BOARD REF	PORT		NO	24-172
DATE	August 01, 2024	_	C.D	2, 6, 7
BOARD OF	RECREATION AND PA	RK COMMISSIONERS		
SUBJECT:	AGREEMENT BETWE POWER, THE LOS AN ENGINEERING, AND AND PARKS FOR TH	E CLEAN WATER PREEN THE LOS ANGELENGELES DEPARTMENT THE LOS ANGELES EIMPLEMENTATION COSTONERS	S DEPARTMENT C OF PUBLIC WORN DEPARTMENT OF OF THE STORMWA	OF WATER AND S BUREAU OF RECREATION
B. Aguirre _ B. Jones _ C. Stoneham _	M. Rudnick for * C. Santo Domino N. Williams		General Mana	ager
Approved _		Disapproved	Withda	awn

#### RECOMMENDATIONS

- 1. Approve the proposed Memorandum of Agreement (MOA), substantially in the form attached as Attachment 1 to this Report, with the Los Angeles Department of Water and Power (DWP), the Los Angeles Department of Public Works Bureau of Engineering (BOE), and the Los Angeles Department of Recreation and Parks (RAP) for the Implementation of the Stormwater Capture Parks Program;
- 2. Authorize RAP's General Manager or designee to execute the MOA upon the completion of all required approvals; and,
- 3. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

#### <u>SUMMARY</u>

On November 6, 2018, Los Angeles County voters approved Measure W - The Los Angeles County Safe, Clean Water Program (Measure W), a parcel tax of 2.5 cents per square foot of impermeable surface to support the costs of stormwater-related projects and activities.

Measure W revenues are allocated to three sub-programs: Regional, Municipal, and Administrative. 50% of Measure W revenues are allocated to the Regional Program, for region-wide Infrastructure, Technical Resources, and Scientific Studies projects. These Regional Program funds are awarded on a competitive basis. 40% of Measure W revenues are allocated to the Municipal Program. These Municipal Program funds are allocated to municipalities in the

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same proportion as the amount of revenues collected within each municipality. The remaining 10% of Measure W revenue is allocated to the Administrative Program. These funds are allocated to the Los Angeles County Flood Control District (LACFCD) for implementation and administration of the Measure W Program.

Eligible uses for Measure W revenues include projects that provide a water supply and/or water quality benefit and a community investment benefit.

The Board of Recreation and Park Commissioners (Board) has previously considered, and granted conceptual approval to, a total of fifteen (15) projects proposed to be located, in whole or in part, on RAP property. Of these fifteen (15) projects, eight (8) were submitted by DWP. DWP, BOE, and RAP are now proposing a MOA for the projects submitted by DWP.

On October 1, 2020, the Board approved Report No. 20-191, granting conceptual approval to nine (9) projects, six (6) of which were submitted by DWP. They are as follows:

- Fernangeles Park Stormwater Capture Project
- Strathern Park North Stormwater Capture Project
- Valley Village Stormwater Capture Project
- David M. Gonzales Stormwater Capture Project
- North Hollywood Park Stormwater Capture Project
- Valley Plaza Park Stormwater Capture Project

On June 3, 2021, the Board approved Report No. 21-102, granting conceptual approval to six (6) projects, two (2) of which were submitted by DWP. They are as follows:

- Alexandria Park Stormwater Capture Project
- Whitsett Fields Park North Stormwater Capture Project

In the time since the Board approved Report Nos. 20-191 and 21-102, the North Hollywood Park Stormwater Capture Project and the Alexandria Park Stormwater Capture Projects were cancelled. The Valley Plaza Park Stormwater Capture Project was also split into two projects: Valley Plaza Park North Stormwater Capture Project and Valley Plaza Park South Stormwater Capture Project. Thus, a total of seven (7) projects are covered by the proposed MOA.

#### MEMORANDUM OF AGREEMENT FOR DWP STORMWATER PROJECTS

The proposed MOA (Attachment 1) is in partnership between DWP, BOE, and RAP. The Stormwater Capture Parks Program (Program) consists of seven (7) projects to divert and capture approximately one thousand, eight hundred (1,.800) acre-feet per year (AFY) of stormwater and urban runoff from a combined three thousand, four hundred (3,400) acre drainage area for infiltration at seven (7) City parks to replenish the underlying San Fernando Groundwater Basin (SFB).

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The proposed stormwater capture infrastructure will consist of infiltration galleries, hydrodynamic separators, pumps, permeable pavements, bioswales, catch basins, storm drains, and other green street elements. Underground galleries have been strategically sized and placed within the parks to maximize above-ground uses. In addition, the Program is intended to help alleviate localized flooding, improve downstream water quality, and provide recreational, social, economic, and environmental benefits for underserved communities.

DWP and BOE entered into a prior agreement (Resolution No. 019075) to complete the Program design, under which DWP agreed to finance the Program design costs and BOE agreed to facilitate project management, planning, and design efforts of the Program. This proposed MOA is a continuing partnership for the bid and award, construction, and post-construction phases of the Program.

In the proposed MOA, DWP agrees to provide all funding for the Program implementation costs and reimburse RAP up to three hundred thousand (\$300,000) for additional staff costs related to the Program and lost permit revenue during construction. DWP will own, operate, and maintain all stormwater capture infrastructure associated with the Program for the life of the Program, as well as be fully responsible for the management, regulatory compliance, and permitting upon completion. Costs associated with operation and maintenance of DWP's stormwater capture infrastructure shall be DWP's responsibility. DWP will also be responsible, at its sole cost, at the end of the useful life of the stormwater capture infrastructure at each RAP property, to remove all such infrastructure.

BOE agrees to be responsible for project management for the Program according to the latest BOE standards and practices, and to keep DWP and RAP apprised of information pertaining to the status of the Program. BOE will obtain approval from the Board of the final plans and specifications for all portions of each project within the Program to be constructed on RAP property prior to the advertisement and award of a project by the Board of Public Works.

RAP will continue to have sole and full responsibility for overall park management, regulatory compliance, permitting, maintenance, and operation. As such, RAP will agree to maintain the park trails, access roads, fencing, signage, trash receptacles, sports lighting, related electrical control panels, any electric vehicle station infrastructures, and recreational features for each Program project. While costs associated with the operation and maintenance of DWP's stormwater capture infrastructure shall be DWP's responsibility, costs associated with the operation and maintenance of RAP's facilities shall remain RAP's responsibility.

The final designs and specifications for each of the seven (7) projects covered in this proposed MOA, once complete, will be presented for Board consideration.

#### TREES AND SHADE

At this time, approval of the proposed MOA will have no impacts to trees and shade. Each of the seven (7) projects covered in this proposed MOA will be evaluated individually for impacts to trees and shade when the final designs and specifications are complete.

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#### **ENVIRONMENTAL IMPACT**

The proposed Project consists of a Memorandum of Agreement (MOA) which includes procedural measures to build, operate a maintain seven (7) stormwater capture projects to be constructed on properties owned by the City of Los Angeles Department of Recreation and Parks by the City of Los Angeles Bureau of Engineering, funded and maintained by the Los Angeles Department of Water and Power.

The MOA includes details on financial commitments, procedural projects approval, construction oversight and maintenance obligations, but does not constitute approval of any project that could potentially result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

According to Article 20, Section 15378 of California CEQA Guidelines, a project subject to CEQA is "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment", when is funded, constructed or approved by a public agency, or constructed on public land.

Given the procedural nature of the activities included in this MOA, staff finds that the proposed project does not fit the project definition included in Article 20, Section 15378 of California CEQA Guidelines and recommends that the Board of Recreation and Parks Commissioners (Board) take no CEQA action.

Each construction Project will be approved with separate acts and staff will provide appropriate recommendation in accordance with the California Environmental Quality Act when the individual projects will be brought to the Board for approval.

#### FISCAL IMPACT

The Program's estimated cost for bid and award, construction, construction management, and post-construction phases, as well as RAP's additional staff to perform tasks related to the Program and lost permit revenue, is approximately two hundred and ninety-eight million dollars (\$298,000,000). DWP has secured seventy-nine million, and eight hundred thousand dollars (\$79,800,000) through Measure W, Prop 1 Integrated Regional Water Management Rounds 1 and 2, and Prop 1 Stormwater Grant Program Round 2. DWP continues to seek additional state and federal funds.

Each project within the Program will be evaluated individually and only proceed with implementation once DWP determines the project has secured full funding.

There will be no fiscal impact to RAP's General Fund. RAP's compensation amount per project is outlined in Attachment 2 of the MOA (Attachment 1).

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#### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 3:** Create and Maintain World Class Parks and Facilities **Outcome No. 1:** Newly developed park projects and the redesign of signature City parks

**Result:** Approval of the MOA will facilitate the development of these stormwater capture and water quality improvement projects, which will result in improvements to both the parks and the local environment.

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

#### **LIST OF ATTACHMENTS**

- 1) Attachment 1 Memorandum of Agreement
- 2) Attachment 2 Stormwater Capture Parks Program Summary Presentation

#### **Memorandum of Agreement**

By and Among the Los Angeles Department of Water and Power, the Los Angeles Department of Public Works Bureau of Engineering, and the Los Angeles Department of Recreation and Parks for the Implementation of the Stormwater Capture Parks Program

#### **AGREEMENT**

This Memorandum of Agreement (Agreement) is made and entered into by and among the Los Angeles Department of Water and Power (LADWP), Los Angeles Department of Public Works Bureau of Engineering (BOE), and Los Angeles Department of Recreation and Parks (RAP) (collectively referred to as "Parties" or individually as "Party"), for the implementation of the Stormwater Capture Parks Program (Program).

#### **WITNESSETH**

WHEREAS, the City of Los Angeles (City) is home to approximately four (4) million residents who depend on reliable sources of water; and

WHEREAS, local water supply is a key resource that LADWP has historically utilized, and currently makes up about ten percent (10%) of the City's total water supply; and

WHEREAS, capturing additional stormwater for groundwater recharge is vital to sustain the long-term reliability of the City's local groundwater supply; and

WHEREAS, the City holds water rights in several local groundwater basins, with the San Fernando Groundwater Basin (SFB) groundwater rights being the most significant; and

WHEREAS, the City's groundwater rights in the SFB, as well as its pueblo rights to the surface waters of the Los Angeles River, were recognized and adjudicated by the California Supreme Court in *The City of Los Angeles v. City of San Fernando*, 14 Cal. 3d 199 (1975), and the subsequent judgment in *The City of Los Angeles v. City of San Fernando*, Los Angeles Superior Court Case No. 650079 (January 26, 1979); and

WHEREAS, LADWP is a municipally owned utility responsible for delivering water and power to the residents of the City; and

WHEREAS, BOE is responsible for the design and construction of capital improvement projects within the City's rights-of-way; and

WHEREAS, RAP is responsible for managing, operating, and maintaining parkland, public recreation facilities, and programs in the City to enhance the safety and enjoyment of park patrons, and holds property rights to certain properties in the City dedicated to such uses, which may be modified to allow capture of additional stormwater for groundwater recharge while still allowing for ongoing operation of parkland and public recreation facilities and programs; and

WHEREAS, the Parties are committed to the Program to pursue integrated opportunities to enhance recreational space; provide social, economic, and environmental benefits; increase stormwater capture for water supply reliability; and improve water quality; and

WHEREAS, LADWP and BOE entered into a prior agreement (Resolution No. 019075) to complete the Program design, under which LADWP agreed to finance the Program design costs, up to a maximum of nineteen million, one hundred thousand dollars (\$19,100,000) and BOE agreed to facilitate project management, planning, and design efforts of the Program; and

WHEREAS, LADWP intends to pay the Program implementation costs through a combination of LADWP's funds, grant funds, and funding partnerships up to a maximum of two hundred and ninety-eight million dollars (\$298,000,000); and

WHEREAS, LADWP has been awarded seventy-five million dollars (\$75,000,000) by the Los Angeles County's Safe Clean Water Regional Program (SCWP), one million, eight hundred thousand dollars (\$1,800,000) by the Integrated Regional Water Management Proposition 1 Rounds 1 and 2, and three million dollars (\$3,000,000) by Storm Water Grant Program Proposition 1; and

WHEREAS, LADWP will continue to pursue other eligible grants and cost-sharing partnerships to help fund the remaining Program's costs with assistance from BOE and RAP, as appropriate; and

WHEREAS, LADWP agrees to own, operate, and maintain all stormwater capture infrastructure associated with the Program for the life of the Program; and

WHEREAS, LADWP's agreement to own, operate, and maintain all stormwater capture infrastructure associated with the Program extends to its agreement to be responsible, at its sole cost, for any and all impacts and damages to RAP properties and facilities resulting from its activities related to ownership, operation or maintenance of that stormwater capture infrastructure; and to restore the RAP properties and facilities to conditions as shown in the 100% design plan sets; and

WHEREAS, LADWP agrees that, at the end of the useful life of the stormwater capture infrastructure at each RAP property, LADWP shall be responsible, at its sole cost, to remove all such infrastructure. Subject to reaching an agreement with RAP at the end of the useful life of each project, LADWP may refurbish the Program to extend the useful life of each project, abandon-in-place, or a combination of the above, in lieu of removal. Any impacts or damages to RAP properties and facilities shall be restored to pre-existing conditions within eighteen (18) months; and

WHEREAS, BOE agrees to facilitate project management and delivery of the Program; and

WHEREAS, the Board of Recreation and Park Commissioners for the City of Los Angeles, by resolution dated \_\_\_\_\_\_, 2024, has agreed to DWP's use, in coordination with BOE and RAP, of RAP properties for these integrated opportunities to enhance recreational space, provide social, economic, and environmental benefits, increase stormwater capture for water supply reliability, and improve water quality, all as more fully described herein; and

WHEREAS, RAP agrees to the implementation of the Program at RAP properties; and

WHEREAS, subject to reaching agreement with LADWP, RAP agrees to maintain all new park improvements, including landscaping and recreational improvements, and access roads, at its cost, upon completion of each project within the Program.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, it is hereby agreed as follows:

#### 1. PROGRAM INFORMATION

#### a. Background

The Program is a partnership among LADWP, BOE, and RAP. The Program consists of seven (7) projects to divert and capture approximately one thousand, eight hundred (1,800) acre-feet per year (AFY) of stormwater and urban runoff from a combined three thousand, four hundred (3,400) acre drainage area for infiltration at seven (7) City parks to replenish the underlying SFB.

The proposed stormwater capture infrastructure will consist of infiltration galleries, hydrodynamic separators, pumps, permeable pavements, bioswales, catch basins, storm drains, and other green street elements. Underground galleries have been strategically sized and placed within the parks to maximize above-ground uses. In addition, the Program is intended to help to alleviate localized flooding; improve downstream water quality; and provide recreational, social, economic, and environmental benefits for underserved communities.

LADWP and BOE entered into a prior agreement (Resolution No. 019075) to complete the Program design, under which LADWP agreed to finance the Program design costs, up to a maximum of nineteen million, one hundred thousand dollars (\$19,100,000) and BOE agreed to facilitate project management, planning, and design efforts of the Program. This subsequent Agreement is a continuing partnership for the bid and award, construction, and post-construction phases of the Program.

#### b. Location

The Program's projects are located at parks in the eastern San Fernando Valley in Council Districts 2, 6, and 7. See **Attachment 1, Program Map**. The Program's seven projects include:

- i. David M. Gonzales Recreation Center Stormwater Capture Project (David Gonzales Park);
- ii. Fernangeles Park Stormwater Capture Project (Fernangeles Park);
- Strathern Park North Stormwater Capture Project (Strathern Park);
- iv. Whitsett Fields Park North Stormwater Capture Project (Whitsett Park);
- v. Valley Plaza Park North Stormwater Capture Project (Valley Plaza Park North);
- vi. Valley Plaza Park South Stormwater Capture Project (Valley Plaza Park South); and
- vii. Valley Village Park Stormwater Capture Project (Valley Village Park).

#### c. Scope

This Agreement governs the Program's bid and award, construction, and post-construction phases, which include, but are not limited to, the preparation and approval of bid documents, advertisement and award of construction contracts, outreach, design support during bid and award, design support during construction, securing outstanding permits for phases 1 and 2 construction projects, construction, construction management, and post-construction tasks including, but not limited to, as-built plans, contract close-out, and project acceptance by the Board of Public Works, Board of Recreation and Parks, and Board of Water and Power Commissioners.

Under the Program, the Parties intend to divert and capture stormwater for infiltration at various City parks to increase replenishment of the SFB. The proposed stormwater capture infrastructure consists of infiltration galleries, hydrodynamic separators, pumps, permeable pavements, catch basins, storm drains, and other green street elements, as shown in **Attachment 4**.

#### d. Budget and Funding

The Program's estimated cost for bid and award, construction, construction management, and post-construction phases, as well as RAP's additional staff to perform tasks related to the Program and lost permit revenue, is approximately two hundred and ninety-eight million dollars (\$298,000,000). LADWP secured seventy-nine million, and eight hundred thousand dollars

(\$79,800,000) through Measure W Safe Clean Water Program, Prop 1 Integrated Regional Water Management Rounds 1 and 2, and Prop 1 Stormwater Grant Program Round 2. LADWP continues to seek additional state and federal funds.

Each project within the Program will be evaluated individually and only proceed with implementation once LADWP determines the project has secured full funding. Any project bids exceeding the project costs provided in this Agreement shall require a written amendment to this Agreement signed by all Parties. If LADWP deems, in its sole discretion, that a project is no longer feasible to award a construction contract, LADWP will provide BOE and RAP with written notification to terminate work on the project. BOE shall only invoice LADWP for costs incurred subsequent to execution of this Agreement and prior to the Agreement termination date consistent with Section 6.a. If terminated, provisions in Section 6.I shall apply on an individual project basis.

The following tables show the total estimated Program costs:

Project	Estimated Project Cost <sup>1</sup>
Fernangeles Park	\$42,900,000
Strathern Park	\$41,900,000
Valley Village Park	\$20,200,000
David Gonzales Park	\$65,200,000
Valley Plaza Park North	\$62,700,000
Valley Plaza Park South	\$32,300,000
Whitsett Park	\$32,500,000
Total:	\$297,700,000

<sup>&</sup>lt;sup>1</sup> Design cost not included

RAP	Estimated Cost <sup>2</sup>
Additional RAP staffing cost	\$238,913
Lost permit revenue	\$38,462
Storage bins	\$22,625
Total:	\$300,000

<sup>&</sup>lt;sup>2</sup>RAP compensation amount per project is provided in **Attachment 2** 

#### e. Schedule

**Attachment 3** shows the anticipated construction schedule for each project within the Program. Bid and award and post-construction are not accounted for in the table below. The Program is separated into two (2) construction phases

to comply with California Environmental Quality Act (CEQA) mitigation measures and to minimize impacts to stakeholders and the community during construction. The Parties agree that this construction schedule shall be updated at least annually, by June 30th of each year, to reflect the actual current schedule for these activities.

#### 2. LADWP AGREES TO:

- a. Provide written authorization to BOE to commence work related to bid preparation and advertisement of the specified project(s) within the Program after this Agreement becomes effective and upon identifying and securing full project funding. LADWP will provide a subsequent written authorization to BOE to either award a construction contract or terminate the specified project(s) within the Program.
- b. Provide funding for the Program implementation costs, which includes the Program bid and award, construction, and post-construction phases, up to a maximum of two hundred and ninety-seven million, seven hundred thousand dollars (\$297,700,000), through a combination of LADWP's funds, grant funds, and funding partnerships, solely for service costs in accordance with Section 5.
- c. Reimburse RAP up to three hundred thousand dollars (\$300,000) for additional staff costs related to the Program and lost permit revenue during construction. Any increase in reimbursement to RAP shall be agreed upon by LADWP and RAP through an amendment.
- d. In accordance with Section 5 of this Agreement, reimburse BOE, and BOE's suppliers and contractors, up to two hundred and ninety-seven million, seven hundred thousand dollars (\$297,700,000) for all eligible costs related to the Program, including the application of the appropriate full Cost Allocation Plan overhead rates.
- e. Authorize BOE to represent LADWP in all negotiations including, but not limited to, permit acquisition in accordance with Section 3.c, relocation of non-LADWP utilities, construction, bid and award, and construction contract administration. LADWP shall have the right to make final decisions and approve all work related to the Program.
- f. Participate in Program meetings, make decisions, provide technical assistance, and provide direction to BOE regarding the Program in a timely manner.
- g. Lead community outreach on updates and milestones involving the Program.

- h. Provide BOE, at LADWP's sole discretion, a temporary right-of-way, license, right-of-entry or other access across property owned or controlled by LADWP, as necessary for the Program's construction.
- i. If necessary, collaborate with RAP after construction of the Program and enter into a separate contract to identify locations and complete any unfulfilled tree mitigation requirements at LADWP's cost, as set by RAP.
- j. Advise BOE and RAP regarding grant agreements and requirements from State of California Proposition 1 and County of Los Angeles SCWP.
- k. Acknowledge BOE and RAP as Program partners in all LADWP approved materials, publications, press releases, signage, and communications related to the Program.
- I. Own, operate, and maintain all stormwater capture infrastructure associated with the Program, as shown in **Attachment 4**, for the life of the Program, which includes, but is not limited to: diversion structures, catch basins, conveyance pipes, hydrodynamic separators, permeable pavements, pumps, baffle boxes, sedimentation basins, underground infiltration galleries, Supervisory Control and Data Acquisition systems or other instrumentation and control systems to the extent applicable, control panels, flow meters, levels, and prefabricated utility structures. Costs associated with operation and maintenance of LADWP's stormwater capture infrastructure shall be LADWP's responsibility; costs associated with operation and maintenance of RAP's facilities shall be RAP's responsibility.
- m. Accept sole and full responsibility for management, regulatory compliance, permitting, maintenance, and operation of the stormwater capture infrastructure upon completion.
- n. Be responsible, at its sole cost, for any and all impacts and damages to RAP properties and facilities resulting from its activities related to ownership, operation, or maintenance of that stormwater capture infrastructure, including in the event that LADWP's stormwater capture infrastructure is cancelled or is only partially completed, and to restore the RAP properties and facilities to pre-existing conditions within eighteen (18) months of RAP providing LADWP written notice of such impacts or damages.
- o. Be responsible, at its sole cost, at the end of the useful life of the stormwater capture infrastructure at each RAP property, to remove all such infrastructure. Subject to reaching an agreement with RAP at the end of the useful life of each project, in lieu of removal, LADWP may refurbish the stormwater capture infrastructure to extend the useful life of each project, abandon-in-place, or a combination of the above for all such infrastructure. RAP properties and facilities shall be restored to pre-existing conditions within eighteen (18) months thereafter.

- p. Finalize all operation and maintenance (O&M) agreements related to stormwater capture infrastructure prior to the completion of construction for each project, either with LADWP's workforces or through a third-party contractor or agency.
- q. Provide RAP advance notice, as indicated in the O&M Manual created pursuant to Section 3.n, to coordinate O&M of the stormwater capture facilities. Advance notice will be provided by LADWP to enter the Program sites to perform maintenance of the facilities. Notice must include the date, location, and duration of the maintenance and will be subject to RAP approval, which shall not be unreasonably denied. Maintenance conducted by LADWP shall not impede or interfere with any recreational activities or programming.
- r. The O&M related provisions in Section 2, including Sections 2.k. though 2.p., shall survive termination of this Agreement and remain in effect until the end of the useful life of the project.
- s. In the event that LADWP finds significant contamination or other site conditions that make a project infeasible, LADWP may decide to cancel that project. LADWP shall be responsible for all costs associated with any actions it undertook up to the point of its decision to cancel, including removal and disposal of any excavated soil found to be contaminated. In the event that LADWP decides to proceed with the stormwater capture infrastructure project notwithstanding the contamination or other condition, LADWP shall be responsible for all costs associated with removal of any contaminated soil.

#### 3. BOE AGREES TO:

- a. Commence work only upon issuance of written authorizations as stated in Section 2.a of the specified project(s) within the Program from LADWP.
- b. Advertise the Program for construction bids, award and administer the construction contract(s), and cause the Program to be constructed in accordance with the said plans, specifications, scope, budget and schedule. Construction contracts will be awarded by the Board of Public Works.
- c. Use LADWP funds solely for costs of services rendered for work performed in accordance with this Agreement. These funds shall be used to acquire or renew necessary permits, prepare bid documents, advertise and award construction contracts, provide design support during bid and award, provide design support during construction, construct the Program, and perform post-construction tasks including, but not limited to, as-built plans, contract close-out, and project acceptance by the Board of Public Works, Board of Recreation and Parks, and Board of Water and Power Commissioners.

- d. Instruct and require BOE's suppliers and contractors to copy LADWP on all invoices submitted to Los Angeles Department of Public Works, Bureau of Contract Administration (BCA) for payment in accordance with the terms of the contracts awarded by BOE pursuant to Section 3.b. of this Agreement. Prior to the awarding of bid packages, BOE shall instruct and require all suppliers and contractors to submit a Supplier/Contractor Data Form, as shown in Attachment 6, directly to LADWP to create vendor codes for same.
- e. BOE, and BOE's suppliers and contractors, shall only invoice LADWP for costs incurred during the term of this Agreement and prior to the Program termination date; LADWP is not responsible for costs incurred by BOE or BOE's suppliers and contractors outside that term.
- f. Propose changes or modifications to the plans and specifications of the Program, including as may be necessitated by unforeseen, or unforeseeable, conditions encountered during construction, and consult with LADWP and RAP on any fundamental design changes. Subject to its consideration of RAP's right to provide input as to impacts on RAP's recreational facilities, LADWP shall have the right to make final decisions on all fundamental design changes for the Program and each individual project therein.
- g. Develop Program milestones and report at each milestone consistent with BOE's and LADWP's project delivery processes.
- h. Provide a minimum seven (7) day notice to LADWP and RAP to participate in meetings.
- Upon full execution of this Agreement, prepare and send, and instruct its suppliers and contractors to send invoice(s) to LADWP in accordance with Section 5.
- j. Use Generally Accepted Accounting Principles and comply with any and all other requirements of the City Controller to account for, transfer, and receive reimbursement funds for the Program.
- k. Keep LADWP and RAP apprised of information, of which BOE becomes aware, pertaining to the status of the Program.
- I. Provide construction documents and specifications to LADWP and RAP staff for review upon request.
- m. Perform repairs and adjustments for all projects identified by LADWP prior to issuance of Statement of Completion.
- n. Prepare and provide O&M plans and manuals and trainings to the satisfaction and requirements of LADWP.

- Turn each project over to LADWP after witness testing, signoff of operational tests to confirm functionality of facility as designed, and final acceptance and turnover checklists per operator procedures.
- p. Participate in community outreach on updates and milestones involving the Program.
- q. Obtain approval from the Board of Recreation and Parks of the final plans and specifications for all portions of each project within the Program to be constructed on RAP property prior to the advertisement and award of a project by the Board of Public Works.
- r. Support LADWP in grant applications and all grant-related documentation, including, but not limited to, providing labor hours, cost, schedule, and Program expenses, as needed for grant applications or reporting.
- s. For Program projects awarded grant funds, such as from the State of California's Proposition 1 and County of Los Angeles SCWP, adhere to all grant requirements specified in the project's grant agreement, including incorporating grant requirements in all contracts BOE awards pursuant to this Agreement. Grant requirements include but are not limited to: retention of records, audits, and reports (minimum of thirty-six (36) years); insurance; contractor responsibility ordinance; project access; bonding; labor compliance; and signage.
- t. Acknowledge LADWP and RAP as Program partners in all LADWP-approved material, publications, press releases, signage, and communications related to the Program.
- u. Acknowledge LADWP's Power System Transmission Vegetation Management Group Contractor is currently occupying the Transmission Line Right of Way (TLRW) easement at Strathern Park. BOE shall allow the Contractor to continue with the occupancy and unfettered access of the LADWP TLRW through the construction of the project at Strathern Park. BOE shall coordinate these efforts with Mr. Juan Pelayo (Juan.Pelayo@ladwp.com).

#### 4. RAP AGREES TO:

- a. Participate in Program meetings and community outreach on updates and milestones involving the Program.
- b. Grant BOE and LADWP, at no cost, any temporary rights-of-way, easements, right-of-entry, or grant of right for any real property that RAP owns, or has easements for, that are necessary for the Program's construction and that are consistent with the Charter of the City of Los Angeles.

- c. Support LADWP in grant applications and all grant-related documentation, including, but not limited to, providing labor hours, cost, schedule, and Program expenses, as needed for grant applications and reporting.
- d. RAP will have sole and full responsibility for overall park management, regulatory compliance, permitting, maintenance, and operation.
- e. Finalize all O&M agreements related to RAP facilities prior to the completion of construction for each project, either with RAP's workforces or through a thirdparty contractor or agency.
- f. Following RAP acceptance of each individual project, issue right-of-entry permits upon request for the post-construction phase and long-term post-construction O&M to identify repairs and adjustments to all civil, architectural, structural, mechanical, electrical, and instrumentation stormwater capture infrastructure installed as part of the Program, which includes, but is not limited to: diversion structures, catch basins, conveyance pipes, hydrodynamic separators, pumps, baffle boxes, sedimentation basins, underground infiltration galleries, Supervisory Control and Data Acquisition or other instrumentation and control systems as applicable, control panels, flow meters, levels, and prefabricated utility structures. The template form of the right of entry that RAP will provide to LADWP and its contractors to perform these activities is attached hereto as **Attachment 5**.
- g. Subject to agreement with LADWP, perform the O&M of the Program's landscaping and irrigation components as to those elements for which LADWP is not responsible for O&M pursuant to Section 2 above.
- h. Maintain the park trails, access roads, fencing, signage, trash receptacles, sports lighting, related electrical control panels, any electric vehicle station infrastructures, and recreational features of for each Program project.
- Collaborate with LADWP to reach agreement to resolve situations where LADWP's activities related to ownership, operation or maintenance of its stormwater capture infrastructure result in impacts and damages to RAP properties and facilities.
- j. Collaborate with LADWP to reach agreement to resolve the refurbishment, abandon-in-place, or removal and remediation of the stormwater capture infrastructure at each RAP property at the end of its useful life.
- k. Continue to have sole and full responsibility for overall park management, permitting, maintenance, and operation. LADWP will have sole and full responsibility for management, regulatory compliance, permitting, maintenance, and operation of the stormwater capture infrastructure. Costs

- associated with operation and maintenance of LADWP's stormwater capture infrastructure shall be LADWP's responsibility; costs associated with operation and maintenance of RAP's facilities shall be RAP's responsibility.
- I. Acknowledge BOE and LADWP as Program partners in all LADWP approved material, publications, press releases, signage, and communications related to the Program.

#### 5. INVOICES AND REIMBURSEMENT

- a. BOE shall invoice LADWP for costs it incurs related to the Program, including BOE labor and BOE non-labor costs. LADWP shall pay BOE's approved invoices directly to BOE Accounting within thirty (30) calendar days of receipt of those invoices.
- b. BOE's suppliers and contractors shall submit their invoices to the Los Angeles Department of Public Works Bureau of Contract Administration (BCA), BOE and LADWP simultaneously. Upon subsequent receipt of reviewed and undisputed invoices approved by BCA, BOE shall provide supplier and contractor invoice approval notices to LADWP within five (5) days of receipt. Concurrently, upon receipt of reviewed and undisputed invoices approved by BCA, LADWP shall have thirty (30) days to review, approve, and pay the invoices directly to BOE's suppliers and contractors. LADWP will not unreasonably withhold payment of the invoices to BOE's suppliers and contractors in order to comply with the City's vendor payment policy.
- c. RAP shall invoice LADWP for Program costs associated with additional staff and lost permit revenues up to three hundred thousand dollars (\$300,000) upon the issuance of the applicable Statement of Completion for each site. Any increase in reimbursement to RAP shall be agreed upon by LADWP and RAP through an amendment.
- d. Invoice documentation shall state such services as were performed under this Agreement and comply with all City invoicing policies.
- e. Subject to LADWP approval of contractor change order request, payment of construction change orders shall be included in regular invoices for payment. The total compensation by LADWP to BOE, and BOE's suppliers and contractors, including change orders for complete and satisfactory performance of services under this Agreement shall not exceed two hundred and ninety-seven million, seven hundred thousand dollars (\$297,700,000) per Section 1.d. All construction change order requests are subject to consultation with and payment approval by LADWP.
- f. Of the total amount of compensation included in Section 1.d above, LADWP shall only pay BOE, and BOE's suppliers and contractors, for services

performed, tasks implemented, and deliverables provided as specified in the Agreement. LADWP shall not be liable for monetary payments unless there is a document outlining performed services, completed tasks, and provided deliverables that are approved by LADWP's authorized representative(s) identified in this Agreement.

- g. LADWP shall not be obligated to pay for work performed by BOE, and BOE's suppliers and contractors, for any such changes made in violation of this Agreement.
- h. BOE shall provide quarterly progress reports throughout the term of this Agreement that will include schedule, budget, and work completed during the previous quarter and an estimate of the percentage completed. Progress reports shall be submitted to LADWP and RAP within forty-five (45) calendar days of the end of each respective quarter. Quarters shall be defined as the periods from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

#### 6. IT IS MUTUALLY UNDERSTOOD AND AGREED:

- a. This Agreement shall become effective upon execution by all Parties and terminate fifty-four (54) months thereafter. All work described in Section 1 shall be completed within the term of this Agreement. Any Party may terminate this Agreement for any reason by giving the other Parties thirty (30) calendar days written notice. In the event of termination by any Party prior to the date of completion of all of the projects in the Program: (i) the Parties agree to take all reasonable measures to prevent further costs under Agreement; (ii) LADWP will provide payment for any outstanding invoices for work performed up to the termination date, and will have no further financial obligations beyond the date of termination; (iii) BOE shall provide LADWP a final progress report that summarizes the total expenditure incurred under this Agreement with a copy of any completed or work-in-progress documents stated in Section
  - 1.c and shall have no further obligation or liability to LADWP or City in regard to the performance of this Agreement; and (iv) any unspent funds will be transferred from BOE and/ or RAP to LADWP.
- b. Subject to LADWP's obligations under this Agreement, including its O & M-related obligations under Section 2 (e.g., Section 2.k. through 2.p.), RAP and BOE recognize and agree that LADWP may reduce the scope and cost of the Program if LADWP determines, in its sole discretion, that any portion of the Program scope is technically infeasible to construct within the available budget.
- c. The project management for the Program will be performed in accordance with the latest BOE standards and practices.

- d. Each Party shall have no financial obligation to the other Parties under this Agreement, except as herein expressly provided.
- e. No amendment or waiver of any provision of this Agreement, nor consent to any departure, shall be effective unless in writing and signed by each Party, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose given.
- f. This Agreement shall be governed, interpreted under, construed, and enforced in accordance with the laws of the State of California.
- g. LADWP shall have the opportunity to participate, provide input, and approve the work mentioned in Section 1.c that is to be performed by the other Parties.
- h. The Parties shall be required to make staff reasonably available, if requested, to participate and provide input at scheduled meetings, community meetings, workshops so as to not impact the Program schedule.
- i. Notwithstanding any other provision of this Agreement, LADWP may determine not to implement the Program, or any portion thereof, if its environmental review pursuant to the CEQA discloses that the Program, or portion thereof, will have significant environmental impacts. In the event LADWP determines not to implement the Program, and so communicates to the Parties in writing, this Agreement shall be deemed terminated and the Parties shall have no further obligations to each other under this Agreement. In the event LADWP, determines not to implement a portion of the Program, and so communicates to the Parties in writing, this Agreement shall be deemed terminated as to that portion of the Program only, and the Parties shall have no further obligations to each other under this Agreement as to that portion of the Program.
- j. To make all reasonable efforts to keep costs within the budgeted amounts, no Party shall be obligated to provide additional funding toward the completion of work called for by this Agreement, unless otherwise mutually agreed to by the Parties and reflected in a written amendment to this Agreement.
- k. Cost performance shall be evaluated at regular intervals to ensure the costeffectiveness of the Program is maintained.
- In the event that performance on the part of any Party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics;

pandemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the Parties willful or negligent acts or omission.

m. As it relates to the management and oversight of all of the services associated with a Party's obligations under this Agreement, each Party shall retain all liability for its contractors, agents or invitees and each of the contractor's officers, agents, employees, or subcontractors of any tier. With respect to any liability or damage incurred on RAP property, except to the extent attributable to the sole or active negligence or willful misconduct of RAP, LADWP undertakes and agrees to promptly pay, reimburse, cover, and/or otherwise be financially responsible to RAP for, any and all costs arising in any manner by reason of, or incidental to, the actions of LADWP and/or their contractor or subcontractor of any tier in connection with this Agreement ("Costs"). Such Costs shall include, without limitation, all costs of litigation, claims, losses, demands, expenses, damage or liability of any nature whatsoever (including for death or injury to any person, including LADWP's employees, contractors and agents), or damage or destruction of any property.

#### 7. RIGHT TO AUDIT

BOE shall maintain, and shall cause BOE's consultants and suppliers to maintain, all records pertaining to this Agreement, and related subcontracts, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to Agreement. If BOE or its contractors, consultants, or suppliers are required to submit cost or pricing data in connection with Agreement, BOE shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after referred to as Authorized Auditors), for a period of not less than thirty-six (36) years following payment made by LADWP hereunder or the expiration date of Agreement, whichever is later. BOE shall make said records or to the extent accepted by the Authorized Auditors, photographs, microphotographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at BOE's offices at all reasonable times and without charge. Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by BOE on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. BOE shall not, however, be required to furnish the Authorized Auditors with commonly available software.

BOE and its contractors, consultants, and suppliers, as applicable to the services provided under Agreement, shall be subject at any time within sixty (60) calendar days, prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, County, State and Federal government audit standards. For consultants, subconsultants, and suppliers that utilize or are subject to Federal Acquisition Regulation (FAR), Parts 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete, or noncurrent records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, BOE will be provided sixty (60) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization and public release.

If the Authorized Auditors' examination or audit indicates BOE, or BOE's suppliers and contractors, have been overpaid under a previous payment application, the identified overpayment amount shall be paid by BOE, or BOE's suppliers and contractors, to LADWP within ninety (90) calendar days of notice to BOE.

If applicable, having received written notice by LADWP in advance of contract bid and award, BOE shall contractually require all contractors, consultants and suppliers performing services under Agreement to comply with the provisions of this section by inserting this provision GC-18 in each contractor's contract and by contractually requiring each subcontractor to insert this provision GC-18 in any of its subcontractor contracts related to services under Agreement. In addition, BOE, their contractors, consultants, and/or suppliers, shall also include the following language in each contract:

The Los Angeles Department of Water and Power (LADWP) is a third-party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third-party beneficiary of the audit provision shall not confer any rights or privileges on BOE, BOE's contractors, suppliers, or consultants, or any other person or entity.

If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision of the General Conditions GC-18 for LADWP Professional Service Contracts reveals that LADWP overpayment to the consultant is more than five percent (5%) of the billings reviewed, the consultant shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the consultant to LADWP within ninety (90) calendar days of notice to the consultant of the costs and expenses.

The provisions of this section shall survive expiration or termination of Agreement.

#### 8. NOTICES

All notices provided under this Agreement must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; or (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any United States Postal mailbox or at any United States Post Office. All notices, demands, or requests shall be addressed to the following:

LADWP: Mr. David R. Pettijohn

**Director of Water Resources** 

Los Angeles Department of Water and Power

111 North Hope Street, Room 1460

Los Angeles, California 90012

Phone: (213) 367-0899

and

Mr. Art Castro

Manager of Watershed Management

Los Angeles Department of Water and Power

111 North Hope Street, Room 308 Los Angeles, California 90012

Phone: (213) 367-2966

RAP: Ms. Cathie Santo Domingo

Assistant General Manager

Los Angeles Department of Recreation and Parks

221 N. Figueroa St 3<sup>rd</sup> Floor Los Angeles, California 90012

Phone: (213) 202-2633

BOE: Mr. Alfred Mata

**Deputy City Engineer** 

Los Angeles Department of Public Works

Bureau of Engineering

1149 South Broadway Street, 7th Floor

Los Angeles, California 90015

Phone: (213) 485-4920

#### 9. AMENDMENTS AND WAIVER

No amendment or waiver of any provision of this Agreement, nor consent to any departure, shall be effective unless in writing and signed by each Party, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose given.

#### 10. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto any rights, remedies, obligations or liabilities.

#### 11. COMPLETE AGREEMENT

This Agreement supersedes any prior agreement, oral or written and contains the entire agreement of the Parties on the subject matter hereof. No subsequent agreement, representation, or promise made by a Party, or its officers, employees, agents, or representatives, shall be of any effect unless it is in writing and executed by the Party to be bound.

#### 12. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of when so executed shall be deemed an original and all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf and sent by e-mail shall be deemed original signatures.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

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

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.

By:	
-	JANISSE QUIÑONES
	Chief Executive Officer and Chief Engineer
Date: _	
And:	
_	CHANTE L. MITCHELL
	Board Secretary

IN WITNESS WHEREOF, each Party here by its duly authorized representative.	eto has caused this Agreement to be executed
DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING	
By: Ted Allen, PE	Date:
City Engineer	
ATTEST: Holly L. Wolcott, City Clerk	
Deputy City Clerk Date	

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

#### DEPARTMENT OF RECREATION AND PARKS OF THE CITY OF LOS ANGELES BY BOARD OF RECREATION AND PARK COMMISSIONERS

	Ву:	Renata Simril Board President
	Date:	
	Ву:	Board Secretary
	Date:	
ATTEST: Holly L. Wolcott, City Clerk		
Deputy City Clerk	Date	

## Program Map



## RAP Compensation Amount per Project

#### STORMWATER CAPTURE PARKS PROGRAM - PROGRAMMING PLAN

FACILITY	PROGRAMS	SEASON(S)	TYPE OF PROGRAM	AFFECT ED?	MOST FEASIBLE SOLUTIONS	ADDITIONAL COSTS	<u>\$ VALUE</u>	# SEASONS IN PHASE	TOTAL ADD. STAFFING	STORAGE BINS(8'x2 0')	TOTAL LOST PERMIT REVENUE IN PHASE
Phase 1 - July 2023 to December 2025											
David M. Gonzales	Youth Soccer	Fall	Sports League	YES	Relocate to Stonehurst RC	Need more Staff (2nd location); need storage of equipment at new location	Staff: \$10,860 per season; Storage Bin: \$7,542	3	\$ 32,579	\$ 7,542	
David M. Gonzales	Youth Baseball	Spring	Sports League	YES	Relocate to Stonehurst RC	Need more Staff (2nd location); need storage of equipment at new location	Staff: \$10,860 per season	2	\$ 21,719		
David M. Gonzales	Girls Softball	Spring	Sports League	YES	Relocate to Stonehurst RC	Need more Staff (2nd location); need storage of equipment at new location	Staff: \$10,860 per season	2	\$ 21,719		
David M. Gonzales	Archery	Year-Round	Class/Clinic	YES	Probable Cancellation due to low enrollment	N/A	N/A				
David M. Gonzales	Track & Field	Year-Round	Class/Clinic	YES	Probable Cancellation due to low enrollment	N/A	N/A				
David M. Gonzales	Softball/Basebal	Fall, Winter	Class/Clinic	YES	Probable Cancellation due to low enrollment	N/A	N/A				
David M. Gonzales	Flag Football	Spring/ Summer	Class/Clinic	YES	Probable Cancellation due to low enrollment	N/A	N/A				
David M. Gonzales	After School Program	Fall, Winter, Spring	ASP	NO	N/A	Negligible	Negligible				
David M. Gonzales	Summer Camp	Summer	Day Camp	MAYBE	Will use remaining space; Capacity may be slightly affected.	Negligible	Negligible				
David M. Gonzales	Special Events	Year-Round	Special Event	YES	Community events are popular and would have to be cancelled/postponed.	Unknown	Unknown				

	CBA Adult		Muni Field		Cancel Permits (Possibly						
David M. Gonzales	Baseball	Year-Round	Permit	YES	relocate to another field)						\$33,937
Fernangeles	Youth Soccer	Fall & Spring	Sports League	YES	In Fall: Practices relocate to Branford, Stonehurst, or Sun Valley; games at Sheldon/Arleta. In Spring: relocate to Sheldon/Arleta (no lights)	Need more Staff (2nd location); need storage of equipment at new location and Sheldon/Arleta	Staff: \$10860 per season; 2 Storage Bins: \$15,083	5	\$ 54,299	\$ 15,083	
Fernangeles	Girls Softball	Spring & Summer	Sports League	YES	In Spring & Summer: relocate to Sheldon/Arleta (no lights)	Need more Staff (2nd location); need storage of equipment at new location	Staff: \$10,860 per season	5	\$ 54,299		
Fernangeles	Youth Baseball	Spring	Sports League	YES	In Spring: relocate to Sheldon/Arleta (no lights)	Need more Staff (2nd location); need storage of equipment at new location	Staff: \$10,860 per season	2	\$ 21,719		
Fernangeles	Soccer	Summer	Class/Clinic	YES	In Summer: relocate to Sheldon/Arleta (no lights)	Use Storage Bin from League Play	N/A				
Fernangeles	Softball	Fall & Winter	Class/Clinic	YES	In Fall & Winter: Relocate to Branford, Stonehurst, or Sun Valley	Use Storage Bin from League Play	N/A				
Fernangeles	Baseball	Fall & Winter	Class/Clinic	YES	In Fall & Winter: Relocate to Branford, Stonehurst, or Sun Valley	Use Storage Bin from League Play	N/A				
Fernangeles	Summer Camp	Summer	Day Camp	YES	For outdoor field play, walk campers to Sheldon/Arleta	Need more staff to walk campers to and from alternate site	Staff: \$10,860 per season	3	\$ 32,579		
Fernangeles	Sporadic Groups	Year-Round	Muni Field Permit	YES	Cancel Permits (Possibly relocate to another field)						\$4,525
Valley Village	No Recreation Programming (Passive Park)			NO	N/A	N/A	N/A				N/A
Strathern	Undeveloped Portion of Park			NO	N/A	N/A	N/A				N/A
								Phase 1 Totals:	\$ 238,9	\$ 22,625	\$ 38,462

Phase 2: January 2025 to February 2027										
	No Recreation Programming (Passive Park)		NO	N/A	N/A	N/A				N/A
Whitsett	No Recreation Programming Negligible permits		NO	N/A	N/A	N/A				N/A
							Phase 2 Totals:	\$ -	\$ -	\$ -
Phase 3: July to June 2030										
Valley Plaza South	Small Portion of deep outfield of Siamond #2: Negligible affect		NO	N/A	N/A	N/A				N/A

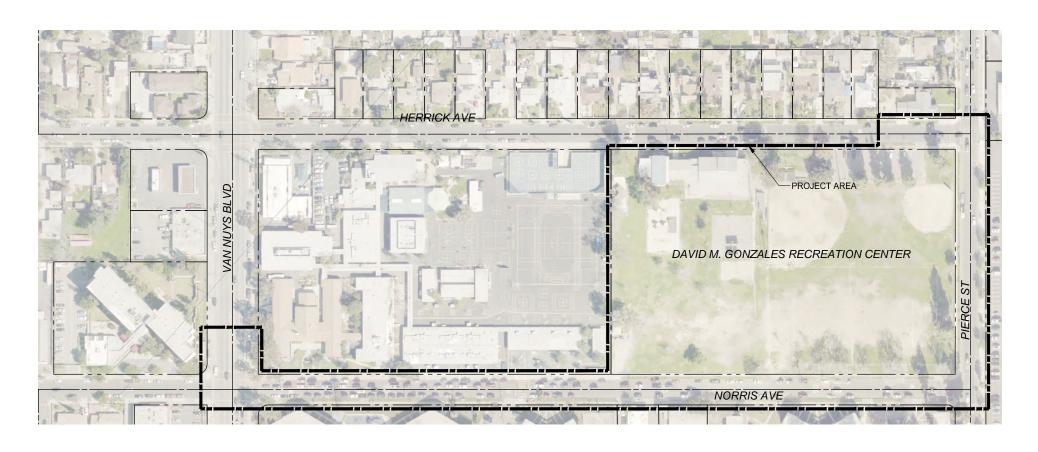
		TOTAL ADD. STAFFING	STORAGE BINS(8'x2 0')	TOTAL LOST  PERMIT  REVENUE IN  PHASE
	Phase			
l	1-3	\$238,9	\$ 22,625	\$ 38,462
ı	Totals:			

## Schedule

Project	Construction Phase	Start Date	End Date
David Gonzales Recreation Center		January 2025	June 2027
Valley Village Park		March 2025	August 2027
Fernangeles Park	1	May 2025	October 2027
Strathern Park		July 2025	December 2027
Valley Plaza Park North		July 2025	December 2027
Valley Plaza Park South		July 2025	December 2027
Whitsett Park	2	March 2026	August 2028

Project Exhibits

## **EXHIBIT 1**

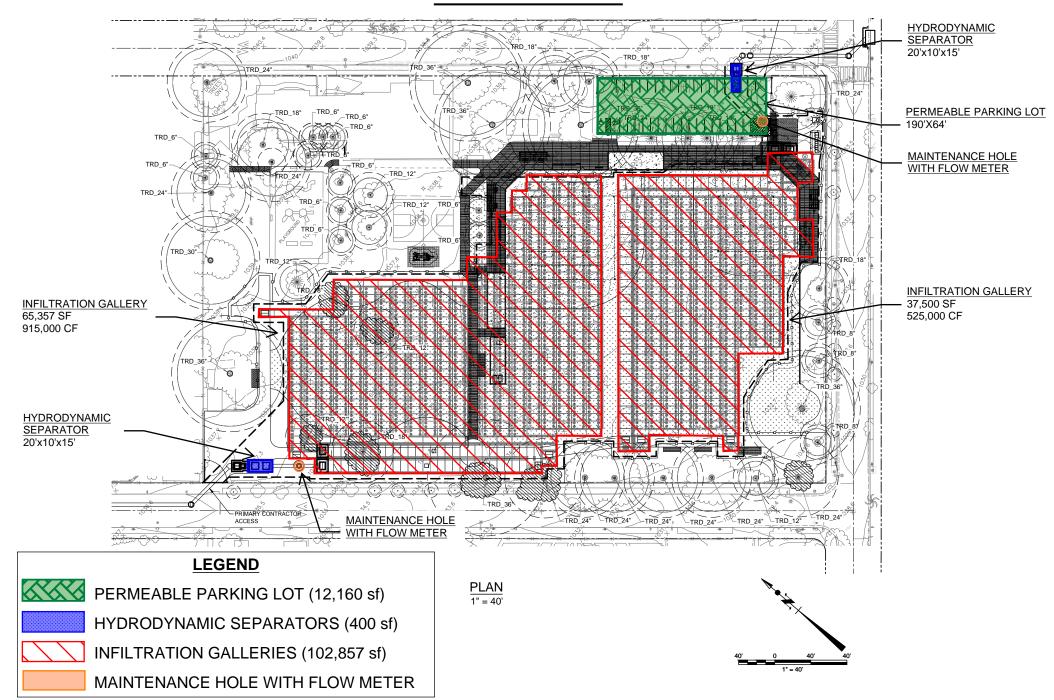




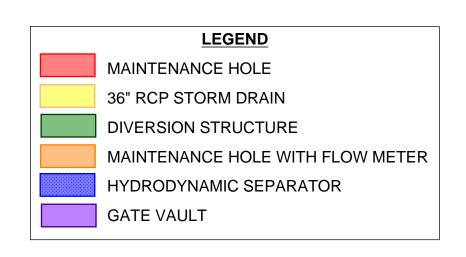


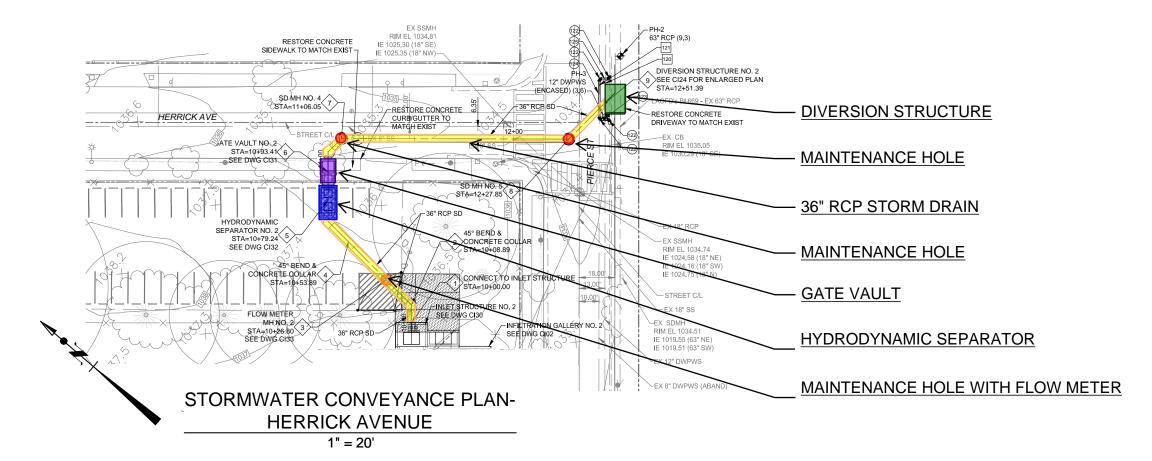
## DAVID M. GONZALES RECREATION CENTER

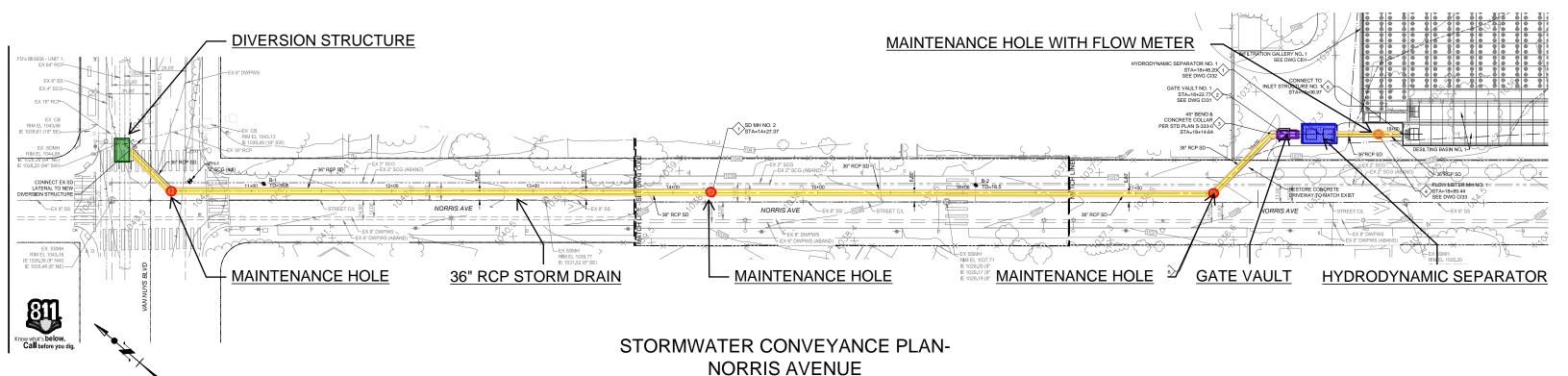
# DAVID M. GONZALES RECREATION CENTER EXHIBIT 2



# DAVID M. GONZALES RECREATION CENTER EXHIBIT 3







1" = 20'

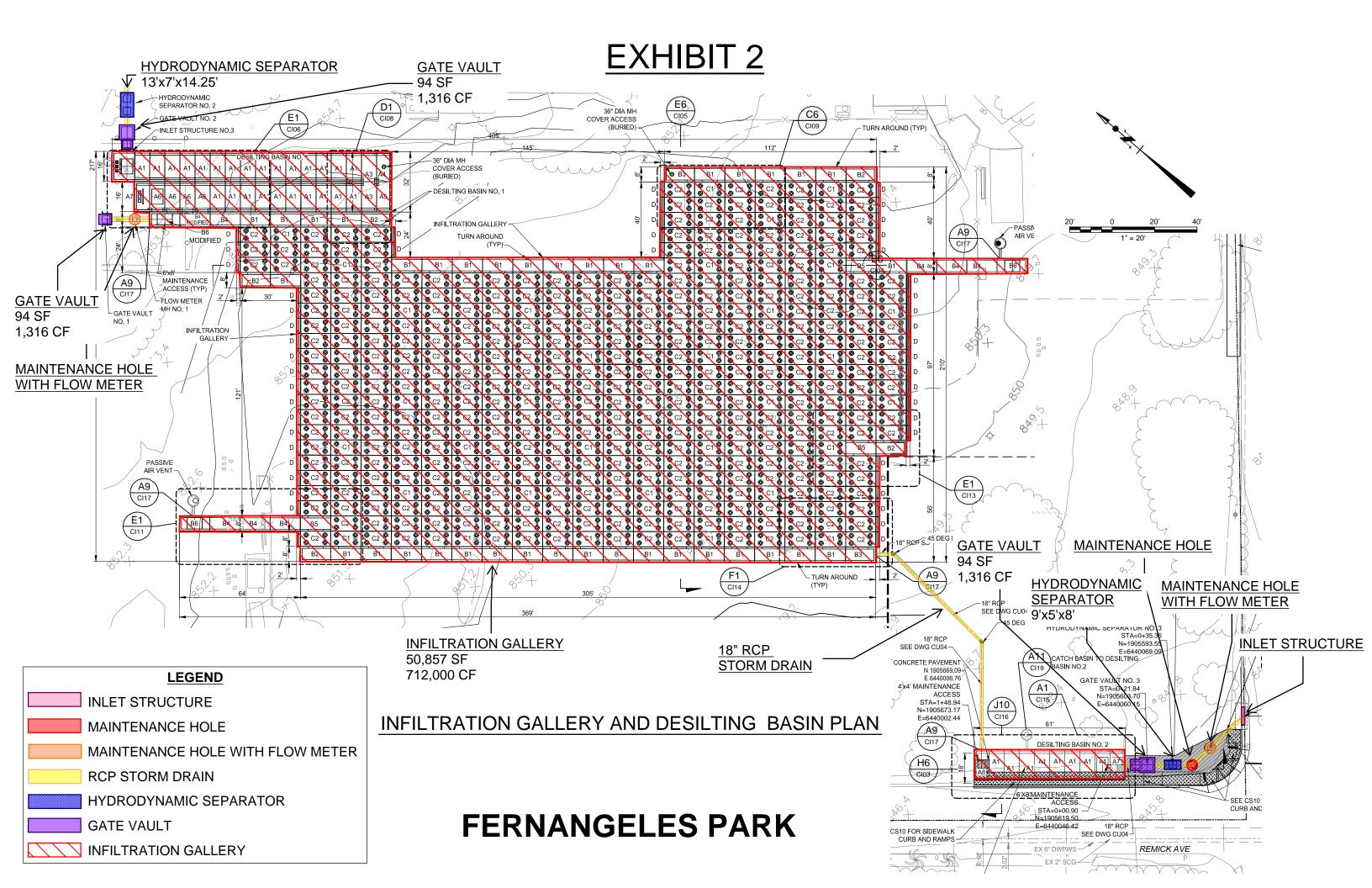
# **EXHIBIT 1**





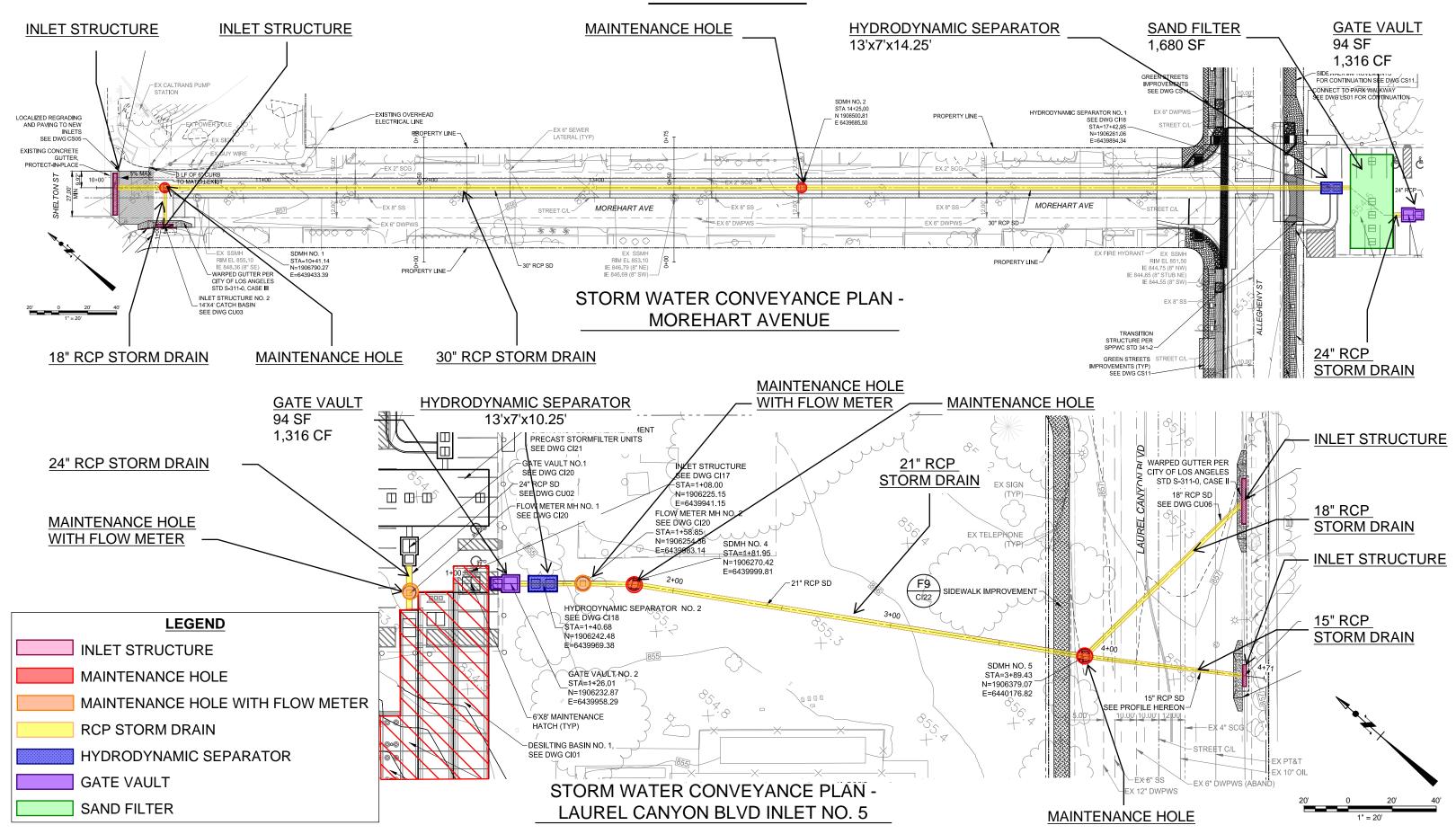


## **FERNANGELES PARK**

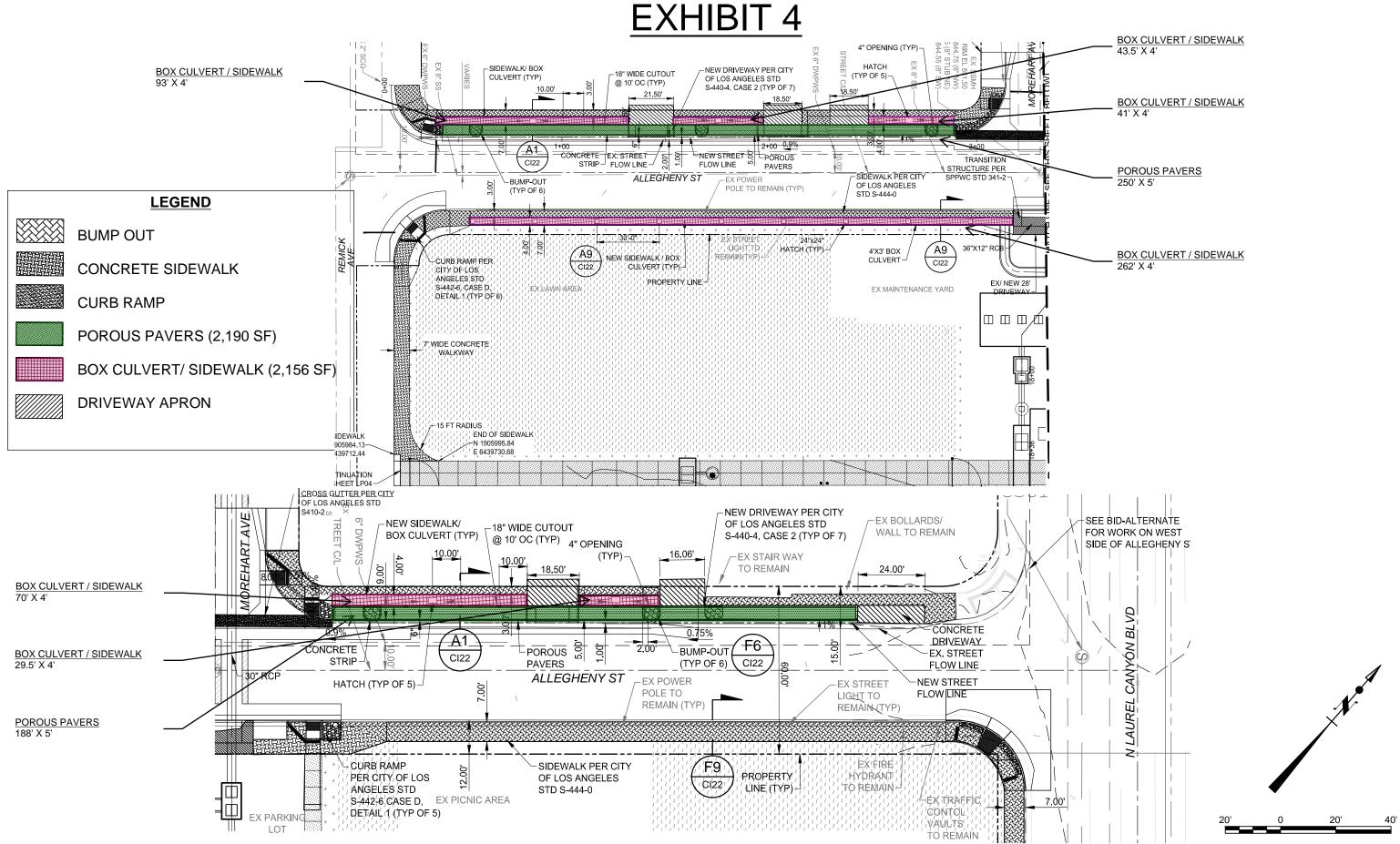


## **FERNANGELES PARK**

## **EXHIBIT 3**



## **FERNANGELES PARK**



REMICK STREET, ALLEGHENY STREET AND LAUREL CANYON BOULEVARD GREEN STREET IMPROVEMENT PLAN

## **EXHIBIT 1**



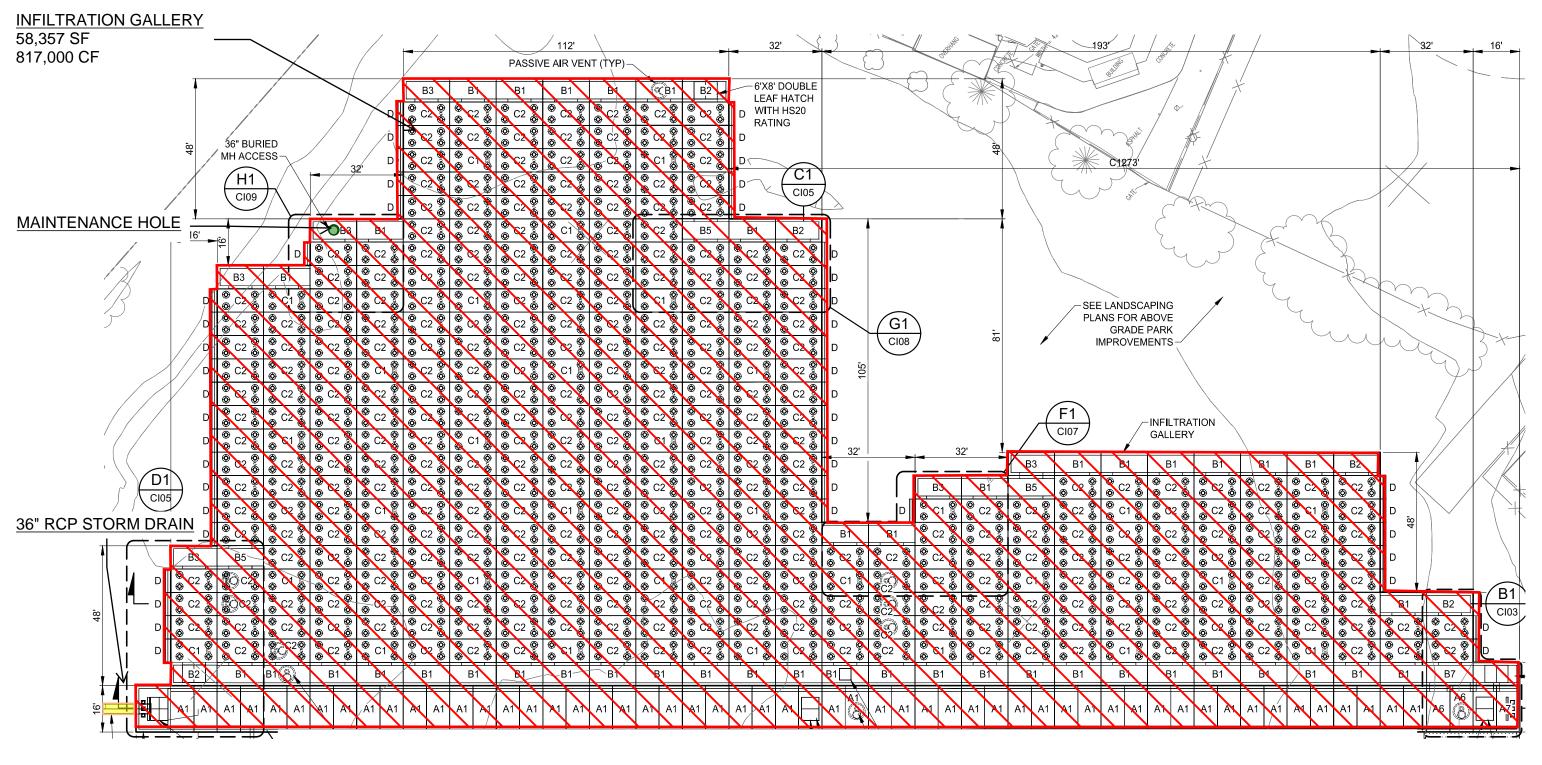
SITE PLAN

NOT TO SCALE



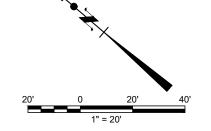
## STRATHERN PARK NORTH

## **EXHIBIT 2**



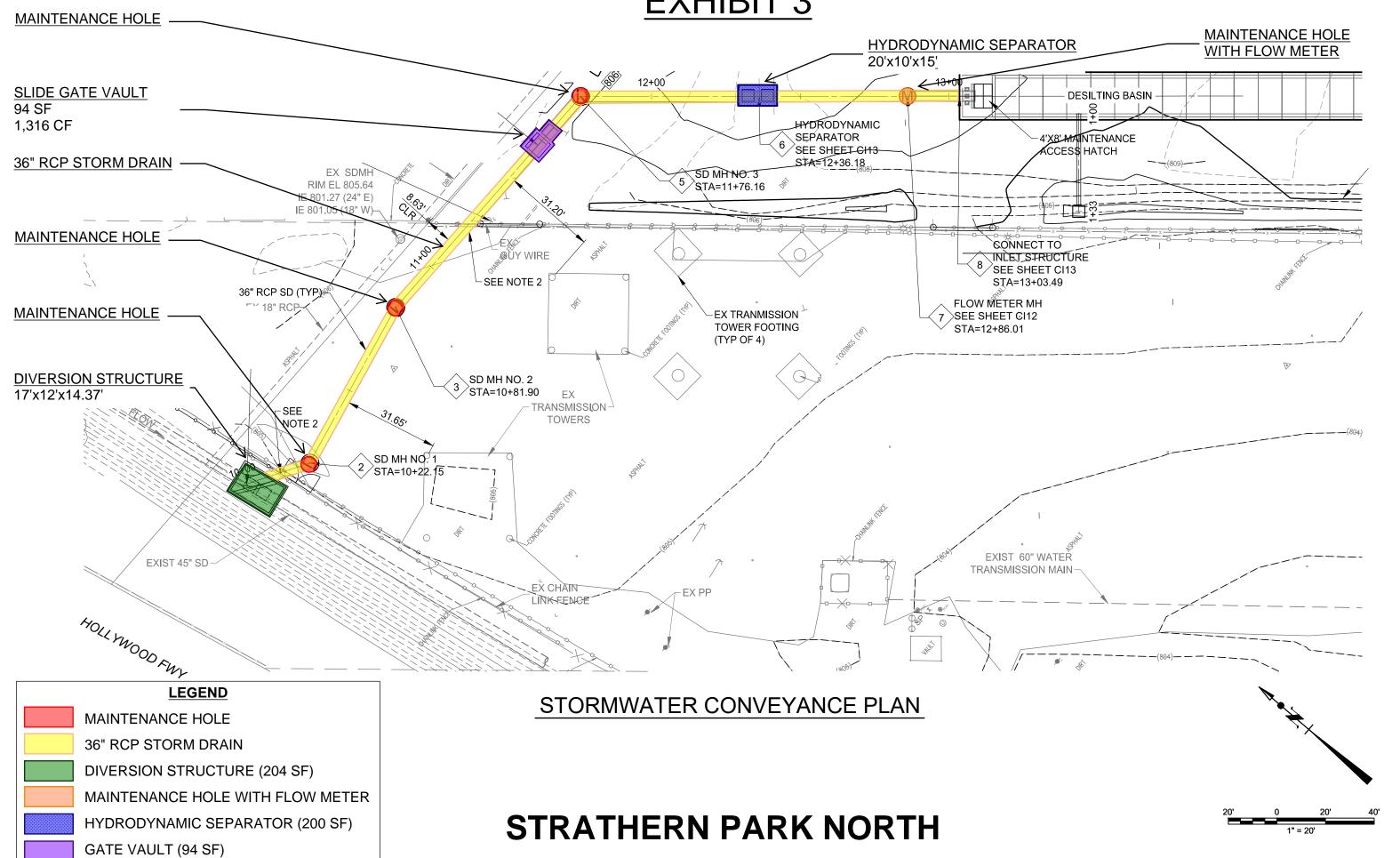


**INFILTRATION GALLERY PLAN** 



STRATHERN PARK NORTH

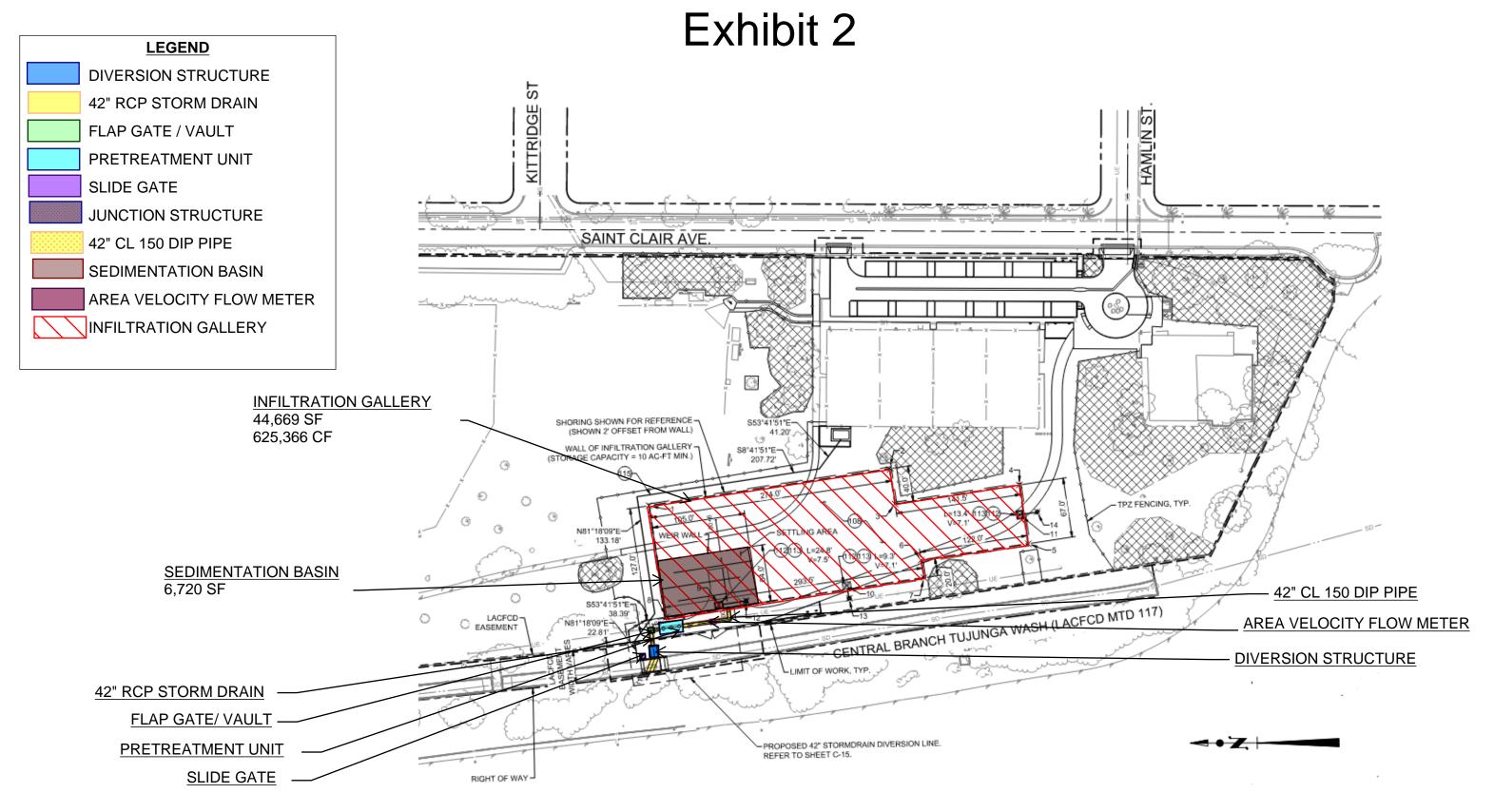
## **EXHIBIT 3**







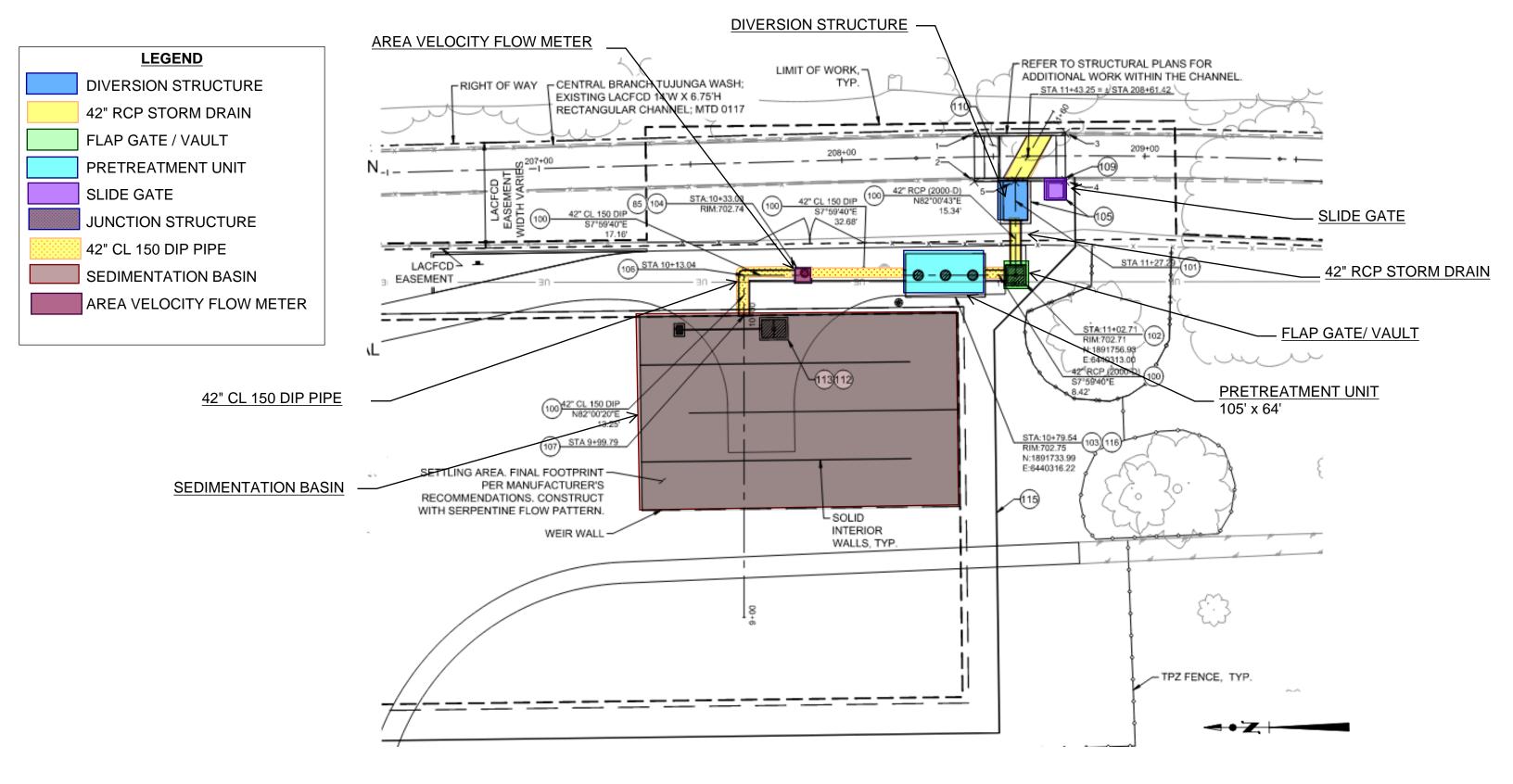
## **VALLEY PLAZA PARK SOUTH**



**INFILTRATION GALLERY PLANS** 

## **VALLEY PLAZA PARK SOUTH**

NOT TO SCALE



STORM WATER COVEYANCE AND WIER PLANS

## **VALLEY PLAZA PARK SOUTH**

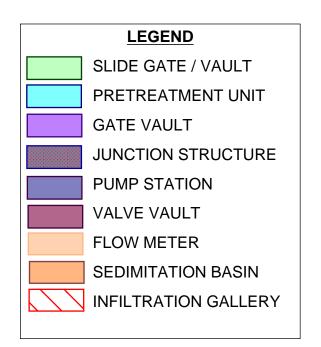
NOT TO SCALE

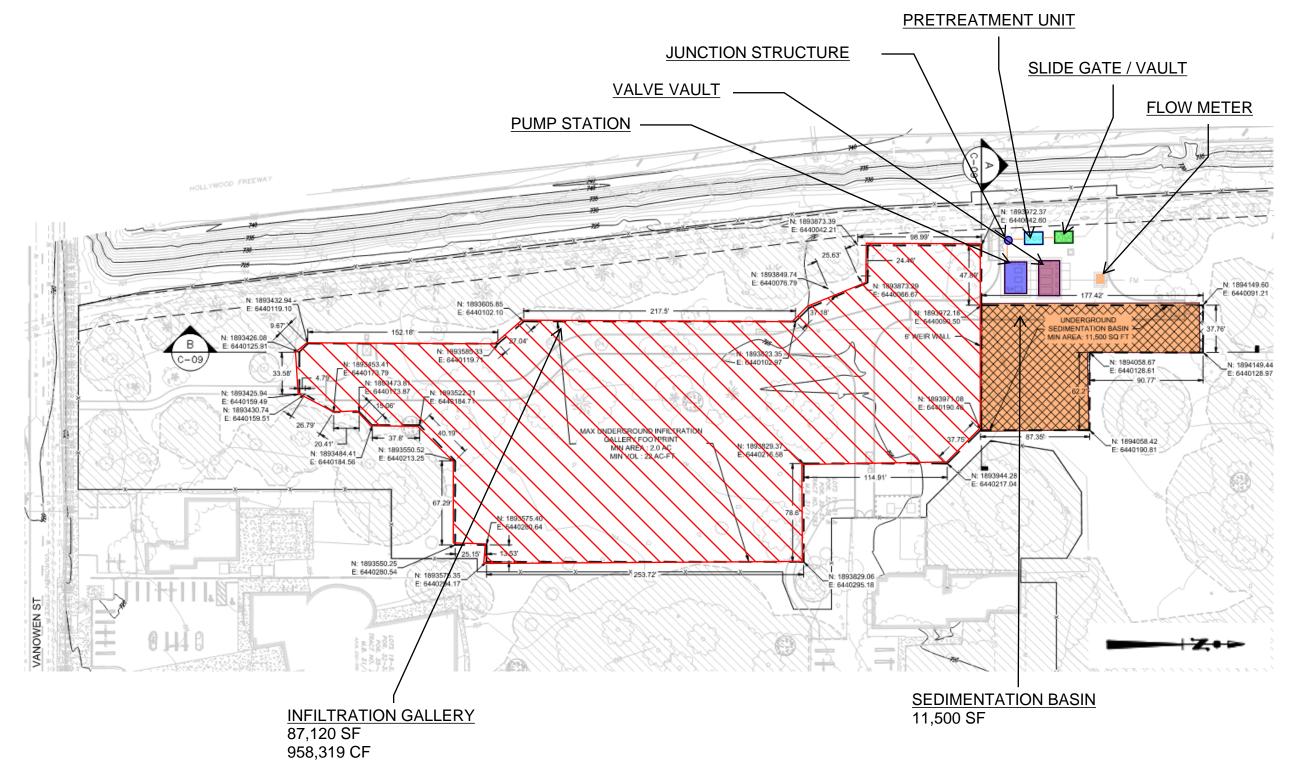






## **VALLEY PLAZA PARK NORTH**

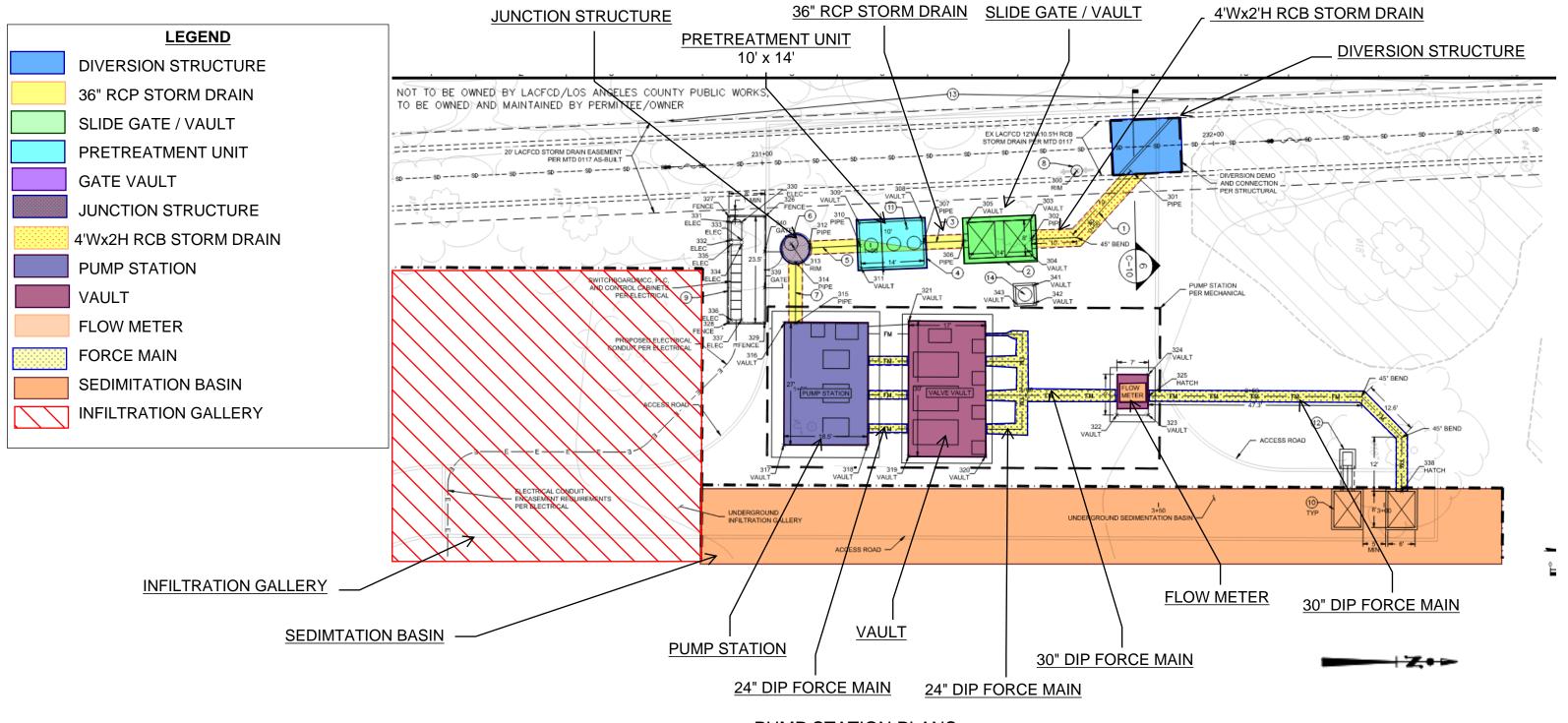




INFILTRATION GALLERY AND SEDIMENTATION BASIN PLANS

## **VALLEY PLAZA PARK NORTH**

NOT TO SCALE

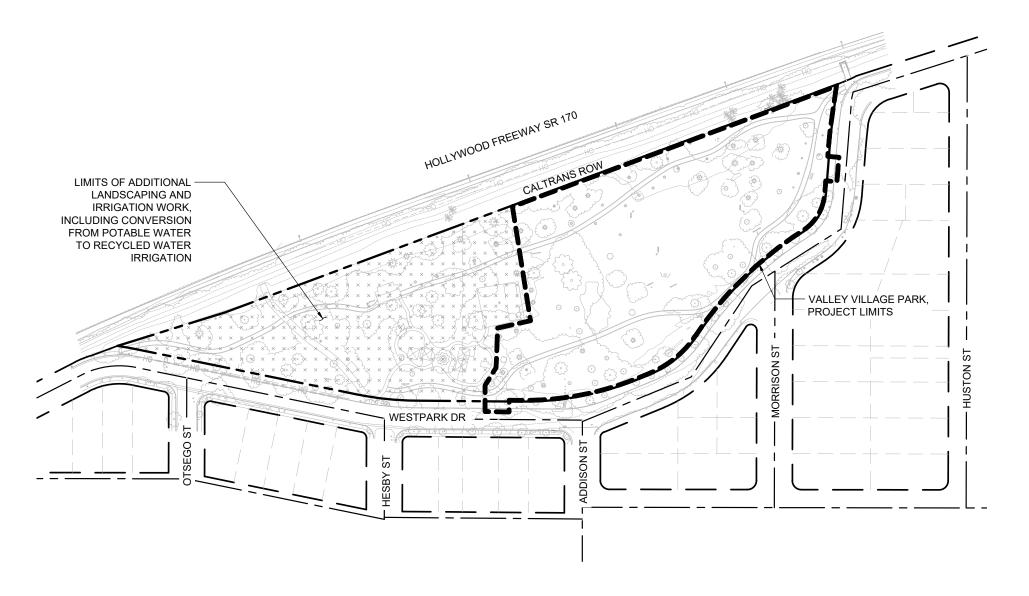


**PUMP STATION PLANS** 

## **VALLEY PLAZA PARK NORTH**

NOT TO SCALE

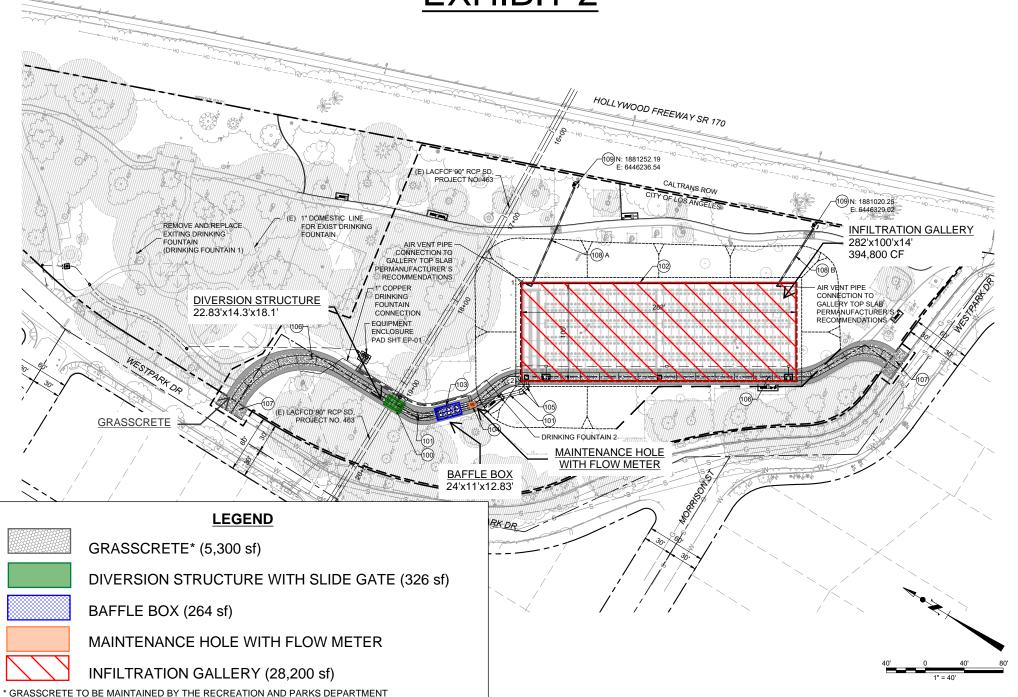
# VALLEY VILLAGE PARK EXHIBIT 1

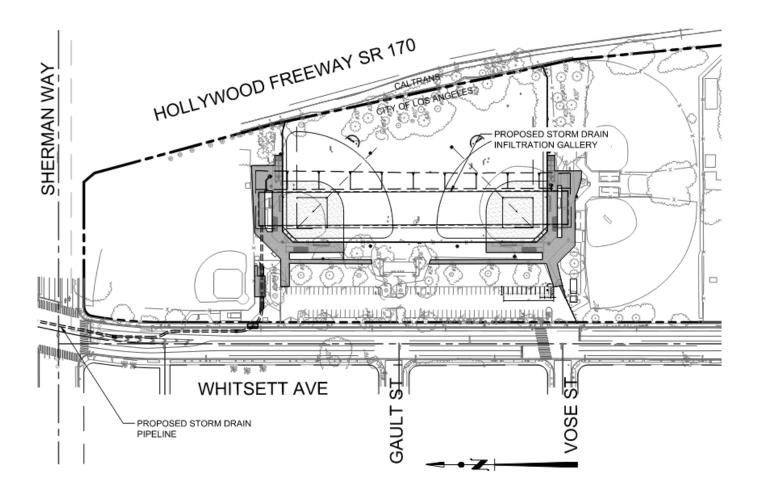






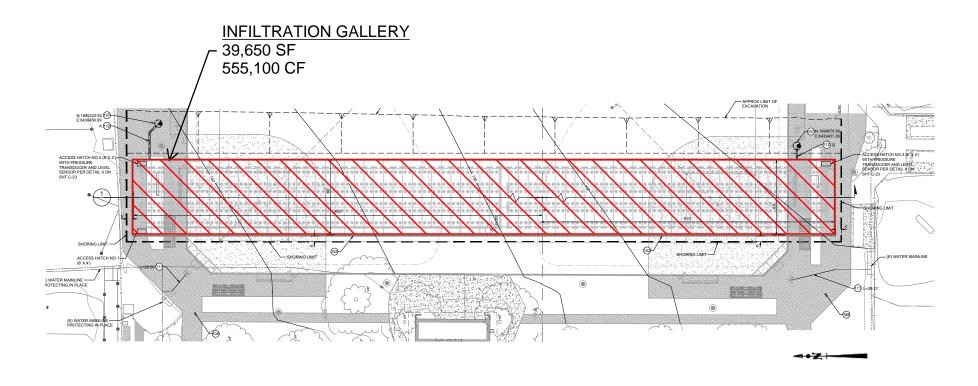
# VALLEY VILLAGE PARK EXHIBIT 2





SITE PLAN NOT TO SCALE

## WHITSETT FIELDS PARK NORTH

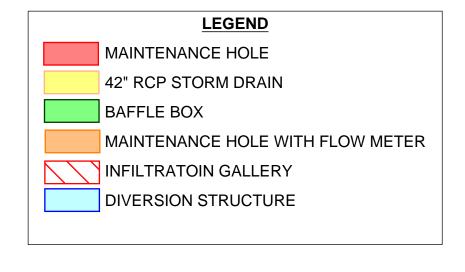


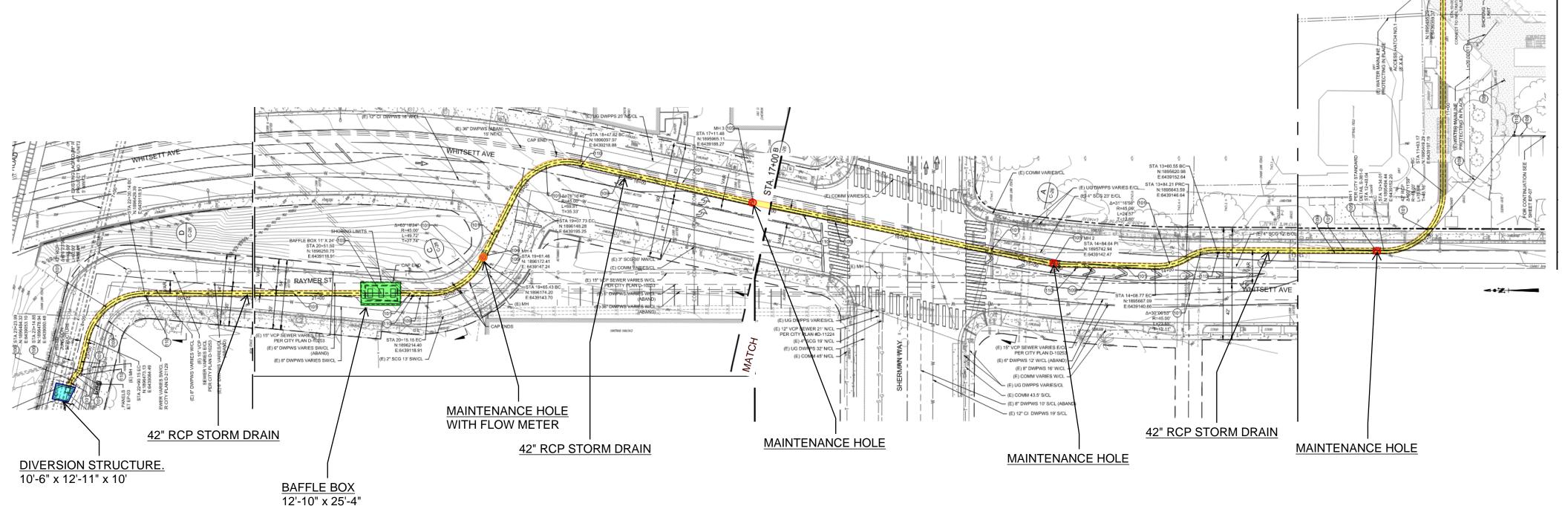
**INFILTRATION GALLERY PLANS** 

## WHITSETT FIELDS PARK NORTH

NOT TO SCALE

**INFILTRATION GALLERY** 





STORMWATER CONVEYANCE PLAN- WHITSETT AVE & RAYMER ST

## WHITSETT FIELDS PARK NORTH NOT TO SCALE

## **ATTACHMENT 5**

RAP's Right of Entry Template Form

Los Angeles Department of Water and Power Name Title 221 North Figueroa Street, Suite 1620 Los Angeles, CA 90012

PARK - 12345	SIREEI,		, CA ZIP CODE: MEMORANDI	JIVI
OF UNDERSTANDING OF RIC	HT-OF-ENTRY (N	IOU-ROE)	AUTHORIZING LOS ANGELI	ES
DEPARTMENT OF WATER AND	) POWER (LADWI	P) TO	MOU-ROE N	IO.
Dear <mark>Name</mark>				
The City of Los Angeles, Departme	ent of Recreation and	d Parks (here	inafter referred to as <b>RAP</b> ) here	;by
issues revocable MOU-ROE No.	, to LADWP	and its cont	ractors (hereinafter referred to	as
PERMITTEE) for temporary access	s to Park	This MOU-F	ROE is granted between RAP a	ınd
PERMITTEE. Said MOU-ROE w	ill not become effe	ctive until pr	oof of insurance is provided a	ınd
MOU-ROE is properly executed an	d returned to <b>RAP</b> a	s noted.	·	

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

#### 1. <u>MEMORANDUM OF UNDERSTANDING OF RIGHT-OF-ENTRY AREA DEFINED</u>

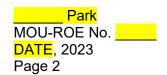
The area covered under this MOU-ROE is **RAP** property known as \_\_\_\_\_\_ Park. The property is located at \_\_\_\_\_ Street, \_\_\_\_ CA ZIP. Please see attached maps for reference of permitted areas.

#### 2. PERMISSION GRANTED

Permission is granted to the **PERMITTEE** and/or its contractor(s) to enter the permit area (see attached maps) to conduct at the permit area the following scope of work and other project related work as approved by **RAP** staff: [DESCRIBE SCOPE]

#### 3. TERM

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



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

#### 4. HOURS OF OPERATION

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

#### 5. DEPARTMENT AUTHORITY

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

NAME Pr. Grounds Maintenance Supervisor II, or his designee is the RAP ### Region Maintenance representative for the permitted activities at the subject property.

NAME may be reached at: PHONE, email: \_\_\_\_\_. PERMITTEE shall coordinate all work with Mr. Calloway or his designee upon receipt of this MOU-ROE.

NAME Pr. Recreation Supervisor I, or his designee is the RAP ### Region Recreation representative for the permitted activities at the subject property.

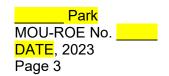
NAME may be reached at: PHONE, email: \_\_\_\_\_. PERMITTEE shall coordinate all work with NAME or his designee upon receipt of this MOU-ROE.

#### 6. RIGHT OF INSPECTION

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

#### 7. <u>MAINTENANCE OF PROPER</u>TY

- A. **PERMITTEE** will be responsible for any damages or repairs caused during the permitted period.
- B. Upon completion of the work, it is understood that the **PERMITTEE** agrees to notify **RAP** of such work. Notification shall be made to the **RAP** representative designated in Condition No. 5.
- C. The **PERMITTEE** shall maintain the permitted premises in an orderly condition during the work period or term of agreement, including the protection of those existing facilities at the park that will not be impacted by this project.
- D. Work will not be permitted until **RAP** staff is present at the indicated hours of operation.
- E. Contractor shall take all necessary steps to ensure safety and abide by any/all Federal, State and/or Local regulations governing the use and operation of equipment, in the



performance of approved work and ensure the protection and warning of any park user that could be in the area.

#### 8. <u>MEMORANDUM OF UNDERSTANDING OF RIGHT-OF-ENTRY NOTIF</u>ICATIONS

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

Attention: Rick Tonthat, Sr. Management Analyst II
City of Los Angeles, Department of Recreation and Parks
Planning Maintenance & Construction Branch
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

Telephone: (213) 202-2608 Fax: (213) 202-2612

Or via email to: rick.tonthat@lacity.org

#### 9. RESTORATION AND FINAL INSPECTION

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

#### 10. PERMITTEE CONTACT

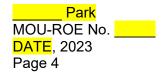
**PERMITTEE** contact will be:

Name: Name of Permittee, Position Phone No.: (###) ###\_#### Cell No.: (###) ###-#### Email:

#### 11. FINANCIAL RESPONSIBILITY AND INSURANCE

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

Except to the extent attributable to the active negligence or willful misconduct of RAP, PERMITTEE undertakes and agrees to promptly pay, reimburse, cover, and/or otherwise be financially responsible to RAP for, any and all costs arising in any manner by reason of, or incidental to, the performance or this MOU-ROE on part of PERMITTEE and/or their contractor or subcontractor of any tier ("Costs"). Such Costs shall include, without limitation, all costs of litigation, claims, losses, demands, expenses, damage or liability of any nature whatsoever



(including for death or injury to any person, including **PERMITTEE'S** employees, contractors and agents), or damage or destruction of any property of either party hereto or of third parties.

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

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

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

#### 13. ACCEPTANCE

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

Sincerely,

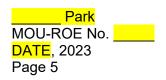
JIMMY KIM General Manager

DARRYL FORD Superintendent Planning, Maintenance, and Construction Branch

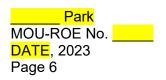
DF/RT/BDM:

Attachment

cc: Darryl Ford, Superintendent, PMC Branch Rick Tonthat, Director, Real Estate and Asset Management Unit Joe Losorelli, Chief Park Ranger (MS 664)



Los Angeles Department of Water and Portage Right-of-Entry No, and all condition	ower, hereby accepts this Memorandum of Understanding of ns therein.
Date	
APPROVED:	DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY MARTIN L. ADAMS General Manager and Chief Engineer
ANDREW LINARD Director of Water Engineering & Technical Services	By ADRIANA RUBALCAVA Director of Real Estate



COMMENCEMENT DATE and DEPARTMENT I OF-ENTRY validation:	MEMORANDUM OF	UNDERSTANDING	OF RIGHT
	_		
Commencement Date			
Signature	Da	te	
Printed Name	Titl	е	

## **ATTACHMENT 6**

LADWP's Supplier/Contractor Data Form

I	D
ı	W
ı	P

#### **SUPPLIER/CONTRACTOR DATA**

	DWP USE ONLY	
/C#		

Please type or print	SEE REVERS	SE SIDE FOR II	NSTRUCTION	IS				
(Exactly as it appears on you invoice)	,	a copy of your invo	ice)				1) BTRC/TRC	NO.
FIRM NAME (Full, legal or Corporate)							2) FED. TAX	I.D. NO.
CHECK ONE:							3) STANDAR	D INDUSTRIAL CODE NO.
Division of: Subsidiary of:							4) CONTRAC	TOR LIC. # Expires:
	PORATION _	PARTNERSH	IP SOLE	PROPRIETOI	R OTH	ER (please s	necify)	2.44.100.
00) BOOMEOO 111 E00K	NUMBER	_I ARTIVEROIT	STREET	TROFFILTO	<u> </u>	_rt (picase si		EPHONE NUMBER
6) BID/MAILING ADDRESS INFORMATION	CITY			STATE	ZIP			FAX NUMBER
	LOCAL CONTA	ACT NAME					CO	ONTACT NUMBER
	E-MAIL ADDRE	ESS/WEBSITE AD	DRESS					
7) BUSINESS LOCATION	NUMBER		STREET					
(If No. 6 is a PO Box)	CITY					STATE	ZIP	
8) AGENT OR	C/O FIRM NAM	E				E-MAIL ADD	RESS	
MANUFACTURER INFORMATION	NUMBER		STREET					
	CITY			STATE	ZIP		TEL	LEPHONE NUMBER
	NUMBER		STREET					
9) REMITTANCE ADDRESS								
	CITY					STATE	ZIP	
10) BUSINESS SIZE STATUS:	Small _	Large	Certified Sm	all Local Bus	siness (SLE	3)Non-	-Profit	
11a) MINORITY-OWNED BUSI			YES	NO				
WOMAN-OWNED BUSIN		i	YES	NO				
11b) IF ANSWER IS YES, PLE INCLUDE OWNERSHIP I		NAME(S): NAME(S):						ship ship
INOCODE OWNEROIM E	AIA.	NAME(S):						ship
		AMERICA		_HISPANIC		PACIFIC AME		_AFRICAN AMERICAN
12) CERTIFIED AS MINORITY	OWNED OR \	WOMAN OWN	IED BY:					
		orized represen n. Failure to do					and Power o	of any changes to the
Signature (Officer, Principal	or Owner)	-		Title			-	Date

Please return Supplier/Contractor Data Form to: DEPARTMENT OF WATER AND POWER FEED-IN TARIFF PROGRAM

111 N. HOPE ST., ROOM L43 LOS ANGELES, CA 90012

#### INSTRUCTIONS FOR COMPLETING THE SUPPLIER/CONTRACTOR DATA FORM

- 1) TRC NO. Enter your (Business) Tax Registration Certificate Number. Firm's current Tax Registration Certificate Number or Business Tax Exemption Number must be shown on all invoices submitted for payment. Failure to do so may delay payment. For additional information regarding the applicability of the City Business Tax Registration, vendor shall contact the City Clerk's Office at (213) 978-1521.
- 2) FEDERAL TAX ID NUMBER For purposes of 1099 Reporting, the name and Tax ID may result in delay of payment and may subject you to 31% backup withholding to comply with Sec. 3406 of the Internal Revenue Code.
- 3) STANDARD INDUSTRIAL CODE Enter SIC number.
- 4) CONTRACTOR LICENSE NUMBER AND EXPIRATION DATE Enter license number and date contractor license expires.
- **5a) FIRM NAME** Enter complete legal name(s) of owner(s) or corporate name entered on the Corporate Charter. **Division of Subsidiary of** Check if you are a division or subsidiary and give the firm's affiliation name.
- **5b) BUSINESS TYPE** Check one; if "OTHER" is checked, please specify what type of business organization (e.g. Joint Venture, LLC, etc.)
- 6) BID/MAILING ADDRESS Enter where you want bids and correspondence mailed.
- 7) BUSINESS LOCATION Enter your business street address, if mailing address is a P.O. Box address.
- 8) C/O FIRM NAME If bids are to be mailed in "c/o (care of)" agent or manufacturer's representative, enter appropriate name and address.
- 9) **REMITTANCE ADDRESS** Enter where you want payments mailed to, if different than bid/mailing address.
- 10) BUSINESS SIZE STATUS Indicate size of business based on the following guidelines:
  - **SMALL** Less than \$3 million aggregate receipts for the previous fiscal year.
  - **LARGE** More than \$3 million in aggregate receipts for the previous fiscal year.
  - CERTIFIED SMALL LOCAL BUSINESS (SLB) Only businesses certified as a SLB should check this box.
  - **NON-PROFIT** Your business is listed as a non-profit organization.
- **11a) MINORITY OR WOMAN-OWNED BUSINESS** Must be at least 51% owned by minority or minorities (MBE), or a woman or women (WBE), who exercise the power to make policy decisions and who are actively involved in the day-to-day management of business.
- 11b) OWNERSHIP DATA Enter name(s) and percentage(s) of ownership.
- **12) CERTIFIED AS MINORITY-OWNED OR WOMAN-OWNED** Enter the agency that certified your business. Mail or transmit a copy of your certification.
- 13) DECLARATION Please sign and date.



## Stormwater Capture Parks Program





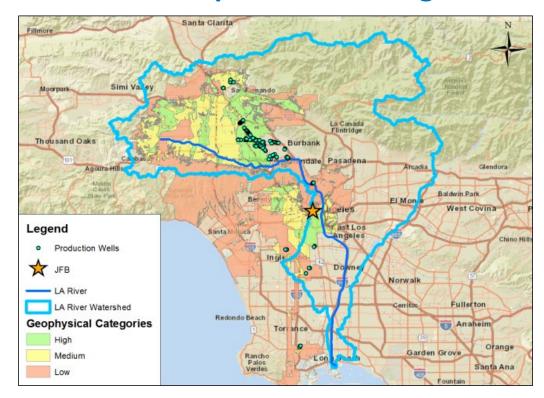


## Parks Program Overview

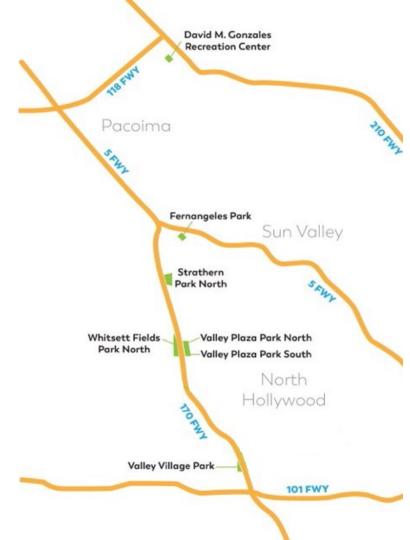




## **Stormwater Capture Parks Program**







## **WQ &WS Goals**

- Improve local water quality
- Increase local water supply
- Source 70% of LA's water locally
- Capture 150,000 AFY of stormwater by 2035

## **Community Benefits**

- Deliver environmental justice & social equity
- Park improvements
- **Enhance Recreation**
- Mitigate localized flooding
- Job creation





## **Stormwater Capture at the Park**





**Broadway Neighborhood Greenway** 

Los Angeles, CA



Los Angeles, CA





## **David M. Gonzales Recreation Center**

Approximate Area: 759 Acres Approximate Yield: 448 AFY

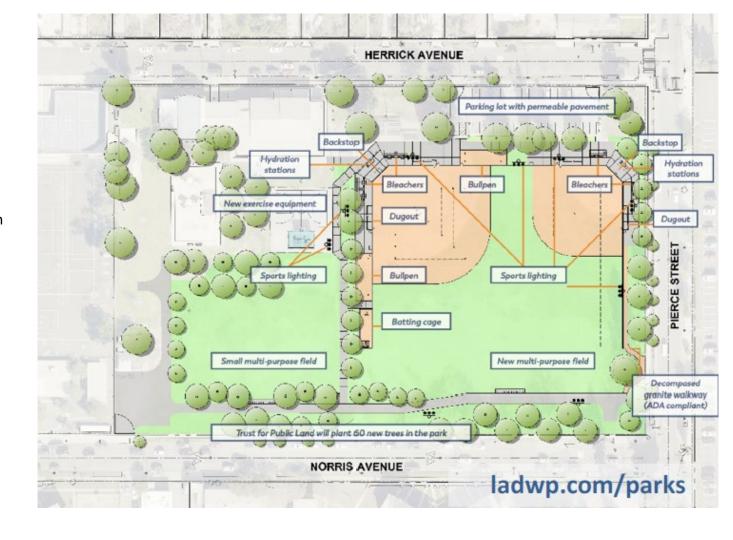




## David M. Gonzales Park

- Two new baseball fields with backstops, dugouts with shades, player benches, one batting cages, two bullpens, Musco Sports lighting, and bleachers
- New multi-purpose field/Open space
- ADA accessible
- New exercise equipment
- New hydration stations
- Permeable pavement parking lot
- Landscaping
- Replace irrigation system
- Trees and walking paths (TPL SOW)





## **Fernangeles Park**

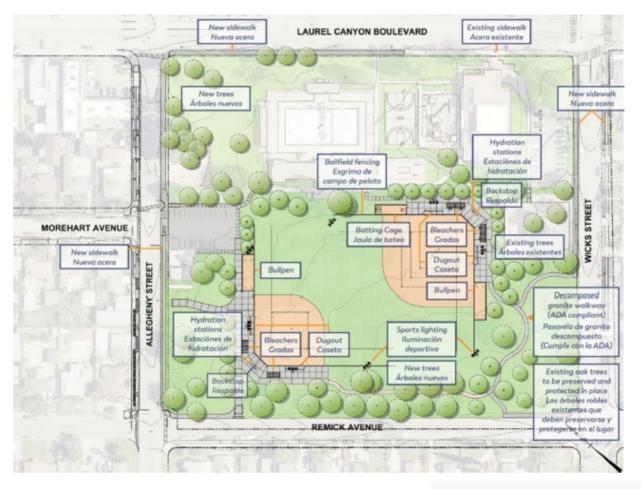
Approximate Area: 317 Acres Approximate Yield: 202 AFY





#### Fernangeles Park

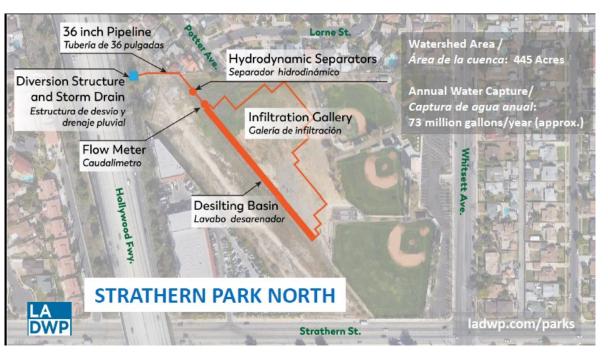
- Two new baseball fields with backstops, dugouts with shade, player benches, one batting cage, two bullpens, Musco Sports lighting, and bleachers
- ADA accessible
- Walkways around entire park
- New or updated landscaping
- Hydration Stations
- Refurbished and new fencing
- Replace irrigation system
- Preserve Oak trees





### **Strathern Park North**

Approximate Area: 445 Acres Approximate Yield: 225 AFY





#### Strathern Park North

- Two new baseball fields with backstops, dugouts with shade, player benches, two batting cages, four bullpens, Musco sports lighting, bleachers, and outfield fencing
- ADA accessible
- Hydration stations
- Additional parking
- Fencing
- Irrigation system
- New trees





## **Whitsett Fields Park North**

**Approximate Area: 303 Acres** 

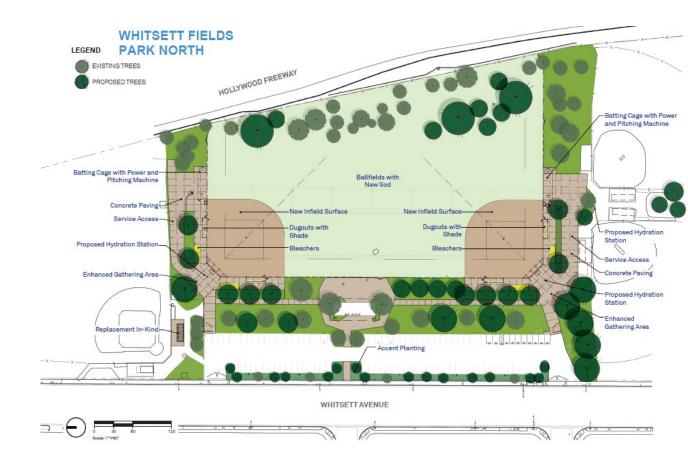
**Approximate Yield: 185 AFY** 





## Whitsett Fields Park North

- Two new baseball fields with backstops, dugouts with shade, player benches, two batting cages, and bleachers, new sod ballfields, new infield surface
- ADA accessible
- New or updated landscaping
- Hydration Stations
- Replace irrigation system
- New trees

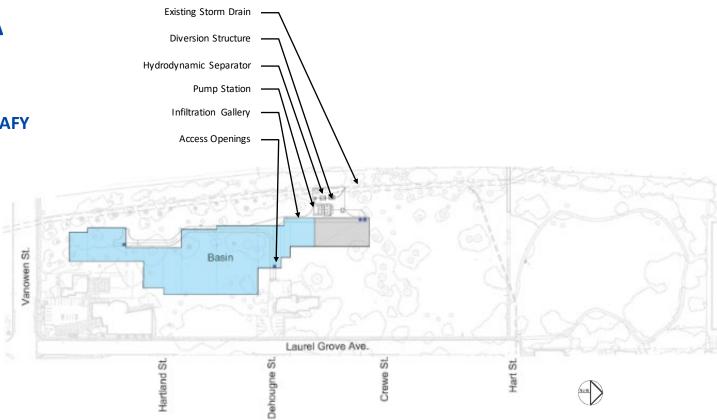




# VALLEY PLAZA PARK NORTH

Watershed Area: 921 Acres

**Annual Water Capture: 398 AFY** 





### **VALLEY PLAZA PARK NORTH**





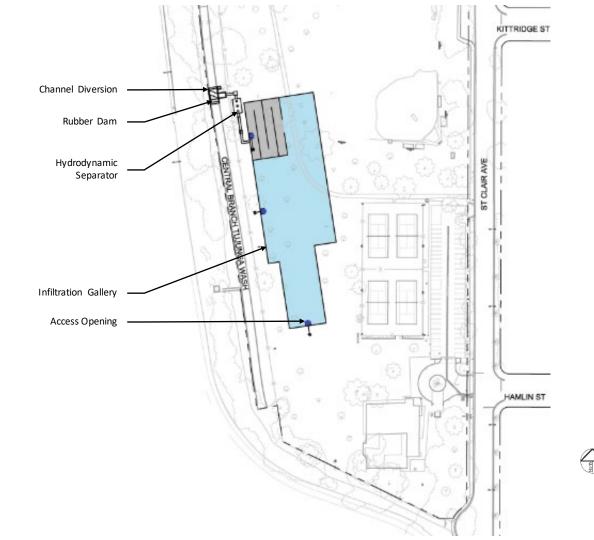
- New fitness equipment
- Hydration stations

- Improved walking paths
- Educational signage

# VALLEY PLAZA PARK SOUTH

Watershed Area: 212 Acres

**Annual Water Capture: 158 AFY** 





## VALLEY PLAZA **PARK SOUTH** Equipment Room New Parking Lot With Permeable New Trees -Concrete Maintenance Access Road ST. CLAIR AVENUE HOLLYWOOD FREEWAY New Grass and Existing Trees Existing Trees



- Resurfaced and restriped parking lot with permeable pavement
- Replace irrigation system

- Hydration station
- Educational signage
- New trees and landscaping

## **Valley Village Park**

Approximate Area: 453 Acres Approximate Yield: 136 AFY





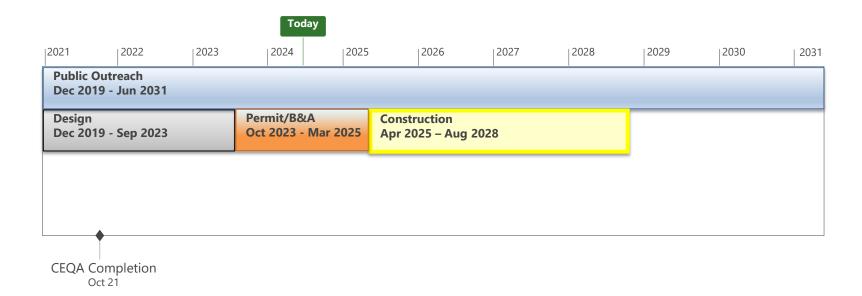
### **Valley Village Park**

- Hydration stations
- Improved walking paths
- Trees
- Benches and Seating Areas
- Habitat Planting Area
- Replacement Turf
- Upgraded Irrigation System





## **Program Schedule**





## **Questions?**

LADWP Project Manager, **Peter Tonthat**, **PE**<a href="mailto:Peter.Tonthat@ladwp.com">Peter.Tonthat@ladwp.com</a> (213) 367-1166</a>

BOE Project Manager, **Eduardo Hernandez**, **PE**<a href="mailto:Eduardo.Hernandez@lacity.org">Eduardo.Hernandez@lacity.org</a> (213) 485-4496</a>

ladwp.com/Parks

