

Attachment 1. Preliminary master agreement between LASAN, RAP, and BOE.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the Department of Public Works, Los Angeles Bureau of Sanitation, hereafter referred to as “LASAN”, Los Angeles Recreation and Parks, hereafter referred to as “RAP”, and Los Angeles Bureau of Engineering, hereafter referred to as “BOE”, collectively referred to herein as the “Parties” or individually as “Party,” with respect to the following:

RECITALS

WHEREAS, the City has adopted the policy of implementing green multi-benefit projects throughout the City as part of its expanding green infrastructure by approving many plans that promote the green policy like One Water 2040 Plan, Enhanced Watershed Management Program (EWMPs), Stormwater Capture Master plan, etc.; and

WHEREAS, through Proposition O, grants, and limited funding from the Stormwater Pollution Abatement Fund, many green multi-purpose projects have been constructed in the public right way or properties acquired through purchase of land like South LA Wetlands, Albion, Rory M. Shaw Wetlands, Ed P. Reyes Greenway, etc.; and

WHEREAS, more than forty (40) green projects have been constructed throughout the City (Attachment 1); and

WHEREAS, there are a number of green projects that have already been constructed on the RAP properties, it is essential to develop a master MOU between LASAN and RAP that will identify operation and maintenance (O&M) roles and responsibilities for each Party on each site to guarantee the projects long term sustainability; and

WHEREAS, after green project construction completion, projects have to be optimized to perform effectively in removing pollutants load from the stormwater runoff; and

WHEREAS, optimization period allow for the plants life to be established and mature and there will be an O&M standard operation procedure manual developed for each project; and

WHEREAS, these green projects are fulfillment of the City’s compliance obligations with the Stormwater MS4 permit requirements under the Clean Water Act; and

WHEREAS, non-compliance with Clean Water Act will expose the City to fines, penalties, and third party lawsuits; and

WHEREAS, it is the intend of this master MOU to add future projects to this master O&M MOU and request the two departments general manager to sign on the newly green constructed projects

WHEREAS, CF 17-1076 instructs LASAN and RAP to develop long term effective operation and maintenance agreements to manage green infrastructure assets with clear delineation of project site custody and project's elements line of O&M responsibility; and

NOW, THEREFORE, in consideration of the mutual benefits and promises made herein, the Parties do hereby agree as follows:

ARTICLE 1 – RECITALS

The recitals set forth above are fully incorporated as part of this MOU.

ARTICLE 2 – PROJECT DESCRIPTION

Echo Park Lake:

Garvanza Park:

Westside Park:

Westchester Dog Park:

Penmar Park:

Tomesca Park:

Machado Lake Park:

Peck Park:

ARTICLE 3

SECTION I – LASAN AGREES:

- A. To be responsible for the construction of the Green projects within the RAP facilities
- B. The following Green projects have been constructed within the RAP facilities

Echo Park Lake

Garvanza Park

Westside Park

Westchester Dog Park

Penmar Park

Tamescal Park

Machado Lake Park

Peck Park

Westminster Dog Park

- C. To construct other future Green projects within the RAP facilities with the consent from RAP at no cost to RAP.
- D. To be responsible for the operation and maintenance of the water quality project components as outlined in the operation and maintenance responsibilities exhibit for each Green projects.
- E. To be responsible for the operation and maintenance costs for the project components as outlined in the operation and maintenance responsibilities exhibit for each Green projects.
- F. To provide RAP with easements on LASAN-owned projects for RAP to perform their operation and maintenance responsibilities as outlined in the operations and maintenance exhibit for each Green project.

SECTION II – RAP AGREES:

- A. To allow LASAN to construct Green projects within the RAP facilities.
- B. The following Green projects have been constructed within the RAP facilities with RAP approval.

Echo Park Lake

Garvanza Park

Westside Park

Westchester Dog Park

Penmar Park

Tamescal Park

Machado Lake Park

Peck Park

Westminster Dog Park

- C. To allow LASAN to construct future Green projects within the RAP facilities with the consent from RAP at no cost to RAP.
- D. To be responsible for the operation and maintenance of the RAP facilities as before the construction of the Green project as outlined in the operation and maintenance responsibilities exhibit for each Green projects.
- E. To be responsible for the operation and maintenance costs for the project components as outlined in the operation and maintenance responsibilities exhibit for each Green projects.
- F. To provide LASAN with easements on RAP-owned projects for LASAN to perform their operation and maintenance activities as outlined in the operations and maintenance exhibit for each Green project.

ARTICLE 4 – TERMS OF MOU

- A. **Effective Date.** The effective date (“Effective Date”) of this MOU shall be the date of the last Party’s signature. This MOU shall be binding for a period of thirty (30) years, upon its expiration can mutually be extended for another 50 years.
- B. **Terms of Termination.** This MOU shall continue in effect for thirty (30) years following its execution, unless earlier termination is agreed upon in writing by both Parties.
- C. This MOU may be amended or modified only by mutual written consent of both RAP and LASAN.
- D. Any correspondence, communication or contact concerning this MOU shall be directed to the following:

BOS: Enrique C. Zaldivar, P.E., General Manager and Director
Los Angeles Bureau of Sanitation
1149 South Broadway, 9th Floor
Los Angeles, CA 90015

RAP: Michael Shull, General Manager
Recreation and Parks
200 N. Main Street
Los Angeles, CA 90015

- E. Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- F. Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
- G. Cooperation, Further Acts. The Parties shall fully cooperate with one another to attain the purposes of this MOU.
- H. Amendments. The terms and provisions of this MOU may not be amended, modified or waived, except by written consent of both Parties.
- I. Execution of Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.
- J. Indemnification. To the fullest extent permitted by law, the Parties agree to indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction, incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to the fault of the other.
- K. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this MOU shall not be affected and this MOU shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOU.
- L. Governing Law. This MOU is governed by, interpreted under, construed and enforced in accordance with the laws of the State of California.
- M. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- N. No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

- O. Withdrawal from MOU. A Party may withdraw from this MOU upon 60 days written notice to all Parties. All Parties understand, acknowledge, and agree that withdrawal from the MOU shall terminate any responsibility, liability or obligation resulting from this MOU commencing from the date of withdrawal. A Party who withdraws from the MOU shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU. The following procedure will be implemented when one Party requests to withdraw from this MOU: 1) The Party withdrawing will notify the other that they will be withdrawing and are no longer participating member in this MOU; and 2) Each Party will be responsible for maintaining their respective right-of-way as deemed necessary.

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Echo Park List of Equipment and Facilities for Operation and Maintenance

	Description	Comments:	Maintenance Agency	System
Mechanical equipment		<i>Serial number :</i>	(preliminary)	
Submersible non-clog Pumps <i>Dry Diversion</i>	(2) Goulds Pumps, Model: 3SD52J4AA	60Hz/1750RPM, 5HP, 3 Phase 460V, Max Capacity: 470GPM, Design Point: 195 GPM	BOS	Wet weather dry diversion
Vertical Turbine / Fountain Pumps P-100	(1) Fairbanks Morse, Model: 14D 7100 AW	Stages:4, GPM:1900, TDH:147, 1200 RPM, 460V, 60 HZ	RAP	Lake Pump Station Wetwell
Vertical Turbine/ Recirculation Pump P-200	(1) Fairbanks Morse, Model: 12E 7100 AW	Stages: 1, GPM:600, TDH:20, 1200 RPM, 460V, 60Hz	BOS	Lake Pump Station (recirc)
Sluice gates	Mechanical Associates	(1) 18x18 UHO-10 SS-J-FB-Y-NRS-X (1) 48x48 UHO-10 SS-J-FB-Y-NRS-X (1) 120x52 UHO-10 SS-J-FB-Y-NRS-DO-X	BOS	Lake Outlet Structure
Flow meter	Neptune Technology Group	1 1/2"	BOS	Recirculation Pump
Check valves (Dry Diversion)	3"	Type of 2	BOS	Dry Diversion Structure
Gate valves (Dry Diversion)	3"	Type of 2	BOS	
Eccentric plug valve	(1)Milliken, Model: 125, 18"	Flanged AWWA Plug Valve with worm gear for buried service, cast	BOS	Dry Weather Diversion Pump Station
Air Valve	(1) APCA Combination Air Valve, Model: Series 1800, 1", 143C	DWG # SP101. Located on the 4" PVC line	BOS	Dry Weather Diversion Pump Station
Flap Gate Valve	Hydro Gate, Model: 50C Round Opening, 30"-36"	Pivot Radius: 38.5" and 45.5"	BOS	Inside 30" RCP Drawing: CS701
Gate Valves	Mueller, Model: A-2360 Resilient Wedge Gate Valves	4",6",8",10",12" Type: 304, Type 316	BOS/ RAP	8" Recirculation/8" Force Main/12" Fountain
Compressors	(4) Gast 74R Series Rocking Piston Oil-Less Pumps		BOS	Aeration
Flow Meters	(8) Flo-Rite Series FR Flowmeters		BOS	Aeration
Electrical Equipment				
Main Switch Board	Cutler-Hammer, Model: POW-R-LINE 4a	3 Phase, 4W, 600AMP	BOS/ RAP	Maintenance Yard Dry Weather Pump Station
Panel B Switch Board	Cutler-Hammer, Model: POW-R-LINE 1a	3 Phase, 4W, 225AMP Bussing, 24 circuit MLO	BOS/ RAP	
Panel A Switch Board	Cutler-Hammer, Model: POW-R-LINE 2a	3 Phase, 4W, 225AMP Bussing	BOS/ RAP	
Panel C Switch Board	Cutler-Hammer, Model: POW-R-LINE 2a	3 Phase, 4W, 225AMP Bussing	BOS/ RAP	
Instrumentation Equipment				
Ultrasonic Level Transducers (LE-51)	SIEMENS, Model: 7ML1118-0EA30, XPS-15, 44kHz	Cable Length:100' DWG #IP103	BOS	Dry Weather Pump Station

Echo Park List of Equipment and Facilities for Operation and Maintenance

	Description	Comments:	Maintenance Agency	System
Ultrasonic Level Transmitter (LIT-51)	SIEMENS, Model: 7ML5034-3AA01	DWG #IP103	BOS	Dry Weather Pump Station
Ultrasonic Level Transmitter (LIT-300)	SIEMENS, Hydorranger 200 Model: 7ML5034-1AA01	DWG #IP101	BOS/	Wetwell Pump Station (Fountain/Recirculation)
Ultrasonic level Transducer (LE-300)	SIEMENS, Model: 7ML1118-0EA30, XPS-15, 44kHz	DWG #IP101	BOS/	Wetwell Pump Station (Fountain/Recirculation)
Radio Linked AC Relay Controller	Aqua Con TROLL Model AC-S8		BOS	Aeration
Transmitter Buoy	In-Situ Aquaculture Buoy		BOS	Aeration
Float Switches	MJK, Model:7030	250VAC/16A, Order # 202810, 39' cable, Max Load: 16A@200VAC	BOS	Dry Weather Diversion
Lake/Park Facilities				
Stop Logs @ DSOD BERM	Plasti-Fab	2'-3 1/2" X 1'- 0" X 2 1/2" THK Stop Log	BOS/	
Hydrodynamic Separators	(2) Hydro International, Model: The Downstream Defender	6', support frame is stainless type 304 (or 304L if welded)	BOS	Low Flow
Diffusers and Tubing	(16) dual disc pair diffusers, 20,000 ft of negative buoyancy flexible PVC tubing (0.5" inside diameter)		BOS	Aeration
Irrigation Controller	Base.Line, Model: The BaseStation 3200 T-P BL-CMDR (The Receiver Unit)		RAP	Irrigation
Irrigation Controller Valves	(14) American AVK Resilient Seated Ductile Iron Valve, 1-1/2"	Located off of the 8" PVC line. DWG # CR501	RAP	Irrigation
Water Quality Monitoring System	Various		BOS	Water Quality Monitoring
Wetland Plants/Protective Netting	Various	In the lake	BOS	Landscaping
Lotus Plants/Protective Netting	Sacred Lotus	In the lake	RAP	Landscaping
Trees/Landscaping/Site Furnishings (signs, benches, trash receptacles, drinking fountains, etc.)	Various	Outside the lake	RAP	Irrigation/Landscaping

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