

In the matter of:

Playa Vista Elementary School
(formerly Central Region
Elementary School No. 22)
13150 Bluff Creek Drive
Los Angeles, California 90094

Proponent:

Los Angeles Unified School District
333 South Beaudry Avenue, 27th Floor
Los Angeles, California 90017

) Docket No. HSA-O&MEA 12/13-061

)

) OPERATION AND MAINTENANCE
) AGREEMENT

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) Health and Safety Code

) Section 25355.5 (a)(1)(C)

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DEPARTMENT OF TOXIC
SUBSTANCES CONTROL

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The California Department of Toxic Substances Control (DTSC) and Los Angeles Unified School District (Proponent) enter into this Operation and Maintenance Agreement (Agreement) for the site located at 13150 Bluff Creek Drive in Los Angeles, California 90094 (Site) and agree as follows:

1. Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code section 25355.5(a)(1)(C) which authorizes DTSC to enter into an enforceable agreement to oversee the investigation and/or remediation of a release or threatened release of any hazardous substance at or from the Site, and to oversee the operation and maintenance of any Mitigation System installed at the Site.

2. Mitigation System. A DTSC-approved Mitigation System has been installed at the Site for the mitigation of methane, hydrogen sulfide, and volatile organic compounds in soil gas (Mitigation System). The Mitigation System consists of a gas mitigation system, subsurface deep vent wells, soil gas probes, and groundwater monitoring wells. The Site is owned by Los Angeles Unified School District. Volatile organic compounds were detected in groundwater underlying the Site; however, soil gas sampling results indicate that these contaminants in groundwater do not currently pose a risk to site occupants. Contaminated groundwater beneath and in the vicinity of the Site is being addressed through Los Angeles Regional Water Quality Control Board oversight of the Playa Vista Property (File No. SL2043W1573). A site location map and the assessor's parcel map are attached as Exhibit A and Exhibit B. Site maps showing the location(s) of the mitigation system components are attached as Exhibits C1 through C3.

3. Operation and Maintenance of Mitigation System. Operation and maintenance of the Mitigation System are required at the Site, and shall be left in place, operated and maintain by Proponent until and except to the extent that DTSC authorizes Proponent in writing to discontinue or modify part or all of the Mitigation System.

4. Implementation of Operation and Maintenance Plan. Proponent shall submit an Operation and Maintenance Plan to DTSC for approval. Proponent shall fully implement the DTSC-approved Operation and Maintenance Plan dated June 26, 2012,

located on the DTSC EnviroStor website at
<https://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=60000645>,
including any requirements for inspections, monitoring, reporting and record keeping.

5. Modification or Discontinuation of Mitigation System. Proponent shall submit a written request for DTSC's authorization for any modification or discontinuation of the Mitigation System or any part thereof at least 60 days, to the extent feasible, prior to the intended date of any proposed modification or discontinuation. Proponent may seek modification or discontinuation of the Mitigation System or any part thereof if (a) Proponent has met the remediation objectives for the Site; (b) the modification would better achieve the remediation objectives; (c) the Mitigation System could not achieve the remediation objectives and other cleanup methods will be implemented; or (d) it has been demonstrated that the maximum achievable remediation has occurred. The written request to DTSC shall include the reasons for the request, a detailed description of any work to be done or modification to be made, and a map showing the exact location of the proposed work.

6. DTSC-Required Modification. DTSC may require modification, replacement, or additions to the Mitigation System if the Mitigation System or part of thereof is not achieving the remediation objectives or is not protecting human health or the environment. DTSC may require additional evaluations, designs and the construction and operation of facilities to achieve these objectives.

7. Five-Year Review. Proponent shall review and reevaluate the Mitigation System after a period of five years from the completion of construction and startup of the Mitigation System and every 5 years thereafter. The review and reevaluation shall be conducted to determine if human health and the environment are being adequately protected by the Mitigation System. Within 30 days before the end of each five-year period, Proponent shall submit a five-year review workplan to DTSC for review and approval. Within 60 days of DTSC's approval of the workplan, Proponent shall implement the workplan and submit a report of the results of the five-year review. The report shall describe the results of all sampling analyses, tests and other data generated or received by Proponent and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed under this Agreement, DTSC may require Proponent to perform additional review work or modify the review work previously performed by Proponent.

8. Quality Control/Quality Assurance (QC/QA). All sampling and analysis conducted by Proponent under this Agreement shall be performed in accordance with the QC/QA procedures submitted by Proponent and approved by DTSC pursuant to this Agreement.

9. Financial Assurance. Typically financial assurance is required pursuant to Health and Safety Code section 25355.2 to assure that sufficient funds are available to implement all the requirements of this Agreement and to pay DTSC's costs as specified in Paragraph 10. However, Health and Safety Code section 25355.2(c) permits DTSC to waive the requirement if the proponent is a local governmental entity. Therefore, as long as LAUSD is a Proponent, the financial assurance requirement is waived.

10. Cost Recovery and Payment.

10.1. Proponent is liable for all of DTSC's costs incurred in implementing this Agreement, including costs of overseeing the work performed by Proponent, and in responding to any contamination at the Site. Cost recovery may be pursued by DTSC pursuant to applicable state or federal laws or common law. DTSC will invoice Proponent for DTSC's costs on a quarterly basis.

10.2. All payments made by Proponent pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site # 304564-11) and the docket number of this Agreement. Upon request by Proponent, DTSC may accept payments made by credit cards. Payments by check shall be sent to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Project Manager.

10.3. DTSC shall retain all cost records associated with the work performed under this Agreement as may be required by state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request in accordance with the Public Records Act, Government Code section 6250 et seq.

11. Endangerment During Implementation.

11.1. Proponent shall notify DTSC's Project Manager immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Within seven days of the onset of such a condition, Proponent shall furnish a report to DTSC, signed by Proponent's Project Manager, setting forth the conditions and events that occurred and the measures taken in response thereto.

11.2. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Proponent to conduct additional activities or to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. DTSC may request that Proponent implement interim measures to address any immediate threat or imminent or substantial endangerment.

12. Site Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Such access shall also be provided to any other proponent or Proponent who is in compliance with this Agreement

for the purpose of conducting activities pursuant to this Agreement or for activities deemed necessary by DTSC to meet the objectives of this Agreement. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

13. Sampling, Data and Document Availability. When requested by DTSC, Proponent shall make available for DTSC's inspection, and shall provide copies of, all data and information concerning contamination at or from the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement. For all final reports, Proponent shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted (pdf) file Adobe Acrobat or Microsoft Word formatted file.

14. Record Preservation. Proponent shall retain, during the implementation of this Agreement and for a minimum of six years after its termination, all data, reports, and other documents that relate to the performance of this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Proponent shall either comply with the request, deliver the documents to DTSC, or permit DTSC to copy the documents at Proponent's expense prior to destruction.

15. Notification of Field Activities. Proponent shall inform DTSC at least seven days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Proponent pursuant to this Agreement.

16. Project Managers. Within 14 days of the effective date of this Agreement, DTSC and Proponent shall each designate a Project Manager and shall notify each other in writing of the Project Manager selected. Each Project Manager shall be responsible for overseeing the implementation of this Agreement and for designating a person to act in his/her absence. All communications between DTSC and Proponent, and all notices, documents and correspondence concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. Each party may change its Project Manager with at least seven days prior written notice.

17. Proponent's Consultant and Contractor. All work performed pursuant to this Agreement shall be under the direction and supervision of a professional engineer or professional geologist, licensed in California, with expertise in hazardous substances site cleanup. Proponent's Project Manager, contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Agreement, Proponent shall notify DTSC's Project Manager in writing of the name, title, and qualifications of the professional engineer or professional geologist and of any contractors or consultants and their personnel to be used in carrying out the work under this Agreement in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

18. DTSC Review and Approval. All work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to Proponent with recommended changes and a date by which the Proponent must submit to DTSC a revised document incorporating or addressing the recommended changes; or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Proponent in writing by DTSC's Branch Chief or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve Proponent of the obligation to obtain such written approvals.

19. Amendments. This Agreement, including the attached Operation and Maintenance Plan, may be amended in writing by mutual agreement of DTSC and Proponent. Such amendment shall be effective the third business day following the day the last party signing the amendment sends its notification of signing to the other party. The parties may agree to a different effective date.

20. Incorporation of Exhibits, Plans and Reports. All exhibits are incorporated into this Agreement by reference. All plans, schedules and reports that require DTSC's approval and are submitted by Proponent pursuant to this Agreement are incorporated in this Agreement upon DTSC's approval.

21. Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefor. Proponent reserves all of its statutory and regulatory rights, defenses and remedies available to Proponent under applicable laws..

22. Non-Admission of Liability. By entering into this Agreement, Proponent does not admit to any finding of fact or conclusion of law set forth in this Agreement or any fault or liability under applicable laws.

23. Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a covenant not to sue, release or satisfaction from liability by DTSC for any condition or claim arising as a result of Proponent's past, current, or future operations or ownership of the Site.

24. Government Liabilities. The State of California or DTSC shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California or DTSC be held as a party to any contract entered into by Proponent or its agents in carrying out the activities pursuant to this Agreement.

25. Third Party Actions. In the event that Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, Proponent

shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

26. California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.


27. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining provisions of the Agreement.

28. Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Proponent and its agents, receivers, trustees, successors and assignees, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement. Proponent shall ensure that its contractors, subcontractors and agents receive a copy of this Agreement and comply with this Agreement.

29. Effective Date. The effective date of this Agreement is the date of signature by DTSC's authorized representative after this Agreement is first signed by Proponent's authorized representative. Except as otherwise specified, "days" means calendar days.


30. Representative Authority. Each undersigned representative of the party to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the party to this Agreement.

31. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.



Thomas Cota, Performance Manager
Schools Evaluation & Brownfields Outreach
Cleanup Program
Department of Toxic Substances Control

Date: 2/25/13



Edward Morelan, Deputy Director
Office of Environmental Health and Safety
Representing Los Angeles Unified School District

Date: February 20, 2013

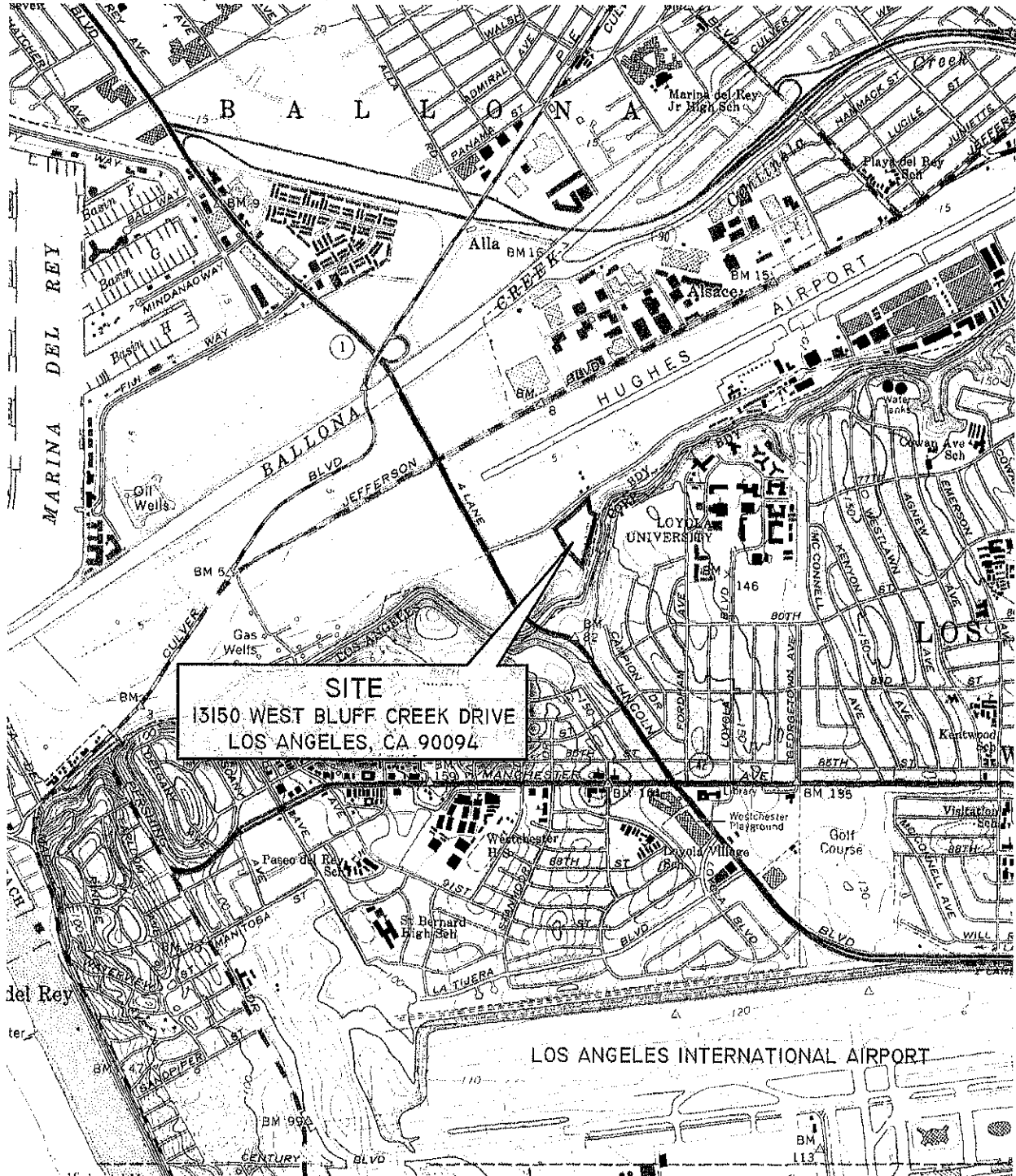
EXHIBIT A

SITE LOCATION MAP

PLAYA VISTA ELEMENTARY SCHOOL

(FORMERLY CENTRAL REGION ELEMENTARY SCHOOL NO. 22)

Source: Figure 1-Site Location Map, "Post-Remediation Operation and Maintenance Plan, Central Region Elementary School #22," prepared by The Planning Center, DC&E, revised June 26, 2012



SOURCE: U.S. GEOLOGICAL SURVEY 7.5 MINUTE SERIES VENICE, CA QUADRANGLE 1964, PHOTOREVISED 1981.

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OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
COPYRIGHT © 2002MAPPING AND GIS
SERVICES
SCALE 1" = 300'

Not to scale -
Map has been
modified to fit
on page.

APN 4211-013-900
Playa Vista Elementary School
(formerly Central Region Elementary School No. 22)

EXHIBIT B

ASSESSOR'S PARCEL MAP - APN 4211-013-900 (for reference only)

PLAYA VISTA ELEMENTARY SCHOOL (FORMERLY CENTRAL REGION ELEMENTARY SCHOOL NO. 22)

Source: Office of the Assessor, County of Los Angeles, <<http://maps.assessor.lacounty.gov/mapping/viewAssessorMapPDF.asp?val=4211-013>>, accessed January 16, 2013.

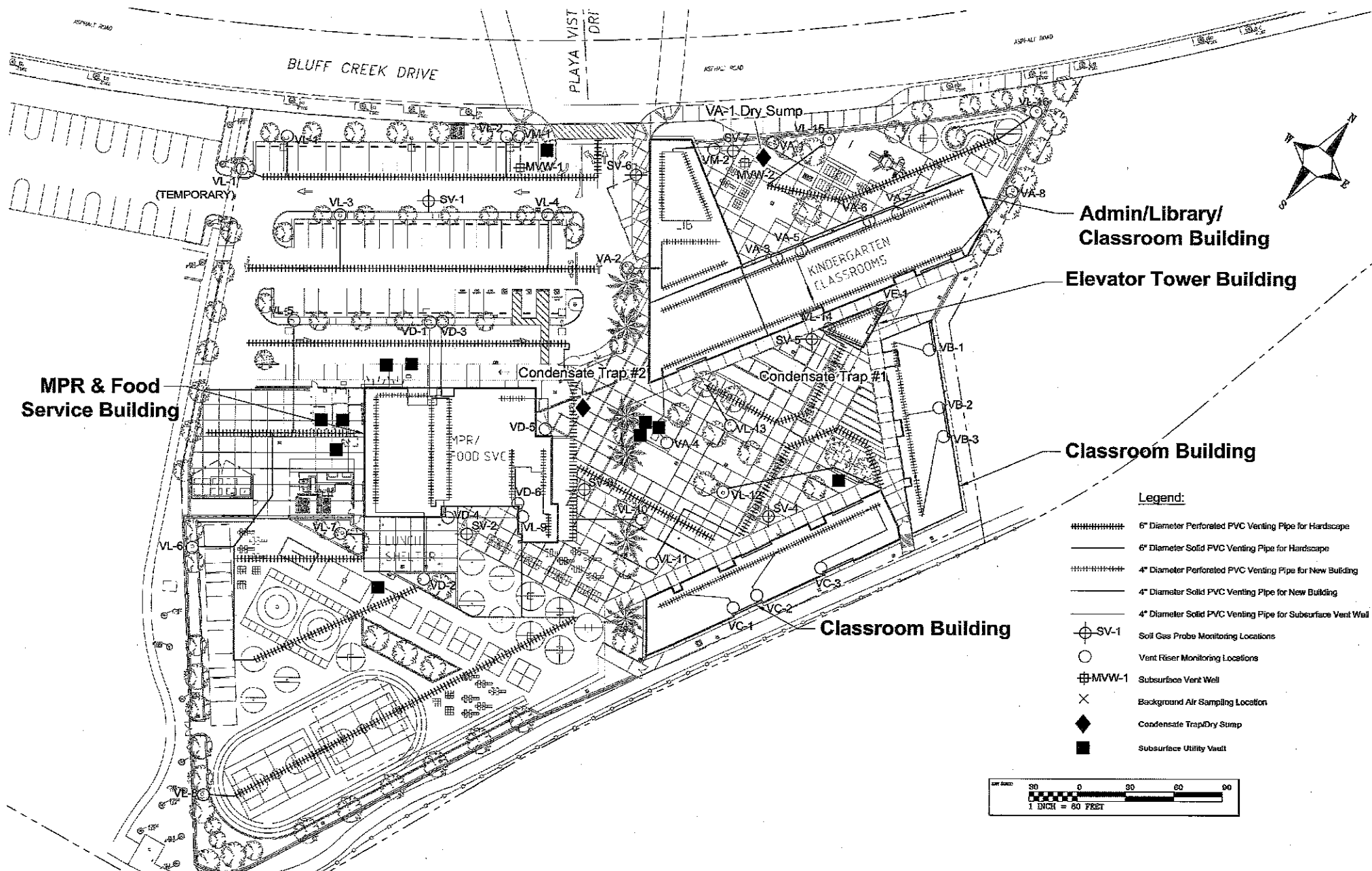


EXHIBIT C1

SOIL GAS PROBE, VENT RISER, CONDENSATE TRAP, AND UTILITY VAULT LOCATIONS PLAYA VISTA ELEMENTARY SCHOOL (FORMERLY CENTRAL REGION ELEMENTARY SCHOOL NO. 22)

Source: Figure 3 – Soil Gas Probe, Vent Riser, Condensate Trap, and Utility Vault Locations, "Post-Remediation Operation and Maintenance Plan, Central Region Elementary School #22," prepared by The Planning Center, DC&E, revised June 26, 2012. Originally presented in "Subsurface Gas Mitigation System Startup Workplan," prepared by URS Corporation, dated March 15, 2012.

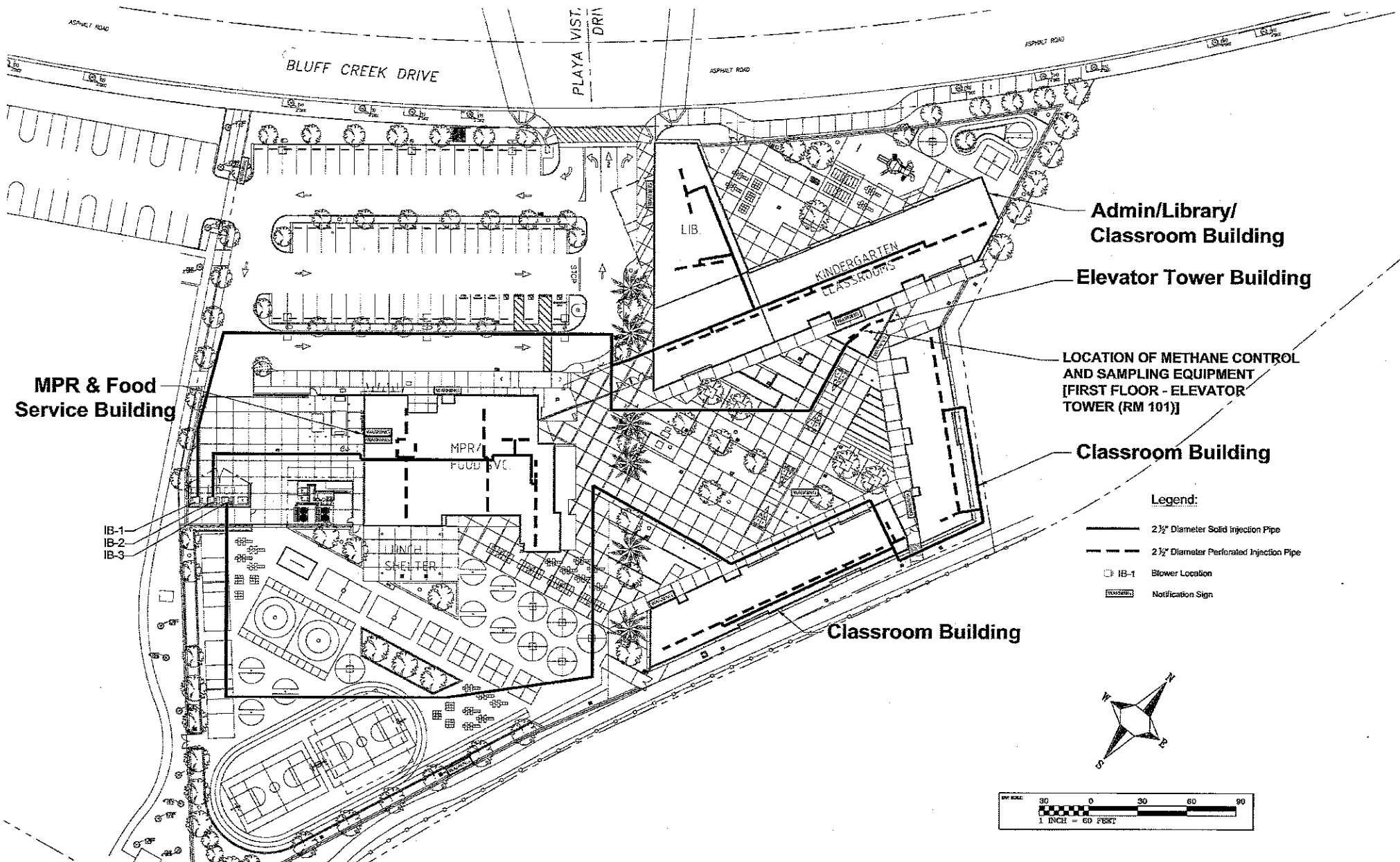


EXHIBIT C2

AIR INJECTION BLOWER, NOTIFICATION SIGN, AND GMS EQUIPMENT ROOM LOCATIONS PLAYA VISTA ELEMENTARY SCHOOL (FORMERLY CENTRAL REGION ELEMENTARY SCHOOL NO. 22)

Source: Figure 4 – Air Injection Blower, Notification Sign, and GMC Equipment Room Locations, "Post-Remediation Operation and Maintenance Plan, Central Region Elementary School #22," prepared by The Planning Center, DC&E, revised June 26, 2012. Originally presented in "Subsurface Gas Mitigation System Startup Workplan," prepared by URS Corporation, dated March 15, 2012.

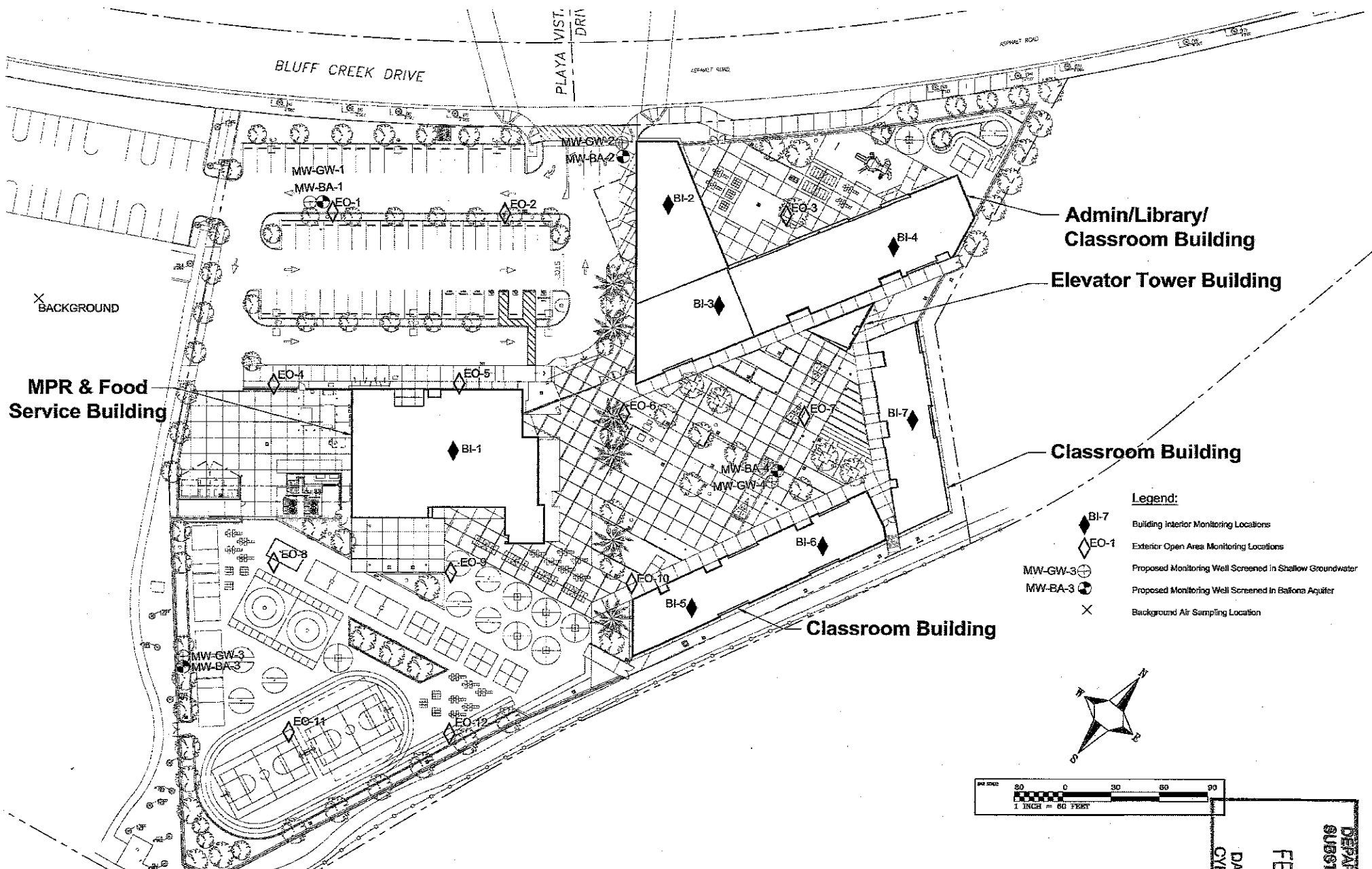


EXHIBIT C3

BUILDING, OUTDOOR AREA, AND GROUNDWATER MONITORING LOCATIONS

PLAYA VISTA ELEMENTARY SCHOOL (FORMERLY CENTRAL REGION ELEMENTARY SCHOOL NO. 22)

Source: Figure 5 – Building, Outdoor Area, and Groundwater Monitoring Locations, "Post-Remediation Operation and Maintenance Plan, Central Region Elementary School #22," prepared by The Planning Center, DC&E, revised June 26, 2012. Originally presented in "Subsurface Gas Mitigation System Startup Workplan," prepared by URS Corporation, dated March 15, 2012.

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