

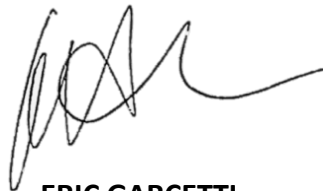
TRANSMITTAL

To: **THE COUNCIL**

Date: **08/30/22**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in black ink, appearing to read 'Eric Garcetti', with a stylized, flowing script.

(Andre Herndon) for

ERIC GARCETTI
Mayor

Ann Sewill, General Manager
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager
Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager

City of Los Angeles



Eric Garcetti, Mayor

July 28, 2022

LOS ANGELES HOUSING DEPARTMENT
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017
Tel: 213.808.8808
housing.lacity.org

Council File: 10-0398
CD: Citywide
Daniel Huynh: (213) 808-8901
Edwin C. Gipson: (213) 808-8597
Jinderpal S. Bhandal: (213) 808-8558

Honorable Eric Garcetti
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO NEGOTIATE AND EXECUTE A NEW INTERAGENCY AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES FOR PROVISION OF PROFESSIONAL ENVIRONMENTAL 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 inter-agency agreement with the Housing Authority of the City of Los Angeles (HACLA) for the preparation and processing for 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 LAHD, or designee, to negotiate and execute an inter-agency agreement between LAHD and 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 environmental laws and regulations, for a term of one year retroactive to July 1, 2022 with the option to renew for two additional one-year periods, pending on funding availability. The combined sum of the contract compensation is not to exceed \$300,000, in substantial conformance with the draft agreements in Attachment B to this report and subject to the approval of the City Attorney as to form and in compliance with the City's contracting requirements;

- B. 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; and,
- C. DIRECT LAHD to conduct a new fee analysis of the fully burdened cost to provide professional environmental services required under CEQA, NEPA and other relevant federal, state, and local environmental laws and regulations in year 2025 prior to entering into any future agreements for such services.

BACKGROUND

Since 2018, LAHD has maintained an agreement with the Housing Authority of the City of Los Angeles (HACLA) for provision of environmental review, clearance and certification for HACLA projects that are funded through U.S. Department of Housing and Urban Development (HUD) programs. These professional services are provided pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and the other relevant Federal, State, and Local environmental laws and regulations. The most recent agreement (C.F. No. 10-0398) expired on June 30, 2022 (City Contract No. C-133960).

To avoid further gaps in services, LAHD and HACLA are requesting authority to negotiate and execute a new inter-agency 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.

Additional funding will be added for LAHD services to include the preparation or completion of 36 CFR Part 800 (Protection of Historic Properties), which is commonly referred to as Section 106 of the National Historic Preservation Act (NHPA) of 1966, reviews that may be required for CEQA and NEPA clearance. Section 106 reviews are to minimize the potentially adverse effects of federally-funded rehabilitation on properties with significant historic value. Timely reviews are integral for the processing for environmental review and approval of HACLA's Comprehensive Grant-funded and related projects, subject to the requirements of NEPA.

On January 12, 2021, the Council adopted a motion (C.F. No. 21-0046, the "Motion"), which requested that the HACLA, in coordination with LAHD, 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 the Motion and the HACLA's 25-year Vision plan, *Build Housing, Opportunity, People, Excellent (HOPE)*, HACLA has begun to expand the number of income- and rent-restricted affordable housing units within the City of Los Angeles.

HACLA's annual budget exceeds \$1 billion, and is comprised primarily of HUD's annual operating subsidy, annual Capital Fund, Section 8 rental subsidies, public housing rent and other HUD grants to provide public housing assistance. 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 Part 58, LAHD, as the local RE, is tasked to assume HUD Environmental Responsibilities to perform environmental reviews for all HUD funded activities within the City of Los Angeles, hence, is obligated to perform such environmental review services for HACLA.

LAHD and HACLA wish to continue the collaboration and enter into a new inter-agency agreement for a term of one year, retroactive to July 1, 2022, with the option to renew for two additional one-year periods. HACLA will contribute \$300,000 to this agreement and 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. Execution of this agreement will enable cost recovery for LAHD professional services provided to HACLA and expedite the processing for environmental review and approval of HACLA's Comprehensive Grant-funded and related projects, subject to the requirements of NEPA.

Prior to entering into any future agreements in year 2025 for provision of professional services pursuant to the CEQA, NEPA, and other relevant federal, State, and local land use and environmental laws and regulations, LAHD will conduct a new fee analysis of the fully burdened cost for such services to implement appropriate compensation to offset LAHD's actual expense.

FISCAL IMPACT

There is no fiscal impact to the General Fund. This agreement is funded by HACLA's federal grant funds. LAHD environmental staff assigned to HACLA projects are paid by a combination of local, federal, and state funds. Payments received from HACLA under this contract will continue to be deposited into Fund 815 - Municipal Housing Finance Fund as an applicable credit to offset direct labor cost associated with HACLA projects.

Approved By:

A handwritten signature in dark ink, appearing to read "Ann Sewill", written over a horizontal line.

ANN SEWILL
General Manager
Los Angeles Housing Department

ATTACHMENT:

LAHD-HACLA_Pro Forma

PROFESSIONAL SERVICES AGREEMENT

Contractor: Housing Authority of the City of Los Angeles

Title: Environmental Review Services

Said Agreement is Number _____ of City Contracts

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, Year**, 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. **XX-XXXX**);

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:

Ann Sewill, General Manager
Los Angeles Housing Department
1200 West Seventh Street, Ninth Floor
Los Angeles, CA 90017

With copies at the same address to:

Ms. Shelly Lo
Environmental Specialist III

- 2. The representative of HACLA shall be:

Mr. Douglas Guthrie, President and CEO
Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard
Los Angeles, CA 90057

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, 2022 and end June 30, 2023, with the option to renew for two additional one-year periods. ("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 HCID 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, HCID 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	\$ 1,250	Per Project	8	\$ 10,000
NEPA Categorical Exclusion ST/ CEQA Exemption	\$ 2,500	Per Project	14	\$ 35,000
NEPA Environmental Assessment (EA) FONSI/CEQA IS-ND	\$11,500	Per Project	10	\$115,000
NEPA Environmental Impact Statement (EIS)	\$40,000	Per Project	1	\$ 40,000
Total (Estimate Only)			33	\$200,000

- 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 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.

§502. 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.

§503. 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.

VI.
ENTIRE AGREEMENT

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

APPROVED AS TO FORM:

Executed this ____ day of _____, 2022

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By _____
Assistant/Deputy City Attorney

Ann Sewill
General Manager
Los Angeles Housing Department

Date: _____

By: _____
Luz C. Santiago
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

Executed this ____ day of _____, 2022

For: HOUSING AUTHORITY OF THE
CITY OF LOS ANGELES

By: _____
Marlene Garza
Chief Administrative Officer

By: _____
Legal Counsel

Internal Revenue Service ID: 0000288546

Council File/CAO File Number: **XX-XXXX**; Date of Approval: **Month Day, Year**

Said Agreement is Number _____ of City Contracts

Exhibit “A”

(Attached)



EXHIBIT A
HOUSING AND COMMUNITY INVESTMENT 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?**

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?
(E.g., convalescent home, residences, parks, libraries, etc. as defined by the N

☐ 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 Signature

Date: _____

Questions regarding the Environmental Checklist should be referred to Shelly Lo 213-808-8879