

**BOARD REPORT**

**NO.** 23-056

**DATE** March 16, 2023

**C.D.** 1

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** LOS ANGELES RIVER PARK AT TAYLOR YARD – MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES (DEPARTMENT OF RECREATION AND PARKS, DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING AND BUREAU OF SANITATION), THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY AND CALIFORNIA STATE PARKS FOR THE 100 ACRE PARTNERSHIP PROJECT

B. Aguirre	_____	M. Rudnick	_____
		<i>for</i> C. Santo Domingo	<u>DF</u>
B. Jackson	_____	N. Williams	_____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

If Approved: Board President \_\_\_\_\_ Board Secretary \_\_\_\_\_

**RECOMMENDATIONS**

1. Approve a proposed Memorandum of Understanding (MOU) between the City of Los Angeles, as represented by the Department of Recreation and Parks (RAP), Bureau of Engineering (BOE), and the Bureau of Sanitation (BOS), the Mountains Recreation and Conservation Authority (MRCA) and California State Parks, substantially in the form on file in the Board Office and shown in Attachment 1;
2. Authorize RAP's General Manager to execute the MOU subsequent to all necessary approvals;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed MOU to the City Attorney for review and approval as to form;
4. Authorize RAP's General Manager, or Designee, to make technical corrections as necessary to carry out the intent of this Report.

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### SUMMARY

#### Background

The City of Los Angeles (City), as represented by the Department of Recreation and Parks (RAP), Bureau of Engineering (BOE), and the Bureau of Sanitation (BOS), California State Parks (State Parks), and the Mountains Recreation & Conservation Authority (MRCA) are actively coordinating together to transform approximately 100 acres of publicly owned parcels along the Los Angeles River into a signature park (Project). In January 2020, the City, State Parks and MRCA signed a Letter of Intent (LOI) to cooperate informally as the “100-Acre Partnership at Taylor Yard” in recognition of the significant mutual public benefits to be derived from the Project. The collaboration envisions the parties working cooperatively to plan the largest, continuous open park space along the Los Angeles River, and evolved from community and stakeholder feedback and the critical need for a coordinated planning and improvement approach across the 100-acre Taylor Yard project site.

The Project properties consist of:

- (1) The Rio de Los Angeles State Park, an existing 40-acre park owned by California State Parks (State Parks), and managed cooperatively by State Parks and RAP pursuant to a lease from State Parks to RAP.
- (2) The Taylor Yard G1 “Bowtie” parcel, an 18-acre property known for its distinctive boundary shape, which is owned by State Parks.
- (3) The Taylor Yard G2 parcel, a 42-acre property that is owned by the City. The MRCA holds a 12.5-acre easement within this property.

#### The 100-Acre Partnership Memorandum of Understanding (MOU)

In order to achieve the goals listed in the LOI to develop the Project, the City, MRCA and State Parks desire to enter into a Memorandum of Understanding (MOU) which sets forth each party’s collaborative efforts to be made as part of the Project. A form of the proposed MOU is attached to this Report as Attachment 2. The MOU also serves as a proactive step to ensure that the former Taylor Yard site is confidently set on a path to successful restoration and management, and that the City’s goals for the site will be reliably institutionalized for long-term sustainability.

On November 22, 2022, the Los Angeles City Council adopted the MOU, as shown in Attachment 2 (Council File No. 14-1158-S13).

#### RAP’s Responsibilities per the MOU

Per the MOU, RAP and BOE will work on the Rio del Los Angeles Active Recreation Improvements, which will include working on improvements to sports fields, restrooms, and other amenities. Rio De Los Angeles State Park is located at 1900 North San Fernando Road in the Northeast community of the City. This 39.39-acre facility provides a children’s play area,

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community room, multipurpose room, picnic tables, tennis courts, baseball diamond (lighted), soccer field, synthetic field, walking paths, and basketball courts. Approximately 4,258 City residents live within a one-half mile walking distance of Rio De Los Angeles State Park. RAP operates the active recreation areas of the park pursuant to a lease from State Parks to RAP (State Parks Lease). The City will continue efforts to secure funding for improvements to the park. RAP will construct, operate and maintain the park amenities in accordance with the State Parks Lease and, subject to approval by RAP's Board of Recreation and Parks Commissioners (Board). Construction is estimated for 2023 - 2025.

### ENVIRONMENTAL IMPACT

The proposed Memorandum of Understanding (MOU) contemplates improvements to Rio de Los Angeles Park that are the responsibility of RAP. The Board found that these improvements are exempt from the provisions of the California Environmental Quality Act (CEQA) on October 2, 2019 (BR 19-200). Should new information about the project and its potential impacts become available, additional environmental CEQA issues will be addressed as project designs are brought back for Board's consideration. The other commitments included in the MOU will also be evaluated for compliance with CEQA when more details become available.

### FISCAL IMPACT

Approval of this MOU will have no fiscal impact on RAP's General Fund.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 3:** Create & Maintain World Class Parks and Facilities

**Outcome No. 1:** Newly developed park projects and the redesign of signature City parks

**Result:** The development of a brand new 100 park will benefit the lives of community residents and provide park access to residents within a one-half mile walking distance.

This report was prepared by Robert Eastland, Management Assistant, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS

- 1) Attachment 1 - Letter of Intent for 100-Acre Partnership
- 2) Attachment 2 - 100-Acre Partnership Memorandum of Understanding

## LA RIVER PARK AT TAYLOR YARD PARTNERSHIP: LETTER OF INTENT

A collection of publicly-owned properties along the Los Angeles River (LA River) -- pieces of the former "Taylor Yard" rail maintenance yard--form an approximately 100-acre area that is being transformed into a significantly-restored signature park. As envisioned by the Los Angeles River Revitalization Master Plan (LARRMP), many relevant plans, numerous supporters including the Los Angeles River State Park Partners, those 100 acres will be home to restored habitats, engaging recreational activities, cultural and educational enrichments, and a full mile of access to the LA River.

The LA River properties included in the 100-acre unified open space are: (1) The Rio de Los Angeles (RdLA) State Park, an existing 40-acre park owned by California State Parks (State Parks) and managed cooperatively by State Parks and the City of Los Angeles (City) through its Department of Recreation and Parks (RAP); (2) The Taylor Yard G1 parcel, an 18-acre property also known as the "Bowtie" parcel for its distinctive boundary shape, which is owned and managed and in the process of design by State Parks; and (3) The Taylor Yard G2 parcel, a 42-acre property that is owned by the City. The Mountains Recreation and Conservation Authority (MRCA) purchased and now holds the rights to a 12.5-acre easement within the Taylor Yard G2 parcel owned by the City. It is subject to use restrictions under grant funding agreements with the California Wildlife Conservation Board and the Santa Monica Mountains Conservancy, as well as subject to appropriate design, implementation, and early activation integration. Together, these agencies--the City, State Parks, and the MRCA--shall be known as "The River Parties."

The purpose of this letter is to express The River Parties' mutual intent to cooperate to create a unified LA River Park at Taylor Yard (working title) in recognition of the significant mutual public benefits to be realized by cooperating on the design, construction, financing, operation, maintenance and management of the project. The LA River Park will be developed to a standard of global excellence. It will be unique in biological and social character and will be the single largest open space along the LA River to be created in 100 years. The Park will directly benefit the residents of the surrounding neighborhoods and the City at large, it will be a signature feature of Southern California.

The River Parties recognize common goals:

- Create a world-class, physically-connected and unified public open space that advances revitalization of the Los Angeles River and supports urban ecology
- Engage local communities and stakeholders to guide development of the project
- Establish equity, ecology, River revitalization and flood management as the cornerstones for the Park's design, implementation, and programming
- Increase Park access by linking the interiors of the Park and the exteriors of the Parks and community to new transportation options

- Incorporate safety, sustainability and resilience into the remediation, design, construction, operation, and stewardship of the park
- Restore ecosystem values and native habitats along the LA River
- Integrate the Park and the LA River by rethinking the LA River's bank
- Include River activities in the short-term, mid-term and long-term vision
- Establish facilities to enable cultural, artistic, community, and educational experiences and skills
- Curate appropriate revenue-generating programming to provide rich user experiences, to help develop the project, and to sustain future operation and maintenance
- Create physical and programmatic connections between local educational centers and the project's outdoor learning environment
- Provide varied passive and active recreational opportunities and play spaces within the park
- Improve and enhance athletic fields at Rio de Los Angeles State Park
- Establish on-site stewardship staff, on-going daily programming and encourage neighborhood community care
- Include educational, artistic, and cultural/historical partners in the Park's development, programming, and operation
- Create safe and easy physical connections between all of the areas of the 100 acres and to the surrounding communities on both sides of the River

To fulfill these common goals, The River Parties intend to work together to:

- Establish a cooperative agreement within one (1) year to define a collaborative approach to the remediation, design, construction, financing, operation, and management of the project
- Articulate and implement a common vision for the 100-acre area that is ecologically focused and community-driven and delivers on goals outlined above
- Coordinate on marketing, communication and outreach of the common vision
- Seek other implementation and program partners through a wide-ranging engagement process and City-led contracting process

- Provide near-term public programming on each of the properties, as feasible.
- Cooperatively raise funds for design and implementation from multiple sources and using creative value capture techniques
- Engage regulatory and permitting agencies to secure necessary approvals for site remediation, water quality, flood control, and all other environmental reviews consistent with the CEQA and NEPA processes
- Secure necessary authorizations to execute various partnership agreements

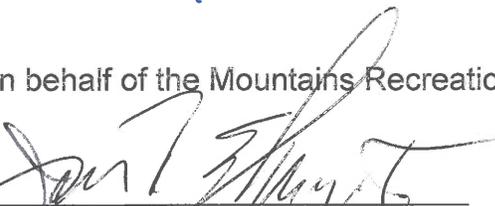
The River Parties understand that this Letter of Intent is not a financial commitment to future expenditures and does not create any obligations, legal or otherwise, between them that do not already exist.

On behalf of California State Parks:

  
\_\_\_\_\_  
Craig Sap, Parks Superintendent

Date: 12/30/19

On behalf of the Mountains Recreation and Conservation Authority:

  
\_\_\_\_\_  
Joseph T. Edmiston, Executive Officer

Date: 12-11-19

On behalf of the City of Los Angeles:

  
\_\_\_\_\_  
Michael A. Shull, General Manager, Department of Recreation and Parks

Date: 12/13/19

LA RIVER PARK PARTNERSHIP: LETTER OF INTENT

Gary Lee Moore  
Gary Lee Moore, City Engineer, Bureau of Engineering

Date: 1-10-20

MOTION

*Handwritten scribble in red ink on the left margin.*

The Los Angeles River (River) is a cherished natural resource and the City of Los Angeles is leading a revitalization program guided by the 2007 Los Angeles River Revitalization Master Plan. Several projects are currently being developed that will restore habitat and create natural public open space adjacent to the River. These projects include: the revitalization of Taylor Yard, a former Union Pacific Railroad site, which is comprised of a 42-acre parcel (G2) and an 18-acre parcel (G1; also known as "Bowtie" due to the parcel's shape); and a Proposition O Water Quality Improvement Project on G2. Taylor Yard G1 and G2 are within the footprint of the federal Los Angeles River Ecosystem Restoration and Recreation project, for which the City is the Non-Federal Sponsor. Also, adjacent to the River and Taylor Yard is the existing 40-acre Rio de Los Angeles State Park. Together, G2, G1 (Bowtie), and the Rio de Los Angeles State Park comprise a continuous 100-acre area along the River's eastern bank, all of which are in public ownership by a combination of the City, California State Parks, and the Mountains Recreation and Conservation Authority (MRCA).

In 2020, the City, California State Parks, and the MRCA signed a Letter of Intent to express the shared goals for development of Taylor Yard G1 and G2 and future improvements to the Rio de Los Angeles State Park. This collaboration has since been deemed the "100-Acre Partnership at Taylor Yard." The Letter of Intent also put forth a goal to develop a formal partnership agreement in the form of a Memorandum of Understanding (MOU) between the agencies.

The purpose of the attached MOU is to establish an agreement between the City, State, and MRCA on the priorities and expectations relating to the development and long-term management of the various projects at Taylor Yard G2, G1 (Bowtie), and Rio de Los Angeles State Park. The MOU describes the agencies' responsibilities and represents the agencies' shared agreement to work cooperatively on design, construction, remediation, operations and maintenance, community engagement, programming, and the exploration of a potential future Joint Powers Authority. This MOU is a proactive step to ensure that the former Taylor Yard site, a keystone site for the River revitalization, is confidently set on a path to successful restoration and management for decades to come, and that the City's goals for the site will be reliably institutionalized for long-term sustainability.

**I THEREFORE MOVE** that the City Council authorize the Bureau of Engineering (BOE), the Department of Recreation and Parks (RAP), and the Bureau of Sanitation (BOS), with assistance of the City Attorney, to execute the attached Memorandum of Understanding with California State Parks and the Mountains Recreation and Conservation Authority that affirms the City's dedication to the 100-Acre Partnership.

**I FURTHER MOVE** that BOE and BOS be instructed and RAP requested to coordinate with the other City departments, as needed, to achieve the goals of the 100-Acre Partnership.

**I FURTHER MOVE** that BOE, BOS, and RAP, with the assistance of the City Administrative Officer, report bi-annually on the progress of 100-Acre Partnership activities, and recommendations for funding 100-Acre Partnership projects and programs.

PRESENTED BY: *Mitch O'Farrell*  
MITCH O'FARRELL  
Councilmember, 13<sup>th</sup> District

SECONDED BY: *[Signature]*

**ORIGINAL**

*PMK*

OCT 25 2022



**MEMORANDUM OF UNDERSTANDING  
AMONG THE  
CITY OF LOS ANGELES  
AND  
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY  
AND  
CALIFORNIA STATE PARKS**

This Memorandum of Understanding (“MOU”) is made and entered into this date \_\_\_\_\_, by and among the City of Los Angeles (“City”), the Mountains Recreation and Conservation Authority (“MRCA”), and California State Parks (“State Parks”). Each entity is a “Party” to this MOU and are, collectively, the “Parties” to this MOU.

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## **I. RECITALS**

### **Article 1. Background and History**

#### **WHEREAS:**

- A. The Mountains Recreation & Conservation Authority ("MRCA"), established in 1985, is a local public agency exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500 et seq. of the Government Code.
- B. The City of Los Angeles ("City") is a municipal corporation and California Charter City. The following bureaus and departments of the City participated in the 100 Acre Partnership Letter of Intent:
  1. The Department of Public Works - Bureau of Engineering ("BOE") of the City is the lead agency for the planning, design, and construction management of a wide variety of projects including public buildings, infrastructure, and open space projects. Projects include municipal buildings, such as police and fire stations, convention centers, and recreational and cultural facilities, as well as bridges, street and transit projects, utility relocation projects on easements, and stormwater and wastewater systems.
  2. The Department of Recreation and Parks ("RAP") of the City is the lead agency for the stewardship of more than 16,000 acres of City of Los Angeles parks, offering extensive recreational, social, and cultural programs at over 490 park sites in every City of Los Angeles neighborhood.
  3. The Department of Public Works – Bureau of Sanitation ("LASAN") of the City is the lead agency for protecting public health and the environment through the administration and management of three programs: Clean Water (wastewater), Solid Resources (solid waste management), and Watershed Protection (stormwater), and through the operation and maintenance of strategic green infrastructure amenities, including some public open spaces that result in water quality benefits.
- C. The mission of California State Parks ("State Parks") is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.
- D. The community recommended better coordination among the Parties to streamline the outreach and engagement processes regarding the Project Area.
- E. On January 10, 2020, the Parties executed a Letter of Intent (Appendix A) to express the Parties' intent to cooperate and collaborate on the transformation of approximately 100 acres of publicly owned parcels ("Project Area") into a



significantly restored signature park. This effort is known collectively as the “Los Angeles River Park at Taylor Yard” (“Project”). In the Letter of Intent, the Parties expressed their mutual intent to cooperate informally as the “100 Acre Partnership at Taylor Yard” (“the Partnership”) in recognition of the significant mutual public benefits and consistency with their missions.

- F. The 100-acre area Project Area consists of:
1. The approximately 40-acre Rio de Los Angeles (“RdLA”) State Park, which is owned by State Parks, and for which RAP operates the site’s active recreation areas, pursuant to a lease between State Parks and the City (“RdLA Lease”).
  2. The approximately 18-acre Taylor Yard G1 parcel (“Bowtie”), which is owned by State Parks; and
  3. The 42-acre Taylor Yard G2 parcel (“G2”), which is owned by the City. The MRCA holds a 12.5-acre easement within G2.

## **Article 2. Ongoing Partnership Projects**

The Partnership intends to collaborate to implement projects and programs including, but not limited to, the following. Importantly, this MOU is not, and should not be understood to be, any form of a project approval under the California Environmental Quality Act (CEQA):

- A. **Paseo del Río**  
(BOE, MRCA, and State Parks)  
Paseo del Río is the first public use project at the G2 and G1/Bowtie parcels, which is the first cooperative project of the Partnership. The segment of Paseo del Río on G2 will be designed and executed by a team hired by BOE; the Bowtie segment will be designed and executed by State Parks. Construction is estimated for 2024 – 2026.
- B. **Taylor Yard G2 Water Quality Improvement Proposition O**  
(BOE, LASAN, and MRCA)  
Clean Water Bond Proposition O (“Prop O”) authorized the City of Los Angeles in 2004 to fund projects (up to \$500 million) designed to prevent and remove pollutants from our regional waterways and the ocean, consequently protecting public safety while helping to meet Federal Clean Water Act regulations. The Taylor Yard G2 Water Quality Improvement Project (“Prop O Project”) will capture stormwater and urban runoff from the nearby Eagle Rock and Cypress Park watersheds. Pollutants will be removed from the water using a combination of structural and biological methods, cleaning the water before it enters the LA River. It will also create habitat and open space and provide environmental education opportunities. Construction is estimated for 2024 – 2026.
- C. **G2 River Park (working title)**  
(BOE and MRCA)



The G2 River Park is planned for the approximately 42-acre parcel along the LA River, to restore habitat value, reconnect the community to the LA River, protect and enhance water resources, and provide much-needed open and recreational space in the City. The City intends to remediate and activate the G2 River Park in phases over an approximately 10-year period as implementation and funding are approved. The City Council in June 2022 concurred with the Implementation Feasibility Report prepared by BOE and provided instructions for next steps. Construction is estimated for 2026 – 2028.

**D. Rio de Los Angeles Active Recreation Improvements (BOE and RAP)**

The Parties have secured funding for improvements to sports fields, restrooms, and amenities at RdLA. RAP will operate and maintain these amenities pursuant to the RdLA Lease, subject to approval by RAP's Board of Recreation and Park Commissioners ("RAP Board"). Construction is estimated for 2023 – 2025.

**E. The Nature Conservancy Bowtie Demonstration Project (State Parks)**

The Nature Conservancy (TNC) Demonstration Project ("TNC Demo Project") is a stormwater management and habitat enhancement project at the Bowtie Parcel. The TNC Demo Project will improve water quality, increase biodiversity, enhance wildlife habitat, and provide educational opportunities for visitors and public access to the LA River. TNC is leading this project. The implementation team includes State Parks and Stantec. Construction is estimated for 2024 – 2025.

**F. Bowtie Parcel Long-Term Site Development and Conceptual Design Process (State Parks)**

This process will result in a comprehensive conceptual design for the entire Bowtie parcel, including native wildlife habitat and passive recreation opportunities.

**G. Taylor Yard Equity Strategy (all partners with BOE leading)**

BOE and the Partnership envision the Taylor Yard Equity Strategy as a set of recommendations that respond to potential community impacts related to the Partnership's actions. It will attempt to build on positive effects to help address inequities. Recommendations are expected to address housing security, workforce development, and business retention, among other community priorities.

**H. The Partnership intends to collaborate on monitoring and responding to related happenings, including, but not limited to:**

1. The California High Speed Rail Authority Project planning and implementation.
2. Track removal associated with the Metrolink Tail Track Relocation Project.



3. LADWP Power Line Relocation .
4. Los Angeles River Ecosystem Restoration and Recreation (LARERR) Project  
The LARERR project is a federally authorized project for ecosystem restoration throughout the G1 and G2 properties and along the LA River in the 100-Acre Partnership area. The City purchased G2 as part of its role as a local sponsor of LARER, which also extends across the Bowtie.

## **II. GOALS AND SHARED AGREEMENTS**

### **Article 3. Goals**

The Parties share the overarching goal to collaborate on the transformation of 100 acres of publicly owned parcels into a significantly restored signature park. The Parties intend for the Project to be consistent with the City's vision, as documented in the Los Angeles River Revitalization Master Plan, and for the Project to be a home for restored habitats, habitat-friendly recreational activities, cultural and educational enrichment, and approximately one mile of access to the LA River's bank. The Parties agree to work collaboratively to:

- A. Maximize resources through collaboration and increased efficiency.
- B. Identify opportunities to expand the Partnership's financial resources, including but not limited to additional revenue-generating sources, grants, philanthropy, and direct public funding.
- C. Create a cohesive public open space that advances revitalization of the LA River and that intends to:
  1. Increase public access to open space.
  2. Establish seamless connections and user experiences, even across jurisdictional boundaries.
  3. Enhance ecosystem values along the LA River and throughout the park.
  4. Provide programming, activation, and operations as compatible with the development of native wildlife habitat.
- D. Support and create local jobs to preserve financial resources in the community and strengthen local businesses.
- E. Develop and implement strategies to avoid and mitigate immediate and secondary impacts of gentrification and displacement in the community surrounding the Project and drive towards racial and ethnic equity in access to park space, cultural resources, and recreational activities.
- F. Engage local communities and stakeholders in shaping the Project's development and its operation according to the following principles:

1. Engagement activities should be family-friendly, participatory, and inclusive.
  2. Materials should be written in the target community's predominant languages as much as is feasible.
  3. When feasible, all events should have simultaneous interpretation in the target community's predominant languages.
  4. Engagement events should take place outside of regular working hours as much as possible, and there should be sufficient meetings provided at various times.
  5. Materials and research should be based in science and data, best practices in participatory engagement, and excellence in design; and
  6. The Parties should provide ample notice of meetings and events (i.e., at least two weeks).
- G. Enhance artistic and cultural resources for the Project.
- H. Mitigate environmental impacts on water quality, air quality, and other environmental resources.
- I. Prioritize existing residents and communities, businesses, and institutions.
- J. Work together on remediation of the existing railroad brownfield contamination, and ensure that the cleanup allows the site to be safe, clean, and the remediation process is protective of the surrounding community.

#### **Article 4. Purpose of MOU**

The purpose of this MOU is to establish agreement of the Parties on the priorities and expectations relating to the development and long-term management of the Project. As outlined herein, this MOU describes the Parties' responsibilities and represents the Parties' shared agreement to work cooperatively to achieve goals outlined in the Partnership Letter of Intent (Attachment A) and Section II, Article 3 of this MOU. This MOU:

- A. States expectations, relationships, roles and responsibilities, and desired outcomes, but does not include or impose legal or contractual obligations.
- B. Establishes a protocol for collaborative involvement in community engagement.
- C. Facilitates collaborative financial management and identification of additional potential funding sources.
- D. Develops a roadmap for design and implementation of current and future outcomes.



- E. Outlines roles of the Parties in the future concept development, construction, funding, management, and operations and maintenance of the facilities in the Project Area.
- F. Describes the Parties' intent to explore the creation of a collaborative Joint Powers Authority ("JPA") that could manage implementation of the Partnership's vision and assume the long-term governance, operations, and maintenance responsibilities for the Project Area (see Section III, Article 8).
- G. Describes the Parties' intent to form a Partnership Operations and Maintenance Task Force ("Partnership O&M Task Force") that intends to manage these.

#### **Article 5. Shared Agreements and Expectations**

The Parties agree to the following to carry out the duties and functions of this MOU:

- A. Use their respective resources, staff, equipment, and facilities.
- B. Work cooperatively to implement its scope, vision, and goals.
- C. Meet regularly to review, discuss, and plan coordination, operation, and management activities.
- D. Coordinate and collaborate in designing, implementing, operating, and maintaining the Project Area.
- E. Work collaboratively to enter into cooperative agreements and explore the delegation of certain responsibilities to individual partners, or to the JPA as set forth in Section III.

### **III. IMPLEMENTATION FRAMEWORK**

#### **Article 6. Interagency Coordination**

##### **A. Joint Efficiencies of the Partnership**

The Parties intend to cooperatively advance the goals of the Partnership as stated in Section II, Article 3 of this MOU. The Parties may enter into agreements to:

1. Transfer funds among each other without assessing administrative fees, to the degree possible, to complete projects contemplated as part of the Partnership.
2. Manage project parcels.
3. Perform cost sharing to gain efficiencies (e.g., common services).
4. Work collaboratively in pursuit of additional funds.



5. Address questions, concerns, and feedback from the public.
6. Conduct community outreach and engagement; and
7. Delineate roles and responsibilities among the Parties for environmental planning and mitigation.

**B. Community Engagement and Outreach**

1. Individual agencies intend to continue undertaking the responsibilities of conducting outreach and engagement for existing projects.

<b>Outreach and Engagement Current Role Matrix</b>	
<b>Project</b>	<b>Lead Agency</b>
1. Taylor Yard Bike/Ped Bridge	City
2. Paseo del Río	City + State Parks + MRCA
3. Taylor Yard G2 Water Quality Improvement Prop O Project	City (BOE + LASAN) + MRCA
4. G2 River Park	City + MRCA
5. Taylor Yard Equity Strategy	City + MRCA + State Parks
6. Rio de Los Angeles Active Recreation Improvements	State Parks + City
7. The Nature Conservancy Bowtie Demonstration Project	State Parks

2. The Parties endeavor to maintain consistent messaging related to activities and engagements in the Project Area.
3. The Parties intend to coordinate all community outreach and engagement activities to ensure that the Parties use resources efficiently and that these activities are consistent.
4. The Parties intend to uphold the agreed-upon community engagement principles stated in Section II, Article 3 of this MOU.
5. The Parties have established public-facing branding, logos, a website, social media, and the 100 Acre Partnership at Taylor Yard nomenclature; and the Parties will continue to consistently utilize these resources with the public to show unity and reduce public confusion.

**C. Design and Programming**

1. The Parties intend to continue unified, cohesive, and innovative designs, and to pursue collaborative consultant and contractor selection processes for all Project Area projects including the following, and not limited to:



- a. Los Angeles River Ecosystem Restoration and Recreation (LARERR).
  - b. Paseo del Río.
  - c. G2 River Park.
  - d. Taylor Yard G2 Water Quality Improvement Prop O Project.
  - e. Bowtie Parcel Long-Term Site Development and Conceptual Design Process.
  - f. TNC Demonstration Project.
  - g. Rio de Los Angeles State Park improvements
2. State Parks intends to continue leading the planning, public affairs, community engagement, and programming for passive recreation activities, including arts and culture, health, education, and interpretive tours on Bowtie.
  3. RAP intends to continue to work with the State to provide RAP-approved active recreation and related programming on RdLA under the RdLA Lease.
  4. The Parties may enter into separate agreements for the design and delivery of specific projects.

**D. Operations and Maintenance (O&M)**

The Parties agree to form a Partnership O&M Task Force to collectively establish goals, an overall approach, and standards for operations and maintenance of the Project Area.

1. Notwithstanding the collective establishment of goals and a scope of work for the overall Project Area, individual Parties intend to continue to be responsible for the operation and maintenance of projects located on parcels under their ownership within the Project Area.
2. Individual agencies intend to identify specific operations and maintenance tasks for each project located on parcels under their ownership and control.
3. Operational responsibilities for projects within the Project Area may be exchanged among the Parties when the Parties agree that such an exchange would result in more effective management, or contracted out to external parties.

**E. Financial Management and Resources**

1. The Parties intend to raise, secure, and identify funds to deliver and operate projects and programming to fulfill Partnership goals.



2. The Parties agree to carry out financial management responsibilities for the parcels under their respective ownership and control in a way that is beneficial to the larger Project Area.
3. The Parties agree to continue providing staff support to accomplish the intent of this MOU.
4. The Parties intend to continue to seek, receive, manage, and expend grant funding proactively collaboratively.
5. As discussed in Section III, Article 6, the Parties may in the future assign financial management duties to a JPA, to the extent allowed by the City Charter and applicable State and Federal law.

#### **F. Reporting**

1. On behalf of the City, BOE intends to be the lead agency, in collaboration with the other Parties, on creating annual reports on the activities and accomplishments of the Partnership.
2. The Parties intend for all such reports to use the Partnership branding and formatting.

#### **G. Natural and Cultural Resource Protection**

1. The Parties intend to be responsible for carrying out resource protection responsibilities for the parcels under their respective ownership.
2. The Parties intend for cultural resource protection measures to abide by each entity's legal guidance based on parcel ownership.
3. The Parties intend for natural resource protection measures to abide by the applicable local, state, and federal resource protection requirements.
4. The Taylor Yard G1 parcel and the Taylor Yard G2 parcel each contain features of the historic Taylor Yard. State Parks intends to coordinate with the City on a joint historical evaluation of the G1 and G2 parcels as one cultural resource.

### **Article 7. Exploration of a 100 Acre Partnership Joint Powers Authority**

The Parties intend in good faith to explore the possible formation of a collaborative Joint Powers Authority that could manage implementation of the Partnership's vision and assume the long-term governance, operations, and maintenance responsibilities for the Project Area, while remaining consistent with the responsibilities and requirements imposed on certain of the Parties by the City Charter:

#### **A. Goals and attributes to investigate for the Joint Powers Authority**



1. Uphold and implement the goals of the Partnership, as stated in Section II, Article 3 of this MOU.
2. Create and preserve a world-class, physically connected, and unified public open space on the 100-acre Project Area.
3. Operate and maintain all features of the 100 Acre Partnership Project Area.
4. Enable the Parties to maximize efficiency, avoid redundancy, and minimize costs through collaboration and sharing of resources.
5. Develop a sustainable operating budget and revenue sources.
6. Governance by a Board of Directors that includes representation from each of the Parties and the community.
7. Management structure that includes an Executive Director and staff.
8. Effective funding approaches and potential contributions by the Parties.
9. The ability to seek and administer grant funding and raise funds from a variety of sources.
10. Authority to provide activation and programming of the Project Area.
11. The ability to contract and partner with the Parties and other agencies, organizations, and vendors to carry out its mission and duties.
12. The ability to design, develop, and deliver capital improvements.
13. Lead engagement and community outreach on behalf of the Partnership.

**Article 8. Individual Agency Implementation Actions**

The Parties agree to collaboratively implement the following near-term actions to effectuate the implementation framework:

**A. STATE PARKS**, in consultation with the other Parties, intends to:

1. Establish separate remediation agreements with state Department of Toxic Substances Control (DTSC) for G1 and TNC Demo Project.
2. Enter into right of entry agreement with the City for access points on the G1 Parcel for the Prop O Project.
3. Enter into right of entry and long-term operation and maintenance agreement with the City for long-term maintenance of water filtration pump for the Prop O Project and TNC Demo Project.

4. Determine the role of its Park Rangers in maintaining public safety on the G1 Parcel and Paseo del Río project sites.
5. Coordinate with the City on a joint historical evaluation of the G1 and G2 parcels; and
6. Apply for grants to fund Rio de Los Angeles Active Recreation improvements.

**B. MRCA, in consultation with the other Parties, intends to:**

1. Support remediation agreement with DTSC for the G2 Parcel, pending DTSC approval.
2. Identify potential funding sources from State Legislature and Congressional Earmarks for remediation.
3. Determine the role of its Park Rangers in maintaining public safety on the G2 Parcel and Paseo del Río project sites.

**C. CITY, in consultation with the other Parties, intends to:**

1. Complete implementation and feasibility analysis for Taylor Yard G2 River Park Project.
2. Enter into remediation agreement with DTSC for G2 Parcel, pending DTSC approval.
3. Determine the role of LAPD in cooperating with State Parks and MRCA Park Rangers in maintaining public safety on the G2 Parcel and Paseo del Río project sites.
4. Coordinate with State Parks on a joint historical evaluation of the G1 and G2 parcels.
5. Enter into right of entry agreement with State Parks for access points on G1 parcel for the Prop O Project.
6. Enter into right of entry and long-term operation and maintenance agreement with State Parks for long-term maintenance of water filtration pump for Prop O Project and the TNC Demo Project.
7. Enter into agreement(s) with Metrolink regarding the Tail Track Relocation Project.
8. Continue providing updates on Paseo del Río and the Prop O Project as part of its Taylor Yard G2 reporting process.



9. Establish agreement with the USACE about LARERR project implementation.
10. Release the Taylor Yard Equity Strategy to gather public feedback and coordinating with the Parties on the scope and workplan(s) for the strategy.
11. Apply for grants to fund Rio de Los Angeles Active Recreation improvements.
12. Begin design and implementation process for Rio de Los Angeles Active Recreation improvements to sports fields and amenities.

**IV. ADDITIONAL PARTIES**

The Parties intend to develop a process for including additional partners as Parties, as appropriate and necessary, upon review and agreement by all Parties subject to this MOU.

**V. FAIR OPERATION OF MEMORANDUM OF UNDERSTANDING**

In entering into this MOU, the Parties recognize that it is impracticable to make provisions for every contingency that may arise during the life of the MOU. The Parties concur in the principle that the MOU intends to operate among them with fairness and without detriment to the interest of any Party. If, in the course of the performance of this MOU, an infringement of this principle is anticipated or disclosed, the Parties intend to promptly consult together in good faith and intend to endeavor to agree upon action that may be necessary to remove the cause or causes of infringement. In the case of unresolved conflict, deference will be given to the property-owning agency.

**VI. PROPERTY UTILIZATION AND DISPOSITION**

- A. The Parties may, as is advantageous and necessary to achieve the Objectives of this MOU, share property, equipment, and facility.
- B. Any tools, equipment, material, or other property supplied by a Party shall remain its own. Each Party agrees to properly safeguard and avoid causing damage to each other's property. Reimbursement or replacement for loss or damage to the other Party's property shall be handled in accordance with the responsible Party's policy.
- C. Terms and Conditions to the access to and use of each River Party's property, equipment, and facilities shall be detailed in each project agreement as necessary.

**VII. TERM OF AGREEMENT**

**A. Effective Date**

This MOU shall be effective for 10 years from the date of execution of this MOU by all the Parties "Effective Date", unless earlier terminated. The Parties contemplate a long-term relationship and to that end, no later than 1 year prior to



the end of the term, the Parties agree to commence discussions regarding an extension of this MOU.

**B. Termination**

Any of the Parties may terminate its participation in this MOU by providing one hundred-eighty (180) days written notice to the other Parties.

**C. Amendment Process**

This MOU represents the entire understanding of the Parties. No prior oral or written understanding shall be of any force or effect with respect to those matters specifically covered in this MOU. This MOU may be modified only in writing executed by the Parties.

**VIII. AUTHORIZING SIGNATURES**

IN WITNESS THEREOF, Parties have executed the MOU this \_\_\_\_ day of \_\_\_\_ 2022.

“CITY”  
CITY OF LOS ANGELES,  
a municipal corporation and California Charter City acting by and through its Bureau of Engineering, LA Sanitation and Environment, and Department of Recreation and Parks.

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

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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



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

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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

APPROVED AS TO FORM:

Michael Feuer, City Attorney

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

Title: \_\_\_\_\_

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

ATTEST:

Holly Wolcott, City Clerk

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

Title: \_\_\_\_\_

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

“MRCA”

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY,

a joint exercise of powers agency established pursuant to Government Code Section 6500, *et seq.*

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

Joseph T. Edmiston, Executive Officer

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

Title: \_\_\_\_\_

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

ATTEST:

Jeffrey Koji Maloney, Staff Council

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

Title: \_\_\_\_\_

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



**"STATE PARKS"**

**CALIFORNIA STATE PARKS**, a public agency responsible for managing park land in the State of California.

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

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

Title: \_\_\_\_\_

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

**ATTEST:**

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

Title: \_\_\_\_\_

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