

APPROVED

FEB 15 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-047

DATE February 15, 2024

C.D. 9, 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MICHELLE AND BARACK OBAMA SPORTS COMPLEX AND SOUTH PARK RECREATION CENTER - LICENSE AGREEMENTS WITH WATER REPLENISHMENT DISTRICT CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTIONS 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE]; 15306 [BASIC DATA COLLECTION, RESEARCH, EXPERIMENTAL MANAGEMENT, AND RESOURCE EVALUATION ACTIVITIES WHICH DO NOT RESULT IN A SERIOUS OR MAJOR DISTURBANCE TO AN ENVIRONMENTAL RESOURCE] AND 15308 [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 CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14), CLASS 6(2) AND CLASS 8 OF CITY CEQA GUIDELINES

B. Aguirre M. Rudnick
B. Jones for * C. Santo Domingo DF
B. Jackson N. Williams

[Handwritten signature]

General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve the proposed License Agreement between the Department of Recreation and Parks (RAP) and the Water Replenishment District (WRD), substantially in the form attached hereto as Attachment No. 1, to allow WRD to collect groundwater samples for water quality analysis from a set of groundwater monitoring wells known as "Los Angeles #5" (LA-5) located on the northern parking lot of Michelle and Barack Obama Sports Complex for a term of ten (10) years; subject to the approval of the City Attorney as to form;

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2. Approve the proposed License Agreement between RAP and WRD, substantially in the form attached hereto as Attachment No. 2, to allow WRD to collect groundwater samples for water quality analysis from a set of groundwater monitoring wells known as "Los Angeles #1" (LA-1) located in the eastern portion of South Park Recreation Center for a term of ten (10) years; subject to the approval of the City Attorney as to form;
3. Find and approve that the use of both Michelle and Barack Obama Sports Complex and South Park Recreation Center as contemplated under the respective License Agreements are consistent with the use of the parks for a park purpose;
4. Authorize RAP's General Manager or designee to execute the two License Agreements upon receipt of all necessary approvals;
5. Determine that the proposed Board action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use]; 15306 [Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource] and 15308 [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 California CEQA Guidelines and Article III, Section 1, Class 1(14), Class 6(2) and Class 8 of City CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of seventy-five dollars (\$75.00) for the purpose of filing a NOE; and,
7. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Michelle and Barack Obama Sports Complex (Sports Complex), also known as Rancho Cienega Sports Complex, is a Community Park as defined by the City's Public Recreation Plan, located at 5001 Rodeo Road in the City's West Adams community. This 28.97-acre park provides ball diamonds, basketball and tennis courts, a recreation center, a skate park, and a swimming pool for the surrounding community. An estimated 10,652 City residents live within a ½ mile walking distance from the Sports Complex.

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South Park Recreation Center (South Park), also known as Barry White Park, is a Community Park as defined by the City's Public Recreation Plan, located at 375 East 51st Street in the South Los Angeles community. This 18.25-acre park features a gymnasium, swimming pool, basketball and tennis courts, a baseball diamond and turf field, an outdoor stage, an outdoor fitness area, picnic tables, and children's play areas. An estimated 21,527 City residents live within a ½ mile walking distance from the Park.

The Water Replenishment District (WRD) is responsible for managing two adjudicated groundwater basins in the southern Los Angeles County. WRD owns and operates a network of sixty-three (63) nested regional groundwater monitoring wells, which allows for a thorough understanding of groundwater quality and quantity across the entire Los Angeles region (Figure 3 of Attachment 4).

WRD began working with RAP in 1999 to obtain permission to drill and install the LA-1 wells in South Park. WRD accessed the site to monitor the wells on a quarterly schedule with the permission of RAP. Although the original access permit was granted for a period of ten (10) years, WRD's access arrangement with RAP has since been renewed on an annual basis. The LA-5 wells were drilled and installed by WRD in 2017, and accessed the site to monitor the wells on a quarterly schedule with the permission of RAP.

WRD currently monitors groundwater conditions from two (2) sets of nested regional groundwater monitoring wells (nested wells), referred to as Los Angeles #1 (LA-1, Figure 1 of Attachment 4) and Los Angeles #5 (LA-5, Figure 2 of Attachment 4). Both sets of nested wells are owned by WRD and were installed by the United States Geological Survey (USGS). The LA-1 site consists of five individual monitoring wells that are installed in unique aquifers at a range of 370 to 1,370 feet below ground surface (bgs). The LA-5 site consists of seven individual monitoring wells that are also installed in unique aquifers, but at depths ranging from 105 to 2,000 feet bgs. All wells are installed in a single locking well vault set at grade level that measures about three feet by four feet at the surface. The same two types of monitoring are conducted at each of the well sites – Measurement of ground water levels and collection of groundwater samples for water quality analysis.

Groundwater level measurement is conducted four times per year and typically takes one to four hours to complete, and is usually conducted between the hours of 7:00 A.M. to 3:00 P.M. Groundwater level measurements are typically obtained over single-day events in March, June, September, and December. Each groundwater monitoring event has a team of two or three WRD staff onsite, using two pickup trucks each equipped with a Honda 3500 generator. Measurement tools and instruments are carried to the well vault for groundwater monitoring.

Groundwater sample collection takes one day for LA-1 and two days for LA-5, and typically take place in March and September, concurrently with two of the annual groundwater level measurement events. Water sampling typically occurs between the hours of 6:30 A.M. and 4:00 P.M. and generally takes between five to seven hours to complete. Each groundwater collection event has a team of two or three WRD staff and two medium-sized trucks, one of which is equipped with a MultiQuip 7000-Watt diesel generator, and the other with a Honda 6000

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gasoline generator. Both of these trucks are equipped with skid-mounted hydraulically driven hose reels that allow the insertion and removal of electric submersible pumps to remove stagnant water from the wells prior to sample collection. This requires the trucks to be pulled up against the edge of the well vault. Groundwater removed from the monitoring wells at the LA-1 wells is routed through hoses into a 3,000-gallon capacity transport truck. The transport truck, hired under contract by WRD, parks East of the wells on Avalon Boulevard, and transports its load to an appropriate facility for treatment and disposal. Groundwater removed from the monitoring wells at the LA-5 wells is discharged onsite in accordance with the National Pollutant Discharge Elimination System permit issued specifically for LA-5 by the Los Angeles Regional after Quality Control Board.

Currently, access to both sets of nested wells is granted by the Department through Right of Entry (ROE) permits issued annually for each property. Since WRD anticipates the need to access both well sites for the foreseeable future, WRD is interested in developing a long-term access agreement with the Department for the purpose of reducing the administrative workload annual permitting requires from both RAP and WRD staff. The two agreements would start from the date the agreements are fully executed and end ten (10) years from the execution date. Upon conclusion of the agreement, WRD will immediately make repairs, including patching asphalt, filling holes, and repainting existing stall lines within the area.

TREES AND SHADE

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

ENVIRONMENTAL IMPACT

The proposed Board of Recreation and Park Commissioners' (Board) activity consists of the approval of license agreements for the operation of two sets of water monitoring wells, located in separate sites. They both consist of licensing of public facilities, basic data collection and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource and actions taken by regulatory agencies, to assure the protection of the environment.

According to the parcel profile report retrieved on September 19, 2023, the well located at Michelle and Barack Obama Sports Complex resides in a liquefaction zone, but the operation of a monitoring well will not affect the risk of liquefaction. This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed activities 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 activities. As of September, 19, 2023, 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 site, but have listed RB Case # 900160052, RB Case # 900160434 and RB Case #:900160307 within 1000 feet from the site. They are all leaking underground storage tanks. The Regional Water Quality Control Board closed the cases satisfactorily respectively in 1996, 2022 and 2000. According to the Caltrans Scenic

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Highway Map there is no scenic highway located within the vicinity of the proposed activities or within its site. Furthermore, the proposed activities are not located in proximity of any known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

According to the parcel profile report retrieved on September 19, 2023, the well located at South Park Recreation Center is not within a liquefaction, coastal, methane, or historic zone, so there is no reasonable possibility that the proposed activities 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 activities. As of September, 19, 2023, 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 site, but have listed Cases # 19760022, 60001711 and 19550027 within 1000 feet from the site. They are under evaluation from the Department of Toxic Substances Control, but they are not expected to interfere with the proposed activities. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed activities or within its site. Furthermore, the proposed activities are not located in proximity of any known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board determines that the licenses to use the monitoring wells both at Michelle and Barack Obama Sports Complex and at South Park Recreation Center are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) to Article 19, Sections 15301, 15306 and 15308 of California CEQA Guidelines pursuant to Article III, Section 1, Class 1(14), Class 6(2) and Class 8 of City 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

Result: Collecting groundwater samples from the nested wells to maintain groundwater quality will protect public health and therefore enhance the park user's experience.

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This Report was prepared by Angela Wang, Management Assistant, Planning, Maintenance and Construction Branch.

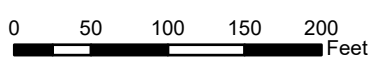
LIST OF ATTACHMENTS/EXHIBITS

- 1) Attachment 1 – Site Maps
- 2) Attachment 2 – Michelle and Barack Obama Sports Complex – 10 Year License Agreement with WRD
- 3) Attachment 3 – South Park Recreation Center – 10 Year License Agreement with WRD
- 4) Attachment 4 – Proposal Letter from WRD to RAP dated February 14, 2023



 Los Angeles #5 Nested Monitoring Well
 Garden Hose
 Discharge Area

Michelle Barack Obama **Figure 2 - Site Map**
 Sports Complex aka **Rancho Cienega Park**
 5001 Obama Boulevard
 Los Angeles, CA 90016



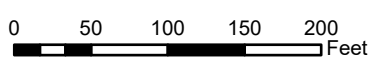
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	Los Angeles #1 Nested Monitoring Well
	Garden Hose
	Transport Truck

Figure 1
South Park (aka Barry White) Recreation Center
 345 E. 51st Street
 Los Angeles, CA 90011



**LICENSE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
TO COLLECT GROUNDWATER SAMPLES
FROM GROUNDWATER MONITORING WELLS**

This AGREEMENT (“AGREEMENT”) is entered into as of _____, 2024 (“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 Water Replenishment District of Southern California, a California special district (“WRD” or “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 Michelle and Barack Obama Sports Complex, also known as Rancho Cienega Sports Complex (“Park”), located at 5001 Obama Blvd, Los Angeles, CA 90016; and,

WHEREAS, LICENSEE is a California special district responsible for managing two groundwater basins in Southern Los Angeles County, and desires to use certain portions (northern parking lot) of the Park immediately surrounding one (1) set of nested monitoring wells, referred to as Los Angeles #5 (LA-5) (“PREMISES”) (previously installed by WRD under a RAP right of entry permit issued in 2017) to measure groundwater levels and collect groundwater samples for water quality 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 amenable 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 northern parking lot area immediately surrounding the LA-5 well site. The LA-5 well site consists of seven (7) individual groundwater monitoring wells that are installed in unique aquifers at different depths that range from 105 to 2,000 feet below ground surface (bgs). The location of these wells is 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 ten (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 within sixty (60) days of receipt of the notice of termination.

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 LA-5 well site with the following schedule:

Groundwater level measurements: conducted four times per year and typically requires between one and four hours to complete. Groundwater level measurements are typically obtained over single-day events in March, June, September, and December.

Collection of groundwater samples: conducted twice a year, in March and September, and occurs concurrently with two of the groundwater level measurement events. Water sampling generally takes between five and seven hours to complete. Groundwater samples collection at LA-5 requires two days to complete. Sampling is conducted at the site in March and September.

LICENSEE's use of the PREMISES shall only be during the following hours ("PERMITTED TIMES"):

Groundwater level measurement: between the hours of 7:00 am and 3:00 pm.

Collection of groundwater samples: between the hours of 6:30 am and 4:00 pm.

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 (except as necessary for PERMITTEE to carry out its PERMITTED USE).

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 perform Groundwater level measurements and Collection and Sampling of groundwater at LA-5 well site. 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 as alcoholic beverages), or other intoxicating substances 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. Up to three WRD staff and authorized parties are permitted onsite at any time for each groundwater monitoring event.
- e. Groundwater level measurement:

Two medium-duty trucks are used for the measurement of groundwater levels; each truck is equipped with a Honda 3500 generator. Water level measurement does not require either of the field vehicles to be parked close to the well vault; rather they can be parked on paved surfaces within the Park and any required tools and/or instrumentation can be carried to the well vault.

Collection of groundwater samples:

Two medium-duty trucks are used for the collection of groundwater samples. One of the trucks is equipped with a MultiQuip 7000-Watt diesel generator, and the other with a Honda 6000 gasoline generator. Both trucks are equipped with skid-mounted hydraulically driven hose reels that allow the insertion and removal of electric submersible pumps to remove stagnant water from the monitoring wells prior to sample collection.

Groundwater sample collection requires both of the trucks to be pulled right up against the edge of the well vault so that the required pumps can be inserted into the wells. Groundwater produced during pumping and sample collection at LA-5 is discharged onsite in accordance with a National Pollutant Discharge Elimination System (NPDES) permit issued specifically for LA-5 by the Los Angeles Regional Water Quality Control Board (LARWQCB).

- f. Provide annual updates to RAP's representative, Lisa Waldez, Environmental Specialist III, at Lisa.Waldez@lacity.org and to the RAP contact identified in Section 10 for the following information:
 - (i) Contact persons for the LICENSEE (WRD);
 - (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.
- g. 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; and,
- h. The data obtained from WRD's network of nested well sites, including that collected from LA-5, are components of WRD's Regional Groundwater Monitoring Program (RGWMP). The results of the RGWMP are produced and published each year in an annual Regional Groundwater Monitoring Report (RGWMR) that is made available to residents and businesses of the region. Copies of RGWMRs published each year are available from the WRD website: <https://www.wrd.org/regional-groundwater-monitoring-report>.

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 a 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 individual and/or 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:

Brian Partington, PG, CHG Manager of Hydrogeology
Water Replenishment District
4040 Paramount Blvd,
Lakewood, California 90712

Email: bpartington@wrd.org
Phone: (562) 275-4300 (Office); (714) 227-7722 (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

Email address: Darryl.Ford@lacity.org
Phone: (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 10 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 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 LA-5 monitoring wells
at Michelle and Barack Obama Sports Complex
- 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

Water Replenishment District of Southern California

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 LA-5 wells at
Michelle and Barack Obama Sports Complex
Aka Rancho Cienega Sports Complex



Michelle Barack Obama **Figure 2 - Site Map**
Sports Complex aka **Rancho Cienega Park**

5001 Obama Boulevard
Los Angeles, CA 90016

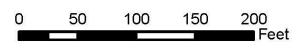


Exhibit B

Insurance Requirements and Instructions for Submission

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.

**LICENSE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
TO COLLECT GROUNDWATER SAMPLES
FROM GROUNDWATER MONITORING WELLS**

This AGREEMENT (“AGREEMENT”) is entered into as of _____, 2024 (“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 Water Replenishment District of Southern California, a California special district (“WRD” or “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 South Park Recreation Center aka Barry White (“Park”); located at 345 East 51st Street, Los Angeles, CA 90011; and,

WHEREAS, LICENSEE is a California special district responsible for managing two groundwater basins in Southern Los Angeles County, and desires to use certain eastern portions of the Park immediately surrounding one (1) set of nested monitoring wells, referred to as Los Angeles #1 (LA-1) (“PREMISES”) (previously installed by WRD under a RAP right of entry permit issued in 2017) to measure groundwater levels and collect groundwater samples for water quality 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 is located in the eastern portion of the Park. The LA-1 well site consists of five (5) individual groundwater monitoring wells, that are installed in unique aquifers at different depths that range from 370 to 1,370 feet below ground surface (bgs), 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 ten (10) years from the COMMENCEMENT DATE. CITY may revoke this AGREEMENT 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 within sixty (60) days of receipt of the notice of termination.

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 LA-1 well site with the following schedule:

Groundwater level measurements: conducted four times per year and typically takes between one and four hours to complete. Groundwater level measurements are typically obtained over single-day events in March, June, September, and December.

Collection of groundwater samples: conducted twice a year, in March and September, and occurs concurrently with two of the groundwater level measurement events. Water sampling generally takes between five and seven hours to complete. Groundwater samples collection at LA-1 requires one day to complete. Sampling is conducted at the site in March and September.

LICENSEE's use of the PREMISES shall only be during the following hours ("PERMITTED TIMES"):

Groundwater level measurement: between the hours of 7:00 am and 3:00 pm.

Collection of groundwater samples: between the hours of 6:30 am and 4:00 pm.

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 (except as necessary for PERMITTED USE).

4. Permitted Use and Use Restrictions

LICENSEE shall not expand and/or change the scope of PERMITTED USE set forth in this Section without 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 perform Groundwater level measurements and Collection and Sampling of groundwater at LA-1 well site. 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 as alcoholic beverages), or other intoxicating substances 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. Up to three WRD staff and authorized parties are permitted onsite at any time for each groundwater monitoring event.
- e. Groundwater level measurement:

Two medium-duty trucks are used for the measurement of groundwater levels; each truck is equipped with a Honda 3500 generator. Water level measurement does not require either of the field vehicles to be parked close to the well vault; rather they can be parked on paved surfaces within the Park and any required tools and/or instrumentation can be carried to the well vault.

Collection of groundwater samples:

Two medium-duty trucks are used for the collection of groundwater samples. One of the trucks is equipped with a MultiQuip 7000-Watt diesel generator, and the other with a Honda 6000 gasoline generator. Both trucks are equipped with skid-mounted hydraulically driven hose reels that allow the insertion and removal of electric submersible pumps to remove stagnant water from the monitoring wells prior to sample collection.

Groundwater sample collection requires both of the trucks to be pulled right up against the edge of the well vault so that the required pumps can be inserted into the wells.

Groundwater removed from the monitoring wells during pumping and sample collection at the LA-1 wells is routed through hoses from the monitoring wells into a 3,000-gallon capacity transport truck. The transport truck, hired under contract by WRD, is parked east of the wells on Avalon Boulevard, and at the end of each sampling event it transports its load to an appropriate facility for treatment and disposal.

- f. Provide annual updates to RAP's representative, Lisa Waldez, Environmental Specialist III, at Lisa.Waldez@lacity.org for the following information and to the RAP contact identified in Section 10 for the following information:
 - (i) Contact persons for the LICENSEE (WRD);
 - (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.
- g. 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; and,
- h. The data obtained from WRD's network of nested well sites, including that collected from LA-1, are components of WRD's Regional Groundwater Monitoring Program (RGWMP). The results of the RGWMP are produced and published each year in an annual Regional Groundwater Monitoring Report (RGWMR) that is made available to residents and businesses of the region. Copies of RGWMRs published each year are available from the WRD website: <https://www.wrd.org/regional-groundwater-monitoring-report>.

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, not 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 a daily basis:
 - (i) Maintain PREMISES in a clean condition removing all debris and trash;
 - (ii) Keep the PREMISES and 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 individual and/or 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:

Brian Partington, PG, CHG Manager of Hydrogeology
Water Replenishment District
4040 Paramount Blvd,
Lakewood, California 90712

Email: bpartington@wrd.org
Phone: (562) 275-4300 (Office); (714) 227-7722 (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

Email address: Darryl.Ford@lacity.org
Phone: (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 10 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 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 LA-1 monitoring wells
at South Park Recreation Center aka Barry White
- 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

Water Replenishment District of Southern California

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 LA-1 wells at
South Park Recreation Center aka Barry White



Figure 1
South Park (aka Barry White) Recreation Center

345 E. 51st Street
 Los Angeles, CA 90011

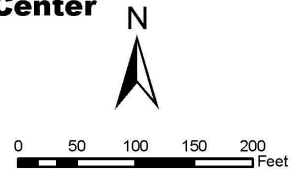


Exhibit B

Insurance Requirements and Instructions for Submission

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.



DIRECTORS
JOHN D. S. ALLEN, PRESIDENT
VERA ROBLES DEWITT, VICE PRESIDENT
SERGIO CALDERON, SECRETARY
ROB KATHERMAN, TREASURER
JOY LANGFORD, DIRECTOR

STEPHAN TUCKER, MBA, PE, PMP, GENERAL MANAGER

February 14, 2022

Mr. Darryl Ford
Superintendent of Planning - Maintenance and Construction Branch
City of Los Angeles
Department of Recreation and Parks
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

RE: Long Term Agreement for Access to WRD nested, regional groundwater monitoring wells Los Angeles #1 at the South Park (aka Barry White) Recreation Center, and Los Angeles #5 at the Rancho Cienega Park, Los Angeles, California.

Dear Mr. Ford,

The Water Replenishment District (WRD) currently monitors groundwater conditions from two sets of nested regional groundwater monitoring wells (nested wells) located in the City of Los Angeles on properties under the management of the City of Los Angeles Department of Recreation and Parks (the Department). One set of nested wells, referred to as Los Angeles #1 (LA-1), is located in the eastern portion of the South Park (aka Barry White) Recreation Center (**Figure 1**). The other set of nested wells, referred to as Los Angeles #5 (LA-5), is located in the northern parking lot of the Rancho Cienega Sports Complex (**Figure 2**). Both sets of nested wells are owned by WRD and were installed by the United States Geological Survey (USGS). Currently, access to both sets of nested wells is granted by the Department on annual Right of Entry (ROE) Permits issued for each property. Because WRD anticipates the need to access both well sites for the foreseeable future, and to reduce the administrative workload that annual permitting requires from both Department and WRD staff, WRD is interested in developing a long-term access agreement with the Department to access the two nested well sites for a period of at least 20 years, extending from March 16, 2023 until March 16, 2043.

WRD began working with the Department in 1999 to obtain permission to drill and install the LA-1 wells, and once they were installed access to the site to monitor them on a quarterly schedule was granted by the Department. Although the original access permit was granted for a period of 10 years, for the past several years WRD's access arrangement with the Department has been renewed on an annual basis. WRD's most recent ROE Permit No. 1196 expired on December 31, 2022, but our insurance coverage is current and is filed on the City's KwikComply website under **CAO # 3049750**. The working relationship between WRD and the Department with the LA-5 wells began more recently; permission to drill, install, and access the wells was granted in 2017, and late in 2021 WRD began renewing that access for a quarterly monitoring schedule with the Department on an annual basis. WRD's most recent ROE Permit No. 1149 expired on December 31, 2022, but our insurance coverage is current and is filed on the City's KwikComply website under **CAO # 3049746**.



Long Term Agreement for Access to WRD nested, regional groundwater monitoring wells Los Angeles #1 at the South Park (aka Barry White) Recreation Center, and Los Angeles #5 at the Rancho Cienega Park, Los Angeles, California.

February 14, 2023

The LA-1 nested well site consists of five individual monitoring wells that are installed in unique aquifers at different depths that range from 370 to 1,370 feet below ground surface (bgs). The LA-5 well site consists of seven individual monitoring wells that are installed in unique aquifers at different depths that range from 105 to 2,000 feet (bgs). All wells at each site are installed in a single locking well vault set at grade level that measures about three feet by four feet at the surface. The same two specific types of monitoring are conducted from each of the nested well sites: measurement of groundwater levels, and collection of groundwater samples for water quality analysis. Groundwater level measurement is conducted four times per year and typically takes between one and four hours to complete; this work is conducted between the hours of 7:00 am – 3:00 pm. Groundwater level measurements are typically obtained over single-day events in March, June, September, and December. Collection of groundwater samples is conducted twice a year and occurs concurrently with two of the groundwater level measurement events. Water sampling typically occurs between the hours of 6:30 am and 4:00 pm and generally takes between five and seven hours to complete. Groundwater samples are typically collected at LA-1 during a single-day event, and at LA-5 two days are required to complete sample collection. Sampling is conducted at each site in March and September.

A team of two or three WRD staff are typically onsite for each groundwater monitoring event. Two pickup sized (Ford F-250) trucks are used for measurement of groundwater levels; each truck is equipped with a Honda 3500 generator. Water level measurement does not require either of the field vehicles to be parked close to the well vault; rather they can be parked on paved surfaces within the Park and any required tools and/or instrumentation can be carried to the well vault. Two slightly larger vehicles (Mitsubishi Fuso) are used for the collection of groundwater samples. One of the Fuso trucks is equipped with a MultiQuip 7000-Watt diesel generator, the other with a Honda 6000 gasoline generator. Both Fuso trucks are equipped with skid-mounted hydraulically driven hose reels that allow insertion and removal of electric submersible pumps to remove stagnant water from the monitoring wells prior to sample collection. Groundwater sample collection requires both of the Fuso trucks to be pulled right up against the edge of the well vault so that the required pumps can be inserted into the wells. Groundwater removed from the monitoring wells during pumping and sample collection at the LA-1 wells is routed through hoses from the monitoring wells into a 3,000-gallon capacity transport truck. The transport truck, hired under contract by WRD, is parked east of the wells on Avalon Boulevard, and at the end each sampling event it transports its load to an appropriate facility for treatment and disposal. Groundwater produced during pumping and sample collection at LA-5 is discharged onsite in accordance with a National Pollutant Discharge Elimination System (NPDES) permit issued specifically for LA-5 by the Los Angeles Regional Water Quality Control Board (LARWQCB).

WRD is a special district responsible for managing two adjudicated groundwater basins in southern Los Angeles County. The nested well sites at LA-1 and LA-5 are integral components of a network of 63 such well sites owned and operated by WRD (**Figure 3**). Monitoring groundwater conditions at both of the nested well sites in conjunction with monitoring at each of the other nested well sites within WRD's network allows for a thorough understanding of groundwater quality and quantity across the entire Los Angeles region. Because groundwater accounts for nearly half of the region's water supply, a complete and accurate understanding of its condition is essential. Monitoring at the LA-1 and LA-5 well sites contributes to the overall



Long Term Agreement for Access to WRD nested, regional groundwater monitoring wells Los Angeles #1 at the South Park (aka Barry White) Recreation Center, and Los Angeles #5 at the Rancho Cienega Park, Los Angeles, California.

February 14, 2023

understanding of regional groundwater conditions. The data obtained from WRD's network of nested well sites, including that collected from LA-1 and LA-5, are components of WRD's Regional Groundwater Monitoring Program (RGWMP). The results of the RGWMP are produced and published each year in an annual Regional Groundwater Monitoring Report (RGWMR) that is made available to residents and businesses of the region. Copies of RGWMRs published each year since 2000 are available from the WRD website:

<https://www.wrd.org/regional-groundwater-monitoring-report>.

WRD looks forward to working with your office toward developing a long-term access solution that satisfies the requirements of the Department and reduces the annual administrative workload for both the Department and WRD. As has been the case in the past, once an agreement has been reached, WRD will work closely with Department staff in scheduling our monitoring activities so that there is minimal impact to Park operations and visitor activities. Please feel free to contact the undersigned if you have any questions or require any additional information from us.

Sincerely yours,

A handwritten signature in black ink, appearing to read "B. Partington", followed by a period.

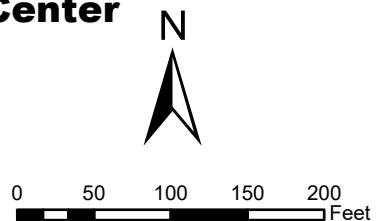
Brian Partington, PG, CHG
Manager of Hydrogeology
Water Replenishment District

Attachments: Figure 1 – Site Map - South Park (aka Barry White) Recreation Center
Figure 2 – Site Map – Rancho Cienega Park
Figure 3 – Monitoring Well Locations



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Figure 1
South Park (aka Barry White) Recreation Center
 345 E. 51st Street
 Los Angeles, CA 90011





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Figure 2 - Site Map
Rancho Cienega Park
 5001 Obama Boulevard
 Los Angeles, CA 90016

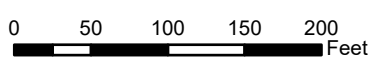




Figure 3
Monitoring Well Locations

- Legend**
- WRD Key Nested Monitoring Well*
 - WRD Nested Monitoring Well
 - Other Monitoring Well with Groundwater Elevation (feet mean sea level)
 - A-A' Location of Cross Section (Figure 1.4)
 - B-B' Location of Cross Section (Figure 1.5)
- *WRD Key Monitoring Wells used for Hydrograph Figures (Section 2) and for Salt and Nutrient Monitoring (Section 4).

- Central Basin Sub-Area Boundary
 - Seawater Intrusion Barrier
 - WRD Service Area Boundary
- (See Figure 1.1 for Detail)