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City of South Gate  
CITY COUNCIL

Item No. 14

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

10:45am

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Public Works

Department Director:

*Arturo Cervantes*  
Arturo Cervantes

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH RIVERLA TO PURSUE GRANT FUNDING AND TO PREPARE A FEASIBILITY STUDY**

**PURPOSE:** Efforts are underway to revitalize the Los Angeles River. To further these efforts, staff is proposing a partnership with Los Angeles River Revitalization Corporation (RiverLA) to assess the feasibility of constructing a new park in the Los Angeles River. The City Council is recommended to approve a Memorandum of Understanding (MOU) to memorialize the partnership. The MOU authorizes RiverLA to pursue grant funds for a feasibility study and to prepare it, if funding is secured.

**RECOMMENDED ACTIONS:**

- a. Approve a Memorandum of Understanding with the RiverLA to pursue grant funding to prepare a feasibility study for the construction of a new park in the Los Angeles River, for a three-year term, at no cost to the City; and
- b. Authorize the Mayor to execute the Memorandum of Understanding in a form acceptable to the City Attorney.

**FISCAL IMPACT:** None.

**ANALYSIS:** The Lower Los Angeles River is undergoing revitalization. This has generated interest in the region for planning and funding projects that accomplish that. It has also created funding opportunities for agencies with projects that are shovel ready. The City continues to position itself to advance the revitalization efforts within the City limits. The proposal to partner with RiverLA is an opportunity to continue that. Under the MOU, RiverLA proposes to pursue grant funding to advance the revitalization effort. RiverLA is envisioning constructing a new park in the Los Angeles River. Through the MOU, RiverLA will partner with the City to pursue grant funds for a feasibility study, and to prepare it, if funding is received.

It is beneficial to partner with RiverLA. RiverLA is a national non-profit organization founded in 2009. RiverLA has partnered with agencies to implement numerous projects across the 51 miles of the Los Angeles River. RiverLA projects include their work on the "La Kretz Crossing", the first multi-modal cable-stayed bridge of its kind over the river, and their Greenway 2020, a project to create a continuous 51 mile greenway and bike path.

**BACKGROUND:** In recent years, Federal, State, local agencies, environmental and community groups have been working together to revitalize the 51 miles of the Los Angeles River from Canoga Park to Long Beach. Most recently, under the guidance of Assembly Bill 530, the region developed the Lower Los Angeles River Revitalization Plan. This plan proposes a suite of improvements in South

Gate, at the confluence point between the Los Angeles River and the Rio Hondo Channel. This includes new parks, trails, park bridges, and numerous other recreation and greening improvements. The MOU is a step towards the revitalization of the Los Angeles River. Highlights of the MOU are the following:

- The City and RiverLA will cooperate to pursue grant funds for a feasibility study, design and construction of a project that envisions constructing a park in the Los Angeles River, located near the confluence point with the Rio Hondo Channel.
- RiverLA will provide grant writing services, at no cost to the City.
- RiverLA will take the lead to prepare the feasibility study, if grant funds are received.
- RiverLA will continue to identify potential funding sources for other phases (design and construction) of the project.
- The MOU will be in effect for a term of 36 months.

**ATTACHMENTS:** A. Proposed MOU with River LA  
B. Proposed Project Location Map

GD:lc

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SOUTH GATE AND RIVERLA**

This Memorandum of Understanding (“MOU”) is made and entered on February 26, 2019 by and between the City of South Gate, a California municipal corporation (“City”), and the Los Angeles River Revitalization Corporation, a California non-profit public benefit corporation (“RiverLA”) (individually, a “Party” and collectively the “Parties”).

**RECITALS**

A. **WHEREAS**, RiverLA has been meeting with City staff over the last several months to discuss the development of green infrastructure and an urban park located in the Los Angeles River within the City’s jurisdiction (“Project”).

B. **WHEREAS**, the City has expressed a desire to improve the urban landscape along the Los Angeles River, and encourage the initiation of a feasibility study to determine whether the Project is viable, constructible, and environmentally sustainable.

C. **WHEREAS**, there is a need to secure funding to perform a feasibility study for the Project and that the Parties have identified multiple funding entities as potential sources of funding for such work.

D. **WHEREAS**, the Parties are continuing to work to identify other potential sources of funding for such work and for other aspects of the Project.

E. **WHEREAS**, the Parties desire to cooperate in securing grant funding for the performance of a feasibility study for the Project and desire to set forth their mutual rights and obligations with respect to such a partnership.

**NOW, THEREFORE**, it is mutually agreed by and among the undersigned parties as follows:

1. **Grant Funding**. During the Term of this MOU, as defined in Section 5 below, the Parties will coordinate and cooperate to secure grant funding from any mutually agreeable funding sources to pay for a feasibility study for the Project and other aspects of the Project. Should any such grant or grants be insufficient to fully fund a feasibility study for the Project, the Parties will continue to coordinate and cooperate to secure additional grant funding to complete said study.

2. **Application Process**. RiverLA shall lead the grant application process to secure additional funding to fully fund a feasibility study for the Project and to fund other aspects of the Project. RiverLA and the City shall jointly agree upon whether RiverLA or the City will be the grant applicants.

3. **City Right to Modify or Reject**. The City retains the right to review and modify any grant applications made in partnership with RiverLA seeking funds for any aspect of the Project, including without limitation a feasibility study for the Project. The City may direct

RiverLA not to apply for any grant in partnership with the City, if the City determines that the conditions of such a grant are not in the City's best interest.

4. Post-Award. If a grant or grants subject to this MOU are awarded to the City or RiverLA, but are insufficient to fully fund a feasibility study for the Project or any other aspect of the Project, the Parties shall meet and confer within thirty (30) days of the most recent grant award to identify additional grant funding sources and develop a plan to secure additional grant funding. If a grant or grants subject to this MOU are sufficient to fund a feasibility study (or any other aspect of the Project which is the subject of the grant), the Parties shall meet and confer within thirty (30) days of the grant award(s), to develop a plan for the administration of grant funds. This may include, but is not limited to, an agreement determining how the grant funds shall be used and administered in accordance with any grant agreement required by the grantor, as well as the selection and oversight of any consultants necessary to perform a feasibility study or other aspects of the Project for which the grant was awarded.

5. Term. Unless sooner terminated by either Party at its sole election, the term of this MOU ("Term") shall be 36 months from the date on which the last of the Parties, whether RiverLA or the City, executed this MOU ("Effective Date"). Should an extension of time be required, RiverLA and the City Manager shall negotiate in good faith to extend the Term.

6. Miscellaneous.

a. The MOU may be executed in counterparts, each of which shall be considered a duplicate original.

b. This Agreement may be amended or modified only in a writing signed by RiverLA and City.

c. The City shall cooperate with and support (at no expense to the City) RiverLA in the grant application process.

d. This MOU contains the entire understanding between the Parties as of the Effective Date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this MOU.

e. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the City Manager or his or her designee in his or her sole discretion.

f. If any provision of this MOU is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this MOU, and all such other provisions shall remain in full force and effect.

g. Neither of the Parties shall be liable to the other for any indirect, incidental, special, or consequential damages, however caused, whether as a consequence of the negligence of one Party or otherwise.

h. Any demand upon or notice required or permitted to be given by one Party to the other shall be in writing, shall be made in the following manner, and shall be effective (a) upon receipt if given by personal delivery, (b) on the date indicated on the receipt if given by certified or registered mail, return receipt requested, or (c) on the succeeding business day after mailing or deposit if given by Express Mail or by deposit with a private delivery service of general use (e.g. Federal Express), postage or fee paid, as appropriate, specifying next-business-day delivery and addressed to the parties as provided below. Notice of a change of address shall be given by written notice in the manner set forth in this section. For the purposes of this MOU, all information, requests, or other business including any demand upon a party or notice pursuant hereto shall be coordinated through the following agency representatives:

The principal representative of the City shall be:

Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works  
Public Works Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

The principal representative of the Consultant shall be:

Angela Barranco  
Chief Executive Director  
Los Angeles River Revitalization Corporation  
525 S. Hewitt Street  
Los Angeles, CA 90013

i. This MOU shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. Neither Party shall assign its interest in the MOU without the prior written consent of the other Party.

j. This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

[Signatures to follow]

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF SOUTH GATE AND RIVERLA**

IN WITNESS WHEREOF, the parties have executed this MOU as of the Effective Date and attested by their respective officers thereunto duly authorized.

**"CITY"**  
**CITY OF SOUTH GATE**

By: \_\_\_\_\_  
María Belén Bernal, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

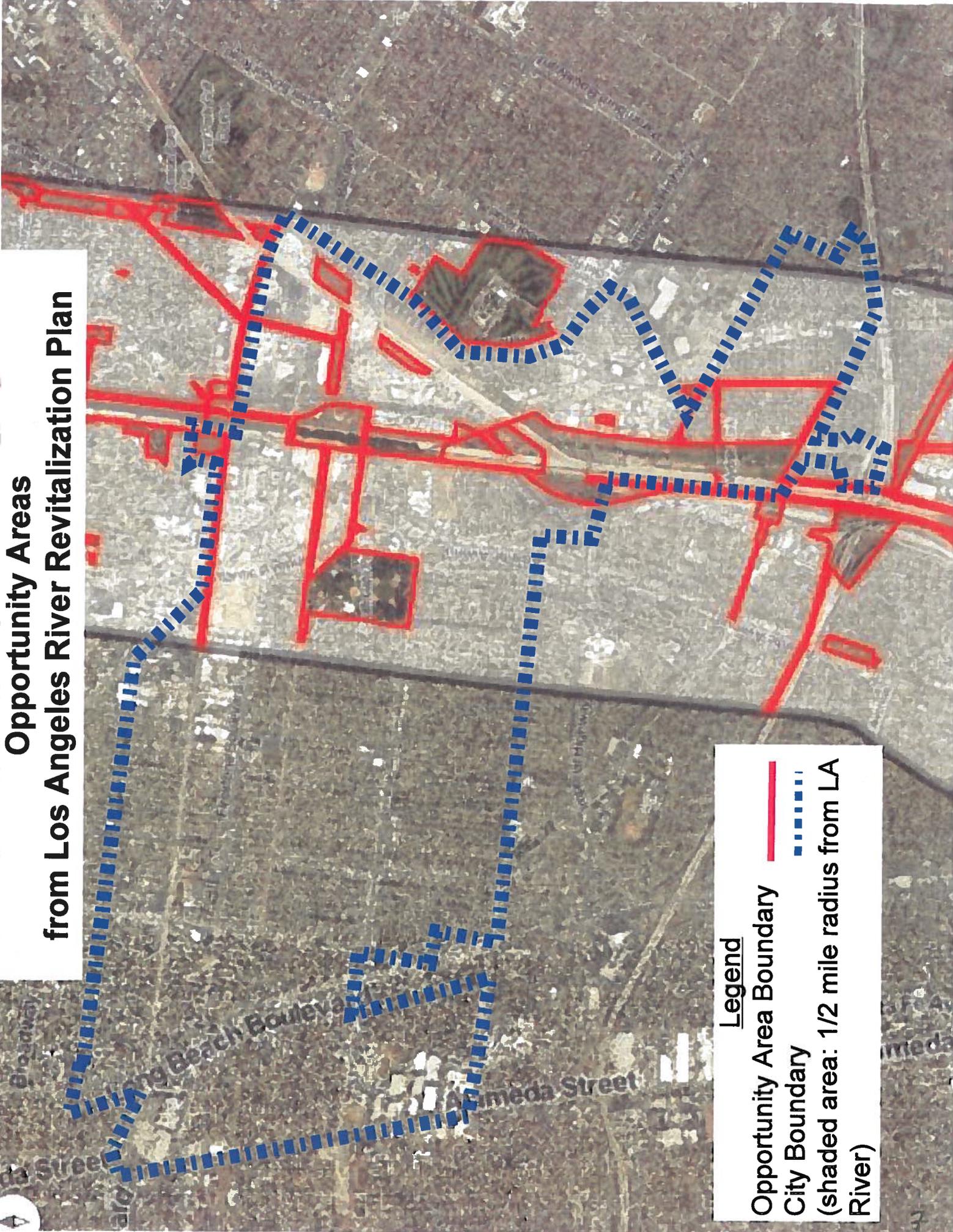
By:  \_\_\_\_\_  
Raul F. Salinas, City Attorney

**"RIVERLA"**  
**LOS ANGELES RIVER**  
**REVITALIZATION CORPORATION**

By: \_\_\_\_\_  
Angela Barranco, Chief Executive Officer

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

# Opportunity Areas from Los Angeles River Revitalization Plan



**Legend**

- Opportunity Area Boundary
- City Boundary
- (shaded area: 1/2 mile radius from LA River)