

APPROVED

OCT 21 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-171

DATE October 21, 2021

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VALLEY PLAZA PARK – MEMORANDUM OF UNDERSTANDING FOR LICENSE WITH THE LOS ANGELES DEPARTMENT OF WATER AND POWER FOR THE NORTH HOLLYWOOD WEST WELLHEAD TREATMENT PROJECT; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(6) [CONSTRUCTION OF ACCESSORY STRUCTURES] AND CLASS 4(7) [ISSUANCE OF A LICENSE TO USE LAND INVOLVING MINOR ALTERATIONS TO THE CONDITION OF THE LAND] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15303(e) AND 15304 OF CALIFORNIA CEQA GUIDELINES

AP Diaz _____ M. Rudnick _____
H. Fujita _____ fur C. Santo Domingo DF
J. Kim _____ N. Williams _____

M. Shue
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

- 1. Approve the Memorandum of Understanding for License (MOU) substantially in the form on file in the Board of Recreation and Park Commissioners (Board) Office and as attached to this Report as Exhibit B, between the Department of Recreation and Parks (RAP) and the Los Angeles Department of Water and Power (LADWP) for the use of 0.1 acres of RAP property at Valley Plaza Park, for the installation and maintenance of security fencing with a term of twenty (20) years; subject to the approval of the City Attorney as to form;
2. Determine that the proposed Project, consisting of the construction of accessory structures and issuance of a license to use land involving minor alterations to the condition of the land, is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(6) [Construction of accessory structures] and Class 4(7) [Issuance of a license to use land involving minor alterations to the condition of the land] of City CEQA Guidelines and Article 19, Sections 15303(e) and 15304 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
3. Authorize RAP’s Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE;

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4. Authorize the Board President and Secretary to execute the MOU upon receipt of the necessary approvals;
5. Authorize RAP staff to issue an extension to temporary revocable Right-of-Entry (ROE) Permit No. 854 to LADWP and/or the contractor selected for the construction of the Project as described in this Report; and
6. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Valley Plaza Park is located at 12240 Archwood Street in the North Hollywood community of the City. Valley Plaza is a 77.64-acre park that provides multipurpose fields, basketball and tennis courts, children's play areas, a recreation center, and a swimming pool for the use of the local community. Approximately 8,963 residents live within one-half mile walking distance of Valley Plaza Park. Due to the facilities, features, programs, and services it provides, Valley Plaza meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

Approximately 6.94 acres of Valley Plaza Park is located on LADWP property, under license to RAP as of January 24, 1986 (Exhibit A).

THE NORTH HOLLYWOOD WEST WELLHEAD TREATMENT (NHWWT) PROJECT

The NHWWT Project is located on the LADWP North Hollywood West Well Field property that is adjacent to Valley Plaza Park (Exhibit B). The NHWWT Project is an important part of LADWP's effort to ensure safe, high quality drinking water. Cleaning the San Fernando Groundwater Basin (SFB) is critical to producing 50 percent of Los Angeles's water locally by 2035, a goal of the Mayor's Sustainability City Plan. The NHWWT Project is the first of several LADWP SFB remediation projects that aims to clean and allow use of the full SFB by 2022. The NHWWT Project is being designed and managed by LADWP, with funding provided by Proposition 1 Integrated Regional Water Management. On June 21, 2017, RAP staff issued Right-of-Entry (ROE) Permit No. 854 to LADWP for the use of a laydown area within Valley Plaza Park that is needed to store soil, construction equipment, and trailers for the construction of the NHWWT Project. Construction on the NHWWT Project started on August 7, 2017, and is expected to be completed by Fall 2022.

The NHWWT Project site will be secured on all sides by a security fence. The installation and maintenance of such fence is intended to protect the groundwater remediation treatment plant at the neighboring LADWP-owned property, known as the North Hollywood West Well Field (NHW), as well as the public in connection thereto.

RAP received a written request from LADWP for an MOU for the installation and maintenance of an 8-foot high, 410-foot long, security fence, located approximately 8 feet north of the northern property line of the NHW and northerly to the NHW entrance gate, and for the installation and maintenance of a 16-foot high, 58-foot long, security fence, located approximately 10 feet

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south of the southern NHW property line and southerly to the NHW entrance gate. The purpose of this request, and of the proposed location of the new fencing, is to also allow for the preservation of 15 mature Pepper Trees, located on the current property line (Exhibit B).

The MOU subject property is labeled and described as Area 1 (4,035 square-feet) and Area 2 (612 square-feet) as shown in Exhibit B attached. The gross area is estimated to be 4,647 square feet or 0.1 acres.

As previously noted, RAP staff issued LADWP Right-of-Entry (ROE) Permit No. 854 (Exhibit C) for the use of a laydown area within Valley Plaza Park that is needed for the construction of the NHWWT Project. RAP is also requesting authority to grant LADWP an extension to ROE No. 854 (Exhibit C) for the duration of the construction of the NHWWT Project.

TREES AND SHADE

The approval of this MOU will have no impact on existing trees or shade at Valley Plaza Park. It would allow for the preservation of 15 mature Pepper Trees, which otherwise would need to be removed in order to accommodate the installation of LADWP's security fence.

ENVIRONMENTAL IMPACT

The proposed Project consists of construction of accessory structures and issuance of a license to use land involving minor alterations to the condition of the land. As such, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(6) and Class 4(7) of City CEQA Guidelines and Article 19, Sections 15303(e) and 15304 of California CEQA Guidelines. RAP staff will file an NOE with the Los Angeles County Clerk upon Board's approval.

The Board of Water and Power Commissioners approved the NHWWT Project and adopted an Initial Study/Mitigated Negative Declaration on August 1 2017. A Notice of Determination (NOD) was filed with the Los Angeles County Clerk on August 4 2017. As the scope of the NHWWT Project has not changed since the NOD was filed, no further CEQA action is required.

FISCAL IMPACT

The approval of the MOU will have no fiscal impact on RAP's General Fund as LADWP will bear all costs associated with this action.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: Safe and welcoming environments at all parks

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Result: 15 mature Pepper Trees adjacent to Valley Plaza park will be able to be preserved.

This report was prepared by Bryan Miller, Management Analyst, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – LADWP Valley Plaza License Agreement
- 2) Exhibit B – Memorandum of Understanding for License
- 3) Exhibit C – Right-of-Entry No. 854

L I C E N S E

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Licensor (sometimes hereinafter referred to as the "Department"), for and in consideration of the keeping and performance by Licensee of the terms and conditions hereof, gives permission to the DEPARTMENT OF RECREATION AND PARKS OF THE CITY OF LOS ANGELES, (hereinafter referred to as "Licensee") to use a portion of this Department's property located north of Vanowen Street and east of Whitsett Avenue as shown crosshatched on the drawing marked Exhibit "A", which drawing is made a part of this license, for recreational activities and such authorized purposes incidental thereto as may be directed by Licensee.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use said real property for the public purposes to which it now is and may, at the option of Licensor, be devoted. Licensee undertakes and agrees to use said real property and to exercise this license jointly with Licensor, and will at all times exercise the permission herein given in such manner as will not injure or interfere with the full use and enjoyment of said premises by the Department.

W-48105

DOC. NO. W-20484

2. This license may be revoked by the Department or Licensee at any time by the giving of 12 months' notice of revocation. Such notice may be given by delivering the same personally or by mail.

This license will be revoked by the Department in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms or conditions herein.

Upon any termination of this license by revocation or otherwise, Licensee shall promptly restore the premises to its original condition; and in the event of Licensee's failure so to do, the Department may restore said premises entirely at the risk and expense of Licensee.

3. In exercising the permission herein given, Licensee shall at all times observe and comply with all applicable laws and lawful regulations.

4. Licensee hereby undertakes and agrees to release, hold harmless and indemnify the Department and all of its officers and employees from and against any and all claims, loss, demands, expense, damage or liability whatsoever for injuries to or death of persons or damage to property in any manner arising out of the exercise or enjoyment by Licensee of any right or permission herein given or by reason of any failure on the part of Licensee to keep or perform any of the terms or conditions hereof.

5. Licensee will pay for all materials placed upon, joined, or affixed to said premises by or at the instance of Licensee, and will pay in full all persons who perform labor upon said premises at the instance of Licensee, and will not cause or permit any liens of any kind or nature to be levied against said premises for any work done or materials furnished thereon at the instance or request of Licensee.

6. This license agreement and permission herein given is personal to the Licensee and is not assignable.

7. Licensee hereby acknowledges that this agreement is a license only and does not constitute a lease of or any interest in real property.

8. Licensee shall not use the premises in any manner which would add pollutants to the underground aquifer.

9. Any toilet facilities to be used on said premises in connection with Licensee's occupancy shall be connected to the City's sewer system or shall be chemical toilets of a type approved by this Department. All sewer pipe used on this property shall be vitrified clay pipe with type "F" joints, in accordance with Standard Plan No. B-3673. The method of disposal of water used on the premises shall be subject to agreement with and approval of the Department.

10. Licensee shall fence the premises pursuant to Department standards at the location shown on the attached Exhibit "A".

11. The Licensee, at its own risk, cost and expense, may erect and maintain upon the premises any improvements and structures for use for any of the purposes for which the premises are let; provided, however, that prior to the erection of any structure or the making of any improvements on the premises the plans and specifications thereof must first be submitted to the Department's Assistant General Manager - Water for his approval. All improvements and structures shall be and remain the property of the Licensee and may be removed by Licensee at any time and shall be removed by Licensee upon expiration or termination of this license. Any improvement or structure not so removed may, at the option of Licensor and at Licensee's expense, be removed and disposed of by Licensor or may be retained by Licensor as its absolute property. No building, fencing or other structure shall be erected or maintained by Licensee over any pipeline or other underground facility of Licensor.

12. Prior to commencement of any grading operations or the installation of any irrigation system or landscaping, adequate plans, profiles or construction drawings shall first be submitted for the approval of the Assistant General Manager - Water of the Department of Water and Power. Any modification, changes or alterations as may become necessary in the development of the area herein licensed shall be shown on plans submitted to and for the approval of this Department.

13. It is understood by the parties hereto that the Department maintains a pipeline from its Wells Nos. 15, 34, 36 and 37, which pipeline is located underground along the westerly boundary of the area as shown on the attached Exhibit "A", and also maintains a pipeline from Wells Nos. 43A, 44 and 45, which pipeline is located along the easterly boundary of the area as shown on the attached Exhibit "A". In reference to these pipelines and any future pipelines, the Department shall have full access at all times to the premises, at any point and for any width, for the purpose of maintaining, repairing and replacing the said facilities.

14. Licensor hereby reserves the right to drill additional well or wells upon the premises in such manner and locations as may become necessary. In connection with this right reserved to the Licensor and in connection with the right of the Department to have full access to its facilities, it is understood that the Department shall not be liable for any damage caused to Licensee's property or affecting Licensee's use of these premises, resulting from said drilling or use of access routes.

15. Licensee has examined said premises and hereunder enters into possession of same in its present condition. Licensor shall not be obligated to make any repairs, improvements or additions on or to said premises.

16. Licensee shall not commit or suffer to be committed on said premises any waste and at all times hereunder shall keep said premises in a clean condition, free from rubbish, weeds and other unsightly matter, and in the use and occupancy thereof shall in all respects conform to all applicable laws and ordinances.

17. Licensee shall not transfer, assign, sublet or hypothecate this license or Licensee's interest in and to the premises or any part thereof without the written consent of Licensor first had and obtained.

18. Any use of said property by virtue of the permission herein given and any facilities, structures, works or improvements done on said property shall be without cost or expense whatsoever to the Department of Water and Power.

Dated Jan. 24, 1986

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES
BY
BOARD OF WATER AND POWER COMMISSIONERS OF
THE CITY OF LOS ANGELES

APPROVED:

Ronald A. McCoy
RONALD A. MCCOY
Engineer in Charge
Water Operating Division

By Paul Hane
General Manager and Chief Engineer

And Judith Hudson
Secretary

LICENSOR

Approved as to Form
Nov. 6 1985
JAMES K. HAHN, City Attorney

By Richard B. Polverini

BOARD OF RECREATION AND
PARK COMMISSIONERS
OF THE CITY OF LOS ANGELES

By William R. Robertson
PRESIDENT

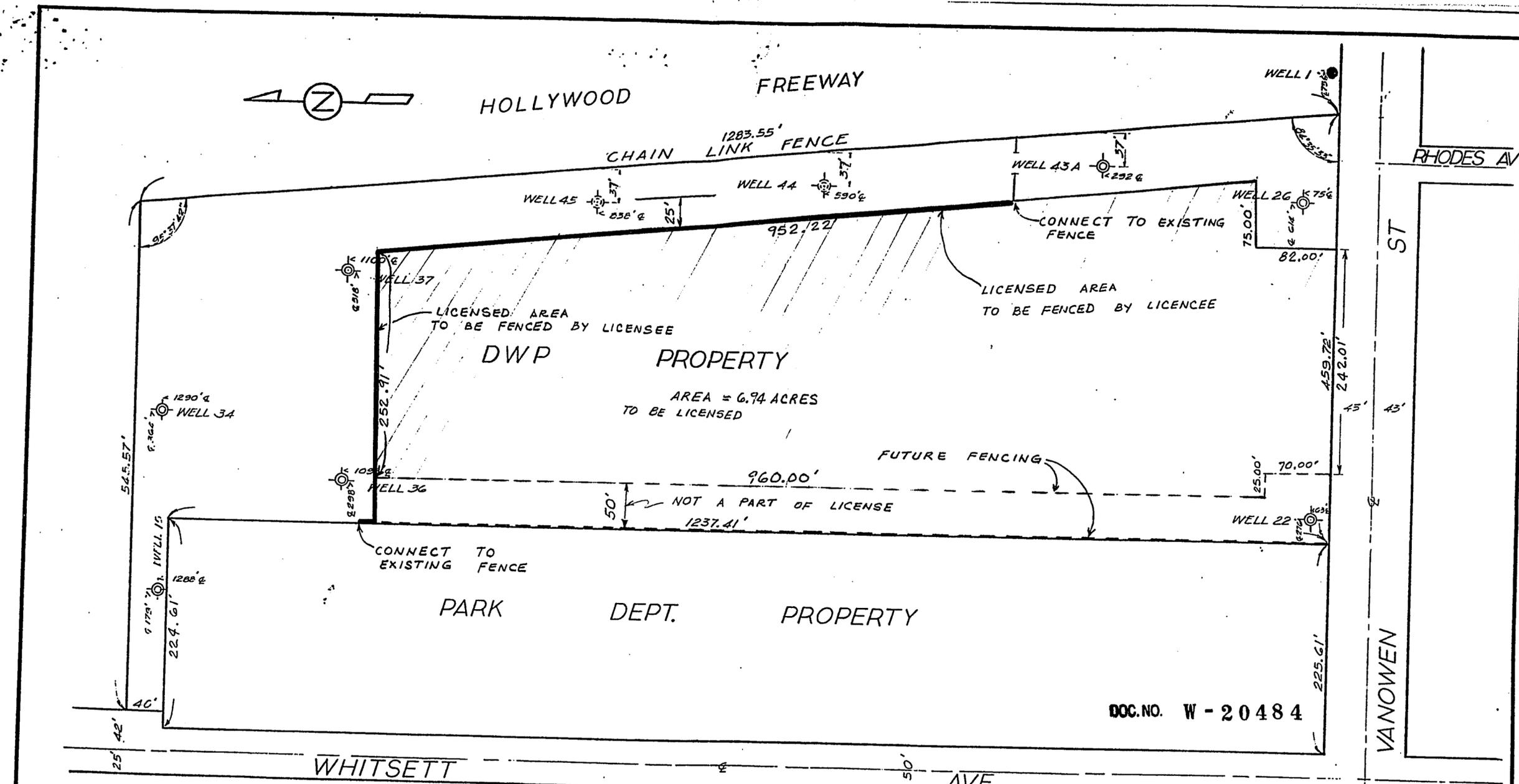
And Janet Johnson
SECRETARY

LICENSEE

APPROVED AS TO FORM AND LEGALITY
JAMES K. HAHN, CITY ATTORNEY

JAN 10 1986
BY Richard G. Sorenson
RICHARD G. SORENSON
Deputy City Attorney

AUTHORIZED BY RES. 86 174
JAN 23 1986



DOC. NO. W-20484

DOC. NO. W-20484
 LEGEND: (WELL STATUS)
 ⊙... CURRENT (PUMPING OR OBSERVING)
 ⊕... FUTURE
 ●... DESTROYED, COVERED OVER

EXHIBIT A

REVISIONS				REFERENCES		SCALE 1"=100'		DATE		APPROVED	
NO.	DATE	INITIALS	DESCRIPTION	APPROVED		DESIGNED				AS TO DESIGN	
					WS 182-165					AS TO OPERATION	
					FB 3917					CHIEF ENGINEER OF WATER WORKS AND ASSISTANT MANAGER	
					PLK 97053					GENERAL MANAGER AND CHIEF ENGINEER	
					FB 4052					DEPARTMENT OF WATER AND POWER WATER SYSTEM CITY OF LOS ANGELES	

WHITSETT AVE. & VANOWEN ST.
WELL PROPERTY

B5095

MEMORANDUM OF UNDERSTANDING FOR LICENSE (Park Purposes)

**WITH
DEPARTMENT OF RECREATION AND PARKS AND
LOS ANGELES DEPARTMENT OF WATER AND POWER
AT
VALLEY PLAZA PARK**

VALLEY PLAZA PARK – 12240 WEST ARCHWOOD STREET, NORTH HOLLYWOOD, CA 91606: MEMORANDUM OF UNDERSTANDING FOR LICENSE (MOU) AUTHORIZING LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) TO ENTER VALLEY PLAZA PARK TO INSTALL AND MAINTAIN SECURITY FENCING

The City of Los Angeles, Department of Recreation and Parks (hereinafter referred to as **DEPARTMENT**), hereby issues this revocable **MOU** to Los Angeles Department of Water and Power and its contractors (hereinafter referred to as **LICENSEE**, and along with **DEPARTMENT**, collectively, "**Parties**") for temporary access to Valley Plaza Park upon the terms and conditions set forth herein. This **MOU** will not become effective until proof of insurance is provided to the **DEPARTMENT** and this **MOU** is properly executed and returned to the **DEPARTMENT** as noted.

This **MOU** is issued subject to the following terms and conditions:

1. MEMORANDUM OF UNDERSTANDING FOR LICENSE AREA DEFINED

The area covered under this **MOU** is the Subject Premises (as defined below), which is owned by the **Department** and located within Valley Plaza Park - Whitsett Sports Fields at 12240 Archwood Street, North Hollywood, California 91606. Please see attached map for reference of the Subject Premises.

2. LICENSE GRANTED

DEPARTMENT does hereby grant a license to **LICENSEE** to enter and use the Subject Premises solely for the following purpose: installation and maintenance of an 8-foot (ft.) high, 410-ft. long, steel mesh security fence, located approximately 8 ft. north of the north property line of the LADWP-owned property known as the North Hollywood West Well Field (NHW) and northerly to the entrance gate, and for the installation and maintenance of a 16-ft. high, 58-ft. long, steel mesh security fence, located approximately 10-ft. south of the south property line of the NHW and southerly to the entrance gate, as delineated in Exhibit A attached hereto and made a part hereof. The "**Subject Premises**" shall be: that certain portion of real property identified by Los Angeles County Assessor's ID Numbers 2324-035-900 and 2324-035-901, which is owned by the City of Los Angeles and under the control and jurisdiction of **DEPARTMENT**, labelled and described as Area 1 (4,035 square feet) and Area 2 (612 square feet) as shown crosshatched in Exhibit A attached. The gross Subject Premises area is estimated to be 4,647 square feet or 0.1 acres. Notwithstanding any of the foregoing, the installation and maintenance of such fences shall be only to the extent required to protect the groundwater remediation treatment plant at NHW, as well as the public in connection thereto. **DEPARTMENT** and **LICENSEE** expressly acknowledge and agree that this **MOU** is not a lease and that it does not create or convey to the **LICENSEE** any interest in the **Subject Premises**, and that **Licensee** will be entitled to

enter and use the **Subject Premises** solely for the purposes herein provided and subject to the terms and conditions of this **MOU**.

This **MOU** and the license granted herein may not be assigned or sublicensed without the prior written consent of **DEPARTMENT**.

3. TERM

This **MOU** shall commence upon the Effective Date and terminate (20) years thereafter. “**Effective Date**” shall mean the first date upon which all of the following shall have occurred:

- (1) this **MOU** has been signed by the persons authorized by the Board of Recreation and Parks Commissioners to sign on its behalf and also signed by the persons authorized by the City of Los Angeles Board of Water and Power Commissioners;
- (2) this **MOU** has been approved by the Board of the respective **Parties**; and
- (3) the Office of the City Attorney (CA) has indicated in writing its approval of this **MOU** as to form.

This **MOU** can be terminated by the **DEPARTMENT** as set forth in Condition No. 12.

4. HOURS OF OPERATION

LICENSEE's use of the Subject Premises shall only be during hours designated and approved by **DEPARTMENT** staff. Any change regarding such hours must be requested per Condition No. 8 and approved by such **DEPARTMENT** staff prior to such change being effective.

5. DEPARTMENT AUTHORITY

LICENSEE shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by the **DEPARTMENT** and cooperate fully with **DEPARTMENT** employees in the performance of their duties.

Mr. Wayne Neal, Sr. Park Maintenance Supervisor, or his designee is the **DEPARTMENT** Maintenance representative for the licensed activities under this **MOU**.

Mr. Neal may be reached at: (818) 756-8189, email: wayne.neal@lacity.org. **LICENSEE** shall coordinate all activities under this **MOU** with Mr. Neal or his designee.

Mr. Rob De Hart, Pr. Recreation Supervisor I, or his designee is the **DEPARTMENT** Recreation representative for the licensed activities under this **MOU**.

Mr. De Hart may be reached at: (818) 756-8060, email: rob.dehart@lacity.org. **LICENSEE** shall coordinate all activities under this **MOU** with Mr. De Hart or his designee.

6. RIGHTS TO AND CONDITION OF PREMISES

Authorized representatives, agents, and employees of the **DEPARTMENT** shall have the right to enter the **Subject Premises** at any and all times. In no event shall **DEPARTMENT** be responsible or liable to **LICENSEE** for any inconvenience, disturbance, or other damage to **LICENSEE** by reason of the performance by **DEPARTMENT** of any activities or work in, upon, above or under the **Subject Premises** or for bringing materials, tools, and equipment in, through, above, or under the **Subject Premises**, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.

DEPARTMENT makes no warranties whatsoever regarding the condition of the Subject Premises. **LICENSEE** has inspected the **Subject Premises** and found it suitable for **LICENSEE's** purposes. **DEPARTMENT** shall not be liable for any personal injury or damage to property which **LICENSEE** or its guests or invitees may incur, regardless of the cause thereof. **LICENSEE** hereby releases **DEPARTMENT** from all such liability, it being the intent of the **PARTIES** that **LICENSEE** shall maintain adequate insurance to cover any such losses.

7. **USE AND MAINTENANCE OF PROPERTY**

- A. **LICENSEE** will be responsible for any damages or repairs caused during the term of this **MOU**.
- B. Upon completion of any activities on the **Subject Premises**, it is understood that the **LICENSEE** agrees to notify the **DEPARTMENT** of such work. Notification shall be made to the **DEPARTMENT** representative designated in Condition No. 5.
- C. The **LICENSEE** shall maintain the **Subject Premises** in an orderly condition during the term of this **MOU**, including the protection of those existing facilities at the park that will not be impacted by its activities under this **MOU**.
- D. Activities on the **Subject Premises** will not be permitted until **DEPARTMENT** staff is present at the indicated hours of operation.
- E. **LICENSEE** shall take all necessary steps to ensure safety and shall comply with any/all Federal, State and/or Local laws, ordinances, rules and regulations with respect to its activities on the **Subject Premises**, including, without limitation, activities regarding the use and operation of equipment. **LICENSEE** shall employ sufficient number of qualified staff for its activities on the Subject Premises and shall ensure the protection and warning of any park user that could be in the area of the **Subject Premises**.
- F. **LICENSEE** shall use and occupy the **Subject Premises** in a careful, safe and lawful manner which does not interfere with the use of the surrounding premises.

8. MEMORANDUM OF UNDERSTANDING OF RIGHT-OF-ENTRY NOTIFICATIONS

Should the **LICENSEE** desire modifications to this **MOU**, time extensions of the **MOU**, or additional work to be performed, etc., request for said modifications and/or additions shall be submitted, in writing, to:

To: Department of Recreation and Parks

Attention: Real Estate & Asset Mgmt.
221 North Figueroa Street, Suite 400
Los Angeles, California 90012

Phone Number: 213.202.2608

Fax Number: 213.202.2612

9. RESTORATION AND FINAL INSPECTION

LICENSEE shall restore all **DEPARTMENT** property that is damaged, moved or altered as a result of its activities on the **Subject Premises** to its original condition, including the removal of all garbage, litter and debris. Said restoration shall take place immediately upon the conclusion of said activities and/or the revocation of this **MOU** and such restoration shall be performed to the satisfaction of the **DEPARTMENT**. Upon completion of the activities, **LICENSEE** shall contact the **DEPARTMENT** coordinator in Condition No. 5 to arrange a final **DEPARTMENT** inspection of the completed work. **LICENSEE** shall be responsible for any unreasonable wear or tear caused to the Subject Premises or the surrounding premises and/or any damage to equipment, including any costs incurred to clear or repair the same.

10. LICENSEE CONTACT

Any notices, correspondence or other communication given to **LICENSEE** shall be given as follows:

To: Department of Water and Power

Attention: Real Estate Services
221 North Figueroa Street, Suite 1600
Los Angeles, California 90012

Phone Number: 213.367.0564

Fax Number: 213.367.0746

11. FINANCIAL RESPONSIBILITY AND INSURANCE

It is hereby understood that **LICENSEE** is self-insured concerning any claims that may arise as a result of the approved work and use of the Subject Premises. **LICENSEE** and its contractors shall insure that any of its contractors obtain and keep in force during the term of this **MOU**, insurance coverages from insurers acceptable to the **DEPARTMENT**.

Except to the extent attributable to the active negligence or willful misconduct of the **DEPARTMENT**, **LICENSEE** undertakes and agrees to promptly pay, reimburse, cover, and/or otherwise be financially responsible to the **DEPARTMENT** for, any and all costs arising in any manner by reason of, or incidental to, the performance of this **MOU** on part of **LICENSEE** and/or their contractor or subcontractor of any tier ("**Costs**"). Such **Costs** shall include, without limitation, all costs of litigation, claims, losses, demands, expenses, damage or liability of any nature whatsoever (including for death or injury to any person, including **LICENSEE'S** employees, contractors and agents), or damage or destruction of any property of either party hereto or of third parties.

LICENSEE shall maintain, during the term of this **MOU**, evidence of insurance acceptable to Office of the City Administrative Officer (CAO), Risk Management prior to **LICENSEE'S** occupancy or use of the Subject Premises.

12. REVOCATION OF MEMORANDUM OF UNDERSTANDING OF LICENSE

The **DEPARTMENT** may revoke this **MOU** at any time or if **LICENSEE** does not comply with the conditions contained herein. Upon receipt of the written notice of revocation, **LICENSEE** shall return the property to its original condition and discontinue all work permitted under this **MOU**.

13. ACCEPTANCE

Please indicate your acceptance of the foregoing in the signature block of this letter, and return the signed original copy to the **DEPARTMENT** office noted in the letterhead.

SIGNATURE EXECUTION PAGE FOLLOWS

Los Angeles Department of Water and Power, hereby accepts this Memorandum of Understanding of License and all conditions therein to be executed by their duly authorized representatives.

Date: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS**

APPROVED:

EVELYN CORTEZ-DAVIS
Director of Water Engineering &
Technical Services

By: _____

MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

And: _____

YVETTE FURR
Acting Board Secretary

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal
corporation, acting by and through its Board of
Recreation and Park Commissioners

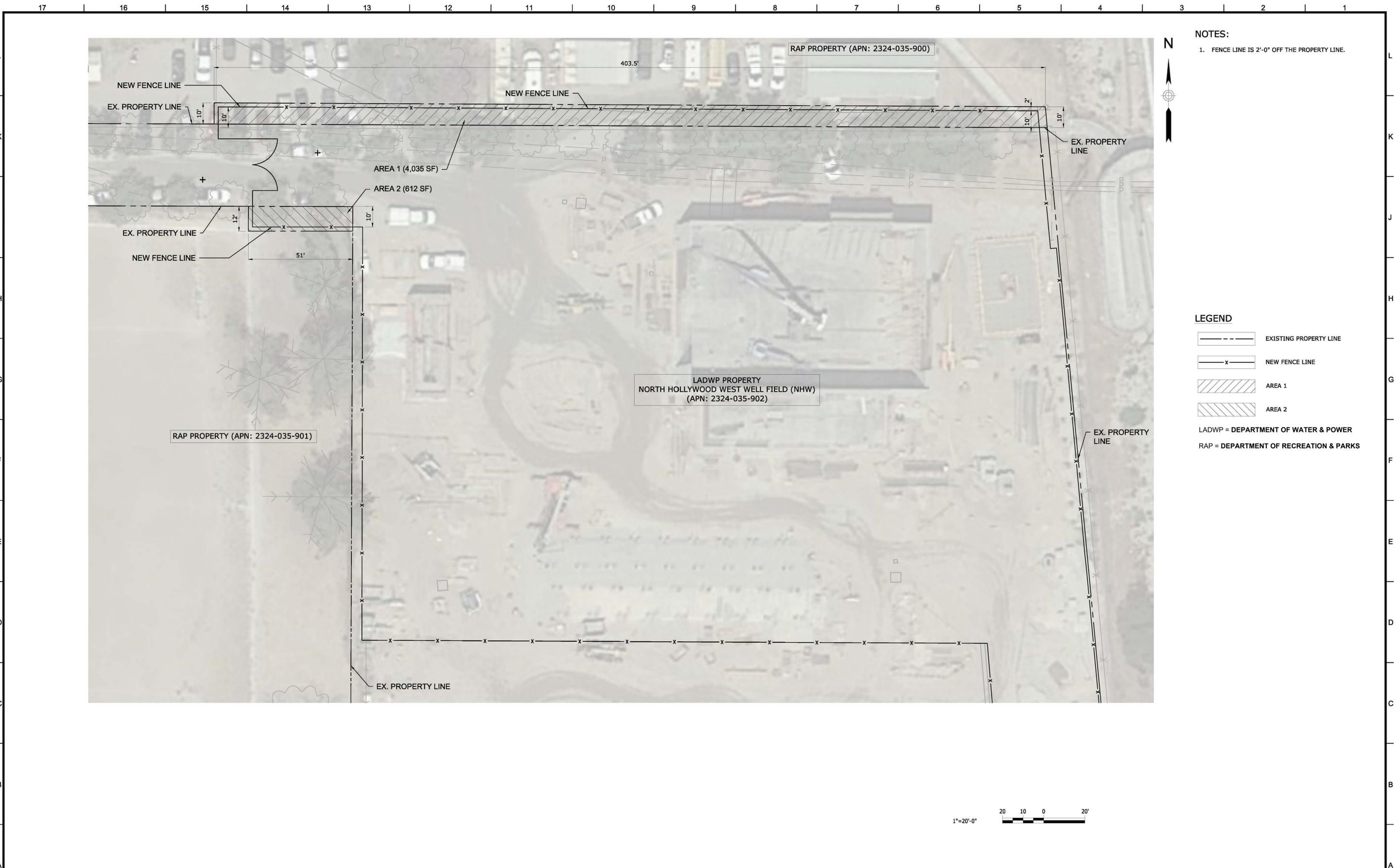
By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:
Date: _____

Mike Feuer,
City Attorney

By _____
DEPUTY CITY ATTORNEY



NOTES:
 1. FENCE LINE IS 2'-0" OFF THE PROPERTY LINE.

LEGEND

- EXISTING PROPERTY LINE
- NEW FENCE LINE
- AREA 1
- AREA 2

LADWP = DEPARTMENT OF WATER & POWER
 RAP = DEPARTMENT OF RECREATION & PARKS



REVISIONS					REFERENCES
Number	Date	Initials	Location	Description	Approved

Scale	AS SHOWN	DATE	APPROVED	DATE
Designer	D. RODRIGUEZ	07/07/21	As to Design	11/10/17
Assistant		07/07/21	SUSAN ROWGHANI	
Drawn By	D. RODRIGUEZ	07/07/21	As to Operation	11/10/17
Checked By	I. MACKENZIE	07/07/21	RICHARD F. HARASICK	
Last Update	D. RODRIGUEZ	07/07/21	As to Distribution	11/10/17
			KEITH D. SESSION	
Recommended			Senior Assistant GM of Water	
			RICHARD F. HARASICK	11/10/17
File Name	05982-EXHIBIT A.DWG			
	ANDREW L. LINARD	11/10/17		

NORTH HOLLYWOOD WEST WELLHEAD TREATMENT
EXHIBIT A
 DEPARTMENT OF WATER AND POWER
 CITY OF LOS ANGELES
 DRAWING NUMBER
D05982-EXHIBIT A

**DEPARTMENT OF RECREATION
AND PARKS**

BOARD OF COMMISSIONERS

**SYLVIA PATSAOURAS
PRESIDENT**

**LYNN ALVAREZ
VICE PRESIDENT**

**MELBA CULPEPPER
PILAR DIAZ
MISTY M. SANFORD**

**ARMANDO X. BENCOMO
BOARD SECRETARY (213) 202-2640**

**CITY OF LOS ANGELES
CALIFORNIA**



**ERIC GARCETTI
MAYOR**

**MICHAEL A. SHULL
GENERAL MANAGER**

**ANTHONY-PAUL (AP) DIAZ, ESQ.
EXECUTIVE OFFICER &
CHIEF OF STAFF**

**VICKI ISRAEL
ASSISTANT GENERAL MANAGER**

**RAMON BARAJAS
ASSISTANT GENERAL MANAGER**

**221 N. FIGUEROA STREET
3RD FLOOR, SUITE 350
LOS ANGELES, CA 90012**

(213) 202-2833, FAX (213) 202-2614

**LAPARKS.ORG
Park Proud LA**

June 14, 2017

Mr. Kurt Wells, Waterworks Engineer – Project Manager
Los Angeles Department of Water and Power
111 N. Hope Street, Room 1345
Los Angeles, CA 90012
Telephone: (213) 367-0883

Sadru Merchant, Waterworks Engineer – Construction Manager
Los Angeles Department of Water and Power
111 N. Hope Street, Room 1315
Los Angeles, CA 90012

Attention: Ani Siyahian, Mechanical Engineer Associate
Los Angeles Department of Water and Power
111 N. Hope Street, Room 1345
Los Angeles, CA 90012
Telephone: (213) 367-3841

Dear Mr. Wells, Merchant, and Ms. Siyahian:

VALLEY PLAZA PARK / WHITSETT SPORTS FIELDS - PERMIT ALLOWING THE LOS ANGELES DEPARTMENT OF WATER AND POWER (DWP) TO ENTER ONTO VALLEY PLAZA PARK /WHITSETT SPORTS FIELDS SITE TO PROCEED WITH ESTABLISHING A LAYDOWN AREA FOR THE NORTH HOLLYWOOD WEST WELLHEAD TREATMENT PROJECT (RAP PERMIT NO. 854)

Pursuant to your request, the City of Los Angeles, Department of Recreation and Parks (hereinafter referred to as DEPARTMENT) hereby issues a revocable Right-of-Entry Permit No. 854 to the Los Angeles Dept. of Water and Power (hereinafter referred to as PERMITTEE), to establish a laydown area and perform construction related work more specifically described in the attached Right of Entry Questionnaire form. All work will be performed in accordance with plans submitted by the PERMITTEE and approved by the DEPARTMENT. The PERMITTEE shall confine all operations (including storage of materials) on RAP premises to areas authorized or approved by the RAP designee and agreed upon, and as indicated in attached maps and information.



PARK PROUD LA

AN EQUAL EMPLOYMENT OPPORTUNITY-AFFIRMATIVE ACTION EMPLOYER

Approval of this Right-of-Entry Permit is contingent upon the execution of the Permit, as provided in Condition No. 13, and the submission of insurance information as noted in Condition No. 4. The Permit will not become effective until all of the above conditions are met, and the executed Permit and insurance forms are returned to the DEPARTMENT representative designated in Condition No. 12.

This revocable Right-of-Entry permit is issued subject to the following conditions:

1. PERMIT AREA DEFINED

The area to be covered under this Permit is the Valley Plaza Park/Whitsett Fields (Park) located near Whitsett Avenue and Vose Street, depicted on the attached maps,

2. PERMISSION GRANTED

Access to designated areas is requested by PERMITTEE to perform construction work related to the NNW Wellhead Treatment project and to establish a laydown area that is needed to store soil and construction equipment and trailers for the duration of the construction of the North Hollywood West (NHW) Wellhead Treatment project. The area labeled and described as Area 1 on attached map and ROE questionnaire is owned by the Los Angeles Department of Water and Power (LADWP) and licensed to RAP. This area is located south of the project site and will be available for LADWP use as construction laydown area until March 31, 2018. The Area labeled and described as Area 2 is RAP owned property. This area is located north of the project site (labeled area 2 on attached map). The area will be needed for the duration of project construction (2 years) to store construction equipment and trailers.

Permission is granted to enter the Permit area to proceed with the establishment of the laydown area and to perform RAP approved and related construction work. All work will be performed in accordance with plans previously submitted to and approved by DEPARTMENT staff. The site investigation will consist of an initial site visit to determine the approved work and to evaluate site conditions and its remedies.

DEPARTMENT shall be notified of any proposed changes to the plans and shall be provided an opportunity to review and approve any changes prior to the start of work. Any such proposed modifications shall be forwarded, in writing, to the addressee listed in Condition No. 12.

3. TERM

This permit shall become effective upon receipt by the DEPARTMENT of an executed copy of this Permit, and the insurance information required in Condition No. 4. This permit shall be effective until December 31, 2019 for Area 2. Should additional time be required to complete the required work, PERMITTEE shall submit a written request to the addressee listed in Condition No. 12.

4. INSURANCE

It is hereby understood that PERMITTEE is self insured concerning any claims that may arise as a result of the approved work and use of the permitted area. PERMITTEE shall insure that its contractor obtain and keep in force during the term of this Permit insurance coverages from insurers acceptable to the City of Los Angeles.

5. INDEMNIFICATION

Each party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this agreement. In the event of third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this agreement.

6. DEPARTMENT AUTHORITY

PERMITTEE shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by the DEPARTMENT and cooperate fully with DEPARTMENT employees in the performance of their duties.

7. DEPARTMENT COORDINATION

Mr. Therman Calloway, or his designee, is specifically designated as the DEPARTMENT's representative for this project and is empowered by the DEPARTMENT to conduct inspections of the permitted premises, evaluate progress, and inform the DEPARTMENT fully as to the PERMITTEE'S maintenance of the facility. Mr. Therman Calloway may be contacted at (213) 485-4826 office.

PERMITTEE or its contractor shall contact Mr. Calloway at least five (5) working days prior to the initiation of work at the permit area and inform him of the starting date of said work.

8. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the DEPARTMENT shall have the right to enter the premises at any time in case of emergency, and upon reasonable notice for purposes of property inspection.

9. MAINTENANCE OF PROPERTY

PERMITTEE and its contractor shall maintain the permitted premises in an orderly condition during the duration of the permitted activities, including the protection of those existing facilities at the Valley Plaza Park/Whitsett Sports Field that will not be impacted directly by this work. PERMITTEE hereby guarantees that no Park improvements or other natural features will be disturbed due to the permitted access unless approved by RAP Staff. PERMITTEE will also take whatever measures are necessary to ensure the safety of the Park and its patrons during the duration of the permitted work, including the posting of signs and the placing of barricades to cordon off equipment if necessary.

Prior to the performance of any work, PERMITTEE or its contractor shall notify DEPARTMENT of such work. Notifications shall be made to the DEPARTMENT representative designated in Condition No. 7.

10. RESTORATION AND FINAL INSPECTION

PERMITTEE shall restore all recreation or related improvements that are damaged, moved or altered as a result of the permitted work at the permit area to their original condition in accordance with plans approved by DEPARTMENT. Said restoration shall take place immediately upon the conclusion of said work and shall be performed to the

Valley Plaza Park/Whitsett Sports Fields
ROE – Permit No. 854
June 14, 2017
Page 4

satisfaction of the DEPARTMENT. Upon completion of the permitted work, PERMITTEE shall contact Mr. Therman Calloway to arrange a final DEPARTMENT inspection of the completed project.

11. REVOCAION OF PERMIT

The DEPARTMENT may revoke this Permit if PERMITTEE does not comply with the conditions contained herein. Upon receipt of the written notice of revocation, PERMITTEE shall return the property to its original condition and discontinue occupancy.

12. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications or time extensions of the permit, or additional work to be performed, etc., requests for said modifications and/or additions shall be submitted, in writing, to:

Los Angeles City Department of Recreation and Parks
Planning Maintenance & Construction Branch
Real Estate & Asset Management Unit
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

Attention: Cid Macaraeg, Director, Real Estate and Asset Management Unit
Telephone: (213) 202-2608, Fax No.: (213) 202-2612

13. ACCEPTANCE

To indicate acceptance of this permit, please sign the original of this letter on the signature block below, retain the copy for your files, and return the original to the addressee listed in Condition No. 12.

Sincerely,

MICHAEL A. SHULL
General Manager


RAMON BARAJAS
Assistant General Manager
Planning, Maintenance, and Construction Branch

RB/JJB:ar

Attachments

cc: Cathie Santo Domingo, Superintendent, Dept. of RAP
Cid Macaraeg, Director of Real Estate, Dept. of RAP

[SIGNATURE PAGE FOLLOWS]

Valley Plaza Park/Whitsett Sports Fields
ROE - Permit No. 854
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Page 5

SIGNATURE EXECUTION

Los Angeles Department of Water and Power, hereby accepts this Right-of-Entry Permit No. 854 and all conditions therein.

Suzanne Rughani
Permittee Signature

6/19/17
Date
Director of Water Engineering & Technical Services
Title

Suzanne Rughani
Permittee Name (print)

COMMENCEMENT DATE and RAP PERMIT validation:

6/21/17
Commencement Date

Chris Macaranga
Signature
Chris Macaranga
Printed Name

6/21/17
Date
Sr. Mgmt. Analyst II
Title

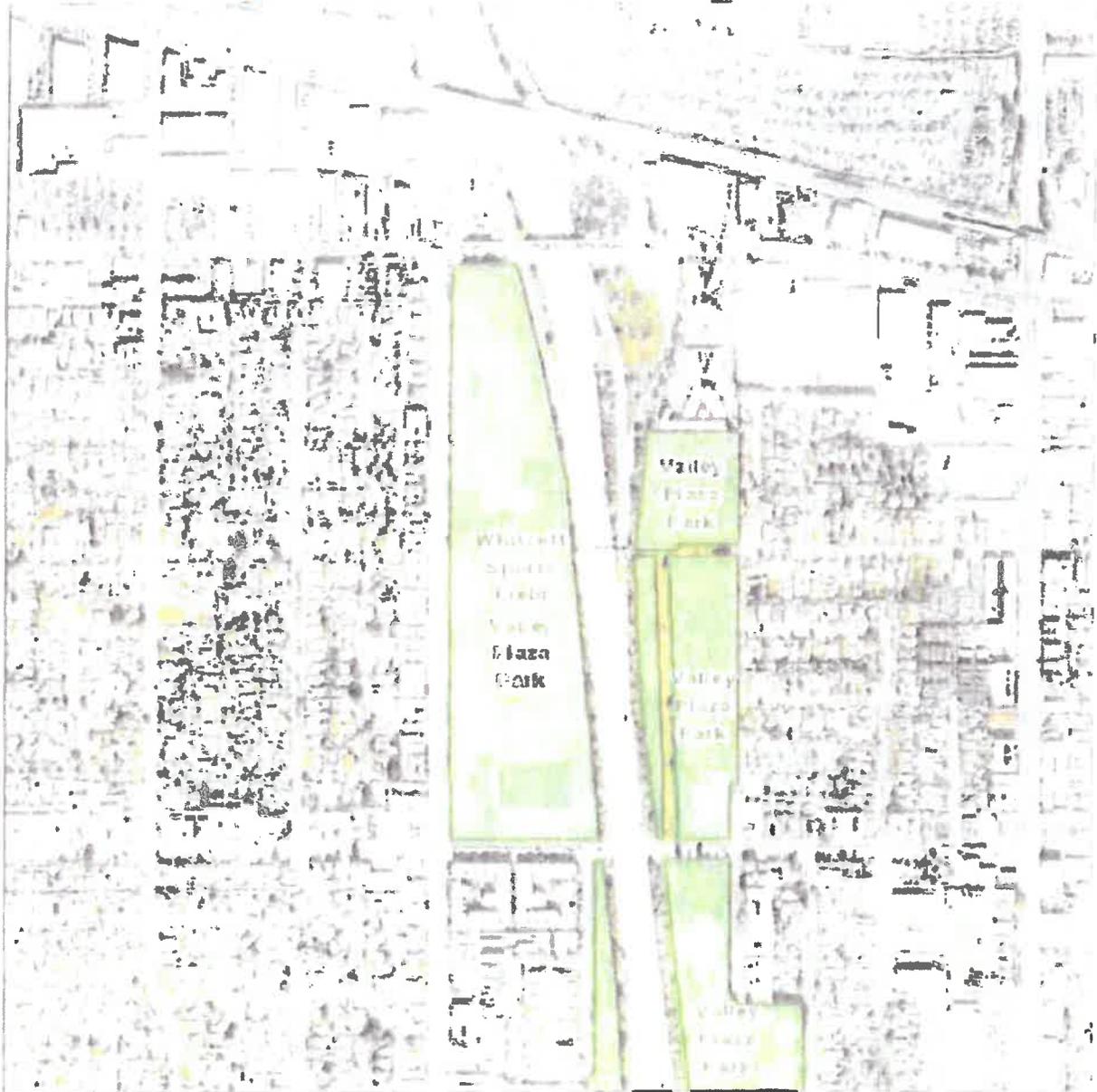
APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

JUN 16 2017
BY *John Beanum*
JOHN BEANUM
DEPUTY CITY ATTORNEY



**EQUITABLE PARKS & AMENITIES
DECISION SUPPORT SYSTEM**

**Valley Plaza Park - Whitsett
Sports Field**



Disclaimer: This map is for informational purposes only and relies on data from a variety of sources, which may or may not be accurate or current. The City of Los Angeles assumes no responsibility arising from the use of this map. The map and associated data are provided "as is" without warranty of any kind.

© City of Los Angeles, Department of Recreation and Parks

NOTES



SCALE 1: 9,026

0 0 Miles 0 0

Printed: 05/31/2017

RIGHT OF ENTRY (ROE) QUESTIONNAIRE

Name of Person/Company/Gov't Agency requesting ROE:

Los Angeles Department of Water and Power

Contact information for PERMITTEE:

Kurt Wells

Title: Waterworks Engineer – Project Manager

Address: 111 N. Hope St. RM 1345 Los Angeles, CA 90012

Phone: (213)367-0883

Email: Kurt.Wells@ladwp.com

Sadru Merchant

Title: Waterworks Engineer – Construction Manager

Address: 111 N. Hope St. RM 1315 Los Angeles, CA 90012

Phone: (213)367-1000

Email: Sadru.Merchant@ladwp.com

Location of ROE (park name, address & area within the park, include a map):

Whitsett Sports Field - Please refer to attached map for detail.

Purpose of ROE / Scope of Work (e.g. digging – hauling – planting - etc.):

Laydown area is needed to store soil and construction equipment and trailers for the duration of the construction of the North Hollywood West (NHW) Wellhead Treatment project.

Area 1

The lot located on LADWP owned property south of the project site (labeled area 1 on attached map) provides sufficient space for laydown area. Since Los Angeles Department of Recreation and Parks (LADRP) plans to install synthetic turf starting April 2018, LADWP will use this lot until March 31, 2018 to store soil and construction equipment.

Area 2

The lot located on LADRP owned property north of the project site (labeled area 2 on attached map) is needed for the duration of project construction (2 years) to store construction equipment and trailers.

Project Description:

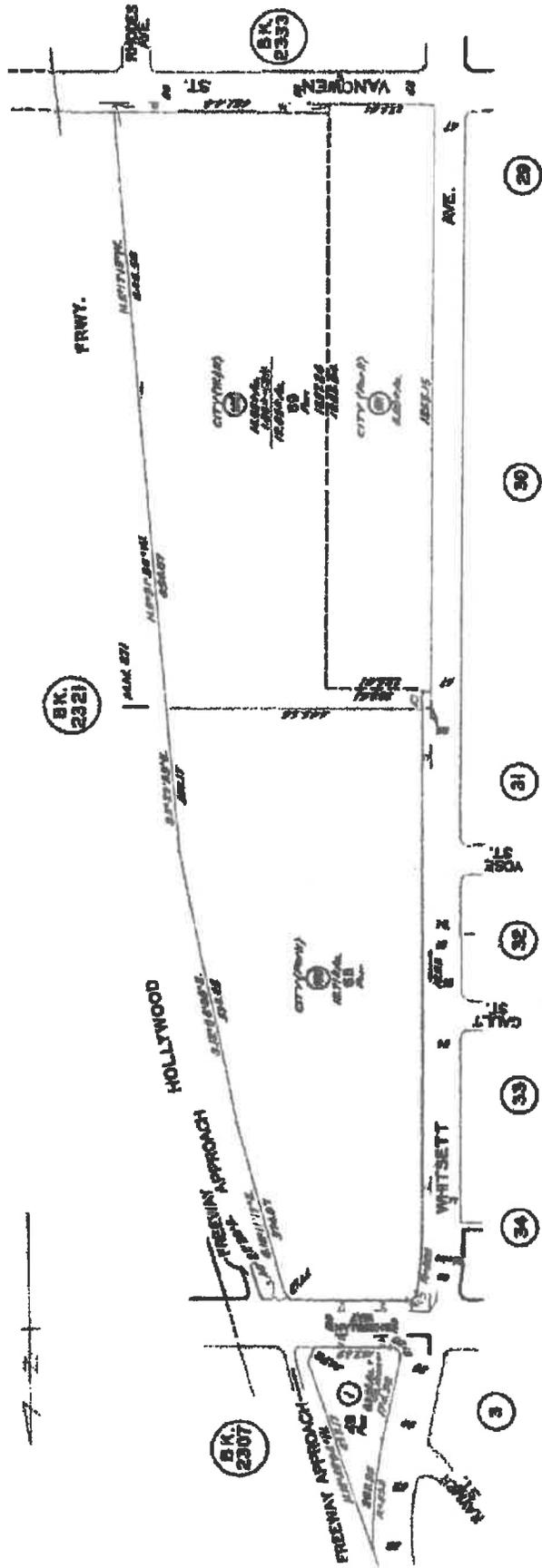
The NHW Wellhead Treatment project is needed to restore the beneficial use of the groundwater basin. The project will remove 1,4-dioxane using advanced oxidation process with ultraviolet (UV) reactors and hydrogen peroxide as well as Liquid phase Granular Activated Carbon (LGAC) vessels. The project entails installation of chemical storage tanks, UV reactor storage building and LGAC vessels on LADWP owned property (project site in the attached map).

Insurance: LADWP is self-insured and proof of insurance will be provided if needed.

2324 35

SCALE 1" = 200'

FRONTIER
RANGE



Street lines are shown in this plat, although the divisions of same lots are measured from the centerline of the streets.

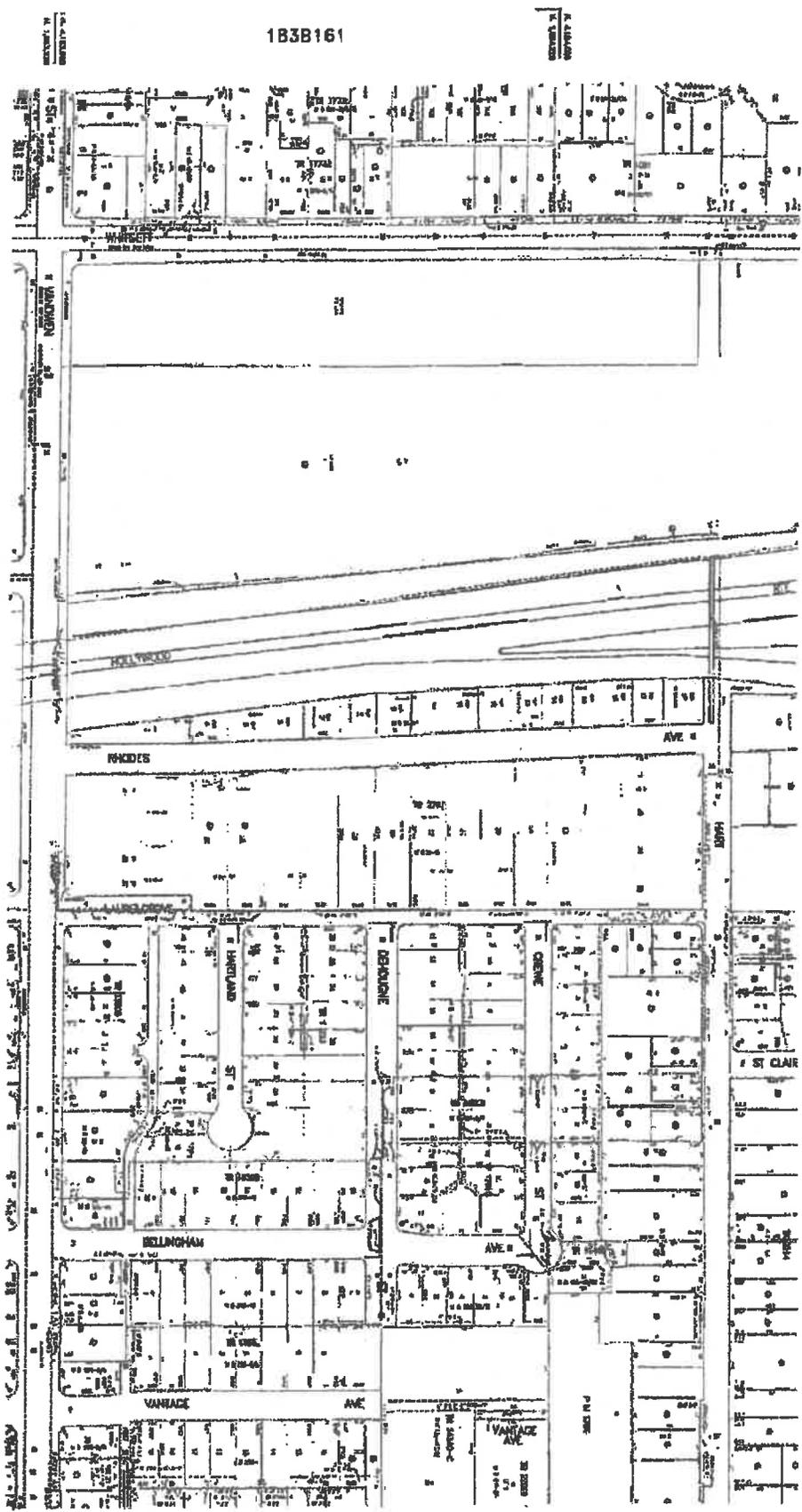
CODE IS

PROPERTY OF THE LANKERSHIM RANCH LAND
AND WATER CO.
M.R. 31-39-44

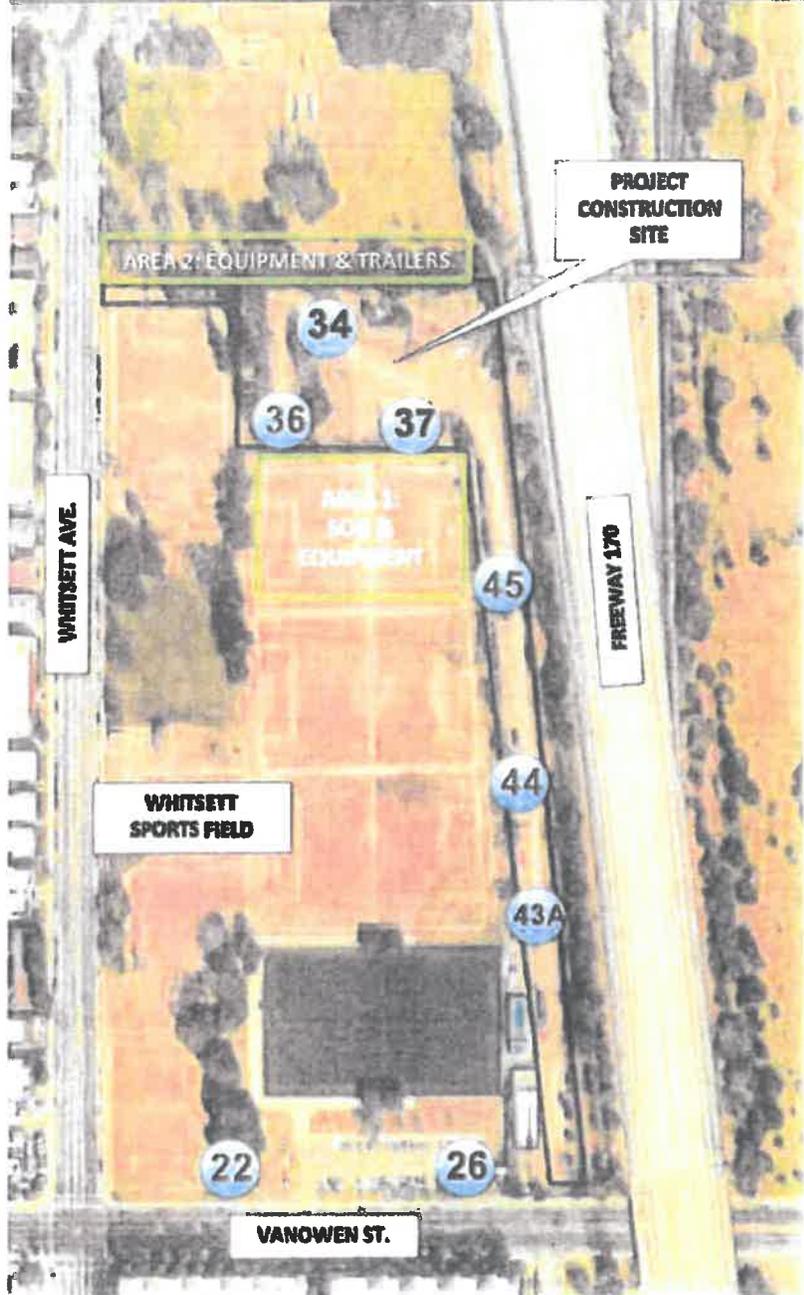
FOR FRONTIER RANGING SEE:
S.E. 1/4
S.E. 1/4

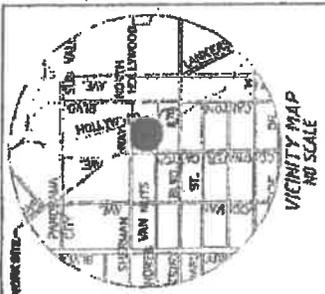
ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

183B161



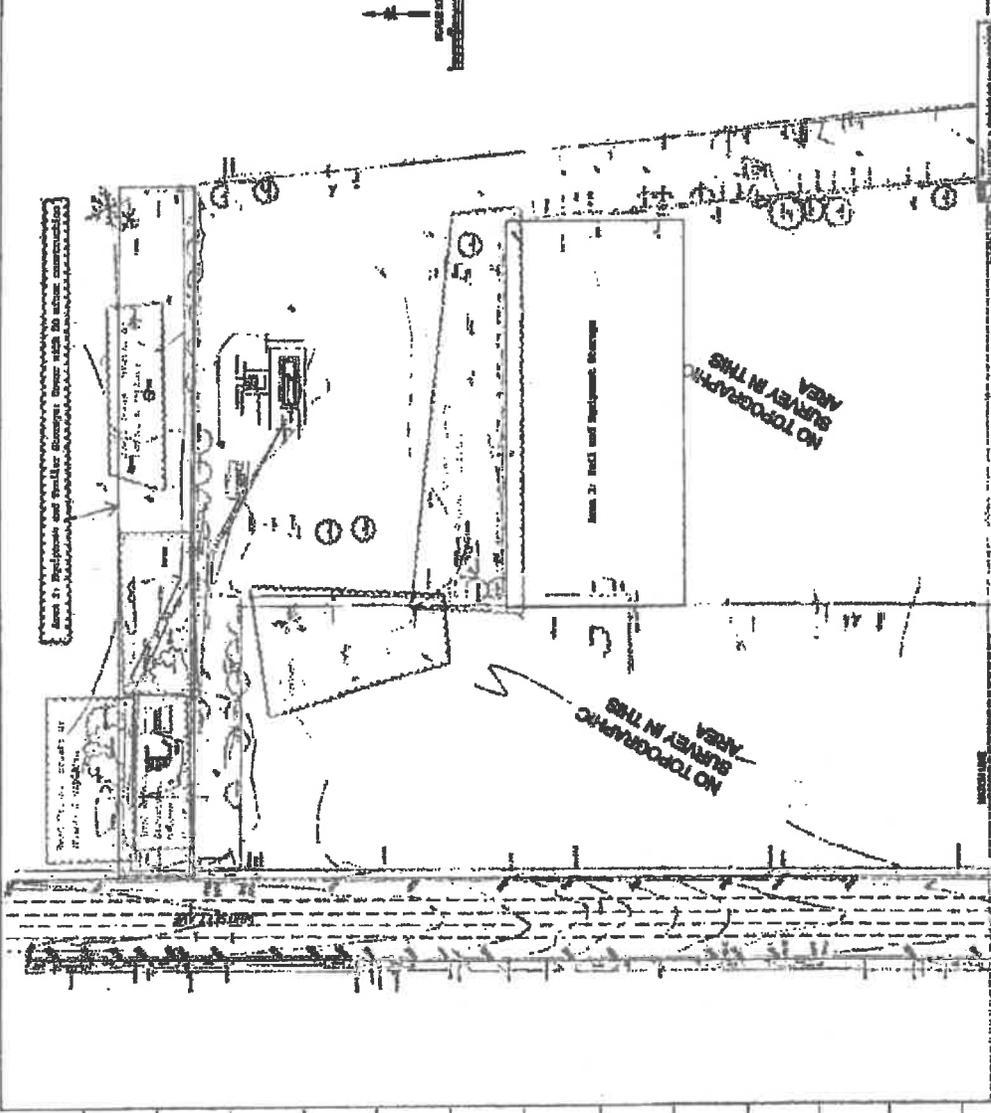
NORTH HOLLYWOOD WEST WELLHEAD TREATMENT PROJECT





LEGEND

---	Proposed
---	Existing
---	Right of Way
---	Water
---	Highway
---	Other



PROJECT INFORMATION

PROJECT NAME	NORTH HOLLYWOOD WEST WELL FIELD
PROJECT NUMBER	100-100000-0000-0000
DATE	1/1/2010
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...



Angie Ruiz <angie.ruiz@lacity.org>

Re: FW: Permit 854

1 message

John Barraza <john.barraza@lacity.org>

Tue, Mar 6, 2018 at 7:55 AM

To: "Paz, Wilfredo" <Wilfredo.Paz@ladwp.com>

Cc: "cathie.santodomingo@lacity.org" <cathie.santodomingo@lacity.org>, Javier Solis <Javier.Solis@lacity.org>, Therman Calloway Jr <therman.callowayjr@lacity.org>, Cid Macaraeg <Cid.Macaraeg@lacity.org>, "Wells, Kurt" <Kurt.Wells@ladwp.com>, Angie Ruiz <Angie.Ruiz@lacity.org>

Glad to help!

And thanks to our AGM.

This email will serve as official notification of approval of your request to extend the use of the field until [May 31, 2018](#) .

Please keep a copy with your ROE Permit No. 854.

And please notify Therman when work is completed.

Thanks

Angie, Please attach a copy to our copy of the ROE Permit 854.

Thanks.

On Tue, Mar 6, 2018 at 7:47 AM, Paz, Wilfredo <Wilfredo.Paz@ladwp.com> wrote:

Good morning John,

That is awesome! Having permission to use this soccer field as laydown area through May 31, 2018 will be of great benefit to the project.

On behalf of the project team, thank you very much.

Wilfredo

From: John Barraza [<mailto:john.barraza@lacity.org>]

Sent: Tuesday, March 6, 2018 5:17 AM

To: Paz, Wilfredo

Cc: cathie.santodomingo@lacity.org; Javier Solis; Therman Calloway Jr; Cid Macaraeg

Subject: Re: FW: Permit 854

Hello Wilfredo,

Per our AGM you are ok for two additional months to use site in question.

Thanks!

On Tue, Feb 27, 2018 at 1:54 PM, Paz, Wilfredo <Wilfredo.Paz@ladwp.com> wrote:

Hi John,

You may want to check with Ms. Cathie Santo Domingo, too, because there might be a turf installation project scheduled to start in April or thereafter.

Any time extension would be greatly appreciated.

Thanks,

Wilfredo

From: John Barraza [mailto:john.barraza@lacity.org]
Sent: Friday, February 23, 2018 9:03 AM
To: Paz, Wilfredo
Subject: Re: Permit 854

As soon as I get a response. Most staff is out in the Field doing CIP assessments for Mike S.

On Fri, Feb 23, 2018 at 8:55 AM, Paz, Wilfredo <Wilfredo.Paz@ladwp.com> wrote:

By when will you know? Should I remind you , say, Tuesday next week?

From: John Barraza [mailto:john.barraza@lacity.org]
Sent: Friday, February 23, 2018 8:52 AM
To: Paz, Wilfredo
Subject: Re: Permit 854

It seems there are project overlay or project conflicts if I understand correctly.

I have to check with our Maintenance Staff and see if they are ok with extending the use of site..

Remind me if I forget.

Thanks!

On Fri, Feb 23, 2018 at 8:48 AM, Paz, Wilfredo <Wilfredo.Paz@ladwp.com> wrote:

Hi John,

Our on-site Construction Manager, Joe Hawkins, (213)948-6452, has been in communication with Wayne Neal.

Below is his contact information:

Wayne Neal

Senior Park Maintenance Supervisor

City of Los Angeles,

Dept. of Recreation and Parks

East Valley Region

Office: (818) 756-8189

Email: Wayne.neal@lacity.org

Wilfredo

From: John Barraza [<mailto:john.barraza@lacity.org>]

Sent: Friday, February 23, 2018 7:47 AM

To: Paz, Wilfredo

Subject: Re: Permit 854

Hello Wilfredo,

Who are you working with out at that park site from RAP?

On Fri, Feb 23, 2018 at 7:40 AM, Paz, Wilfredo <Wilfredo.Paz@ladwp.com> wrote:

Hi John,

No, I am talking about the soccer field adjacent (south of) to the project site that we are utilizing to store soil, materials, and equipment. We are supposed to vacate it by March 31, 2018. Originally I was hoping to get a two-month extension.

However, yesterday, we had a schedule update meeting, and as of right now, it shows us finishing the project on schedule, provided that we keep using this soccer field as a laydown area for the entire duration of the project. We need this soccer field not only for efficiency reasons, but for safety reasons as well. The site is very congested with all the activities taking place and having this field available to us is paramount.

I understand that Rec & Parks has a scheduled project as well and has plans to restore this soccer field this year. However, your cooperation in this matter will be greatly appreciated by the entire crew and management. If

extending it for the entire duration of the project is impossible, we would welcome any extension.

Thanks,

Wilfredo Paz, P.E., M.B.A.

Project Manager

From: John Barraza [mailto:john.barraza@lacity.org]

Sent: Friday, February 23, 2018 5:44 AM

To: Paz, Wilfredo

Subject: Re: Permit 854

Hello Wilfredo,

Sorry for late Response.

Are you asking for an extension beyond the 2019 date?

On Mon, Feb 12, 2018 at 1:00 PM, Paz, Wilfredo <Wilfredo.Paz@ladwp.com> wrote:

Hi John,

This is to inquire about the possibility of extending the use of the attached permit by two more months?

Please advise.

Thanks,

Wilfredo Paz

Project Manger

North Hollywood West Wellhead Treatment Project

-----Confidentiality Notice-----

This electronic message transmission contains information from the Los Angeles Department of Water and Power, which may be confidential. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachment without reading or saving in any manner.



John Barraza <john.barraza@lacity.org>

Re: Permit 854

1 message

John Barraza <john.barraza@lacity.org>

Thu, May 17, 2018 at 12:23 PM

To: Charles Singer <charles.singer@lacity.org>, Cid Macaraeg <Cid.Macaraeg@lacity.org>

Cc: Rob De Hart <rob.dehart@lacity.org>, "Paz, Wilfredo" <Wilfredo.Paz@ladwp.com>

Excellent!

The request for an extension for additional months from May 31, 2018 for the use of Area 1 is hereby approved by both DWP- Lessor and RAP Lessee.

The term for the use of Permitted Area 1 will now run from May 31, 2018 - December 31, 2018 per the date given for the term of invoices provided by DWP/RAP.

This email will serve as official notification of approval of said request from DWP for extension for use of Area 1.

Unless there any issues - Permit request for extension is approved.

Please attach this page to your copies of Permit No 854 as proof that RAP Real Estate approves extension of Permit No. 854 for area 1.

All other conditions of Permit No. 854 will remain in effect through out the term of this permit.

Please ensure all or any necessary insurance per CAO Risk Requirements is in place.

Thanks.

On Thu, May 17, 2018 at 11:41 AM, Charles Singer <charles.singer@lacity.org> wrote:

John, we are good to go -

Thanks all -

On Thu, May 17, 2018 at 10:22 AM, Rob De Hart <rob.dehart@lacity.org> wrote:

Invoices now reference Permit No. 854 (attached).

Rob De Hart
Recreation Supervisor
Municipal Sports Section
Department of Recreation and Parks
City of Los Angeles

Valley Region Headquarters
6335 Woodley Avenue
Van Nuys, CA 91406
Office: (818) 756-8060 ext. 234
Fax: (818) 908-9786
Mail Stop # 641
Rob.DeHart@lacity.org

Park Proud LA

*Achieving Gender Equity through a continuous
commitment to girls and women in sports.*



John Barraza <john.barraza@lacity.org>

Re: Whitsett Follow-Up

1 message

John Barraza <john.barraza@lacity.org>

Tue, Nov 27, 2018 at 7:32 AM

To: Cathie Santo Domingo <cathie.santodomingo@lacity.org>

Cc: "Paz, Wilfredo" <Wilfredo.Paz@ladwp.com>, Julia Gould <julia.gould@lacity.org>, Bill Jones <bill.jones@lacity.org>, Ramon Barajas <ramon.barajas@lacity.org>, Neil Drucker <neil.drucker@lacity.org>, Jackie Keene <jackie.keene@lacity.org>, Cid Macaraeg <cid.macaraeg@lacity.org>, Cathie Santo Domingo <cathie.santodomingo@lacity.org>, Angie Ruiz <Angie.Ruiz@lacity.org>

Hello Wilfredo,

for the sake of expediency and not to further delay your project, This email will serve as Official Notification that Permit No 854 will be extended until

June 2019 for all previously approved work sites per RAP Mgmt instructions.

Except as expressly modified by this Amendment, all terms and conditions of Right of Entry Permit No 854 shall remain in full force and effect.

I will follow up with a formal written approval for your execution to formalize the approval.
Please attach this email to your Permit.

Thank you.

On Wed, Nov 21, 2018 at 11:03 AM Cathie Santo Domingo <cathie.santodomingo@lacity.org> wrote:

Hi Wilfredo,

I'm confirming that RAP will issue ROE up to June 2019.

Real Estate staff will issue this extension when they return from the holidays next week.

Regards and Happy Thanksgiving.

Cathie

On Thu, Nov 8, 2018 at 8:10 AM Paz, Wilfredo <Wilfredo.Paz@ladwp.com> wrote:

Hi Julia and Bill,

That is awesome!

Hi Ramon,

I hope to hear the confirmation from you soon.

Thank you all.

SIGNATURE EXECUTION

PERMITTEE hereby accepts this request for Right-of-Entry Permit No. 854 will be extended until June 2019 – Amendment 2 term extension and all conditions therein.



Permittee Signature

11/30/18

Date

WILFREDO PAZ

Permittee Name (print)

PROJECT MANAGER

Title

AMENDMENT 2 - NEW TERM EXTENSION:
COMMENCEMENT DATE and RAP PERMIT validation:

Nov 27, 2018

Commencement Date



Signature

12/3/18

Date

CID MACRAE

Printed Name

Director of

Title
Real Estate