

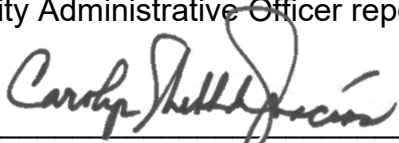
0220-00540-1722

TRANSMITTAL

TO The City Council	DATE 4/30/2025	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Proposed Interagency agreement between the Los Angeles Housing Department (LAHD)
and the Housing Authority of the City of Los Angeles (HACLA),
for professional environmental services**

Transmitted for your consideration.
See the City Administrative Officer report attached.



MAYOR

(Carolyn Webb de Macias for)

MWS:CV:02250108c

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: April 30, 2025

CAO File No. 0220-00540-1722

Council File No. 22-1011

Council District: Citywide

To: The Mayor

From: *Ylenda Chavez*
for Matthew W. Szabo, City Administrative Officer

Reference: Los Angeles Housing Department transmittal dated April 10, 2025; Received by the City Administrative Officer on April 10, 2024; Additional information received through April 24, 2025

Subject: **REQUEST FOR AUTHORITY TO NEGOTIATE AND EXECUTE A NEW INTERAGENCY AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES FOR THE PROVISION OF PROFESSIONAL ENVIRONMENTAL SERVICES AND TO UPDATE SERVICE FEES**

RECOMMENDATIONS

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

1. Authorize the General Manager of the Los Angeles Housing Department (LAHD), or designee, to:
 - a. Negotiate and execute an interagency agreement between LAHD and the Housing Authority of the City of Los Angeles (HACLA) for LAHD to provide professional environmental services to HACLA pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and other relevant federal, state, and local land use and environmental laws and regulations, for a one- year term effective on July 1, 2025 through June 30, 2026, with the option to extend for up to two additional one-year terms, for an annual amount not to exceed \$300,000, in substantial conformance with the attached agreement, and subject to the approval of the City Attorney as to form;
 - b. Update the service fees established in 2019 (C.F. No. 10-0398) for the preparation, enforcement, monitoring, and associated work done in obtaining appropriate environmental clearance certification for HACLA projects that are funded through U.S. Department of Housing and Urban Development (HUD) programs, to align the service fees with current salary and Cost Allocation Plan (CAP) rates; and

- c. Apply the fees for identical services to all other local grantees that also require HUD mandated environmental review services prior to execution of grant agreements and receipt of program funding from HUD.

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to negotiate and execute an interagency agreement between LAHD and the Housing Authority of the City of Los Angeles (HACLA) for LAHD to provide professional environmental services pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other relevant federal, state, and local land use and environmental laws and regulations for a one-year term effective on July 1, 2025 through June 30, 2026, with the option to extend for up to two additional one-year terms, for an annual amount not to exceed \$300,000. The most recent agreement (C-142621) between LAHD and HACLA for these professional environmental services will expire on June 30, 2025. The LAHD is also requesting to update the service fees to align the amount charged with current salary and Cost Allocation Plan (CAP) rates as follows:

LAHD Environmental Services Fee Schedule				
Level of Review	Cost	Cost Basis	Number	Total
NEPA Categorical Exclusion NST/CEQA Exemption	\$1,800	Per Project	4	\$7,200
NEPA Categorical Exclusion ST/CEQA Exemption	\$3,500	Per Project	18	\$63,000
NEPA Categorical Exclusion ST-RROF/CEQA Exemption	\$4,700	Per Project	4	\$18,800
NEPA Environmental Assessment-FONSI-AUGF/CEQA IS-ND	\$15,000	Per Project	11	\$165,000
NEPA Environmental Impact Statement (EIS)	\$45,000	Per Project	1	\$45,000
Total Per Year				\$299,000

The LAHD is also requesting to apply these fees to all U.S. Department of Housing and Urban Development (HUD) mandated environmental review services. Since 2018, the LAHD has maintained an agreement with HACLA for the provision of environmental review, clearance, and certification for HACLA projects that are funded through HUD (C.F. No. 10-0398). The proposed Interagency agreement for completion of the environmental review and approval process is necessary to secure federal funding for vouchers and public housing units, and other public housing programs as proposed in the HACLA Year 2025 Agency Plan and Five-Year Comprehensive Public Housing Agency Plan for Fiscal Years 2025-2029.

Under the 24 Code of Federal Regulations Part 58, LAHD is the designated responsible entity to undertake environmental review responsibilities for all HUD-funded activities in the City. The environmental services performed by LAHD staff under the proposed new interagency agreement will be reimbursed by HACLA and deposited into the Municipal Housing Finance Fund to offset labor costs associated with the HACLA environmental reviews.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. Payments received under the proposed interagency agreement between the Los Angeles Housing Department and the Housing Authority of the City of Los Angeles will be deposited into the Municipal Housing Finance Fund.

FINANCIAL POLICIES STATEMENT

The recommendations stated in this report comply with the City's Financial Policies in that the proposed agreement includes the reasonable cost of providing the service, including the direct operating and appropriate projected future costs.

MWS:CV:02250108c

Attachment

City of Los Angeles

Tiena Johnson Hall, General Manager
Tricia Keane, Executive Officer



LOS ANGELES HOUSING DEPARTMENT
1910 Sunset Blvd, Ste 300
Los Angeles, CA 90026
Tel: 213.808.8808

Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager
Craig Arceneaux, Acting Assistant General Manager

housing.lacity.gov

Karen Bass, Mayor

April 10, 2025

Council File: 10-0398
Council Districts: Citywide
Contact Persons: Shelly Lo: (213) 808-8879
Jinderpal Bhandal: (213) 272-2340
Craig Arceneaux: (213) 808-8967

Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Thomas Arechiga, Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT (LAHD) REQUEST FOR AUTHORITY TO NEGOTIATE AND EXECUTE A NEW INTERAGENCY AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES (HACLA) FOR LAHD'S PROVISION OF PROFESSIONAL ENVIRONMENTAL SERVICES AND AUTHORITY TO UPDATE THE FEES CHARGED BY LAHD FOR RESULTANT SERVICES

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, LAHD seeks approval and requests authority to enter into an interagency agreement with the Housing Authority of the City of Los Angeles (HACLA) for LAHD to provide professional services to prepare and process the approval of environmental documentation under the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and other relevant federal, state, and local environmental laws and regulations.

RECOMMENDATIONS

- I. That the Mayor review this transmittal and forward to the City Council for further action;
- II. That the City Council, subject to the approval of the Mayor:
 - A. AUTHORIZE the General Manager of the Los Angeles Housing Department (LAHD), or designee, to negotiate and execute an interagency agreement between LAHD and the Housing Authority of the City of Los Angeles (HACLA) for LAHD to provide professional environmental services for HACLA pursuant to

the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and other relevant federal, state, and local land use and environmental laws and regulations, for a one-year term from July 1, 2025, through June 30, 2026, with the option to extend for up to two additional one-year terms, for an annual amount not to exceed \$300,000 (Agreement), in substantial conformance with the draft Agreement attached (see Attachment B), and subject to the approval of the City Attorney as to form;

- B. AUTHORIZE LAHD to update the service fees established in 2019 (C.F. No. 10-0398) for the preparation, enforcement, monitoring, and associated work done in obtaining appropriate environmental clearance certification for HACLA projects that are funded through U.S. Department of Housing and Urban Development (HUD) programs. These updated fees will bring the amount charged for the services in alignment with current salary and Cost Allocation Plan (CAP) rates; and
- C. AUTHORIZE LAHD to apply the fees for identical services to all other local grantees that also require HUD-mandated environmental review services prior to the execution of a grant agreement with or to receive program funding from HUD.

BACKGROUND

Since 2018, LAHD has maintained an agreement with HACLA for provision of environmental review, clearance, and certification for HACLA projects that are funded through HUD programs. These professional services are provided pursuant to CEQA and NEPA, as well as other relevant federal, state, and local land use and environmental laws and regulations. The current agreement, authorized under Council File No. 10-0398, will expire on June 30, 2025 (City contract no. C-142621). Prior to the current contract's expiration, LAHD and HACLA are requesting authority to negotiate and execute a new interagency agreement so that LAHD can continue to provide HACLA with HUD-mandated environmental clearance documentation, ensuring that federal funds and vouchers necessary for preserving, enhancing, and expanding affordable housing and combating homelessness are not lost for lack of compliance with the noted regulations.

HACLA's annual budget exceeds \$1 billion from five main sources: HUD's annual operating subsidy, HUD's annual Capital Fund, Section 8 rental subsidies, public housing rent, plus other program and capital grants from various sources. Since its inception over 80 years ago, HACLA has grown to become one of the nation's leading public housing authorities. HACLA's portfolio represents over two-thirds of all affordable housing in the City of Los Angeles (City).

On January 12, 2021, the City Council and Mayor adopted a motion (C.F. No. 21-0046) that requested HACLA, in coordination with LAHD, to create a strategy to expand HACLA's acquisition program to 1,500 units by 2022, 5,000 units by 2025, and 10,000 units by 2030. In alignment with that motion and HACLA's 25-year Vision plan, Build Housing, Opportunity, People, Excellence (HOPE), HACLA has begun to expand the number of income- and rent-restricted affordable housing units within the City.

All planned activities assisted or to be assisted by HUD and the use of all HUD funds, including operating funds, are subject to CEQA, NEPA, and environmental review requirements as found in 24 CFR Part 58 and the related federal laws and authorities. In other words, every project must receive an environmental clearance from the designated responsible entity (RE), or HUD, before HACLA may begin work on the proposed activities.

Pursuant to 24 CFR § 58.4, LAHD is the designated RE and the Environmental Certifying Officer to assume HUD Environmental Responsibilities and is obligated to perform such environmental review services for HACLA.

Execution of this Agreement will allow for completion of the environmental review and approval process necessary to secure federal funding for vouchers and public housing units, plus other public housing programs as proposed in HACLA's Year 2025 Agency Plan and 5-Year Comprehensive Public Housing Agency Plan for Fiscal Years 2025-2029, approved by HUD.

Prior to entering into any future agreements for provision of professional services pursuant to CEQA, NEPA, and other relevant federal, state, and local land use and environmental laws and regulations, the City Council instructed LAHD to conduct a fee analysis of the full burden of costs for such services, in order to implement appropriate compensation to offset LAHD's actual expense.

LAHD completed the requested task, employing a task-based analytical approach to calculate the full cost of environmental review, clearance, and certification for HACLA projects, categorized by the level of review. These fees will bring the environmental services fees in alignment with the current salary costs and CAP rates for LAHD staff.

Table 1: Proposed Fees for Preparation of NEPA/CEQA Environmental Documents

TABLE 1, LAHD ENVIRONMENTAL SERVICES FEE SCHEDULE				
Level of Review	Cost	Cost Basis	Number	Total
NEPA Categorical Exclusion NST/CEQA Exemption	\$1,800	Per Project	4	\$7,200
NEPA Categorical Exclusion ST/CEQA Exemption	\$3,500	Per Project	18	\$63,000
NEPA Categorical Exclusion ST-RROF/CEQA Exemption	\$4,700	Per Project	4	\$18,800
NEPA Environmental Assessment-FONSI-AUGF/CEQA IS-ND	\$15,000	Per Project	11	\$165,000
NEPA Environmental Impact Statement (EIS)	\$45,000	Per Project	1	\$45,000
Total Per Year				\$299,000

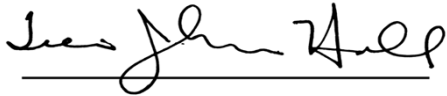
See "Attachment A" for an internal fee study that supports the above updates to the fees.

The term of the Agreement will commence on July 1, 2025, and end on June 30, 2026, under negotiated terms and conditions. HACLA has a budget of \$300,000 to pay for LAHD's services; the above number of projects was calculated based on projected need and in consideration of HACLA's budget. HACLA is expected to compensate LAHD for services rendered in an amount not to exceed \$300,000 annually for the duration of this Agreement. HACLA will reimburse LAHD for related expenses through payment of invoices issued by LAHD on a project-by-project basis. The services provided by LAHD under this Agreement will be funded by HACLA's proceeds from HUD.

FISCAL IMPACT

There is no impact to the General Fund. This Agreement is funded by HACLA's federal grant funds. LAHD Environmental staff assigned to HACLA projects are paid for by a combination of local, state, and federal funds. Payments received from HACLA under this contract will continue to be deposited into the MHFF Revenue Sub-account, Fund 815, as an applicable credit to offset direct labor costs associated with HACLA projects.

Approved By:

A handwritten signature in black ink, appearing to read "Tiena Johnson Hall", written over a horizontal line.

TIENA JOHNSON HALL

General Manager

Los Angeles Housing Department

ATTACHMENTS:

HACLA - ENV SERVICE - FEE STUDIES 2025_03182025

Attachment B - HACLA_Environmental Services_DRAFT

Notes:	Salary	Hourly Price	FY 2020-2021 Cost of Living Adj.	Est. Hourly Wage
1. "Base Salary per CADW Worker & Guard is \$200,000 - \$300,000."		\$6.67	1.02%	\$6.80
2. "New Superior salary per CADW Worker & Guard is \$200,000 - \$250,000."		72.8	1.02%	74.20
3. "New Assistant Supervisor & Assistant of 14,000 (8000 - 20,000) \$70,000 - 85,000."		\$8.40	1.02%	\$8.58
4. "New Supervisor & Guard is \$200,000 - \$250,000 per CADW Worker & Guard per hour."		86.7	1.02%	87.67
5. "Estimated - \$101,000 (8000 - 20,000) \$50,000 - 60,000."		63.58	1.02%	64.32

Other Cost	% of Grand Total
6. Columns 10: CAPAF (Program Benefits) 40.4% & General Services 13.73% (Notes for LEAD Labor Pooled staff - 62.12% & 50% from Strategists, 26.65% for the LEAD staff)	63.10%
7. Column 11: Advanced Lease & Parking - (Direct) (Total) (column 10)***	16.98%
8. Column 12: LEAD Salary - 20.88%	
9. Column 14: Totals per hour	
10. Column 15: Proposed per Hour, not expected to annual increase of expenses.	

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

THIS INTER-AGENCY AGREEMENT (“Agreement”) is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation acting by and through its Los Angeles Housing Department (“LAHD”) (also referred herein as “Responsible Entity”), and the Housing Authority of the City of Los Angeles, an incorporated public housing authority (“HACLA”) (collectively, “Parties” or individually, “Party”).

WITNESSETH

WHEREAS, HACLA maintains public housing under Section 9 of the United States Housing Act of 1937, and may elect to pursue housing projects and/or activities with federal financial assistance subject to the National Environmental Policy Act of 1969 (NEPA) and implementing regulations of the Council on Environmental Quality, including but not limited to the regulations at 40 CFR Parts 1500-1508, and implementing regulations of the U.S. Department of Housing and Urban Development (HUD), including but not limited to HUD’s regulations at 24 CFR Part 58; and

WHEREAS, as the recipient of federal financial assistance, HACLA may secure assistance for completing environmental reviews by the unit of general local government where the project is located as the Responsible Entity authorized to assume environmental review obligations pursuant to 24 CFR 58.2(a)(7)(ii)(B); and

WHEREAS, LAHD certifies it is authorized to: (1) assume responsibility for environmental review, decision making and action under NEPA and each provision of law designated in 24 CFR 58.5 applicable to any and all of the HUD financial assistance awarded to HACLA; and (2) execute the certification portion of HUD’s Request for Release of Funds (RROF) and certifications as set forth in 24 CFR 58.4, 58.13, and 58.71; and

WHEREAS, HACLA requested LAHD to complete the environmental review record with respect to HACLA’s projects or activities pursuant to the conditions and provisions set forth in this Agreement and LAHD accepts responsibilities to act as the responsible Federal agency under NEPA and the laws and authorities in 24 CFR 58.5 with respect to said projects and activities; and

WHEREAS, HACLA agrees to pay and the City agrees to accept an amount not to exceed a maximum cumulative compensation amount for all Projects under this Agreement of no more than Three Hundred Thousand Dollars (\$300,000); and

WHEREAS, on or about **Month Day,** 2025, the Los Angeles City Council authorized the City to enter into an agreement with HACLA for LAHD to provide environmental documentation services to HACLA as contemplated by this Agreement (Council File No. **10-0398**);

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth below, the City and HACLA agree as follows:

I. INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. HACLA, known as the Housing Authority of the City of Los Angeles, a public body, corporate and politic, having its principal office at 2600 Wilshire Boulevard, Los Angeles, California 90057.

§102. Representatives of the Parties and Service of Notices

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

- 1. The representative of the City shall be, unless otherwise stated in the Agreement:

Tiena Johnson Hall, General Manager
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

With copies at the same address to:

Ms. Shelly Lo
Environmental Supervisor

- 2. The representative of HACLA shall be:

Ms. Lourdes Castro Ramírez, President and CEO
Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard
Los Angeles, CA 90057

Contact email
(###) ###-####

With copies at the same address to:

Mr. Vath Kim
Capital Fund Administrator, Grant Management

- B. Formal notices, demands and communications to be given by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of the person is changed, written notice shall be given, in accord with this section, within five working days of the change.

§103. Relationship of Parties.

The relationship between City and HACLA under this Agreement shall not be construed as a joint venture, equity venture, partnership, or any other relationship other than as set forth herein. The Parties hereto agree that the performance of LAHD's services hereunder shall be in the capacity of an independent contractor and that no employee of LAHD and the City, on the one hand, and HACLA, on the other, has been, are, or shall be the employee of the other by virtue of this Agreement. None of the Parties to this Agreement shall have the authority to act as an agent of the other or to bind the other to any obligation with regards to this Agreement.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2025 and end June 30, 2026, with the option to extend for up to two additional one-year terms ("Term"). Said Term is subject to the provisions herein.

§202. Services to be Performed

- A. For each Project for which HACLA desires LAHD to prepare environmental documentation necessary for NEPA and/or CEQA clearance, HACLA shall provide to LAHD a written request for documentation ("Request for Documentation") which shall include, but not be limited to, the following: (i) the name of the Project, (ii) a purchase order ("P.O.") number, (iii) a complete description of the Project (including maps and photographs of such Project site and all related ancillary documents), (iv) a completed environmental checklist in the form previously provided by LAHD to HACLA, which is attached hereto as Exhibit "A", (v) the type of environmental documentation requested, and (vi) the check payment. Along with such Request for Documentation for a Project, HACLA shall arrange for any site visits/field reviews of such Project as may be required by LAHD.
- B. Upon receipt of the Request for Documentation and upon completion of any necessary site visits/field reviews for such Project by LAHD, LAHD shall prepare for and deliver to HACLA the appropriate environmental documentation necessary for approval and clearance of such Project under NEPA and/or CEQA, which shall include the preparation of NEPA and CEQA clearance letters (the "LAHD

Services”). Notwithstanding any provision to the contrary in this Agreement, HACLA hereby authorizes LAHD to act for HACLA in all matters as may be necessary to complete the LAHD Services. LAHD shall, in its sole discretion, have the right to reject any Project and not provide LAHD Services for such Project. If LAHD fails to respond to a Request for Documentation for a Project within ten (10) working days from receipt of such Request for Documentation, the Project shall be deemed so rejected by LAHD.

C. Unless otherwise specified, LAHD Services shall be defined as and limited to environmental documentation necessary for clearance of a Project pursuant to:

1. Preparation of Categorical Exemption under CEQA and/or a Categorical Exclusion under NEPA;
2. Preparation of Environmental Assessment (EA) under NEPA (or Initial Study under CEQA if applicable).
3. Technical assistance and consultant oversight for preparation of Environmental Impact Statement (EIS) under NEPA (or EIR under CEQA if applicable).

In no event shall LAHD Services be deemed to include the preparation or completion of any “special studies” (Phase I reports, lead base paint and asbestos surveys and historic assessment pursuant to National Historic Preservation Act, Section 106 (Protection of Historic Properties). Upon receipt by LAHD of a Request for Documentation, LAHD shall notify HACLA of whether such Project requires “special studies” for CEQA or NEPA clearance, and HACLA shall remain solely responsible for providing and paying for any such “special studies” as may be required for preparation of adequate and thorough documentation pursuant to CEQA and NEPA.

D. For each Project, LAHD shall complete the LAHD Services within a reasonable timeframe from receipt of a complete Request for Documentation for such Project and, if applicable, the receipt of any necessary “Special Studies” completed for such Project (the “Completion Time”). The Completion Time shall be extended by any additional time necessary for (i) any other agency or entity to approve, gather, process and transmit any information requested by the LAHD, (ii) the filing and posting, if requested by HACLA, of any documentation with the County of Los Angeles, (iii) the payment of any fees by HACLA to any third party with regards to a Project as requested by LAHD, and (iv) the identification and resolution of any unforeseen issues not caused by any actions of LAHD during the completion of the LAHD Services, including any site visits to the Project. Reasonable Completion Timelines for the proposed services are as follows:

1. NEPA Categorical Exclusions/CEQA Exemptions – 15 business days
2. NEPA Environmental Assessment/CEQA Initial Study – 60 business days

3. NEPA EIS/CEQA EIR – 180 business days

In the event LAHD cannot complete the LAHD Services by the Completion Time (including any extensions thereto), LAHD shall notify HACLA in writing before the end of such Completion Time citing reasons for the delay and an estimated completion date.

- E. The above services shall be performed in addition to LAHD's role as the Certifying Officer for the Responsible Entity (City of Los Angeles) pursuant to Section 102 of NEPA and 24 CFR Part 58.13.

III. PAYMENT & ACCEPTANCE/CANCELLATION

§301. Compensation and Method of Payment

- A. The Parties agree that the maximum cumulative compensation amount for all Projects under this Agreement shall be no more than Three Hundred Thousand Dollars (\$300,000).
- B. HACLA shall pay to City as compensation, the following fees, based on the level of review and type of environmental clearance required for each project ("Compensation").

Level of Review	Cost	Cost Basis	Number	Total
NEPA Categorical Exclusion NST/CEQA Exemption	\$1,800	Per Project	4	\$7,200
NEPA Categorical Exclusion ST/CEQA Exemption	\$3,500	Per Project	18	\$63,000
NEPA Categorical Exclusion ST-RROF/CEQA Exemption	\$4,700	Per Project	4	\$18,800
NEPA Environmental Assessment-FONSI-AUGF/CEQA IS-ND	\$15,000	Per Project	11	\$165,000
NEPA Environmental Impact Statement (EIS)	\$45,000	Per Project	1	\$45,000
Total Per Year				\$299,000

- C. The Compensation shall be upfront, due and payable upon receipt of a new request prior to the commencement of LAHD Services for a Project.
- D. The Compensation shall not include any fees to be paid to any party, other than City, in order to complete the LAHD Services. Any and all fees due and owing to any party other than City shall be paid separately to such party directly by HACLA. Any such fees are separate and in addition to the Compensation.

- E. If a project's level of review changes after fees are paid, LAHD will refund or bill the owner accordingly.

§302. Acceptance/Cancellation

- A. In the event HACLA deems the LAHD Services for a Project to be unacceptable or incomplete, HACLA shall notify LAHD in writing no later than five (5) business days from receipt of the documentation for such Project, such notice detailing the reasons for the incompleteness or unacceptability. LAHD shall work to resolve any such issues in a timely manner, provided, however, that HACLA may not deem LAHD Services unacceptable or incomplete due to any issues which are a result of any act or omission on the part of HACLA or any third party. In the event HACLA fails to notify LAHD as above-stated, the LAHD Services for a Project shall be deemed accepted.
- B. Prior to the commencement of LAHD Services for a Project, either HACLA or LAHD may in each of their sole discretion, cancel such Project without penalty. Any such Project cancelled prior to the commencement of LAHD Services shall be deemed cancelled upon receipt by HACLA or LAHD written notice from the other stating its desire to cancel the Project.
- C. In the event LAHD Services for a Project has commenced, HACLA may cancel work on such Project for any reason, provided, however, that HACLA shall compensate City on a pro-rata basis from the Compensation for the percentage of LAHD Services completed on such Project at the time LAHD is notified by HACLA in writing of such cancellation. In such event, LAHD shall issue to HACLA for such incomplete LAHD Services an invoice detailing the work completed prior to HACLA's cancellation and the pro-rata share of the Compensation due to City for such work completed.
- D. In the event LAHD Services for a Project has commenced, LAHD may, in its sole discretion, cancel completion of LAHD Services. In the event such cancellation is due to any act or omission on the part of HACLA, HACLA shall compensate City on a pro-rata basis for LAHD Services completed prior to such cancellation as set forth in Section C of this §302.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles

All titles or subtitles appearing in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or HACLA. The singular shall include the plural. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends, and holidays, unless otherwise specifically provided.

§402. Applicable Law, Interpretation and Enforcement

Each Party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles.

In any action arising out of this Agreement, the Parties consent to personal jurisdiction, and agree to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected.

§403. Excusable Delays

Neither Party shall be liable for its delay or failure to perform any obligation under and in accordance with this Agreement, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the Party or any of the Party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the Party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the Party shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Party and Subcontractor, and without any fault or negligence of either of them. In such case, the Party shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Party to perform timely. As used in this Agreement, the term "Subcontractor" means a subcontractor at any tier.

In the event the Party's delay or failure to perform arises out of a Force Majeure Event, the Party agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

§404. Ownership of Documents and Records

All documents produced under this Agreement and all records obtained from other agencies, all in connection with the LAHD Services, are agreed to be the property of HACLA, provided, however, that HACLA pays all compensation due to City in connection with LAHD Services provided for such documents and records. LAHD shall provide to HACLA all documents, records and reports for each Project accepted by LAHD. LAHD

shall be allowed to retain copies of all documents and all records obtained from other agencies.

§405. Indemnification

Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to the same agreement, as defined by Government Code Section 895. Accordingly, pursuant to Government Code Sections 895.4 and 895.5, the City and HACLA shall each assume the full liability imposed by law upon it, or any of its officers, agents or employees, for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement. The City and HACLA shall each indemnify and hold harmless the other party for any loss, cost, or expense that may be imposed upon such other party by virtue of Government Code Section 895.2. In the event of a third-party loss caused by negligence, wrongful act or omission of both parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated. The provisions of this paragraph survive expiration or termination of this Agreement.

§406. Dispute Resolution

- A. Either Party to this Agreement may invoke the dispute resolution procedure set forth herein. A matter shall be deemed to be in dispute upon receipt by one Party of a written declaration of dispute by the other Party. The declaration shall set forth the entire matter which is under dispute, the position claimed by the declaring Party, all supporting arguments, and the resolution proposed.
- B. All disputes shall first be submitted to informal dispute resolution between the HACLA Director of Housing Services, who also oversees Public Housing, and the LAHD Environmental Affairs Officer or their respective designees. These parties shall meet as many times as necessary to discuss and attempt resolution of the dispute.
- C. If the dispute has not been resolved within fifteen (15) working days of receipt of declaration of dispute, either Party may pursue any other remedy allowed at law or in equity.

§407. Complete Agreement: Severability

This Agreement contains the full and complete agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. This Agreement may be altered, modified or amended only in writing by all the Parties hereto.

V. ENTIRE AGREEMENT

§501. Complete Agreement

This Agreement contains the full and complete agreement between the Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

§502. Ratification Clause

Due to the need for the LAHD Services to be provided upon commencement of the Term, LAHD may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

§503. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signature

§504. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes **ten (10) pages and one (1)** Exhibit which constitute the entire understanding and agreement of the Parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

VI. SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and HACLA have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

Executed this _____ day of _____, 2025

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

Date: _____

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

ATTEST:

By: _____
Luz C. Santiago,
Assistant General Manager

PETTY F. SANTOS, Interim City Clerk

By: _____
Deputy City Clerk

Executed this _____ day of _____, 2025

For: Housing Authority of the City
of Los Angeles, an incorporated
public housing authority

Date: _____

By: _____
Marlene Garza
Chief Administrative Officer

By: _____
HACLA Legal Counsel

Internal Revenue Service ID: 95-6001623

Council File/CAO File Number: 10-0398; Date of Approval: Month Day, 2025

Said Agreement is Number _____ of City Contracts



EXHIBIT A

LOS ANGELES HOUSING DEPARTMENT ENVIRONMENTAL CHECKLIST FORM 101

The following information must be completed before an environmental assessment can be initiated.

For all public service projects, ONLY answer questions 1-6 (except lot parcel #). For all other projects, answer all questions completely.

1. **PROJECT NAME** _____

2. **WAS THIS PROJECT PREVIOUSLY FUNDED UNDER ANOTHER NAME?** ☐ Yes ☐ No

If yes, what was its previous Name or Names? _____

3. **PROJECT LOCATION/ADDRESS** _____

Zip Code _____ Council District # _____ Site Census Tract # _____

Closest Cross Street/s _____ Lot Parcel # _____

4. **PROJECT CONTACT**

	Agency Contact Person	City Project Monitor
Name:	_____	_____
Address:	_____	_____
	_____	_____
Tel. #:	_____	_____
Fax # :	_____	_____
Email Address	_____	_____

5. PROJECT DESCRIPTION (Please provide: 1. A detailed description of the project activities e.g., specify if project involves ongoing activities, acquisition, rehabilitation, demolition, new construction - **this is very important!** 2. Construction timeline and if in phases e.g., demo, site clearance, haul route permit, and building erection. 3. Project components/ strategies to help promote sustainability for project to be more economically competitive, inclusive, and energy efficient. 4. Operational Characteristics? (hours of operation and functions)

6. FUNDING AMOUNT & SOURCES Total Project Cost

\$ _____

(Please list **ALL** sources of funding individually, including public & private funds.)

Funding sources _____ Funding Amount \$ _____ Funding Year _____

Funding sources _____ Funding Amount \$ _____ Funding Year _____

Funding sources _____ Funding Amount \$ _____ Funding Year _____

Funding sources _____ Funding Amount \$ _____ Funding Year _____

Funding sources _____ Funding Amount \$ _____ Funding Year _____

(CDBG, HOME, HHH, SECTION 8 PBV, TCAC 9%, 4%, HOPWA, ESG, SECTION 108, New Market Tax Credit...etc.)

7. PHASE I & II ENVIRONMENTAL ASSESSMENT REVIEWS

Is the Phase I Assessment completed? ☐ Yes ☐ No (if yes, please attach the Phase I Environmental Report)

Is the Phase I Assessment current (within 180 days)? ☐ Yes ☐ No

Is the updated Phase I Assessment Attached? ☐ Yes ☐ No

Does the Phase I suggest for a Phase II or additional assessment? ☐ Yes ☐ No

If suggested, is the Phase II or additional assessment completed? ☐ Yes ☐ No (if yes, please attach the reports)

8. HISTORIC REVIEW Age of building _____ Original date of construction _____

(A copy of the building permit MUST be attached to this checklist.)

Is the building located in a historic site? ☐ Yes ☐ No

Is the site located in a historic district? ☐ Yes ☐ No

9. **PLANNING** Name of City Planner consulted _____ Date _____ Tel # _____

Entitlements needed for project? ☐ Yes ☐ No

Does the project comply with the district plan? ☐ Yes ☐ No District Plan Name _____

Will there be a zone change? ☐ Yes ☐ No Current Zone _____

Will project cause a change use in site? ☐ Yes ☐ No Current Use _____

Is site located in a Redevelopment area? ☐ Yes ☐ No

Is site located in a flood zone? ☐ Yes ☐ No Does agency have flood insurance? ☐ Yes ☐ No
If Yes, please attach copy of insurance.

ENVIRONMENTAL CEQA STATUS (Per City Planner, please check only ONE and attach compliance documents.)

- ☐ Ministerial (CEQA does not apply-no Planning action required, please attach confirmation from City Planner)
- ☐ Categorically Exempt – Include Notice of Exemption (completed by City Planner)
- ☐ Negative Declaration** -- Include Notice of Determination (NOD) if applicable
- ☐ Mitigated Negative Declaration** -- Include NOD if applicable
- ☐ Environmental Impact Report** -- Include Findings, MMP, and NOD
- ☐ Reconsideration of previous Environmental Review**

*** (Please provide the following information for all filed cases)*

Case Number: _____

- Date Filed: _____
- Date Completed: _____
- End of Comment Period: _____
- Date Adopted/ Certified: _____
- Date Filed with County Clerk: _____
- Exhausted All Appeals Date: _____

10. **ARE THE FOLLOWING ACTIVITIES PROPOSED FOR YOUR PROJECT?**

REHABILITATION OF BUILDINGS BUILT PRIOR TO 1978?

☐ Yes ☐ No (If yes, please attach BOTH Asbestos Survey & Lead-Based Paint Survey)

DEMOLITION?

☐ Yes ☐ No (If yes, please attach demolition plan/evidence that one is being prepared)

DEMOLITION OF BUILDINGS/STRUCTURES BUILT PRIOR TO 1978?

☐ Yes ☐ No (If yes, please attach BOTH Asbestos Survey & Lead-Based Paint Survey)

RELOCATION?

☐ Yes ☐ No (If yes, please attach relocation plan)

NEW CONSTRUCTION?

☐ Yes ☐ No (If yes, please attach soil report)

11. **ARE ANY OF THE FOLLOWING PRESENT AT THE PROJECT SITE?**

California Oak Trees? ☐ Yes ☐ No
(If yes, attach color photos)

Storage Tanks? (Underground/above ground) ☐ Yes ☐ No

Transformers? ☐ Yes ☐ No

12. **ENVIRONMENTAL NOISE**

Will the site have an environmental noise problem?
(Close to airport, railroad, freeway, etc.)

☐ Yes ☐ No

Are there any noise sensitive land uses in the immediate area?

☐ Yes ☐ No

(E.g., convalescent home, residences, parks, libraries, etc. as defined by the Noise Element of the City's General Plan?)

13. **SITE PHOTOS OF THE BUILDING?** (color required)

☐ Front ☐ Back ☐ Left ☐ Right
☐ Architectural features

14. **SITE PHOTOS OF THE AREA** (color required)

☐ Each building on the same block ☐ Up the block
☐ Down the block ☐ Across the street ☐ Historical Points of Interest (within 1/2 mile radius)

**PACKAGE THE FOLLOWING ENVIRONMENTAL/ HISTORIC REVIEW SUPPORTING DOCUMENTS &
FORWARD TO ENVIRONMENTAL REVIEW SECTION**

Signed Environmental Checklist

☐ Completed

ZIMAS Report

☐ Completed

Building Permit

☐ Completed

All Photos

☐ Completed

Phase I/II Site Assessments

☐ Completed

Zoning Compliance (i.e. EIR, MND or CEQA Exemption)

☐ Completed ☐ Pending

Asbestos Report (if applicable)

☐ Completed ☐ Pending

Lead-Based Paint Report (if applicable)

☐ Completed ☐ Pending

Soil Report (if applicable)

☐ Completed ☐ Pending

Flood insurance (if applicable)

☐ Completed ☐ Pending

Relocation Plan (if applicable)

☐ Completed ☐ Pending

Demolition Plan (if applicable)

☐ Completed ☐ Pending

Submitted by: _____
Print Name & Title

Date: _____

Signature

Questions regarding the Environmental Checklist should be referred to Shelly Lo - shelly.lo@lacity.org