

# APPROVED

APR 20 2023

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

**NO.** 23-082

**DATE** April 20, 2023

**C.D.** 15

### BOARD OF RECREATION AND PARK COMMISSIONERS

**SUBJECT:** KEN MALLOY HARBOR REGIONAL PARK – APPROVAL OF LICENSE AGREEMENT TO COLLECT GROUNDWATER SAMPLES FOR CHEMICAL ANALYSIS FROM THREE GROUNDWATER MONITORING WELLS FOR TEN YEARS BY TRIHYDRO CORPORATION - CATEGORICAL EXEMPTION 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 AND ARTICLE 19, SECTIONS 15303, 15606 AND 15308 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre \_\_\_\_\_

M. Rudnick \_\_\_\_\_

*FuE* C. Santo Domingo DF

B. Jackson \_\_\_\_\_

N. Williams \_\_\_\_\_

General Manager

Approved   X  

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the proposed License Agreement with Trihydro Corporation (Trihydro) in substantially the form attached to this Report as Exhibit B which allows Trihydro to collect groundwater samples for chemical analysis from three (3) groundwater monitoring wells, MW-202, MW-203, and MW-204 at certain portions of Ken Malloy Harbor Regional Park (Ken Malloy Park) (as specified in the proposed License Agreement and on Exhibit A of this Report) for a term of ten (10) years (License Agreement) without the imposition of a use fee in light of the benefits to be derived from gathering information about the groundwater underneath Ken Malloy Park;

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2. Find and approve that the use of Ken Malloy Park as contemplated under the License Agreement is consistent with the use of the park for a park purpose because the information provided from such use will directly benefit the Department of Recreation and Parks (RAP) and the public in the use of Ken Malloy Park.
3. Authorize the Department of Recreation and Parks' (RAP) General Manager or designee to execute the License Agreement upon receipt of all necessary approvals;
4. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) 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 the protection of the environment] of City CEQA Guidelines and Article 19, Sections 15303, 15606 and 15308 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
5. 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; and,
6. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

### 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.

On December 22, 1994, the Regional Water Quality Control Board (Regional Board) for the Los Angeles Region issued a Cleanup and Abatement Order Number 94-139 to Phillips 66, which owns an oil refinery near the Park. Pursuant to this order, Trihydro Corporation collects groundwater samples from 3 groundwater monitoring wells, MW-202, MW-203, and MW-204 (Wells) at certain portions of the Park for Phillips 66. The purpose of the sampling is to monitor groundwater quality in the water table at the location of the Wells, which are currently sampled semiannually in April/May and in October/November. The collection of groundwater samples for chemical analysis is to identify the existence of contaminants in the groundwater underneath the Park. Trihydro Corporation anticipates accessing the Wells for sampling for a time possibly exceeding the next ten years.

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The groundwater monitoring well MW-202 has been sampled semiannually since 1993. The groundwater monitoring wells MW-203 and MW-204 were installed by Trihydro Corporation for Phillips 66 in April 2019 and were sampled quarterly from August 2019 through April 2021 and semiannually thereafter. Right of Entry (ROE) permits were issued to Trihydro Corporation for all sampling events since 2009.

On April 14, 2022, RAP issued a Right of Entry permit (ROE Permit No. 1290) to Trihydro Corporation to collect groundwater samples from the Wells for groundwater quality monitoring. ROE Permit No. 1290 expired on November 21, 2022.

Considering the continuing need to access the Wells for water sampling for the foreseeable future, Trihydro Corporation is requesting the Board of Recreation and Parks Commissioners (Board) to grant approval to collect groundwater samples from the Wells at certain portions of the location at Ken Malloy Harbor Regional Park for ten (10) years (Proposal letter (Exhibit C) and a map (Exhibit A) attached). The groundwater sampling activities consist of a truck with a poly tank on a trailer parked next to each well and a 2" Grundfos pump powered into each well. Approximately 60-100 gallons of groundwater will be pumped from each well into the poly tank and subsequently disposed of at Phillips 66 Wilmington Refinery. After pumping groundwater from each well, approximately three (3) liters of groundwater will be collected from each of the wells and will be containerized and placed in a cooler for transport to a laboratory. The Trihydro Corporation's truck shall be parked on the gravel paths only and shall not be parked on top of the vegetation.

The groundwater sampling of the three wells will be conducted twice per year over the duration of one to two days between the hours of 7:00 am and 3:00 pm. Two to three Trihydro employees will be on site with two vehicles to sample the groundwater monitoring wells MW-202, MW-203, and MW-204.

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

RAP has determined that the activities permitted herein serve a park purpose because the results of the groundwater samples will be made available to RAP and the general public at no cost to RAP. Furthermore, the collection of groundwater on the premises would assist RAP in identifying risks associated with the groundwater underneath the Park which may affect Park operations. In addition, RAP's Park Maintenance Division and Construction Division reviewed and approved this proposal. RAP staff recommends the Board grant approval to collect groundwater samples from the Wells for a term of ten (10) years pursuant to the terms and conditions set forth in the proposed License Agreement attached hereto as Exhibit B.

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### Impact to Trees and Plants

The activities permitted under the proposed License Agreement will not impact any trees or plants.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of the installation of scientific measuring, monitoring and testing devices; basic data collection and resource evaluation activities that do not result in a serious major disturbance to an environmental resource and actions taken by regulatory agencies as authorized by State or local ordinance to assure the maintenance, restoration, enhancement, or protection of the environment.

The three monitoring wells located at Ken Malloy Harbor Regional Park are part of a wider network of groundwater monitoring wells (total 114 monitoring wells) that have been installed as part of a Cleanup and Abatement Order issued by the Regional Water Quality Control Board to the Los Angeles Refinery, Wilmington Plan, located on 1660 West Anaheim Street Wilmington, California 90744, across the street from the southern part of Ken Malloy Harbor Regional Park. The order includes measures to cleanup and abate the on-site and off-site soil and groundwater contamination originating from the plan. Groundwater has been found contaminated with hydrocarbons, benzene and volatile organic compounds (VOCs).

According to the parcel profile report retrieved March 20, 2023, MW202 is located in a liquefaction zone, while MW203 and MW204 are not. All three monitoring wells are located in the methane zone, but the extraction of water samples is not going to increase the exposure of park patrons to risks related to liquefaction or to 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 March 20, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://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 but have listed RB Case #0231 (the Los Angeles Refinery, Wilmington Plan) in the vicinity of the project. The proposed project is related to the presence of the refinery, but will not affect the park's activity or its patrons.

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 the proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

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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 3(7), Class 6 and Class 8 of City CEQA Guidelines and Article 19, Sections 15303, 15306, 15308 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon the Board's approval.

### FISCAL IMPACT STATEMENT

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

**Result:** To collect groundwater samples from the Wells for chemical analysis at Ken Malloy Harbor Regional Park will continue to ensure groundwater 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, Maintenance and Construction Branch.

### List of Attachments

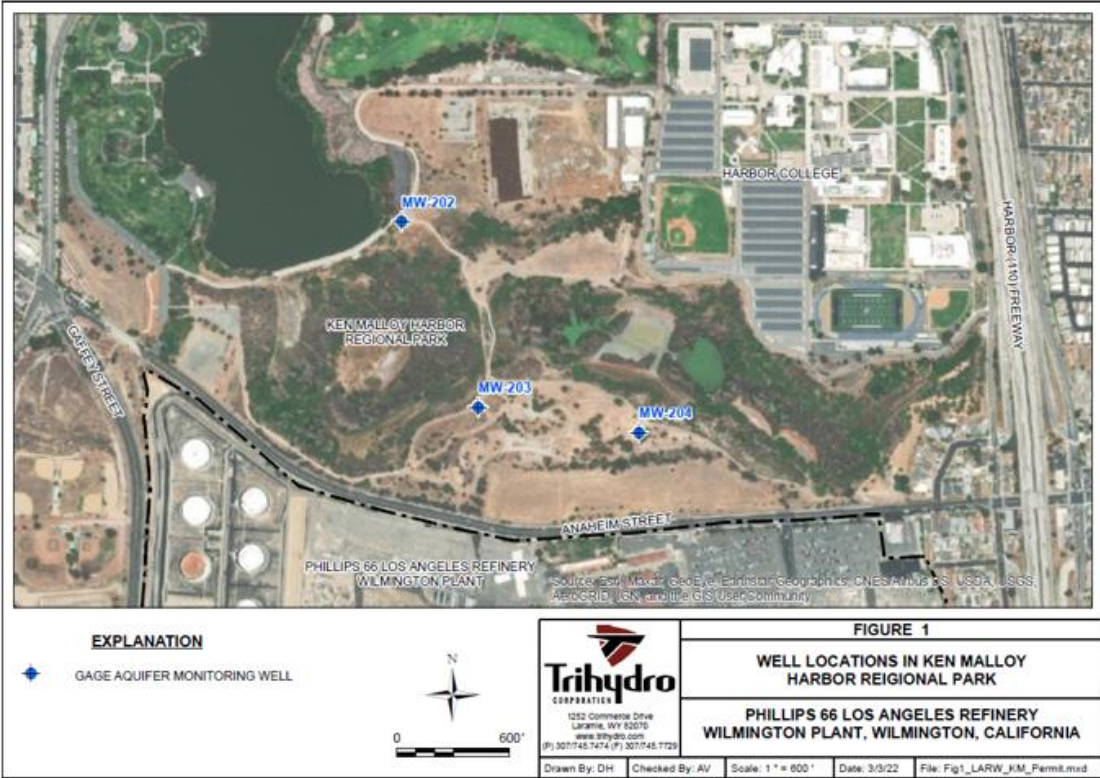
Exhibit A – Site Map

Exhibit B – 10-year License Agreement with Trihydro Corporation

Exhibit C – Proposal Letter from Trihydro Corporation to RAP dated June 30, 2022 (Revised November 22, 2022)

**Exhibit A**

**Site Map for the 3 groundwater monitoring wells at Ken Malloy Harbor Regional Park**





**AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
TRIHYDRO CORPORATION  
TO COLLECT GROUNDWATER SAMPLES  
FROM GROUNDWATER MONITORING WELLS**

This AGREEMENT (“AGREEMENT”) is entered into as of \_\_\_\_\_, 2023 (“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 Trihydro Corporation (“LICENSEE”). 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 use certain portions of the Park immediately surrounding three (3) groundwater monitoring wells, designated MW-202, MW-203, and MW-204 (“PREMISES”), to collect groundwater samples for chemical analysis to identify the existence of contaminants in the groundwater underneath the Park; and,

WHEREAS, RAP has determined that the activities permitted herein serve a park purpose because the results of the groundwater samples will be made available to RAP and the general public at no cost to RAP and the collection of groundwater on the Premises would assist RAP in identifying risks associated with the groundwater underneath the Park which may affect Park operations; and

WHEREAS, RAP is amendable to authorizing such use of the Park pursuant to the terms and conditions of this AGREEMENT for a period of ten (10) 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 solely for the purpose set forth in Section 4 (“PERMITTED USE”). The PREMISES shall include the area immediately surrounding three (3) groundwater monitoring wells, designated MW-202, MW-203, and MW-204, which are set forth on the Site Map attached hereto and incorporated herein by reference as Exhibit A. In addition, LICENSEE is hereby granted the right to use roads in the Park strictly to access the PREMISES for the PERMITTED USE. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PERMITTED USE.

**2. Term and Termination**

The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be 10 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 PREMISES 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 shall access the three (3) groundwater monitoring wells, MW-202, MW-203, and MW-204 semiannually in April/May and in October/November to collect groundwater for sampling.

LICENSEE's use of the PREMISES shall only be during the following hours: between the hours of 7:00 am and 3:00 pm. ("PERMITTED TIMES"). LICENSEE shall not utilize 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.

**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 to collect groundwater for sampling at 3 wells: MW-202, MW-203 and MW-204. LICENSEE shall be responsible for all costs and expenses related to its use 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.
- d. It is agreed by the PARTIES that approximately 60-100 gallons of groundwater will be pumped from each well and transported to Phillips 66 Wilmington Refinery after every sampling collection event, traveling through Ken Malloy Harbor Regional Park. Therefore, prior to access of the PREMISES, LICENSEE shall provide RAP with a copy of the LICENSEE's current and effective hazardous waste transport registration with the Department of Toxic Substances Control (DTSC) and California or Federal Environmental Protection Agency (EPA) Identification Numbers.
- e. Provide annual updates to RAP's representative, Lisa Waldez, Environmental Specialist III, at [Lisa.Waldez@lacity.org](mailto:Lisa.Waldez@lacity.org) for the following information:
  - (i) Contact persons for the LICENSEE (Trihydro Corporation) and Phillips 66 Wilmington Refinery;
  - (ii) Contact information for the case manager at the Regional Water Quality Control Board;
  - (iii) Planned sampling or any other related activity for the calendar year.

- f. Include RAP's representative, Lisa Waldez, Environmental Specialist III in the distribution of any reports related to groundwater sampling, manifests, and bills of lading at [Lisa.Waldez@lacity.org](mailto:Lisa.Waldez@lacity.org);

**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.

**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, CONTRACTOR 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, 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), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'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 an act, error, or omission by CONTRACTOR, 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 Contract. This provision will survive the expiration or termination of this Contract.

**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:

Alicia Vollmer, Geologist  
Trihydro Corporation  
2501 Cherry Avenue, Suite 200  
Signal Hill, California 90755

Email: avollmer@trihydro.com  
Phone: (562) 453-3536 and (310)251-0893 (cell)

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

Telephone: (213) 202-2607  
Email address: Darryl.Ford@lacity.org

**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 16 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 supersede all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part of hereof by reference.

Exhibit A: Site Map for the 3 groundwater monitoring wells at 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

Trihydro Corporation

By: \_\_\_\_\_  
Jimmy Kim, General Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

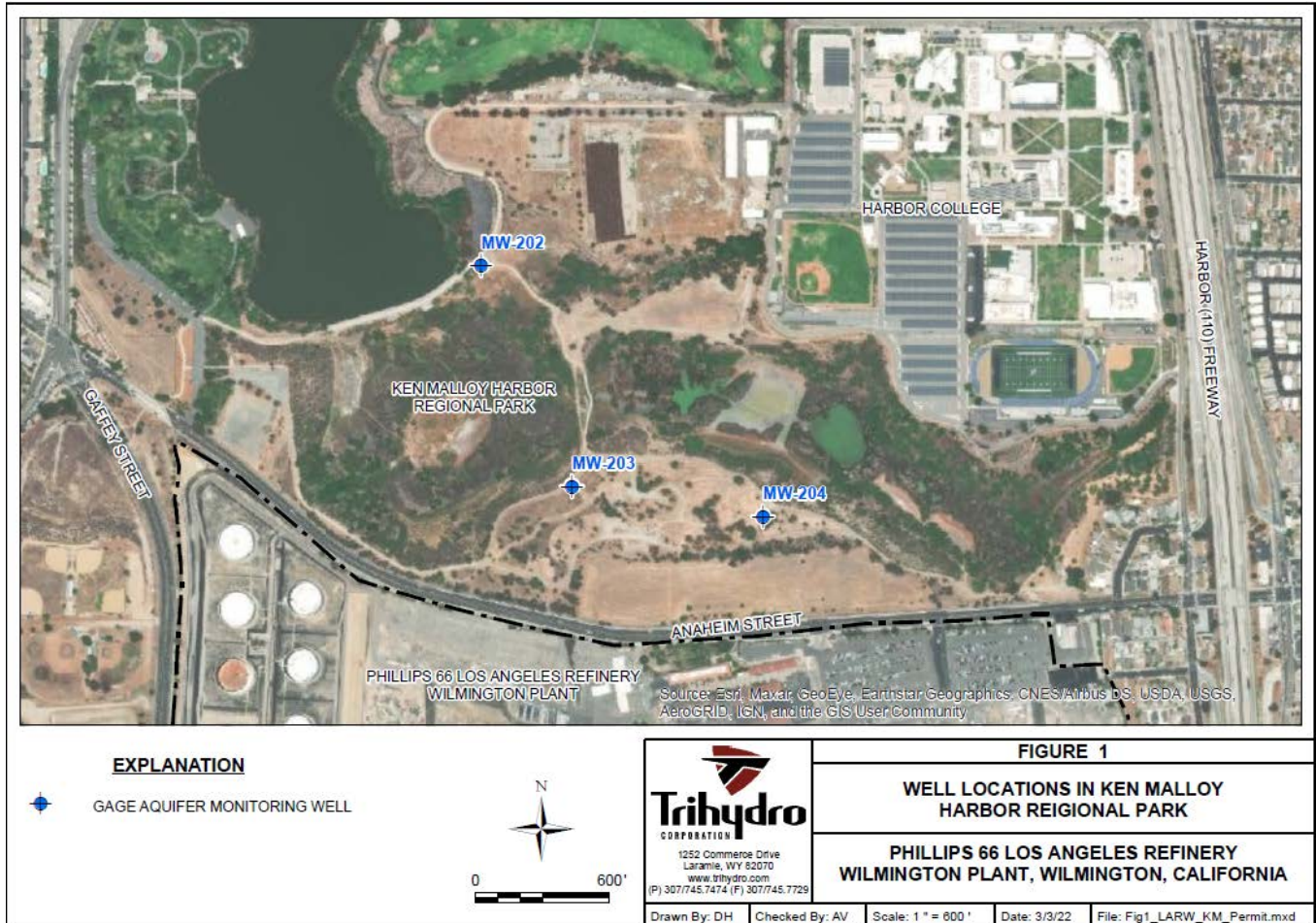
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

## Exhibit A

### Site Map for the 3 groundwater monitoring wells at Ken Malloy Harbor Regional Park



**Exhibit B**

Insurance Requirements and Instructions for Submission

**ATTACHED SEPARATELY**

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](http://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 theft, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

# Required Insurance and Minimum Limits

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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



March 24, 2022  
Revised November 22, 2022

Mr. Darryl Ford  
Los Angeles City Department of Recreation and Parks  
Real Estate & Asset Management Unit  
221 N. Figueroa Street, Suite 400  
Los Angeles, CA 90012

RE: ROE Permit, Mr. Ken Malloy Harbor Regional Park

Dear Mr. Ford:

The purpose of this letter is to request a long-term agreement to collect groundwater samples for chemical analysis from three groundwater monitoring wells, MW-202, MW-203, and MW-204, located in the Ken Malloy Harbor Regional Park. Trihydro proposes a term of 10-years for the long-term agreement. A map of the well locations within the park is attached (Figure 1).

The wells are sampled by Trihydro Corporation for Phillips 66 pursuant to Cleanup and Abatement Order (CAO) 94-139, issued by the Regional Water Quality Control Board (Regional Board), Los Angeles Region on December 22, 1994. The purpose of sampling is to monitor groundwater quality in the water table at the location of the wells.

MW-202, MW-203, and MW-204 are currently sampled semiannually in April/May and in October/November. Trihydro expects the need to access the wells for sampling for a time exceeding the next three years.

### **Background**

MW-202 has been sampled semiannually since 1993. MW-203 and MW-204 were installed by Trihydro for Phillips 66 in April 2019 and were sampled quarterly from August 2019 through April 2021 and semiannually thereafter. An ROE permit has been obtained by Trihydro for all sampling events since 2009 and Trihydro has maintained valid insurance coverage. Proof of insurance coverage through August 2022 is included as an attachment.



Mr. Darryl Ford  
March 24, 2022  
Page 2

### **Scope of Work**

Groundwater sampling of three wells will be conducted twice per year over the duration of one to two days between the hours of 7:00 am and 3:00 pm. Two to three Trihydro employees will be on site with two vehicles to sample wells MW-202, MW-203, and MW-204.

Groundwater sampling consists of a truck with a poly tank on a trailer being parked next to each well and a 2" Grundfos pump is lowered into each well. Trihydro's truck shall be parked on the gravel paths and not on top of the vegetation. Approximately 60-100 gallons of groundwater is pumped from each well into the poly tank and subsequently disposed of at Phillips 66 Wilmington Refinery. After pumping groundwater from each well, approximately 3 liters of groundwater is collected from each of the wells, containerized, and placed in a cooler for transport to a laboratory.

### **Closing**

Please contact me if you have any questions. I can be reached in the office at (562) 453-3536, by cell at (310) 251-0893, or by email at [avollmer@trihydro.com](mailto:avollmer@trihydro.com).

Sincerely,  
Trihydro Corporation

Alicia Vollmer  
Geologist

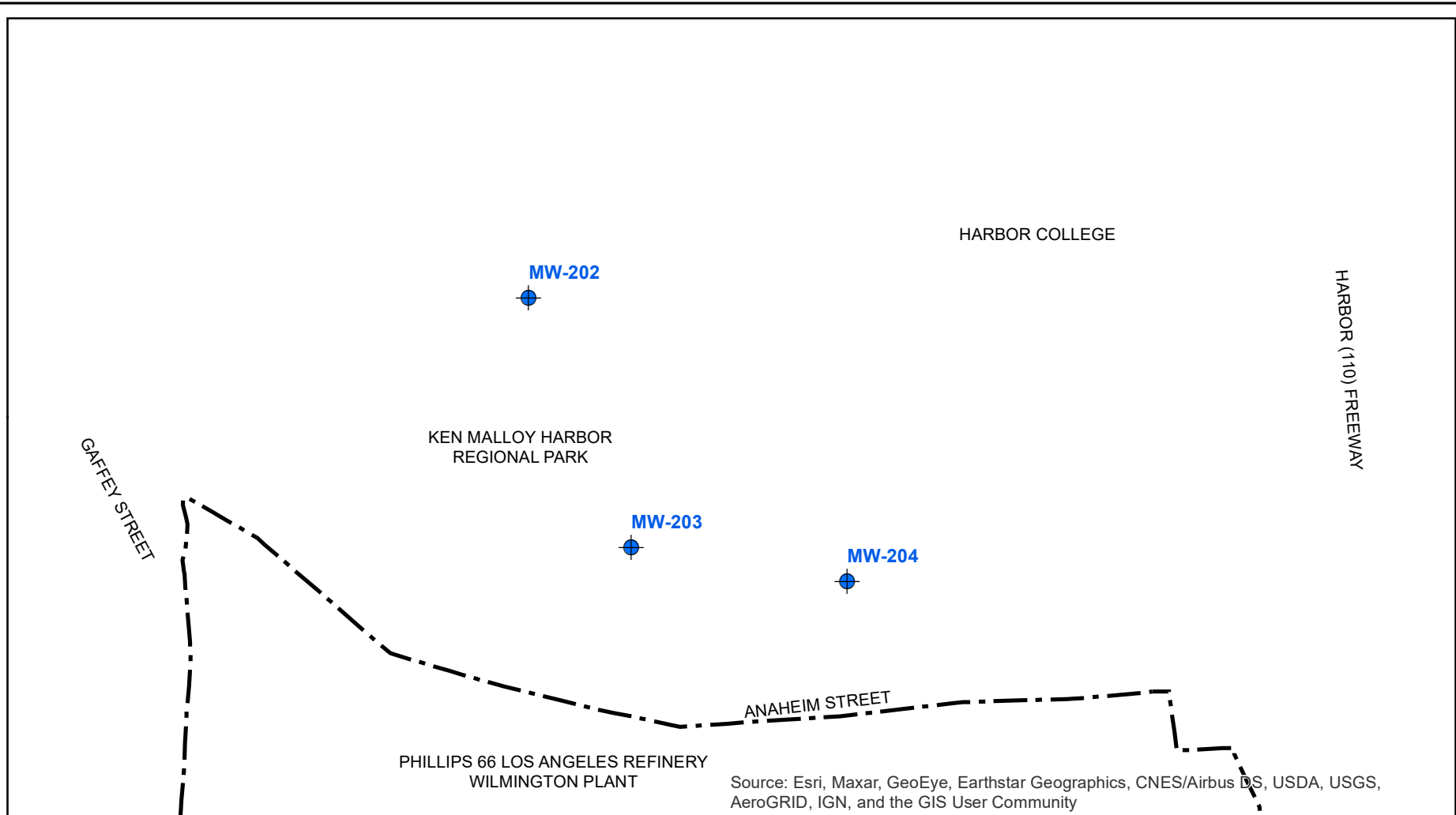
703-138-211

Attachments

cc: Mr. Sean Hunt, Phillips 66 Company (LiveLink AOC # 3435)

## **ATTACHMENTS**

MICHELVONCEMG\_COP\WILMINGTON\GIS\MAPPING\GROUNDWATER\_MONITORING\PERMITS\KENMALLOY\_ROE\_PERMIT\FIG1\_LARW\_KM\_PERMIT.MXD



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**EXPLANATION**

 GAGE AQUIFER MONITORING WELL



1252 Commerce Drive  
Laramie, WY 82070  
www.trihydro.com  
(P) 307/745.7474 (F) 307/745.7729

**FIGURE 1**

**WELL LOCATIONS IN KEN MALLOY  
HARBOR REGIONAL PARK**

**PHILLIPS 66 LOS ANGELES REFINERY  
WILMINGTON PLANT, WILMINGTON, CALIFORNIA**

Drawn By: DH

Checked By: AV

Scale: 1" = 600'

Date: 3/3/22

File: Fig1\_LARW\_KM\_Permit.mxd





## DESCRIPTIONS (Continued from Page 1)

groundwater is collected, containerized, and placed in a cooler for transport to a laboratory. City of Los Angeles and all of its Agencies, Boards and Departments are included as additional insured where required by written contract with respect to General Liability and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.