specific development standards for the project. *Role Title: Project Manager. Managed and authored this EIR, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*

* 2800 Casitas Avenue EIR; 2800 Casitas, LLC; Los Angeles County, California. The project included the development of a mixed-use project in the Northeast Los Angeles Community Plan area that would consist of five buildings with a total of 419 multi-family residential units (approximately 423,872 square feet) and approximately 64,000 square feet of commercial space. *Role Title: Environmental Planner. Co-authored this EIR, including noise, air quality, greenhouse gas technical analyses, maps and graphics, and fieldwork.*

- * **Third and Fairfax Mixed-Use EIR; Third Fairfax LLC; Los Angeles County, California.** The project included the redevelopment of an existing commercial retail shopping center to construct and operate an eight-story, mixed-use residential project with 331 dwelling units and 83,994 net square feet of commercial floor area. *Role Title: Senior Environmental Planner. Managed and authored this EIR, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*
- * **South Park Tower Project; Venice Hope Group LLC; Los Angeles County, California.** The project included the demolition of four commercial office and retail buildings totaling 89,510 square feet and the construction of a 452,630-square-foot, two-tower, mixed-use development. Tower 1 would occupy the western portion of the Project Site and includes a 22-story hotel with 300 guest rooms and 3,120 square feet of ground-floor restaurants. Tower 2 would occupy the eastern portion of the Project Site and includes a 23-story residential building with 250 dwelling units and 10,000 square feet of ground-floor medical offices. *Role Title: Project Manager. Managed and authored this SCEA, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*
- * **Main Street Tower Project; Venice Hope Group LLC; Los Angeles County, California.** The project included the demolition of four existing commercial/retail buildings (a total of approximately 28,110 square feet of floor area) and surface parking lot and the new construction, use, and maintenance of a 30-story (340 feet above grade) mixed-use building with 363 residential dwelling units and 12,500 square feet of ground-floor commercial and retail uses. *Role Title: Project Manager. Managed and authored this SCEA, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*
- * **400 San Vicente Project; 400 San Vicente LLC; Los Angeles County, California.** The project included the demolition of existing commercial, retail, and office buildings and the new construction, use, and maintenance of an eight-story, mixed-use building with 126 residential dwelling units and 11,615 square feet of ground-floor commercial, retail, and restaurant uses. *Role Title: Senior Environmental Planner. Managed and authored this SCEA, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*
- * **8931 Helms Place Project; 8931 Helms LLC; Los Angeles County, California.** The project included the demolition of existing residences and the new construction, use, and maintenance of a five-story, multi-family residential apartment building with 78 dwelling units (including 11 Very Low Income units and one (1) Extremely Low Income unit). The project will be approximately 48,432 square feet in floor area. *Role Title: Project Manager. Managed and authored this Technical Memorandum, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*
- * **11905 Wilshire Boulevard Project; Radha MFH CAL, LLC; Los Angeles County, California.** The project included the demolition of existing commercial uses and the new construction, use, and maintenance of a multi-family residential apartment building with 81 dwelling units and ground-floor commercial space. *Role Title: Project Manager. Managed and authored this Technical Memorandum, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*
- * **Agave at Palm Canyon Affordable Housing Project; West Hollywood Community Housing Corporation; Riverside County, California.** The project included the new construction, use, and maintenance of a 71-unit senior affordable housing development on a previously undisturbed vacant lot. *Role Title: Senior Environmental Planner. Managed and authored this NEPA environmental assessment, including noise, air quality, greenhouse gas technical analyses, maps and graphics, fieldwork, and coordination with the client and subconsultants.*
- * **Grandview Apartments Project; Grandview Apartments LP; Los Angeles County, California.** The project included the construction of a 100-unit affordable housing development. This project included HCD and HCIDLA funding. *Role Title: Project Manager. Managed and authored this Categorical Exemption, including noise, air quality, greenhouse gas technical analyses, maps/graphics, field work, and coordination with the client and subconsultants.*
- * **Willowbrook III Project; Linc Housing; Los Angeles County, California.** The project included the construction of a 51-unit affordable housing development. This project included LACDA funding. *Role Title: Project Manager. Managed and authored this Mitigated Negative Declaration, including noise, air quality, greenhouse gas technical analyses, maps/graphics, field work, and coordination with the client and subconsultants.*

DAN HERRICK, M.H.C., PRINCIPAL ARCHITECTURAL HISTORIAN

Dan Herrick has been a practicing preservation professional in California for over a decade. Having worked at a mixture of boutique historic preservation firms and large environmental services companies, He is proficient in documenting and evaluating cultural resources and preparing SOI Standards analyses. He has completed a variety of historic preservation planning documents for projects throughout the United States. Through extensive research experience, Dan is familiar with a variety of international, national, and regional historical contexts, but has a notably strong understanding of the recently built environment. He is also well versed in evaluating historic districts, assessing cultural landscapes, developing rehabilitation strategies, and providing recommendations for context-sensitive infill construction projects. Recent projects involved navigating complex regulatory nexuses related to the built environment as part of larger permitting and compliance strategies. This includes conducting surveys, determining historical significance, preparing reporting documents, and performing multi-party outreach to meet technical reporting and consultation requirements under NHPA Section 106, NEPA, CEQA, PRC 5024 and 5024.5, and a multitude of local frameworks. Dan brings cross-discipline knowledge and implements a holistic approach to all projects to provide a thorough and well-executed product.

YEARS OF EXPERIENCE

13

EXPERTISE

Eligibility determinations for NRHP, CRHR, and local inventories in California

Leading and executing large-scale historic resources surveys

Historic District and Cultural Landscape analyses

Specialized expertise in historic preservation planning and policy

SOI Standards review and compliance

NHPA Section 106 / NEPA / CEQA

EDUCATION

M.H.C., Heritage Conservation; University of Southern California, School of Architecture; 2014

B.A., History, University of Calgary; 2009

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

La Brea Tar Pits Master Plan EIR; Los Angeles County Museum of Natural History; Los Angeles County, California. SWCA is preparing an EIR addressing the environmental impacts of significant improvements to this iconic site in central Los Angeles. Significant development has occurred in the project vicinity in recent years (e.g., at the adjacent LA County Museum of Art and with the LA Metro), and the EIR and approach to construction phasing will be highly scrutinized. In addition to leading the EIR process, SWCA is assisting with the public engagement process. The conceptual master plan was recently developed by the Natural History Museum for the future development and enhancement of the La Brea Tar Pits site. The master plan includes the existing museum and Hancock Park and seeks to unify the critical research sites, buildings, exhibition space, and the park with an inspiring new identity. *Role: Architectural Historian and Preservation Planner. Provided support for development of Historical Resources Technical Report and coordinating with client and design team to identify preservation alternatives. Approached the property as a cultural landscape, looking at the overall evolution of the site from a ranch and oil fields to a large urban park and cultural center, as well as its feature, circulation patterns, buildings, view corridors, structures, and other aspects that contribute to the La Brea Tar Pits and broader Hancock Park.*

Fairplex Specific Plan Historical Resources Technical Study; Impact Sciences, City of Pomona; Pomona, Los Angeles County, California. SWCA is preparing CEQA-compliant technical studies in support of the development of a specific plan for the Fairplex property, which has hosted the Los Angeles County Fair for the last century. The 543-acre property has undergone multiple periods of development since the 1920s, resulting in various exhibition, recreation, and support buildings that, combined with various site features, collectively create

a complex cultural landscape. *Role: Lead Historic Preservation Planner. Reviewed and developed several historic contexts, including history of county fairs, public parks and open space, agricultural expositions, relevant building typologies, and Japanese Internment Assembly Centers; prepared robust construction chronology for property, assessing characteristics of property as cultural landscape and identifying comprehensive list of character-defining features; managing project team; delivered several CEQA-compliant studies, including Historical Resources Technical Report; and is working with project planners to identify appropriate infill construction sites and approaches.*

San Luis Ranch Agricultural Heritage Center; Coastal Community Builders; San Luis Obispo, San Luis Obispo County, California. SWCA is completing a variety of mitigation measures related to the relocation and rehabilitation of three historic buildings for the San Luis Ranch project in San Luis Obispo, California. This includes preparing Historic American Building Survey-style documentation, interpretive planning, and a rehabilitation plan for the three historical buildings, which are being integrated into a new Agricultural Heritage Center as part of

the overall San Luis Ranch development. *Role: Lead Historic Preservation Planner. Preparing rehabilitation plan for three historical resources being integrated into new Agricultural Heritage Center; rehabilitation plan includes robust conditions assessment and series of treatment and approach recommendations for SOIS-compliant stabilization and reuse of buildings and structure.*

City of Atascadero Historic Preservation Ordinance; MIG, Inc., City of Atascadero; Atascadero, San Luis Obispo County, California. As part of a larger effort to streamline environmental reviews under CEQA, SWCA is preparing the city's first historic preservation ordinance to specifically address cultural resources. *Role: Lead Historic Preservation Planner. Met with City and other project team members to identify and expand goals, challenges, and constraints related to development of City's first historic preservation program. Building upon knowledge established under preparation of City's General Plan Update Cultural Resources Element, identified series of case study examples of other municipalities throughout California that have similar circumstances from which to reference and worked with City staff and planning team to develop ordinance to meet current best practices in world of cultural resources and historic preservation, while also meeting immediate goals outlined by City.*

Atascadero Fire Station 1 Historic Resources Support; City of Atascadero; Atascadero, San Luis Obispo County, California. SWCA was contracted by the City to prepare a Historic Resources Memorandum to address potential impacts to cultural resources as part of the new Fire Station 1 project. This included preparing design criteria and other recommendations to be included within the design building package for the project. *Role: Architectural Historian / Historic Preservation Planner. Prepared the documentation and recommendations to address the historical resource constraints on site, which included the former site of the original Mercantile building and the remaining sunken garden within the project area. All recommendations were prepared to reduce impacts to historical resources under CEQA.*

* Ballona Creek Trash Interceptor Project Section 106 Consultation; Los Angeles County Bureau of Engineering; Marina Del Rey, Los Angeles County, California. The BOE was working with a private contractor to install a state of the art, floating trash and refuse interceptor at the mouth of the Ballona Creek flood channel and the Pacific Ocean. The proposed interceptor would tether to the existing jetties of the flood channel, which qualifies as a historic property. *Role: Architectural Historian. Mr. Herrick was responsible for preparing the technical reporting to demonstrate compliance with Section 106. This included providing a robust identification effort and analysis per the criteria for adverse effect and the Secretary of the Interior's Standards for the Treatment of Historic Properties. All materials were prepared on behalf of the BOE and consistent with reporting requirements and Section 106 consultation guidance provided by the U.S. Army Corps of Engineers, the lead agency for the project.*

* Destination Sacramento – Old Sacramento Waterfront Redevelopment Design Consultation and CEQA Historical Technical Report; City of Sacramento; Sacramento, California. The project involves redeveloping a portion of Old Sacramento and re-energizing it as a public space. Located within the Old Sacramento National Historic Landmark District, the area is a famous heritage destination in California and features a complex layer of buildings and structures dating from the Gold Rush era to the present-day. The project goal is to reconnect and re-energize the space by providing new amenities and creating new connections between Old Sacramento, the Sacramento River, and the surrounding community. *Role: Architectural Historian / Historic Preservation Planner. Conducted original research to develop construction chronology that addresses district, overall cultural landscape, and individual contributing properties; resurveyed historic district and determined original rehabilitated structures from relocated, reconstructed, and infill construction; and supported design team with historic design consultation and identified unique and engaging interpretive programming opportunities, as well as required environmental permitting and compliance reporting under CEQA.*

* San Francisco Cable Car Barn and Museum, Master Plan and Historic Resource Evaluation; San Francisco Department of Public Works; San Francisco, California. *Role: Architectural Historian, Preservation Planner. Mr. Herrick prepared a Historic Resource Evaluation report for the San Francisco DPW to support the master plan process for the Cable Car Barn and Museum property. This included extensive research, outlining the complex levels of historic status, developing a thorough construction chronology, and providing a list of character-defining features and spaces that are essential to preserving the building and its historic character.*

* LA Plaza Cultural Village - Historic Design Study and CEQA Reporting for Infill Construction; Rios Clementi Hale Studios; Los Angeles, California. *Role: Architectural Historian, Preservation Planner. Mr. Herrick served as an architectural historian in the preparation of the Design Study for the LA Plaza Cultural Village mixed-use development. Located adjacent to the LA Plaza Historic District, which dates from the Spanish settlement of Los Angeles, the project involved consulting on the design to ensure compatibility of the new mixed-use construction within the setting of the adjacent historic district and its various periods of construction. This also included identifying key landscape elements that help contribute to the interpretive quality of the surrounding district and integrating similar components into the project design.*

SUSAN ZAMUDIO-GURROLA, M.H.P., LEAD ARCHITECTURAL HISTORIAN

Susan Zamudio-Gurrola is an architectural historian with 12 years of experience in historic preservation and cultural resources management, including extensive experience in Los Angeles County. Her experience includes preparing cultural resources studies in compliance with the National Environmental Policy Act (NEPA), Section 106 and Section 110 of the National Historic Preservation Act (NHPA), California Environmental Quality Act (CEQA), and local ordinances; conducting historic resource surveys; and preparing historic context statements, cultural resources elements, historic preservation ordinance updates, Historic American Buildings Survey (HABS)/Historic American Engineering Record (HAER) documentation, historical resource analysis for mitigated negative declarations and environmental impact reports, and Caltrans-format cultural resources reports. Susan also conducts project design review to assess conformance with the *Secretary of the Interior's Standards*. She has performed extension-of-staff historic preservation services for the County of Ventura Planning Division and City of Fresno. Susan meets and exceeds the Secretary of the Interior's Professional Qualifications Standards for history and architectural history.

YEARS OF EXPERIENCE

12

EXPERTISE

CEQA

NHPA Section 106 and Section 110

Historic resource surveys

Historic context statements

Design review

Secretary of the Interior's Standards

EDUCATION

M.H.P., Historic Preservation; University of Southern California; 2010

B.A., Art and Architectural History; University of California, Santa Barbara; 2004

MEMBERSHIPS

California Preservation Foundation

National Alliance of Preservation Commissions

SELECTED PROJECT EXPERIENCE (*denotes project experience prior to SWCA)

Historical Resources Technical Report for the Wilmington Greening Infrastructure Projects; City of Los Angeles Department of Public Works, Bureau of Engineering (LADPW BOE); Los Angeles, California. SWCA is preparing an EIR for the Wilmington Greening Infrastructure Projects proposed in the community of Wilmington in the Harbor Region of Los Angeles. The projects are being designed and developed in partnership between LADPW BOE and the City of Los Angeles Sanitation and Environment department to reduce pollutant loads in stormwater that flows through the community and into San Pedro Bay. Stormwater will be captured during major flooding events, alleviating flooding in the surrounding area. Project elements include the installation of a stormwater capture system at the Wilmington Recreation Center park, as well as improved recreational amenities, streetscape infrastructure, landscaping, and bioswales and permeable pavement throughout the surrounding area. SWCA completed the required technical studies including a Historical Resources Technical Report that identified existing eligible historical resources adjacent to the project area, evaluated three properties for potential eligibility under federal, state and city criteria, assessed the potential to cause substantial adverse change to historical resources, and recommended mitigation to address vibration impacts. *Role: Architectural Historian, Primary Author.*

Valley Plaza Recreation Center Historic Property Survey Report; City of Los Angeles Department of Public Works, Bureau of Engineering (LADPW BOE); Los Angeles, California. SWCA completed a historical resources survey and evaluation for the Valley Plaza Recreation Center to support the city's building decarbonization project and a CEQA exemption. The study included background and archival research, a pedestrian survey, and evaluation for potential historic significance. *Role: Project Manager; Primary Author.*

Benjamin Franklin Library Historic Property Survey; City of Los Angeles, Department of Public Works, Bureau of Engineering; Los Angeles County, California. SWCA is preparing technical studies for the City of Los Angeles Department of Public Works Bureau of Engineering for the Benjamin Franklin Branch Library Renovations Project. The scope includes archaeological, historical, and paleontological resources technical reports. Tasks included evaluating the property for historic significance, identifying character-defining features, and providing preservation input and project plan review to the design team to facilitate compliance with the SOL's Standards. *Role: Architectural Historian. Conducted research and contributed to historical resources technical report.*

Riverview Development Project IS/MND; City of Santa Clarita Planning Division; Santa Clarita, California. SWCA prepared an IS/MND for the Riverview Development Project that proposed the construction and operation of a mixed-use development with residential and light manufacturing uses on the lands of the former Saugus Speedway. As part of the environmental analysis, SWCA technical experts completed a peer review of the Built Environment Inventory and Evaluation Report previously prepared for the project. *Role: Architectural Historian. Worked on the peer review.*

7601 and 7615 Reseda Boulevard Historic Resources Assessment; Tait Land, Inc.; Los Angeles, California. SWCA prepared a historic resources assessment report for two properties at 7601 and 7615 Reseda Boulevard—a car wash and former drive-thru restaurant—to clarify their status as historical resources pursuant to CEQA. The former drive-thru restaurant had previously been identified in a citywide survey as potentially eligible for its property type and architectural style. SWCA's analysis included a literature review, contextual and property-specific research, a field survey, a comparative analysis of properties similar to the former drive-thru, and an evaluation of the properties for eligibility for the NRHP, California Register of Historic Resources, and local designation. The field survey and archival research showed that the former drive-thru building had been considerably altered, and the comparative analysis showed that it was not an exceptional example of its property type based on other extant examples in the city. The Los Angeles City Planning Office of Historic Resources concurred with SWCA's findings. *Role: Project Manager, primary author.*

La Palma Park Improvements Project; City of Anaheim; Anaheim, California. SWCA conducted built environment and archaeological studies to support the proposed replacement of a recreation center, and construction of new park buildings, athletic fields, and other improvements. The architectural historic properties assessment report met the requirements of Section 106, and included delineation of an area of potential effects, local consultation, literature review and archival research, a field survey, NRHP significance evaluation of La Palma Park, and preparation of a report and California Department of Parks and Recreation 523 series forms. SWCA assisted the City with Native American outreach and consultation with the SHPO. *Role: Project Manager, primary author.*

* Harbor View Memorial Park Cemetery Historical Structures Report and Treatment Plan; City of Los Angeles Department of Recreation and Parks; San Pedro, Los Angeles County, California. The project consisted of improvements at the Harbor View Memorial Park Cemetery, a property that is designated as a City of Los Angeles Historic-Cultural Monument. The study established the cemetery's existing conditions, and analyzed proposed improvement plans, which included multiple alternatives, for conformance with the Secretary of the Interior's Standards to avoid impacts to the historical resource. *Role: Architectural Historian, co-author.*

* 7965/7985 Santa Monica Boulevard Cultural Resources Assessment; City of West Hollywood; West Hollywood, California. Susan served as an architectural historian for the cultural resources assessment prepared for the redevelopment project proposed for the properties at 7965 and 7985 Santa Monica Boulevard in West Hollywood. Efforts included conducting a field survey, literature review, extensive building-specific and contextual research related to LGBTQ history, assisting with the Secretary of the Interior's Standards review of project plans and impacts assessment, serving as a coauthor of the cultural resources assessment report, and attending Historic Preservation Commission and Planning Commission meetings. *Role: Architectural Historian; co-author.*

* Emergency Communication Towers Categorical Exclusions; Ventura County Fire Protection District; Ventura County, California. The project entailed assisting the Ventura County Fire Protection District (VCFPD) with the preparation of three Categorical Exclusions under NEPA, Categorical Exemptions under CEQA, and the associated cultural resources technical studies. The project proposed to construct towers and antennas at three VCFPD fire stations for broadcasting and receiving Federal Communications Commission (FCC)-licensed radio signal as part of a remote wildfire early detection network. As the project required licensing from the FCC and included funding from the Federal Emergency Management Agency, it required compliance with Section 106 of the NHPA. This included conducting a cultural resources study for each fire station which included delineating an Area of Potential Effects for each project site, completing cultural resources records searches, Native American and interested party consultation, public notice, archival research, field surveys, evaluations for the National and California Registers, and an impacts/effects assessment. Following completion of the studies, concurrence was obtained from the California State Historic Preservation Officer (SHPO). *Role: Task manager; primary author.*

ROBERT MACALLER, B.S. SENIOR NATURAL RESOURCES DIRECTOR

Robert MacAller is the Southern California Natural Resources Director at SWCA. He began his career as a restoration biologist and has been providing expertise in natural resources–related issues for over 30 years. Robert has spent the past two decades guiding his clients through the complexities of local, state, and federal environmental regulations to successfully complete their projects. He has managed large teams to complete challenging projects for private developers, city and county governments, and federal agencies. As a habitat restoration expert, he has effectively negotiated, planned, implemented, and managed mitigation projects for a variety of habitats throughout California and the Southwest. Additionally, Robert has led multiple departments and offices, developing staff and promoting community involvement, and successfully leading an organization of multi-disciplinary environmental professionals.

YEARS OF EXPERIENCE

33

EXPERTISE

Biological site assessments

Restoration planning USACE, San Diego County qualified, CPUC approved

Restoration ecology

Endangered plants

Native Plant Propagation

Upland and riparian ecosystems

CEQA

EDUCATION

B.S., Biology; San Diego State University; 1992

REGISTRATIONS / CERTIFICATIONS

County of San Diego Approved California Environmental Quality Act Consultant, California; San Diego County

Associate Environmental Professional; Association of Environmental Professionals

TRAINING

Advanced Business Finance

Advanced CEQA, Association of Environmental Professionals

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

La Brea Tar Pits Master Plan Environmental Impact Report (EIR), Los Angeles County Natural History Museum (NHM); Los Angeles County, California. SWCA prepared an EIR addressing the environmental impacts of significant improvements to this iconic site in central Los Angeles. Significant development has occurred in the project vicinity in recent years, including the adjacent LA County Museum of Art and with the LA Metro. The conceptual master plan was recently developed by the Natural History Museum for the future development and enhancement of the La Brea Tar Pits site. The master plan includes the existing museum and Hancock Park and seeks to unify the critical research sites, buildings, exhibition space, and the park with an inspiring new identity. In addition to preparing the EIR, SWCA assisted with the public engagement process. The Final EIR was completed in early 2025. *Role: Senior Biologist. Leading Natural Resources team, ensuring the natural resources analysis meets overarching program goals.*

Pacific Industrial Warehouse California Environmental Quality Act (CEQA); City of Santa Clarita; Los Angeles County, California. SWCA is preparing the Initial Study and Mitigated Negative Declaration (IS/MND) for the proposed Pacific Industrial Warehouse Project. The IS/MND evaluates the environmental effects of the project, which includes the construction and operation of a 174,000-square-foot industrial warehouse building and associated site improvements on a 12.84-acre property. SWCA is preparing concise, yet legally adequate evaluations of all other issue areas identified in the State CEQA Guidelines Appendix G, Environmental Checklist. In addition, SWCA provided technical peer reviews of the Applicant-prepared technical reports, including biological resources and cultural resources. SWCA is managing potential stakeholder concerns through close coordination with the City and clearly addressing the areas of controversy through the environmental document. *Role: Program Director. Provided Natural Resources peer review of studies provided by applicant for the City of Santa Clarita.*

San Francisquito Canyon Aquatic Barriers Restoration Program; Resource Institute, Inc.; Los Angeles County, California. SWCA in partnership with The Resource Institute (RI) is working with the United States Forest Service (USFS) on a National Fish and Wildlife Foundation (NFWF) grant to conduct river restoration at two

distinct sites along San Francisquito Creek in the Angeles National Forest (ANF). The work is part of a programmatic, watershed approach to restoring aquatic organism passage (AOP), for the California red-legged frog and unarmored threespine stickleback, both federal and state listed species. Design and implementation of Natural Channel Design (NCD) methodologies is underway at four high priority passage

barriers along the creek; three AOP barriers are undersized culverts clogged with sediment and debris after fire activity, and the fourth is located at the site of the failed St. Francis Dam, where dam foundation remnants have blocked natural stream flows. Phase 1 of the Program involves baseline conditions analyses, natural channel design/engineering, road crossing design/engineering, developing all required permitting documents (including National Environmental Policy Act [NEPA] and CEQA), stakeholder and community outreach, and biological and cultural resource. *Role: Program Director, Restoration Ecologist. Provided quality control review of biological reports, plant data consultation, wildlife habitat evaluations, biological field studies, and habitat restoration recommendations.*

Riverview Mixed-Use Development CEQA Compliance; City of Santa Clarita; Los Angeles County, California. SWCA prepared an IS/MND for a mixed-use project on this 35.4-acre site in Santa Clarita. The project includes a tentative tract map that would subdivide the lot into five planning areas, including a residential and a commercial component. Development would result in 318 single-family attached and detached residential units, along with 67,692 square feet of studio buildings and 2,000 square feet of office space. SWCA also assisted the City with the Native American consultation process under Assembly Bill 52. The project was approved in late 2024. *Role: Program Director. Provided natural resources peer review of studies provided.*

Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy Program EIR; Impact Sciences, Inc.; San Bernardino County, California. SWCA provided environmental services in support of the Southern California Association of Governments (SCAG) Program EIR for the 2020 Regional Transportation Plan/Sustainable Communities Strategy in accordance with environmental compliance procedures under federal metropolitan planning law and regulations, CEQA statutes and guidelines, and other relevant federal and state environmental laws and regulations. SWCA is conducting biological, cultural, and paleontological resources studies in support of the Program EIR. *Role: Program Director. Existing resource and impact analysis for six county SCAG regional transportation plans.*

*** City of San Diego As-Needed Environmental Support Services; City of San Diego Public Works Department; San Diego, San Diego County, California.** Provided support to the City of San Diego's Public Works Department, Engineering & Capital Projects, with various Capital Improvement Program water and sewer, transportation, park, and other City of San Diego projects. Projects included preparation of CEQA documentation (primarily MNDs), development of biological reports (biotechnical reports) in compliance with City of San Diego biological guidelines, monitoring and reporting of construction activities for projects located in or adjacent to the Multiple Habitat Planning Area and/or in habitats for threatened/endangered species, processing and assisting with negotiation of permits with regulatory agencies, and preparation and implementation of native wetland and upland habitat restoration plans. *Role: Project Manager, Principal-in-Charge, Restoration Ecologist. Provided overall contract and client management, reporting and invoicing, quality control review of biological reports, plant data consultation, wildlife habitat evaluations, biological field studies, and habitat restoration recommendations.*

Kinder Morgan Product Pipelines Seam Weld Metal Loss Integrity Dig Environmental Services; Kinder Morgan Product Pipelines; Multiple Locations, California. SWCA is assisting with environmental permit clearances for roughly 1,800 pipeline anomalies across Kinder Morgan's U.S. liquids assets. SWCA is providing natural and cultural resources, CEQA, wetlands, and permitting services. Several hundred projects are located throughout California and require Clean Water Act, California Department of Fish and Wildlife Section 1602, natural resource studies, nesting bird surveys, arborist evaluations, and endangered species analysis. *Role: California Project Manager / Biologist. Conducted jurisdictional waters delineations and habitat assessments; prepared and oversaw preparation of biological memoranda, delineation reports, CWA Section 401 and 404 permit application packages, Lake or Streambed Alteration Agreement notifications, and Section 7 Endangered Species Act consultations; and regularly coordinated with client and resource agencies.*

Environmental Clearance On-Call Contract for Natural, Cultural, and Water Resources Services; Southern California Edison (SCE); Multiple Counties, California. Under a 3-year on-call contract, SWCA partnered with SCE to provide intake within a construction database and perform archaeology, biology, and waters desktop reviews; jurisdictional delineation and permitting; and construction coordination, including survey and monitoring, in support of various utility projects, including deteriorated pole replacements, grid reliability and maintenance, GO 131-D, and transmission line rating remediation. SCE's projects are located on land administered by numerous agencies, including the U.S. Department of Defense (DOD), Bureau of Land Management (BLM), U.S. Forest Service (USFS), National Park Service (NPS), and California State Parks. *Role: Program Director. Quality control of wetland permit packages and biological technical reports, endangered species recommendations, natural resources oversight, and natural resources program staffing.*

Revised La Brea Tar Pits Master Plan Project and Phase One Project

Description and Design Summary



Revised by the Natural History Museum, January 2026

The possibilities that exist at La Brea Tar Pits have captured our collective imaginations for some time. As we look forward to the next generation of research and public service, the opportunity to reshape this very special place is both thrilling and timely. Building upon the Loops and Lenses competition entry, the La Brea Tar Pits Master Plan and Concept Design seeks to capture the immense potential of transformation with a comprehensive vision that extends the research and programmatic mission of La Brea Tar Pits through a cohesive campus in the heart of Los Angeles.

This master planning effort has benefitted tremendously from the dedicated support and active engagement of the NHMLAC Leadership and Master Planning Team, Board of Trustees, Board Steering Committee, NHMLAC Planning Working Groups, and our strong team of engineering and specialty consultants. In a new framework vision that weaves together a renovated and expanded museum with a rejuvenated park, Weiss/Manfredi is honored to share a Master Plan that will guide this remarkable and unique institution towards the future as a vibrant community asset and an internationally recognized scientific and cultural mecca.

The image shows two handwritten signatures in black ink. The first signature on the left is 'Marion Weiss' and the second signature on the right is 'Michael A. Manfredi'. Both are written in a fluid, cursive style.

Marion Weiss and Michael A. Manfredi



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Revised La Brea Tar Pits Master Plan Project

Revised La Brea Tar Pits Master Plan Project Description

- Renovating the Page Museum within the existing building footprint of approximately 63,200 square feet, including deferred maintenance of the building and systems and to meet modern seismic, electrical, and building code standards. The renovation would also allow much of the collection space to be reorganized and enlarged to provide better housing and display of the collections to the public. The enlarged storage for the collections and renovated labs would accommodate additional storage, state-of-the-art research facilities, and space for visiting researchers. Retaining the central open-air courtyard as an indoor-outdoor integration of the museum and as a primary character-defining feature and the space frame that supports the frieze.
- Construction of a new external elevator structure, which would be connected by a walkway to the northern side of the Page Museum terrace. The new external elevator structure would be located where the existing mechanical enclosure is, between the Page Museum and the parking lot. With this renovation, the existing staircase and 1,200 square-foot mechanical enclosure would be demolished, and mechanical equipment would be relocated within the Page Museum renovation underneath the new terrace. The new elevator structure has been designed to be slightly lower than the building height of the Page Museum.
- Construction of an approximately 2,813-square-foot addition on a portion of the north side of the Page Museum berm to accommodate the new ground-floor addition beneath. This new design would result in a reconfigured berm, which would no longer reach the ground level. This reconfiguration would include constructing a new mechanical well, exterior staircase east of the new elevator, new office space, and a catering kitchen.
- Refinements to the reuse of the existing south entrance for an outdoor education space. These renovations would include the addition of permanent benched seating for a capacity of 58, four of which would be compliant with the Americans with Disability Act (ADA); tree wells; handrails; and landscaping, as well as the removal of two existing statues and signage that flank the existing entrance (to be relocated elsewhere on the property).
- Retaining the structural space frame that supports the frieze, including the open-air, steel-grid roof that enhances the indoor-outdoor integration of the Page Museum and is a primary character-defining feature that would not be altered or capped.

- Constructing a new museum building of approximately 40,000 square feet, including a new cafe, farther to the north and west of the Page Museum, allowing for more separation of the new museum from the existing Page Museum, while also allowing for an increase in square footage to the Central Green community space.
- Revising the programming for interior spaces of the Page Museum and the new museum building, resulting in changes and improvements to the location of the theater, classrooms, the retail store, and other interior elements.
- Reconfiguring on-site surface parking to complement the adjusted new building footprint, extending north of the new museum building and maintaining the number of parking spaces that currently exist on-site, with the inclusion of required electric vehicle charging stations, with entrances from 6th Street and Curson Avenue.
- Reconfiguring the existing main entrance of the Page Museum to become a new outdoor classroom and education entrance, which would include the planting of trees to shade the proposed stepped seating.
- Connecting the Page Museum and the new museum building with a covered, open-air breezeway. An entrance would be incorporated into the northwestern corner of the Page Museum to provide access to the breezeway, thereby retaining more of the original character-defining features and materials of the historical resource.
- Removing a portion of the berm at the northwest corner to accommodate a new entrance to the Page Museum.
- Modification of the west and north sides of the berm would still be necessary and would allow for an Americans with Disabilities Act (ADA) ramp up to the terrace level on the west. The berms on the east and south side would be maintained, along with new berms on the west side of the new building.
- Renovating the existing entrance to La Brea Tar Pits at Wilshire Boulevard and South Curson Avenue with a shaded canopy and new welcome pavilion.
- Renovating the existing entrance at the northwest corner of West 6th Street and the entrance to the Los Angeles County Museum of Art service drive with a shaded canopy and new welcome pavilion.

- Reconfiguring the existing pedestrian pathways on-site into a continuous and ADA accessible paved path linking the existing features of the project site; improvements to the Central Green community space, and establishment of a children's play area, picnic areas, and a possible future small dog park.
- Renovating the excavation compound including Pit 91 and Project 23 to better serve both research and educational programs.
- Renovating the existing facilities at all the tar pits in the northwestern portion of the project site, including removal and replacement of some vegetation. Establishment of three distinct landscaping zones encircled by a looping pedestrian path. The landscaping currently includes more than 330 trees on the project site. The Project would require removal and replacement and/or relocation of between 150 and 200 trees. The planting strategy includes the planting (introduction or relocation) of a similar number of trees as would be removed. It is estimated that some percentage of the 150 to 200 trees to be removed may be eligible to be successfully relocated rather than replaced. The project would also create three biofiltration areas for stormwater management.

Discovery & Inspiration

This story begins 20 million years ago. Organisms on the ocean floor were slowly compressed by marine sediments into crude oil. Then came the glacial retreat during the Ice Age, followed by thousands of years of tectonic shifts before oil finally seeped up to the earth's surface and turned into asphalt. It is within these sticky pools of tar that animals and plants are trapped, killed, and ultimately preserved. Over time, the site has become a rich repository of extinct and extant lifeforms on Earth, forming a record of our changing environment. Specimens excavated from the site teach us about the history of the planet and, more importantly, help us imagine our future on Earth in the current Anthropocene era.

Throughout our lives, La Brea Tar Pits has provided an enduring source of wonder and a point of orientation for our own exploration and understanding of the world. Few other parks in the world bring active discovery and raw curiosity into such

tantalizingly close reach. Few other museums in the world juxtapose real-time excavation and imaginative display. With all the potential of a phenomenal landmark in place, the site can be further transformed into a cohesive destination that serves both the public and scientists. Already an internationally recognized institution and a key component to the region's cultural milieu, the transformed museum and site must have greater legibility, provide a richly layered visitor experience, and enhance the city with a dramatic new setting for science, education, and public life.

Building upon the Loops and Lenses competition entry, the La Brea Tar Pits Master Plan redefines Hancock Park and the museum as one unified identity. The continuous loops connect the rich but disparate existing structures, enhancing amenities for community and research. The lenses, as framed views throughout the park and museum, bring into focus the museum collection and scientific

activities at multiple scales. As flexible armatures, loops and lenses connect and reveal—they form an intimate journey of discovery and inspiration. Together they tell the story of La Brea Tar Pits: the continuum from prehistoric time to our contemporary moment.

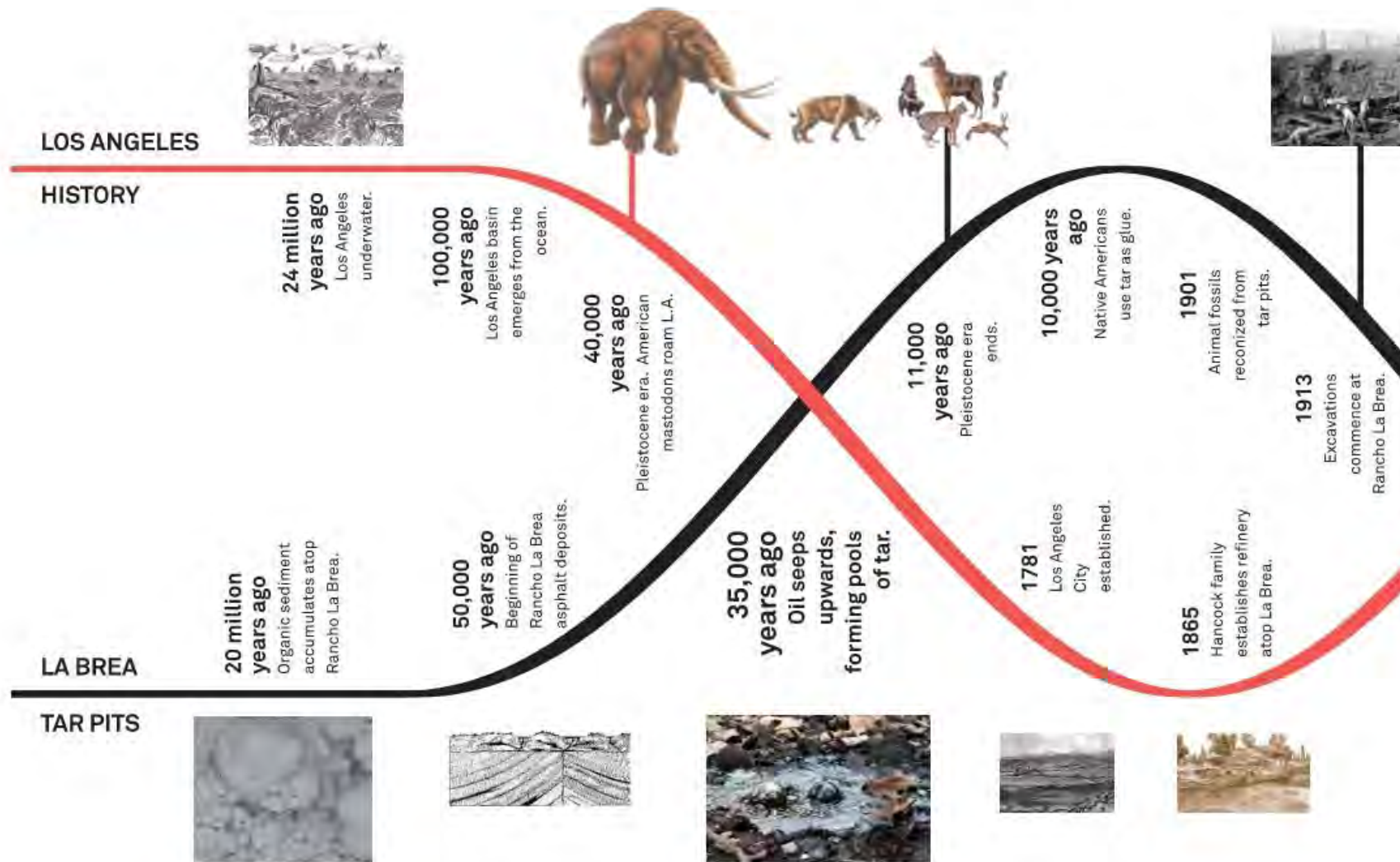
FOUR DESIGN PRINCIPLES:

- Connect the Museum and Park to the Cultural Landscape
- Enhance Hancock Park's Environmental Identity
- Magnify the Museum's Visibility
- Reveal the Museum Collection

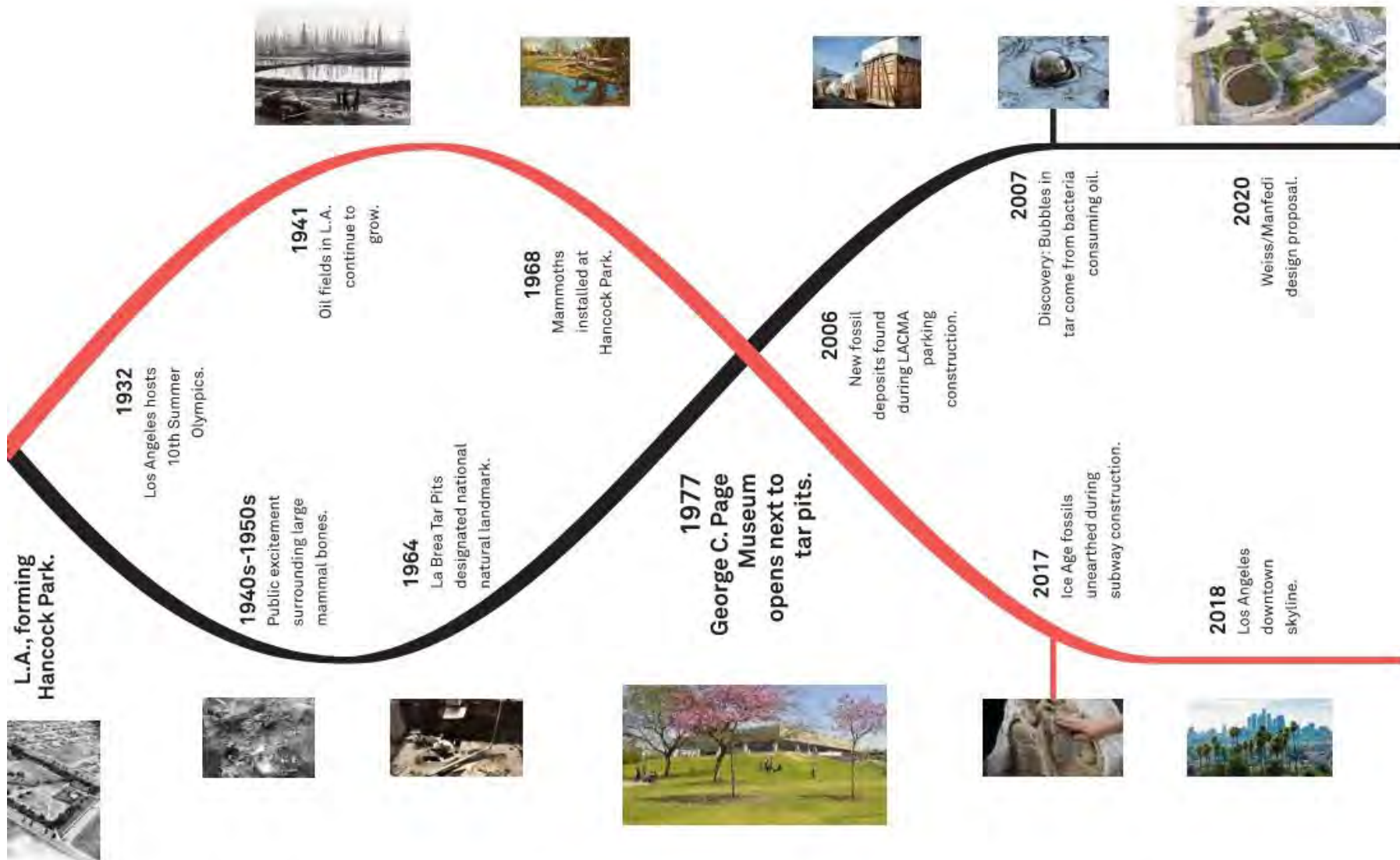


Connecting Histories: La Brea Tar Pits & L.A.

The paleontological history of the Tar Pits and the relatively short history of Los Angeles have been interconnected in continuous and paradoxical ways. Here, science is literally extracted from this ever-changing site. The La Brea Tar Pits has preserved the flora and fauna from the Pleistocene past in a city committed to inventing the future.



How can these histories connect in new revealing ways?



Amplify the Park Identities

The creation of Hancock Park was a gift to the community over 100 years ago. Over time, the park and the museum have evolved idiosyncratically. The existing collection of pathways wander through the park yet fail to create legible connections. However, a collection of latent identities exists on site. "Excavation and discovery" characterize the northwest precinct, "community gathering and the museum" give focus to the center, and "the lake pits and park amenities" are visible from Wilshire Blvd.

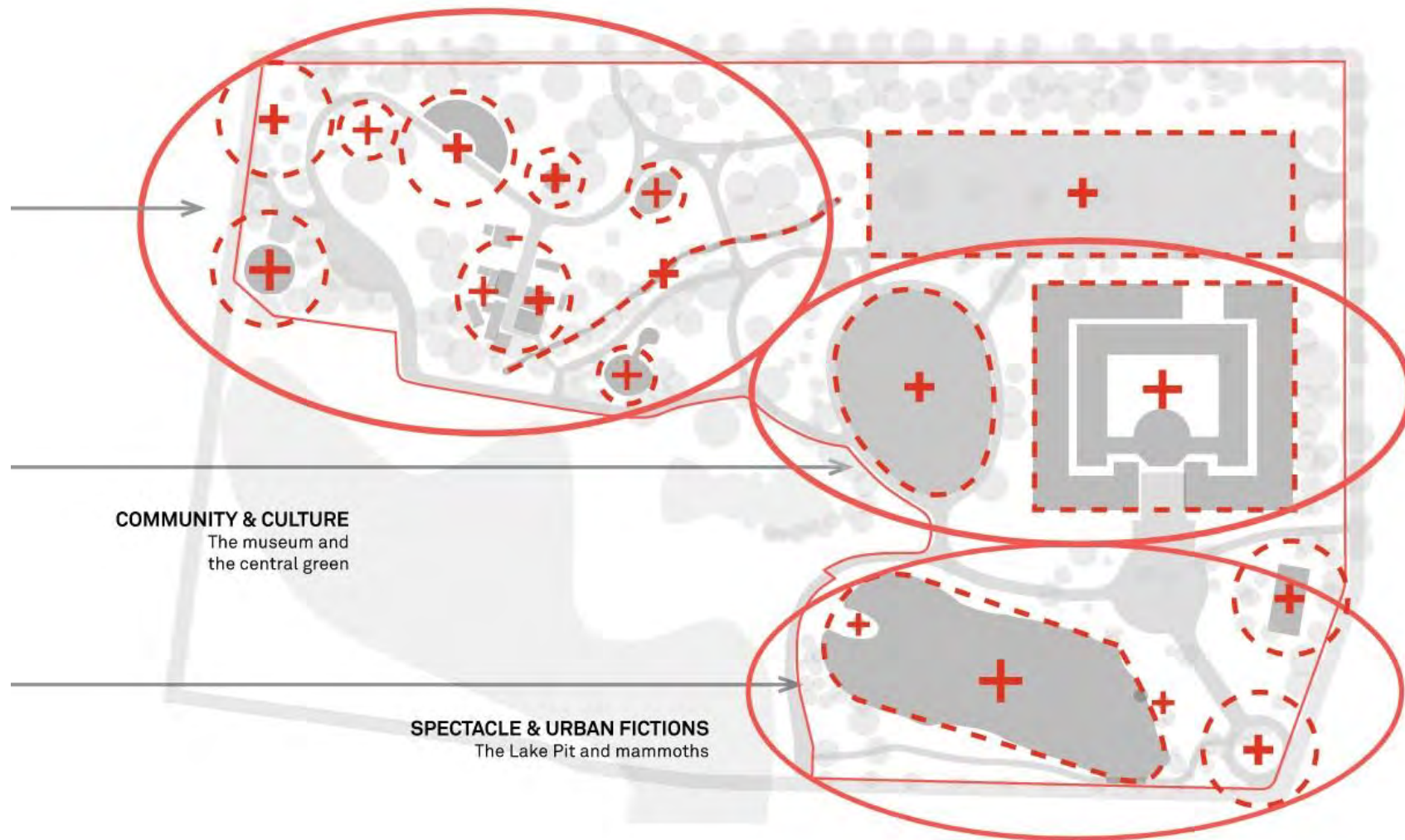


RESEARCH & REVELATION

The excavation pits and the
Pleistocene Garden



How can we bring into focus and connect the latent identities of each park precinct?



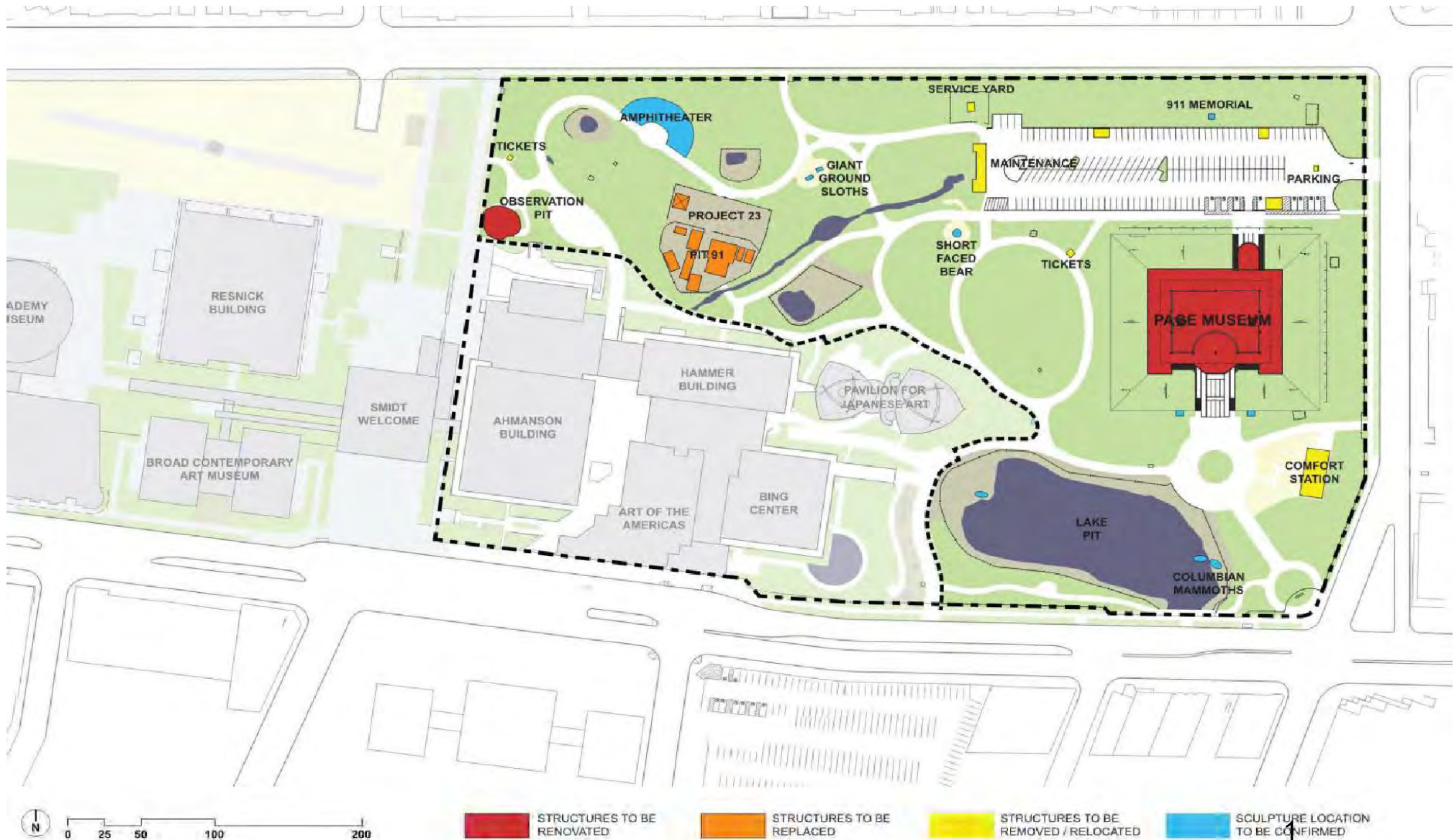
Existing Site The Museum and Hancock Park

The scope extent of the Master Plan includes the existing museum and Hancock Park.



Site Analysis of Existing Site Structures

Through examination of existing documents and site visits, the structures that exist onsite have been identified.



Site Analysis Existing Pits and Tar Seeps

Existing tar pits and their potential as future excavation sites have been studied with Research and Collections.



Connect the Museum and the Park to the Cultural Landscape

Hancock Park is the only public greenspace within a 1.5-mile radius. An active excavation landscape unique among public parks, the park's tar seeps occur sporadically. Since 1926, a constellation of structures has been constructed to contain and display this phenomenon as a part of Los Angeles's history. They are distributed at various locations across the site, lacking a shared identity. Understanding the rich overlap between these elements is central to our approach, which seeks to connect and inspire.

The La Brea loops, a triple Möbius that links all the existing elements of the park, aims to redefine Hancock Park as a unified experience. This 1-kilometer pedestrian path unifies the rich yet disparate existing elements of the site: the Lake Pit, the tar pits, the lawn, pavilions, and the museum.

Within the loops are park areas with distinct themes: research and revelation, community and culture, spectacle and urban fiction. The different identities of the loops embody journeys, with programming that appeals to diverse interests—from paleontology to bird-watching, from art to kids' playgrounds. The science walk allows students and curious adults to observe excavation and research in action. Picnic and recreational areas are situated throughout the park. Various park destinations and seating areas along the loop provide more intimate spaces for reflection. At the loop's outward-most points, the path transforms into entry pavilions that provide orientation, legibility, and amenities. Greater visibility from Wilshire Boulevard and the surrounding context further binds La Brea to the community of Los Angeles.

Wilshire Gateway & Lake Pit

At the Wilshire Gateway, a new Entry Canopy defines a welcoming threshold between park and city and enables greater visibility from Wilshire Boulevard and the surrounding context. Under the canopy, a new welcome pavilion and shaded entry plaza provide orientation, spaces for gathering and queuing, and restrooms. Through conversations with the various NHMLAC Working Groups, an enhanced school drop-off was identified, enabling the choreography of student tour itineraries that are distinct from general museum visitors and other tour groups. A picnic area under the canopy and shade trees provides new programming opportunities, from outdoor education and school lunches to orientation and gathering.

The Wilshire Loop features a new garden bioswale that tells a story of sustainability and manages stormwater in an area separate but

adjacent to the Lake Pit. Supported by the engineered bioswale site, new plantings form a Pleistocene Garden and create a new, more accurate setting for the relocated iconic mammoths and mastodon sculptures. The loop pathway provides cinematic views of this important new landscape while interpretive signage allows park visitors to imagine a Pleistocene environment, extending the narrative impact of this important gateway to the La Brea Tar Pits. A pedestrian bridge increases the legibility of the Lake Pit bringing park visitors above the lake and the methane bubbles that break its surface. New interpretive opportunities reveal the former industrial heritage of the site and explain the connection between Los Angeles of today and the natural resources that have powered its growth and development.

Research & Revelation

At the 6th Street Gateway, a shaded entrance and welcome pavilion provides orientation, legibility, and amenities. As a visible point of Connection to LACMA and a point of arrival from the residential communities to the north, this new entry will welcome visitors to a shaded park space where community park and recreational needs are balanced with the research activities of La Brea. Under the canopy of shade trees, visitors will find diverse destinations including play areas, picnic areas, seating and interpretation zones at the protected tar seeps, the gentle topography and bioswales along Oil Creek, and the revitalized destinations of the Dorothy Brown Amphitheater, the Observation Pit, and Pit 91. Along the south edge of the loop path, connections will allow access to the LACMA plaza and links to other Hancock park programs and transportation connections.

As the precinct most rich with fossils and active tar seeps, the planning approach to the westernmost Research Precinct involved extensive conversations with Research and Collections. As National Natural Landmarks it is important to preserve the active tar seeps which continue to trap leaves, insects, pollen, and other materials to log an ongoing record of La Brea. As fossil-rich zones, the pits must be protected to allow future excavation and research. As dynamic dig sites, they must continue to be safe and functional facilities that demonstrate the impact of ongoing research to diverse park visitors. Finally, as historic settings, Pit 91 and the Observation Pit must continue to reveal the legacy of the site while adapting to new uses and engaging park programming.

Much of the existing research facility will change, with the activities of excavation and research reorganized

to realize opportunities to enhance the public park experience and more effectively supporting the excavation and research process. A key factor in this reorganization involves relocating the storage and excavation of Project 23 materials to space within and adjacent to the expanded museum, while Pit 91 continues to be a key research and interpretation destination in the park.

Central Green

As a site for community and culture, the Central Green provides a destination community lawn that amplifies the rich activities and events that take place in Hancock Park. At the heart of Hancock Park, the Central Green is a point of connection between the other two loops of La Brea Tar Pits, the museum, LACMA, and the Japanese Pavilion. The Central Green is active throughout the day. Early in the morning, as the park opens, the Central Green is a setting for community activities and

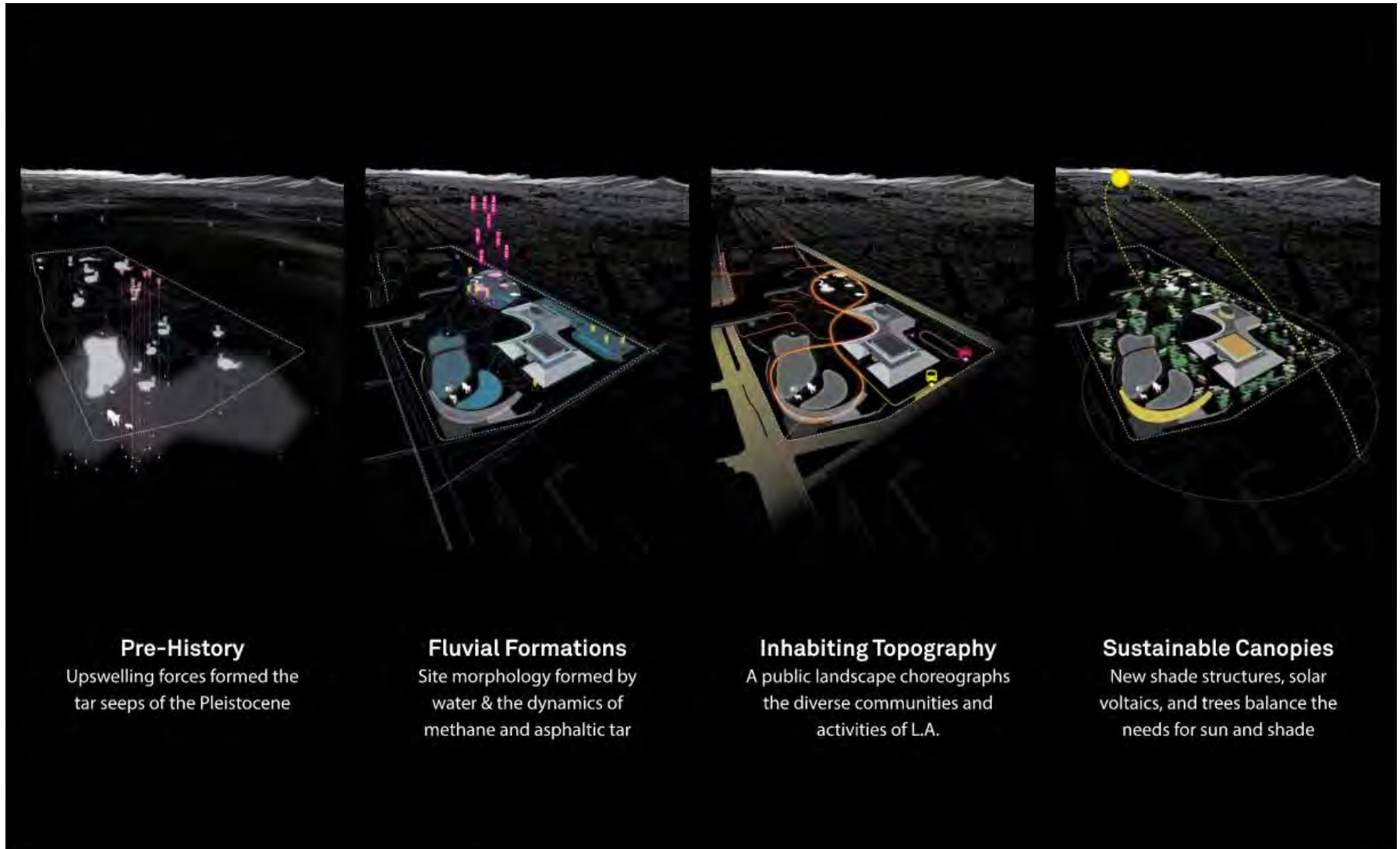
health and wellness programs. As the day progresses, the lawn comes alive with visiting school children, museum tour groups, and community members. Provisions for improved infrastructure and a drivable path allow increased event opportunities in the park and additional dining opportunities on summer weekends and holidays when the museum visitation increases. In the evening, the green is transformed for events and outdoor film, with the illuminated museum framing a place of connection and wonder.





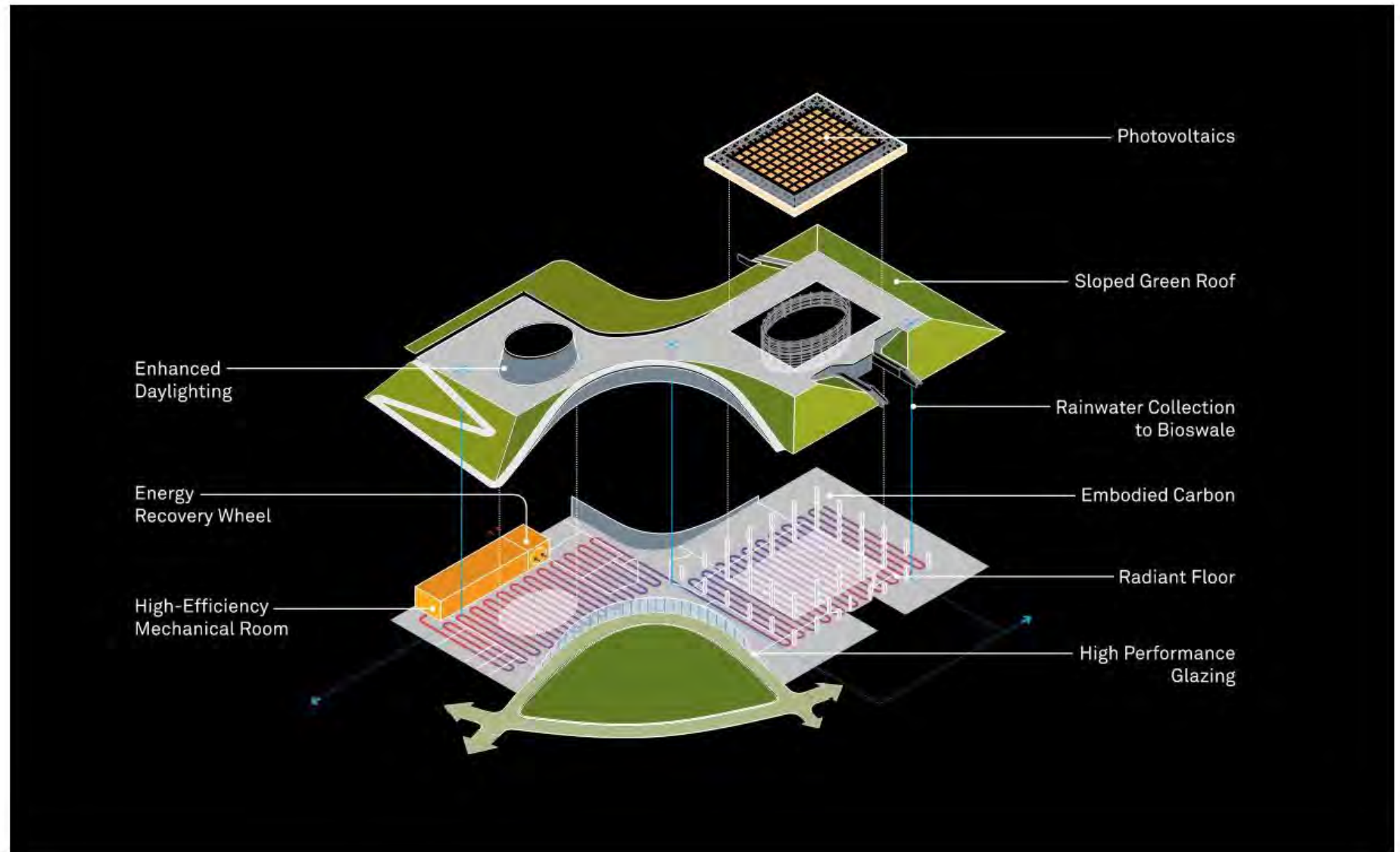
A Dynamic Site

A richly layered site, the reimagined park and museum will create a dynamic setting for science, education, ecology, and public engagement.



Sustainability Goals

The renovated and enhanced museum will recognize the ambitious goals outlined in L.A. County's "Our County Plan."



Enhance Hancock Park's Environmental Identity

The park areas encircled by the loops are given three distinguishing themes: research and revelation, community and culture, and spectacle and urban fiction. Each with its distinct identity, they serve diverse interests and usage. They are designed to maximize space for community, creating opportunities for the public to engage with the site's natural history.

Within the research loop, reframed and protected pit sites and a new outdoor classroom allow people to better witness active excavation and engage in programs and education under a canopy. The existing lawn is expanded for public recreation, with additional picnic areas around the loop. Various play areas throughout the park provide a space for children to learn about the site's geology through play and tactile experience.

Within the loops are distinct landscape zones, representing different geologic epochs of the site's history and aiming to refine the identity of the park to better tell La Brea's story. The approach to landscape takes advantage of the park's topography and opportunities to manage stormwater and envision a programmatically rich ecosystem that reflects the botanical diversity La Brea has witnessed across several epochs. Extending the story of the botanical fossil record of the museum, the park provides an opportunity to understand plant communities of the past, the impacts of climate change, and the urgency for learning to adapt to the climate of the future. The new park landscape extends from Wilshire Boulevard through the site, forging connections between city and museum, and past, present, and future.

PUBLIC AMENITIES

- Amenity pavilions
- Central lawn
- Café
- Rooftop Terrace
- Expanded Lake Pit
- Bioswales
- Outdoor classrooms
- Picnic areas
- Public art
- Play areas
- Rolling hills
- Observation Pit

Hancock Park Planting Concept

The planting concept for Hancock Park is comprised of three distinct zones encircled by the looping path system. Each loop has its own usage and distinguishing theme—Pleistocene, Holocene, and Anthropocene—representing different geologic epochs in the site's history. A woodland zone along the park's peripheral edges (northern, southern, eastern, and western) provides shade to the picnic areas and the parking lot to the north. These landscape zones are designed to maximize space for community, creating opportunities for the public to engage with the site's natural history and create a distinctive identity for the park to help tell La Brea's story. The planting scheme addresses the realities of Los Angeles's current and projected climate and aims to ease water consumption, ensure appropriate maintenance, promote

sustainable growth, and provide a model for resilient site planning in the area.

The Southeastern Loop

The southeastern loop near the corner of Wilshire Boulevard and Curson Avenue encompasses the area surrounding the Lake Pit. The Columbian Mammoth sculptures located in the Lake Pit are an iconic element of Hancock Park and a key part of the story, however the current installation lacks historical accuracy. The concept plan envisions this loop as a Pleistocene environment reminiscent of the climate these animals inhabited. This zone will incorporate a biofiltration area to help manage stormwater and will be planted with low ground cover plant types that would have attracted large herbivores. The proposed ephemeral wetland is a more accurate portrayal of the Pleistocene environment that

existed around the tar seeps when the mammoths like those represented would have been trapped. High biodiversity and era-accurate planting will serve an educational narrative in this highly visible entry to the park.

The Western Loop

The western Loop is envisioned as a Holocene landscape consisting of plantings from a warmer era after the ice age. This zone contains historic excavation pits and active research zones, allowing visitors to witness ongoing excavations. Areas of climate-appropriate native plantings ease water consumption, ensure appropriate maintenance, and promote sustainable growth. A forested woodland consisting of Torrey Pine and Coast Live Oak provides shade to the tar pits landscape. These trees have the character and scale to achieve a high-impact landscape to

enhance the identity and experience surrounding the excavations, seeps, and recreational areas. The western loop also contains Oil Creek which will be developed into a biofiltration zone for stormwater management and can support Sequoia and Monterey Pine trees in wetter pockets.

The Central Loop

The central loop is an Anthropocene landscape, engineered to support community engagement. Here a large common lawn adjacent to the museum provides a setting for recreation, events, and public gathering. The lawn and sloped green roof of the museum requires a higher degree of irrigation than the zones at the southeast and west.

Peripheral Edges of the Park

A woodland forest occupies the park's

edges to provide shade to the picnic area on Curson Avenue and the parking lot north of the museum, and to provide a visual buffer from the LACMA expansion to the west and south. The palette of Torrey Pine and Coastal Live Oak are extended and support the development of a unified canopy across the site. A biofiltration area is located within the vehicular drop-off loop to manage stormwater flows from the parking lot.

Existing Conditions and Enhancements

Existing trees and plantings throughout the park are scattered and achieve little sense of character or unity. The enhanced character of the park will require new plantings as well as existing trees and plantings that complement the concept design. Species such as the Western Sycamore, California Buckeye, and Redwood should be preserved. Mexican fan palms, agaves, and yuccas

will be reduced. The museum expansion and parking lot will require the removal of existing trees on the northern side of the site. Due to the cost and difficulty, it is not recommended to move the existing trees. Replanting the site with new trees is likely to be less costly and new smaller specimen trees will provide value and survive better over time. Current soils on site appear to be suitable for the proposed planting palette and a large renovation of soils is not anticipated, however this will require further evaluation as the project proceeds.

Arrival Experience

The entry canopy at Wilshire Blvd is the gateway between city and park, providing orientation, legibility, and shade.



Wilshire Gateway & Lake Pit

A new Pleistocene garden bioswale and entry canopy increases the legibility of the Lake Pit and enables greater visibility from Wilshire Blvd and the surrounding context



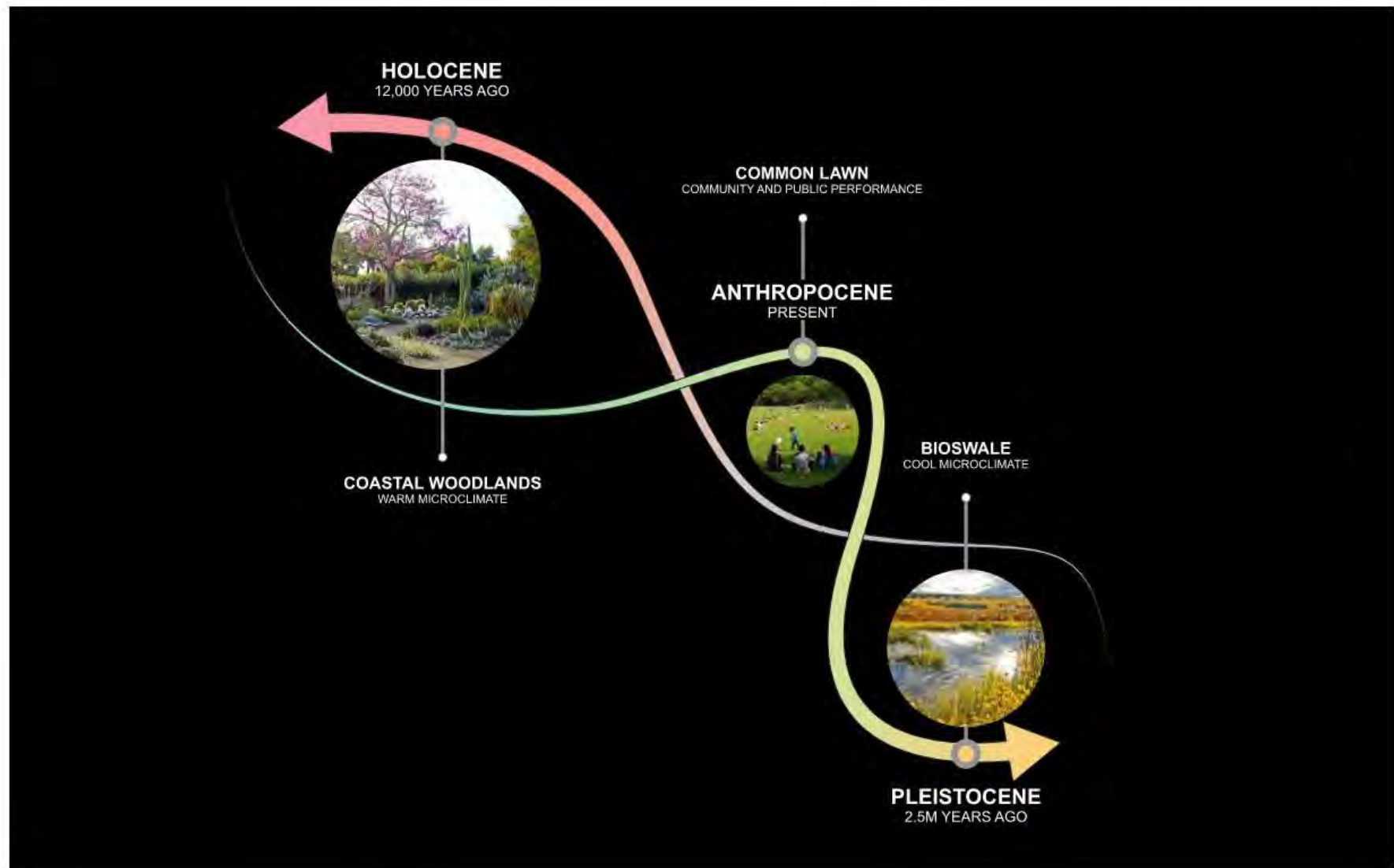
Lake Pit Walkway

A pedestrian path brings people adjacent to the Lake Pit, a dynamic site for urban fiction and imagination.



Landscape Zones: Geologic Epochs

The planting concept for Hancock Park is comprised of three distinct zones, each with its own distinguishing theme representing different geologic epochs.



Sustainable Site Strategies

Understanding L.A.'s current and projected climate, the planting strategy aims to ease water consumption, ensure appropriate maintenance, and promote sustainable growth.



Existing, New & Relocated Trees

The planting scheme seeks opportunities to preserve existing trees and to strategically plant new ones.



Existing Trees

- TO REMAIN
- TO BE REMOVED/RELOCATED
- DISEASED TO BE REMOVED
- MEMORIAL TREES TO REMAIN
- MEMORIAL TREES TO BE RELOCATED/REMOVED



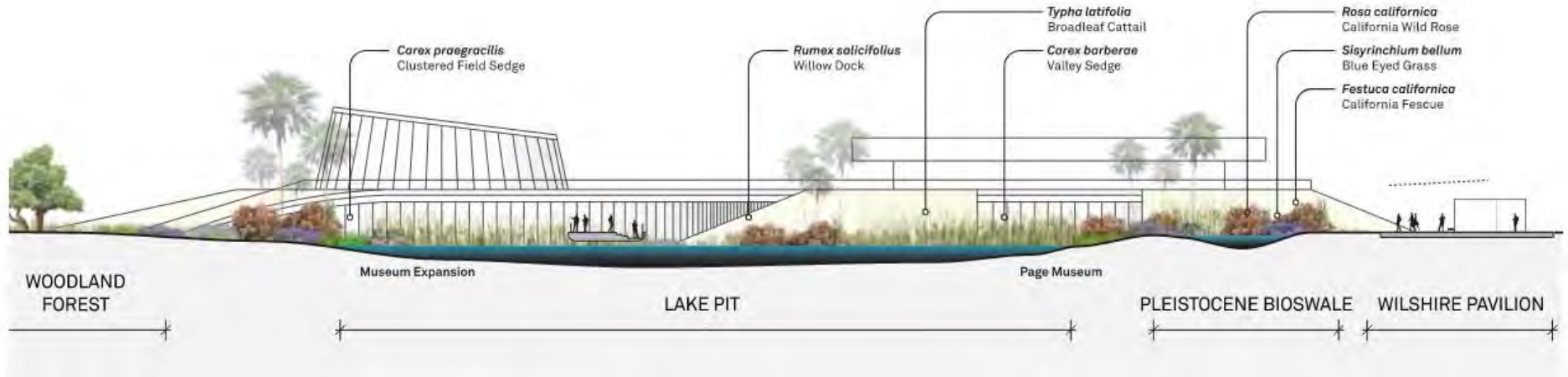
Potential New Trees

*Plans are conceptual and subject to change

- TO REMAIN
- NEW OR RELOCATED TREES

Lake Pit Entry Garden & Pleistocene Bioswale

A new Pleistocene garden bioswale supports sustainable stormwater management and makes the museum's mission visible in the park.



Herbaceous Species:



Anemopsis californica
Yerba Mansa



Hemizonia fasciculata
Clustered Tarweed



Sisyrinchium bellum
Blue Eyed Grass



Claytonia perfoliata
Miner's Lettuce



Cyperus eragrostis
Tall Cuperus



Typha latifolia
Broadleaf Cattail



Rumex salicifolius
Willow Dock



Festuca californica
California Fescue



Carex barberae
Valley Sedge



Carex praegracilis
Clustered Field Sedge

Woody Species:



Baccharis salicifolius
Seep Willow



Salix exigua
Narrowleaf Willow



Salix goodingii
Gooding's Willow



Rosa californica
California Wild Rose



Sambucus caerulea
Blue Elderberry



Pluchea sericea
Arrowweed



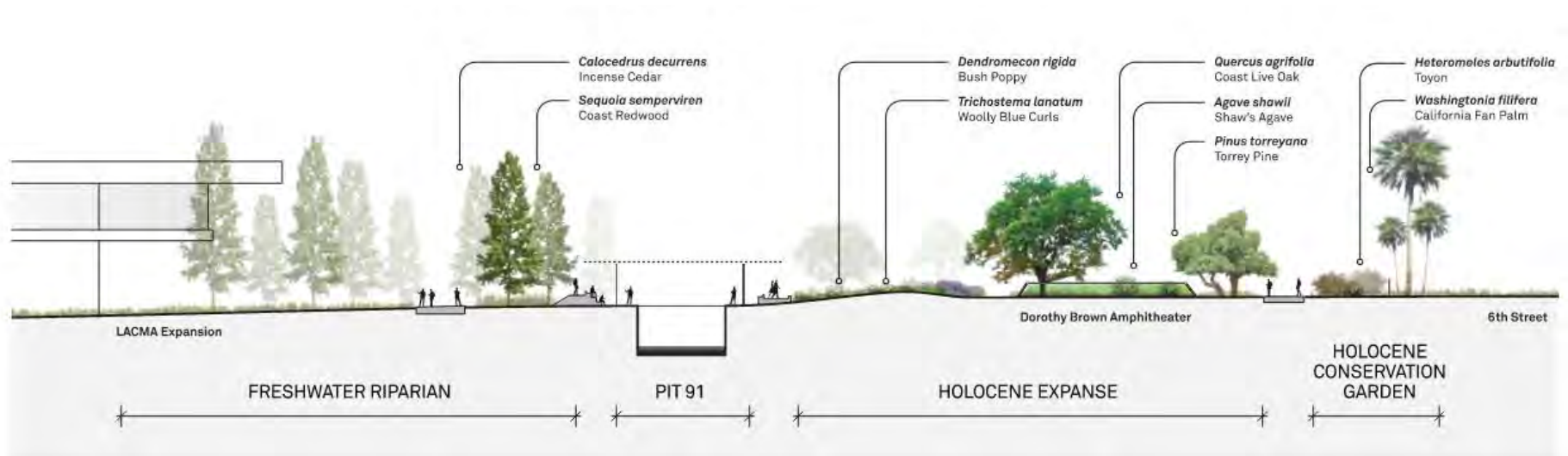
Salix lasiolepis
Arroyo Willow



Cornus stolonifera
Creek Dogwood

Late Pleistocene-Holocene Expanse

Climate-appropriate native plantings enhance the identity and experience around the tar seeps and throughout the surrounding park.



Trees:



Quercus agrifolia
Coast Live Oak



Pinus torreyana
Torrey Pine



Washingtonia filifera
California Fan Palm



Arctostaphylos glandulosa
Eastwood Manzanita



Bigberry Manzanita
Arctostaphylos glauca



Artemisia californica
California Sagebrush



Baccharis pilularis
Coyote Brush



Comarostaphylis diversifolia
Summer Holly



Dendromecon rigida
Bush Poppy



Eriogonum arborescens
Santa Cruz Island
Buckwheat

Shrubs:



Heteromeles arbutifolia
Toyon



Salvia apiana
White Sage



Frangula californica
California Coffeeberry



Prunus ilicifolia
Hollyleaf Cherry



Salvia mellifera
Black Sage



Trichostema lanatum
Woolly Blue Curls



Agave shawii
Shaw's Agave



Hesperoyucca whipplei
Our Lord's Candle



Penstemon spectabilis
Showy Penstemon

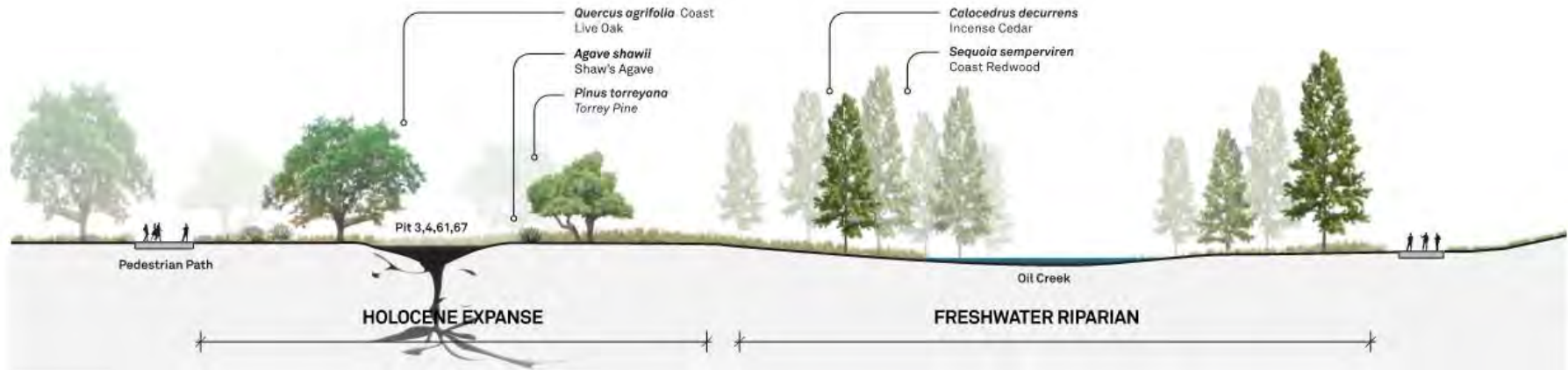


Mimulus aurantiacus
Bush Monkeyflower

Perennials:

Freshwater Riparian

A forested woodland provides shade around the tar pits, and a new biofiltration zone at Oil Creek manages stormwater, supporting pine trees in wetter pockets.



Trees:



Acer negundo
California Box Elder



Platanus racemosa
Western Sycamore



Calocedrus decurrens
Incense Cedar



Pinus radiata
Monterey Pine



Sequoia sempervirens
Coast Redwood

Shrubs:



Sambucus caerulea
Blue Elderberry



Salix gooddingii
Goodding's Willow



Salix laevigata
Red Willow

Research & Revelation

Pit 91 is reimagined to optimize excavation and research.



(N) Research Shade Canopy

(N) Service Ramp →

(E) Tool Shed

(E) Chemical Processing

(N) Storage

(N) Restroom & Shower

(N) Office

Entry from Main Loop

Higher Level

Project 23

Elev 174:
Pedestrian & Vehicle
Access from the North

Lower Level

Pit 91 & PIT 10

Elev 170:
Vehicle
Access from the West
Pedestrian
Access from the North & South

Plaza

Elev 170:
Pedestrian & Vehicle
Access from the South

6th St Gateway

The entry canopy at 6th St provides orientation, legibility, and shade, while integrating existing trees into the canopy.







Magnify the Museum's Visibility

The design approach to the museum expansion is rooted in close analysis of the existing building, preserving and magnifying its unique strengths. The museum pioneered the idea of exposing active research to the visitor. To further this spirit, our proposal aims to reveal the wealth of the collection and research to the public.

The expansion nearly doubles the current museum's size, sharing the same main and terrace levels as the existing building. A new museum lobby is situated between the two wings, welcoming visitors from the central lawn and from the drop-off and parking area at the northeast corner. Exhibit halls in both wings allow increased visibility of the active research taking place in labs and allow for views into collections storage. Theaters and classrooms adjacent to

exhibits further enhance education and interpretation opportunities, extending the impact of a site rich in programs and activities.

The existing terrace on the museum's roof provides vistas of the park's tree canopy. The proposed design expands this terrace twofold, creating an expanded and accessible platform for public engagement and events. Here, the iconic fiberglass frieze of the museum finds its crystalline counterpart in the expansion, revealing La Brea's artifacts through the lens of its glass facade. Park visitors peek into the museum exhibitions, labs, and collections from various locations. Like a magnifying glass, the goal of the exhibitions is to bring artifacts into focus and amplify the telling of La Brea.

Building & Program

The preliminary building program and concept design balances program, use, adjacencies, site constraints, and budget considerations.

Lobby, Retail, and Food Service

The Master Plan includes greatly expanded facilities to support the visitor experience of La Brea Tar Pits. Additional spaces and a better choreographed experience will inspire more people to visit La Brea – and while there, participate in more activities and enjoy a more impactful experience. A central lobby is connected to a drop-off area and the central green. Retail and café off the lobby create a zone of amenities that are available to the public. Considerations for projected visitation and use informed the sizing of café and spaces for catering increase opportunities for events at the museum.

Flexible theaters, gallery spaces, and indoor and outdoor gathering spaces have the potential to greatly increase the opportunities to host events at La Brea. The rooftop bar creates a local destination and accessible gathering space on the expanded public plateau.

Exhibitions

A thorough study of existing exhibits and exhibition spaces at the museum led to the incorporation of two new exhibition halls featuring visible connections to labs and collections. Benefiting from input by Museum Content, potential exhibit installations will better tell the story of the Pleistocene, explain the impact of La Brea research, and reveal the depth and significance of the collection. While a comprehensive exhibit design is to be developed in future phases of design, the planned new exhibition halls provide a flexible

set of exhibit spaces of different scales and proportions that can accommodate a host of new exhibit and narrative opportunities.

Research & Collections

The Master Plan includes an increase of specialized lab spaces to better support the various processes of research at La Brea Tar Pits. Adjacency of exhibits to labs and collections reveal the staggering scale of the collection and the pipeline of research to museum visitors. Key lab spaces include a new solvent lab and jacket workroom to replace temporary facilities currently located in the park near Pit 91, as well as a new preparation lab, microfossil/ community lab, imaging lab, visiting research spaces, and collections storage.

Classrooms & Theaters

The Master Plan include dedicated classrooms, the largest of which can be flexibly used as a multi-purpose space when not used for education functions. A microfossil/community lab provides an interactive classroom/lab setting for school and museum tours. A separate education entrance and lobby connects the education space of the museum to a park itinerary with additional outdoor spaces for learning. Improved theater spaces will increase opportunities for film, performances, lectures, symposia, and events at the museum. Leveraging adjacencies and connections to exhibits, lobby, central lawn, and expanded plateau, the spaces enable the museum to host programs and events of varying types and scales.

Offices, Facilities, & Maintenance

A preliminary staffing projection was developed to test opportunities for enhanced office and staff spaces. The Building Working Group provided extensive feedback on existing operations as well as how operations might be improved in the reimagined museum.

A Flexible Framework

As the program was tested and concept options developed, the Master Plan identified opportunities, clarified priorities, revealed the relative value of program elements, and established a framework for reinvisioning the museum. As the La Brea Tar Pits project progresses and additional program clarifications arise, the Master Plan and Concept Design provides a flexible framework, with opportunities to refine, increase, or scale back program elements as priorities evolve.







Reveal the Museum Collection

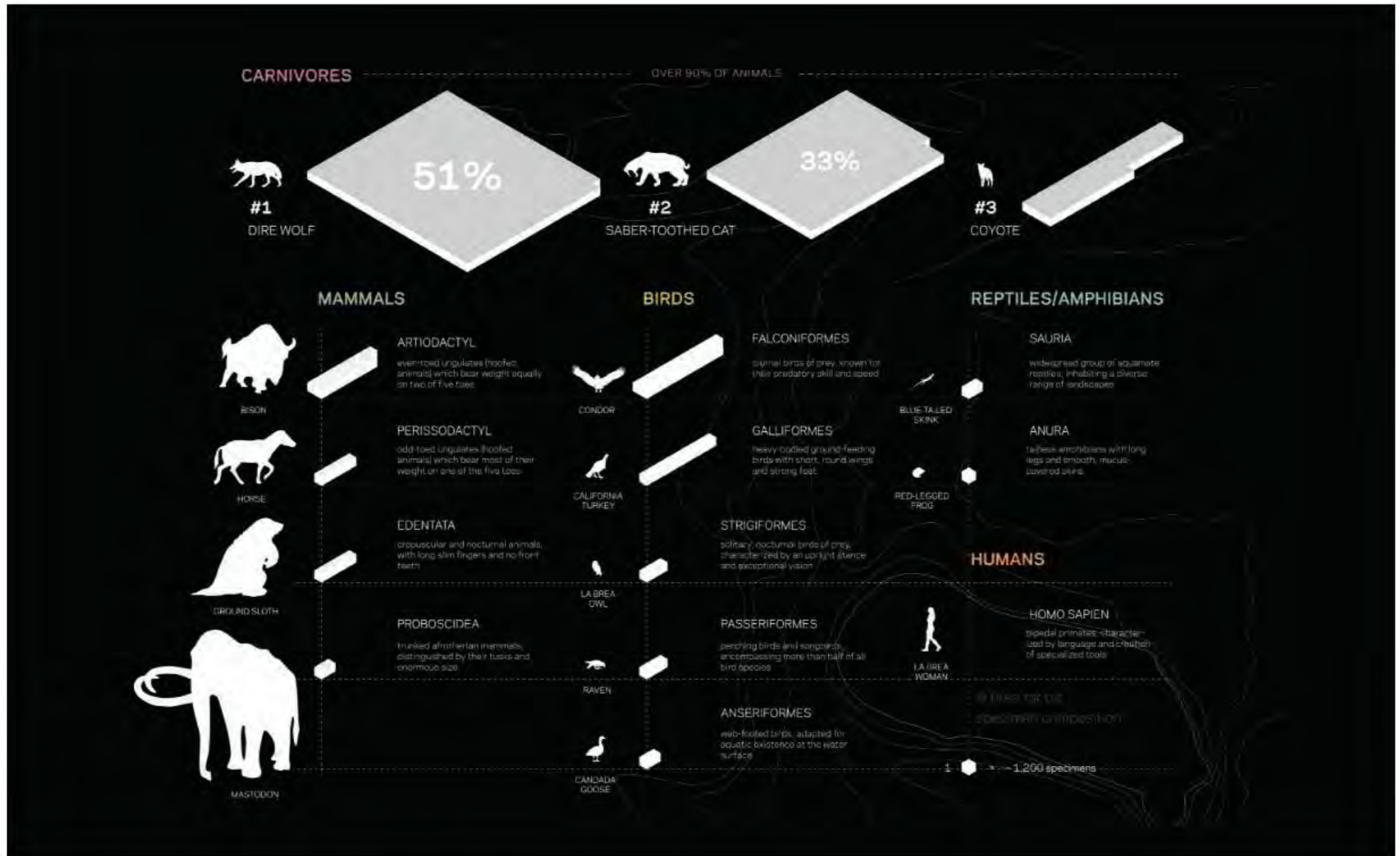
At La Brea, the impact of scale and the reality of the extraordinary can, in one instant of a school field trip, forge a lifelong point of reference for understanding our place in the universe. The museum currently has an invaluable collection of over 3.5 million specimens collected onsite, but only a fraction are currently displayed. The renovated and expanded museum will unpack and reveal more of this immense collection to the public.

At the center of the rejuvenated museum, a new research gallery houses a visible collections exhibit, inspired by the museum's iconic Dire Wolf Wall, that speaks to the immensity of the La Brea collection. Visible labs enable a thematic connection between exhibit material and the processes of excavation, conservation, curation, and research. Views into collections storage reveal a staggering quantity of fossils and artifacts, enabling visitors to comprehend the breadth of the collection as well as the pipeline of research.

With increased volume through a sunken exhibition pit and crystalline lantern, the new expansion exhibition hall allows for a host of new exhibit and education opportunities at multiple scales. Views into field station labs and to the park serve as a reminder of the distinctiveness of La Brea—and of a museum whose mission is profoundly interwoven into the unique history of its one-of-kind site.

Collection Breakdown

An analysis of the La Brea collection's unique composition tells a larger story about the Pleistocene environment.























La Brea Tar Pits Master Plan Phase One Project

The La Brea Tar Pits Master Plan Phase One Project Description

- Renovating the Page Museum within the revised approximately 69,000 square feet, including deferred maintenance of the building and systems and to meet modern seismic, electrical, and building code standards. The renovation would also allow much of the collection space to be reorganized and enlarged to provide better housing and display of the collections to the public. The enlarged storage for the collections and renovated labs would accommodate additional storage, state-of-the-art research facilities, and space for visiting researchers.
- Removing a portion of the berm at the northwest corner to accommodate a new entrance to the Page Museum. The new entrance would be incorporated into the northwestern corner of the Page Museum to provide access to the breezeway, thereby retaining more of the original character-defining features and materials of the historical resource.
- Creating a new landmass with an accessible ramp and bridge that connects the Park grounds to the Page Museum's terrace level, until the new proposed research building is implemented in a future project phase.
- Expanding the north berm to install the addition of a new external elevator structure, office space, a catering kitchen, and mechanical equipment.
- Reconfiguring the existing main entrance of the Page Museum to become a new outdoor classroom and education entrance, which would include the planting of trees to shade the proposed stepped seating.
- Designing and installing new exhibitions would tell the story of the Ice Age animals, the tar pits, and implications for today.
- Retaining the central open-air courtyard as an indoor-outdoor integration of the museum and as a primary character-defining feature and the space frame that supports the frieze.
- Retaining the structural space frame that supports the frieze, including the open-air, steel-grid roof that enhances the indoor-outdoor integration of the Page Museum and is a primary character-defining feature that would not be altered or capped.
- Enhancing the existing parking lot, including a new slurry coat and striping, remediation of existing tar seep structures, and new landscaping. The parking lot would not be relocated in Phase One.
- Broader improvements throughout the 13-acre site, including new wayfinding signage, updated lighting fixtures, new and replacement trees and plantings, new outdoor furniture, and the installation of two bioswales.























Exhibit Storytelling

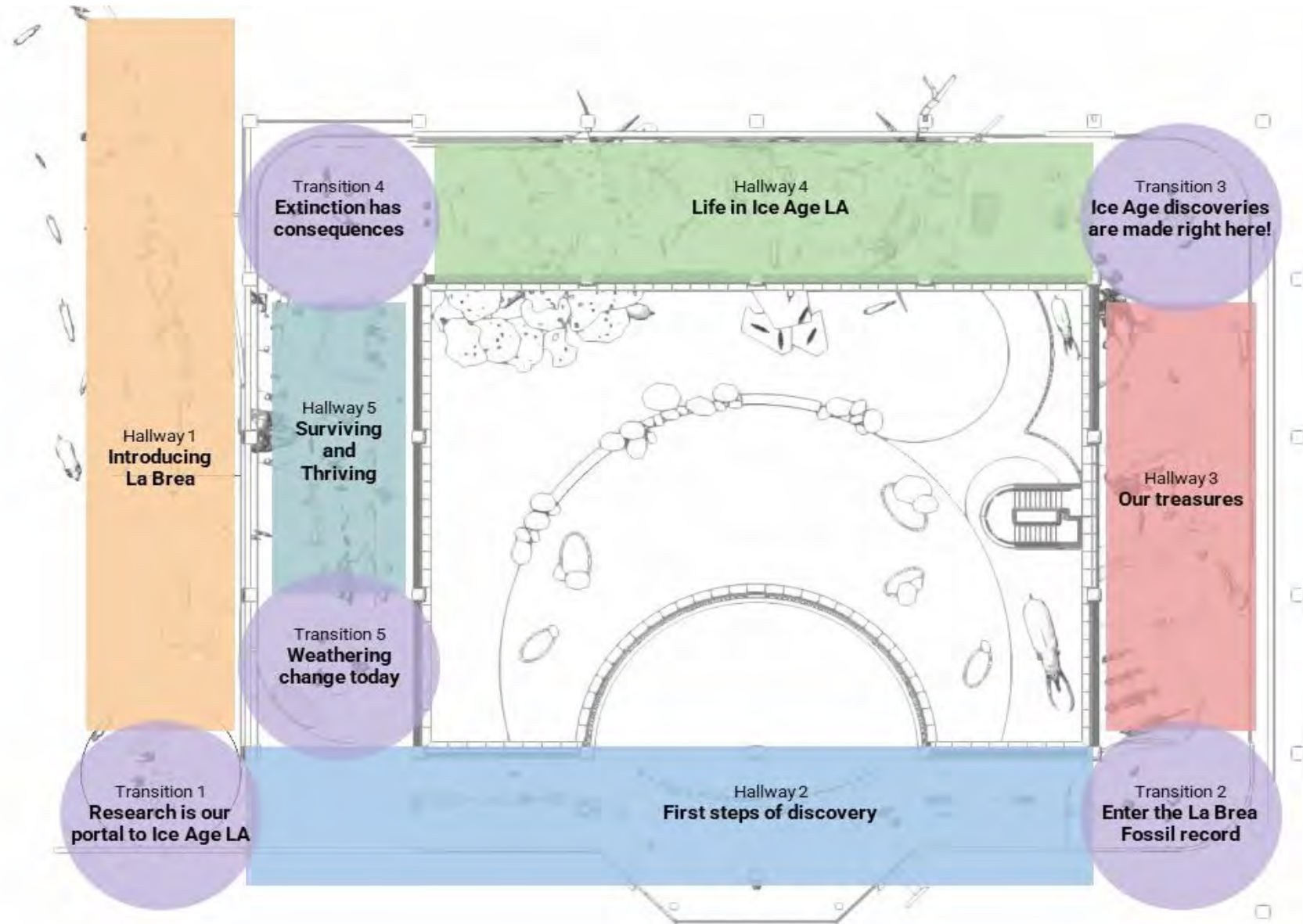
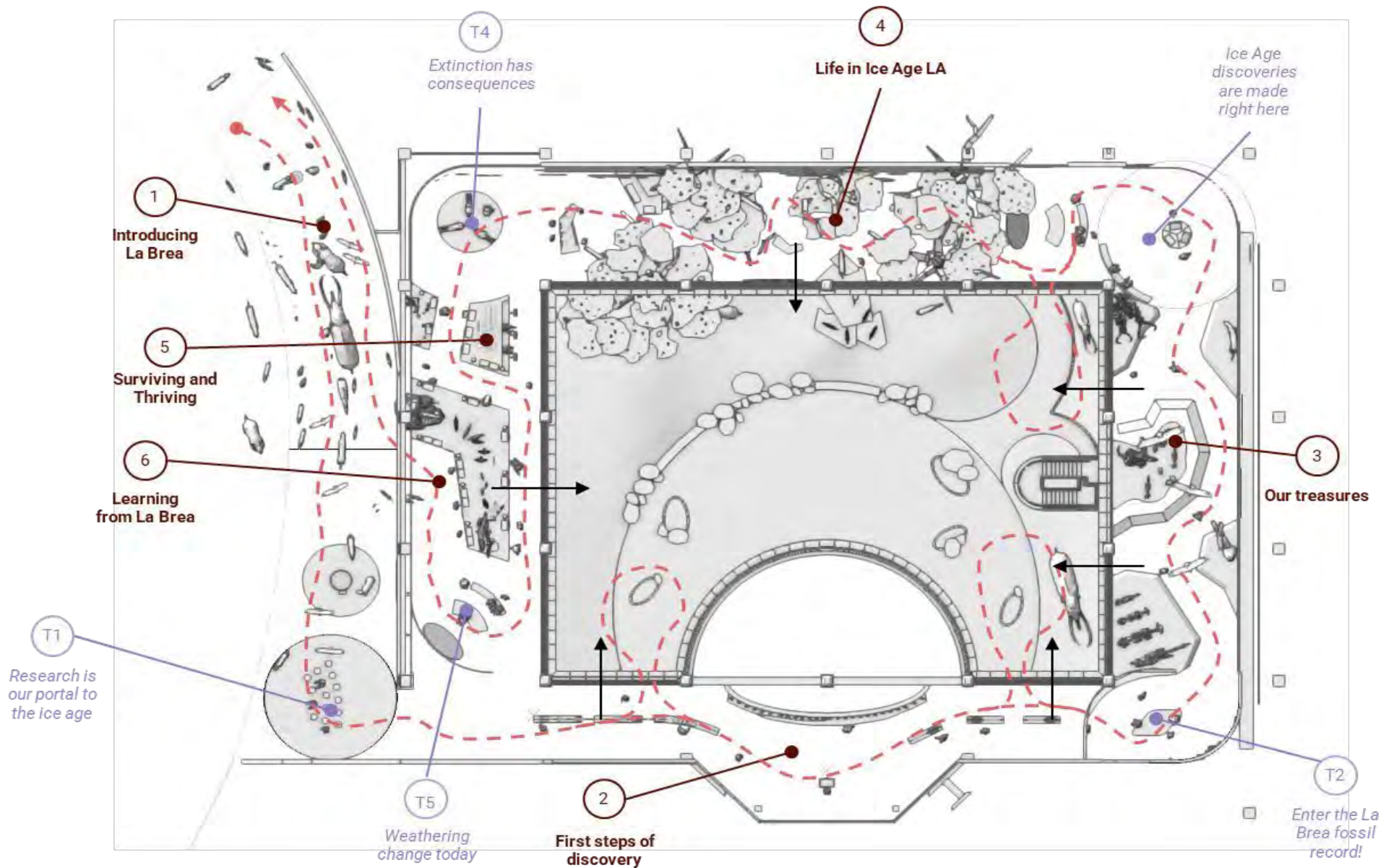


Exhibit Storytelling



Capturing Imagination

The story of La Brea is about the multi-million-year geological continuum, nearly 300 years of Los Angeles's modern history, over a century of technological progress and scientific discovery, and lastly, a day's journey where new stories are created. This incredible story needs to be told not only through words, but also through experience. We are excited for this extraordinary opportunity to reshape

La Brea Tar Pits, a site so central to our cultural imagination. The La Brea Tar Pits Master Plan seeks to unify a constellation of critical research sites, buildings, exhibition experiences, programs, and the park with a provocative and inspiring new identity. Loops and Lenses connect and reveal—together they form an intimate journey of discovery and wonder across multiple epochs.



Project Credits

Owner: Los Angeles County

Client: Los Angeles County Museum of Natural History Foundation

Design Lead, Museum and Park: WEISS/MANFREDI
Architecture/Landscape/Urbanism

Executive Architect and Landscape Architect: GRUENASSOCIATES

Exhibit Designer: Kossmann DeJong (KDJ)

Owner's Representative: Landmark PM

Core Consultant Team

Civil Engineer: KPFF

Structural Engineer: Magnusson Klemencic Associates

MEP/FP/IT Engineer: Introba

Specialty Consultants

Acoustics & AV: Akustiks

Architectural Lighting & Daylighting: Brandston Partnership Inc.

Cost Estimator: Directional Logic

Dry Utilities: Rise Engineering

Environmental: SWCA Environmental Consultants

Historic: Historic Resources Group and SWCA Environmental Consultants

FF&E: Weiss / Manfredi Architecture / Landscape / Urbanism

Finish Hardware: AWC West

Fire/Life Safety Code & Accessibility: Simpson Gumpertz & Heger

Food & Waste Services: Cini-Little International

Glazing: Heintges

Graphic Design (Branding & Wayfinding): Pentagram

Historic Preservation: Historic Resources Group

Horticulture: Perry & Associates Collaborative

Irrigation: Sweeney & Associates

Loading, Parking, & Traffic: Fehr & Peers

Plan Check Facilitator: Kimberlina Whettam & Associates

Signage: Selbert Perkins

Specifications Writer: AWC West

Stone Sourcing: Swenson Stone Consultants

Sustainability: Introba

Vertical Transportation: Syska Hennessy Group

Waterproofing: Walker Consultants

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/17/2025	
BOARD MEETING DATE	1/13/2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Department of Human Resources (DHR)	
SUBJECT	Electronic Personnel Records System (ePR) – Employee Onboarding System	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$ 290,000	Funding source: : FY 2025-26 – 290,000 (Information Technology Fund)
	TERMS (if applicable):	
	Explanation: \$290,000 in one-time funding for first year software licenses and professional services to replace the current Countywide electronic Personnel Records system (ePR) employee onboarding module. On-going hosting, maintenance and support will be covered by DHR's operational budget.	
PURPOSE OF REQUEST	Replace the current new hire onboarding solution with Box's Enterprise Advanced and its native Box Sign platform. This upgrade will: • Enable seamless integration with e-signature tools, removing the need for HR to verify email history or create fictitious accounts. • Provide real-time collaboration with live updates between HR and new hires, reducing incomplete or incorrect submissions, minimizing rework, and preventing delays. • Implement Single sign-on (SSO) through Azure Entra ID for LA County employees. Non-County new hires will log in to Box with a local Box password after confirming their email through the standard Box process. • Offer a mobile-friendly experience that provides convenient, accessible, and seamless functionality for all users.	
BACKGROUND (include internal/external issues that may exist)	Employees onboarding with the County must complete 15–30 forms, which departmental HR staff send electronically before start date. The current process is inefficient and error prone. DHR must first verify whether an employee's	

including any related motions)	email has been used with the e-signature vendor, and if it has, DHR must create a fictitious email account, adding unnecessary steps. Confirmation emails then go to the fictitious address, requiring HR staff to manually forward them and bypassing automated ePR notifications. The system also lacks real-time collaboration, leading to incomplete or incorrect submissions, repeated follow-ups, and onboarding delays. Additionally, when notifying new hires to log into the portal to complete the onboarding forms, the system automatically generates and emails a temporary password, creating a potential security risk.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Roozan Zarifian, Departmental Chief Information Officer, (213) 974.2302, rzarifian@hr.lacounty.gov



LISA M. GARRETT
DIRECTOR OF PERSONNEL

COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS

KENNETH HAHN HALL OF ADMINISTRATION
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 • FAX (213) 621-0387

BRANCH OFFICE

510 S. VERMONT AVENUE, 12TH FLOOR • LOS ANGELES, CALIFORNIA 90020
(213) 866-5846 • FAX (213) 637-0821

January 13, 2026

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

Dear Supervisors:

APPROVAL OF FUNDS FROM THE COUNTY'S INFORMATION TECHNOLOGY FUND FOR THE IMPLEMENTATION OF AN ENTERPRISE EMPLOYEE ONBOARDING SYSTEM (ALL DISTRICTS AFFECTED) (3 VOTES)

CIO RECOMMENDATION: APPROVED [X]

SUBJECT

The Department of Human Resources (DHR) is requesting Board of Supervisors (Board) approval and authorization to utilize \$290,000 from the County of Los Angeles' (County) Information Technology Fund (ITF) to acquire first-year software licenses and implementation services to replace the current Countywide electronic Personnel Records system (ePR) employee onboarding module. The new solution will leverage advanced enterprise content management and automation technologies offered through Box's Enterprise Advanced platform and its native Box Sign functionality. It will support all County departments and be centrally managed by DHR.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approves an appropriation adjustment to transfer \$290,000 from the Committed for IT Enhancements fund to DHR's FY2025-26 Operating Budget and approves and authorizes the use of \$ 290,000 for the recommended implementation.
2. Delegates authority to DHR to execute a Work Order, licensing agreements, and subsequent Change Notices for goods and/or services requested by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Information Technology Fund was established to fund innovative and enterprise Countywide technology projects that improve the delivery of services to the public, generate operational improvements across one or more departments or programs, and enhance inter-departmental or inter-agency collaboration.

The ePR, implemented in 2019, serves as a centralized online repository for personnel files and records. ePR is integrated with SignNow, a cloud-based electronic signature platform that supports electronic form processing and streamlines the onboarding process for new employees. Employees onboarding with the County must complete 15-30 unique onboarding forms, which departmental human resources (HR) staff send electronically to new hires before the start date. However, there are several challenges with the current onboarding solution.

If a new hire's email address has previously been used with the e-signature vendor, the system generates an error. As a result, before onboarding forms can be issued, DHR must verify that the employee's email address has not been used. If it has, staff must create a fictitious account to proceed. This workaround disrupts the automated notification process. While ePR is designed to automatically send access instructions to the new hire, the system instead sends the notification to a fictitious email address. HR staff must then manually forward the welcome message, bypassing the intended automation.

Additionally, the current solution does not support real-time collaboration between HR staff and employees, often resulting in incomplete or inaccurate submissions. This contributes to prolonged communication cycles, processing delays, and a higher administrative workload.

Lastly, when notifying new hires to log into the portal to complete the onboarding forms, the system automatically generates and emails a temporary password, creating a potential security risk.

These limitations reduce overall efficiency, place additional strain on DHR and HR staff Countywide, create delays, contribute to a poor onboarding experience for new hires, and raise security concerns.

Approval of the recommendation will allow DHR to accept and utilize \$ 290,000 from the Committed for IT Enhancements fund to DHR's FY2025-26 Operating Budget for implementation costs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan North Star 3, *Realize Tomorrow's Government Today*, through the implementation of technological business solutions to enable County departments to meet their core mission, create flexible and efficient infrastructure, and strengthen internal controls and processes.

A modern and integrated solution will ensure secure onboarding of new hires, improve communication, and enhance business operations through automated processes.

FISCAL IMPACT/FINANCING

This request is to obtain authorization to utilize \$290,000 in one-time funding from the ITF for first-year software licenses and professional services for replacing the current ePR onboarding solution, and to approve a Fiscal Year 2025-26 appropriation adjustment in the ITF to reallocate \$290,000 from Services and Supplies (S&S) to Other Financing Uses, and to increase DHR's S&S budget.

By moving to the Box cloud-based solution, the County will save at least \$8,000 annually in licensing costs. Additionally, SignNow's tiered pricing increases with transaction volume, whereas Box provides unlimited e-signatures for all users at no additional cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions to this recommended action. Professional services will be solicited using the County's Enterprise Services Master Agreement, which was approved by the Board in February 2016 and is administered by Internal Services Department.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the IT components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO reviewed this Board letter and supporting documents and determined this recommendation action(s) does not constitute a technology-related acquisition of hardware, software, or professional services that would necessitate a formal written OCIO analysis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

A modern platform using Box's Enterprise Advanced content management platform, and its native Box Sign platform, will provide the following benefits:

- **Eliminate Manual Workarounds:** The new system will seamlessly integrate with e-signature tools, removing the need for DHR to verify email history or create fictitious

accounts. All communications will be directed to the actual new hire, enabling true automation of the onboarding workflow.

- Real-Time Collaboration: Built-in collaborative features will allow live communication between HR and new hires, reducing incomplete or incorrect submissions, minimizing rework, and preventing delays.
- Enhanced Security: Single sign-on (SSO) will be implemented through Azure Entra ID for County employees. Non-County new hires will log in to Box with a local Box password after confirming their email through the standard Box process.
- Increased Efficiency: By automating tasks and minimizing manual intervention, DHR and HR staff can focus more on strategic initiatives rather than administrative overhead.
- Enhanced Employee Experience: New hires will receive timely, accurate, and streamlined communications, setting a positive tone from the start.
- Mobile Friendly: Provides a mobile-friendly experience that is convenient, accessible, and seamless for all users.

CONCLUSION

Board approval of the recommended action will enable the County to speed up the onboarding process, enhance employee experience, strengthen security, and improve operational efficiencies across all County departments through a more streamlined and secure solution.

Respectfully submitted,

Reviewed By:

LISA M. GARRETT
Director of Personnel

PETER LOO
Chief Information Officer

LMG:RC
RZ:km

Attachments

c: Executive Office, Board of Supervisors
Chief Executive Office

January 13, 2026

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF HUMAN RESOURCES

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2025-26****4 - VOTES****SOURCES****USES****INFORMATION TECHNOLOGY INFRASTRUCTURE FUND**

B16-AO-2000-40033

SERVICES & SUPPLIES

DECREASE APPROPRIATION**290,000****INFORMATION TECHNOLOGY INFRASTRUCTURE FUND**

B16-AO-6100-40033

OTHER FINANCING USES

INCREASE APPROPRIATION**290,000****HUMAN RESOURCES**

A01-HM-96-9911-11201

OPERATING TRANSFERS IN

INCREASE REVENUE**290,000****HUMAN RESOURCES**

A01-HM-2000-11201

SERVICES & SUPPLIES

INCREASE APPROPRIATION**290,000****SOURCES TOTAL****\$ 580,000****USES TOTAL****\$ 580,000****JUSTIFICATION**

Reflects the transfer of appropriation from the Information Technology Infrastructure Fund (ITF) to the Department of Human Resources' operating budget to acquire first-year software licenses and implementation services for replacing the current Countywide electronic Personnel Records system (ePR) employee onboarding module.

AUTHORIZED SIGNATURE

LISA GARRETT, DIRECTOR OF PERSONNEL

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☒ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/17/2025	
BOARD MEETING DATE	Not Applicable	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Military and Veterans Affairs	
SUBJECT	Notification of Intent to Enter into New Sole Source Negotiations with The Warrior Heritage Foundation for the Implementation of a Cultural Preservation Initiative	
PROGRAM	Cultural Preservation Initiative	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No	
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: As MVA's authorized departmental foundation, The Warrior Heritage Foundation serves as cultural stewardship over MVA's artifacts and exhibits. A sole source agreement enables MVA to align this work with the upcoming Semi-Quincentennial and related commemorations.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Deadline to enter into contract to meet the celebration of the semi-quincentennial 175 th anniversary of Bob Hope Patriotic Hall 2026. Contract negotiations will begin December 5, 2025 as notified on November 6, 2025.	
COST & FUNDING	Total cost: Approx. \$1.5M	Funding source: PIF (\$1.063M) and ITF Grants (0.435M)
	TERMS (if applicable): PIF/ITF for one-time funding for implementation. On-going costs funded by departmental operation budget.	
	Explanation: To implement a new digital inventory system to improve preservation, management, and public presentation of military artifacts.	
PURPOSE OF REQUEST	The Foundation as cultural stewards, modernizes engagement and ensure long-term cultural preservation, this investment will support the development of innovative digital platforms, interactive experiences, and expanded public access.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Patriotic Hall has served as a cornerstone for veterans in the County. Over time, MVA has become the custodian of a wide collection of military artifacts spanning multiple eras. These items are both sensitive and historically significant, presenting an important opportunity for preservation, digitization, and broader public accessibility.	
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No The Department utilized the County's Equity Index to identify communities and veteran populations whose histories and cultural contributions have been historically underrepresented in public collections and exhibits.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No Supports Board Priority for Anti- Racism, Diversity and Inclusion. These efforts strengthen representation, cultural visibility, and community connection across diverse veteran populations.	
DEPARTMENTAL CONTACTS	Allan Ochoa, Interim Division Chief, (213) 587-2423, Aochoa@mva.lacounty.gov Edward Lo, IT Supervisor, (213) 824-6871, Elo@mva.lacounty.gov	



COUNTY OF LOS ANGELES
MILITARY AND VETERANS AFFAIRS
1816 S. Figueroa Street
Los Angeles, California 90015
mva.lacounty.gov



Jim Zenner
Director

November 6, 2025

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn

FROM: Jim Zenner
Director, Military and Veterans Affairs

**NOTIFICATION OF INTENT TO ENTER INTO NEW SOLE SOURCE NEGOTIATIONS
WITH THE WARRIOR HERITAGE FOUNDATION FOR THE IMPLEMENTATION OF A
CULTURAL PRESERVATION INITIATIVE**

Per Board of Supervisors (Board) Policy 5.100, Sole Source Contracts, this letter serves as notification that the Department of Military and Veterans Affairs (MVA) intends to enter into sole source negotiations with the Warrior Heritage Foundation (Foundation) to implement a cultural preservation initiative. This initiative builds on the existing partnership with the Department's authorized foundation/support group, which your Board previously approved to steward the cultural heritage and artifacts of Bob Hope Patriotic Hall and MVA. The funding amount will not exceed the total allocated through the PIF and ITF grants. Following negotiations, MVA will return to your Board for review and approval of the final contract.

BACKGROUND

MVA is headquartered at the historic Bob Hope Patriotic Hall (Patriotic Hall), a landmark listed on the National Register of Historic Places that will celebrate its centennial in 2026. This milestone coincides with the nation's Semiquincentennial and the State of California's 175th anniversary celebrations. Patriotic Hall's location in the Figueroa Corridor, near the Los Angeles Convention Center, Crypto Arena, the Los Angeles Memorial Coliseum, and Exposition Park, positions it at the center of an area that will attract significant national and international attention in the coming years.

For nearly a century, Patriotic Hall has served as a hub for veterans in Los Angeles County, which is home to one of the largest veteran populations in both California and the nation. Over time, MVA has become a custodian of artifacts representing multiple eras of military service. These items are both sensitive and historically significant, presenting a unique opportunity to preserve, digitize, and expand public access.

To modernize engagement with these artifacts and ensure long-term cultural preservation. This investment will enable innovative digital platforms, interactive experiences, and improved public access, allowing visitors and veterans to better connect with the County's military history.

JUSTIFICATION

As an authorized departmental Foundation, the Warrior Heritage Foundation has consistently supported MVA through community engagement, event management, cultural and historical stewardship, fundraising, and operational enhancements. Its capacity to leverage outside partnerships and funding streams uniquely positions it to implement this initiative and to maximize the County's investment.

The Foundation's expertise in veteran and military programming, combined with its role as cultural steward, makes it the appropriate partner to deliver this initiative. A sole source agreement ensures that MVA can fully implement this project, aligning with the upcoming Centennial and supporting broader commemorations that will draw international attention to Los Angeles.

This initiative also affirms the County's commitment to honoring all veterans with dignity and respect, especially at a time when federal policy changes have reduced cultural investments in veterans. Through this partnership, the County will safeguard veteran voices, preserve military heritage, and create innovative platforms that share these stories with future generations.

CONCLUSION

The Foundation is positioned to deliver a complete and robust implementation of this cultural preservation initiative. Through continued partnership with MVA, there will be strategic continuity, accountability, and the expertise required to achieve these ambitious goals.

Unless directed otherwise by your board, MVA will proceed with negotiations after 4 weeks. If you have any questions, please contact me at (213) 765-9678 or by email at JZenner@mva.lacounty.gov. Staff inquiries may be directed to Interim Chief Deputy Director Allan Ochoa at AOchoa@mva.lacounty.gov.

JZ:AO:ra

c: Each Board Deputy
 Chief Executive Officer
 County Counsel

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/17/2025							
BOARD MEETING DATE	1/13/2026							
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th							
DEPARTMENT(S)	CHIEF EXECUTIVE OFFICE							
SUBJECT	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS							
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No							
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No - Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1"> <tr> <td>Total cost: Included in the FY 2025-26 Supplemental Budget</td><td>Compensation Amendments:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: Included in the FY 2025-26 Supplemental Budget	Compensation Amendments:	TERMS (if applicable):		Explanation:	
Total cost: Included in the FY 2025-26 Supplemental Budget	Compensation Amendments:							
TERMS (if applicable):								
Explanation:								
PURPOSE OF REQUEST	TO IMPLEMENT THE FISCAL YEAR 2025-2026 SUPPLEMENTAL BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS							
BACKGROUND (include internal/external issues that may exist including any related motions)	This Board Letter includes: 1. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2025-2026 Supplemental Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions; 2. Add one (1) new employee classification; 3. Delete one (1) represented classification and eight (8) non-represented classifications; and 4. Change the titles of two (2) represented classifications and four (4) non-represented classifications.							
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov							



**CEO January 13, 2026
Fiscal Year 2025-26
Supplemental Budget
Board Letter Summary**

CEO Classification/Compensation Contact Information:

Alex Evans, Manager, (213) 893-2370, aevans@ceo.lacounty.gov

Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov

This Board Letter includes:

1. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2025-2026 Supplemental Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions;
2. Add one (1) new employee classification;
3. Delete one (1) represented classification and eight (8) non-represented classifications; and
4. Change the titles of two (2) represented classifications and four (4) non-represented classifications.



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

January 13, 2026

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

Dear Supervisors:

**COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO
IMPLEMENT THE FISCAL YEAR 2025-2026 SUPPLEMENTAL BUDGET
AND OTHER CLASSIFICATION/COMPENSATION ACTIONS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions related to the approval of the Fiscal Year (FY) 2025-2026 Supplemental Budget, as well as provide technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. In addition, this letter and accompanying ordinance will update the departmental staffing provisions by adding one (1) new employee classification; deleting one (1) represented classification and eight (8) non-represented classifications; and changing the titles of two (2) represented classifications and four (4) non-represented classifications.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2025-2026 Supplemental Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions;
2. Add one (1) new employee classification;

3. Delete one (1) represented classification and eight (8) non-represented classifications; and
4. Change the titles of two (2) represented classifications and four (4) non-represented classifications.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following summarizes the purpose/justification of the recommended actions:

FY 2025-2026 Supplemental Budget

The subject budget phase was approved by the Los Angeles County (County) Board of Supervisors (Board) on September 30, 2025. This letter implements the approved changes to departmental staffing.

The Board's approval of the attached ordinance will fulfill the Charter requirement to provide for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2025-2026 Supplemental Budget, delete positions which are obsolete, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

New Employee Classification

We are recommending the establishment of the Justice Program Partner (Item No. 3058) (Attachment) entry-level classification within the Justice Program Analyst Series, which was approved by the Board in November 2023 to support a range of analytical, technical, and client-based functions related to justice programs. Positions in this series interact with clients, courts, and other stakeholders to support the planning and coordination of service-based programs. Positions allocable to the Justice Program Partner class are assigned duties and responsibilities that include interviewing clients to build rapport, assessing needs, and accurately responding to service-related inquiries; documenting client interactions through detailed correspondence; advocating on behalf of clients seeking assistance and support; and serving as a liaison with local partners to develop coordinated care plans that ensure seamless communication and service delivery.

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of one (1) represented classification and eight (8) non-represented classifications from the Classification Plan (Attachment). The positions are vacant, the represented classification has been approved for deletion by Employee Relations Commission (ERCOM) and the affected departments have been informed and concur with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Title Changes

We are recommending a title change classification of Assistant Chief, Fiscal Division, Public Works (Item No. 1038) to Assistant Chief, Financial Operations, Public Works (Attachment). The new title will more accurately represent the role and responsibilities of this position within the Department of Public Works as it currently has responsibility over the Fiscal and Budget/Fund Management Divisions.

We are recommending title changes to the following four (4) classifications within the Lake Lifeguard group: Senior Lake Lifeguard, Parks & Rec (Item No. 2949) to Lake Lifeguard Specialist; Supervising Lake Lifeguard, Parks & Rec (Item No. 2950) to Captain, Lake Lifeguard Services; Lake Aquatics Manager (Item No. 2959) to Section Chief, Lake Lifeguard Services; and Chief Lake Lifeguard (Item No. 2960) to Chief, Lake Lifeguard Services (Attachment). The new titles will more accurately reflect the role and level of responsibility with the Department of Parks and Recreation. The title changes have been approved by ERCOM.

We are recommending a title change from Community Services Liaison (Item No. 2706) to Community Services Liaison, Fire (Attachment). This classification is currently allocated exclusively to the Fire Department. The proposed title change will more accurately reflect the specific role and responsibilities associated with the position. Additionally, it will better align the class definition and standards and promote a more unified organizational structure within the department.

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area Goal B – Diverse and Inclusive Workforce, Strategy 2 – Fairness and Equity.

FISCAL IMPACT/FINANCING

The cost of and financing for the recommended new positions have been included in the FY 2025-2026 Supplemental Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is "to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County." The County Charter also authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6 - Salaries, of the County Code has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2025-2026 Supplemental Budget and other classification actions.

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG
AE:JR:AS:lm

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

The Honorable Board of Supervisors
1/13/2026
Page 5

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1.13.26\FY 25-26 SUPPLEMENTAL BUDGET BOARD LETTER (DRAFT 1).docx

DRAFT

CLASSIFICATION PLAN CHANGES

ATTACHMENT

CLASSIFICATION RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Horizons/ Options	3058	Justice Program Partner	NMO	90C

REPRESENTED CLASSIFICATION RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
4809	Nutrition Program Coordinator, Public Health Programs

NON-REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
4610	Assistant Program Director, Drug Abuse, HS
4609	Assistant Program Director, Office of Alcohol Programs, HS
8054	Assistant Rehabilitation Center Manager
4618	Chief, Drinking Driver Programs
8058	Chief, Rehabilitation Center
8448	Collections Manager, Natural History
3305	Deputy Director, Regional Planning
8055	Rehabilitation Center Manager

CLASSIFICATION PLAN CHANGES

ATTACHMENT

REPRESENTED CLASSIFICATIONS RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
2949	Senior Lake Lifeguard, Parks and Recreation	Lake Lifeguard Specialist
2950	Supervising Lake Lifeguard, Parks and Recreation	Captain, Lake Lifeguard Services

NON-REPRESENTED CLASSIFICATIONS RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
1038	Assistant Chief, Fiscal Division, Public Works	Assistant Chief, Financial Operations, Public Works
2960	Chief Lake Lifeguard	Chief, Lake Lifeguard Services
2706	Community Services Liaison	Community Services Liaison, Fire
2959	Lake Aquatics Manager	Lake Lifeguard Section Chief

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Adding and establishing the salary for one (1) employee classification;
- Deleting eight (8) employee classifications;
- Changing the title of four (4) employee classifications; and
- Adding, deleting, and/or changing certain employee classifications and

number of ordinance positions in the departments of Agricultural Commissioner/Weights and Measures, Alternate Public Defender, Arts and Culture, Auditor-Controller, Beaches and Harbors, Board of Supervisors, Chief Executive Officer, Child Support Services, Children and Family Services, Consumer and Business Affairs, County Counsel, District Attorney, Economic Opportunity, Fire, Health Services, Human Resources, Justice, Care and Opportunities Department, LA County Library, Medical Examiner, Mental Health, Military and Veterans Affairs, Parks and Recreation, Probation, Public Defender, Public Health, Public Social Services, Public Works, Regional Planning, Registrar-Recorder/County Clerk, Sheriff, Treasurer and Tax Collector and Youth Development.

DAWYN R. HARRISON
County Counsel

By:
GRAEME E. SHARPE
Senior Deputy County Counsel
Labor & Employment Division

GS:gr

Requested: 11/25/25
Revised: 11/25/25

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salary for one (1) employee classification; delete eight (8) employee classifications; change the title of four (4) employee classifications; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments as a result of the budget process for Fiscal Year 2025–2026.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>3058</u>	<u>JUSTICE PROGRAM PARTNER</u>	<u> </u> *	<u>NMO</u>	<u>90C</u>
		<u>10/01/2026</u>	<u>NMO</u>	<u>90L</u>
		<u>10/01/2027</u>	<u>NMO</u>	<u>92J</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classification added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to delete the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
4610	~~ASST PROGRAM DIRECTOR, DRUG ABUSE, HS~~	10/01/2024	NMO	119C
		10/01/2026	NMO	119L
		10/01/2027	NMO	121J
4609	~~ASST PRG DIR, OFF OF ALCOHOL PRO, HS~~	10/01/2024	NMO	119C
		10/01/2026	NMO	119L
		10/01/2027	NMO	121J
8054	~~ASST REHABILITATION CENTER MANAGER~~	07/01/2025	N3MO	97B
		07/01/2026	N4MO	97B
		10/01/2026	N4MO	97K
		10/01/2027	N4MO	99H
4618	~~CHIEF, DRINKING DRIVER PROGRAMS~~	10/01/2024	NMO	116F
		10/01/2026	NMO	117C
		10/01/2027	NMO	119A
8058	~~CHIEF, REHABILITATION CENTER~~	10/01/2024	NMO	119C
		10/01/2026	NMO	119L
		10/01/2027	NMO	121J
8448	~~COLLECTIONS MANAGER, NATURAL HISTORY~~	10/01/2024	NMO	92F
		10/01/2026	NMO	93C
		10/01/2027	NMO	95A
3305	~~DEPUTY DIRECTOR, REGIONAL PLANNING~~	10/01/2024	N23	S14
		10/01/2026	N23	S14
		10/01/2027	N23	S14
8055	~~REHABILITATION CENTER MANAGER~~	10/01/2024	NMO	108L
		10/01/2026	NMO	109H
		10/01/2027	NMO	111F

SECTION 3. Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to change the title of the following classes:

ITEM NO.	TITLE
1038	~~ASSISTANT CHIEF, FISCAL DIVISION, PW~~ <u>ASSISTANT CHIEF, FINANCIAL OPERATIONS, PW</u>
2960	~~CHIEF LAKE LIFEGUARD~~ <u>CHIEF, LAKE LIFEGUARD SERVICES</u>
2706	~~COMMUNITY SERVICES LIAISON~~ <u>COMMUNITY SERVICES LIAISON, FIRE</u>
2959	~~LAKE AQUATICS MANAGER~~ <u>LAKE LIFEGUARD SECTION CHIEF</u>

SECTION 4. Section 6.32.010 (Agricultural Commissioner/Weights and

Measures) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0038B	25 <u>19</u>	WEED & PEST ABATEMENT WORKER

SECTION 5. Section 6.33.010 (Alternate Public Defender) is hereby amended to

add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2569A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY SPECIALIST I</u>
<u>9038N</u>	<u>1</u>	<u>MENTAL HEALTH CLINICAL SUPERVISOR</u>
<u>2525A</u>	<u>1</u>	<u>SENIOR APPLICATION DEVELOPER</u>

SECTION 6. Section 6.33.010 (Alternate Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	~~2~~	<u>3</u>	ADMINISTRATIVE SERVICES MANAGER I
9255A	~~20~~	<u>4</u>	DEPUTY ALTERNATE PUBLIC DEFENDER II
9256N	~~6~~	<u>8</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III
9257N	~~23~~	<u>26</u>	DEPUTY ALTERNATE PUBLIC DEFENDER IV
2591A	~~3~~	<u>2</u>	INFORMATION SYSTEMS ANALYST II
2161A	~~45~~	<u>12</u>	LEGAL OFFICE SUPPORT ASSISTANT II
9232A	~~10~~	<u>8</u>	PARALEGAL
9035A	~~14~~	<u>10</u>	PSYCHIATRIC SOCIAL WORKER II
9035N	~~3~~	<u>6</u>	PSYCHIATRIC SOCIAL WORKER II
2163A	~~10~~	<u>9</u>	SENIOR LEGAL OFFICE SUPPORT ASST
9233A	~~10~~	<u>8</u>	SENIOR PARALEGAL

SECTION 7. Section 6.36.010 (Department of Arts and Culture) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8805A	~~4~~	<u>5</u>	PROGRAM ASSOCIATE,ARTS AND CULTURE
8805N	~~10~~	<u>7</u>	PROGRAM ASSOCIATE,ARTS AND CULTURE
8814A	~~19~~	<u>15</u>	SR PROG ASSOCIATE,ARTS AND CULTURE

8814N 4 5 SR PROG ASSOCIATE,ARTS AND CULTURE

SECTION 8. Section 6.40.010 (Auditor–Controller) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647A	~~23~~ <u>22</u>	ACCOUNTANT II
2648A	42 <u>41</u>	ACCOUNTING SYSTEMS ANALYST II
0643A	24 <u>25</u>	ACCOUNTING TECHNICIAN II
0712A	24 <u>25</u>	PROGRAM SPECIALIST I,AUDITOR-CONT
0713A	~~33~~ <u>34</u>	PROGRAM SPECIALIST II,AUDITOR-CONT
0650A	~~20~~ <u>19</u>	SENIOR ACCOUNTANT,AUDITOR-CONT
8258F	20 <u>16</u>	STUDENT PROFESSIONAL WORKER II
0653A	~~15~~ <u>14</u>	SUPERVISING ACCOUNTANT,AUDITOR-CONT
1367A	46 <u>15</u>	TAX SERVICES CLERK II

SECTION 9. Section 6.42.010 (Department of Beaches and Harbors) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8250M	1	CAREER DEVELOPMENT INTERN
2481F	1	STUDENT WORKER,INFO TECH

SECTION 10. Section 6.42.010 (Department of Beaches and Harbors) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>7227A</u>	<u>1</u>	<u>WASTEWATER TREATMENT PLANT OPR SUPV</u>

SECTION 11. Section 6.42.010 (Department of Beaches and Harbors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0352C	42 <u>29</u>	GROUNDS MAINTENANCE WORKER I
8796H	6 <u>1</u>	RECREATION SERVICES LEADER
6061A	6 <u>4</u>	REFUSE TRUCK HELPER
8243F	5 <u>1</u>	STUDENT PROFESSIONAL WORKER I
8242F	47 <u>15</u>	STUDENT WORKER

SECTION 12. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1062A	4	~~EX ASST, CTZNS ECON & EFFIC COMM(UC)~~
8973A	4	~~RESEARCH ANALYST III, BEHAVIOR SCI~~
0921A	4	~~STAFF ASST, COMM FOR CHILDREN'S SVS~~

SECTION 13. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0889N	~~3~~	<u>2</u>	ADMINISTRATIVE ASSISTANT III
9974A	~~5~~	<u>4</u>	ASSISTANT INSPECTOR GENERAL(UC)
1098A	~~2~~	<u>1</u>	BOARD SPECIALIST
1610A	~~2~~	<u>1</u>	COMMUNICATIONS MANAGER
1651A	~~6~~	<u>3</u>	DEPUTY INSPECTOR GENERAL
1108A	~~28~~	<u>26</u>	HEAD BOARD SPECIALIST
8021A	~~5~~	<u>4</u>	HUMAN SERVICES ADMINISTRATOR I
1650A	~~40~~	<u>6</u>	INSPECTOR,OIG
2915A	~~7~~	<u>5</u>	INVESTIGATOR II
2109A	~~9~~	<u>8</u>	MANAGEMENT SECRETARY III
8123A	~~40~~	<u>7</u>	SENIOR HUMAN RELATIONS CONSULTANT
8258F	~~44~~	<u>10</u>	STUDENT PROFESSIONAL WORKER II

SECTION 14. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0824A	~~7~~	<u>6</u>	PROGRAM AID II,CEO
0850A	~~7~~	<u>6</u>	SPECIAL SERVICES ASSISTANT I

SECTION 15. Section 6.52.010 (Department of Medical Examiner) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1636A	4	MEDICAL EXAMINER INVESTIGATOR, TRAINEE
1515A	4	SENIOR DISASTER SERVICES ANALYST

SECTION 16. Section 6.52.010 (Department of Medical Examiner) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4331A	~~2~~ <u>1</u>	CRIMINALISTICS LABORATORY TECH
2297A	4 <u>3</u>	EVIDENCE CUSTODIAN, MEDICAL EXAMINER
4884A	~~36~~ <u>30</u>	FORENSIC ATTENDANT
4887A	14 <u>11</u>	FORENSIC TECHNICIAN I
2214A	~~43~~ <u>11</u>	INTERMEDIATE TYPIST-CLERK
1637A	~~65~~ <u>60</u>	MEDICAL EXAMINER INVESTIGATOR
5036A	2 <u>1</u>	PATHOLOGISTS' ASSISTANT
5476A	14 <u>12</u>	PHYSICIAN SPECIALIST (NON MEGAFLEX)
4336A	19 <u>17</u>	SENIOR CRIMINALIST

SECTION 17. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	~~424~~	<u>128</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	~~28~~	<u>29</u>	ADMINISTRATIVE SERVICES MANAGER II
9073A	~~4742~~	<u>4671</u>	CHILDREN'S SOCIAL WORKER III
1842A	~~23~~	<u>28</u>	DEPARTMENTAL PERSONNEL ASSISTANT
2591A	~~23~~	<u>21</u>	INFORMATION SYSTEMS ANALYST II
2603A	~~2~~	<u>3</u>	IT SECURITY SPECIALIST
1138A	~~77~~	<u>72</u>	INTERMEDIATE CLERK
2214A	~~1007~~	<u>987</u>	INTERMEDIATE TYPIST-CLERK
1334A	~~7~~	<u>15</u>	PAYROLL CLERK II
2526A	~~19~~	<u>20</u>	PRINCIPAL APPLICATION DEVELOPER
2096A	~~168~~	<u>169</u>	SECRETARY III
1140A	~~84~~	<u>66</u>	SENIOR CLERK
1843A	~~7~~	<u>9</u>	SENIOR DEPARTMENTAL PERSONNEL ASST
2216A	~~279~~	<u>280</u>	SENIOR TYPIST-CLERK

SECTION 18. Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	494 <u>190</u>	INTERMEDIATE TYPIST-CLERK

SECTION 19. Section 6.59.010 (Department of Economic Opportunity) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4004N	4	~~ADMINISTRATIVE SERVICES MANAGER III~~
1668N	4	~~CONS & BUSINESS AFFAIRS SUPERVISOR~~

SECTION 20. Section 6.59.010 (Department of Economic Opportunity) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1764A</u>	<u>1</u>	<u>SENIOR DATA SCIENTIST</u>

SECTION 21. Section 6.59.010 (Department of Economic Opportunity) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8189N	7 <u>1</u>	COMMUNITY SERVICES ANALYST I
1663N	8 <u>4</u>	CONSUMER & BUSINESS AFFAIRS REP II

8021N	~~16~~	<u>12</u>	HUMAN SERVICES ADMINISTRATOR I
8022N	~~5~~	<u>4</u>	HUMAN SERVICES ADMINISTRATOR II
2214N	~~4~~	<u>2</u>	INTERMEDIATE TYPIST-CLERK
8258F	~~9~~	<u>6</u>	STUDENT PROFESSIONAL WORKER II

SECTION 22. Section 6.60.010 (Department of Consumer and Business Affairs)

is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214N	~~4~~	INTERMEDIATE TYPIST-CLERK

SECTION 23. Section 6.60.010 (Department of Consumer and Business Affairs)

is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1002N</u>	<u>1</u>	<u>ADMINISTRATIVE SERVICES MANAGER I</u>

SECTION 24. Section 6.60.010 (Department of Consumer and Business Affairs)

is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1663A	~~13~~	<u>12</u> CONSUMER & BUSINESS AFFAIRS REP II
1664A	~~54~~	<u>51</u> CONSUMER & BUSINESS AFFAIRS REP III
1668N	~~2~~	<u>3</u> CONSUMER & BUSINESS AFFAIRS SUPERVISOR

2214A 3 2 INTERMEDIATE TYPIST-CLERK

SECTION 25. Section 6.64.010 (County Counsel) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	~~5~~ <u>6</u>	ADMINISTRATIVE SERVICES MANAGER I
1842A	~~3~~ <u>1</u>	DEPARTMENTAL PERSONNEL ASSISTANT
2546A	~~2~~ <u>1</u>	IT TECHNICAL SUPPORT ANALYST II
2214A	~~12~~ <u>8</u>	INTERMEDIATE TYPIST-CLERK
2160A	~~37~~ <u>35</u>	LEGAL OFFICE SUPPORT ASSISTANT I
1848A	~~2~~ <u>3</u>	MANAGEMENT ANALYST
1140A	~~9~~ <u>5</u>	SENIOR CLERK
2216A	~~4~~ <u>2</u>	SENIOR TYPIST-CLERK

SECTION 26. Section 6.70.010 (District Attorney) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~1765A~~	~~1~~	~~DATA SCIENTIST SUPERVISOR~~
~~9977A~~	~~1~~	~~DETECTIVE(UC)~~
~~1609A~~	~~1~~	~~SENIOR PUBLIC INFORMATION SPECIALIST~~

SECTION 27. Section 6.70.010 (District Attorney) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9272A	~~254~~ <u>225</u>	DEPUTY DISTRICT ATTORNEY II
9273A	~~354~~ <u>328</u>	DEPUTY DISTRICT ATTORNEY III
9980B	~~3~~ <u>1</u>	DETECTIVE(UC)
2214A	~~42~~ <u>40</u>	INTERMEDIATE TYPIST-CLERK
0681A	~~4~~ <u>2</u>	INVESTIGATIVE AUDITOR,DA
2161A	~~429~~ <u>123</u>	LEGAL OFFICE SUPPORT ASSISTANT II
9232A	~~402~~ <u>103</u>	PARALEGAL
2222A	~~7~~ <u>5</u>	PRIORS ASSISTANT,DA
2098A	~~42~~ <u>11</u>	SECRETARY V
2525A	~~6~~ <u>5</u>	SENIOR APPLICATION DEVELOPER
1140A	~~42~~ <u>10</u>	SENIOR CLERK
2890A	~~157~~ <u>143</u>	SENIOR INVESTIGATOR,DA
2163A	~~43~~ <u>41</u>	SENIOR LEGAL OFFICE SUPPORT ASST
2102A	~~6~~ <u>5</u>	SENIOR SECRETARY III
2216A	~~29~~ <u>27</u>	SENIOR TYPIST-CLERK
0907A	~~3~~ <u>2</u>	STAFF ASSISTANT I
0913A	~~2~~ <u>1</u>	STAFF ASSISTANT II
2198A	~~3~~ <u>2</u>	STENOGRAPHIC REPORTER

1566A	~~47~~	<u>16</u>	VICTIM SERVICES REPRESENTATIVE II
7142A	~~3~~	<u>2</u>	VIDEO PRODUCTION SPECIALIST
1216A	~~33~~	<u>30</u>	WITNESS ASSISTANT I,DA

SECTION 28. Section 6.76.014 (Fire Department – Operations) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2706A	9	~~COMMUNITY SERVICES LIAISON~~ <u>COMMUNITY SERVICES LIAISON, FIRE</u>

SECTION 29. Section 6.76.014 (Fire Department – Operations) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8250M</u>	<u>16</u>	<u>CAREER DEVELOPMENT INTERN</u>

SECTION 30. Section 6.76.014 (Fire Department – Operations) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0199A	~~1432~~ <u>1477</u>	FIRE FIGHTER(56 HOURS)

SECTION 31. Section 6.76.015 (Fire Department – Prevention) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0331A	~~46~~ <u>17</u>	DEPUTY FORESTER
0328A	~~32~~ <u>34</u>	FORESTRY ASSISTANT

SECTION 32. Section 6.76.017 (Fire Department – Leadership and Professional Standards) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0205A	~~45~~ <u>21</u>	FIRE CAPTAIN(56 HOURS)

SECTION 33. Section 6.76.018 (Fire Department – Emergency Medical Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0199A	~~4~~ <u>15</u>	FIRE FIGHTER(56 HOURS)

SECTION 34. Section 6.77.010 (Department of Public Health) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~4611O~~	~~4~~	~~ASST HEALTH PROGRAM COORDINATOR~~
~~4777A~~	~~4~~	~~DENTAL DIRECTOR II~~
~~1120A~~	~~4~~	~~EXECUTIVE ASSISTANT~~
~~1179A~~	~~4~~	~~HEAD CLERK~~
~~2588N~~	~~4~~	~~INFORMATION SYSTEMS ANALYST AID~~
~~5104F~~	~~4~~	~~LICENSED VOCATIONAL NURSE I~~
~~2180A~~	~~4~~	~~MEDICAL STENOGRAPHER~~
~~0978A~~	~~4~~	~~PROGRAM MANAGER II~~

SECTION 35. Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647N	~~29~~ <u>28</u>	ACCOUNTANT II
0642A	~~15~~ <u>14</u>	ACCOUNTING TECHNICIAN I
0886O	~~10~~ <u>2</u>	ADMINISTRATIVE AID
0888A	~~44~~ <u>13</u>	ADMINISTRATIVE ASSISTANT II
0889A	~~44~~ <u>13</u>	ADMINISTRATIVE ASSISTANT III
1007A	~~3~~ <u>2</u>	ADMINISTRATIVE SERVICES DIV MGR

1002A	~~22~~	<u>21</u>	ADMINISTRATIVE SERVICES MANAGER I
1270A	~~7~~	<u>6</u>	ASSISTANT PUBLIC HEALTH REGISTRAR
4595N	~~64~~	<u>60</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
5090A	~~36~~	<u>31</u>	CLINIC LICENSED VOCATIONAL NURSE I
5090N	~~44~~	<u>4</u>	CLINIC LICENSED VOCATIONAL NURSE I
5468J	~~44~~	<u>13</u>	CLINIC PHYSICIAN,MD(PER SESSION)
4895A	~~2~~	<u>1</u>	CLINICAL LABORATORY SCIENTIST I
8103A	~~45~~	<u>39</u>	COMMUNITY HEALTH WORKER
8103N	~~54~~	<u>49</u>	COMMUNITY HEALTH WORKER
4614A	~~33~~	<u>32</u>	CONTRACT PROGRAM AUDITOR
6774A	~~40~~	<u>9</u>	CUSTODIAN
5671A	~~248~~	<u>246</u>	ENVIRONMENTAL HEALTH SPECIALIST II
1759A	~~27~~	<u>25</u>	EPIDEMIOLOGIST
1757A	~~24~~	<u>19</u>	EPIDEMIOLOGIST ANALYST
1757N	~~49~~	<u>17</u>	EPIDEMIOLOGIST ANALYST
0748A	~~4~~	<u>3</u>	FINANCIAL SPECIALIST II
6619A	~~5~~	<u>4</u>	GENERAL MAINTENANCE WORKER
0672N	~~26~~	<u>25</u>	HEALTH CARE FINANCIAL ANALYST
4848A	~~25~~	<u>23</u>	HEALTH EDUCATOR
4848N	~~45~~	<u>12</u>	HEALTH EDUCATOR
4729A	~~28~~	<u>27</u>	HEALTH PROGRAM ANALYST II
4613N	~~9~~	<u>6</u>	HEALTH PROGRAM COORDINATOR

2591A	~~9~~	<u>8</u>	INFORMATION SYSTEMS ANALYST II
1138A	~~46~~	<u>14</u>	INTERMEDIATE CLERK
2172A	~~43~~	<u>11</u>	INTERMEDIATE STENOGRAPHER
2214A	~~196~~	<u>182</u>	INTERMEDIATE TYPIST-CLERK
2214N	~~73~~	<u>70</u>	INTERMEDIATE TYPIST-CLERK
1848A	~~48~~	<u>17</u>	MANAGEMENT ANALYST
2109A	~~7~~	<u>6</u>	MANAGEMENT SECRETARY III
9192A	~~22~~	<u>20</u>	PATIENT RESOURCES WORKER
1331A	~~8~~	<u>7</u>	PAYROLL CLERK I
5474A	~~5~~	<u>3</u>	PHYSICIAN,MD(NON MEGAFLEX)
5455A	~~54~~	<u>50</u>	PHYSICIAN SPECIALIST(MEGAFLEX)
5455N	~~7~~	<u>6</u>	PHYSICIAN SPECIALIST(MEGAFLEX)
5476A	~~6~~	<u>5</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
1762N	~~5~~	<u>6</u>	PREDICTIVE DATA ANALYST
0977N	~~5~~	<u>4</u>	PROGRAM MANAGER I
5645A	~~58~~	<u>55</u>	PUBLIC HEALTH INVESTIGATOR
4999A	~~39~~	<u>32</u>	PUBLIC HEALTH MICROBIOLOGIST I
5230A	~~429~~	<u>418</u>	PUBLIC HEALTH NURSE
5230N	~~150~~	<u>142</u>	PUBLIC HEALTH NURSE
5236A	~~55~~	<u>52</u>	PUBLIC HEALTH NURSING SUPERVISOR
5798A	~~7~~	<u>6</u>	RADIOLOGIC TECHNOLOGIST
5133A	~~24~~	<u>20</u>	REGISTERED NURSE I

5134A	~~22~~	<u>21</u>	REGISTERED NURSE II
8971N	~~3~~	<u>2</u>	RESEARCH ANALYST I,BEHAVIOR SCI
8972A	~~9~~	<u>6</u>	RESEARCH ANALYST II,BEHAVIOR SCI
8972N	~~30~~	<u>29</u>	RESEARCH ANALYST II,BEHAVIOR SCI
8973A	~~44~~	<u>12</u>	RESEARCH ANALYST III,BEHAVIOR SCI
2095A	~~16~~	<u>12</u>	SECRETARY II
1140A	~~34~~	<u>30</u>	SENIOR CLERK
9019A	~~44~~	<u>13</u>	SENIOR CLINICAL SOCIAL WORKER
2547A	~~16~~	<u>15</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2101A	~~8~~	<u>7</u>	SENIOR SECRETARY II
4594A	~~26~~	<u>25</u>	SENIOR STAFF ANALYST,HEALTH
2216A	~~138~~	<u>136</u>	SENIOR TYPIST-CLERK
2216N	~~124~~	<u>123</u>	SENIOR TYPIST-CLERK
4593N	~~114~~	<u>112</u>	STAFF ANALYST,HEALTH
8243F	~~42~~	<u>31</u>	STUDENT PROFESSIONAL WORKER I
5884A	~~30~~	<u>23</u>	SUBSTANCE ABUSE COUNSELOR
2329A	~~4~~	<u>3</u>	WAREHOUSE WORKER AID

SECTION 36. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE

9013A	1	CLINICAL SOCIAL WORKER
9180A	2	COMMUNITY HEALTH PLAN MARKETING REP
4568A	1	DIRECTOR, OFFICE OF MANAGED CARE(UC)
4580A	1	DIRECTOR, PATIENT ACCESS AND EXPERIENCE(UC)
1417A	1	HEALTH INFORMATION TECHNICIAN
1138N	1	INTERMEDIATE CLERK
4850A	1	SENIOR HEALTH EDUCATOR
8243F	6	STUDENT PROFESSIONAL WORKER I

SECTION 37. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	5 <u>3</u>	ACCOUNT CLERK II
4586A	4 <u>3</u>	ADMR, CONTRACT PROGS & SPECIAL SERVS
5087A	4 <u>3</u>	CLINIC NURSING ATTENDANT I
1759A	5 <u>4</u>	EPIDEMIOLOGIST
4128A	1 <u>2</u>	FACILITIES PROJECT MANAGER II
2221A	14 <u>13</u>	INTERMEDIATE SUPVG TYPIST-CLERK
2214A	~~57~~ <u>54</u>	INTERMEDIATE TYPIST-CLERK
2214N	2 <u>1</u>	INTERMEDIATE TYPIST-CLERK
5133A	4 <u>3</u>	REGISTERED NURSE I

8973A	4	<u>3</u>	RESEARCH ANALYST III,BEHAVIOR SCI
2096A	~~10~~	<u>9</u>	SECRETARY III
1140A	~~23~~	<u>21</u>	SENIOR CLERK
4615A	9	<u>8</u>	SENIOR CONTRACT PROGRAM AUDITOR
5456A	8	<u>7</u>	SENIOR PHYSICIAN
2101A	~~15~~	<u>14</u>	SENIOR SECRETARY II
2216A	~~79~~	<u>76</u>	SENIOR TYPIST-CLERK
8242F	~~20~~	<u>4</u>	STUDENT WORKER
8246A	~~100~~	<u>61</u>	YOUTH WORKER,CHILDREN'S SERVICES

SECTION 38. Section 6.78.035 (Department of Health Services – Juvenile Court Health Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5094A	8 <u>4</u>	CLINIC LICENSED VOCATIONAL NURSE II
5088A	4 <u>3</u>	CLINIC NURSING ATTENDANT II
5135A	44 <u>10</u>	REGISTERED NURSE III

SECTION 39. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE

0656A	1	ACCOUNTING OFFICER I
5556A	1	CARDIOVASCULAR TECHNICIAN
1419A	1	HEALTH INFO MGMT TUMOR REGISTRAR
1352A	1	STATISTICAL CLERK

SECTION 40. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5083A	~~31~~ <u>30</u>	CENTRAL SERVICES TECHNICIAN II
5090A	~~96~~ <u>90</u>	CLINIC LICENSED VOCATIONAL NURSE I
0927A	~~3~~ <u>4</u>	CREDENTIALING SPECIALIST
6471A	~~13~~ <u>12</u>	ELECTRICIAN
4846A	~~2~~ <u>1</u>	HEALTH EDUCATION ASSISTANT
1138A	~~214~~ <u>196</u>	INTERMEDIATE CLERK
2214A	~~122~~ <u>119</u>	INTERMEDIATE TYPIST-CLERK
6531A	~~8~~ <u>7</u>	MEDICAL ELECTRONICS TECHNICIAN
2209A	~~20~~ <u>19</u>	MEDICAL TRANSCRIBER TYPIST
5098F	~~14~~ <u>12</u>	NURSING ATTENDANT I
5595A	~~2~~ <u>1</u>	ORTHOPEDIC TECHNICIAN
5476A	~~290~~ <u>291</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5261F	~~397~~ <u>393</u>	RELIEF NURSE

8242F 8 2 STUDENT WORKER

2184A 4 3 SUPERVISING MEDICAL STENOGRAPHER

SECTION 41. Section 6.78.060 (Department of Health Services – Los Angeles General Medical Center) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~2520A~~	~~1~~	~~APPLICATION DEVELOPER I~~
~~3567A~~	~~1~~	~~ASST RADIOLOGY EQUIPMENT SPECIALIST~~
~~4846A~~	~~3~~	~~HEALTH EDUCATION ASSISTANT~~
~~1419A~~	~~1~~	~~HEALTH INFO MGMT TUMOR REGISTRAR~~
~~8083A~~	~~1~~	~~HOSPITAL ADMINISTRATOR II~~
~~6169O~~	~~1~~	~~PLASTERER~~
~~7071A~~	~~1~~	~~RADIOLOGY PHOTOGRAPHIC ASSISTANT~~
~~5415A~~	~~1~~	~~SUPERVISOR OF RESIDENTS, MD~~
~~6065A~~	~~1~~	~~TRAM OPERATOR~~

SECTION 42. Section 6.78.060 (Department of Health Services – Los Angeles General Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0642A	2 <u>1</u>	ACCOUNTING TECHNICIAN I

0643A	~~5~~	<u>4</u>	ACCOUNTING TECHNICIAN II
5295A	~~28~~	<u>27</u>	ASST NURSING DIR,ADMINISTRATION
4979A	~~5~~	<u>3</u>	BLOOD GAS LABORATORY TECHNICIAN I
5545A	~~13~~	<u>12</u>	CARDIAC ELECTRODIAGNOSTIC TECH I
5547A	~~13~~	<u>12</u>	CARDIAC ELECTRODIAGNOSTIC TECH III
5090A	~~159~~	<u>153</u>	CLINIC LICENSED VOCATIONAL NURSE I
5090F	~~4~~	<u>3</u>	CLINIC LICENSED VOCATIONAL NURSE I
5087A	~~66~~	<u>65</u>	CLINIC NURSING ATTENDANT I
5088A	~~12~~	<u>11</u>	CLINIC NURSING ATTENDANT II
8103A	~~26~~	<u>24</u>	COMMUNITY HEALTH WORKER
6601A	~~6~~	<u>5</u>	CONSTRUCTION & REPAIR LABORER
6774A	~~275~~	<u>226</u>	CUSTODIAN
6778A	~~17~~	<u>14</u>	CUSTODIAN SUPERVISOR
2546A	~~15~~	<u>13</u>	IT TECHNICAL SUPPORT ANALYST II
1138A	~~373~~	<u>359</u>	INTERMEDIATE CLERK
2214A	~~154~~	<u>136</u>	INTERMEDIATE TYPIST-CLERK
4976A	~~56~~	<u>55</u>	LABORATORY ASSISTANT
9002A	~~76~~	<u>74</u>	MEDICAL CASE WORKER II
2180A	~~4~~	<u>3</u>	MEDICAL STENOGRAPHER
5121A	~~127~~	<u>123</u>	NURSE PRACTITIONER
5098A	~~573~~	<u>567</u>	NURSING ATTENDANT I
5098F	~~15~~	<u>14</u>	NURSING ATTENDANT I

9189A	~~54~~	<u>45</u>	PATIENT FINANCIAL SERVS CONT WKR
9197A	~~42~~	<u>41</u>	PATIENT RELATIONS REPRESENTATIVE
9192A	~~127~~	<u>126</u>	PATIENT RESOURCES WORKER
5501A	~~12~~	<u>9</u>	PHARMACY HELPER
5411M	~~208~~	<u>209</u>	PHYSICIAN,POST GRADUATE(2ND YEAR)
5411M	~~194~~	<u>192</u>	PHYSICIAN,POST GRADUATE(3RD YEAR)
5411M	~~183~~	<u>184</u>	PHYSICIAN,POST GRADUATE(4TH YEAR)
9035A	~~17~~	<u>15</u>	PSYCHIATRIC SOCIAL WORKER II
5133A	~~942~~	<u>941</u>	REGISTERED NURSE I
5134A	~~1160~~	<u>1157</u>	REGISTERED NURSE II
1140A	~~78~~	<u>76</u>	SENIOR CLERK
6780A	~~6~~	<u>5</u>	SENIOR CUSTODIAN SUPERVISOR
2216A	~~53~~	<u>52</u>	SENIOR TYPIST-CLERK
8243F	~~6~~	<u>2</u>	STUDENT PROFESSIONAL WORKER I
8242F	~~13~~	<u>9</u>	STUDENT WORKER
9194A	~~34~~	<u>33</u>	SUPVG PATIENT FIN SERVICE WORKER I
5096F	~~11~~	<u>7</u>	UNIT SUPPORT ASSISTANT

SECTION 43. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE

5859A	1	OCCUPATIONAL THERAPY SUPERVISOR I
6052A	1	REFUSE TRUCK DRIVER
2201A	1	TRANSCRIBER TYPIST

SECTION 44. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6774A	58 <u>47</u>	CUSTODIAN
2546A	9 <u>8</u>	IT TECHNICAL SUPPORT ANALYST II
1138A	67 <u>66</u>	INTERMEDIATE CLERK
2214A	54 <u>52</u>	INTERMEDIATE TYPIST-CLERK
5098F	7 <u>4</u>	NURSING ATTENDANT I
5595A	2 <u>1</u>	ORTHOPEDIC TECHNICIAN
5504A	24 <u>20</u>	PHARMACY TECHNICIAN
5474F	11 <u>9</u>	PHYSICIAN,MD(NON MEGAFLEX)
5476A	71 <u>70</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
6780A	3 <u>2</u>	SENIOR CUSTODIAN SUPERVISOR
7662A	2 <u>1</u>	SHEET METAL WORKER
8243F	12 <u>11</u>	STUDENT PROFESSIONAL WORKER I
8242F	7 <u>1</u>	STUDENT WORKER
5113F	17 <u>16</u>	STUDENT WORKER,NURSING

4772J 7 6 VISITING DENTIST

SECTION 45. Section 6.78.070 (Department of Health Services – Olive View – UCLA Medical Center) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5047A	2	PHYSICIAN ASSISTANT
8162A	6	PSYCHIATRIC TECHNICIAN II

SECTION 46. Section 6.78.070 (Department of Health Services – Olive View – UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1417A	24 <u>20</u>	HEALTH INFORMATION TECHNICIAN
2546A	7 <u>6</u>	IT TECHNICAL SUPPORT ANALYST II
1138A	104 <u>100</u>	INTERMEDIATE CLERK
2214A	159 <u>157</u>	INTERMEDIATE TYPIST-CLERK
9002A	45 <u>44</u>	MEDICAL CASE WORKER II
5098F	6 <u>4</u>	NURSING ATTENDANT I
5100A	154 <u>148</u>	NURSING ATTENDANT II
9192A	85 <u>84</u>	PATIENT RESOURCES WORKER
5747M	4 <u>2</u>	PODIATRIST, POST GRADUATE (2 ND YEAR)

5261F	249	<u>217</u>	RELIEF NURSE
2216A	24	<u>19</u>	SENIOR TYPIST-CLERK
0913A	4	<u>2</u>	STAFF ASSISTANT II
8243F	4	<u>3</u>	STUDENT PROFESSIONAL WORKER I
8242F	6	<u>4</u>	STUDENT WORKER
5096F	4	<u>1</u>	UNIT SUPPORT ASSISTANT
5125A	2	<u>1</u>	UTILIZATION REVIEW NURSE SUPVR I

SECTION 47. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9180A	5	~~COMMUNITY HEALTH PLAN MARKETING REP~~
2672A	1	~~DATA CONVERSION EQUIP OPERATOR I~~
1254A	1	~~INTERMEDIATE CASHIER~~
8327A	1	~~LIBRARY ASSISTANT II~~
5236N	1	~~PUBLIC HEALTH NURSING SUPERVISOR~~
8243F	2	~~STUDENT PROFESSIONAL WORKER I~~
8242F	6	~~STUDENT WORKER~~
9183A	1	~~SUPVG CMTY HLTH PLAN MARKETING REP~~
5096A	1	~~UNIT SUPPORT ASSISTANT~~
2681A	1	~~VOLUNTEER PROGRAMS COORDINATOR I~~

~~9535 75 VOLUNTEER WORKER, W/O COMP~~

SECTION 48. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8049A	~~6~~ <u>5</u>	ADMR,COMP AMBULATORY HLTH CARE CTR
1253A	~~8~~ <u>7</u>	CASHIER
5092A	~~325~~ <u>320</u>	CERTIFIED MEDICAL ASSISTANT
5457A	~~44~~ <u>10</u>	CHIEF PHYSICIAN I
8103A	~~28~~ <u>27</u>	COMMUNITY HEALTH WORKER
0927A	~~7~~ <u>6</u>	CREDENTIALING SPECIALIST
4846A	~~23~~ <u>19</u>	HEALTH EDUCATION ASSISTANT
1138A	~~67~~ <u>56</u>	INTERMEDIATE CLERK
2214A	~~324~~ <u>323</u>	INTERMEDIATE TYPIST-CLERK
2135A	~~3~~ <u>2</u>	MEDICAL SECRETARY
2209A	~~7~~ <u>6</u>	MEDICAL TRANSCRIBER TYPIST
5359A	~~5~~ <u>3</u>	NURSE-MIDWIFE
5121A	~~134~~ <u>138</u>	NURSE PRACTITIONER
9193A	~~24~~ <u>23</u>	PATIENT FINANCIAL SERVS WORKER
9192A	~~218~~ <u>198</u>	PATIENT RESOURCES WORKER
5501A	~~6~~ <u>5</u>	PHARMACY HELPER

5476A	~~222~~	<u>220</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5476F	~~6~~	<u>5</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5134A	~~163~~	<u>166</u>	REGISTERED NURSE II
2095A	~~3~~	<u>2</u>	SECRETARY II
2096A	~~8~~	<u>7</u>	SECRETARY III
2216A	~~36~~	<u>37</u>	SENIOR TYPIST-CLERK

SECTION 49. Section 6.78.100 (Department of Health Services – Community Programs) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6619A</u>	<u>1</u>	<u>GENERAL MAINTENANCE WORKER</u>
<u>2214N</u>	<u>1</u>	<u>INTERMEDIATE TYPIST-CLERK</u>

SECTION 50. Section 6.78.100 (Department of Health Services – Community Programs) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4595A	~~63~~	<u>67</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
5859A	~~4~~	<u>2</u>	OCCUPATIONAL THERAPY SUPERVISOR I
5135A	~~7~~	<u>8</u>	REGISTERED NURSE III
4593A	~~94~~	<u>97</u>	STAFF ANALYST,HEALTH

0907A 24 23 STAFF ASSISTANT I

SECTION 51. Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0895A	9 <u>6</u>	ADMINISTRATIVE INTERN I
0901A	7 <u>4</u>	ADMINISTRATIVE INTERN II

SECTION 52. Section 6.86.010 (Department of Mental Health) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0642F	3	~~ACCOUNTING TECHNICIAN I~~
4720A	1	~~DIV CHIEF, PROGRAM DEVELOPMENT, MH~~
8972A	4	~~RESEARCH ANALYST II, BEHAVIOR SCI~~
2095A	2	~~SECRETARY II~~
2183A	1	~~SENIOR MEDICAL STENOGRAPHER~~
2102N	1	~~SENIOR SECRETARY III~~
5415M	1	~~SUPERVISOR OF RESIDENTS, MD~~

SECTION 53. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE

1002A	~~424~~	<u>132</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	~~39~~	<u>42</u>	ADMINISTRATIVE SERVICES MANAGER II
1190A	6	<u>9</u>	BILLING SUPERVISOR
8697N	7	<u>6</u>	CLINICAL PSYCHOLOGIST II
4727A	~~114~~	<u>115</u>	HEALTH PROGRAM ANALYST I
1848A	~~70~~	<u>72</u>	MANAGEMENT ANALYST
0904A	~~2~~	<u>4</u>	MANAGEMENT ASSISTANT
4740N	2	<u>1</u>	MENTAL HLTH PROGRAM MANAGER I
4741A	~~72~~	<u>73</u>	MENTAL HLTH PROGRAM MANAGER II
8149A	~~48~~	<u>47</u>	MENTAL HEALTH SERVICES COORD II
9035F	~~5~~	<u>4</u>	PSYCHIATRIC SOCIAL WORKER II
3033A	~~3~~	<u>4</u>	SAFETY ASSISTANT
0915A	3	<u>1</u>	STAFF ASSISTANT III
1174A	2	<u>1</u>	SUPERVISING CLERK
2219A	6	<u>4</u>	SUPERVISING TYPIST-CLERK

SECTION 54. Section 6.88.010 (Department of Military and Veterans Affairs) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2546A</u>	<u>1</u>	<u>IT TECHNICAL SUPPORT ANALYST II</u>

SECTION 55. Section 6.88.010 (Department of Military and Veterans Affairs) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0913A	4	<u>2</u>	STAFF ASSISTANT II
8138A	4	<u>5</u>	SUPERVISOR,VETERANS CLAIMS
8137A	~~47~~	<u>22</u>	VETERANS CLAIMS ASSISTANT II
8142A	44	<u>15</u>	VETERANS CLAIMS ASSISTANT III

SECTION 56. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2960A	1		~~CHIEF LAKE LIFEGUARD~~ <u>CHIEF,LAKE LIFEGUARD SERVICES</u>
2959A	2		~~LAKE AQUATICS MANAGER~~ <u>LAKE LIFEGUARD SECTION CHIEF</u>
2949A	23		~~SENIOR LAKE LIFEGUARD,PARKS & REC~~ <u>LAKE LIFEGUARD SPECIALIST</u>
2949H	14		~~SENIOR LAKE LIFEGUARD,PARKS & REC~~ <u>LAKE LIFEGUARD SPECIALIST</u>
2950A	5		~~SUPVG LAKE LIFEGUARD,PARKS & REC~~ <u>CAPTAIN,LAKE LIFEGUARD SERVICES</u>

SECTION 57. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1251H	~~206~~	<u>178</u>	CASHIER-CLERK
0352A	~~154~~	<u>152</u>	GROUPS MAINTENANCE WORKER I
2948H	~~227~~	<u>191</u>	LAKE LIFEGUARD,PARKS & RECREATION
8737F	~~213~~	<u>178</u>	LOCKER ROOM ATTENDANT
9333F	~~302~~	<u>171</u>	PARK AIDE,NC
2964H	~~564~~	<u>561</u>	POOL LIFEGUARD
2966A	~~44~~	<u>18</u>	POOL MANAGER
2966H	~~98~~	<u>54</u>	POOL MANAGER
8796H	~~1024~~	<u>890</u>	RECREATION SERVICES LEADER
8796N	~~17~~	<u>18</u>	RECREATION SERVICES LEADER
8800N	~~4~~	<u>2</u>	RECREATION SERVICES MANAGER
2949H	~~44~~	<u>10</u>	LAKE LIFEGUARD SPECIALIST
2965H	~~79~~	<u>62</u>	SENIOR POOL LIFEGUARD

SECTION 58. Section 6.100.010 (Probation Department – Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8607A	~~28~~	<u>27</u>	DEPUTY PROBATION OFFICER II,FIELD

7613A	4	<u>3</u>	INTERMEDIATE SEWING WORKER
6832A	12	<u>11</u>	LAUNDRY WORKER
6836A	2	<u>1</u>	SENIOR LAUNDRY WORKER

SECTION 59. Section 6.100.015 (Probation Department – Special Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8607A	~~332~~ <u>301</u>	DEPUTY PROBATION OFFICER II, FIELD
8609A	3 <u>2</u>	DEP PROB OFF II (RES TREAT/DET SVCS)
8610A	~~64~~ <u>58</u>	SUPVG DEPUTY PROBATION OFFICER

SECTION 60. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8608A	~~350~~ <u>320</u>	DEP PROB OFF I (RES TREAT/DET SVCS)
8609A	~~235~~ <u>225</u>	DEP PROB OFF II (RES TREAT/DET SVCS)
8655A	~~518~~ <u>446</u>	DETENTION SERVICES OFFICER
8618A	~~346~~ <u>325</u>	GROUP SUPERVISOR, NIGHTS, PROBATION
2214A	34 <u>33</u>	INTERMEDIATE TYPIST-CLERK
6022A	8 <u>7</u>	LIGHT VEHICLE DRIVER
8657A	~~127~~ <u>119</u>	SENIOR DETENTION SERVICES OFFICER

8610A	~~88~~	<u>86</u>	SUPVG DEPUTY PROBATION OFFICER
8659A	~~67~~	<u>59</u>	SUPVG DETENTION SERVICES OFFICER
2201A	~~45~~	<u>14</u>	TRANSCRIBER TYPIST

SECTION 61. Section 6.100.018 (Probation Department – Field Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE	
8607A	~~927~~	<u>882</u>	DEPUTY PROBATION OFFICER II, FIELD
1179A	~~46~~	<u>15</u>	HEAD CLERK
2214A	~~266~~	<u>251</u>	INTERMEDIATE TYPIST-CLERK
8620A	~~35~~	<u>34</u>	PROBATION DIRECTOR
2095A	~~8~~	<u>7</u>	SECRETARY II
2216A	~~54~~	<u>49</u>	SENIOR TYPIST-CLERK
8610A	~~132~~	<u>129</u>	SUPVG DEPUTY PROBATION OFFICER
2219A	~~39~~	<u>38</u>	SUPERVISING TYPIST-CLERK

SECTION 62. Section 6.102.010 (Justice, Care and Opportunities Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE	
1003A	~~6~~	<u>7</u>	ADMINISTRATIVE SERVICES MANAGER II
3061A	~~34~~	<u>32</u>	JUSTICE PROGRAM SR ANALYST

SECTION 63. Section 6.104.010 (Public Defender – Administration) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2329A	4	WAREHOUSE WORKER AID

SECTION 64. Section 6.104.010 (Public Defender – Administration) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9246A</u>	<u>34</u>	<u>DEPUTY PUBLIC DEFENDER I</u>

SECTION 65. Section 6.104.010 (Public Defender – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9248A	~~204~~ <u>152</u>	DEPUTY PUBLIC DEFENDER II
9251N	24 <u>16</u>	DEPUTY PUBLIC DEFENDER III
9252N	6 <u>11</u>	DEPUTY PUBLIC DEFENDER IV
9253N	3 <u>2</u>	HEAD DEPUTY PUBLIC DEFENDER
2901A	65 <u>64</u>	INVESTIGATOR II,PD
2161A	88 <u>86</u>	LEGAL OFFICE SUPPORT ASSISTANT II
2161N	6 <u>3</u>	LEGAL OFFICE SUPPORT ASSISTANT II
1848N	2 <u>1</u>	MANAGEMENT ANALYST

9232N	~~13~~	<u>15</u>	PARALEGAL
9243F	~~12~~	<u>7</u>	SENIOR LAW CLERK
9233N	~~15~~	<u>11</u>	SENIOR PARALEGAL
2219A	~~3~~	<u>2</u>	SUPERVISING TYPIST-CLERK

SECTION 66. Section 6.104.011 (Public Defender – Indigent Defense Counsel Office) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2161A	~~5~~ <u>4</u>	LEGAL OFFICE SUPPORT ASSISTANT II

SECTION 67. Section 6.106.010 (LA County Library) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8334A	~~158~~ <u>159</u>	LIBRARIAN I
8336A	~~43~~ <u>44</u>	LIBRARIAN III
8326A	~~163~~ <u>164</u>	LIBRARY ASSISTANT I
9325F	~~470~~ <u>396</u>	LIBRARY PAGE,NC

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ECTION 68. Section 6.108.010 (Department of Public Social Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~1182N~~	~~4~~	~~CHIEF CLERK~~

SECTION 69. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	~~42~~ <u>9</u>	ACCOUNT CLERK II
0642A	~~24~~ <u>18</u>	ACCOUNTING TECHNICIAN I
1003A	~~50~~ <u>51</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	~~27~~ <u>26</u>	ADMINISTRATIVE SERVICES MANAGER III
9008A	~~444~~ <u>121</u>	APPEALS HEARING SPECIALIST
9181A	~~4409~~ <u>1102</u>	ELIGIBILITY SUPERVISOR
9179A	~~7196~~ <u>7135</u>	ELIGIBILITY WORKER II
2214A	~~4782~~ <u>1768</u>	INTERMEDIATE TYPIST-CLERK
1140A	~~264~~ <u>273</u>	SENIOR CLERK
9011A	~~24~~ <u>23</u>	SUPVG APPEALS HEARING SPECIALIST

SECTION 70. Section 6.109.010 (Department of Public Works) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1038A	1	~~ASSISTANT CHIEF, FISCAL DIVISION, PW~~ <u>ASSISTANT CHIEF, FINANCIAL OPERATIONS, PW</u>

SECTION 71. Section 6.109.010 (Department of Public Works) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1763A</u>	<u>1</u>	<u>DATA SCIENTIST</u>
<u>1765A</u>	<u>1</u>	<u>DATA SCIENTIST SUPERVISOR</u>
<u>4587A</u>	<u>1</u>	<u>LEGISLATIVE ANALYST</u>
<u>4447A</u>	<u>3</u>	<u>SENIOR TRANSPORTATION PLANNER</u>
<u>4448A</u>	<u>1</u>	<u>SUPERVISING TRANSPORTATION PLANNER</u>

SECTION 72. Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
3435A	449 <u>150</u>	CIVIL ENGINEER
2569A	7 <u>8</u>	INFORMATION TECHNOLOGY SPECIALIST I
0892A	4 <u>6</u>	MANAGEMENT SPECIALIST I, PW
1764A	4 <u>3</u>	SENIOR DATA SCIENTIST

SECTION 73. Section 6.112.010 (Department of Regional Planning) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8250M	4	CAREER DEVELOPMENT INTERN
2115A	4	SENIOR MANAGEMENT SECRETARY II

SECTION 74. Section 6.112.010 (Department of Regional Planning) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1120A</u>	<u>1</u>	<u>EXECUTIVE ASSISTANT</u>

SECTION 75. Section 6.114.010 (Registrar–Recorder/County Clerk) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9304H	~~934~~ <u>931</u>	CLERK,NC
9312H	~~534~~ <u>531</u>	ELECTION ASSISTANT I,NC
4413A	4 <u>3</u>	GEOGRAPHIC INFO SYSTEMS ANALYST
1138A	~~425~~ <u>122</u>	INTERMEDIATE CLERK
2214A	~~249~~ <u>248</u>	INTERMEDIATE TYPIST-CLERK
2343A	2 <u>1</u>	PROCUREMENT AID
1174A	~~28~~ <u>27</u>	SUPERVISING CLERK

2331A 3 2 WAREHOUSE WORKER I

SECTION 76. Section 6.120.010 (Sheriff – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	~~118~~ <u>144</u>	DEPUTY SHERIFF
2214A	~~39~~ <u>37</u>	INTERMEDIATE TYPIST-CLERK
2719A	~~30~~ <u>31</u>	LIEUTENANT
1229A	~~33~~ <u>38</u>	OPERATIONS ASSISTANT II, SHERIFF
1230A	~~45~~ <u>46</u>	OPERATIONS ASSISTANT III, SHERIFF
2717A	~~74~~ <u>77</u>	SERGEANT

SECTION 77. Section 6.120.011 (Sheriff – Court Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	~~1379~~ <u>1375</u>	DEPUTY SHERIFF
2214A	~~9~~ <u>8</u>	INTERMEDIATE TYPIST-CLERK

SECTION 78. Section 6.120.012 (Sheriff – Custody) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2749N	~~40~~ <u>44</u>	CUSTODY ASSISTANT, SHERIFF
2214A	~~29~~ <u>27</u>	INTERMEDIATE TYPIST-CLERK

SECTION 79. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	~~594~~ <u>592</u>	DEPUTY SHERIFF

SECTION 80. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1002N</u>	<u>2</u>	<u>ADMINISTRATIVE SERVICES MANAGER I</u>
<u>4112N</u>	<u>1</u>	<u>DEPARTMENTAL FACILITIES PLANNER II</u>
<u>2565N</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY MANAGER I</u>

SECTION 81. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4341A	4	<u>5</u>	CRIME LABORATORY ASST DIR,SHERIFF
2708A	~~228~~	<u>214</u>	DEPUTY SHERIFF
2546N	4	<u>2</u>	IT TECHNICAL SUPPORT ANALYST II
1138A	8	<u>7</u>	INTERMEDIATE CLERK
2214A	~~35~~	<u>33</u>	INTERMEDIATE TYPIST-CLERK
7077A	8	<u>7</u>	PHOTOGRAPHER II
2594N	4	<u>2</u>	PRINCIPAL INFO SYSTEMS ANALYST
2593N	42	<u>13</u>	SENIOR INFORMATION SYSTEMS ANALYST
2717A	~~422~~	<u>121</u>	SERGEANT
2717N	~~3~~	<u>2</u>	SERGEANT

SECTION 82. Section 6.120.016 (Sheriff – County Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2214A	2		INTERMEDIATE TYPIST-CLERK

SECTION 83. Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2708A	~~286~~	<u>255</u>	DEPUTY SHERIFF
1229A	~~8~~	<u>7</u>	OPERATIONS ASSISTANT II, SHERIFF
2828A	~~284~~	<u>236</u>	SECURITY OFFICER, SHERIFF
2717A	~~90~~	<u>80</u>	SERGEANT

SECTION 84. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2708A	~~3646~~	<u>3641</u>	DEPUTY SHERIFF
2214A	~~44~~	<u>13</u>	INTERMEDIATE TYPIST-CLERK
2719A	~~473~~	<u>172</u>	LIEUTENANT
1228A	~~49~~	<u>18</u>	OPERATIONS ASSISTANT I, SHERIFF
2717A	~~628~~	<u>627</u>	SERGEANT

SECTION 85. Section 6.123.010 (Department of Youth Development) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	~~7~~	<u>8</u>	ADMINISTRATIVE SERVICES MANAGER I

SECTION 86. Section 6.126.010 (Treasurer and Tax Collector – Operating) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0577A	~~29~~	<u>27</u>	ACCOUNT CLERK I
0578A	~~24~~	<u>16</u>	ACCOUNT CLERK II
0642A	~~19~~	<u>18</u>	ACCOUNTING TECHNICIAN I
0888A	~~3~~	<u>2</u>	ADMINISTRATIVE ASSISTANT II
1842A	~~3~~	<u>2</u>	DEPARTMENTAL PERSONNEL ASSISTANT
2294A	~~5~~	<u>4</u>	ESTATE PROPERTY CUSTODIAN
1479A	~~6~~	<u>5</u>	PUBLIC ADMINISTRATOR ASSISTANT
2095A	~~2~~	<u>1</u>	SECRETARY II
2216A	~~3~~	<u>2</u>	SENIOR TYPIST-CLERK
1541A	~~5~~	<u>4</u>	SUPVG DELINQUENT ACCOUNT INVES
1366A	~~29~~	<u>25</u>	TAX SERVICES CLERK I
1367A	~~64~~	<u>62</u>	TAX SERVICES CLERK II

SECTION 87. Pursuant to Government Code section 25123(f), this ordinance shall take effect immediately upon final passage.

[FY25-26SUPPBUDGASCEO]

Draft Class Specification

CLASS TITLE:

Justice Program Partner

SALARY LEVEL

\$4,832 - - \$6,167.74 Monthly

DEFINITION NEW CLASS:

Participates in outreach, program planning and collaboration / development activities with the intention of improving client outcomes. Incumbents may also work directly with clients or family members by conducting interviews documenting encounters, corresponding, and working with clients to accept services on their road to self-sufficiency.

CLASSIFICATION STANDARDS:

This is an entry-level class in the Justice Program Analyst Series. Positions allocable to this classification receive general supervision while independently carrying out moderately complex but routine tasks that may include interviewing clients to determine their need(s), linking them to a service provider and documenting outcomes. Tasks may also include outreach activities, coordinating with other departments or community resources with the hope of strengthening or forming treatment partnerships or address reoccurring issues. Recommendations made have broader implications and an impact on higher-level decisions.

Positions allocable to this classification receive general supervision while independently helping to form departmental & community partnerships, help clients realize / understand the obstacles within their life and work with them to make the critical choice of requesting help. Recommendations at

this level includes the most appropriate course of action from a set of alternatives and feed into community or departmental operations.

Incumbents work as part of a service identification, coordination, training, referral, or evaluation team to develop community resources, assist families, assess clients, coordinate with clients to determine needs and link willing clients to applicable services within their community.

Incumbents assist in areas of program refinement, service development / coordination, client assistance, client evaluation, client advocacy, and service coordination to ensure the Departments strategic goals, priorities and policies are accomplished.

Assignments may require the use of discretion and care in the handling of confidential and sensitive information used to support client recommendations, as well as professionalism and tact in interacting with internal and external higher-level personnel, management, contractors and civilians in the planning and coordination of work efforts.

Assignments require incumbents to utilize communication, analytical and technical skills and abilities while drawing upon knowledge acquired through specialized experience, training, and or education while liaising with the Court, contractors, and clients.

Positions allocated typically report to and receive supervision from a Justice Program Senior Analyst or higher.

EXAMPLES OF DUTIES:

- Interviews clients to build rapport, obtain information regarding needs, answer questions, complete forms, seek client acceptance to receiving help and, if applicable, identify / link clients to an established case manager / community partner in their area to begin the process of preparing and implementing a collaborative / restorative case plan.
- Help process client referrals by ensuring a warm handoff to a provider operating near the client and following up with the parties to encourage program participation.
- Document client interactions, prepare correspondence, advocate for clients seeking assistance and perform follow-up activities per departmental policies and procedures.
- Help educate, guide, and remind clients of upcoming court appearances with the goal of reducing failure to appears, warrants and law enforcement contacts.
- Manage a caseload of daily incoming / outgoing calls or community service events centered on developing services, assisting callers or other outreach activities.
- Serve as an advocate for client / patient access to County and community resources by following-up with providers to help ensure a successful client transition.
- Liaisons with local partners (health care programs, service providers, schools, Courts and other agencies) to help ensure coordinated care plans are developed.

- Organize / perform community outreach activities, coordinate with governmental partners and /or engage clients to build rapport, identify needs and provide resources or linkages.
- Develop partnerships with diverse community and peer support groups to identify community / governmental resources that can be used to develop solutions to a range of societal challenges.
- Help to facilitate relations between departments, programs, the community, and clients by breaking down barriers and fostering cooperation and working in partnerships to develop and implement solutions to societal challenges.
- Collects, prepares, and compiles information by grouping and / or categorizing relevant data in meaningful ways to facilitate later analysis.
- Organize, prepare, and maintain material needed for presentations, outreach activities and community events.
- Document, research, and problem solve issues with community groups, clients, client families, departmental / Court representatives for further analysis.

REQUIREMENTS

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Option I - Completion of 60 semester units, or 90 quarter units AND one year of casework experience interviewing, counseling, and assisting patients/clients in a human services setting.

OPTION II - High school diploma or proccession of a recognized equivalent (e.g., GED) AND two (2) years of customer service experience in an environment such as a call center, public service agency, healthcare facility, or similar setting. Experience must include familiarity with social services, community resources, and/or public assistance programs.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation to carry out job-related essential functions.

PHYSICAL CLASS:

2 - Light.

SPECIALTY REQUIREMENT:

Lived Experience: Personal life experience including contact with the justice system, those that have experienced homelessness or were former wards of a child welfare system that improves the County's ability to support populations and communities that have historically been left out of decisions about services and policies that impact them.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/17/2025	
BOARD MEETING DATE	1/6/2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Executive Office of the Board of Supervisors	
SUBJECT	GRTF Proposed Recommendations for Departments to Present Their Budget Requests in a Public Board Meeting (Item No. 19, Agenda November 26, 2024).	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	FY 2026-27 Budget Cycle	
COST & FUNDING	Total cost: \$ N/A	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Proposed GRTF Recommendations	
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 5, 2024, Los Angeles County voters approved Charter Amendment Measure G. The Governance Reform Taskforce (GRTF), created under Measure G, is charged with implementing the amendment, conducting robust community and stakeholder outreach, and advising the Board on matters related to the governance transition. Among the provisions, Section 25-2/3 of the Charter Amendment requires each County department head to present their requested budget at a public Board meeting prior to adoption of the annual County budget. The GRTF established a Public Budget Hearing Ad Hoc Subcommittee to review the process, examine best practices, conduct outreach, and develop recommendations for improving the process.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: The recommended actions support North Star 3: Realize tomorrow's government today, Strategy G - Internal Controls and Processes, of the County's Strategic Plan.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shadi Kardan, Assistant Executive Officer (213) 974-4100 S.Kardan@bos.lacounty.gov

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

EDWARD YEN
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
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MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

January 6, 2025

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

Dear Supervisors:

**RECEIPT OF THE PUBLIC DEPARTMENTAL BUDGET PRESENTATION PROCESS
AS RECOMMENDED BY THE GOVERNANCE REFORM TASK FORCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Executive Office of the Board of Supervisors (EO) is requesting the Board of Supervisors (Board) receive the Government Reform Task Force's (GRTF) recommendations developed in response to Board order No. 19 of November 26, 2024, to establish a process for departments to present their budget requests in a public Board meeting, including schedules that comply with state law, starting with FY 2026–27.

The EO also requests the Board direct the Chief Executive Officer (CEO), in collaboration with the EO, to implement the GRTF recommendations that can be feasibly carried out within existing authority and within the timelines required under state law and the Los Angeles County Code for the FY 2026–27 budget cycle. EO further requests the Board direct the CEO, in collaboration with EO, to report back with an analysis regarding implementation of the GRTF's recommendations for consideration as part of longer-term process improvements for future fiscal years.

IT IS RECOMMENDED THAT THE BOARD:

1. Receive the GRTF recommendations to be implemented beginning with the FY 2026-27 budget cycle within existing authority and in accordance with timelines established under state law and the Los Angeles County Code. The GRTF recommendations include structured scheduling, transparency and access, improved presentation format, performance evaluations, public engagement strategies, and long-term process considerations, are set forth in detail in the GRTF reports on Public Budget Presentations (Attachment 1).

2. Direct the CEO, in collaboration with the EO, to take all necessary actions to implement the GRTF recommendations that can be feasibly carried out for the FY 2026-27 budget cycle and to report back in 180 days with an analysis of implementing the GRTF recommendations in future budget cycles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to fulfill Board order No. 19 of November 26, 2024, which tasks the GRTF with proposing a process for public departmental budget presentations beginning in FY 2026–27.

By implementing the recommended actions, the Board ensures that:

- The FY 2026–27 budget cycle will include a transparent, structured public budget hearing process for departments enabling a more meaningful public oversight and engagement in County budgeting decisions.
- The implementation aligns with the voter-approved Measure G Charter Amendment, which mandates public budget presentations and broader governance reforms.
- The County institutionalizes greater transparency and accountability in fiscal decision-making, strengthening public trust and supporting equitable, community-responsive resource allocation in alignment with the core governance reform goals of Measure G.

The GRTF recommendations are set forth in detail in the GRTF report on Public Budget Presentations (Attachment 1).

CEO will consult with departments and relevant stakeholders, including the GRTF, as necessary while implementing the recommended actions.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support North Star 3: Realize tomorrow's government today, Strategy G - Internal Controls and Processes, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Implementation of the GRTF recommendations for FY 2026–27 public budget presentations using existing authority is expected to have no fiscal impact beyond normal budget-process operations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Board order No. 19 of November 26, 2024, directed the EO, in consultation with County Counsel, to establish the GRTF, develop a draft scope of work, and ensure the Task Force is empowered to make recommendations on governance reforms, including a proposed process for public budget hearings beginning in FY 2026–27.

IMPACT ON CURRENT SERVICES OR PROJECTS

Implementation of the GRTF's recommendations to the extent feasible for the FY 2026–27 public budget presentations is designed to enhance current public departmental budget presentations. Departments will continue to prepare and submit budgets on schedule, while the new public budget presentation process increases transparency, accountability, and public engagement without delaying internal workflow.

CONCLUSION

Upon the Board's receipt, the Executive Officer, Board of Supervisors, is requesting to return one received stamped Board Letter to the GRTF.

Respectfully submitted,

Edward Yen
Executive Officer, Board of Supervisors

EY:SH:SK:js

Enclosures

c: Chief Executive Officer
County Counsel



Los Angeles County Governance Reform Task Force

KENNETH HAHN HALL OF ADMINISTRATION
500 W Temple Street, ROOM 383, LOS ANGELES, CA 90012



December 10, 2025

TO: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Los Angeles County Governance Reform Task Force

**SUBJECT: GOVERNANCE REFORM TASK FORCE PROPOSED
RECOMMENDATIONS FOR DEPARTMENTS TO PRESENT THEIR
BUDGET REQUESTS IN A PUBLIC BOARD MEETING, INCLUDING
SCHEDULES THAT COMPLY WITH STATE LAW, STARTING WITH
THE FY 2026-27 BUDGET (ITEM NO. 19, AGENDA OF NOVEMBER
26, 2024).**

EXECUTIVE SUMMARY

On November 5, 2024, Los Angeles County voters approved Charter Amendment Measure G. The Governance Reform Taskforce (GRTF), created under Measure G, is charged with implementing the amendment, conducting robust community and stakeholder outreach, and advising the Board on matters related to the governance transition.

Among the provisions, Section 25-2/3 of the Charter Amendment requires each County department head to present their requested budget at a public Board meeting prior to adoption of the annual County budget. The GRTF established a Public Budget Hearing Ad Hoc Subcommittee to review the process, examine best practices, conduct outreach, and develop recommendations for improving the process.

The subcommittee reviewed all public budget presentations delivered by department heads during a series of special Board meetings held in February and early March 2025 and met with representatives from the Chief Executive Office (CEO) to discuss their interim implementation process. With staff support, the subcommittee also conducted an internal county survey, which included 45 respondents across 38 County

departments, to gather input from departments on their experience and issued a publicly accessible survey with 1,853 participants to assess whether the public watched and understood the presentations and to assess whether the interim process developed by the CEO's office improved transparency and comprehension of County budget requests. According to the public survey a slim majority believe the presentations increased transparency at least somewhat; but one-third saw no change, and approximately 1 in 10 felt transparency decreased. This ambivalence indicates that Year One delivered partial progress toward Measure G's transparency goals but fell short of transformative impact.

On December 10, 2025, during its regular meeting, the GRTF Public Budget Presentations Ad Hoc Subcommittee presented its recommendations to the full task force for consideration and vote. Twelve of the thirteen task force members were in attendance, and after review and discussion, they unanimously approved all proposed recommendations. The GRTF offers these recommendations to build upon the progress made in Year 1 and will continue to observe and monitor the next two fiscal years to evaluate impact. The Board of Supervisors and the future Charter Review Commission should continue to monitor in subsequent years. These recommendations are advisory and intended to support implementation of Measure G; they do not modify or expand statutory requirements under the Charter.

RECOMMENDATIONS FOR IMPROVEMENT

Following a review of relevant documents, analysis of internal and public survey results, review and evaluation of all departmental public budget presentations from special Board meetings held in February and March 2025, and consultation with CEO on the interim process, the GRTF makes the following recommendations:

Structured and Consistent Scheduling

- **Cluster-Based Presentation Model:** Group departmental budget presentations according to their program clusters (e.g., Public Safety, Health, Community Services) to provide thematic continuity and improve public understanding.
- **Fixed Annual Presentation Window:** Establish a predictable, recurring timeframe, including the designation of February as the annual month for Public Budget Presentations to support consistent planning for departments, stakeholders, and the public.
- **Efficient Public Comment & Q&A Management:** Develop clear procedures for public comment and Board member Q&A that maintain transparency while keeping presentations timely and manageable.

Transparency and Public Access to Materials

- **Advance Posting of Materials:** Require all departmental presentations and supporting materials to be posted on a central CEO Budget webpage at least five days before Public Budget Presentations.
- **Centralized Information Hub:** Create a single, easy-to-find online location for all budget-related presentations, reports, and schedules to prevent confusion and improve accessibility.
- **Budget Notification System:** Add a budget-specific GovDelivery subscription option to provide automatic alerts regarding new postings, meeting dates, presentation schedules, and opportunities for public input.

Accessible Presentation Materials

- **Simplified Presentation Format:** Redesign or refine the standardized presentation template to focus on high-level summaries while shifting detailed financial data, unmet needs, and technical documentation to separate supplemental reports.
- **ADA & Language Access:** Ensure all presentations, summaries, videos, and posted materials meet ADA requirements and are accessible across multiple languages and abilities.

Performance Evaluation

- **Performance & Goals Integration:** Require each departmental presentation to include a summary of performance outcomes, progress toward goals for the previous year, and proposed measurable metrics for the coming year.
- **Each department should undertake a stakeholder engagement process** that incorporates input from service end users, other external stakeholders, department leadership, and rank-and-file employees who carry out daily operations as they relate to the County Strategic Plan and Priorities.

Public Education & Engagement

- **“What to Expect” Video Guide:** Produce and post a clear, plain-language video on the CEO Budget website that explains the budget process, how to engage, and what occurs during Public Budget Presentations.
- **Expanded Educational Resources:** Develop additional short video explainers or infographics to help the public understand County budget fundamentals before attending presentations.
- **Post-Presentation Surveys:** Conduct surveys of both departments and community participants after each annual cycle to collect feedback and inform continuous improvement.

Long-Term Process Considerations

- **Assess Structural Reform Needs:** Evaluate broader structural changes to the County's overall budget development process including but not limited to budgetary best practices, alternative budget cycles, participatory budgeting, anticipation of changes for the FY 2029-2030 budget cycle with the formation of an executive branch, also mandated under Measure G.
- **Develop Guidance for Future Budget Director:** Consider processes and mechanisms to support the future Budget Director to work collaboratively with the Board, Department Heads, and the future County Executive in designing and implementing a stakeholder outreach process to ensure stakeholder voices are systematically integrated into budget development and presentation.
- **Phased Improvement Plan:** Acknowledge that while there is substantial work ahead, this set of recommendations is achievable for the 2026 cycle, with additional refinements and long-term improvements to follow in future cycles.

The subcommittee will continue to observe and monitor the process for the next two fiscal years to evaluate impact and offer additional feedback. The Board of Supervisors and the future Charter Review Commission should continue to monitor in subsequent years.

INTRODUCTION

According to the Government Finance Officers Association (GFOA), transparency in budgeting is crucial for building citizen trust, fostering accountability, improving governance and leading to better financial management and outcomes. Transparency in the budget process helps governments make smarter, more effective financial decisions by providing accessible information for informed public engagement and oversight. An overwhelming 92.2% of respondents to our public survey of external stakeholders deem accessible budget information “very” or “extremely important.” This is a clear mandate from the public that transparency is not optional – it is central to trust and accountability and aligns with nationally recognized best practices.

The Governance Reform Taskforce recognizes transparency as the core purpose of Section 25-2/3 of the Measure G Charter Amendment. Approved by voters on November 5, 2024, Measure G requires significant changes to the County's governance structure, including the establishment of the GRTF.

BACKGROUND: INTERIM PROCESS FOR PUBLIC DEPARTMENTAL BUDGET HEARINGS

Immediately following the passage of Measure G, the CEO faced a new and unexpected mandate to hold public budget presentations. Because the County had already issued its budget instructions in mid-November, the CEO had to design a

completely new public-facing process that would run in parallel with, but not disrupt, the internal budget review schedule. After considering several options, the CEO selected February for the presentations since it was late enough that departments could complete and submit their requests, but still early enough that the Board's input could shape the recommendations being developed in March.

To maintain clarity and ensure consistency across all departments, the CEO issued a standardized three-slide template and communicated specific expectations regarding presentation length. The guidance instructed departments to focus on priority issues, key initiatives, significant risks, and any fire related issues requiring immediate attention.¹ Departments were also encouraged to bring all relevant data and information to the presentation so they could respond to Board questions without requiring supplemental reports.

The interim cycle brought forward a number of logistical hurdles. One of the most complex tasks was arranging approximately 38 departmental presentations within the existing Tuesday meeting schedule. This involved extensive coordination with the Board Chair's office and required ongoing adjustments due to competing scheduling demands. The slide template, while helpful for standardization, proved visually dense when viewed on the non-HD broadcast feed, making it difficult for members of the public to follow along. The CEO also dedicated time in their regular budget meetings with departments to help them prepare for their public presentations.

The CEO also noted that the overall process was constrained by state-mandated deadlines, the compressed January-through-March review window, staggered departmental submissions, and the unpredictability of both public comment and Board Q&A.

In Los Angeles County, the Board of Supervisors traditionally approves the recommended budget in April, conducts a public hearing on the budget in May, and adopts the budget in June prior to the start of the fiscal year to ensure complete spending authority is in place on July 1. The County then makes revisions to the adopted budget throughout the fiscal year, including a supplemental budget, also called the Final Adopted Budget, in September/October and two mid-year adjustments².

¹ In January 2025, two fires in Los Angeles County burned over 37,000 acres, including structures in both rural and urbanized areas, causing the county to face \$2 billion in recovery costs, straining its budget
Rebecca Ellis, *L.A. County Faces \$2 Billion in Fire Recovery Cost Straining Budget*, Los Angeles Times, April 14, 2025, <https://www.latimes.com/article/la-county-faces-2-billion-in-fire-recovery-cost-straining-budget>.

² The County Budget Act (Gov't Code §§ 29000–29144) establishes the statutory framework governing how California counties must prepare, publish, review, and adopt their annual budgets. The Act defines the “budget year” as the fiscal year (July 1 through June 30) for which the budget is being prepared (Gov't Code § 29001(e)); the “recommended budget” as the preliminary budget prepared and submitted by the county administrative officer

To provide context for this timeline, the CEO provided the GRTF with a chart outlining the budget calendar in terms of State law, County Code, and the dates used for the 23-24 through 25-26 budget processes which details the key procedural steps and statutory deadlines followed by the County of Los Angeles in the development and adoption of its final budget (*see Appendix A*).

GRTF REVIEW AND ANALYSIS

From September through December 2025, the Public Budget Hearing Ad Hoc Subcommittee of the GRTF conducted a comprehensive review of the interim public budget hearing process. This review included examining the public budget presentations and materials delivered by department heads during the special Board meetings held in February and early March 2025, meeting with representatives from the CEO's office to understand the interim implementation approach and collecting feedback through both internal and external surveys.

The interim process review provided the GRTF with essential factual and operational insight into how Measure G's new budget requirements functioned during their first year of implementation. However, logistical assessment alone could not determine whether the interim approach meaningfully advanced the measure's central goals: transparency, public engagement, and departmental readiness. For this reason, the GRTF relied on two complementary survey instruments: one internal and one public-facing. This approach provided a comprehensive understanding of the interim process from both those responsible for delivering information and those intended to receive it. This feedback was critical to refining the process for Year 2, strengthening alignment with Measure G's transparency and accountability goals, and improving public accessibility and trust.

INTERNAL SURVEY

With staff support, the subcommittee designed and administered an internal survey that received responses from 45 individuals representing 38 County departments, capturing departmental experiences with preparing for and delivering public budget presentations. Conducting an internal survey allowed the GRTF to capture the experiences of those directly responsible for preparing and delivering the presentations, identify systemic challenges and points of strain, and gather practical recommendations from practitioners themselves.

To encourage candid feedback, we did not require respondents to identify their department, so we cannot definitively confirm that all 38 departments submitted a

(Gov't Code § 29001(j) and 29061(c); the "adopted budget" as the budget approved by the Board of Supervisors after public hearings (Gov't Code §§ 29001(b), 29080 - 29093); and the "final budget" as the adopted budget adjusted by all revisions throughout the fiscal year as of June 30 (Gov't Code §§ 29001(g), 29120–29130).

survey. However, the number of responses received, along with the fact that those departments with multiple staff respondents did identify their department, suggests that the remaining anonymous responses likely came from other departments. This indicates that nearly all departments participated (***see attached Appendix B: Internal Budget Survey Results***).

We reviewed the internal survey results. The objective of this analysis is to evaluate Year 1 of the new public presentation mandate by assessing:

- How departments experienced Year 1 of the new public presentation mandate
- Where gaps and opportunities exist in the current process
- What practical improvements departments themselves recommend for the 2026-27 Budget Year (Year 2)

In terms of context, Year 1 was implemented on a compressed and unanticipated timeline. The CEO's Office had to pivot in early December, overlaying a new public hearing format on top of the existing budget process and compressing scheduling, preparation, and public broadcast logistics. The standardized template helped maintain consistency but was not easily readable to the public on television or online viewing, and public engagement was lower than hoped, with most feedback focused on the unreadable slides rather than the substance of the process.

Across the survey:

- **Leadership involvement was high.** About two-thirds of respondents were "very involved" in planning/delivering their presentation, and over one-third were department heads.
- **The template and direct CEO analyst support were the most valued tools** for getting presentations ready under tight timelines.
- **Time constraints were overwhelming.** Over 90% identified time constraints as a challenge, and open-text responses repeatedly flagged late notice, shifting instructions, and compressed prep time.
- **Transparency goals were partially met but not fully realized.** Most respondents felt presentations were at least "somewhat effective" at increasing transparency, but few said they were "very effective," and nearly 9 in 10 reported receiving *no* direct public feedback.
- **Departments want more stable, flexible, and publicly readable formats** and more lead time, along with clearer expectations about how the presentations tie to final funding decisions and Measure G's statutory intent.

Overall, the survey suggests that Year 1 successfully launched a new public-facing practice aligned with Measure G's transparency and accountability goals, but under

significant operational strain. Departments see value in the concept and support of continuing it; strongly signaling that timing, template design, public readability, and community voice mechanisms need improvement for Year 2.

PUBLIC SURVEY OF EXTERNAL STAKEHOLDERS

To ensure a comprehensive assessment of LA County's interim public budget presentations under Measure G, it was necessary to pair the internal department survey with a community-wide public survey. Best-practice frameworks in participatory budgeting and government transparency consistently emphasize the importance of collecting feedback from both internal stakeholders, who understand operational processes, and community members, who experience public engagement efforts firsthand.

Accordingly, this report incorporates results from a countywide SurveyMonkey questionnaire completed by 1,853 participants during Year 1. When combined with the already completed internal survey, these public survey findings provide a dual-lens evaluation; one that captures how departments implemented the inaugural public hearing process and how residents perceived its accessibility, clarity, and usefulness. Together, these perspectives form a more complete evidence base for improving Measure G implementation in the 2026–27 Budget Year (Year 2) and beyond (***see attached Appendix C: Public Budget Survey Results***).

Key takeaways:

1. Awareness and Reach Were Limited.

- Only 19.1% of respondents attended the presentations (2.9% in person, 16.2% online).
- A majority (55.2%) did not even know the presentations occurred; another 25.6% were aware but did not attend.

2. Transparency Improved, But Not Dramatically.

- 54.3% felt presentations increased transparency in budget decisions (“greatly” or “somewhat”), but 33.9% saw no change and 9.0% felt transparency decreased.
- Understanding of the budget process also improved somewhat, but one-third reported no change and 11–13% reported decreased understanding.

3. Community Voice Is Not Yet Visible.

- Only 44.8% felt community voices were reflected “very much” or “somewhat” in the process; 48.5% answered “not really” or “not at all.”
- Open-ended comments repeatedly describe one-way presentations, with limited opportunities to influence priorities or ask questions.

4. Presentations Were Generally Accessible, But Content Was Dense.

- For language clarity, 67.2% found presentations “very” or “mostly accessible.”
- Yet 40.4% cited length/complexity as a key barrier and 21.7% cited lack of awareness as a barrier to access.

5. The Public Wants Concrete, Local, Outcome-Focused Information.

- Top priorities for future content include:
 - How much funding each department receives (68.9%)
 - Outcomes from spending (66.1%)
 - Administration vs direct services (64.4%)
 - Plain-language visuals (64.9%)
 - How funding decisions are made (62.0%)
- Public safety/justice and health/human services budgets are of greatest interest (~72–73% each).

6. Strong Appetite for Continued Engagement.

- 89.5% of respondents say they would participate in future public budget discussions (“yes” or “maybe”).
- At the same time, only about 1 in 5 feel they understand the County budget “well” or “very well”; most describe their understanding as moderate or slight.

7. Results Align with Measure G’s Intent but Highlight Gaps.

- The survey affirms that public budget hearings are valued and seen as consistent with Measure G’s goals of transparency and community engagement.

- However, the Year 1 interim process, implemented quickly by the CEO's Office with a standardized template under tight Board scheduling, limited public readability and engagement.
- For Year 2, the public is calling for earlier notice, better outreach, clearer visuals, more time for questions, stronger community voice, and explicit attention to equity and local impacts.

These findings support the Board's directive that GRTF recommendations on public budget hearings must be grounded in actual practice and stakeholder input and must strengthen transparency, community engagement, and accountability under Measure G.

Together, these surveys serve as critical evidence-based tools that allow the GRTF to compare internal experience with public perception, identify gaps and areas of misalignment, and determine what improvements are most necessary for the FY 2026–27 budget cycle. This analysis forms the foundation for the recommendations that follow.

The following sections present the recommendations derived from our findings. For complete information on the findings of both surveys see Appendix B.

RECOMMENDATIONS

To advance Measure G's goals of greater transparency, stronger financial decision-making, and more informed public engagement and oversight, the GRTF offers recommendations to improve the public budget hearing process in five key areas: scheduling, transparency of materials, accessibility of materials, departmental performance evaluation, and public education and engagement.

RECOMMENDATION AREA 1: Structured and Consistent Scheduling

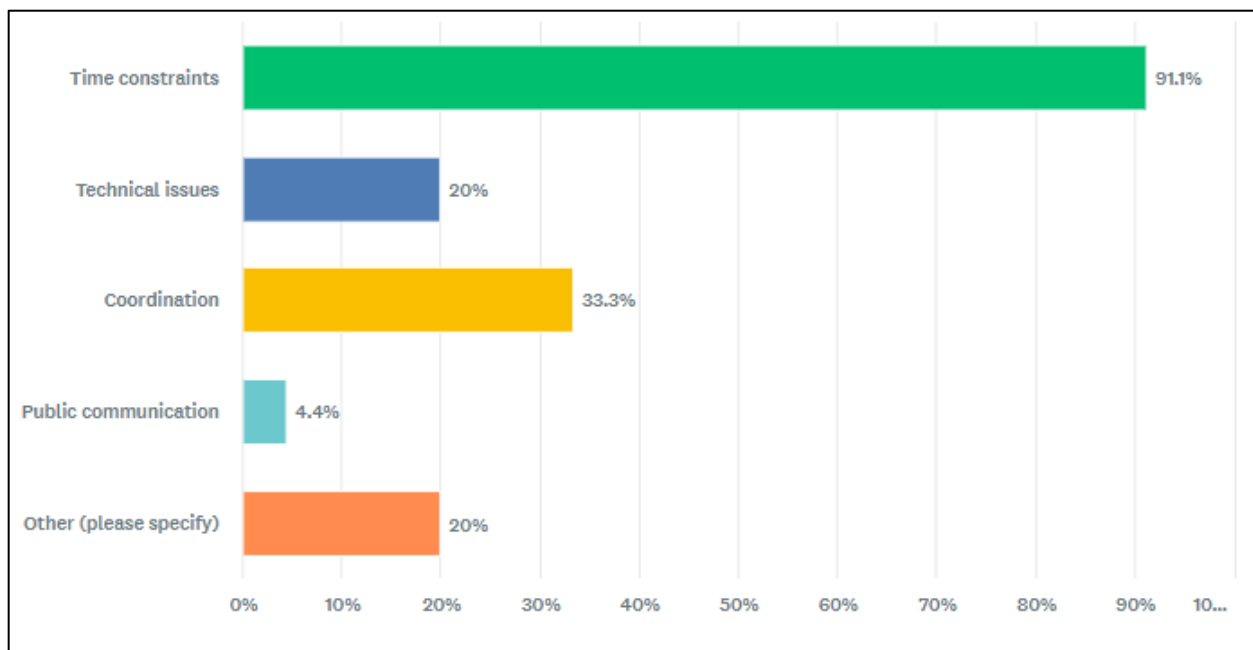
The results of the internal survey showed that department heads and senior staff were heavily involved in planning and delivering presentations. However, they repeatedly cited compressed timelines, shifting instructions, and limited preparation time as major barriers to doing the job in a way that fully matches Measure G's spirit of meaningful transparency and public understanding. When asked, "which of the following types of additional support or resources would have most improved your team's preparation?" 62% of respondents said clarity of instructions and 60% said timeliness of coordination.

Perhaps the most striking result of the internal survey was over nine in ten respondents (91.1%) cited time constraints as a challenge. Coordination and technical issues were significant but secondary. This aligns with the known Year 1 context: Year 1 was a sudden mandate layered onto an existing budget calendar, requiring the CEO to fit 39

department presentations into already packed Board agendas and forcing departments to prepare complex, public-facing presentations on a short timeline.

Graph 1: Challenges and barriers in planning

Question: “What were some of the challenges or barriers your team faced in planning and preparing your budget presentation? (Select all that apply)” (n=45)



Departments are essentially saying: “The supports we had were helpful, but we needed them earlier, clearer, and more stable.” Even though the template and support were valued in prior questions, respondents still identified clarity of instructions and timeliness as the top areas needing improvement.

Departments repeatedly requested more lead time and earlier release of final instructions and templates. Example sentiment: “I recommend allowing more time to prepare and offering clearer instructions,” often paired with concern about late changes to expectations.

Similarly, results from the public survey of external stakeholders found that awareness and direct participation were limited. Only 19.1% of respondents report attending in person or online, while over three-quarters (80.8%) did not attend, and a majority of all respondents were not aware that the presentations occurred at all. This aligns with Year 1 implementation challenges, where the CEO’s Office had to fit dozens of departmental presentations into a compressed Board calendar and public outreach was limited.

We offer the following recommendations to build a culture in which annually both departmental leadership and the public can anticipate when the hearings will happen. By building upon the cluster model, interested community members can engage in the budgets of greatest interest to them early in the process.

- **Cluster-Based Presentation Model:** Group departmental budget presentations according to their program clusters (e.g., Public Safety, Health, Community Services) to provide thematic continuity and improve public understanding.
- **Fixed Annual Presentation Window:** Establish a predictable, recurring timeframe such as designating February as the annual month for Public Budget Presentations to support consistent planning for departments, stakeholders, and the public.
- **Standardized Inclusion in Cluster Agendas:** Agendize each department's budget presentation materials for public comment at the appropriate Cluster meetings one week prior to public presentations (for public comment only, without discussion) to ensure transparency and early engagement.
- **Efficient Public Comment & Q&A Management:** Develop clear procedures for public comment and Board member Q&A that maintain transparency while keeping presentations timely and manageable.

RECOMMENDATION AREA 2: Transparency and Public Access to Materials

According to the public survey of external stakeholders, relatively few respondents believed the 2025 hearings greatly improved transparency. Among the relatively small group who did hear about the presentations, direct County communication (emails) and the County website were dominant information sources. Community-based channels, social media, and traditional media played a minor role. This suggests that outreach is still heavily institution-centric, not community-centric, which may limit reach to already-connected stakeholders rather than the broader public Measure G seeks to involve.

Despite challenges, however, many respondents from the internal survey viewed the Measure G presentation process as a positive step toward transparency, public engagement, and direct communication with the Board. Several highlighted the value of the experience and expressed appreciation for the CEO's support.

We offer the following recommendations to improve the Year 2 process:

- **Advance Posting of Materials:** Require all departmental presentations and supporting materials to be posted on a central CEO Budget webpage at least five days before both Cluster meetings and Public Budget Presentations.
- **Centralized Information Hub:** Create a single, easy-to-find online location for all budget-related presentations, reports, and schedules to prevent confusion and improve accessibility.

- **Budget Notification System:** Add a budget-specific GovDelivery subscription option to provide automatic alerts regarding new postings, meeting dates, presentation schedules, and opportunities for public input.

RECOMMENDATION AREA 3: Accessible Presentation Materials

An overwhelming 92.2% of respondents deem accessible budget information “very” or “extremely important.” This is a clear mandate from the public that transparency is not optional – it is central to trust and accountability. Yet, after the first year of public budget hearings, understanding the budget remains limited with only about 18.7% reporting they understand the budget “well” or “very well” while nearly half report only basic or no understanding.

The public wants clear, plain-language explanations, visuals, and outcome-oriented narratives to make sense of complex fiscal decisions. Internal survey results indicated that several respondents expressed confusion about whether the presentations were primarily for the Board of Supervisors, the public, or the CEO’s office. This ambiguity affected how departments approached their messaging and content.

Survey findings show that although a majority of respondents found the language in the presentations generally accessible, the overall design and density of the materials significantly limited public understanding. Only one-third of respondents rated the format and length as accessible, and 40.4% identified length and complexity as the primary barrier to engaging with the presentations. At the same time, residents expressed a strong preference for simplified layouts: 64.9% requested plain-language visuals, and many called for clearer charts, outcome-focused explanations, and short summaries that help viewers understand how resources are allocated and what results they produce.

The survey also highlights the importance of designing materials that reflect the County’s linguistic and accessibility needs. With nearly 26% of respondents indicating Spanish proficiency and several other languages represented, there is a clear need for translated materials, captioning, and consistent use of ADA-compliant formats. This aligns with another critical finding: roughly half of respondents report understanding the County budget only “slightly” or “not at all.”

Together, these results underscore that effective public transparency requires more than compliance, it requires presentation materials that are visually clear, multilingual, accessible, and structured around the needs of a general audience rather than technical experts.

We offer the following recommendations to improve the accessibility of the presentation materials:

- ***Simplified Presentation Format:*** Redesign or refine the standardized presentation template to focus on high-level summaries while shifting detailed financial data, unmet needs, and technical documentation to separate supplemental reports.
- ***ADA & Language Access:*** Ensure all presentations, summaries, videos, and posted materials meet ADA requirements and are accessible across multiple languages and abilities.

RECOMMENDATION AREA 4: Performance Evaluation

The Year 1 interim process focused on the budget allocation request process, but what the public wants to see is greater analysis of how money is being spent. 66.1% of respondents from the public survey said they would like to see more information about the outcomes and results from how tax dollars are spent in LA County. Residents want a full chain of information: allocations → decisions → local impacts → outcomes → accountability.

In response to the question, *“How important is it for you or your community to have information about each of the following aspects of County spending?”* Across all topics, “very” + “extremely important” ratings are consistently high (roughly 65–80%). Examples include:

- **Department-level spending allocations**
 - Very important: **35.3%** (453)
 - Extremely important: **36.3%** (466)
- **Local spending in my district**
 - Very important: **34.1%** (432)
 - Extremely important: **39.9%** (505)
- **Program outcomes and impact**
 - Very important: **36.7%** (466)
 - Extremely important: **46.1%** (585)
- **Public input opportunities in budgeting**
 - Very important: **32.4%** (436)

- Extremely important: **34.2%** (394)
- **Year-over-year spending changes**
 - Very important: **34.4%** (432)
 - Extremely important: **31.1%** (505)
- **Contracts and vendor transparency**
 - Very important: **31.6%** (400)
 - Extremely important: **42.4%** (538)
- **Salaries and administrative cost**
 - Very important: **29.5%** (378)
 - Extremely important: **39.9%** (511)
- **How spending supports equity and underserved communities**
 - Very important: **28.1%** (358)
 - Extremely important: **40.4%** (515)

Across every category, the dominant answer is that information is very or extremely important, with especially high importance assigned to program outcomes, equity, local spending, and vendor transparency. This is a strong endorsement of Measure G's focus on performance metrics, equity, and accountability.

We view this as a significant and necessary shift in the culture of the County's budgetary practices, and one that holds the potential to transform the County's fiscal management. A recent survey from Loyola Marymount University found that only 24% of residents trust Los Angeles County government "most of the time." While the prior recommendations reflected tactical changes in the County's approach to the public budget hearing process, these recommendations aim to shift the substance of the budgetary process to more concretely foster accountability, build citizen trust, and improve financial management and outcomes.

We offer the following recommendations:

- **Performance & Goals Integration:** Require each departmental presentation to include a summary of performance outcomes, progress toward goals, and proposed measurable metrics for the coming year.

- **Stakeholder Engagement:** Each department should undertake a stakeholder engagement process that incorporates input from service end users, other external stakeholders, department leadership, and rank-and-file employees who carry out daily operations as they relate to the County Strategic Plan and Priorities.

RECOMMENDATION AREA 5: Public Education & Engagement

Survey results make clear that public education is a foundational requirement for effective engagement under Measure G. While a strong majority of respondents expressed interest in participating in future budget discussions (89.5% said “yes” or “maybe”), their ability to meaningfully engage is limited by a lack of accessible, introductory information about how the County budget works and where the public presentations fit within the annual budget cycle. Only 18.7% of respondents reported understanding the County budget “well” or “very well,” while nearly half said their understanding was only “slight” or “none.” This demonstrates that without dedicated educational tools, even motivated residents struggle to interpret the information presented or understand how their input influences decisions.

Respondents also emphasized that the current format does not offer sufficient opportunities to understand or engage with the content in real time. More than half of those who attended the presentations reported having no opportunity to ask questions. Many described the presentations as “one-way briefings,” noting that without context-setting materials, public participants could not fully grasp key budget concepts or the implications of departmental requests. This indicates that public hearings alone are insufficient; they must be paired with educational supports that empower residents to follow the content and engage meaningfully.

Finally, the community survey shows strong demand for accessible, multimedia learning tools, with large portions of respondents requesting visuals, summaries, and infographics to help make sense of complex fiscal information. These expectations underscore the value of short video explainers, infographics, and a “What to Expect” guide and similar resources that can demystify the budget process, explain how the public can participate, and clarify what happens after presentations conclude. Regular post-presentation surveys will further reinforce a culture of continuous improvement, ensuring that the County evolves its public engagement approach based on real-world feedback from both departments and the community.

We offer the following recommendations to improve public education and engagement:

- **“What to Expect” Video Guide:** Produce and post a clear, plain-language video on the CEO Budget website that explains the budget process, how to engage, and what occurs during Public Budget Presentations.

- **Expanded Educational Resources:** Develop additional short video explainers or infographics to help the public understand County budget fundamentals before attending presentations.
- **Post-Presentation Surveys:** Conduct surveys of both departments and community participants after each annual cycle to collect feedback and inform continuous improvement.

Long-Term Process Considerations

- **Assess Structural Reform Needs:** Evaluate and recommend broader structural changes to the County's overall budget development process including but not limited to budgetary best practices that are not currently being considered and/or implemented, alternative budget cycles (i.e. two year budget cycle), participatory budgeting, and the anticipation of changes for the FY 2029-2030 budget cycle due to the formation of an executive branch that is mandated under Measure G.
- **Develop Guidance for Future Budget Director:** Consider processes and mechanisms to support the future Budget Director to work collaboratively with the Board, Department Heads, and the future County Executive in designing and implementing a stakeholder outreach process to ensure stakeholder voices are systematically integrated into budget development and presentation.
- **Phased Improvement Plan:** Acknowledge that while there is substantial work ahead, this set of recommendations is achievable for the 2026 cycle, with additional refinements and long-term improvements to follow in future cycles.

The subcommittee will continue to observe and monitor the process for the next two fiscal years and offer additional feedback. The Board of Supervisors and the future Charter Review Commission should continue to monitor in subsequent years.

BUDGET CALENDAR

APPENDIX A

Procedure	State Law	L. A. County Code	FY 2023-24 Budget Calendar	FY 2024-25 Budget Calendar *	FY 2025-26 Budget Calendar *
Governor's Budget	<i>January 10</i> <i>CA Constitution</i> <i>Article IV</i> <i>Section 12(a)</i>	--	Tuesday, January 10, 2023	Wednesday, January 10, 2024	Friday, January 10, 2025
Departments file requests	<i>June 10</i> <i>Government Code</i> <i>Section 29040</i>	<i>March 31</i> <i>Section 4.12.030</i>	Staggered submissions, but no later than Wednesday, January 18, 2023	Staggered submissions, but no later than Wednesday, January 17, 2024	Staggered submissions, but no later than Wednesday, January 15, 2025
CEO submits recommendations to the Board of Supervisors	<i>June 30</i> <i>Government Code</i> <i>Section 29062</i>	<i>June 30</i> <i>Section 4.12.050(a)</i>	Tuesday, April 18, 2023	Tuesday, April 23, 2024	Tuesday, April 15, 2025
Board approves Recommended Budget	<i>June 30</i> <i>Government Code</i> <i>Section 29064</i>	<i>June 30</i> <i>Section 4.12.070</i>	Tuesday, April 18, 2023	Tuesday, April 23, 2024	Tuesday, April 15, 2025
Public Notice of Recommended Budget availability and Public Hearing dates	<i>September 8</i> <i>Government Code</i> <i>Sections 29065</i> <i>& 29080(a)(b)</i>	<i>September 8</i> <i>Section 4.12.090</i>	Friday, April 28, 2023	Friday, May 3, 2024	Wednesday, April 23, 2025
Public Hearings (not to exceed 14 calendar days)	<i>10 days after</i> <i>public notice of</i> <i>Recommended Budget</i> <i>availability</i> <i>Government Code</i> <i>Sections 29080(b)</i> <i>& 29081</i>	<i>September 8</i> <i>(but no fewer than 10 days</i> <i>after public notice of</i> <i>Recommended Budget</i> <i>availability)</i> <i>Section 4.12.100(a)</i>	Begin Wednesday, May 10, 2023	Begin Wednesday, May 15, 2024	Begin Wednesday, May 7, 2025
Revisions to Governor's Budget	--	--	Friday, May 12, 2023	Tuesday, May 14, 2024	Wednesday, May 14, 2025
Board Budget Deliberations	--	--	Begin Monday, June 26, 2023	Begin Monday, June 24, 2024	Begin Monday, June 23, 2025
Board adopts Budget	<i>October 2</i> <i>Government Code</i> <i>Section 29088</i>	<i>October 2</i> <i>Section 4.12.100(b)</i>	Monday, June 26, 2023	Monday, June 24, 2024	Monday, June 23, 2025
Final Budget transmitted to State Controller by Auditor-Controller	<i>December 1</i> <i>Government Code</i> <i>Section 29093</i>	--	Thursday, November 30, 2023	Tuesday, November 26, 2024	TBD

*Tentative Dates

TBD: To be determined - subject to Board action.

APPENDIX A

APPENDIX B

INTERNAL BUDGET SURVEY RESULTS

This addendum summarizes feedback from 45 internal department heads and staff who participated in the public budget presentations required under Measure G for the **2025–26 Budget Year (Year 1)**. The addendum aims to support the Government Reform Task Force (GRTF) by shedding light on how departments experienced the first year of the new public presentation mandate, identifying gaps and opportunities in the current process, and capturing practical recommendations from departments for improving the approach in the **2026–27 Budget Year (Year 2)**.

Year 1 was launched under a compressed and unexpected timeline. In early December, the CEO's Office had to quickly adapt by layering a new public hearing format onto the existing budget process. This shift created challenges in scheduling, preparation, and managing logistics for public broadcasts. While the standardized presentation template helped ensure consistency across departments, it proved difficult for the public to read on television and online platforms. As a result, public engagement fell short of expectations, with most feedback centering on the unreadable slides rather than the content of the presentations.

Despite these challenges, survey responses indicate that Year 1 successfully introduced a new public-facing practice that aligns with Measure G's goals of transparency and accountability. Departments expressed support for continuing the initiative, recognizing its value, but also emphasized the need for improvements. Key areas for enhancement include better timing, a redesigned and more readable template, and stronger mechanisms for incorporating community voices into the process for Year 2.

Methodology

- **Population:** Internal LA County department heads and staff who participated in the 2025 public budget presentations.
- **Instrument:** SurveyMonkey online survey.
- **Survey Response Window:** October 23, 2025 through November 11, 2025
- **Total respondents:**
 - Most closed-ended questions: 45 respondents (0 skipped)
 - Optional demographic question on department size: 43 answered, 2 skipped

- **Respondent profile:**
 - 35.6% (16 of 45) identified as Department Heads
 - Approximately 24.4% (11 of 45) identified as Staff across two staff categories
 - 40.0% (18 of 45) selected “Other” roles, indicating participation from a mix of budget, program, and administrative leadership
 - No respondents selected “Analyst” as their primary role
- **Data Analyzed:**
 - Raw Excel spreadsheet containing multiple worksheets, with each worksheet corresponding to one survey question, including both closed-ended and open-ended items.
 - SurveyMonkey summary report.
 - Background notes summarizing the CEO’s Year 1 implementation challenges and Board expectations.

Note: Percentages in this report are based on respondents to each question, rounded to one decimal place. “Select all that apply” questions sum to more than 100%.

Overall Findings

1. Strong leadership engagement and buy-in, but under severe time pressure

Department heads and senior staff were heavily involved in planning and delivering presentations. However, they repeatedly cited compressed timelines, shifting instructions, and limited preparation time as major barriers to doing the job in a way that fully matches Measure G’s spirit of meaningful transparency and public understanding.

2. Standardized template and CEO support were crucial, but imperfect

The standardized template and access to CEO budget analysts were widely seen as essential supports that made it possible to deliver coherent presentations quickly. At the same time, departments reported that the template was not always well aligned with their specific context and was difficult for the public to read on a non-HD broadcast.

3. Transparency improved, but community voice and engagement remain weak

Most respondents felt the presentations improved transparency “somewhat,” and many saw the potential to build trust with the public. Yet almost 89% reported no direct public

feedback, and respondents expressed uncertainty about how community input was integrated at different stages of the budget process.

4. Year 1 was “proof of concept” for Measure G accountability

Departments generally support the idea of public budget presentations and see them as consistent with Measure G’s goals for transparency, accountability, and public visibility into spending and priorities. But they emphasize that implementation mechanics such as timing, format, support, and engagement channels, must be refined for the practice to genuinely deliver on community voice and department-head accountability.

5. Clear Year 2 direction: more time, clearer instructions, more accessible presentations, stronger community engagement tools

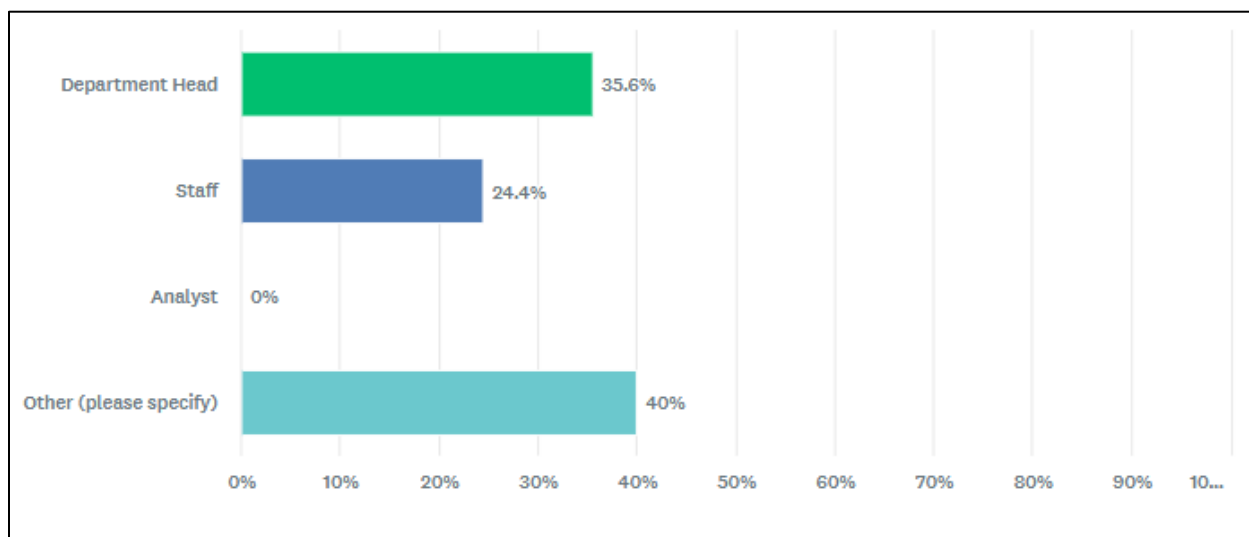
Across quantitative and qualitative responses, four priorities emerge for Year 2:

- Earlier and more stable instructions
- A more readable, flexible, and truly public-facing template
- Stronger linkage between presentations and Measure G expectations (including department-head visibility)
- Concrete, accessible mechanisms for community feedback and participation

Question-by-Question Analysis

Question 1

“What was your role in the 2025 public budget presentations?” (n=45)



- 35.6% (16) – Department Head
- 24.4% (11) – Staff
- 40.0% (18) – Other (please specify)
- 0.0% (0) – Analyst

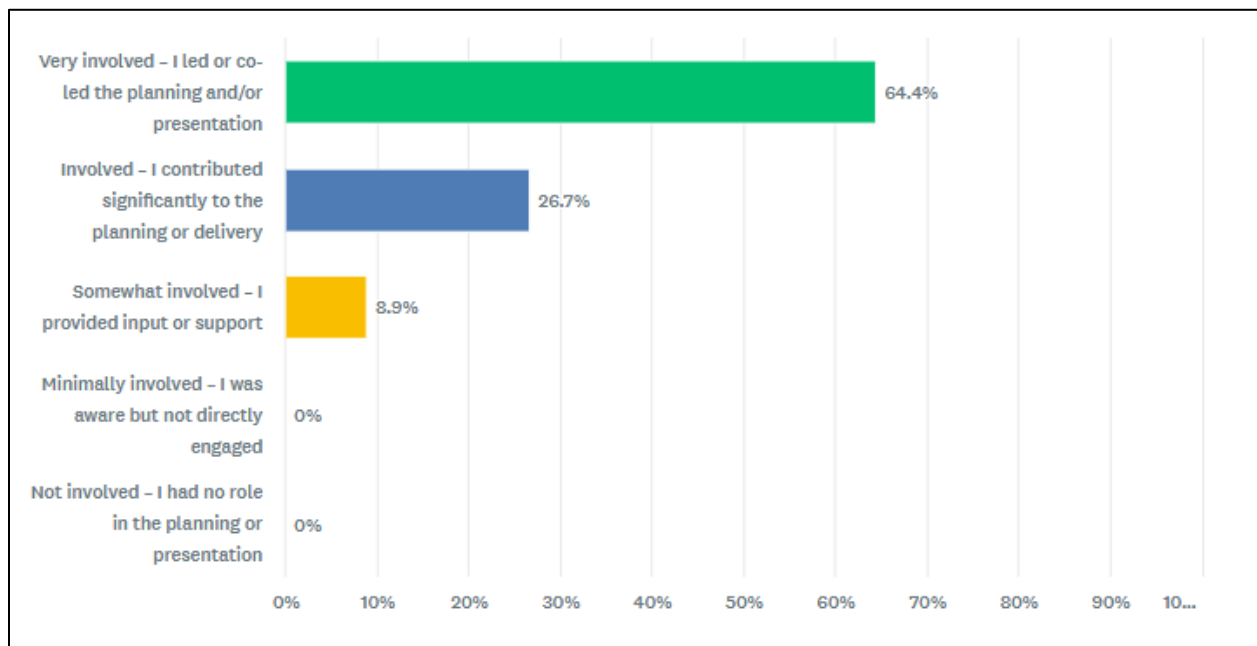
Interpretation

Year 1 implementation drew participation primarily from department heads and other senior staff, with nearly three-quarters of respondents in leadership or “other” roles which included category included Chief Deputies, Administrative Deputies and Departmental Finance Managers rather than line analysts. This is broadly consistent with Measure G’s emphasis on department-head accountability and visible leadership in presenting and defending departmental priorities to the public.

The high share of “Other” suggests a mix of chiefs, deputies, and specialized managers were directly involved, reflecting a collaborative leadership model rather than presentations being handled only by budget analysts in the background.

Question 2

“How involved were you in planning or delivering your department’s budget presentation?” (n=45)



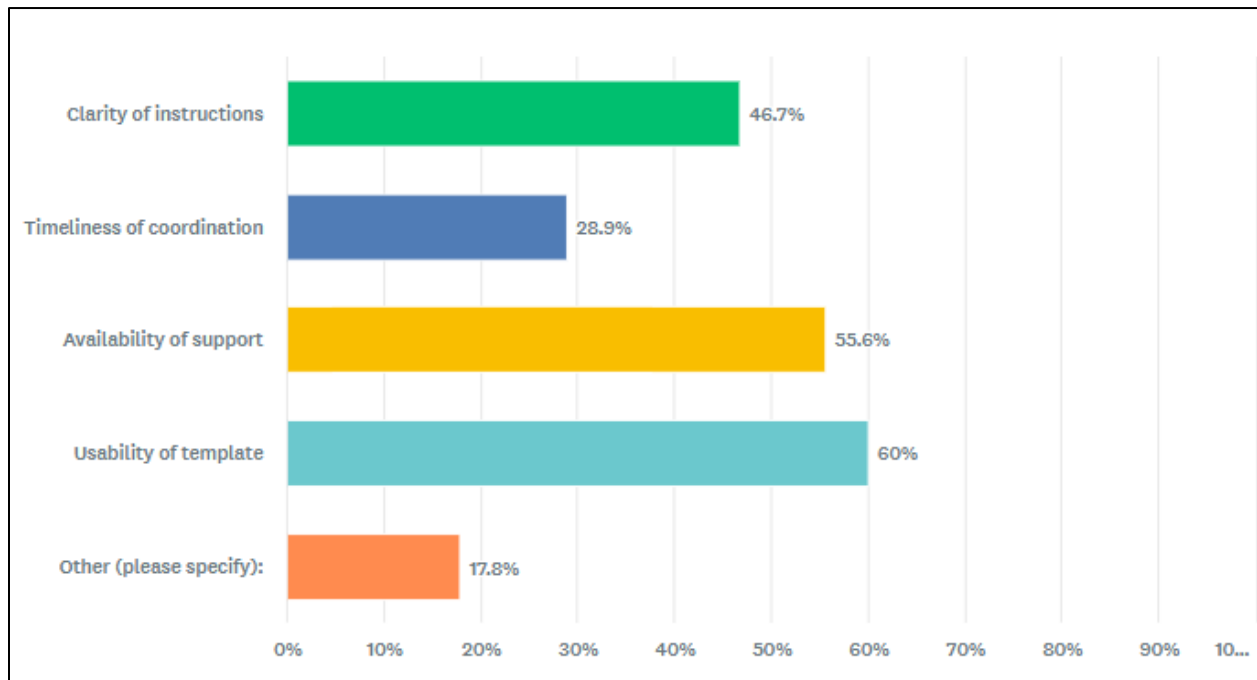
- 64.4% (29) – Very involved – led or co-led planning/presentation
- 26.7% (12) – Involved – contributed significantly
- 8.9% (4) – Somewhat involved – provided input/support
- 0.0% (0) – Minimally involved
- 0.0% (0) – Not involved

Interpretation

This is a high-ownership survey. Over 90% of respondents report being either “very involved” or “involved,” indicating that the survey largely captures the perspectives of the people who actually designed and delivered the presentations, not distant observers. This gives the GRTF confidence that the findings reflect those closest to Measure G implementation on the ground.

Question 3

“Which of the following resources or support were most useful in preparing you for your presentation? (Select all that apply)” (n=45)



- 60.0% (27) – **Usability of template**
- 55.6% (25) – **Availability of support**

- 46.7% (21) – **Clarity of instructions**
- 28.9% (13) – **Timeliness of coordination**
- 17.8% (8) – **Other (please specify)**

(Multiple selections per respondent.)

Interpretation

Despite known flaws in public readability, the template itself was the single most frequently cited useful resource for internal preparation. Departments viewed it as a concise, structured roadmap for distilling complex budget information into a short, Board-ready presentation.

Availability of CEO support, especially access to budget analysts and staff who could troubleshoot issues, was also highly valued, as were clear written instructions when they were timely and stable.

Question 4

“Please briefly explain why the selected resources and supports above were useful in preparing you for your presentation:”- Open-Text Themes (~44 narrative responses)

1. Template as roadmap and organizer

- Respondents repeatedly described the template as a roadmap that simplified what to include and how to structure limited time.
- Example quotes:
 - “The template provided a good road map to follow in preparing the presentation.”
 - “It kept the presentations uniform across all departments and provided a roadmap for departments to follow.”

2. Accessible CEO support and guidance

- Departments appreciated being able to reach CEO budget analysts and presentation support staff directly, especially under compressed timelines.
- Example quotes:

- “CEO made themselves available to support our department... and the template ensured consistency and was easy to follow.”
- One respondent noted that the CEO analysts were “able to provide guidance on how to complete the template,” reducing guesswork.

3. Clear deadlines and instructions (when stable)

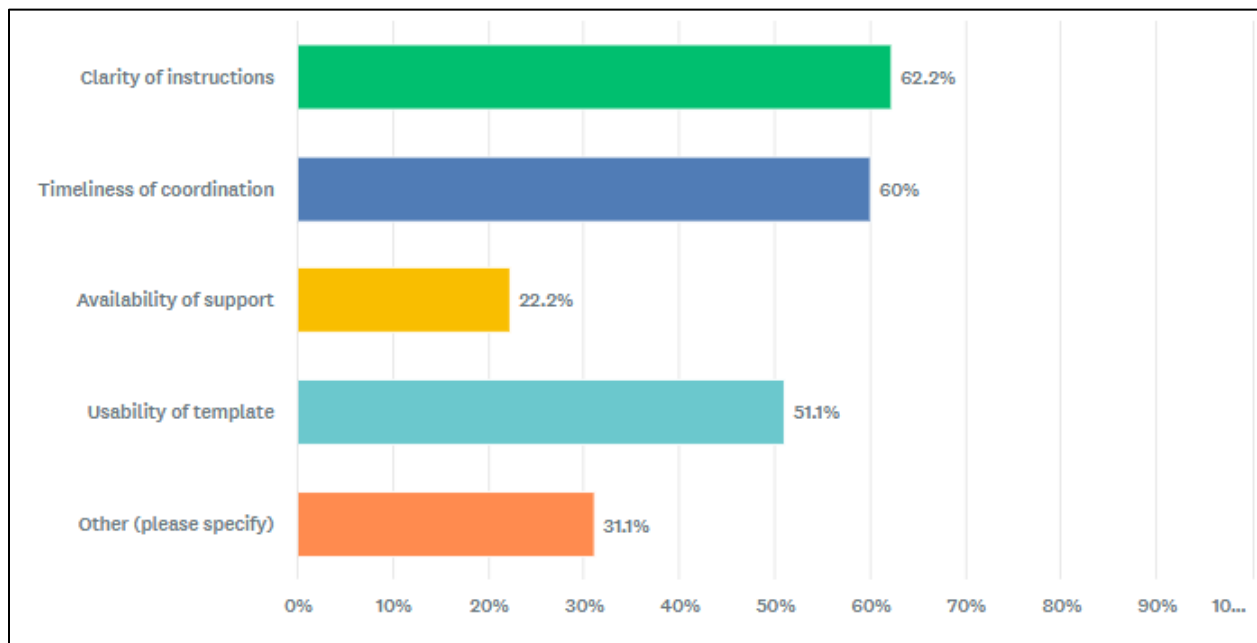
- Where instructions were clear and not changing, they made it possible to coordinate internal leadership and deliver on time.
- Example: “The template was helpful, deadlines were clear and CEO was available and honest about things still being worked out.”

4. Reduced internal burden in a short timeframe

- Several respondents emphasized that the standardized approach reduced workload in a very tight window.
- One respondent described the support as critical “to shorten workload and time to prepare the presentation.”

Question 5

“Which of the following types of additional support or resources would have most improved your team’s preparation? (Select all that apply)” (n=45)



- 62.2% (28) – Clarity of instructions
- 60.0% (27) – Timeliness of coordination
- 51.1% (23) – Usability of template (further improvement)
- 22.2% (10) – Availability of support
- 31.1% (14) – Other (please specify)

Interpretation

Departments are essentially saying: “The supports we had were helpful, but we needed them earlier, clearer, and more stable.”

Even though the template and support were valued in Question 3, respondents still identified:

- Clarity of instructions and timeliness as the top areas needing improvement.
- About half want the template to be further improved, suggesting design/usability issues (especially for public readability and flexibility across different department types).

Question 6

Please briefly explain why the selected support or resources above would have helped your team prepare more effectively. (Explain) Open-Text Themes (~44 narrative responses)

1. More lead time and earlier notice

- Departments consistently asked for more time to prepare, given the newness of the process and internal approvals required.
- Example: “There is never enough time and resources to prepare a comprehensive presentation.”
- Another respondent noted that departments “had minimal time to prepare and adjust to the new process,” suggesting the instructions arrived too late relative to internal cycles.

2. Stable, predictable instructions

- Several respondents mentioned that instructions “changed a number of times and were not timely,” creating confusion and rework.
- The message: once instructions and templates are released, changes should be minimal and clearly communicated.

3. More flexible and intuitive template

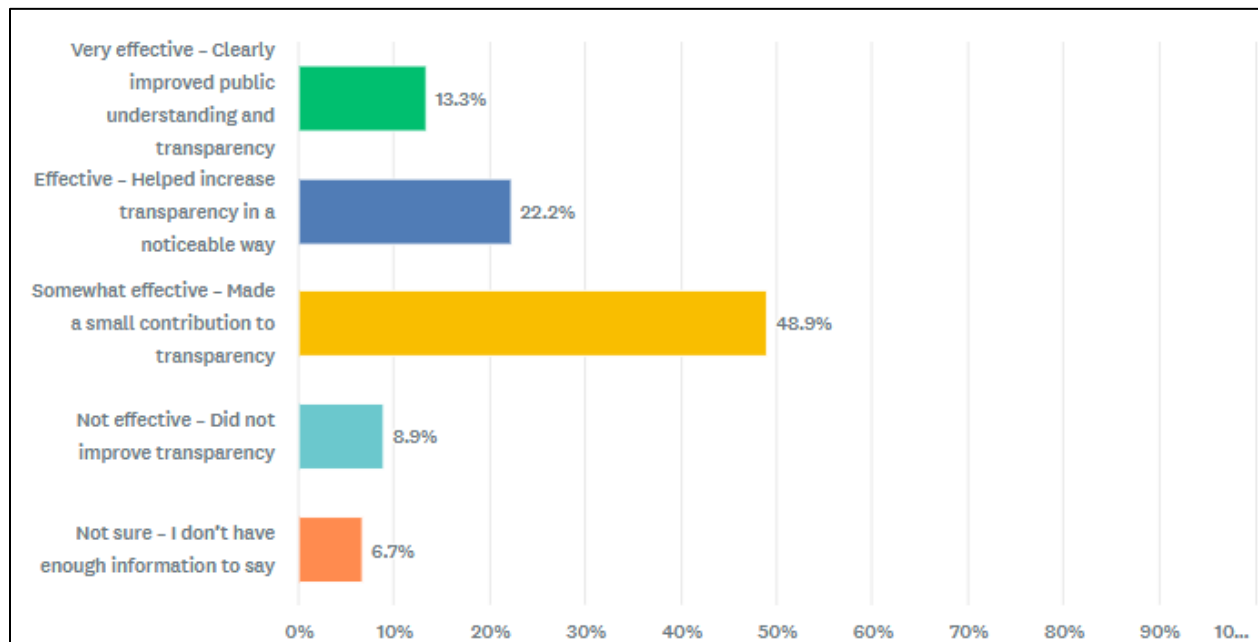
- Respondents indicated that a more flexible template would have better allowed departments to communicate priorities and context specific to their operations, instead of forcing all departments into one mold.
- One respondent wrote that a more flexible template “would have helped our department better communicate its priorities.”

4. Improved alignment with internal approval processes

- Because departments must route content through executives before public presentations, short timelines and shifting requirements stressed internal processes and risked errors.

Question 7

“How effective do you feel the public presentations were in increasing transparency about the County’s budgeting process? (n=45)”



- 13.3% (6) – Very effective

- 22.2% (10) – Effective
- 48.9% (22) – Somewhat effective
- 8.9% (4) – Not effective
- 6.7% (3) – Not sure

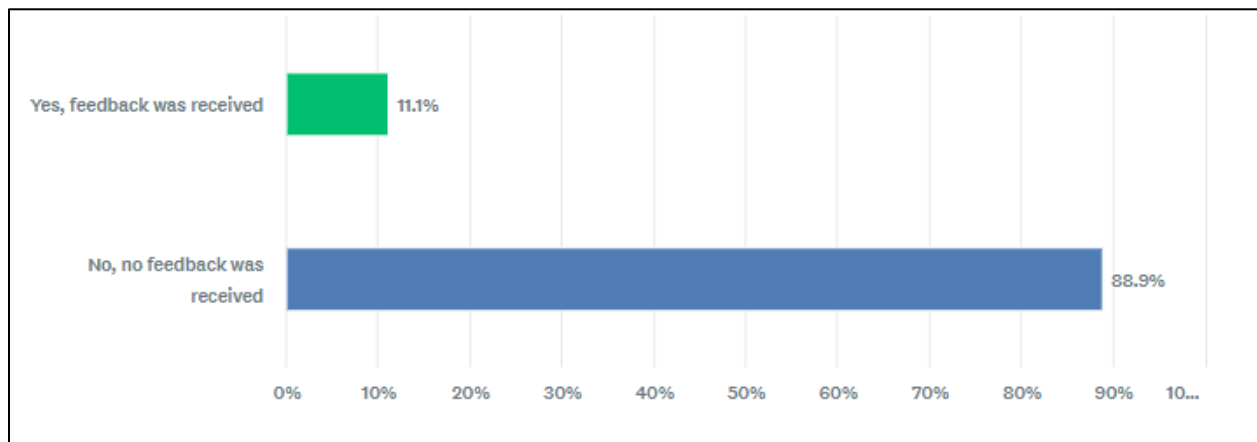
Interpretation

Most respondents, approximately 84.4%, felt the process improved transparency at least “somewhat.” However, only 13.3% described it as “very effective,” and nearly half chose “somewhat effective,” underscoring that Year 1 was viewed as a partial, not full, realization of Measure G’s transparency goals.

This suggests that the concept of public presentations is directionally correct, but the execution (time, format, public visibility, and engagement mechanisms) has not yet reached its full potential.

Question 8

“Did you receive any direct public feedback or engagement related to your department’s presentation?” (n=45)



- 11.1% (5) – Yes, feedback was received
- 88.9% (40) – No, no feedback was received

Interpretation

Despite the significant effort to stage public presentations, almost nine in ten respondents reported receiving no direct public feedback. This is a critical finding for Measure G's core goal of community voice and engagement.

The low engagement is consistent with Year 1 context: the process was implemented quickly, broadcast readability was poor, and public outreach was limited beyond formal Board proceedings.

Question 9

“From your perspective, how well were community voices integrated into each stage of the process?” (n=45; 3 stages)

For each stage, respondents rated community voice integration as “Very well,” “Well,” “Somewhat,” “Not at all,” or “Not sure.”

Planning stage (n=45)

- 6.7% (3) – Very well
- 6.7% (3) – Well
- 22.2% (10) – Somewhat
- 26.7% (12) – Not at all
- 37.8% (17) – Not sure

Presentation stage (n=45)

- 6.7% (3) – Very well
- 13.3% (6) – Well
- 31.1% (14) – Somewhat
- 24.4% (11) – Not at all
- 24.4% (11) – Not sure

Follow-up stage (n=45)

- 6.7% (3) – Very well
- 11.1% (5) – Well
- 20.0% (9) – Somewhat

- 22.2% (10) – Not at all
- 40.0% (18) – Not sure

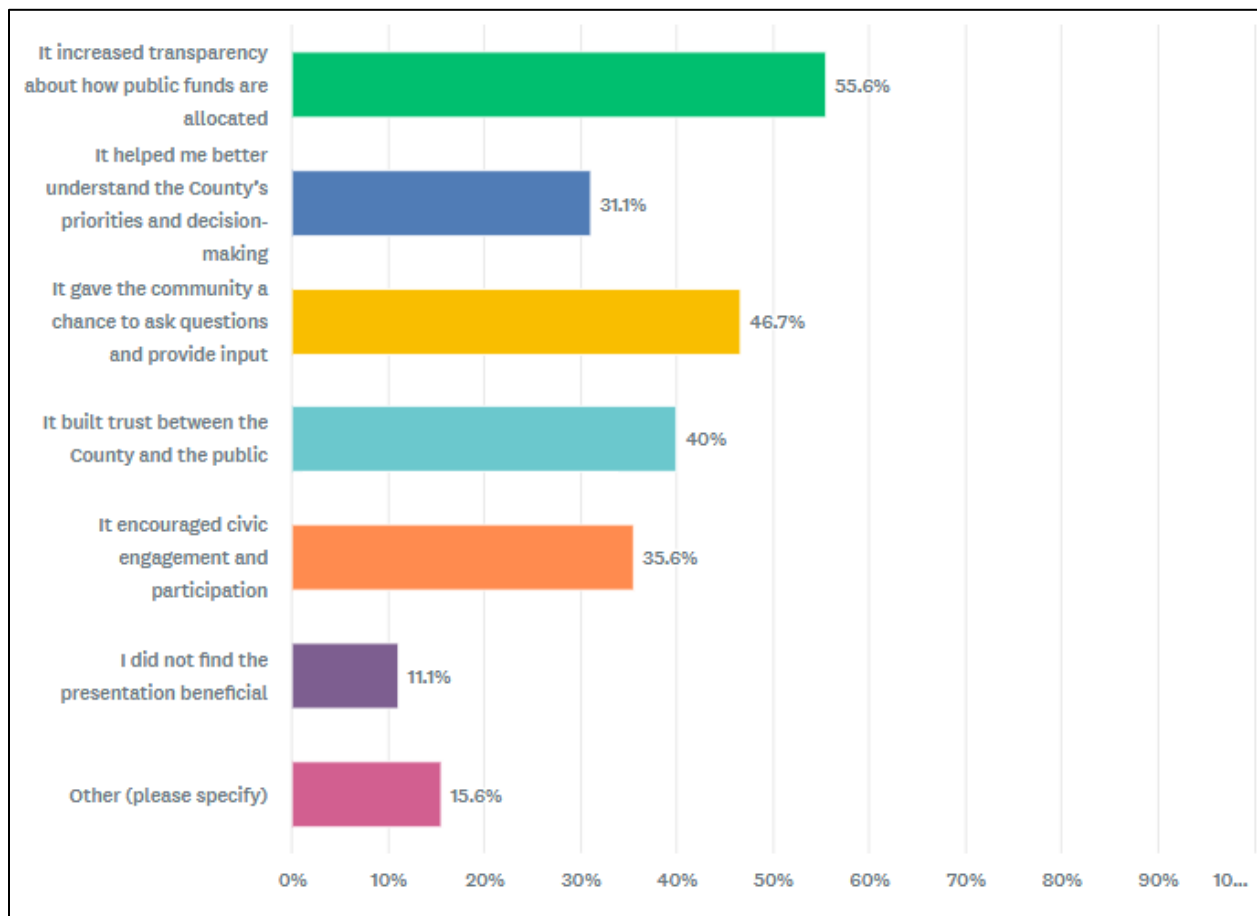
Interpretation

Across all stages, a large share of respondents either selected “Not at all” or “Not sure,” especially at the planning and follow-up stages. Only a small minority felt community voices were integrated “very well” or “well.” This underscores a systemic gap between Measure G’s community engagement intent and what departments actually observed in practice.

Departments are uncertain not only about the quantity of community input but also about how and when community voices are supposed to be integrated into the budget process and not just at the moment of public presentation.

Question 10

“What did you find to be most beneficial about the LA County public budget presentations? (Check all that apply)” (n=45)



- 55.6% (25) – Increased transparency about how public funds are allocated
- 46.7% (21) – Gave the community a chance to ask questions and provide input
- 40.0% (18) – Built trust between the County and the public
- 35.6% (16) – Encouraged civic engagement and participation
- 31.1% (14) – Helped me better understand the County’s priorities and decision-making
- 11.1% (5) – Did not find the presentations beneficial
- 15.6% (7) – Other (please specify)

Interpretation

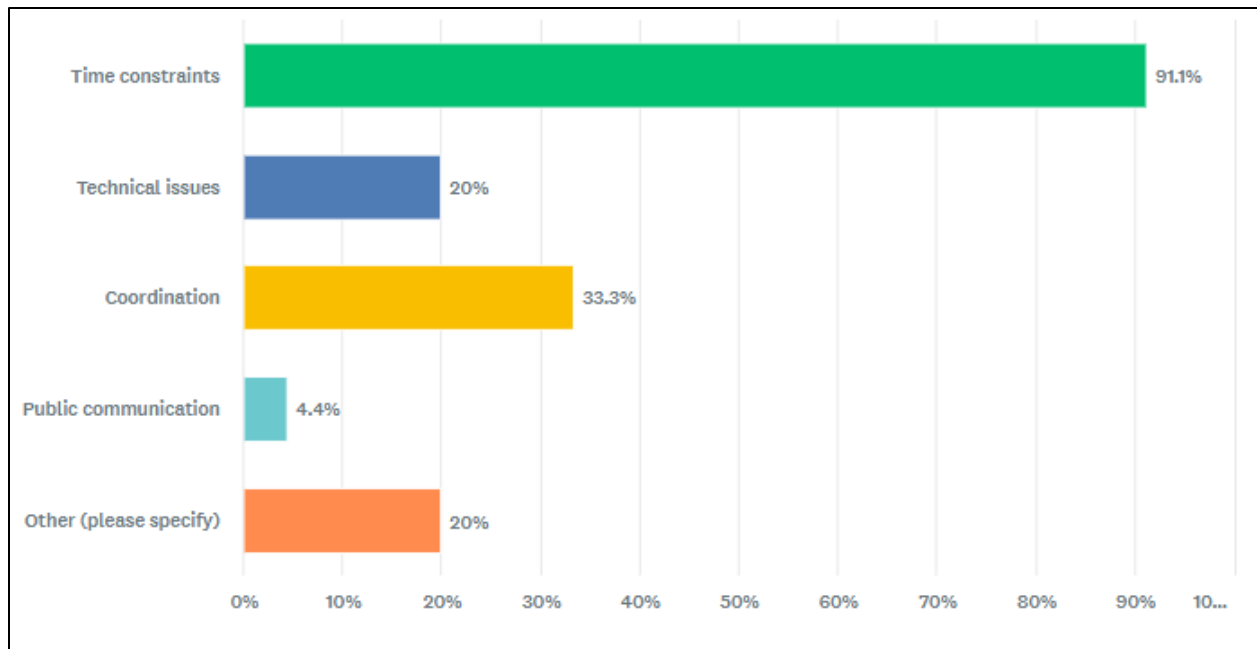
Despite significant operational challenges, respondents recognize that the core Measure G goals of transparency and trust-building are being advanced:

- A majority see increased transparency in how funds are allocated.
- Nearly half feel the process provides a meaningful opportunity for the community to ask questions and provide input.
- A substantial minority perceive gains in trust and civic engagement.

However, a non-trivial 11.1% reported not finding the presentations beneficial, likely reflecting frustrations with rushed implementation, confusing templates, and limited public interaction.

Question 11

“What were some of the challenges or barriers your team faced in planning and preparing your budget presentation? (Select all that apply)” (n=45)



- 91.1% (41) – Time constraints
- 33.3% (15) – Coordination
- 20.0% (9) – Technical issues
- 20.0% (9) – Other (please specify)
- 4.4% (2) – Public communication

Interpretation

This is perhaps the most striking quantitative result: over nine in ten respondents cited time constraints as a challenge. Coordination and technical issues were significant but secondary.

This aligns with the known Year 1 context: Year 1 was a sudden mandate layered onto an existing budget calendar, requiring the CEO to fit 39 department presentations into already packed Board agendas and forcing departments to prepare complex, public-facing presentations on a short timeline.

Question 12

“What specific changes or improvements would you recommend for next year’s presentations, and why would they make a difference? (Explain) Open-Text Themes (~44 responses)

Three recurring themes are particularly relevant for GRTF:

1. More time and earlier, stable guidance

- Departments repeatedly requested more lead time and earlier release of final instructions and templates.
- Example sentiment: “I recommend allowing more time to prepare and offering clearer instructions,” often paired with concern about late changes to expectations.

2. Improved template design and readability

- Many departments found the templates too rigid, not tailored to their specific needs, or difficult to use for public communication.
- There was a desire for more flexibility to include department-specific context and public-facing information.
- Example sentiments: “we also lost the ability to share more public facing information about what each department does.” And “Its is not feasible to create a singular presentation template for all 39 County Depts.”

Question 13

“Do you have any additional feedback you'd like to share about your experience including positive highlights, lessons learned, or suggestions for future improvement?”
(n≈42 text responses)

Key Themes

1. Clarify the purpose and audience of the presentations

- Several respondents expressed confusion about whether the presentations were primarily for the Board of Supervisors, the public, or the CEO’s Office. This ambiguity affected how departments approached their messaging and content.
- Clarifying the intended audience would help departments tailor their presentations more effectively and ensure alignment with Measure G’s goals.

- Example sentiments: “Be clear on the main purpose, if it's for the public vs BOS vs CEO those would lead to different approaches...” And “I am not sure how much the public will be able to glean from the presentations as they are very technical.”

2. More time, earlier guidance, and better scheduling

- Many departments reiterated the need for more preparation time, advance notice of expectations, and spreading presentations over multiple days to reduce logistical strain and improve quality.
- This theme echoes concerns from Question 12 and reinforces the need for a more structured and predictable process
- Example sentiments: “Please allow more time to prepare and provide clearer instructions in the future... consider offering greater opportunity for community feedback...” And “It would be helpful to have the budget presentations spread out over additional days so that all presentations are not held on the same day.”

3. Positive reception and support for transparency

- Despite challenges, many respondents viewed the Measure G presentation process as a positive step toward transparency, public engagement, and direct communication with the Board.
- Several highlighted the value of the experience and expressed appreciation for the CEO’s support.

Question 14

“Please enter your department name (Optional)” (n=25 answered; 20 skipped)

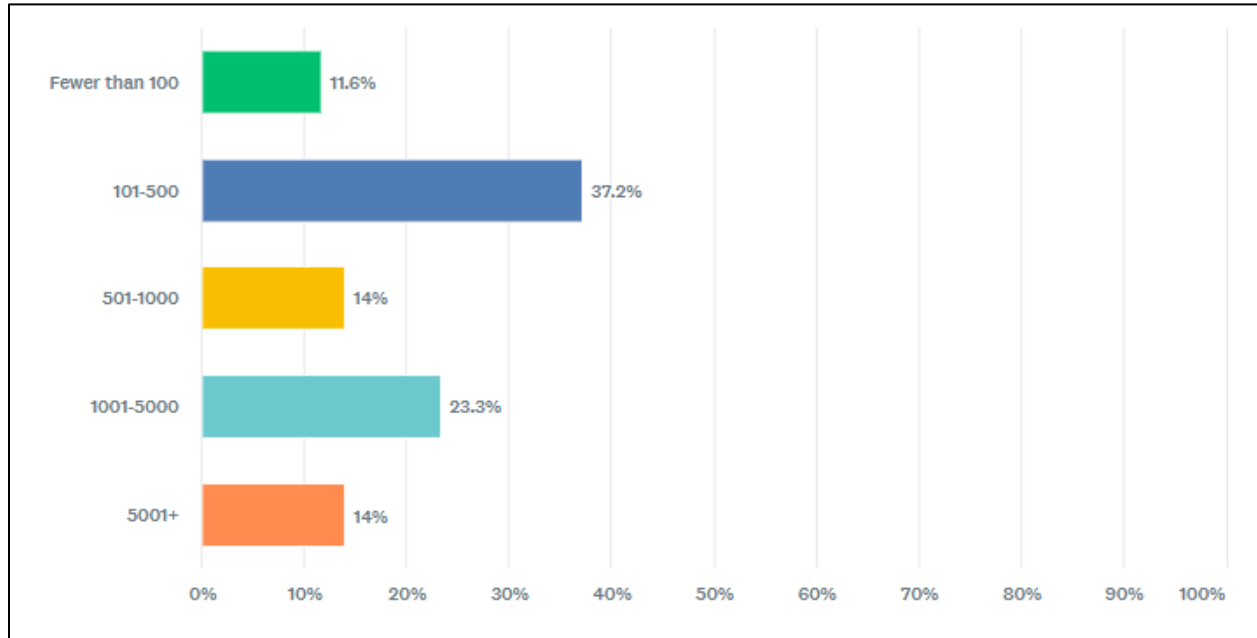
Responses include a range of departments such as the Public Defender, the Chief Executive Office, and several other justice, youth, and central support entities.

Interpretation

While not a representative departmental census, the responses show that the survey reached a cross-section of major operational and central departments rather than a narrow subset. This bolsters the relevance of the findings for countywide implementation.

Question 15

“Approximately how many people are in your department? (Optional)” (n=43; 2 skipped)



- 11.6% (5) – Fewer than 100
- 37.2% (16) – 101–500
- 14.0% (6) – 501–1000
- 23.3% (10) – 1001–5000
- 14.0% (6) – 5001+

Interpretation

Departments of all sizes participated, with a slight concentration in the 101–500 range but significant representation from very large departments (1001+ employees). This suggests that any Year 2 improvements must work for both:

- Smaller departments with limited internal staffing and
- Very large departments with complex program portfolios and more elaborate internal review processes.

Conclusion

The Year 1 survey makes clear that the inaugural Measure G public budget presentations:

- Did move the County toward greater transparency, especially in showing how funds are allocated and what priorities departments are advancing.
- Did not yet deliver fully on Measure G's ambitions for community voice, robust public engagement, and clearly visible department-head accountability.
- Were implemented in an environment of accelerated timelines, scheduling constraints, and imperfect tools, which departments nevertheless navigated with significant effort and collaboration with the CEO's Office.

Departments are not asking to roll back the public presentation requirement; instead, they are asking for time, clarity, better tools, and stronger engagement structures so that the process genuinely serves the Board's directive and Measure G's statutory intent.

APPENDIX C

PUBLIC BUDGET SURVEY RESULTS

This addendum presents results from a community SurveyMonkey questionnaire on LA County's public budget presentations conducted for the **2025-26 Budget Year (Year 1)** under Measure G. The survey gathered 1,853 total participants, with between 1,200–1,300 respondents answering most mid-survey questions and 1,100–1,200 completing optional demographics.

Together with the internal department survey already completed for Year 1, these results give the GRTF a dual-lens view of how the public and County departments experienced the inaugural public hearing process and what they recommend for **2026-27 Budget Year (Year 2)** and beyond.

Methodology

- **Population.** Residents and stakeholders in Los Angeles County, reached through County and partner outreach channels.
- **Instrument.** SurveyMonkey online questionnaire titled *LA County Public Budget Presentation Survey*.
- **Method of Delivery.**
 - The survey was distributed multiple times through the County's GovDelivery platform, reaching up to 95,317 recipients in a single instance. **Attached** are the email blast metrics and performance statistics detailing delivery and engagement.
 - Survey was also posted to various social media platforms including X, Bluesky, Threads, Instagram, Facebook, LinkedIn and Nextdoor
 - Survey link was also published in the Measure G website.
- **Response window.** Responses were collected between November 5 and November 23, 2025, aligning with the GRTF's Year 1 evaluation timeline.
- **Total participants.**
 - 1,853 total started the survey (Question 1: 1,849 answered, 4 skipped).
 - Core questions (12–17) have approximately 1,300 respondents.

- Optional demographics (Questions 18–25) have between 1,147 and 1,211 respondents.
- **Data Analyzed**
 - Raw Excel spreadsheet containing multiple worksheets, with each worksheet corresponding to one survey question, including both closed-ended and open-ended items.
 - SurveyMonkey summary report.
- **Analysis approach.**
 - Percentages are calculated directly from the survey’s reported fractions and rounded to one decimal place.
 - Counts are shown when helpful for context.
 - For open-text items, responses were coded into 3–4 major themes per question, with 1–2 short, anonymized example quotes per theme.
 - Interpretations explicitly reference Measure G’s requirements: public departmental budget hearings, robust public engagement, performance metrics, and clear accountability structures.

Overall Findings

1. Public Awareness and Access

- Just under 1 in 5 respondents actually attended or watched any budget presentation; more than half had no awareness that presentations occurred.
- When people did attend, accessibility in terms of language and format was generally positive, but the substance was often seen as dense and technical.
- Lack of awareness and scheduling barriers reduced participation, directly conflicting with Measure G’s intent for broad public engagement and voice.

2. Perceived Transparency and Understanding

- A majority believe transparency improved somewhat, but relatively few say it greatly improved.

- Understanding of the budget and budget process remains limited: only about 18.7% feel they understand the budget “well” or “very well,” while nearly half report only basic or no understanding.
- The public wants clear, plain-language explanations, visuals, and outcome-oriented narratives to make sense of complex fiscal decisions.

3. Community Voice, Accountability, and Equity

- Respondents do not yet perceive that community voices are fully reflected in the process; many see presentations as one-directional broadcast rather than genuine dialogue.
- Open-text comments repeatedly ask for time to ask questions, mechanisms to provide feedback, and clearer explanations of how public input will shape decisions.
- The importance of information on equity and underserved communities scores very high, signaling a strong expectation that Measure G implementation will center equity in both substance and communication.

4. Content Priorities for Future Presentations

- Residents want to know who gets what, why, with what results, and what it means locally:
 - Department-level allocations, local/district spending, administrative vs direct services, and concrete outcomes (e.g., reductions in homelessness, improved services).
- Many respondents explicitly request comparisons over time, clarity on contracts and vendors, and visibility into salaries and compensation for top officials.

5. Demographic Reach and Implications

- The sample is racially and linguistically diverse, with substantial representation from Hispanic, Black, Asian/Pacific Islander, and White respondents and a notable share of Spanish-speaking and multi-language respondents.
- A sizeable share of respondents do not know their Supervisorial district, underscoring the need to pair budget transparency with basic civic information and navigational aids.

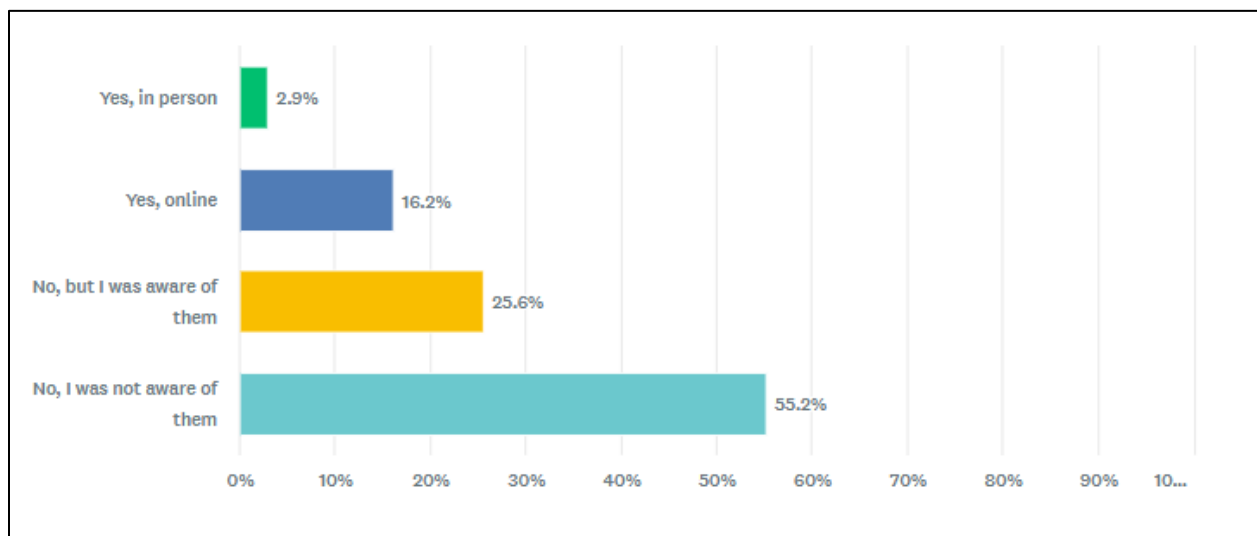
- Housing status and income distribution show participation from both homeowners and renters, and from lower-income as well as higher-income households, aligning with Measure G’s equity and inclusion goals.

Question-by-Question Analysis

Question 1

“Did you attend or watch any of the LA County public budget presentations held on February 11, February 12, February 18, February 21, February 24, or March 4, 2025?”

- **Answered:** 1,849; **Skipped:** 4



Results

- Yes, in person: 2.9% (54)
- Yes, online: 16.2% (300)
- No, but I was aware of them: 25.6% (474)
- No, I was not aware of them: 55.2% (1,021)

Interpretation

Awareness and direct participation were limited. Only 19.1% of respondents report attending in person or online, while over three-quarters (80.8%) did not attend, and a majority of all respondents were not aware that the presentations occurred at all. This aligns with Year 1 implementation challenges, where the CEO’s Office had to fit dozens of departmental presentations into a compressed Board calendar and public outreach was limited.

Question 2

“How did you first hear about the LA County budget presentations?”

- **Answered:** 228; **Skipped:** 1,625

Results

- Email from a County department: 38.2% (87)
- LA County website: 25.9% (59)
- Word of mouth: 11.4% (26)
- I don't remember: 5.26% (12)
- Public Meeting or town hall: 3.9% (9)
- Community organization or advocacy group: 3.1% (7)
- Social media: 2.2% (5)
- Local news: 1.3% (3)
- I was not aware of presentations: 1.3% (3)
- Flyer/poster: 0.4% (1)
- Neighborhood Apps: 0.4% (1)
- Other: 6.6% (15)

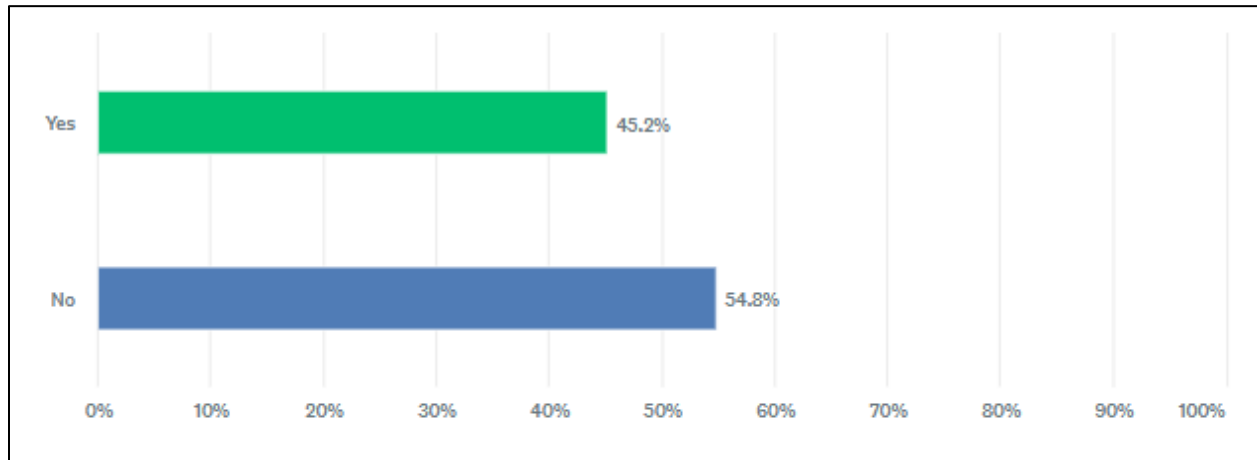
Interpretation

Among the relatively small group who did hear about the presentations, direct County communication (emails) and the County website were dominant information sources. Community-based channels, social media, and traditional media played a minor role. This suggests that outreach is still heavily institution-centric, not community-centric, which may limit reach to already-connected stakeholders rather than the broader public Measure G seeks to involve.

Question 3

“Did the County provide you with an opportunity to ask questions about the budget?”

- **Answered: 217; Skipped: 1,636**



Results

- Yes: 45.2% (98)
- No: 54.8% (119)

(A smaller subset answered a follow-up question on whether their questions were satisfactorily answered.)

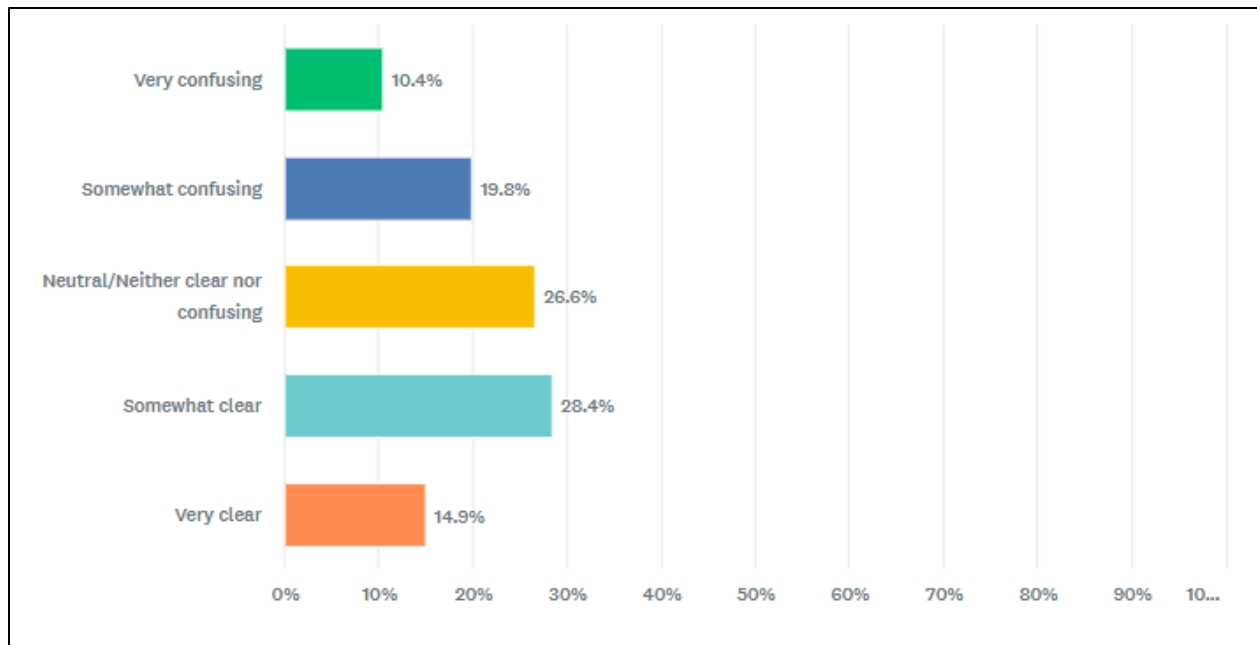
Interpretation

Almost half of respondents who engaged report having some opportunity to ask questions, but a slight majority did not. For a process that is statutorily intended to enhance community voice and engagement, this suggests that the Year 1 hearings often functioned more as one-way briefings than as interactive sessions.

Question 4

“How understandable was the budget information presented by the Departments?”

- **Answered: 222; Skipped: 1,631**



Results

- Very confusing: 10.4% (23)
- Somewhat confusing: 19.8% (44)
- Neutral: 26.6% (59)
- Somewhat clear: 28.4% (63)
- Very clear: 14.9% (33)

Interpretation

Perceptions of clarity are mixed. While 43.3% found the presentations “somewhat” or “very clear,” over 30% found them confusing, and over a quarter selected “neutral.” This pattern echoes concerns raised in the internal staff survey about dense templates and limited public readability on non-HD broadcasts.

Question 5

**“Were the presentations accessible in terms of language, length, and format?”
(Matrix)**

- **Answered:** 219; **Skipped:** 1,634

Language clarity

- Very accessible: 42.5% (93)
- Mostly accessible: 24.7% (54)
- Moderately accessible: 20.1% (44)
- Slightly accessible: 8.2% (18)
- Not at all accessible: 4.6% (10)

Length/Duration

- Very accessible: 33.3% (68)
- Mostly accessible: 28.4% (58)
- Moderately accessible: 19.6% (40)
- Slightly accessible: 10.8% (22)
- Not at all accessible: 7.8% (16)

Format (visuals, captions, etc.)

- Very accessible: 33.5% (68)
- Mostly accessible: 28.6% (58)
- Moderately accessible: 21.2% (43)
- Slightly accessible: 8.9% (18)
- Not at all accessible: 7.9% (16)

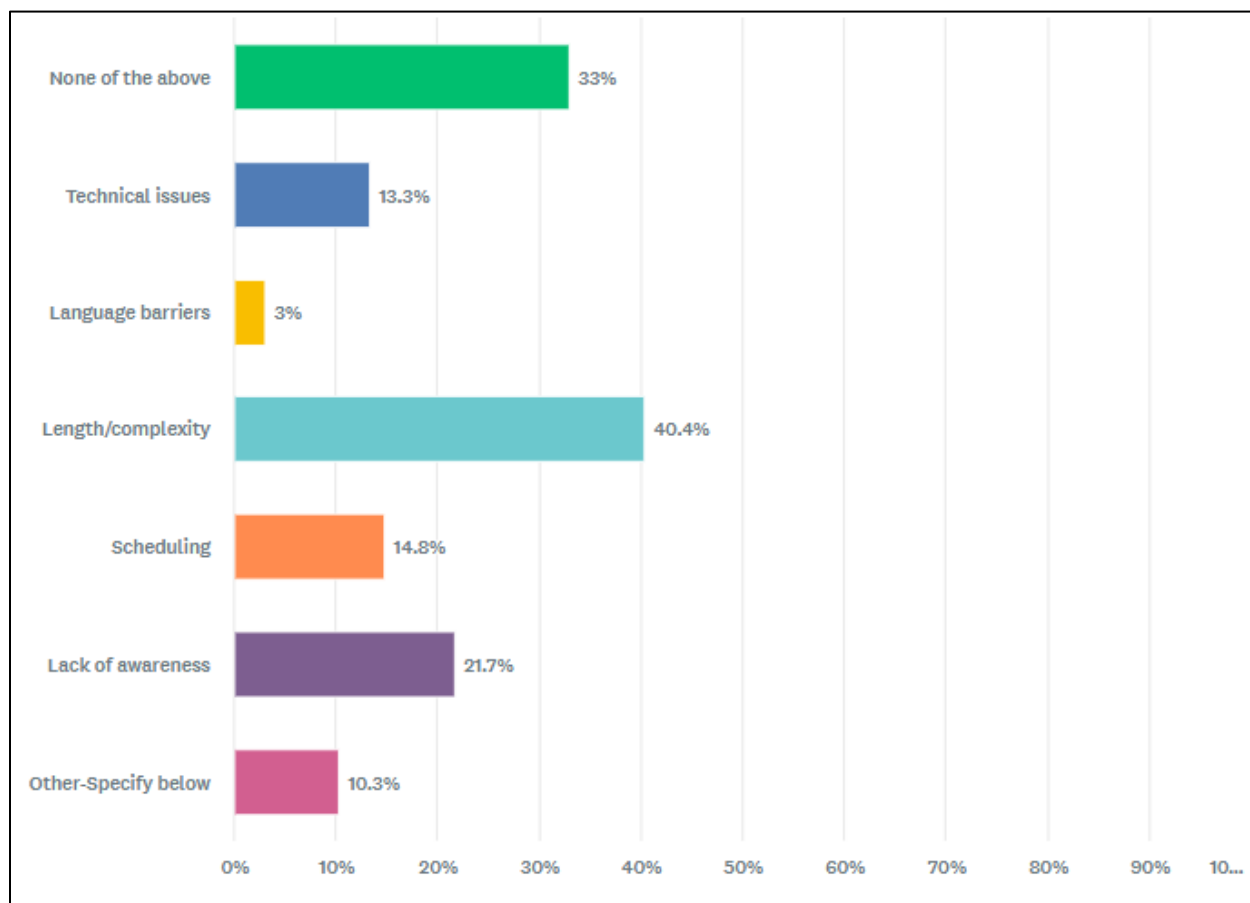
Interpretation

Language was rated more accessible than length and format, with roughly two-thirds finding clarity “very” or “mostly accessible.” However, 16–17% rated length or format as “slightly” or “not at all accessible,” reinforcing concerns that presentations were too dense and not optimized for public viewing, particularly on televised or streamed platforms.

Question 6

**“What factors made it difficult to understand or access the budget presentations?
(Select all that apply and briefly explain)”**

- **Answered: 203; Skipped: 1,650**



Results (multi-select)

- Length/complexity: 40.4% (82)
- None of the above: 33.0% (67)
- Lack of awareness: 21.7% (44)
- Scheduling: 14.8% (30)
- Technical issues: 13.3% (27)
- Language barriers: 3.0% (6)

- Other (specify): 10.3% (21)

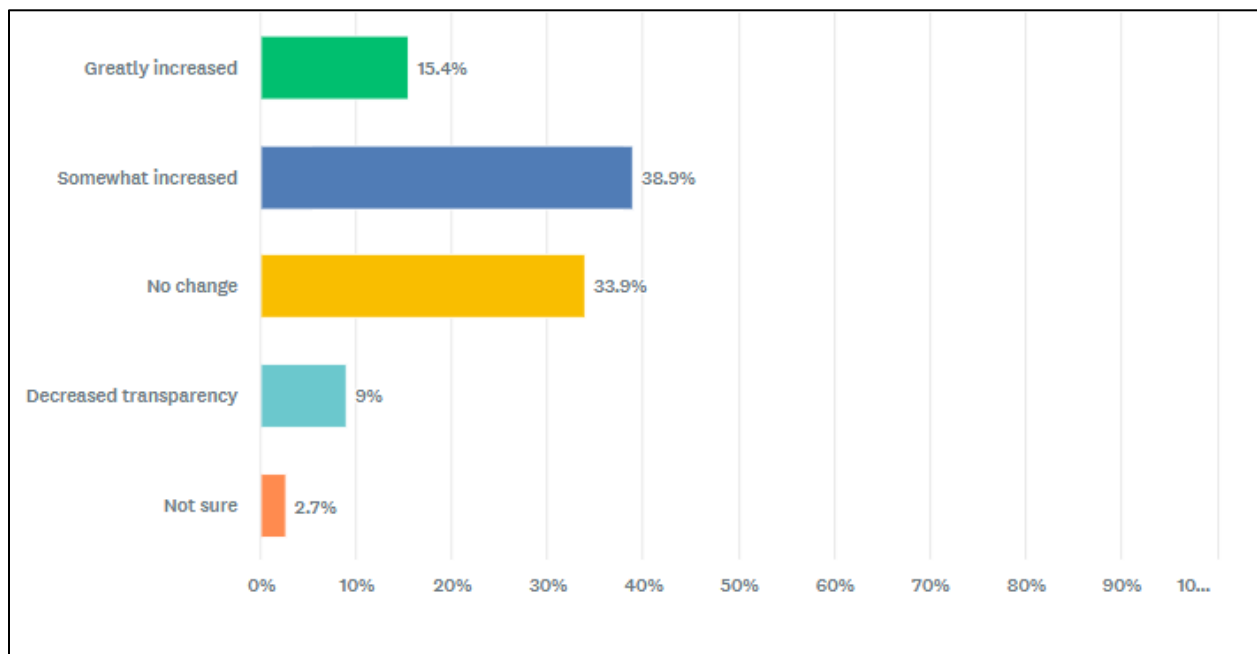
Interpretation

The most significant constraint was length and complexity, followed by lack of awareness and, to a lesser degree, scheduling and technical issues. A third of respondents reported no major barriers, indicating that when people were aware and able to attend, many could engage successfully. The pattern suggests the primary obstacles are content design and outreach, not only technology or language.

Question 7

“To what extent do you believe these presentations increased transparency in LA County’s budget decisions?”

- **Answered: 221; Skipped: 1,632**



Results

- Greatly increased: 15.4% (34)
- Somewhat increased: 38.9% (86)
- No change: 33.9% (75)
- Decreased transparency: 9.0% (20)

- Not sure: 2.7% (6)

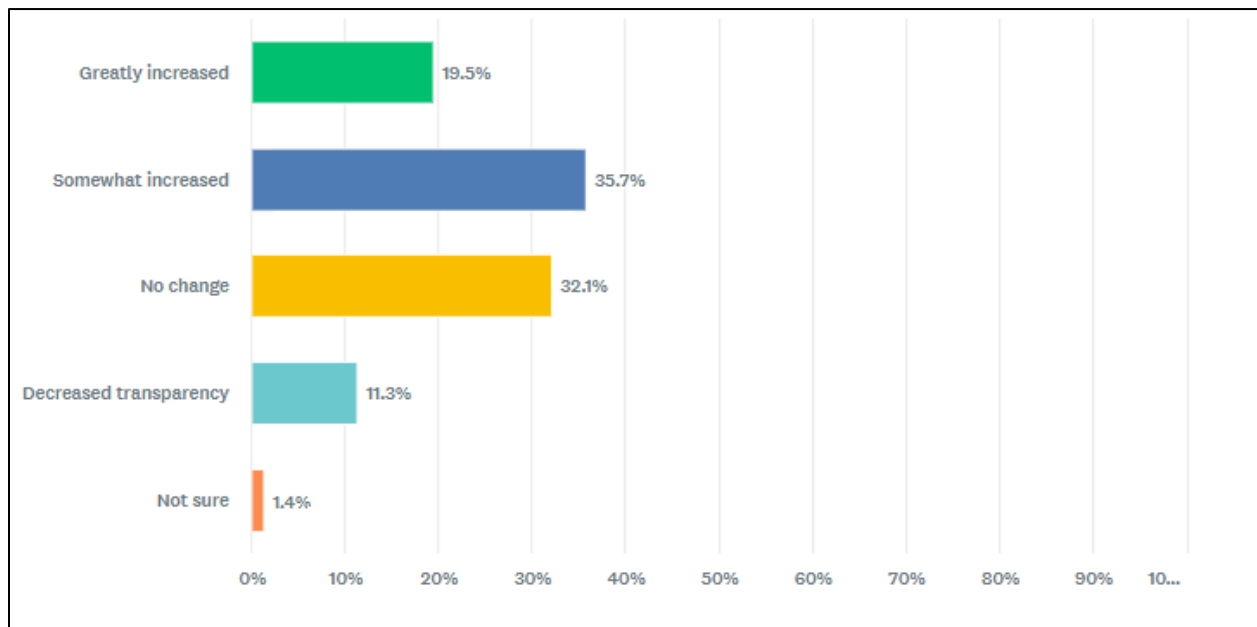
Interpretation

A slim majority (54.3%) believe the presentations increased transparency at least somewhat, but one-third saw no change, and approximately 1 in 10 felt transparency decreased. This ambivalence indicates that Year 1 delivered partial progress toward Measure G’s transparency goals but fell short of a transformative impact.

Question 8

“To what extent do you believe these presentations allowed you to better understand the LA County’s budget process?”

- **Answered: 221; Skipped: 1,632**



Results

- Greatly increased understanding: 19.5% (43)
- Somewhat increased understanding: 35.8% (79)
- No change: 32.1% (71)
- Decreased understanding: 11.3% (25)
- Not sure: 1.4% (3)

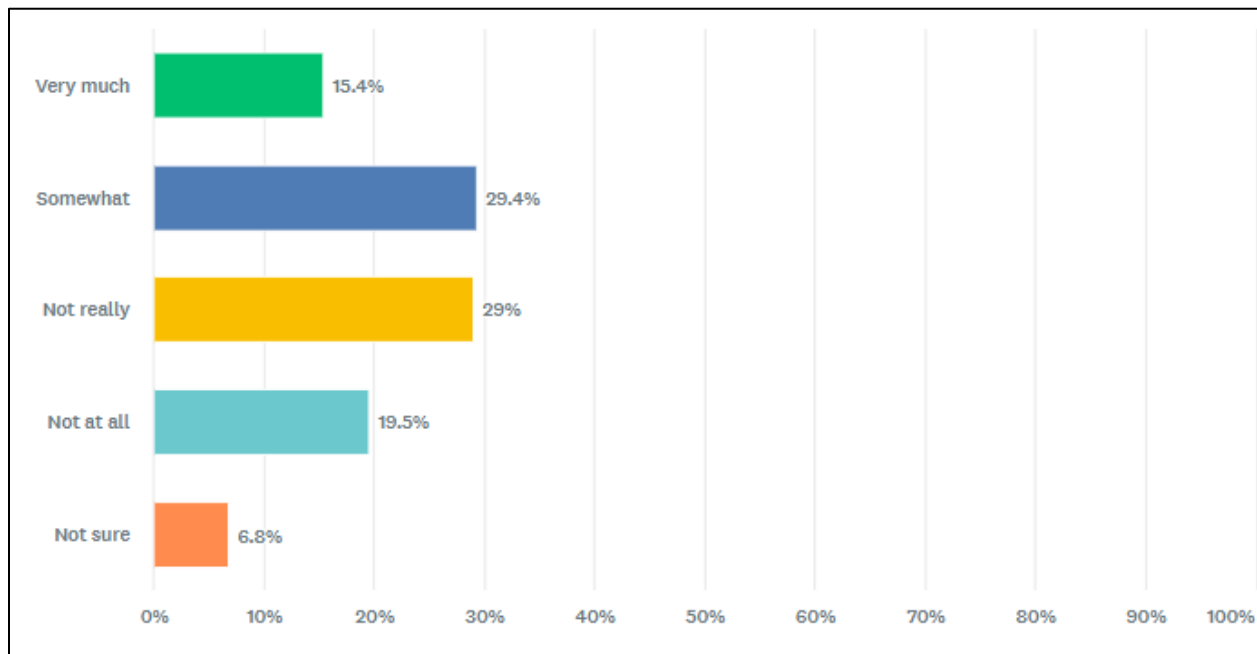
Interpretation

Patterns mirror Question 7: a majority (55.2%) report at least some increased understanding of the budget process, but a substantial minority experienced no change or decreased understanding. For a complex process that includes CEO review, Board deliberation, and statutory timelines, the Year 1 presentations provided some clarity but not enough to anchor community understanding.

Question 9

“To what extent do you feel community voices were reflected or valued in the presentations or budget process?”

- **Answered: 221; Skipped: 1,632**



Results

- Very much: 15.4% (34)
- Somewhat: 29.4% (65)
- Not really: 29.0% (64)
- Not at all: 19.5% (43)
- Not sure: 6.8% (15)

Interpretation

Perceptions of community voice are split almost evenly between those who see some reflection and those who do not. Nearly half (48.5%) feel their voices are “not really” or “not at all” reflected, which is a direct challenge to Measure G’s mandate for robust public engagement at multiple stages of the budget process.

Question 10 – Open Text

“What areas would you like to see prioritized in future LA County budget presentations? (Explain)”

- **Answered:** 116; **Skipped:** 1,737

Major Themes & Example Quotes

1. Clearer Link Between Spending and Outcomes (Especially Homelessness and Safety)

Many respondents want presentations to show what money is achieving, particularly around homelessness, public safety, and social services.

- Example: one respondent requested that the county prioritize public safety by stating “*Need bigger budget for law enforcement and quality of life programs... BOS should focus on safety.*” and show the impact of those choices on services.
- Another emphasized “*the astronomical expense on the homeless issue yet nothing has changed,*” calling for clearer results. Another respondent wrote “*“A majority of the budget is set aside and spent on the homeless...”*

2. Department- and Program-Level Detail, Not Just Gaps

Respondents want full department budget overviews, not only gap or “ask” slides.

- Example: a respondent wrote, “*Full department budget presentations. Not just on gaps.*” Another wrote “Please require departments to explain their programs’ purposes, progress to-date, expected results, targeted client population”
- Others asked to “*distinguish between programs funded by County dollars and those funded by State or federal reimbursements.*”

3. **Workforce, Compensation, and Frontline Services**

Several comments highlight staffing, pay, and working conditions, especially in health and safety roles, as critical to understanding the budget.

- Example: one respondent noted, *“Nursing... we make the biggest impact with patient care; and we do not feel valued,”* asking for more focus on frontline services.
- Another requested more detail on *“raises, cost of living, [and] hiring more LASD personnel.”*

4. **Community-Level Impacts and Equity**

Respondents want to see local, neighborhood-level implications, including support for community-based organizations and equity outcomes.

- Example: one person asked for *“grants to local CBOs to clean up our community.”* Another wrote *““Use the allocated money to invest into the community’s needs.....”*
- Others asked for presentations to show how spending supports equity and underserved communities, echoing later rating-scale results. Examples include a respondent that wrote *““ISD should use that money to subsidize Internet service for income-eligible households”* while another respondent asked for more representation of *“youth programs, arts and culture...”*

Question 11 – Open Text

“What suggestions do you have to improve future public budget presentations? Please focus your suggestions on the Department's content and delivery and the overall public engagement.

- **Answered:** 91; **Skipped:** 1,762

Major Themes & Example Quotes

1. Clearer, More Accessible Presentations (Language & Visuals)

Respondents ask for simpler language, visual aids, dashboards, and written materials.

- Example: one respondent suggested that presentations *“include easy-to-follow visuals and summaries showing fund sources and outcomes.”* Another

wrote “Put everything in clear, concise writing that the general public can understand...”

- Another proposed using a *“live dashboard... informative to see changes play out in real time or close to it.”*

2. More Accessible and Meaningful Public Engagement

Many respondents called for more accessible engagement opportunities, including advance release of materials, more online access, evening meetings, and additional time for public comment. They felt that working residents often cannot participate in the current format.

- Example: One respondent stated that “Meetings should start at 6 pm when the true public can participate,” while another asked to “Provide materials in advance and allow public feedback beforehand.”
- Regarding more time for public comment, one respondent wrote that “I would like to see public comments to be given more time.” While another wrote “I suggest all public budget presentations adhere to time limits to give more time for public comment from resident stakeholders.”

3. Pacing, Structure, and Scheduling Improvements

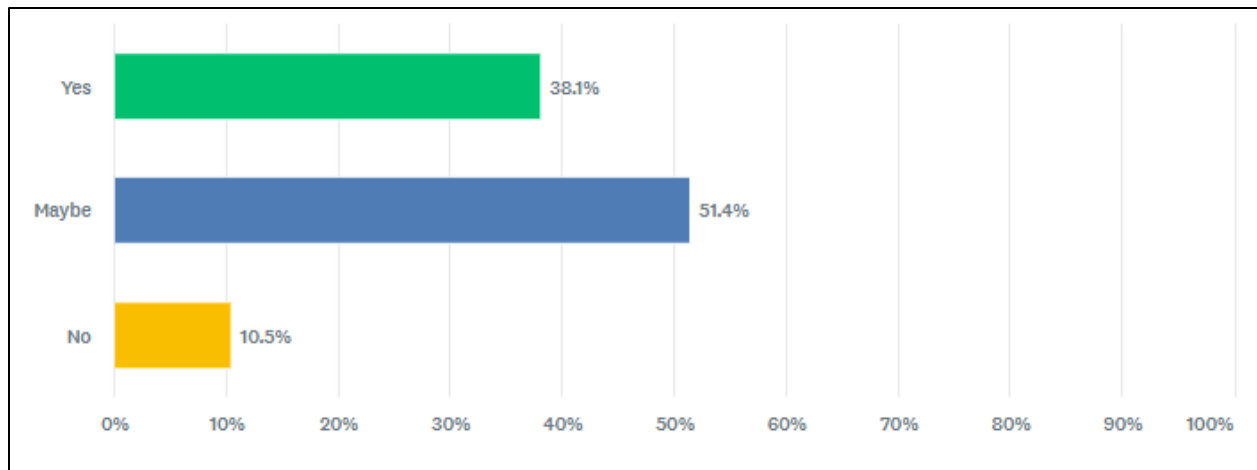
Respondents recommend slowing down presentations, spreading them out, and imposing clear time limits.

- Example: *“Slow down, all speakers are in a hurry so as not to be questioned on their lack of transparency.”*
- Another suggested *“place time limits on each phase of the discussion and reschedule if [the Board] cannot complete in one sitting.”*

Question 12

“Would you participate in future LA County public budget discussions or presentations?”

- **Answered:** 1,323; **Skipped:** 530



Results

- Yes: 38.1% (504)
- Maybe: 51.4% (680)
- No: 10.5% (139)

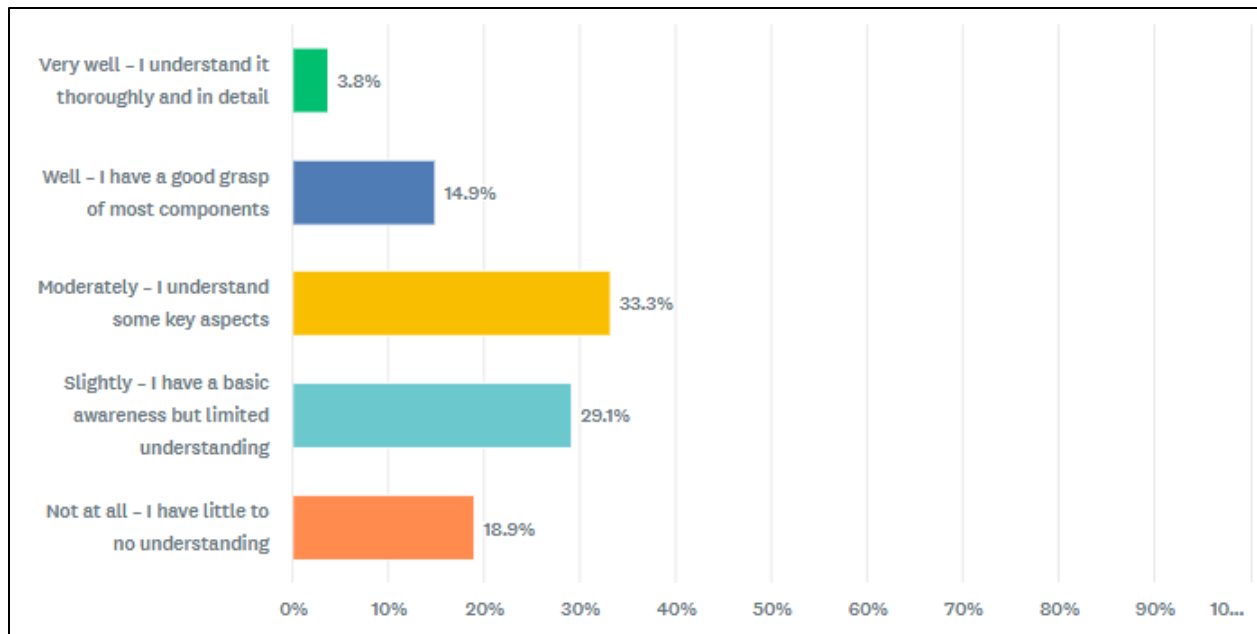
Interpretation

There is strong latent interest in future engagement: nearly 9 in 10 respondents are open to participating again, contingent on how accessible and meaningful the process feels. The challenge is less about willingness and more about designing a process that feels worth people's time.

Question 13

“In general, how well do you feel you understand the Los Angeles County Budget?”

- **Answered:** 1,322; **Skipped:** 531



Results

- Very well: 3.8% (50)
- Well: 14.9% (197)
- Moderately: 33.3% (440)
- Slightly: 29.1% (385)
- Not at all: 18.9% (250)

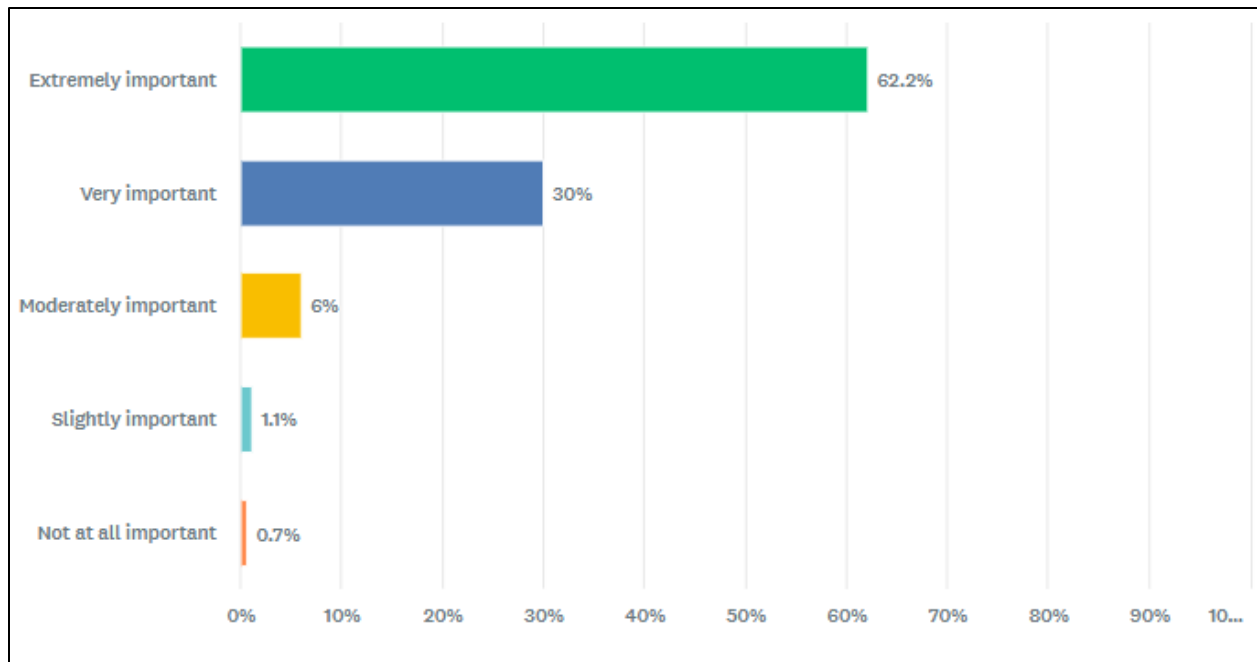
Interpretation

Only about 18.7% of respondents report understanding the budget “well” or “very well,” while roughly 48% describe only “slight” or no understanding. This underscores the need for education-oriented presentations, not just technical briefings.

Question 14

“How important is it to you or your community for LA County to provide clear and accessible information about how public funds are allocated and spent?”

Answered: 1,322; **Skipped:** 531



Results

- Extremely important: 62.2% (822)
- Very important: 30.0% (397)
- Moderately important: 6.0% (79)
- Slightly important: 1.1% (15)
- Not at all important: 0.7% (9)

Interpretation

An overwhelming 92.2% of respondents deem accessible budget information “very” or “extremely important.” This is a clear mandate from the public that transparency is not optional; it is central to trust and accountability.

Question 15

“Which departments’ budgets are of greatest interest/concern to you or your community? (Select all that apply)”

- **Answered:** 1,316; **Skipped:** 537

Results (multi-select)

- Public Safety & Justice: 72.6% (956)
- Health & Human Services: 72.5% (954)
- Community & Housing Services: 59.0% (777)
- Infrastructure & Public Works: 57.9% (762)
- Finance, Administration & Oversight: 55.6% (732)

Interpretation

Public attention is especially focused on safety/justice and health/human services, but interest is broad across all major functional clusters. This reinforces the need for clustered, thematic presentations and perhaps tailored dashboards for each area.

Question 16

“In general, what kind of information would you or your community like to know about how tax dollars are spent by LA County? (Select all that apply)”

- **Answered:** 1,321; **Skipped:** 532

Top responses (multi-select)

- How much funding each County department receives: 68.9% (910)
- Outcomes/results from spending: 66.1% (873)
- Budget information in plain language and visuals: 64.9% (857)
- Percentage of budget going to administration vs direct services: 64.4% (851)
- How funding decisions are made and who makes them: 62.0% (819)
- How much money is spent in my local community/district: 55.9% (738)
- How federal or state grants are used locally: 53.9% (712)
- Salaries/compensation for top County officials: 53.4% (706)
- How spending compares to previous years: 50.6% (669)
- Contracts and vendors receiving County funds: 48.8% (644)
- Opportunities to give input on budget priorities: 47.6% (629)

- Other: 9.8% (129)

Interpretation

Residents want a full chain of information: allocations → decisions → local impacts → outcomes → accountability. The strong emphasis on plain language, visuals, and local details aligns directly with Measure G’s goals for transparency, community voice, and public visibility into spending.

Question 17

“How important is it for you or your community to have information about each of the following aspects of County spending?” (Matrix)

- **Answered:** 1,313; **Skipped:** 540

Across all topics, “very” + “extremely important” ratings are consistently high (roughly 65–80%). Examples:

- **Department-level spending allocations**
 - Very important: 35.3% (453)
 - Extremely important: 36.3% (466)
- **Local spending in my district**
 - Very important: 34.1% (432)
 - Extremely important: 39.9% (505)
- **Program outcomes and impact**
 - Very important: 36.7% (466)
 - Extremely important: 46.1% (585)
- **Public input opportunities in budgeting**
 - Very important: 32.4% (436)
 - Extremely important: 34.2% (394)
- **Year-over-year spending changes**
 - Very important: 34.4% (432)

- Extremely important: 31.1% (505)
- **Contracts and vendor transparency**
 - Very important: 31.6% (400)
 - Extremely important: 42.4% (538)
- **Salaries and administrative cost**
 - Very important: 29.5% (378)
 - Extremely important: 39.9% (511)
- **How spending supports equity and underserved communities**
 - Very important: 28.1% (358)
 - Extremely important: 40.4% (515)

Interpretation

Across every category, the dominant answer is that information is very or extremely important, with especially high importance assigned to program outcomes, equity, local spending, and vendor transparency. This is a strong endorsement of Measure G's focus on performance metrics, equity, and accountability.

Questions 18–25: Demographic Profile (Optional)

These optional questions provide context on who responded; they are important for understanding whose voices are reflected in these results.

Question 18 – Race/Ethnicity (n=1,147)

- Hispanic: 34.5% (396)
- White/Caucasian: 28.8% (330)
- Asian/Pacific Islander: 16.7% (191)
- Black or African American: 16.6% (190)
- American Indian or Alaskan Native: 2.7% (31)
- Multiple/Other: 7.8% (89)

Question 19 – Language Proficiency (multi-select, n=1,211)

- English: 97.7% (1,183)
- Spanish: 26.3% (319)
- Mandarin: 2.5% (30)
- Armenian: 2.1% (26)
- Cantonese: 1.0% (12)
- Tagalog/Filipino: 1.7% (21)
- Farsi, Korean, Russian, Vietnamese, others: each 0.5–1.1%
- Other languages: 3.5% (43)

Question 20 – Gender Identity (n=1,180)

- Female: 59.4% (701)
- Male: 32.8% (387)
- Prefer not to say: 5.4% (64)
- Others: 3.8% (45)

Question 21 – Sexual Orientation (n=1,133)

- Straight/Heterosexual: 77.9% (873)
- Prefer not to say: 12.1% (136)
- LGBTQ+ identities combined: 11.0% (124)

Question 22 – Education (n=1,215)

- Bachelor's degree or higher: 67.7% (822)
- Some college/Associate's: 25.2% (307)
- High school or less: 4.0% (48)
- Prefer not to say: 3.1% (38)

Question 23 – Household Income (n=1,173)

- Under \$50,000: 8.3% (97)
- \$50,000–\$74,999: 13.2% (155)

- \$75,000–\$99,999: 12.3% (144)
- \$100,000–\$150,000: 24.1% (283)
- Over \$150,000: 26.5% (311)
- Prefer not to say: 15.6% (183)

Question 24 – Housing Situation (n=1,206)

- Own home: 60.7% (732)
- Rent: 26.0% (314)
- Staying with friends/family: 3.3% (40)
- Living in shelter/transitional housing: 0.2% (2)
- Unhoused: 0.6% (7)
- Prefer not to say / Other: 9.2% (111)

Question 25 – Supervisorial District (n=1,170)

- First District – Solis: 15.8% (185)
- Second – Mitchell: 14.9% (174)
- Third – Horvath: 9.2% (108)
- Fourth – Hahn: 15.1% (177)
- Fifth – Barger: 20.8% (243)
- Don't know: 24.2% (283)

Interpretation

The survey reached a racially diverse, multilingual, and geographically dispersed set of respondents. However, higher levels of education and income are somewhat over-represented, and nearly a quarter do not know their district, which may limit district-specific interpretation.

Conclusion

Taken together with the internal department leadership survey, the community survey indicates that Year 1 of Measure G's public budget presentations was a real but incomplete step toward the voter-mandated goals of transparency, community voice, and accountability.

- The public values the concept of public budget hearings and wants more: more information, more clarity, more local relevance, more equity focus, and more chances to be heard.
- At the same time, many residents still did not know the hearings occurred, did not see their voices reflected, and struggled with dense, technical content.
- The building blocks are in place: a Board-mandated process, CEO experience from Year 1, and clear public signals about what matters. The next step is to refine and stabilize the process so that it truly delivers on Measure G's statutory requirements.

Subject: LAST CHANCE: Your Voice Matters for LA County's Budget Transparency!
Share Your Thoughts in Our Survey!

Sent: 11/20/2025 04:18 PM PST

Sent By: BHernandez@bos.lacounty.gov

Sent To: 34 Topics



Email Delivery Stats

Minutes	Cumulative Attempted
3	62%
5	89%
10	91%
30	99%
60	100%
120	100%

Delivery Metrics - Details

96,795 Total Sent

95,317 (98%) Delivered

0 (0%) Pending

1,478 (2%) Bounced

0 (0%) Unsubscribed

Bulletin Analytics

29,246 Total Opens

22034 (24%) Unique Opens

2,769 Total Clicks

2176 (2%) Unique Clicks

16 # of Links

Delivery and performance

These figures represent all data since the bulletin was first sent to present time.

	Progress	% Delivered	Recipients	# Delivered	Opened Unique	Bounced/Failed	Unsubscribes
Email Bulletin	Delivered	98.4%	94,622	93,148	22034 / 23.7%	1,474	0
Digest	n/a	n/a	0	0	0 / 0.0%	0	0
SMS Message	Delivered	99.8%	2,173	2,169	n/a	4	n/a

Link URL

Unique Clicks
Total Clicks

https://www.surveymonkey.com/r/8XJCSLX?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	606	944
https://bit.ly/GRTFsurvey?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	410	529
https://translate.google.com/translate?hl=en&sl=en&tl=es&u=https%3A%2F%2Fcontent.govdelivery.com%2Faccounts%2FCALACOUNTY%2Fbulletins%2F3fc3a35&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	238	259
https://www.surveymonkey.com/r/8XJCSLX?lang=es&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	211	216
https://bos.lacounty.gov/executive-office/?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	88	154
https://www.surveymonkey.com/r/8XJCSLX?lang=zh&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	139	144
https://content.govdelivery.com/accounts/CALACOUNTY/bulletins/3fc3a35?reqfrom=share	134	140
https://twitter.com/lacountybos?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	135	139
https://www.surveymonkey.com/r/8XJCSLX?lang=hy&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	136	138
https://www.surveymonkey.com/r/8XJCSLX?lang=ko&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	16	24
https://www.facebook.com/LACountyBOS?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	16	23

Link URL	Unique Clicks	Total Clicks
https://www.instagram.com/lacountybos?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	12	16
https://public.govdelivery.com/accounts/CALACOUNTY/subscriber/edit?preferences=true#tab1	12	15
https://www.youtube.com/c/LACountyBOS?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	12	14
https://www.linkedin.com/company/lacountybos/?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	11	14

Subject: Your Voice Matters for LA County's Budget Transparency! Share Your Thoughts in Our Survey!

Sent: 11/05/2025 02:33 PM PST

Sent By: BHernandez@bos.lacounty.gov

Sent To: 26 Topics



Email Delivery Stats

Minutes	Cumulative Attempted
3	88%
5	88%
10	90%
30	97%
60	99%
120	99%

Delivery Metrics - Details

26,293 Total Sent

25,158 (96%) Delivered

0 (0%) Pending

1,135 (4%) Bounced

0 (0%) Unsubscribed

Bulletin Analytics

11,131 Total Opens

7700 (32%) Unique Opens

655 Total Clicks

578 (2%) Unique Clicks

16 # of Links

Delivery and performance

These figures represent all data since the bulletin was first sent to present time.

	Progress	% Delivered	Recipients	# Delivered	Opened Unique	Bounced/Failed	Unsubscribes
Email Bulletin	Delivered	95.5%	25,385	24,254	7700 / 31.7%	1,131	0
Digest	n/a	n/a	0	0	0 / 0.0%	0	0
SMS Message	Delivered	99.6%	908	904	n/a	4	n/a

Link URL

Unique Clicks
Total Clicks

https://bit.ly/GRTFSurvey?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	165	198
https://bit.ly/GRTF-survey?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	145	175
https://www.surveymonkey.com/r/8XJCSLX?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	106	114
https://translate.google.com/translate?hl=en&sl=en&tl=es&u=https%3A%2F%2Fcontent.govdelivery.com%2Faccounts%2FCALACOUNTY%2Fbulletins%2F3fa0c44&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	71	71
https://www.surveymonkey.com/r/8XJCSLX?lang=es&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	70	70
https://www.surveymonkey.com/r/8XJCSLX?lang=ko&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	5	10
https://public.govdelivery.com/accounts/CALACOUNTY/subscriber/edit?preferences=true#tab1	5	5
https://www.surveymonkey.com/r/8XJCSLX?lang=hy&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	3	4
https://www.youtube.com/c/LACountyBOS?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	3	3
https://content.govdelivery.com/accounts/CALACOUNTY/bulletins/3fa0c44?reqfrom=share	3	3
https://www.instagram.com/lacountybos?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	2	2
https://twitter.com/lacountybos?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	2	2

Link URL	Unique Clicks	Total Clicks
https://bos.lacounty.gov/executive-office/?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	2	2
https://www.facebook.com/LACountyBOS?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	1	1
https://www.linkedin.com/company/lacountybos/?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	0	0

Subject: Your Voice Matters for LA County's Budget Transparency! Share Your Thoughts in Our Survey!

Sent: 11/10/2025 11:44 AM PST

Sent By: jchan@oig.lacounty.gov

Sent To: Subscribers of BOS - COMMSERV_Citizens Redistricting Commission, BOS - EO - All BOS Staff, BOS - Executive Office News & Announcements, BOS - Governance Reform Task Force, BOS - LA County Citizens Redistricting Commission CRC Subscribers, BOS - Measure G Updates, or BOS - Office of Inspector General



Email Delivery Stats

Minutes	Cumulative Attempted
3	88%
5	88%
10	89%
30	97%
60	99%
120	99%

Delivery Metrics - Details

30,120 Total Sent

28,802 (96%) Delivered

0 (0%) Pending

1,318 (4%) Bounced

0 (0%) Unsubscribed

Bulletin Analytics

12,349 Total Opens

8529 (31%) Unique Opens

714 Total Clicks

535 (2%) Unique Clicks

16 # of Links

Delivery and performance

These figures represent all data since the bulletin was first sent to present time.

	Progress	% Delivered	Recipients	# Delivered	Opened Unique	Bounced/Failed	Unsubscribes
Email Bulletin	Delivered	95.5%	29,205	27,891	8529 / 30.6%	1,314	0
Digest	n/a	n/a	0	0	0 / 0.0%	0	0
SMS Message	Delivered	99.6%	915	911	n/a	4	n/a

Link URL

Unique Clicks
Total Clicks

https://www.surveymonkey.com/r/8XJCSLX?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	197	325
https://bit.ly/GRTFsurvey?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	160	203
https://translate.google.com/translate?hl=en&sl=en&tl=es&u=https%3A%2F%2Fcontent.govdelivery.com%2Faccounts%2FCALACOUNTY%2Fbulletins%2F3fad755&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	77	80
https://www.surveymonkey.com/r/8XJCSLX?lang=es&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	73	73
https://www.surveymonkey.com/r/8XJCSLX?lang=ko&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	5	10
https://public.govdelivery.com/accounts/CALACOUNTY/subscriber/edit?preferences=true#tab1	5	5
https://www.surveymonkey.com/r/8XJCSLX?lang=hy&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	4	4
https://www.instagram.com/lacountybos?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	4	4
https://content.govdelivery.com/accounts/CALACOUNTY/bulletins/3fad755?reqfrom=share	3	3
https://www.linkedin.com/company/lacountybos/?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	3	3
https://twitter.com/lacountybos?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	3	3
https://www.youtube.com/c/LACountyBOS?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	3	3

Link URL	Unique Clicks	Total Clicks
https://www.facebook.com/LACountyBOS?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	3	3
https://bos.lacounty.gov/executive-office/?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	2	2

Subject: REMINDER: Your Voice Matters for LA County's Budget Transparency! Share Your Thoughts in Our Survey!

Sent: 11/17/2025 12:16 PM PST

Sent By: BHernandez@bos.lacounty.gov

Sent To: 33 Topics



Email Delivery Stats

Minutes	Cumulative Attempted
3	88%
5	88%
10	89%
30	97%
60	99%
120	99%

Delivery Metrics - Details

34,099 Total Sent

32,812 (96%) Delivered

0 (0%) Pending

1,287 (4%) Bounced

0 (0%) Unsubscribed

Bulletin Analytics

13,347 Total Opens

9413 (30%) Unique Opens

706 Total Clicks

530 (2%) Unique Clicks

16 # of Links

Delivery and performance

These figures represent all data since the bulletin was first sent to present time.

	Progress	% Delivered	Recipients	# Delivered	Opened Unique	Bounced/Failed	Unsubscribes
Email Bulletin	Delivered	96.1%	32,570	31,287	9413 / 30.1%	1,283	0
Digest	n/a	n/a	0	0	0 / 0.0%	0	0
SMS Message	Delivered	99.7%	1,529	1,525	n/a	4	n/a

Link URL

Unique Clicks
Total Clicks

https://www.surveymonkey.com/r/8XJCSLX?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	170	273
https://bit.ly/GRTFsurvey?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	139	162
https://translate.google.com/translate?hl=en&sl=en&tl=es&u=https%3A%2F%2Fcontent.govdelivery.com%2Faccounts%2FCALACOUNTY%2Fbulletins%2F3fbd596&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	82	96
https://www.surveymonkey.com/r/8XJCSLX?lang=es&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	78	83
https://www.surveymonkey.com/r/8XJCSLX?lang=ko&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	9	15
https://www.youtube.com/c/LACountyBOS?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	8	15
https://twitter.com/lacountybos?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	8	11
https://www.surveymonkey.com/r/8XJCSLX?lang=hy&utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	6	10
https://www.facebook.com/LACountyBOS?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	7	9
https://bos.lacounty.gov/executive-office/?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	6	8
https://www.instagram.com/lacountybos?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	6	8
https://public.govdelivery.com/accounts/CALACOUNTY/subscriber/edit?preferences=true#tab1	4	6

Link URL	Unique Clicks	Total Clicks
https://www.linkedin.com/company/lacountybos/?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=	3	6
https://content.govdelivery.com/accounts/CALACOUNTY/bulletins/3fb596?reqfrom=share	4	4