

BOARD REPORT

NO. 22-142

DATE June 02, 2022

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 1(14) [ISSUANCE OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY] AND CLASS 6(2) [BASIC DATA COLLECTION AND FIELD TESTING OF CITY DEPARTMENTS, WHICH DO NOT RESULT IN SERIOUS OR MAJOR DISTURBANCES TO AN ENVIRONMENTAL RESOURCE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301 AND 15306 OF CALIFORNIA CEQA GUIDELINES

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	<i>Fur</i> C. Santo Domingo	<i>DF</i> _____
J. Kim	_____	N. Williams	_____



 General Manager

Approved _____ Disapproved _____ Withdrawn X

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 A, between the Department of Recreation and Parks (RAP) and the Los Angeles Department of Water and Power (LADWP) for access to Valley Plaza Park, for the operation, sampling, and maintenance of two (2) existing groundwater monitoring wells with a term of thirty (30) years; subject to the approval of the City Attorney as to form (Project);

2. Determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance of any lease, license or permit to use an existing structure or facility] and Class 6(2) [Basic data collection and field testing of City Departments, which do not result in serious or major disturbances to an environmental resource] of City CEQA Guidelines and Article 19, Sections 15301 and 15306 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

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3. Authorize the Board President and Secretary to execute the MOU upon receipt of the necessary approvals; and,
4. 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 ½ mile walking distance of Valley Plaza Park. Due to the facilities, features, programs, and services it provides, Valley Plaza Park 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 B).

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. 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 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. Construction on the NHWWT Project started on August 7, 2017, and is expected to be completed by Fall 2022.

As part of the NHWWT Project, RAP received a written request from LADWP for an MOU to enter Valley Plaza Park for the operation, sampling, and maintenance of two (2) existing groundwater monitoring wells, labelled and described as NH-MW-12 and NH-MW-13 in Exhibit A. The two (2) groundwater monitoring wells were constructed by LADWP under Memorandum of Understanding of Right-of-Entry (MOU-ROE) No. 1070 issued by RAP on February 1, 2021 (Exhibit C).

The MOU subject property is labelled and described as Area 1 (10,000 square feet) and Area 2 (10,000 square feet) as shown in Exhibit A attached. The gross area is estimated to be 20,000 square feet or 0.459 acres.

TREES AND SHADE

The approval of this MOU will have no impact on existing trees or shade at Valley Plaza Park.

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ENVIRONMENTAL IMPACT

The proposed Project consists of issuance of a license to use an existing facility involving negligible or no expansion of use and basic data collection and field testing of City Departments, which do not result in serious or major disturbances to an environmental resource.

According to the parcel profile report retrieved on May 4, 2022, this area resides in a liquefaction zone. The construction of this project will not create conditions that could lead to liquefaction.

This site is not within a coastal, or historic zone. It is located in a methane buffer zone, but the nature of the project is such that it will not increase methane seepage. Therefore, there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed project. As of May 4, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the proposed Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the Project or within the project site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of a historical resource.

Based on this information, 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 1(14) and Class 6(2) of City CEQA Guidelines and Article 19, Section 15301 and 15306 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

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: Ensure an Environmentally Sustainable Park System

Outcome No. 2: Increased opportunities for environmental education

Result: Allow for the collection of groundwater data for scientific studies and to make environmental regulatory decisions.

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

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – Memorandum of Understanding for License
- 2) Exhibit B - LADWP Valley Plaza License Agreement
- 3) Exhibit C - Memorandum of Understanding of Right-of-Entry No. 1070

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 OPERATE, SAMPLE, AND MAINTAIN TWO (2) EXISTING GROUNDWATER MONITORING WELLS

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** for the operation, sampling, and maintenance of two (2) existing groundwater monitoring wells, labelled and described as NH-MW-12 and NH-MW-13 in Exhibit A attached hereto and made a part hereof. The two (2) groundwater monitoring wells were constructed by **Licensee** under Memorandum of Understanding of Right-of-Entry (MOU-ROE) No. 1070 granted by the **Department** to **Licensee** on February 1, 2021.

The “**Subject Premises**” shall be that certain portion of real property identified by Los Angeles County Assessor’s ID Numbers 2321-002-900 and 2324-035-900, which is owned by the City of Los Angeles and under the control and jurisdiction of **DEPARTMENT**, labelled and described as Area 1 (10,000 square feet) and Area 2 (10,000 square feet) as shown in Exhibit A attached. The gross **Subject Premises** area is estimated to be 20,000 square feet or 0.459 acres.

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 thirty (30) 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, Acting Principle Grounds Maintenance Supervisor II, 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, Superintendent, 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 SUBJECT 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 SUBJECT PREMISES**

- A. **LICENSEE** will be responsible for any damages or repairs caused by **LICENSEE**'s activities on the **Subject Premises** 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 FOR LICENSE 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. **REVOCAION OF MEMORANDUM OF UNDERSTANDING FOR 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 for 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

DRAFT

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

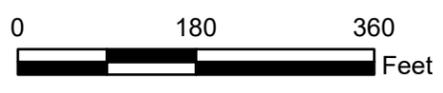
DRAFT

EXHIBIT A: NORTH HOLLYWOOD WEST MONITORING WELLS

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LA County eGIS



EXPLANATION

-  Proposed Monitoring Well
-  Subject Premises
-  Recreation and Parks

WATER QUALITY DIVISION
SOURCE PROTECTION & GROUNDWATER REMEDIATION



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

DEPARTMENT OF RECREATION
AND PARKS

BOARD OF COMMISSIONERS

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PRESIDENT

LYNN ALVAREZ
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TAFARAI BAYNE
NICOLE CHASE
JOSEPH HALPER

HAROLD ARRIVILLAGA
BOARD SECRETARY
(213) 202-2640

City of Los Angeles
California



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MICHAEL A. SHULL
GENERAL MANAGER

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

VICKI ISRAEL
ASSISTANT GENERAL MANAGER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

MATTHEW RUDNICK
ACTING ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

February 5, 2021

Los Angeles Department of Water and Power
Sumita Thappa, Property Manager
221 North Figueroa Street, Suite 1620
Los Angeles, CA 90012

Dear Ms. Thappa:

VALLEY PLAZA PARK – 12240 WEST ARCHWOOD STREET, NORTH HOLLYWOOD, CA 91606: MEMORANDUM OF UNDERSTANDING OF RIGHT-OF-ENTRY (MOU-ROE) AUTHORIZING LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) TO ENTER VALLEY PLAZA PARK TO CONSTRUCT, SAMPLE, AND MAINTAIN 2 GROUNDWATER MONITORING WELLS – MOU-ROE NO. 1070

The City of Los Angeles, Department of Recreation and Parks (hereinafter referred to as **DEPARTMENT**) hereby issues revocable MOU-ROE No. 1070, to LADWP and its contractors (hereinafter referred to as **PERMITTEE**) for temporary access to Valley Plaza Park. This MOU-ROE is granted between the **DEPARTMENT** and **PERMITTEE**. Said MOU-ROE will not become effective until proof of insurance is provided and MOU-ROE is properly executed and returned to the **DEPARTMENT** as noted.

MOU-ROE No. 1070, is issued subject to the following conditions:

1. **MEMORANDUM OF UNDERSTANDING OF RIGHT-OF-ENTRY AREA DEFINED**

The area covered under this MOU-ROE is **DEPARTMENT** property known as Valley Plaza Park - Whitsett Sports Field, Valley Plaza Workout Field. The property is located at 12240 Archwood Street, North Hollywood, CA 91606. Please see attached maps for reference of permitted areas.

2. **PERMISSION GRANTED**

Permission is granted to the **PERMITTEE** and/or its contractor(s) to enter the MOU-ROE area (see attached maps) to construct, sample, and maintain 2 groundwater monitoring wells at the Valley Plaza Park - project site, and other project related work as approved by **DEPARTMENT** staff.



3. **TERM**

The term of this MOU-ROE shall be from February 1, 2021 to January 31, 2024. A request to extend the term or conditions of this MOU-ROE shall be made in writing to the person named in Condition No. 8 below and coordinated with Region staff.

This MOU-ROE can be terminated by the **DEPARTMENT** as listed in Condition No. 12.

4. **HOURS OF OPERATION**

In accordance with this MOU-ROE, the approved operating hours for the permitted work by **PERMITTEE** should be in accordance with scheduled hours of operation as designated and approved by Region staff. Any change or request regarding hours of operation must be requested per Condition No. 8 and approved by **DEPARTMENT** staff.

5. **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.

Mr. Therman Calloway, Pr. Grounds Maintenance Supervisor II, or his designee is the **DEPARTMENT** Maintenance representative for the permitted activities at the subject property.

Mr. Calloway may be reached at: (818) 756-8060, email: therman.callowayjr@lacity.org. **PERMITTEE** shall coordinate all work with Mr. Calloway or his designee upon receipt of this MOU-ROE.

Mr. Rob De Hart, Pr. Recreation Supervisor I, or his designee is the **DEPARTMENT** Recreation representative for the permitted activities at the subject property.

Mr. De Hart may be reached at: (818) 756-8060, email: rob.dehart@lacity.org. **PERMITTEE** shall coordinate all work with Mr. De Hart or his designee upon receipt of this MOU-ROE.

6. **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.

7. **MAINTENANCE OF PROPERTY**

A. **PERMITTEE** will be responsible for any damages or repairs caused during the permitted period.

B. Upon completion of the work, it is understood that the **PERMITTEE** agrees to notify the **DEPARTMENT** of such work. Notification shall be made to the **DEPARTMENT** representative designated in Condition No. 5.

- C. The **PERMITTEE** shall maintain the permitted premises in an orderly condition during the work period or term of agreement, including the protection of those existing facilities at the park that will not be impacted by this project.
- D. Work will not be permitted until **DEPARTMENT** staff is present at the indicated hours of operation.
- E. Contractor shall take all necessary steps to ensure safety and abide by any/all Federal, State and/or Local regulations governing the use and operation of equipment, in the performance of approved work and ensure the protection and warning of any park user that could be in the area.

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

Should the **PERMITTEE** desire modifications to this MOU-ROE, time extensions of the MOU-ROE, or additional work to be performed, etc., request 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

9. **RESTORATION AND FINAL INSPECTION**

PERMITTEE shall restore all **DEPARTMENT** property that is damaged, moved or altered as a result of the permitted work at the permitted area to its original condition. Said restoration shall take place immediately upon the conclusion of said work and shall be performed to the satisfaction of the **DEPARTMENT**. Upon completion of the permitted work, **PERMITTEE** shall contact the **DEPARTMENT** coordinator in Condition No. 5 to arrange a final **DEPARTMENT** inspection of the completed project.

10. **PERMITTEE CONTACT**

PERMITTEE contact will be Sumita Thappa, Property Manager. Ms. Thappa may be reached at (213) 202-0507, cell: (213) 454-3401, email: sumita.thappa@ladwp.com.

11. **FINANCIAL RESPONSIBILITY AND 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** and its contractors shall insure that any of its contractors obtain and keep in force during the term of this MOU-ROE, insurance coverages from insurers acceptable to the **DEPARTMENT**.

Except to the extent attributable to the active negligence or willful misconduct of the **DEPARTMENT, PERMITTEE** 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 or this MOU-ROE on part of **PERMITTEE** 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 **PERMITTEE'S** employees, contractors and agents), or damage or destruction of any property of either party hereto or of third parties.

PERMITTEE shall maintain, during the term of this MOU-ROE, evidence of insurance acceptable to CAO, Risk Management prior to **PERMITTEE'S** occupancy of the premises.

12. REVOCATION OF MEMORANDUM OF UNDERSTANDING OF RIGHT-OF-ENTRY

The **DEPARTMENT** may revoke this MOU-ROE at any time or 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 all work permitted under this MOU-ROE.

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.

Sincerely,

MICHAEL A. SHULL
General Manager



DARRYL FORD
Superintendent
Planning, Maintenance, and Construction Branch

DF/CM/BDM:ar

Attachment

cc: Darryl Ford, Superintendent, Department of Recreation and Parks
Cid Macaraeg, Director of Real Estate, Department of Recreation and Parks
Joe Losorelli, Chief Park Ranger (MS 664)

[SIGNATURE PAGE FOLLOWS]

SIGNATURE EXECUTION

Los Angeles Department of Water and Power, hereby accepts this Memorandum of Understanding of Right-of-Entry No. 1070, and all conditions therein.

Date _____

APPROVED:

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



ANDREW L. LINARD
Director of Water
Engineering & Technical Services

MARTIN L. ADAMS
General Manager and Chief Engineer
By 

ADRIANA RUBALCAVA
Director of Real Estate

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

FEB 17 2021
BY 

JOHN BEANUM
DEPUTY CITY ATTORNEY

Valley Plaza Park
MOU-ROE No. 1070
February 5, 2021
Page 6

COMMENCEMENT DATE and DEPARTMENT MEMORANDUM OF UNDERSTANDING OF
RIGHT-OF-ENTRY validation:

February 1, 2021

Commencement Date



Signature

Cid Macaraeg

Printed Name

February 19, 2021

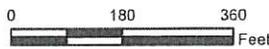
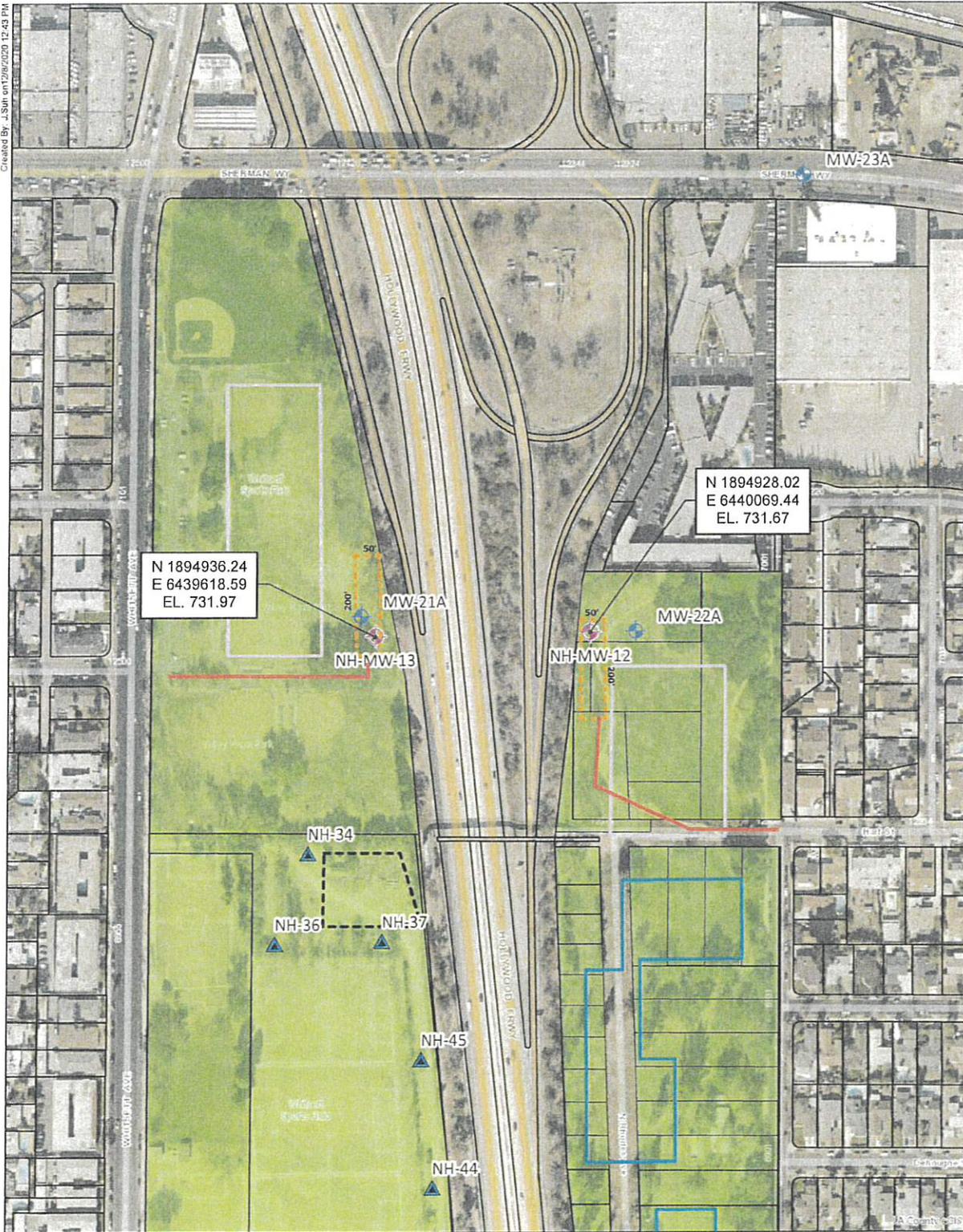
Date

Senior Management Analyst II

Title

NHW - PROP 1 MONITORING WELLS LOCATION

Created By: J.Sun on 12/06/2020 12:43 PM



EXPLANATION

-  Proposed NHW Prop 1 Monitoring Wells
-  Hewitt Monitoring Wells
-  North Hollywood Production Wells
-  Valley Plaza North BMP
-  Proposed BMP Footprint
-  North Hollywood West Remediation Project
-  Recreation and Parks
-  Laydown Area
- Proposed Egress Pathway

WATER QUALITY DIVISION
SOURCE PROTECTION & GROUNDWATER REMEDIATION



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:

Name: Wilfredo Paz Title: Project Manager

Address: 6060 Sepulveda Boulevard, Van Nuys CA 91411

Phone: (818)771-3568 Cell: (213)792-4106 Other: _____

E-mail: wilfredo.paz@ladwp.com Fax: _____

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

Whitsett Sports Baseball Field 7078 Whitsett Av., North Hollywood, CA 91605 and Valley Plaza Workout Field. See map attached.

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

This ROE permit (Permit) is warranted to construct, sample, and maintain two groundwater monitoring wells as shown in the attached Exhibits: one in the Whitsett Sports Baseball Field and the other one in the Valley Plaza Workout Field.

Term – (starting & finishing dates and time of operation):

Construction February 1, 2021- August 2021; and initial groundwater sample collection, September 2021 to January 31, 2024.

Insurance: It is understood that that the PERMITTEE is self-insured concerning claims that may arise as a result of the approved work and use of the permitted area. Permittee shall insure that all contractors obtain and keep in force during the term of this Permit insurance coverage from insurers acceptable to the City of Los Angeles

Other Information: (e.g. # of people in the job site, # of vehicles & vehicle type, other machinery:

Well installation will involve the use of a GEFCO/Speedstar model 50K drill rig, water tender/pipe truck, air compressors, mud system, forklifts, welders, generators, a 10-ton Pulstar pump rig, and crew support trucks. Approximately (10) 20-yard roll-off bins will contain soil cuttings and up to (2), 20,000-gallon portable tanks will containerize groundwater. Staff on site will vary from 2 to roughly 10 people at various stages throughout the project. Periodic deliveries and waste removal will occur as bins and tanks are moved/emptied utilizing vac trucks and roll-off trucks.

LADWP proposes to construct the wells such that the finished product will consist of a 24-inch access cover (LADOT-approved, man-hole lid and ring) set in a 4 to 5-foot square concrete pad extending approximately ½-foot above grade to maximize security and minimize chances for surface water intrusion. The pad may be surrounded by crash posts for better identification by grounds workers if acceptable.

CONTACT THE CITY ADMINISTRATORS OFFICE (CAO) TO PROCESS YOUR INSURANCE AT:
<http://kwikcomply.org>

Provide the CAO insurance approval number here: _____



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners
Cynthia McClain-Hill, President
Susana Reyes, Vice President
Jill Banks Barad
Mia Lehrer
Nicole Neeman Brady
Susan A. Rodriguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

December 14, 2020

City of Los Angeles
Department of Recreation and Parks
Various Sites
Los Angeles, CA

Re: LADWP's Temporary Access to Provide Related Electricity and Water Services

***Los Angeles Department of Water and Power
Liability Insurance Program***

As of March 1, 1986, the Department of Water and Power became self-insured. All liability losses incurred after that date will be paid from operating revenues.

The Office of the City Attorney, Water and Power Division, defends all actions brought against the Department, prepares settlements, and recommends payment of such settlements or judgments.

If you have any further questions, please call me on (213) 367-4061.

Larry Chatman

Larry Chatman,
Chief Risk Manager

Risk Management Section
Los Angeles Department of Water and Power

C: Juan Pelayo