COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"
Russ Guiney, Director
John Wicker, Chief Deputy Director
Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

September 16, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 September 16, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF A LICENSE TO THE BOEING COMPANY FOR SITE REMEDIATION AT LAKEWOOD GOLF COURSE (SUPERVISORIAL DISTRICT 4) (3 VOTES)

SUBJECT

The purpose of the recommended action is to approve a new five-year License Agreement for The Boeing Company to continue site remediation and monitoring work mandated by the California Regional Water Quality Control Board, Los Angeles Region, at Lakewood Golf Course. The proposed License Agreement will replace the existing License issued by the Director of the Department of Parks and Recreation upon its expiration on November 18, 2014.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the new five-year License Agreement with The Boeing Company is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the License Agreement.

2. Find that the new License Agreement between the County of Los Angeles and The Boeing Company is needed for The Boeing Company to continue its ongoing monitoring and remediation activities at the Lakewood Golf Course as mandated by the California Regional Water Quality Control Board, Los Angeles Region.

3. Approve and instruct the Chairman to sign the License Agreement with The Boeing Company.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions allow The Boeing Company (Boeing) to continue site remediation and

monitoring activities at Lakewood Golf Course (Golf Course) under the direction of the Regional Water Quality Control Board, Los Angeles Region (RWQCB-LA), per the December 20, 2000, Revised Cleanup and Abatement Order (CAO) 95-048 issued to Boeing by the RWQCB-LA, under a new License Agreement (Agreement) between the County of Los Angeles (County) and Boeing.

Pursuant to Los Angeles County Code Section 2.26.140 B (3), the Director of the Department of Parks and Recreation (Director) granted Boeing a License to access the Golf Course on November 18, 2004, Amendment No. 1 on February 24, 2005, Amendment No. 2 on May 24, 2007, Amendment No. 3 on February 20, 2008, and Amendment No. 4 on September 28, 2009 (as amended), to clean up soil and groundwater impacts and perform monitoring activities mandated by the RWQCB-LA in a portion of the Golf Course's maintenance yard area and holes numbers 6 and 7. The existing License will expire on November 18, 2014, and its term cannot be extended nor can a new Director's License be issued under the authority delegated to the Director by the Los Angeles County Code.

The Department of Parks and Recreation (Department) anticipates that it will take an additional five years for Boeing to complete all remediation and monitoring activities, and for the RWQCB-LA to grant closure of all remediation work required at the Golf Course. The Agreement between the County and Boeing is needed for Boeing to complete its mandated scope of work, which includes:

- Soil vapor probe monitoring
- Soil vapor probe replacement
- Soil vapor extraction (SVE) remediation system operation and maintenance
- Groundwater monitoring
- System Decommissioning

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3) by ensuring quality recreational infrastructure, thereby enriching the lives of County residents, and ensuring the public safety and security of the people of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund because Boeing's scope of work will be implemented at its sole cost and expense, and Boeing will be required to perform all of its activities from dusk to dawn to ensure that the Golf Course will remain open and fully operational.

The County will receive monetary consideration paid for the Agreement from Boeing in the amounts of:

- Initial fee of $5,000 due upon execution of License
- Annual fee of $2,000 upon anniversary date of License

The Annual Fee shall not be prorated in the event the project is completed prior to the next anniversary date of the Agreement, and will be deposited into the Lakewood Golf Course Capital Improvement Trust Fund account (S2V).

OPERATING BUDGET IMPACT

Based on the recommended actions, the Department does not anticipate any one-time or additional ongoing costs. All work as described in the Agreement is performed at the sole cost and expense of Boeing (or Licensee).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Boeing has been performing site remediation and monitoring activities at the Golf Course since November 18, 2004, pursuant to a Director's License, as amended, which will expire on November 18, 2014. On May 16, 2007, American Golf Corporation entered into an Environmental Access License with Boeing Realty Corporation. Site assessment and remediation are being conducted under the direction of the RWQCB-LA, and in response to the December 20, 2000, Revised Cleanup and Abatement Order (CAO) 95-048 issued to Boeing by the RWQCB-LA to clean up soil and groundwater impacts in a portion of the Golf Course's maintenance yard area and holes numbers 6 and 7. Work on the Golf Course is being conducted in accordance with the remediation plan approved by the RWQCB-LA in a letter to Boeing dated November 13, 2006. The Department anticipates that it will take an additional five years for Boeing to complete all remediation and monitoring activities and for the RWQCB-LA to grant closure, which also includes insuring Boeing has properly decommissioned the system (soil vapor probes, soil vapor extraction system piping, and groundwater monitor wells).

The Agreement has been reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the new five-year Agreement with Boeing is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures, and Guidelines, Appendix G, because the proposed action consists of licensing of an existing facility involving negligible or no expansion of an existing use.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects; the Golf Course will remain open and fully operational because Boeing is required to perform all of its activities from dusk to dawn.

CONCLUSION

It is requested that three original copies of the License Agreement and one adopted copy of this Board Letter be forwarded to the Department of Parks and Recreation.

Should you have any questions, please contact Natasha Robinson at (213) 351-1980 or nrobinson@parks.lacounty.gov, Kathline King at (213) 351-5098 or kking@parks.lacounty.gov, Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,

RUSS GUINEY

Director

RG:NEG:KK
JB:NR:ner

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

LICENSE TO BOEING COMPANY FOR SITE REMEDIATION AT LAKEWOOD GOLF COURSE

3101 East Carson Street, Lakewood California, 90712

THIS LICENSE AGREEMENT ("License") is made and entered into this 16 day of September, 2014 by and between the County of Los Angeles ("County"), a body corporate and politic, and The Boeing Company (Boeing), a Delaware corporation.

RECITALS

A. County is owner of Lakewood Golf Course ("the Golf Course") located at 3101 East Carson Street, Lakewood California, the northeaster portion of which is adjacent to Boeing Realty Corporation's (BRC's) former "C-1" Facility.

B. On December 20, 2000 the California Regional Water Quality Control Board, Los Angeles Region (RWQCB-LA) issued BRC a Revised Cleanup and Abatement Order (CAO 95-048) requiring BRC to clean up soil and groundwater impacts in a portion of the Golf Course's holes numbers 6 and 7 (Hole No. 6; Hole No. 7) and maintenance yard area;

C. On November 18, 2004 the County, acting through its Director of the Department of Parks and Recreation ("Director") and for the purpose of enabling BRC to obtain test data for a final remediation system, issued a license ("Director's License") allowing BRC to implement a soil vapor extraction ("SVE") program for BRC's work plan approved by RWQCB-LA letter dated April 7, 2004. The Director's License enabled BRC to enter the Golf Course's service maintenance road, install three (3) SVE wells in the rough area between the trees on the south side of Hole No. 6, connect the wells via piping to BRC's temporary treatment system on BRC's property, and to remove the piping when testing was completed.

D. On February 24, 2005, the Director's License was amended (Amendment No. 1) to allow BRC installation of 21 soil vapor sample points adjacent to Hole No. 6 and Hole No. 7 to further assess soil vapor quality for BRC's work plan dated January 6, 2005 (approved by RWQCB-LA letter dated February 2, 2005) and further defined BRC's operational responsibilities with respect to said plan.

E. On May 24, 2007, the Director's License was amended (Amendment No. 2) to permit BRC's installation of three (3) soil vapor extraction wells and associated conveyance pipelines (collectively "the SVE systems") in the Golf Course maintenance yard; and to extract the soil vapor for treatment on BRC's adjacent property for BRC's Building 10 Remediation Plan, Former C-1 Facility, Long Beach California ("Remediation Plan") dated August 25, 2006 (approved by RWQCB-LA letter dated November 13, 2006); and to permit BRC to install a new access gate along the southeast corner of the Golf Course to provide BRC with primary access to the SVE systems. On February 20, 2008 the Director's License

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was amended (Amendment No. 3) to permit BRC additional activities of installing and sampling groundwater monitoring wells for BRC to further comply with CAO 95-048 and the Remediation Plan.

F. On September 28, 2009 the Director's License was amended (Amendment No. 4), to acknowledge BRC's dissolution and replacement by The Boeing Company, a Delaware corporation ("Boeing") as successor to all the rights, duties and obligations under the Director's License.

G. The Director's License expires on November 18, 2014, its term cannot be extended under the Director's authority, and Boeing requires a new license agreement with the County to enable Boeing to complete its remediation and monitoring activities mandated by the RWQCB-LA, which are anticipated to take five (5) additional years.

H. County desires for Boeing to complete its activities on the Golf Course as mandated by the RWQCB-LA and Boeing is willing to enter into this Agreement and comply with the covenants contained herein.

NOW THEREFORE, in consideration of the covenants contained herein, Boeing and County agree as follows:

LICENSE AGREEMENT

1. **Inclusion of Recitals**. The preceding Recitals are incorporated in this Agreement.

2. **Term.** After County, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, the term of this Agreement shall commence on November 18, 2014, coinciding with the expiration of the Director's License, and shall expire on the earlier of (a) November 18, 2019 or (b) completion of all work required by RWQCB-LA whichever is sooner.

3. **Consideration.** Consideration for this License is the following: **a)** Licensee's compliance with all of the terms and conditions of this License, together with Licensee's promise to perform the remediation of golf course soil and groundwater impacts required by the RWQCB-LA; **b)** The County of Los Angeles will receive payments from Boeing in the amounts of:

- Initial fee of $5,000.00 due upon execution of License.
- Annual fee of $2,000.00 upon anniversary date of License.

Fee shall not be prorated in the event the project is completed prior to the next anniversary date of the License Agreement.

These payments will be made to the Lakewood Golf Course Capital Improvement Trust Fund account (S2V). These fees will allow Boeing continued access to Lakewood Golf Course through the term of this agreement and will be used for past and future improvements to the golf course construction areas, including but not limited to irrigation repair, aeration of turf areas, fertilization and additional overall maintenance to said areas.

Payments shall be made to:

- County of Los Angeles, Department of Parks and Recreation
- Attention Lakewood Golf Course Capital Improvement Trust Fund account (S2V)
- 301 North Baldwin Avenue, Arcadia, CA 91007

4. **Delegation**. County's responsibilities under this Agreement are expressly delegated to the Director ("Director") of the County of Los Angeles Department of Parks and Recreation ("the Department") or his authorized representative. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless executed by Boeing and the County.

5. **Exhibits**. The following exhibits are attached and incorporated herein:

   Exhibit A – Premises for Boeing's Scope of Work
   Exhibit B – Boeing's Scope of Work

6. **Premises and Licensed Use.** The Golf Course's northeastern portion is the area licensed to Boeing under this Agreement and illustrated on Exhibit A (hereinafter the "Premises"). Boeing's access to the Premises shall be through either the gate on the southern property fence ("Southern Access Point") in the maintenance yard and/or via the service maintenance Road ("Northern Access Point") off Carson Street in the City of Lakewood, as shown on Exhibit A. Boeing's licensed use of the Premises shall be its scope of work generally described in Exhibit B, as mandated and approved by the California Regional Water Quality Control Board, Los Angeles Region (RWQCB-LA) in its letter to Boeing dated November 13, 2006, for the *"Remediation Plan, Former C-1 Facility, Building 10 Area, Long Beach, California, prepared by Haley & Aldrich, dated August 25, 2006,"* said documents incorporated herein by reference. The major RWQCB-LA scope of work items required on the Premises are:
   - Soil vapor probe monitoring
   - Soil vapor probe replacement
   - Soil vapor extraction (SVE) remediation system operation and maintenance; and
   - Groundwater monitoring
   - System Decommissioning

Boeing shall perform its scope of work at its sole cost and expense and make no demands on County or its Golf Course lessee which would result in financial impact to either County or the Golf Course lessee.

7. **CEQA Compliance**. The proposed approval of the new 5-year License with Boeing is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed action consists of licensing of an existing facility involving negligible or no expansion of an existing use.

8. **Notices**. Notices desired or required to be given by this License or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope, Registered Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Licensee as follows:

   Mr. John R. Scott
   The Boeing Company
   Mail Code: 110-SE17
   2201 Seal Beach Blvd.
   Seal Beach, CA 90740

   or such other place in California as may hereinafter be designated in writing by the Boeing.

   The notices, Certificates of Insurance and/or Self-Insurance and envelopes containing the same to County shall be addressed to:

   County of Los Angeles
   Department of Parks and Recreation
   Attention: Chief of Planning
   510 South Vermont Avenue, Room 201
   Los Angeles, California 90020

9. **Indemnification**. Boeing shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officials, officers, employees, agents, volunteers, and American Golf Corporation, its officers, employees, and agents (the Indemnified Parties) from and against any and all liability, loss (including any interference with the operation of the golf course or any closures thereof), injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from Boeing's acts and/or omissions arising from services performed by or on behalf of Boeing by any person, subcontractor or agent pursuant to this Agreement, except to the extent that such liability, loss, injury or damage, including (but not limited to) demands, claims, fees, costs and expensed (including attorney and expert witness fees) arise

from the acts or omissions of the Indemnified Parties. The terms of this paragraph survive the termination of this Agreement.

10. **General Insurance Requirements**. Without limiting Boeing's indemnification of the Indemnified Parties, Boeing shall provide and maintain during the term of this Agreement the insurance specified in this Agreement. Boeing, either by itself or through and affiliate thereof (the "Self-Insurer"), may elect to satisfy these insurance requirements through the use of commercial insurance, self-insurance, or any combination thereof. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Boeing's own expense.

    a. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered per Section 8 of this Agreement prior to commencing services under this Agreement. Such certificates or other evidence shall:

        i. Specifically identify this Agreement.

        ii. Clearly evidence all insurance required in this Agreement.

        iii. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

        iv. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the Indemnified Parties as additional insured to the extent of the indemnity contained in Section 9.

        v. Show Boeing's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in item (iv), stating "It is further agreed that the insurance afforded by this policy is primary to and insurance or self-insurance programs maintained by the additional insured and the additional insureds insurance and self-insurance programs are excess and non-contributing to the Named Insureds insurance."

    b. Insurer Financial Ratings. Boeing shall use its best efforts to ensure that insurance is provided by an insurance company authorized to do business in California and reasonably acceptable to the County, with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.

    c. Waiver of Subrogation. Boeing agrees to release the Indemnified Parties and waive its rights of recovery against the Indemnified Parties under the insurance policies specified in this Agreement, except to the extent that such

rights derive from the negligence or willful misconduct of the Indemnified Parties.

d. Failure to Maintain Coverage. Failure by Boeing to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Agreement.

e. Notification of Incidents, Claims or Suites: Boeing shall report to County:

   i. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Boeing and/or County. Such report shall be made in writing within 72 hours of occurrence.

   ii. Any third party claim or lawsuit filed against Boeing arising from or related to services performed by Boeing under this Agreement.

   iii. Any injury to a Boeing or subcontractor employee, which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Chief of Planning.

f. Insurance Coverage Requirements for Subcontractors: Boeing shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

   i. Boeing providing evidence of insurance covering the activities of subcontractors, or

   ii. Boeing providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. Insurance Coverage Requirements:

a. General Liability insurance written on ISO policy form CG 00 01 or a similar form, with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury	$1 million
Each Occurrence:	$1 million

b. Automobile Liability insurance written on ISO policy form CA 00 01 or a similar form with a limit of liability of not less than $1 million for each accident. Such

insurance shall include coverage for all "owned" vehicles. In the event that all vehicles are provided and operated by a subcontractor, Boeing shall ensure subcontractor maintains equivalent auto liability coverage.

c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Boeing is responsible. In all cases, this insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

d. Pollution liability: covering liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and including coverage for the costs and expenses associated with voluntary clean-up or with the testing, monitoring or treatment of pollutants in compliance with a governmental mandate or request, with limits not less than $5 million each occurrence and aggregate.

12. Operational Responsibilities: Boeing shall –

a. Comply with and abide by all applicable rules, regulations and reasonable directions of County.

b. Comply with all applicable County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct activities permitted on the Premises.

c. Require its project manager and emergency contact, Mr. John Scott, P.E. (818) 519-9884 [john.r.scott@boeing.com] to contact the County's Golf Director, Mr. Jorge Badel, at (213) 216-3409 [jbadel@parks.lacounty.gov], forty-eight (48) hours prior to Boeing's initial access to Premises, and in case of any emergencies.

d. Coordinate all operations related to Boeing's soil vapor extraction well maintenance/monitoring and/or groundwater monitoring activities program with the following representative of American Golf Corporation ("AGC") [or the current lessee] by notifying the Golf Course Superintendent Armando Peredia (562) 577-5277 [gm@lakewoodgolf.net] forty-eight (48) hours in advance of regularly scheduled and/or periodic soil vapor extraction well and piping maintenance/monitoring or soil vapor and/or groundwater monitoring events.

e. Contact the Golf Course Superintendent and the Golf Course General Manager, Joyce Shelton (562) 421-0550 [gm@lakewoodgolf.net] prior to entering the Golf Course for emergency inspections.

f. Limit its conduct of activities permitted by this Agreement to the period from dusk to dawn and place temporary lighting on the Premises during these work hours. Activities shall be allowed during daylight hours on an as-needed basis with approval of the Golf Course General Manager.

g. Maintain to the satisfaction of the County the Premises and surrounding area in a safe and sound condition, free from danger, injury or threat of harm to the public, and as to prevent the existence of an attractive nuisance.

h. Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of Boeing's equipment, materials, tools, and vehicles owned, hired, leased, or used by Boeing for this Agreement, except to the extent that such damage or destruction and loss result from the negligence or willful misconduct of County.

i. Repair or replace any and all County and American Golf Corporation property lost, damaged, or destroyed as a result of work done pursuant to this Agreement, except to the extent that such loss, damage or destruction results from the negligence or willful misconduct of County or American Golf Corporation. Should Boeing fail to promptly make repairs after notice by County of damage, loss or destruction of property, County may have repairs made and Boeing shall pay all reasonable costs. In the event of damage caused by Boeing's soil vapor extraction activities, or Boeing's employees to any County facility, equipment, and/or improvements including landscaped areas, Boeing shall promptly notify Golf Course personnel.

j. Allow County to enter the Premises at any time to determine compliance with the terms of this Agreement.

k. Provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety fixtures which will forewarn the public of the existence of any hazards related to Boeing's activities, and of any detours necessary to prevent vehicular and/or personal injury or property damage accidents due to Boeing's activities.

l. Bear the sole cost and expense of all work performed pursuant to this Agreement.

m. Keep a responsible representative on the Premises during maintenance and/or monitoring activities.

n. Pay for all costs, fees or charges for the application, installation, maintenance, or use of any utilities or services required in the exercise of permission herein given.

o. Avoid all existing facilities, to wit: irrigation heads and valve boxes, tees, greens, sand traps, etc., which driving on the Golf Course.

13. **Independent Status**: This Agreement is by and between County and Boeing. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Boeing. Boeing understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Boeing pursuant to this Agreement.

14. **Employees**: All references to "Boeing" herein are deemed to include Boeing's employees, agents, subcontractors, and anyone else required under written contract with Boeing to access the Premises.

15. **Limitations**: It is expressly understood that the right to uses said Premises pursuant to this Agreement creates no estate or interest therein, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the terms and conditions of this Agreement.

16. **Assignment**: This Agreement is personal to Boeing, and in the event Boeing attempts to assign or transfer the same in whole or in part all rights hereunder shall immediately terminate.

17. **Authority to Stop**: In the event an authorized representative of the County finds the activities being held on the Premises unnecessarily endanger the health or safety of persons on or near said Premises, the representative may require the immediate suspension of this Agreement until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.

18. **Default**: Boeing agrees that if default shall be made in any other terms and conditions herein contained, County may forthwith revoke and terminate this Agreement.

19. **Alterations and Improvements**: Boeing has examined the Premises and knows the condition thereof. Boeing accepts the present state and condition of the Premises and waives any and all demand upon the County for alteration, repair, or improvement thereof. All betterments to the Premises shall become the County's property upon termination of this License.

20. **County Lobbyist Ordinance**: Boeing is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as defined

in Section 2.160.010 of said code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

21. **Transfer of Title/Golf Course Closure**: In the event title to the Golf Course is transferred by the County to a newly-formed or existing governmental agency, this Agreement shall terminate on the date of said transfer unless that agency agrees to assume this Agreement. County agrees to use its best efforts to obtain said assignment in the event the County transfers title of the Golf Course to a newly-formed or existing governmental agency. In the event the County closes the Golf Course, this Agreement shall terminate upon the effective date of such closure. County shall provide written notice to Boeing immediately upon any consideration by the County of the possibility of transferring or closing the Golf Course. County shall provide Boeing with as much prior written notice of any such transfer or closure of the Golf Course as reasonably possible, but in no case less than two (2) months before the effective date of any such transfer or closure. Boeing shall be permitted to continue operations on the Premises for the remaining portion of the year in which it receives any such notice specifying the effective date of the transfer or closure of the Golf Course.

(Signature Page Follows)

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THE BOEING COMPANY

By: _____
Marc A. Poulin
Sr. Manager, Real Estate Project Management
SSG – Planning and Real Estate
Dated: July 14, 2014

COUNTY OF LOS ANGELES, a body
Corporate and politic

By: _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer – Clerk of the
Board of Supervisors

By: _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Claudia Gutierrez, Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 SEP 16 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

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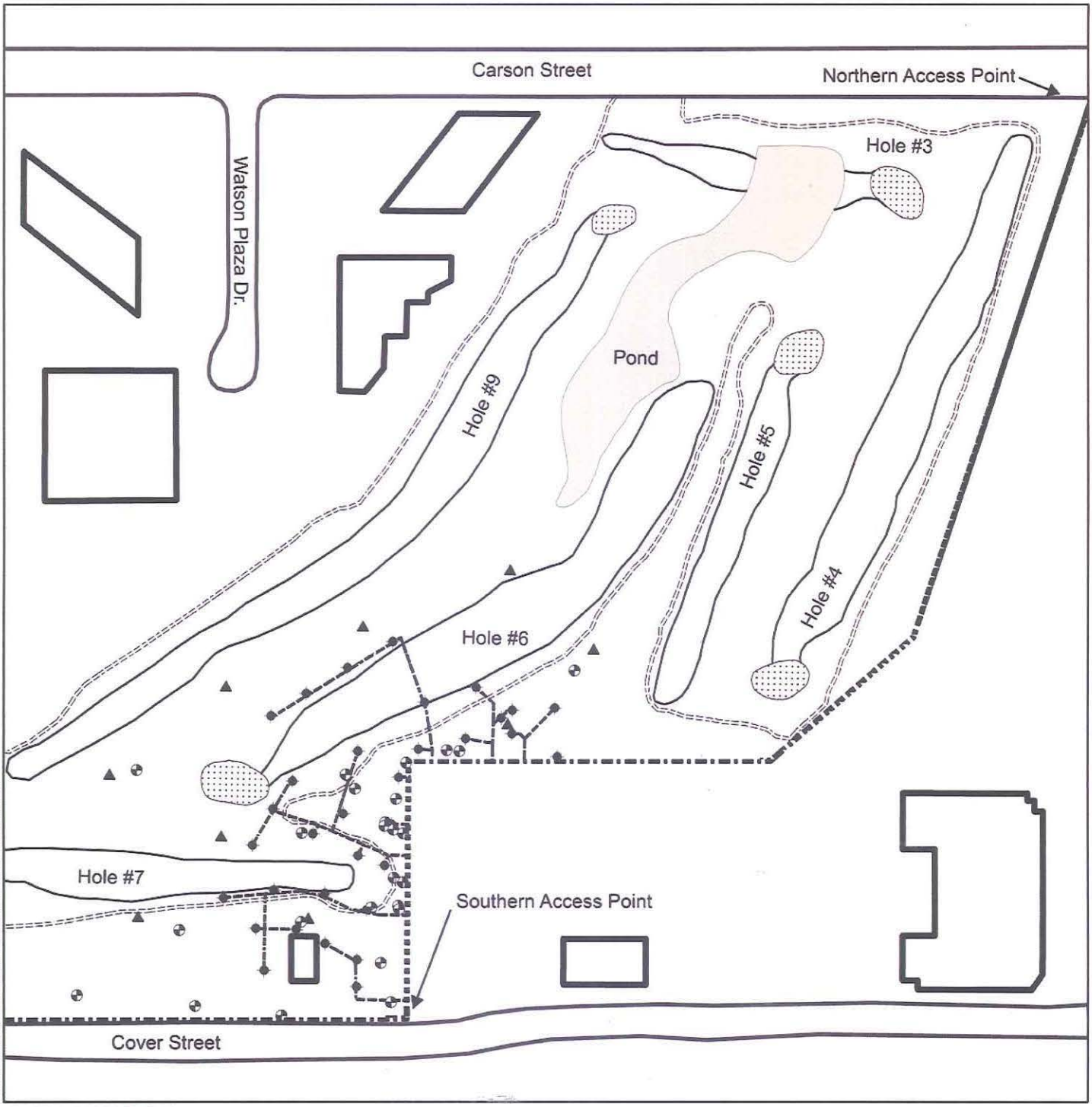

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EXPLANATION

- Monitor Well
- Soil Vapor Probe
- Soil Vapor Extraction Well
- Soil Vapor Extraction Piping
- Cart Path
- Site Boundary

N

0 75 150 Feet

EXHIBIT A

LAKEWOOD GOLF COURSE PREMISES

HARGIS + ASSOCIATES, INC.
HYDROGEOLOGY • ENGINEERING

5/15/2014

FIGURE A-1

PREP BY KRP REV BY _____ RPT NO 1020.32

EXHIBIT "B"

BOEING'S SCOPE OF WORK AT LAKEWOOD GOLF COURSE

Soil Vapor Probe Monitoring

Soil vapor monitoring will be performed using nine soil vapor probes existing on the portion of the Golf Course shown on Exhibit A. Soil vapor monitoring will include the collection of soil vapor samples from each of the soil vapor probes. The soil vapor monitoring will be conducted by a one- to two-person crew in a standard pickup truck. During soil vapor monitoring activities, an area approximately 12 feet by 20 feet will be required at each soil vapor probe to accommodate the sampling vehicle and soil vapor monitoring equipment. Soil vapor monitoring will be conducted at night to minimize disruptions to Golf Course operations. Soil vapor probe sampling is expected to occur on no more than a quarterly frequency. It is anticipated that soil vapor probe monitoring will continue for the next 10 years and will require approximately one week for each monitoring event. A schematic cross-section of a typical soil vapor probe installation is illustrated on Figure A-3, attached.

Soil Vapor Probe Replacement

Nine soil vapor probes are exist on LGC in the approximate areas illustrated on Exhibit A. Some or all of the soil vapor probes may require replacement as a result of natural degradation of the probes that occurs through time. For any probes that require replacement, the *original probe* will be destroyed by removing the probe tubing and filling the upper 6-inches of the boring with soil and sod.

Prior to conducting any *replacement soil vapor probe* drilling, the work locations will be marked and cleared for underground obstructions by USA Alert and Golf Course maintenance personnel. After utility clearance, the location will be hand augured to 5 feet below land surface at three locations surrounding the boring. Soil vapor probes will be installed using a truck-mounted direct-push drill rig. As such, soil cuttings will not be generated during soil vapor probe installation activities. At each of the locations, a nominal 2.5-inch diameter boring will be drilled using the rig to depths of approximately 12 to 24 feet below surface and flexible tubing will be placed in the borehole. The bottom of the tubing will be open and/or slotted to allow air flow into the tubing, and coarse sand filter pack will be placed in the borehole adjacent to the open/slotted tubing sections. The remainder of the borehole will be sealed with low permeability bentonite grout material. The surface completions will include a utility vault made of PVC or similar material, which will underlie soil and sod.

During soil vapor probe construction, an area approximately 20 feet by 50 feet will be required at each location to accommodate the drill rig, support vehicles, and probe construction materials. Soil vapor probes will be installed at night or during hours approved by the Golf Course General Manager to minimize disruptions to Golf Course operations.

EXHIBIT "B"

Soil Vapor Extraction Remediation System Operation and Maintenance

The Soil Vapor Extraction (SVE) system on LGC comprises 34 SVE wells and below-grade SVE piping as illustrated on Exhibit A and Figure A-3. SVE operations and maintenance (O&M) activities may include accessing SVE wells on an infrequent basis. Barring unanticipated damage or conditions, access to the below-grade piping is not anticipated. However, if access to the SVE wells and/or the SVE piping is required, then an area approximately 12 feet by 20 feet would be required at each SVE well or piping location to accommodate the maintenance vehicle and work area. It is anticipated that access to perform SVE O&M will be infrequent and will continue for the next 10 years. When required, SVE O&M access will be coordinated with the LGC General Manager.

Groundwater Monitoring

Groundwater monitoring will be performed using 25 existing monitor wells shown on Exhibit A. Groundwater monitoring will include the collection of groundwater level measurements and groundwater samples from each of the monitor wells. The groundwater monitoring will be conducted by a one- to two-person crew in a standard pickup truck. During groundwater monitoring activities, an area approximately 12 feet by 20 feet will be required at each monitor well location to accommodate the sampling vehicle and groundwater monitoring equipment. Groundwater monitoring will be conducted on a quarterly frequency. Groundwater monitoring will be conducted at night to minimize disruptions to Golf Course operations. Groundwater monitoring is expected to occur on no more than a quarterly frequency. It is anticipated that groundwater monitoring will continue for the next 10 years and will require approximately one week for each monitoring event.

System Decommissioning

Once the remediation is complete and the regulatory agency grants closure for all monitoring and remediation activities, Boeing will decommission the soil vapor probes, SVE system piping, and groundwater monitor wells. The soil vapor probes will be decommissioned by removing the sampling tubing and replacing the upper 6-inches of materials with soil and sod. The SVE wells will be destroyed by pressure-grouting the wells in-place, removing the upper foot of well materials and replacing the upper foot with soil and sod. The SVE piping will be decommissioned by cutting and capping the piping in-place. The groundwater monitor wells will be destroyed in accordance with applicable state regulations by pressure grouting the well in-place, removing the upper 5-feet of well materials, backfilling the upper 5-feet of materials with soil and covering the surface with sod. The SVE well and groundwater monitor well destruction will be conducted by a two- to four-person crew using a drill rig. During well destruction activities, an area approximately 20 feet by 20 feet will be required at each well or soil vapor probe location to accommodate the drill rig and support equipment.