

**34262**

**AGREEMENT BETWEEN  
THE CITY OF LONG BEACH AND THE LOS ANGELES RIVER REVITALIZATION  
CORPORATION (RIVERLA)**

**REGARDING DESIGN SERVICES FOR THE LOS ANGELES RIVER**

This Agreement is made and entered into as of the date of the last signature set forth below by and between the City of Long Beach (“City”), a municipal corporation, and the Los Angeles River Revitalization Corporation (“RiverLA”), a California nonprofit corporation. Collectively, these entities shall be known as the “Parties” or individually as “Party.”

**WITNESSETH**

WHEREAS, the Los Angeles River (“LA River”) is located partly within the jurisdiction of the City of Long Beach; and

WHEREAS, the City desires to investigate and study options to improve and revitalize the LA River to the benefit of its residents; and

WHEREAS, RiverLA was established with the primary mission to improve people’s lives through improving the design and aesthetics of the LA River and adjacent land uses, and to advocate for LA River friendly policies and programs; and

WHEREAS, RiverLA possesses the skills to conduct studies and perform analyses to assist in formulating policies and programs to improve the LA River and adjacent land uses; and

WHEREAS, the City desires to utilize the services of RiverLA and cooperate with RiverLA in formulating policies and programs to improve the LA River and adjacent land uses;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, the Parties agree as follows:

**1. RECITALS**

The recitals set forth above are fully incorporated into this Agreement.

**2. PURPOSE**

The purpose of this Agreement is to cooperatively study and analyze policies and programs to improve the LA River and surrounding land uses with the ultimate objective of contributing to the creation of a Design Strategic Implementation Plan for the entire 51 miles of the LA River.

**3. COOPERATION**

The Parties shall cooperate with one another to attain the purpose of this Agreement and as necessary to carry out the responsibilities of each Party. Cooperation shall include but not be limited to sharing non-confidential information and granting access rights to RiverLA on, under, and across the City's property and facilities, as necessary and convenient.

**4. RESPONSIBILITIES OF PARTIES**

**A. RIVERLA RESPONSIBILITIES**

RiverLA shall perform investigations, studies and analyses of the LA River to determine potential design measures that would improve the aesthetics of the river itself and adjacent land uses and lead to economic improvements. RiverLA will also investigate and develop policies and programs to achieve the purpose of this MOU, including options to preserve and create public spaces along the river. RiverLA shall share with the City all data and non-confidential information in its possession pertaining to the LA River as necessary and convenient to attain the purpose of this MOU. RiverLA shall present the results of its investigations, studies, and analyses to the City for consideration and potential implementation. Detail of tasks and deliverables are shown in Exhibit A.

**B. CITY RESPONSIBILITIES**

The City shall provide data and other non-confidential information to RiverLA as necessary and convenient to assist RiverLA in performing its responsibilities under this Agreement, and make itself and its resources reasonably available to RiverLA. The City shall give good faith consideration to adopting and implementing any reasonable measures, policies, or programs that RiverLA develops and recommends.

The City shall provide RiverLA \$250,000 towards the investigations, studies and analysis of the LA River.

**5. TERM**

This Agreement shall become effective on the last date of execution by the Parties, and shall remain in effect for 12-weeks.

**6. INDEMNIFICATION**

Each Party shall indemnify, defend, and hold harmless the other Party, including its officials, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and witness fees), arising from or connected with the respective acts of each Party arising from or related to this MOU; provided, however, that neither Party shall indemnify the other for that Party's own negligence or willful misconduct.

## **7. TERMINATION**

This Agreement may be terminated upon the express written agreement of the Parties or upon 30 days written notice of intent to terminate from either Party delivered to the other. Completed work shall be owned by both Parties. Rights to uncompleted work being performed for either Party under separate agreement shall be held by the Party who funds the completion of the work.

## **8. NOTICES**

Any notices, reports, or other documents related to this MOU, and any request, demand, or other communication, shall be in writing and shall be delivered to the representative of the Party at the address set forth below. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) the address set forth below.

Omar Brownson, Executive Director  
RIVER LA  
525 S Hewitt Street  
Los Angeles, 90013

Arturo M Sanchez, Deputy City Manager  
City of Long Beach  
333 W Ocean Blvd, 13<sup>th</sup> fl  
Long Beach CA 90802

## **9. RELATIONSHIP OF THE PARTIES**

The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of the other Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose to be an agent, employee, or officer of the other Party.

## **10. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.

## **11. AMENDMENT**

The terms and provisions of this Agreement may not be amended, modified, or waived, except by an instrument in writing signed by both Parties.

**12. LAW TO GOVERN AND VENUE**

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts lies exclusively in the County of Los Angeles.

**13. NO PRESUMPTION IN DRAFTING**

The Parties agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the Parties with respect to the subject to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

**15. SEVERABILITY**

If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).

**16. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

**17. REPRESENTATION BY COUNSEL**

All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

**THE CITY OF LONG BEACH**  
A municipal corporation

**THE LOS ANGELES RIVER  
REVITALIZATION CORPORATION,**  
a California non-profit corporation

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.  
By: *[Signature]*  
Name: Patrick H. West  
Title: City Manager  
May 23, 2016

By: *[Signature]*  
Name: Cynthia J. Korte  
Title: COO

APPROVED AS TO FORM  
5-16, 2016  
CHARLES PARKIN, City Attorney  
By: *[Signature]*  
AMY R. WEBBER  
DEPUTY CITY ATTORNEY

## Exhibit "A"

### Tasks and Deliverables



- Launch engagement assessment for communities within Lower LA River reaches.
- Conduct Initial Outreach within Lower LA River reaches.
- Collect feedback/dialogue results received (online and offline) for further cultivation.
- Provide a baseline on where the communities within the Lower LA River reaches currently stand on the project overall, but, more importantly, how they would like to be engaged in the process, what mediums they find most useful, what messengers they trust, and how likely they would be to participate in various engagement tactics over the time needed to launch a public capital campaign/initiative
- Present 'Initial Findings Report' with lessoned learned, refined audiences personas and metrics identified to track our progress on desired outcomes.

**Task Six - Project Management and Administration**

Objective

Ensure project deliverables are completed on time and within budget by creating realistic project plans, estimating time and effort, and managing team coordination in an effective manner.

**Consultant & Program Management**

- Act as change control barrier for project and implement change control management system for core technical design and engineering team.
- Chair and minute weekly core technical design and engineering team meetings.
- Schedule follow up meetings and conference calls as necessary.
- Prepare summary reports of weekly progress to distribute to relevant Board members and committee chairs.
- Define Program Management needs for Phase 2.

**Contract Management**

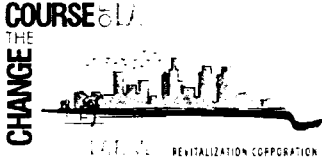
- Guide and make recommendations regarding contracting relationships and structures.
- Guide and make recommendations regarding negotiating and executing agreements with consultants.
- Lead negotiation meetings as needed to execute final agreements with consultants.

**Cash Flow Budget & Schedule Management**

- Preparation of Master Cash Flow Budget & Schedule and management of core technical team to adhere to Master Cash Flow Budget & Schedule.
- Conduct budget cost management for and cost reporting on a weekly basis.
- Identify and assist with resolving technical, schedule, and/or budget issues that arise with the design tasks.

**SCOPE OF WORK TASK TIMELINE:**

Task #	Deliverable	DRAFT Approx. Completion Date
1	Basis of Design Testing	Week 4
2	Data Acquisition and Analysis	Week 8
3	Water Resources Research and Benefits Estimation	Week 8
4	Initial Beta Tests and Econometrics	Week 12



- Explore available funding sources and suggested metrics for selected design interventions/capital improvements within Long Beach and the Lower LA River reaches to prepare approach to quantifiable community benefits and positive economic impacts.
- Quantify capital funding sources aligned with expected implementation costs based on per-acre benchmarks for similarly complex, infrastructure-intensive urban projects.

### Deliverables

- Demonstrate best approach to depict concept designs for selected beta tested areas within Long Beach and selected Lower LA River reaches
- Demonstrate best approach to depict conceptual ecological habitat and pedestrian access profiles, based upon flood profile models, within Long Beach and selected Lower LA River reaches
- Demonstrate needed engineering approaches in hydrologic, hydrodynamic, and hydraulic support for future concept designs of selected intervention/capital improvement sites within Long Beach and selected Lower LA River reaches
- Proposed intervention/capital improvement ideas of designs for select locations within Long Beach and Lower LA River reaches.
- Documentation of initial beta testing thoughts for Long Beach and selected Lower LA River reaches that may include drawings, 3D models, and physical models at appropriate scale.
- Establish methodology for the econometric analysis of the benefits created by the Evaluation Criteria

### **Task Five – Public Engagement**

#### Objective

Propose an engagement strategy (with timeline) for communities within Long Beach and Lower LA River reaches that builds a robust public dialogue around the vision for a seamless, iconic experience along the river. The citizens who live along the river in Long Beach and the Lower reaches will be included in this revitalization process so that they feel a sense of ownership in its success. The engagement strategy can be built as a product of stakeholder input and create a process that fosters a two-way, engaging conversation with citizens, organizations and communities within the Lower LA River reaches in partnership with the AB 530 (Rendon) Lower LA River Working Group.

#### Activities

- Undertake a landscape analysis of the types of engagement strategies that have and have not worked with similar projects nationwide.
- Under-go a data assessment of the population most impacted by the revitalization project within the Lower LA River reaches.
- Design several instruments, such as surveying, focus group and interview questions and programs for Lower LA River dialogues.
- Engage targeted key stakeholders and constituencies within Lower LA River reaches through possible efforts such as public opinion surveys, in-person interviews, one-on-one meetings and focus groups (multi-lingual approach required).
- Conduct public and stakeholder dialogues with members of the design and technical teams as needed.

### Deliverables



- Review of the Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Recycle Facility Project for its incorporation into the Long Beach water resource attributes analysis
- Develop a framework for how to obtain, develop, or create data not readily available.
- Obtain/develop water supply data for lands within Long Beach and the Lower LA River reaches (scaling up from readily available data may need to occur).
- Obtain/develop water demand data for lands within Long Beach and Lower LA River reaches (scaling up from readily available data may need to occur).
- Provide GIS data for future CMS to enable spatial prioritization of potential intervention/capital improvement locations with respect to water demand and supply.
- Develop an estimation of the realistic potential Long Beach and select Lower LA River reaches may provide to the region's water supply portfolio.
- Develop a framework for accurately calculating the realistic potential Long Beach and select Lower LA River reaches may provide to the region's water supply for future Phases.

#### Deliverables

- "Summary Technical Memorandum"
- Framework for developing difficult data sets for future Phases.
- Framework for more accurate calculations for future Phases.
- Water resource maps for Lower LA River reaches.

#### **Task Four – Initial Beta Tests and Econometrics**

##### Objective

Based on "Basis of Design Testing" Task One, begin to narrow down locations within Long Beach and Lower LA River reaches to identify best approach to test design process methodology, including more detailed hydrology analysis. Demonstrate best approach to depict concept designs by offering programmatic definitions as solutions. Determine types of designs that would pass "do no harm" criteria with respect to the USACE design discharge, as well as function intended, like usable public space, up to the intervention design flow rate. Propose possible capital improvement recommendations based on beta test analysis, if applicable. Develop economic valuation methodology to analyze public benefits for evaluation criteria.

##### Activities

- Provide creative and hydraulic input approach for interventions/capital improvement designs.
- Determine best approach to implementing interventions as capital improvement recommendations (e.g., changes to channel shape, widening of low-flow channel, landscaping) into 1-D and/or 2-D model for Long Beach and selected Lower LA River reaches to be beta tested.
- Determine best approach to depict concept landscape designs for selected beta tested areas.
- Determine best approach to depict conceptual ecological habitat and pedestrian access profiles, based upon flood profile models.
- Determine needed engineering approaches in hydrologic, hydrodynamic, and hydraulic support for future concept designs of selected intervention/capital improvement sites within Lower LA River reaches.



- Develop a framework for how to obtain, develop, or create “difficult to obtain data” (e.g., aging infrastructure).
- Prepare for GIS data inclusion in future CMS that enables spatial prioritization of potential intervention/capital improvement locations within Long Beach and select Lower LA River reaches with respect to water quality and water supply (recharge).
- Provide ecosystem services analysis for Long Beach and select Lower LA River reaches.
- Determine Long Beach and select Lower LA River reaches’ site improvement costs/site maintenance O&M analysis.
- Quantify public health benefit assessment including consideration of urban growth, public health and access to open space within Long Beach and select Lower LA River reaches.
- Coordinate and supply ecosystem services and public health benefit datasets for future CMS.

**Deliverables**

- Water resource and land-use data and maps for Long Beach and select Lower LA River reaches.
- Framework for how to obtain, develop, or create additional data.
- Produce GIS maps as data inclusion for future CMS.
- Compilation of ecosystem services data and analysis for Long Beach and select Lower LA River reaches.
- Compilation of public health benefit data and analysis for Long Beach and select Lower LA River reaches.
- Compilation of and analysis of site improvement costs/site maintenance data and analysis for Long Beach and select Lower LA River reaches.
- Conduct precedent analysis, based off of data for Long Beach and select Lower LA River reaches, of stewardship and management of arid river systems.

**Task Three – Water Resources Research and Benefits Estimation**

**Objective**

The objective of this task is to estimate and understand the volumes of water within the Lower LA River reaches originating in the tributary watersheds and entering the system from wastewater discharges, urban runoff, springs and seeps, and groundwater upwelling. Additionally, this task will explore the range of demands on the water within Long Beach and select Lower LA River reaches to determine how to address the increased need for local water supply.

**Activities**

- Develop water resource attributes and appropriate siting of such attributes for Long Beach and select areas within the Lower LA River reaches
  - Water quality enhancements for low flow conditions and potential intervention design flow conditions from tributary storm drains
  - Aquifer recharge opportunities within Long Beach and select Lower LA River reaches, with potential to divert flows
  - Analysis of surface/subsurface storage for non-potable direct use and potentially potable direct use within Long Beach and select Lower LA River reaches



The primary objective of this task is to provide information on flow rate and stage data within Long Beach and select Lower LA River reaches to enable the design team to develop initial concepts, select an initial “functional flow rate” for Long Beach and select Lower LA River reaches and select sites for more detailed evaluations across transparent criteria (or “Evaluation Criteria” such as flood control, water quality, water reclamation, recreation, public health, transportation, etc.). In addition, an understanding of capacity for Long Beach and select Lower LA River reaches can assist in understanding which reach locations have sufficient capacity to convey the design flow and which reaches do not.

#### Activities

- Obtain historical flow rate and stage data of the Lower LA River from the USACE, LACFCD, the USGS, the City of LA, and other regional entities as available (through actual data collected or extracted from valid models).
- Evaluate Long Beach and select Lower LA River reaches using flow and stage data and the USACE’s 1-D HEC-RAS model and/or 2-D HEC-RAS model (if obtained from the USACE) to identify an appropriate functional design flow rate and percent of time (e.g., 99%) that flow rate is less than the functional flow rate.
- Research design flow rates for Long Beach and select Lower LA River reaches, FEMA flood maps, freeboard requirements, amongst other related research.
- Obtain as-built drawings for Long Beach and select Lower LA River reaches.
- Compile the above information into an analysis to be performed in coordination with the USACE’s HEC-RAS model.
- Start attempts to test 1-D or 2-D HEC-RAS, if obtained, for intervention/capital improvement design flow rates and USACE design discharge.

#### Deliverables

- Analysis (report) of water surface elevation, average velocity, average shear stress, percent of time usable for three flow rates at Long Beach and select Lower LA River reaches.
- Channel cross-section of Lower LA River showing WSE for up to three flow rates.
- Prepare for the 2-D HEC-RAS or possibly the 3-D model for the Lower LA River reaches
- Documentation of Basis of Design Testing that may include drawings, 3D models, and physical models at appropriate scale of Lower LA River reaches
- Determination of areas where channel banks do not have sufficient capacity to contain the design flow and create GIS mapping of these areas.

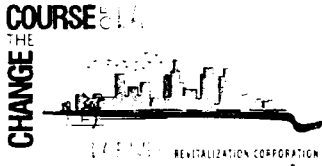
### **Task Two – Data Acquisition**

#### Objective

The objective of this task is to obtain readily available data pertaining to water resources and land-use and other Evaluation Criteria, and develop a framework for how to obtain or create more difficult data (such as aging infrastructure) for later Phases. Begin to analyze GIS needs for the development of a content management system (CMS) and to enable spatial prioritization of potential intervention/capital improvement locations within Long Beach and select Lower LA River reaches.

#### Activities

- Obtain water resources and land-use data (e.g., GIS shape files) for Long Beach and Lower LA River reaches



Board of Directors

## Lower LA River Integrated Design and Technical Analysis Scope of Work

Brian Moore  
Chair

Date: January 6, 2016

Harry B. Chandler  
Vice Chair

To: City of Long Beach

From: LA River Revitalization Corporation

Christopher C. Rising  
Treasurer

Subject: Integrated Design & Technical Analysis of the Los Angeles River

Stephen R. English  
Secretary

### **BACKGROUND AND MOTIVATION:**

LA River Revitalization Corporation (LARRC) has assembled a core technical team with Gehry Partners, OLIN Landscape, and Geosyntec with additional consultants to develop an integrated design and technical analysis of Lower LA River reaches for the purposes of creating a range of river interventions and multi-benefit capital improvement projects.

Allan Abshez  
Member

Monica Dodi  
Member

Cecilia Estolano  
Member

Cynthia Hirschhorn  
Member

Krisztina Holly  
Member

Howard Katz  
Member

Jordan Kerner  
Member

Dee Dee Myers  
Member

Gary Ross  
Member

Bruce Saito  
Member

Mark Stanley  
Member

Michael Strautmanis  
Member

Daniel Tellalian  
Member

Richard Weintraub  
Member

Daphne Zuniga  
Member

### **PROJECT DESCRIPTION:**

The goal for this Scope of Work (SOW) is to develop an integrated design and technical analysis of Long Beach and select Lower LA River reaches to yield recommendations for a range of river interventions/capital improvements based on design storm impacts and design process methodology that ultimately creates a unique identity and multi-use benefits for the 51-mile length of the LA River while maintaining flood control capacity. Preliminarily investigating Long Beach and select Lower LA River general sites and conditions, including data gathering and developing a framework for obtaining more difficult data sets, will be the preparation for a more detailed analysis of intervention/capital improvement areas and water resource development within the Lower LA River in later phases of work.

### **SCOPE OF WORK – TASKLIST:**

This Scope of Work covers Long Beach and select Lower LA River reach deliverables to be completed in an approximate 12-week timeline in congruence with funds provided by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and adjacent to the time spent towards analysis of the Upper LA River reaches through the Santa Monica Mountains Conservancy (SMMC) grant.

The support provided by the City of Long Beach allows the LA River Corporation to continue to leverage funds received towards the 51-mile river analysis and integrated design study. The activities and deliverables related to the Lower LA River, taking shape through this funding request, represents approximately 16% of the larger project budget for Phase One. Work performed in this first phase will become the foundation for future project phases and related Scopes.

### **Task One – Basis of Design Testing**

#### **Objective**



5	Public Engagement	Week 12
6	Project Management	Week 12

**SCOPE OF WORK BUDGET:**

**Sources & Uses for a 51-Mile Integrated Design Vision**

		<i>Received/Pledged</i>				<i>Committed</i>		<i>Anticipated</i>	
		Philanthropic	Santa Monica Mountains Conservancy	Rivers and Mountains Conservancy	Long Beach				
<b>SOURCES</b>	\$ 3,100,000.00								
<b>USES</b>	<b>3,100,000</b>								
Design and Engineering	1,501,700	100,567	667,437	333,696	400,000				
Public Engagement	354,289	193,289	94,000	47,000	20,000				
Public Affairs	352,000	191,000	94,000	47,000	20,000				
Econometrics	66,867	-	44,563	22,304					
Data Compilation	227,711	207,711			20,000				
Project Management	382,433	312,433	25,000	25,000	20,000				
Administration	215,000	95,000	75,000	25,000	20,000				

\* This is an anticipated budget, subject to change.

###