

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF COMMERCE**

**FOR LEAD-BASED PAINT HAZARD MITIGATION PROGRAM MANAGEMENT
SERVICES LEAD-PAINT SAFE PROGRAM**

This Memorandum of Understanding (MOU) is being entered this _____ of _____, 2020, by and between the County of Los Angeles (County), by and through the Los Angeles County Development Authority (LACDA) acting as its agent and the City of Commerce (City) and collectively referred to herein as the “Parties,” and individually as “Party”.

I. PURPOSE

The purpose of this MOU is to detail the agreement between the County, by and through the LACDA, and the City for the provision of lead-based paint hazard mitigation program services for the mitigation of homes affected by the Exide Technologies battery recycling plant located in the City of Vernon (Exide Area Program), which includes the Cities of Bell, Maywood, Commerce, Huntington Park, Los Angeles, Vernon, and unincorporated areas of East Los Angeles. County wishes to collaborate with the City in facilitating the Exide Area Program within the City’s boundaries.

Through a Countywide lead remediation program, this MOU also authorizes the provision of lead-based paint hazard mitigation program services for the other homes within the City boundaries in which the presence of lead-paint hazards are identified. These programs are collectively known as the County of Los Angeles Lead Free Homes LA Program.

Program services to be undertaken by the County will include the performance or arranging for the performance of the deliverables described herein. The activities to be performed as part of this MOU will include outreach to ensure enrollment of residential properties into the program and testing and mitigation, as required, of any lead-based paint hazards. Both single- and multi-family residential units may be provided with mitigation services under the Program. The residential units will be identified through the enrollment and lead assessment process. In addition, individuals and families may be relocated and receive case management services while the mitigation activities are underway. Through the partnership established with City through this MOU, the County will be responsible for program administration, implementation, oversight and administration of consultant and construction contracting services, as needed, and final inspections/clearances of mitigated properties. This MOU authorizes the County by and through the LACDA acting as its agent to administer, manage, facilitate, and implement the within the City's boundaries. All references to the County shall also be applicable to the LACDA, acting as its agent.

II. BACKGROUND

As part of its settlement of a lawsuit related to the 2015 Aliso Canyon natural gas leak, Southern California Gas Company will make various payments to the County of Los Angeles. One of those payments is for the mitigation of lead-based paint hazards from the interior and exterior of residential structures in the communities surrounding the now closed Exide Technologies, Inc. lead-acid battery recycling facility (Facility) located in the City of Vernon. The California State

Department of Toxic Substances Control (DTSC) is conducting lead-contaminated soil removal from properties in the surrounding communities. The activities performed for this program will be coordinated with DTSC to ensure properties are targeted for enrollment after the completion of the soil removal and mitigation activities conducted by DTSC.

The County has also received approximately \$134 million in funds for the remediation of lead paint hazards in the interior and exterior of residential buildings that test positive for lead contamination. This Countywide Program will provide lead-paint mitigation services to residential buildings in cities and unincorporated areas of Los Angeles County. The program will prioritize targeted communities that are overburdened with environmental hazards, where there is a large pre-1951 housing stock, high prevalence of low-income families, and a significant population of young children.

III. COUNTY RESPONSIBILITIES

1. Solicit and acquire contractors, consultants, and any other resources required to perform any deliverables not directly provided by LACDA personnel to perform mitigation of lead-based paint hazards from the interior and exterior of residential structures within City jurisdiction.
2. Coordinate outreach and enrollment activities in the impacted communities within City jurisdiction.
3. Track enrollment of specific properties, testing and results, specific hazard mitigation services performed at the location, clearances, expenditures, payments, and other data determined necessary.
4. Coordinate testing activities consistent with a plan developed and jointly approved by the County and the City.
5. Notify property owners and other parties of testing findings. Where actionable lead-based hazard mitigation is warranted, coordinate with the property owners and other parties to determine the necessary lead hazard mitigation work.
6. Conduct, through contractors or consultants, the lead-based paint hazard mitigation of any property for which permission to perform the work has been granted. As necessary, individuals and families will be temporarily relocated and receive advisory and support services and compensation for all eligible out-of-pocket temporary relocation expenses while the mitigation activities are underway.
7. Provide for final inspection/clearance of completed work by a contractor or consultant that is independent from the lead-based paint hazard mitigation tasks.
8. Once outreach has commenced in the City's jurisdiction, provide quarterly reports on activities conducted during that time period.
9. The County shall pay for all the costs associated with the activities listed in this Section.

IV. CITY RESPONSIBILITIES

1. Authorize consent to the County, and its agent LACDA, to transact all business related to the Program within the City jurisdiction.
2. Cooperate to undertake and allow the County to provide lead-based paint hazard mitigation program services for the mitigation of homes in the City's jurisdiction.
3. Collaborate with the County on an outreach plan to ensure enrollment of residential properties into the Program.
4. Provide referrals to other available related programs that provide for enhancement of safety and functionality of living conditions, stabilization of neighborhoods, energy and cost efficiencies, and other initiatives for which the homeowner and/or landlord/tenant are eligible. Where appropriate, the City, in collaboration with the County, shall coordinate with City's departments and community partners to identify the City's related programs and assist the homeowner and/or landlord/tenant to enroll in such programs.
5. Provide expedited and priority building and safety code permitting to contractors performing mitigation services at residential properties being assisted under this program.
6. Provide direction to the County in areas relating to policy, information, and procedural requirements regarding building codes and other pertinent requirements that apply to the implementation of this program in the City's jurisdiction.

V. TERM OF MOU

The term of this MOU shall commence upon date of execution of this MOU by both the parties. The Exide funding will be available for mitigation services through June 30, 2022 and the Countywide funding will be available for up to 12-month period to be determined by LACDA, unless sooner terminated or extended, in whole or in part, as provided herein.

VI. COUNTY AND CITY MUTUAL RESPONSIBILITIES

The County and the City will share information in accordance with applicable State and federal laws and regulations and implement specific procedures as may be necessary to enable each party to perform its duties and functions as required by law and under this MOU.

VII. COMPENSATION/BUDGET

There will be no compensation to the City for work described in this MOU.

VIII. CONFIDENTIALITY

The County and City shall maintain the confidentiality of all clients' records and information, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directive regarding confidentiality. The County and City shall inform all its officers, managers, supervisors, employees, and agents accessing the data hereunder of the confidentiality requirements of this MOU. The County and City will not disclose records or information pertaining to the properties receiving environmental review services, except as required or permitted by law.

IX. INDEMNIFICATION

The City shall be responsible for and shall defend and hold harmless and indemnify the County of Los Angeles, its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the City arising out of or in connection with the services, work, operation or activities of the City, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

The County of Los Angeles shall be responsible for and shall defend and hold harmless and indemnify the City of Commerce, its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the County arising out of or in connection with the services, work, operation or activities of the County, its agents, employees, and officials, in relation to the rendition of services pursuant to this MOU.

X. TERMINATION

Either Party may terminate this MOU at any time, with or without cause, upon providing at least 30 calendar days advance written notice to the other Party. Any written notice of termination shall state the date that termination shall become effective.

XI. AMENDMENTS

It is mutually agreed that this MOU may be modified or amended by mutual consent, and such modification shall be in writing and effective upon the execution of a written amendment to this MOU by both parties hereto.

XII. DESIGNATION OF RESPONSIBLE PARTIES

The following persons, identified by position and title, have been designated as the responsible parties for all communications, including required notices, related to the MOU:

CITY

Edgar Cisneros, City Manager
City of Commerce
2535 Commerce Way
Commerce, CA 90040
(323) 722-4805
ECisneros@ci.commerce.ca.us

COUNTY

Linda Jenkins, Assistant Director
LACDA
Community & Economic Development Division-Grants Management Unit
700 W. Main Street
Alhambra, CA 91801
(626) 586-1765
Linda.Jenkins@lacda.org

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign and are in agreement with all terms and conditions and hereby the MOU is being executed by the following parties as this ____ day of _____, 2020.

COUNTY OF LOS ANGELES

By _____
EMILIO SALAS, Acting Executive Director
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

CITY OF COMMERCE

By _____
MAYOR OR DESIGNEE

ATTEST:

City Clerk

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

APPROVED AS TO FORM:

By _____
City Attorney