

APPROVED

Sept 15 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-240

DATE Septemeber, 15, 2022

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: KEN MALLOY HARBOR REGIONAL PARK – APPROVAL OF LICENSE AGREEMENT FOR THE PLACEMENT, OPERATION AND MAINTENANCE OF A COMMUNITY AIR MONITORING STATION BY THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) - STATUTORY EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE II, SECTION 2(d) [FEASIBILITY AND PLANNING STUDIES FOR POSSIBLE FUTURE ACTION, ALTHOUGH SUCH STUDIES SHALL INCLUDE CONSIDERATION OF ENVIRONMENTAL FACTORS] AND CATEGORICAL EXEMPTION PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(7) [INSTALLATION OF SCIENTIFIC MEASURING, MONITORING AND TESTING DEVICES], CLASS 6 [BASIC DATE COLLECTION, RESEARCH, EXPERIMENTAL MANAGEMENT AND RESOURCE EVALUATION ACTIVITIES WHICH DO NOT RESULT IN A SERIOUS MAJOR DISTURBANCE TO AN ENVIRONMENTAL RESOURCE], AND CLASS 8 [ACTIONS TAKEN BY REGULATORY AGENCIES AS AUTHORIZED BY STATE OR LOCAL ORDINANCE TO ASSURE THE MAINTENANCE, RESTORATION, ENHANCEMENT, OR PROTECTION OF THE ENVIRONMENT WHERE THE REGULATORY PROCESS INVOLVES PROCEDURES FOR PROTECTION OF THE ENVIRONMENT] OF CITY CEQA GUIDELINES AS WELL AS TO ARTICLE 19, SECTIONS 15262, 15303, 15606 AND 15308 OF CALIFORNIA CEQA GUIDELINES

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



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

BOARD REPORT

PG. 2 NO. 22-240

1. Approve the proposed License Agreement with South Coast AQMD in substantially the form attached to this Report as Exhibit B for the placement, operation and maintenance by South Coast AQMD of a community air monitoring station at Ken Malloy Harbor Regional Park's parking lot (as specified in the proposed License Agreement and on Exhibit A of this Report) for a term five (5) years;
2. Authorize the Department of Recreation and Parks' (RAP) General Manager or designee to execute the License Agreement upon receipt of all necessary approvals;
3. Determine that the project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2(d) [Feasibility and planning studies for possible future action, although such studies shall include consideration of environmental factors] and categorically exempt pursuant to Article III, Section 1, Class 3(7) [Installation of scientific measuring, monitoring and testing devices], Class 6 [Basic data collection, research, experimental management and resource evaluation activities which do not result in a serious major disturbance to an environmental resource], and Class 8 [Actions taken by regulatory agencies as authorized by State or local ordinance to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment] of City CEQA Guidelines as well as to Article 19, Sections 15262, 15303, 15606 and 15308 of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk; and,
4. 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 a NOE.

SUMMARY

Ken Malloy Harbor Regional Park (Park) is located at 25820 Vermont Avenue, Harbor City, California 90710. This 290.87-acre park provides a golf course, picnic areas, a walking/jogging trail, a lake, a swimming pool, multipurpose fields, and children's play areas for the community. Approximately Nine Thousand Five Hundred Seventy-Two (9,572) City residents live within a one-half (1/2) mile walking distance of Ken Malloy Harbor Regional Park. Due to the facilities, features, programs, and services it provides, Ken Malloy Harbor Regional Park meets the standard for a Regional Park, as defined in the City's Public Recreation Plan.

Harbor Park Golf Course (Golf Course) is part of Ken Malloy Harbor Regional Park and the Golf Course is located at 1235 North Figueroa Place, Wilmington, CA 90744.

BOARD REPORT

PG. 3 NO. 22-240

South Coast AQMD is the regulatory agency responsible for improving air quality for large areas of Los Angeles, Orange, Riverside, and San Bernardino counties, including the Coachella Valley. For this purpose, South Coast AQMD maintains several air monitoring stations throughout the region. The proposed community air monitoring station (Station) to be placed and operated at the Park is a part of the network of ten (10) community air monitoring stations established by South Coast AQMD in communities near major oil refineries to satisfy the requirements of South Coast AQMD Rule 1180 – refinery Community and Fenceline Air Monitoring and California Assembly Bill 1647 (AB1647) that requires refinery related community air monitoring for all refineries in the State.

On September 4, 2019, RAP issued Right of Entry (ROE) permit No. 942 to South Coast AQMD for placing the Station on the parking lot adjacent to the Golf Course (copy of ROE is attached as Exhibit C). South Coast AQMD has been occupying four (4) parking spots in the parking lot located directly outside the entry gate of a solar panel area adjacent to West L Street (Exhibit A). The location of the Station does not interfere with the ingress and egress to the solar panel area. The ROE permit (permit No. 942) will expire on September 4, 2022.

South Coast AQMD is requesting the Board of Recreation and Park Commissioners (Board) authorization for the Station to remain in the same location for an additional five (5) years to collect continuous air quality data at the Station (Proposal letter attached as Exhibit D). The Station comprises a portable metal office container with air monitoring equipment fenced by a security-grade chain-link fence. The Station measures 20' long, 8' wide, and 8' tall. Between one and four South Coast AQMD staff members visit the Station approximately twice per week during normal business hours, and occasionally on weekends to perform air monitoring equipment maintenance as required. The staff members wear South Coast AQMD security badges and drive South Coast AQMD official vehicles.

Upon the conclusion of said work, South Coast AQMD will immediately make repairs to the asphalt, including patching, filling holes, and repainting existing stall lines within the area.

RAP's Park Maintenance Division and Construction Division reviewed and approved this proposal. Furthermore, Golf Division has no issue with this proposal as this does not affect the parking lot on Harbor Park Golf Course. Therefore, RAP staff recommends the Board approve the proposed License Agreement for the placement, operation and maintenance of South Coast AQMD's air monitoring station for a term of five (5) years.

BOARD REPORT

PG. 4 NO. 22-240

Impact to Trees and Plants

The requested placement and operation of the Station will not impact any trees or plants.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of feasibility and planning study; installation of scientific measuring, monitoring and testing devices; information collection, and actions by regulatory agencies for protection of the environment.

According to the parcel profile report retrieved on August 29, 2022, this area does not reside in a liquefaction zone, is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact 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 August 29, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the 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 proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based on this information, staff recommends that the Board determine that it is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2(d) and it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(7), Class 6 and Class 8 of City CEQA Guidelines as well as to Article 19, Sections 15262, 15303, 15306 and 15308 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

There is no fiscal impact on RAP's General Fund 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: The park is safe and welcoming

BOARD REPORT

PG. 5 NO. 22-240

Result: The installation of the Station at Ken Malloy Harbor Regional Park will continue to ensure air quality and public health are protected and therefore, enhance the park user's experience.

This Report was prepared by Felice Chen, Management Analyst II, Real Estate and Asset Management Section, Planning, Construction and Maintenance Branch.

List of Attachments

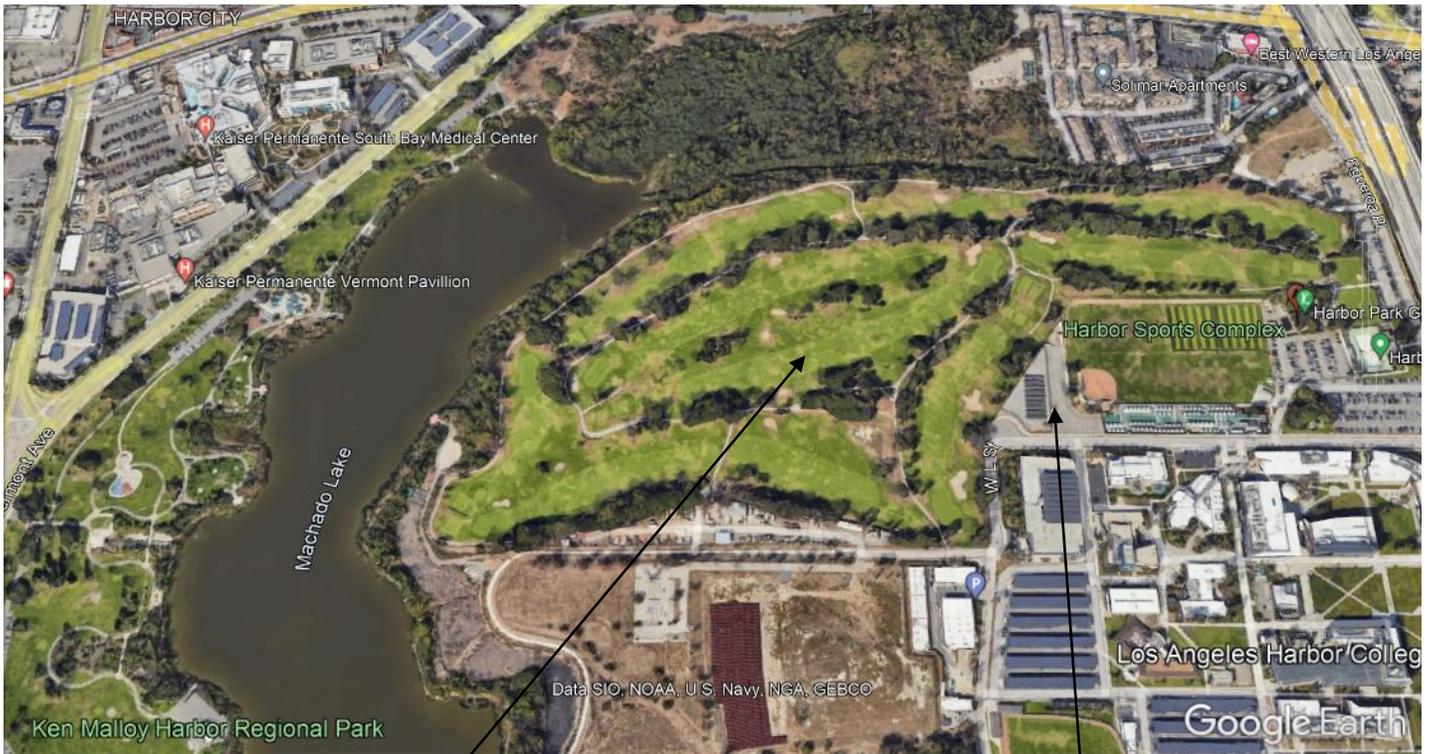
Exhibit A – Site Map

Exhibit B – 5-year License Agreement with South Coast AQMD

Exhibit C – RAP executed Right of Entry Permit No. 942

Exhibit D – Proposal Letter from South Coast AQMD to RAP dated June 30, 2022

Exhibit A



Harbor Park Golf Course

Air monitoring station

Community Air Monitoring Station at the location



**LICENSE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
AT KEN MALLOY HARBOR REGIONAL PARK**

This LICENSE AGREEMENT (“AGREEMENT”) is entered into as of _____, 2022 (“COMMENCEMENT DATE”), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and South Coast Air Quality Management District, a government regulatory agency (“LICENSEE” or “South Coast AQMD”). CITY and LICENSEE may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns, operates and maintains certain real property commonly known as Ken Malloy Harbor Regional Park (“Park”); and,

WHEREAS, LICENSEE desires to place, operate and maintain on certain portions of the Park a community air monitoring station (size 20-foot x 8-foot x 8-foot) to collect continuous air quality data; and,

WHEREAS, RAP is amenable to authorizing such use of the Park pursuant to the terms and conditions of this AGREEMENT for a period of five (5) years.

NOW THEREFORE, in consideration of the foregoing, the anticipated benefits to the public, and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. License to Use and Description of Premises.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LICENSEE by this AGREEMENT, the non-exclusive use of the PREMISES (defined below) solely for the purpose set forth in Section 4 (“PERMITTED USE”). RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PERMITTED USE. The PREMISES authorized for use by LICENSEE under the terms and conditions of this AGREEMENT is defined as follows:

- a. In the parking lot of the Park, four (4) parking spots located directly outside the entry gate of the solar panel area adjacent to West L Street, as depicted by the site map attached hereto as Exhibit A.

2. Term and Termination.

The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be five (5) years from the COMMENCEMENT DATE. CITY may revoke this AGREEMENT at any time or if LICENSEE does not comply with the conditions contained herein. Upon receipt of the written notice of termination, LICENSEE shall return the property to its original condition and discontinue all

work permitted under this AGREEMENT.

3. Access to Premises.

LICENSEE, shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third party access and use of the PREMISES shall be supervised by the LICENSEE at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

LICENSEE personnel's access to the PREMISES shall only be during the following hours: between the hours of 7:00 am and 6:00 pm. ("PERMITTED TIMES"). LICENSEE shall not access the PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. LICENSEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

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

CITY makes no warranties whatsoever regarding the condition of the PREMISES. LICENSEE has inspected the PREMISES and found it suitable for LICENSEE's purposes. CITY 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 CITY from all such liability, it being the intent of the Parties that LICENSEE shall maintain adequate insurance to cover any such losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate LICENSEE's right to conduct such activities at the PREMISES by providing written notice to LICENSEE of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LICENSEE of same.

It is understood by PARTIES that the PREMISES are located in public parks and therefore shall not be considered exclusive to the LICENSEE, nor shall access to the PREMISES be restricted to the general public except in connection with the fenced area as set forth in Section 4.

4. Permitted Use and Use Restrictions.

LICENSEE shall not expand and/or change the scope of PERMITTED USE set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. LICENSEE is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTED USE: LICENSEE shall use the PREMISES solely for the placement, operation and maintenance of an air monitoring station (“Station”). The Station shall be comprised of a portable metal office container (with dimensions of 20ft x 8ft x 8ft) with air monitoring equipment fenced by a security-grade chain-link fence and a power pole. The fence shall be at a depth of approximately one foot and the power pole at an approximate depth of six to eight feet. Between one and four of LICENSEE staff members may access the station approximately twice per week during the PERMITTED TIMES, and occasionally on weekends, to perform maintenance on the Station as required. All of such LICENSEE personnel shall wear South Coast AQMD security badges and drive South Coast AQMD official vehicles which accessing the PREMISES. LICENSEE shall be responsible for all costs and expenses related to its use of the PREMISES, including all costs of utilities and any repairs or restoration of the PREMISES.
- b. LICENSEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff participating in the activities at the PREMISES, throughout the TERM of this AGREEMENT. In doing so, LICENSEE shall maintain regular communication with RAP staff to ensure LICENSEE’s compliance with such policies, procedures, regulations, orders and requirements and LICENSEE shall be solely responsible for all costs related to ensuring such compliance.
- c. LICENSEE shall provide sufficient staff for the operation of its activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY.
- d. LICENSEE shall not sub-let or issue any permit for use of the PREMISES.
- e. LICENSEE shall comply, and ensure any of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the operation of LICENSEE’s activities on the PREMISES.
- f. LICENSEE is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

- g. The dispensing and /or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted on the PREMISES.
- h. No merchandise shall be sold or authorized to be sold on the PREMISES.

5. Obligations of LICENSEE. LICENSEE shall:

- a. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- b. Punctually pay or cause to be paid all LICENSEE financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. LICENSEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LICENSEE's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- c. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.

6. Maintenance and Repair of Premises.

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, LICENSEE, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PREMISES as described herein.

- a. LICENSEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or LICENSEE, and regardless of cause.

- b. LICENSEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LICENSEE shall perform the following maintenance duties on daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash;
 - ii. Keep the PREMISES and the nearby areas clean at all times;
 - iii. Pick up and dispose of trash and debris whether by LICENSEE activity or activity of a contracted vendor or any participant of LICENSEE services;
 - iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
 - v. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.
- d. LICENSEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
- e. LICENSEE shall be responsible for securing LICENSEE's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of LICENSEE personal property before, during, or after PERMITTED TIMES.
- f. LICENSEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during LICENSEE's activities or operations, or that is caused by LICENSEE's use of the PREMISES; LICENSEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.
- g. LICENSEE shall restore all RAP property that is damaged, moved or altered as a result of its activities on the 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 or termination of this AGREEMENT and such restoration shall be performed to

the satisfaction of RAP. Upon completion of the activities, LICENSEE shall contact the designated RAP coordinator to arrange a final inspection of the completed work. LICENSEE shall be responsible for any unreasonable wear or tear caused to the PREMISES or the surrounding premises and/or any damage to equipment, including any costs incurred to clear or repair the same.

7. Insurance.

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, LICENSEE shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LICENSEE or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. LICENSEE will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit B attached hereto and incorporated herein by reference.

- a. LICENSEE shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LICENSEE thirty (30) calendar days written notice.

If any of the required insurance contains aggregate limits or applies to other operations of LICENSEE outside of this AGREEMENT, LICENSEE shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LICENSEE shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) calendar days of the knowledge of same.

If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LICENSEE shall provide CITY at least thirty (30) calendar days (ten (10) calendar days for non- payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LICENSEE.

- b. LICENSEE's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may

immediately terminate this AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and LICENSEE agrees to reimburse CITY for all money so paid for such procurement or renewal.

- c. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LICENSEE's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

8. Indemnification.

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LICENSEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including LICENSEE's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LICENSEE, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

LICENSEE is aware of the condition of the PREMISES and accepts the PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. LICENSEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

LICENSEE further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this AGREEMENT and LICENSEE hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of LICENSEE's performance under this AGREEMENT, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. LICENSEE further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

9. **Signage.**

No signs or banners of any kind shall be displayed by LICENSEE unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at LICENSEE's expense, of any sign previously approved by RAP and installed, or caused to be installed, by LICENSEE.

10. **Notices and Contacts.**

Any notice, request for consent, or statement ("NOTICE"), that RAP or LICENSEE is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or LICENSEE may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested. All NOTICES shall be addressed as follows:

Contacts for LICENSEE:

Olga Pikelnaya
Program Supervisor Rule 1180 air monitoring
South Coast Air Quality Management District
21865 Copley Drive,
Diamond Bar, CA 91765
Email address: opikelnaya@aqmd.gov
Telephone: (909) 396-3157

Contacts for RAP:

Darryl Ford, Superintendent
Planning, Maintenance and Construction Branch
Real Estate & Asset Management Unit
221 N. Figueroa Street, Suite 400
Los Angeles, California 90012
Email address: Darryl.Ford@lacity.org
Telephone: (213) 202-2607

11. **Representations and Warranties.**

CITY and LICENSEE each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and LICENSEE, enforceable in accordance with its terms and conditions.

12. **No Joint Venture or Agency Relationship.**

Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. LICENSEE shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will LICENSEE represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LICENSEE the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

13. Relationship of Parties.

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

14. Safe Practices.

LICENSEE shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), LICENSEE must notify the RAP contacts referenced in Section 16 as soon as possible but no later than twenty-four (24) hours after LICENSEE has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PREMISES shall be provided to RAP within seventy-two (72) hours. LICENSEE shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefor. LICENSEE shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

15. Suspected Child Abuse.

LICENSEE must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. LICENSEE shall notify the RAP contacts specified in Section 10 within 24 hours after a report has been made.

16. Hazardous Substances

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LICENSEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used at the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LICENSEE to any governmental agency or third party under applicable statute. No lead or oil-based

paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the PREMISES.

17. Taxes and Possessory Interest

LICENSEE shall pay all taxes of whatever character that may be levied or charged upon the rights of LICENSEE to use the PREMISES, or upon LICENSEE's improvements, fixtures, equipment, or other property thereon or upon LICENSEE's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LICENSEE, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

18. Incorporation of Documents

This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Map for Ken Malloy Harbor Regional Park

Exhibit B: Insurance Requirements and Instructions for Submission

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

SOUTH COAST AIR QUALITY MONITORING DISTRICT

By: _____
Jimmy Kim, General Manager

By: _____

Date: _____

Title: _____

Date: _____

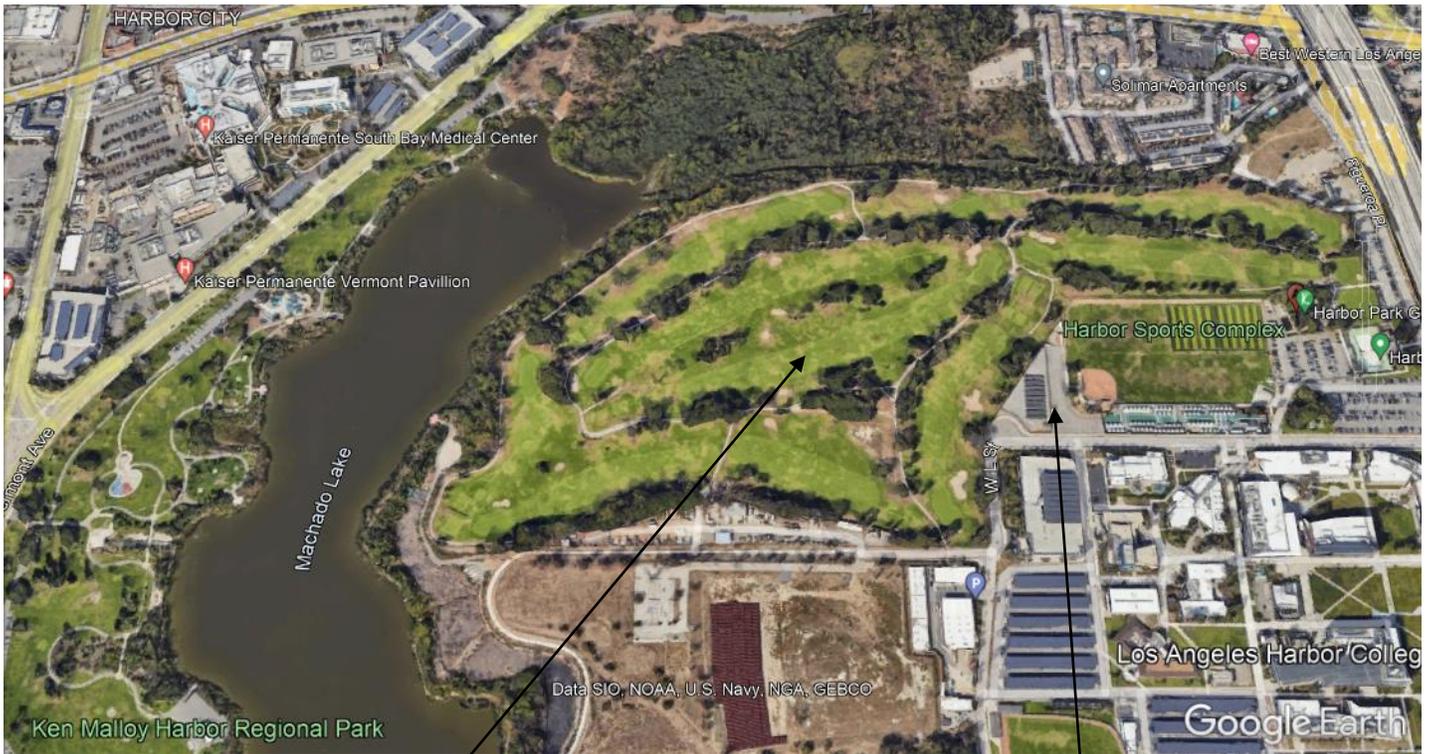
APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A



Harbor Park Golf Course

Air monitoring station

Community Air Monitoring Station at the location



Required Insurance and Minimum Limits

Exhibit B

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)** _____

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability** _____

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____

___ **Crime Insurance** _____

Other: _____

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

DEPARTMENT OF RECREATION
AND PARKS

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CATHIE SANTO DOMINGO
ACTING ASSISTANT GENERAL MANAGER

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

September 4, 2019

South Coast Air Quality Management District
Sumner Wilson, Principal Air Quality Instrument Specialist
21865 Copley Drive
Diamond Bar, CA 91765

Dear Mr. Wilson:

**KEN MALLOY HARBOR REGIONAL PARK – RIGHT-OF-ENTRY TO SOUTH COAST AIR
QUALITY MANAGEMENT DISTRICT TO DEPLOY A PORTABLE AIR MONITORING TRAILER
- PERMIT NO. 942**

The City of Los Angeles, Department of Recreation and Parks, (hereinafter referred to as "RAP"), hereby issues a temporary right of entry permit to South Coast Air Quality Management District (SCAQMD), (hereinafter referred to as "PERMITTEE"), for temporary access to Ken Malloy Harbor Regional Park. This Right of Entry permit is granted between the RAP and PERMITTEE. Said permit will not become effective until properly executed and returned to the RAP as noted.

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

1. PERMIT AREA DEFINED

The area (PERMIT AREA) to be covered under this PERMIT is within Ken Malloy Harbor Regional Park, located at 25820 South Vermont Avenue, Los Angeles, CA 90710; four (4) parking spots located directly outside the entry gate of the solar panel area adjacent to West L Street. PERMIT AREA is depicted on the attached Site Plan (Exhibit A).

2. PERMISSION GRANTED

Permission is granted to PERMITTEE and/or its contractor(s) to enter the PERMIT AREA to deploy a portable air monitoring trailer to perform air monitoring downwind of the Phillips 66



Wilmington refinery. PERMITTEE will have regular site visits every few days to collect samples and maintain equipment. The portable trailer measures 14' long, 8' wide, and 9' tall. One (1) to four (4) SCAQMD staff will access PERMIT AREA the air monitoring trailer.

A temporary fence and power pole will be installed in the ground. The fence is at a depth of approximately one foot (1') and the power pole at an approximately depth of six to eight (6-8) feet. Prior to any installation work, the contractor (Power Plus Inc.) will call Dig-Alert to verify no underground utilities or pipelines are damaged during pole installation. All of the cost of the site work will be paid for by SCAQMD. Upon the conclusion of said work, PERMITTEE will immediately make repair to the asphalt; which may include patching, filling of holes and repainting existing stall lines within PERMIT AREA. Details also see Conditions No. 7 and No. 9.

3. TERM

The term of this permit shall be from September 4, 2019 through September 4, 2020. A request to extend the term or conditions of this permit shall be made in writing to the person named in Condition No. 8 below.

This PERMIT can be terminated by the RAP as listed in Condition No. 12.

4. HOURS OF OPERATION

In accordance with this permit, the site visits conducted by PERMITTEE should be in accordance with the scheduled hours of operation for the park.

5. RAP AUTHORITY

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

Mr. Raul Leon, Principal Ground Maintenance Supervisor II, or his designee is the RAP representative for the permitted activities at the subject property.

Mr. Leon may be reached at: (310) 548-7598. PERMITTEE shall coordinate all work with Mr. Leon or his designee upon receipt of this PERMIT.

6. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the RAP 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 RAP of such work. Notification shall be made to the RAP 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.

8. PERMIT NOTIFICATIONS

Should the PERMITTEE desire modifications to this PERMIT, time extensions of the permit, 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, and 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 RAP 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 RAP. Upon completion of the permitted work, PERMITTEE shall contact the RAP coordinator in Condition No. 5 to arrange a final RAP inspection of the completed project.

10. PERMITTEE CONTACT

The PERMITTEE contact will be Sumner Wilson, Principal Air Quality Instrument Specialist and can be reached at his office phone number: (909) 396-2148 or Cell number: (909) 967-6178; and his E-mail address is: SWilson@aqmd.gov.

11. INDEMNIFICATION AND INSURANCE

Except for the active negligence or willful misconduct of City, PERMITTEE undertakes and agrees to defend, indemnify and hold harmless City and any and all of City's Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including PERMITTEE's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of, or incidental to, the performance of this permit on the part of PERMITTEE and/or their contractor or sub-contractor of any tier.

PERMITTEE is insured and shall additionally insure the City of Los Angeles for the coverages specified by the CAO, as a requirement of this permit. PERMITTEE shall maintain, during the term of this permit, evidence of insurance acceptable to CAO, Risk Management prior to PERMITTEE's occupancy of the premises.

CITY insurance certificate approval number ("CA number") has been obtained as:
CA 2025132

12. REVOCAION OF PERMIT

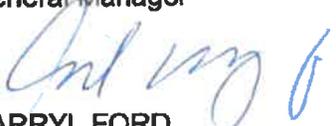
The RAP may revoke this Permit at any time or if PERMITTEE does not comply with the conditions contained herein. Upon receipt of the written notice of revocation, PERMITTEE shall return the property to its original condition and discontinue all work permitted under this permit.

13. ACCEPTANCE

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

Sincerely,

MICHAEL A. SHULL
General Manager



DARRYL FORD
Acting Superintendent
Planning, Maintenance, and Construction Branch

DF/CM/FC:ar

Attachment: Exhibit A – Site Plan

cc: Raul Leon, Principal Grounds Maintenance Supervisor II (MS 644)
Bill Lopez, Senior Park Maintenance Supervisor (MS 644)

[SIGNATURE PAGE FOLLOWS]

SIGNATURE EXECUTION

KEN MALLOY HARBOR REGIONAL PARK – RIGHT-OF-ENTRY TO SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT TO DEPLOY A PORTABLE AIR MONITORING TRAILER - PERMIT NO. 942

As the authorized representative of PERMITTEE, I hereby accept this Permit No. 942 and the conditions contained herein:


Permittee Signature

9/15/19
Date

MATT MIYAGATO
Permittee Name (print)

DEPUTY EXECUTIVE OFFICER
Title

APPROVED AS TO FORM

BAYRON T. GILCHRIST, GENERAL COUNSEL

By: 

Date: 9/15/19

COMMENCEMENT DATE and RAP PERMIT validation:

9/19/19
Commencement Date


Signature

9/19/19
Date

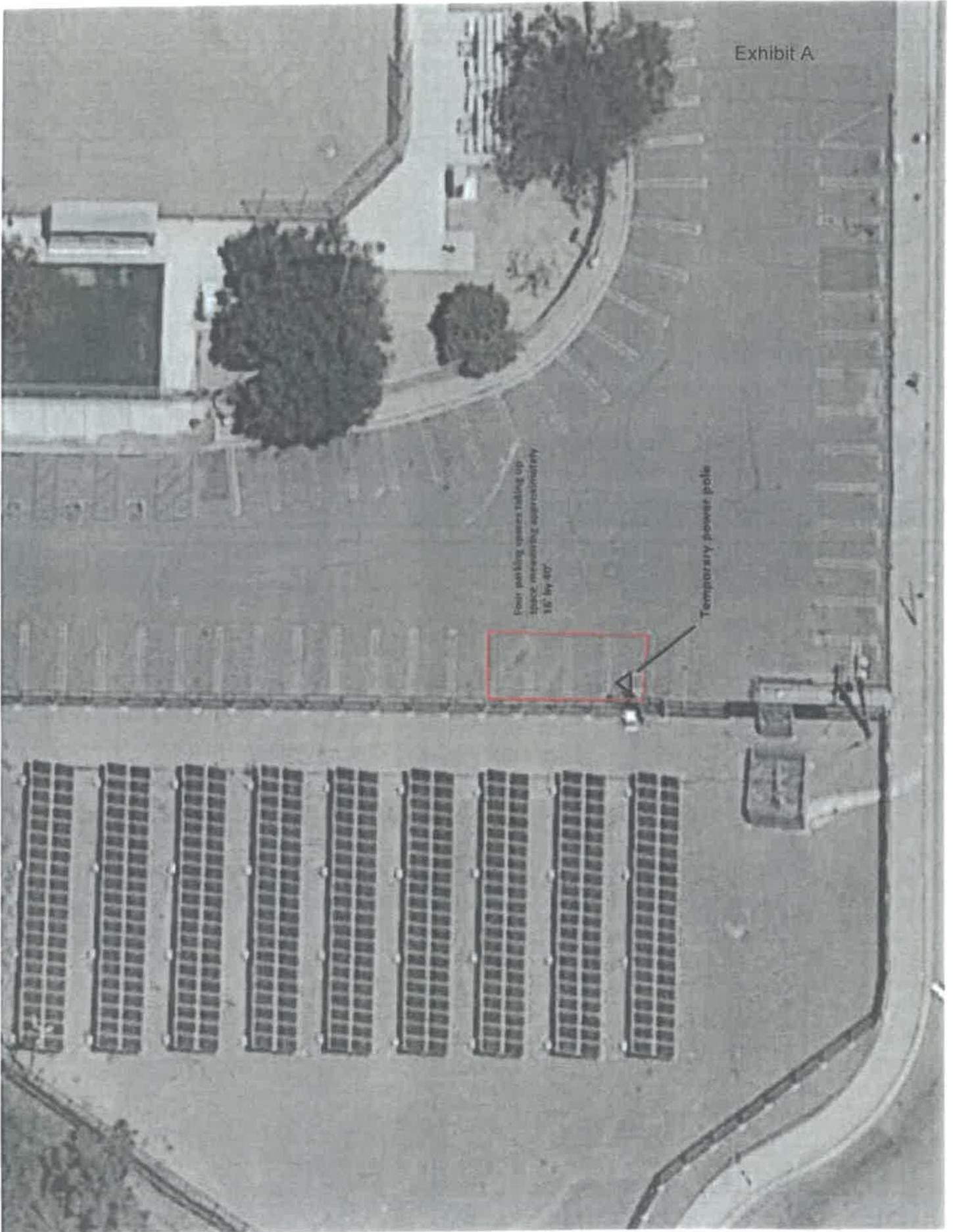
Matt Miyagato
Printed Name

S. MA IT
Title

Exhibit A

Four parking spaces taking up
space measuring approximately
16' by 40'

Temporary power pole



DEPARTMENT OF RECREATION
AND PARKS

BOARD OF COMMISSIONERS

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(213) 202-2640

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ASSISTANT GENERAL MANAGER

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

July 14, 2020

South Coast Air Quality Management District
Dr. Olga Pikelnaya, Program Supervisor
21865 Copley Drive
Diamond Bar, CA 91765

**KEN MALLOY HARBOR REGIONAL PARK – RIGHT-OF-ENTRY TO SOUTH COAST AIR
QUALITY MANAGEMENT DISTRICT TO DEPLOY A PORTABLE AIR MONITORING TRAILER
- PERMIT NO. 942 – AMENDMENT No.1**

Dear Dr. Pikelnaya:

Per your organization's request on July 8, 2020, this letter will serve as official notification that the City of Los Angeles, Department of Recreation and Parks approves your organization's request for an amendment to your temporary revocable right-of-entry Permit No. 942 ("PERMIT") issued September 4, 2019. Section 3, TERM of said PERMIT, shall be amended to the specific conditions as follows:

Section 3 - TERM

This PERMIT shall be extended through September 4, 2022.

All the provisions and conditions listed in the PERMIT No. 942 shall remain in full force and effect throughout the entire term of this extension. Please make sure all insurance is current before work is started.

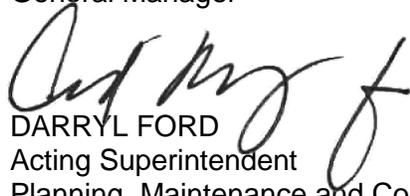


South Coast Air Quality Management District
July 14, 2020
ROE 942
Page 2

Please coordinate all activities with Mr. Raul Leon or his designee. Mr. Leon may be contacted at (310) 548-7598.

Sincerely,

MICHAEL A. SHULL
General Manager

A handwritten signature in black ink, appearing to read "Darryl Ford", is written over the printed name and title of the sender.

DARRYL FORD
Acting Superintendent
Planning, Maintenance and Construction Branch

MAS/DF:ln

cc: Randy Kelly, Superintendent, Pacific Region
Raul Leon, Principal Grounds Maintenance Supervisor II, Pacific Region
Kent Hesselgrave, Construction and Maintenance Supervisor II, Pacific Region



South Coast Air Quality Management District

South Coast
AQMD 21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

June 30, 2022

Felice Chen
Real Estate Division
Department of Recreation and Parks, City of Los Angeles

RE: Request for Continued Placement of South Coast AQMD Community Air Monitoring Station on the Grounds of Ken Malloy Harbor Regional Park

Dear Ms. Chen,

South Coast AQMD would like to request permission for continued placement of a community air monitoring station on the grounds of Ken Malloy Harbor Regional Park located at 25820 South Vermont Avenue (see Exhibit A) for an additional five (5) years.

South Coast AQMD is the regulatory agency responsible for improving air quality for large areas of Los Angeles, Orange, Riverside and San Bernardino counties, including the Coachella Valley. For this purpose, South Coast AQMD maintains several air monitoring stations throughout the region.

In September 2019, South Coast AQMD obtained a right of entry (ROE) permit No. 942 for the purpose of establishing a community air monitoring station on the grounds of Ken Malloy Harbor Regional Park (copy of ROE is attached). Since December 2019, South Coast AQMD has been collecting continuous air quality data at this site and providing it to the community. The current ROE is expiring on September 4, 2022, and a new approval from the Board of Recreation and Park Commissioners is required in order to continue operation of this community air monitoring station.

The station occupies four (4) parking spots located directly outside the entry gate of the solar panel area adjacent to West L Street. The station comprises of a portable metal office container (with dimensions of 20ft x 8ft x 8ft) with air monitoring equipment fenced by a security-grade chain-link fence (see Exhibit B). Between one and four South Coast AQMD staff members visit the station approximately twice per week during normal business hours, and occasionally on weekends to perform air monitoring equipment maintenance as required. The staff members wear South Coast AQMD security badges and drive South Coast AQMD official vehicles.

The temporary fence and power pole installed for this project will be maintained by South Coast AQMD, and all of the cost of the site work, such as utilities, will be paid for by South Coast AQMD. Upon the conclusion of said work, South Coast AQMD will immediately make repairs to the asphalt; which may include patching, filling of holes and repainting existing stall lines within the area, and will restore the area to its original condition. Said restoration will take place immediately upon the conclusion of said work and to the satisfaction of RAP. Upon completion of said work, South Coast AQMD will contact the designated RAP coordinator to arrange a final RAP inspection of the completed project.

Cleaning the air that we breathe...™



South Coast Air Quality Management District



21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

This station is a part of the network of ten (10) community air monitoring stations established by South Coast AQMD in communities near major refineries to satisfy the requirements of South Coast AQMD Rule 1180 – Refinery Community and Fenceline Air Monitoring and California Assembly Bill 1647 (AB1647) that requires refinery related community air monitoring for all refineries in the State.

Air monitoring data collected at the station is reported to the public in near real-time via a dedicated website: <https://xappprod.aqmd.gov/Rule1180CommunityAirMonitoring/> (this station is designated as “Harbor Park” on the data platform). The public can also subscribe for email notifications when concentrations of pollutants exceed pre-determined thresholds.

Air monitoring data collected at this location provides valuable information about air quality for the environmental justice community of Wilmington which is adjacent to Phillips 66 Wilmington Refinery. South Coast AQMD staff is therefore requesting approval of the Board of Recreation and Park Commissioners and Los Angeles City Council to continue maintaining this community air monitoring station for at least five (5) years starting September 4, 2022 through September 4, 2027.

Thank you in advance for your assistance with this request. Please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,

Olga Pikelnaya

Olga Pikelnaya
Program Supervisor Rule 1180 air monitoring
South Coast Air Quality Management District
21865 Copley Drive,
Diamond Bar, CA 91765
opikelnaya@aqmd.gov
(909) 396-3157

Exhibit A

Google Earth view of the area (red circle identifies the location of South Coast AQMD Harbor Park Community Air Monitoring Station).

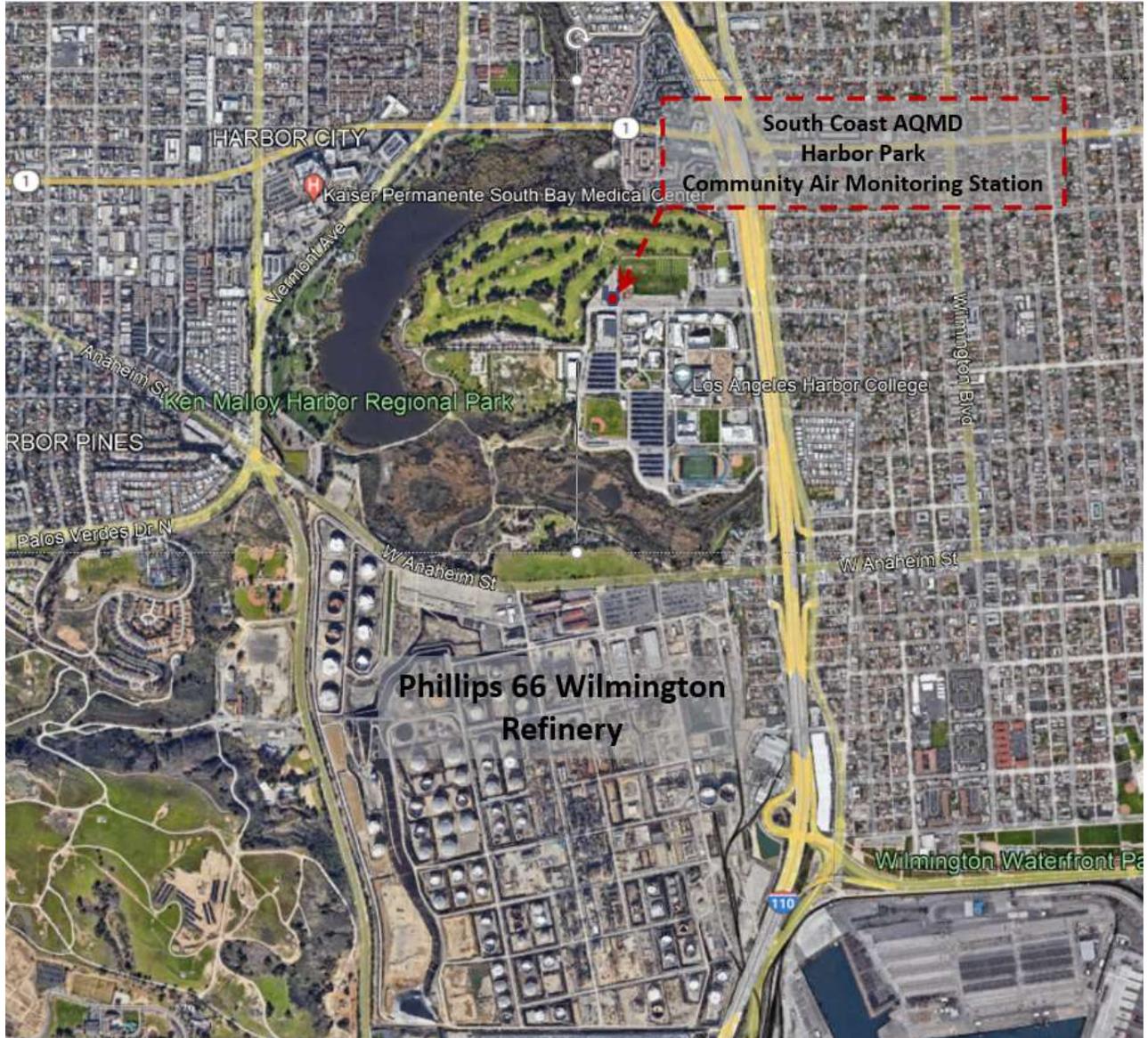


Exhibit B

Close-up Google Earth Images (panels a and b) and photographs (panels c and d) of Harbor Park Community Air Monitoring Station.

