

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND THE LOS ANGELES HARBOR DEPARTMENT FOR THE USE OF PROPERTY FOR THE WILMINGTON WATERFRONT PROMENADE AND AVALON PEDESTRIAN BRIDGE/PROMENADE AND GATEWAY PROJECTS**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND THE LOS ANGELES HARBOR DEPARTMENT FOR THE USE OF PROPERTY FOR THE WILMINGTON WATERFRONT PROMENADE AND AVALON PEDESTRIAN BRIDGE/PROMENADE AND GATEWAY PROJECTS (hereinafter MOU) is made and entered into by and between the DEPARTMENT OF WATER AND POWER and LOS ANGELES HARBOR DEPARTMENT as follows:

1. Terms defined in the MOU shall have the same meanings herein. References herein to “Sections” shall be to sections of the MOU, unless otherwise stated.

2. Section 8 of the MOU is removed entirely and replaced with the following:

“8. In order to meet certain construction scheduling requirements for the proposed improvements on Parcel B, and working in consultation with Licensee, LADWP will complete the remediation of the soil of Parcel B and LADWP shall complete remaining site removal and demolition work, as depicted in Exhibit B, attached hereto and made a part hereof by this reference, as mutually agreed by the parties. The cleanup levels for soil remediation for industrial use shall meet the regulatory screening levels from United States Environmental Protection Agency (USEPA) Regional Screening Levels (RSLs), the Department of Toxic Substances Control (DTSC) Note 3 Screening Levels (SLs), and the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) Environmental Screening Levels (ESLs). The Occupational Safety and Health Administration (OSHA) and South Coast Air Quality Management District (SCAQMD) requirements shall be used for asbestos and lead based paint survey and abatement for any building demolitions, as depicted in Exhibit B.”

3. Section 9 of the MOU is removed entirely and replaced with the following:

“9, Working in consultation with Licensee, Licensor has completed the remediation of the soil of Parcel C. Licensor represents that the cleanup levels for the soil remediation of Parcel C for industrial use meet the regulatory screening levels from United States Environmental Protection Agency (USEPA) Regional Screening Levels (RSLs), the Department of Toxic Substances Control (DTSC) Note 3 Screening Levels (SLs), and the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) Environmental Screening Levels (ESLs). Upon

Licensee's acceptance of the results thereof, Licensee shall provide Licensor with written acceptance of the remediation of said Parcel C.

4. Section 10 of the MOU is removed entirely and replaced with the following:

"10. LADWP shall incur the costs for the environmental remediation of Parcel B to an industrial use standard, and the site removal and demolition work as depicted in Exhibit B, provided such costs do not exceed the amount of \$5,237,000, plus a twenty percent (20%) contingency. The scope of work and estimated costs to remediate Parcel B to an industrial use standard, in addition to related site removal and demolition work, is set forth in Exhibit B. Upon completion of said work and the acceptance of the results thereof by Licensee, Licensee shall provide Licensor with written acceptance of the remediation of said Parcel B."

Except as amended herein, all remaining terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to the MOU on the date to the left of their signatures.

Dated \_\_\_\_\_

**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

\_\_\_\_\_  
SIMON ZEWDU  
Senior Assistant General Manager  
Power System

Date: \_\_\_\_\_

And: \_\_\_\_\_  
CHANTE L. MITCHELL  
Board Secretary

APPROVED AS TO FORM AND LEGALITY  
HYDEE FELDSTEIN SOTO, CITY ATTORNEY  
JULY 22, 2024

BY \_\_\_\_\_  
JOHN A. CARVALHO  
DEPUTY CITY ATTORNEY

Dated \_\_\_\_\_

**LOS ANGELES HARBOR DEPARTMENT BY  
BOARD OF HARBOR COMMISSIONERS**

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

By: \_\_\_\_\_

EUGENE D. SEROKA

Executive Director

And: \_\_\_\_\_

AMBER M. KLESGES

Board Secretary

APPROVED AS TO FORM AND LEGALITY

September 11, 2024  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel

By Janet Karkanen  
JANET L. KARKANEN, Deputy City Attorney