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**OFFICE OF THE
BOARD OF PUBLIC WORKS**

ELYSE MATSON
EXECUTIVE OFFICER

200 NORTH SPRING STREET
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LOS ANGELES, CA 90012

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<http://bpw.lacity.org>

May 5, 2026

BPW-2026-0233

The Honorable City Council
Room No. 395
City Hall

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012

REQUEST FOR AUTHORITY – TAYLOR YARD RIVER PARK PROJECT

As recommended in the accompanying report from the City Engineer, which this Board has adopted, the Board of Public Works (Board) recommends that the City Council and Mayor:

1. AUTHORIZE the City Engineer to execute a proposed MOU between the BOE and River LA for philanthropic fundraising support for the Taylor Yard River Park Project, which will supersede the prior MOU; and
2. APPROVE the Template Donation Agreement to be used for future gifts facilitated by River LA for Taylor Yard improvements.

(C-142638)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

TJ KNIGHT,
Asst. Executive Officer, Board of Public Works

TK:lc

Department of Public Works

Bureau of Engineering
Report No. 3

May 4, 2026
CD No. 1

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR

MAY 04 2026
AND REFERRED TO THE CITY COUNCIL


Executive Officer
Board of Public Works

AUTHORITY TO EXECUTE A NEW FIVE-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE BUREAU OF ENGINEERING AND RIVER LA FOR FUNDRAISING SUPPORT FOR THE TAYLOR YARD RIVER PARK PROJECT AND TO APPROVE A TEMPLATE DONATION AGREEMENT

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

APPROVE and forward this report with transmittal to the Mayor and City Council requesting the following:

1. AUTHORIZE the City Engineer to execute a proposed Memorandum of Understanding (MOU) between the Bureau of Engineering (BOE) and River LA for philanthropic fundraising support for the Taylor Yard River Park Project, which will supersede the prior MOU (Contract C-142638).
2. APPROVE the Template Donation Agreement to be used for future gifts facilitated by River LA for Taylor Yard improvements.

TRANSMITTALS

1. Executed MOU C-142638 and 2025 Extension Letter.
2. Proposed 5-Year MOU between the BOE and River LA.
3. Proposed Template Donation Agreement.

DISCUSSION

Background

The City of Los Angeles (City) acquired the 42-acre "G2" parcel of the Taylor Yard former rail yard property complex in 2017 to restore it as part of the Los Angeles River Revitalization Master Plan (LARRMP) and the federal Los Angeles River Ecosystem Restoration project. The City, led by BOE, is at work developing the site for large-scale open space, recreation, and habitat restoration. Taylor Yard is also the focus of the "100-Acre Partnership," a landowning agency collaboration between the City, California State Parks, and the Mountains Recreation and Conservation Authority.

In 2022, the City Council directed the BOE and the City Administrative Officer to pursue non-City sources of funding for project implementation, including philanthropic and private sources. To support this directive, the BOE formed a partnership, by MOU (see Transmittal No. 1), with River LA, a non-profit public benefit corporation formed in 2009 to help implement LARRMP projects.

The intent of the partnership is for River LA to identify philanthropic support opportunities for Taylor Yard project priorities. Top priorities for funding support include the Paseo del Rio project (for which design is underway), wetland habitat restoration areas, trails and pathways, a welcome pavilion, a cultural or educational facility, major pedestrian bridges, and other features.

Sequence of Partnership

- **Initial MOU (2023):** On February 2, 2023, the City and River LA executed MOU C-142638. This agreement established the "River LA - Friends of Taylor Yard River Park" initiative to build an independent capital campaign.
- **Agreement Extension (2025):** On January 23, 2025, the BOE and River LA exercised the option to extend the duration of the original MOU for an additional two years, extending the term to February 2, 2027.
- **Current Action:** The BOE now seeks to establish an updated five-year MOU to supersede the existing agreement and provide long-term stability for fundraising efforts.

Updated MOU and Template Donor Agreement

The proposed five-year MOU (see Transmittal No. 2) and Template Donation Agreement (see Transmittal No. 3) are intended to facilitate philanthropic gift acceptance with transparency:

- **Fees:** River LA will not receive any fees from the City but will be allowed to retain up to 15 percent of gross donations raised to cover operating and outreach expenses.
- **City Oversight:** The City maintains final approval rights over all fundraising opportunities.
- **Donor Agreement:** The tripartite Template Donation Agreement will serve as a starting document to define terms for specific gifts and outline donor recognition, including potential naming rights for specific improvements subject to the Board and City Council approval.

City Attorney Review

The proposed MOU and the Template Donation Agreement were developed in consultation with the City Attorney's Office.

FISCAL IMPACT STATEMENT

There is no impact on the General Fund. All funds raised will be deposited into a new account entitled the "Friends of Taylor Yard River Park" to be established within the Engineering Special Services Fund, Fund No. 682, Department No. 50 as approved by City Council (Council File 14-1158-S12).

Department of Public Works

Bureau of Engineering
Report No. 3

May 4, 2026
Page 3

(CFJ EA CT)

Report reviewed by:

BOE (ADM)

Report prepared by:

Clean Water Division

Christopher F. Johnson, PE, GE
Division Engineer Phone No.: (213) 923-4707

CFJ/MA/03-2026-0038_CWD.lk

Questions regarding this report
may be referred to:
Michael Affeldt, Civil Engineering Associate IV
Phone No.: (213) 847-0345
Email: michael.affeldt@lacity.org

Respectfully submitted,



Alfred Mata, PE
Interim City Engineer

**BOARD OF PUBLIC WORKS
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TJ KNIGHT
ACTING EXECUTIVE OFFICER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

**DEPARTMENT OF
PUBLIC WORKS
BUREAU OF
ENGINEERING**

TED ALLEN, PE
CITY ENGINEER

1149 S. BROADWAY, SUITE 700
LOS ANGELES, CA 90015-2213

<http://engineering.lacity.gov>

TRANSMITTAL #1

January 23, 2025

Kate Moulene, CEO
River LA
700 South Flower St. Suite 1000
Los Angeles, CA 90017

EXTENSION FOR MEMORANDUM OF UNDERSTANDING ON TAYLOR YARD FUNDRAISING (CONTRACT C-142638)

Dear Kate:

I hope this letter finds you well. I write regarding our MOU for the Taylor Yard fundraising initiative, which was established February 2, 2023, and is set to expire February 2, 2025.

Given the substantial progress to achieve the goals of the fundraising initiative, the Bureau of Engineering chooses to extend the duration of the MOU for an additional two (2) years, per its terms in Section 6.1. This time extension at the City's option will maintain all terms, conditions, and obligations of the MOU. The updated term of the MOU will continue until February 2, 2027.

I kindly ask for your acknowledgement of the time extension by your signature below, and I thank you for your partnership in this effort.

Sincerely,

Deborah Weintraub, AIA, LEEDAP, Hon ASLA
Chief Deputy City Engineer

DW/MJA

Enclosed: Memorandum of Understanding C-142638

| | |
|---------------------------------|-----------|
| ACKNOWLEDGED AND AGREED: | |
| for RIVER LA | |
| DocuSigned by: | 1/24/2025 |
| Kate Moulene, CEO | Date |



CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 02/06/2023

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Public Works - Bureau of Engineering

CONTACT PERSON: Michael Affeldt PHONE: 213-978-2225

CONTRACT NO.: C-142638 COUNCIL FILE NO.: 14-1158-S12

ADOPTED BY COUNCIL: 12/02/2022
DATE

APPROVED BY BPW: N/A
DATE

NEW CONTRACT
AMENDED AND RESTATED
ADDENDUM NO.
SUPPLEMENTAL NO.
CHANGE ORDER NO.
AMENDMENT

CONTRACTOR NAME: River LA

TERM OF CONTRACT: 2/2/2023 THROUGH: 2/2/2025

TOTAL AMOUNT: \$0

PURPOSE OF CONTRACT:

This agreement/contract is for River LA to develop a fundraising approach for the Taylor Yard project.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES
AND
RIVER LA
ESTABLISHING ROLES, RESPONSIBILITIES, AND THE RELATIONSHIP OF SUPPORT TO
TAYLOR YARD RIVER PARK AND RELATED PROJECTS

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated as of __Feb 2__, 2023 is made by and between the City of Los Angeles ("CITY"), a municipal corporation, as represented by the BUREAU OF ENGINEERING ("BOE"), and River LA, a non-profit public benefit corporation.

WHEREAS, The following document outlines a partnership between the CITY and River LA whereby River LA will create an initiative "River LA – Friends of Taylor Yard River Park" in support of funding support for the Taylor Yard River Park Project; and,

WHEREAS, River LA was formed in 2009 as recommended by the CITY's Los Angeles River Revitalization Master Plan (LARRMP), which was created by CITY leaders, architects, engineers, government agencies, and residents. River LA was charged with helping to implement LARRMP projects along the LA River, to aid in the LA River's transformation from an undervalued asset into a valuable environmental resource that serves the long-term health, vibrancy, and resilience of our complex urban ecosystem; and,

WHEREAS, The CITY acquired the "G2 parcel" of the Taylor Yard complex in 2017 for the purpose of restoring it in accordance with the LARRMP and the federal Los Angeles Ecosystem Restoration and Recreation project; and,

WHEREAS, BOE's Taylor Yard Implementation Feasibility Report dated October 2021 and updated in February 2022 sets forth a vision for Taylor yard project features; and,

WHEREAS, A need exists to identify funding to complete projects and programs at Taylor Yard,

NOW THEREFORE, BOE and RIVER LA agree as follows:

1. PURPOSE

- 1.1. River LA will support the CITY by building an independent, multi-year capital campaign to support funding for the successful development and completion of projects and programs at and related to the Taylor Yard area.

2. CITY agrees:

- 2.1. The CITY will develop a process by which to receive identified donations from River LA.

- 2.2. If needed, the CITY will develop a process by which to directly receive or MOU with certain donors or development partners, given mutual concurrence with River LA. In such instances, River LA will remain engaged to provide support and expertise, at no additional fee.
- 2.3. The CITY will review and may approve or disapprove of all fundraising material that River LA proposes to use.
- 2.4. The CITY will use received funds exclusively for Taylor Yard-related improvements, projects, and programs.

3. RIVER LA agrees:

- 3.1. River LA will build an independent fundraising campaign that will support the Taylor Yard River Park. The campaign will focus on multiple elements that have been defined in the Taylor Yard Implementation Feasibility Report.
- 3.2. The initial fundraising goal for the first two years of the agreement is \$50 to \$75 million. If that benchmark is reached prior to the end of a two-year period, an additional goal will be set based on time remaining on the agreement.
- 3.3. Develop campaign plan:
 - 3.3.1. The campaign plan will detail the campaign structure needed to make unique and personalized solicitations of individuals, corporations, foundation prospects, and grant funding where applicable.
 - 3.3.2. The plan will include timetables and campaign related marketing, event strategy and public relations plans.
 - 3.3.3. River LA and the CITY team will jointly define project opportunities, and RIVER LA will prepare marketing materials to be shared with potential funding sources. The CITY will have final approval on all materials, including a case for support, funding proposals, letters, and newsletters.
 - 3.3.4. River LA may independently raise a budget for the costs and implementation of outreach.
- 3.4. Conduct prospect identification and review sessions:
 - 3.4.1. Identify donor prospects and determine appropriate asking strategies and donation amounts. Work with the CITY to develop full proposals for funding to the appropriate prospects.
 - 3.4.2. River LA will share ongoing lists of any potential donor outreach with the CITY and coordinate ongoing review sessions.
 - 3.4.3. River LA will develop a "Friends of Taylor Yard" committee to help support donor outreach and prospecting.
- 3.5. Develop gift levels:
 - 3.5.1. Define benefits, privileges, and acknowledgments to donors for corresponding contributions.
 - 3.5.2. Discuss options for storytelling elements at Taylor Yard, (examples include a donor walking path and donor wall).
- 3.6. Provide ongoing leadership and direction:

3.6.1. River LA will offer full hands-on management of the campaign. River LA will be engaged and included in all conversations with potential donors from outreach through the final payment of funding.

3.6.2. River LA will work with CITY staff and attorneys to execute any necessary contracts.

3.7. Fees:

3.7.1. River LA will not be paid any consulting fee for the planning or execution of work on the project but will retain 15% of funding it raises.

4. Parties mutually agree:

4.1. While the campaign will operate independently, the CITY will have approval rights over all elements of the campaign, including marketing materials and potential funder outreach.

4.2. The CITY will have sole rights to accept or reject any proposed donation.

4.3. This campaign will not preclude any other partnership that the CITY has now, or in the future, to develop fundraising for Taylor Yard.

4.4. River LA will have exclusive use of the "Friends of Taylor Yard" name for the program.

4.5. All external donations raised by River LA will pass through River LA, who will take an operating and expense fee equal to 15% of gross donations. Within 30 days of receiving cleared funds and donations, "Friends of Taylor Yard" will distribute all other funds collected directly to the CITY.

4.6. Funds raised and transferred from River LA to the CITY will not be subject to recall or return.

4.7. With the CITY's approval, River LA "River LA & Friends of Taylor Yard" may use its own resources to identify and apply for government infrastructure funds that might support elements of Taylor Yard projects. For such applications, River LA will make sure that such applications will not conflict with any CITY efforts.

4.7.1. River LA will always come to the city to secure approval before proceeding with any applications for public funding.

4.7.2. Before proceeding with any public funding application, the CITY and River LA will establish any fees or compensation for River LA, if any, based on the specific funding opportunity guidelines.

4.8. River LA is not authorized to offer "naming rights," but if a potential donor is specifically interested in naming rights, River LA may present the opportunity to the CITY for its consideration.

4.9. The CITY and River LA will each retain independent ownership of intellectual property that each develops during this partnership.

5. Indemnification:

5.1. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, River LA

shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or bodily injury to any person, or damage or destruction of any personal property of any CITY indemnified party, arising in any manner by reason of the active negligence or willful misconduct of River LA, Subcontractors, or their boards, officers, agents or employees. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU. This provision will survive expiration or termination of this MOU.


- 5.2. Except for the active negligence or willful misconduct of River LA, or any of its boards, officers, agents, employees, assigns and successors in interest, CITY shall defend, indemnify and hold harmless River LA and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by River LA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or bodily injury to any person, or damage or destruction of any personal property of any River LA indemnified party arising in any manner by reason of the active negligence or willful misconduct of CITY, Subcontractors, or their boards, officers, agents, or employees. The rights and remedies of River LA provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU. This provision will survive expiration or termination of this MOU.

6. Schedule, Term, and Termination:

- 6.1. This MOU shall be in place for two years from its execution, and the CITY will have the option to extend the agreement for an additional two years.
- 6.2. Either party may terminate this MOU by writing with 90 days' notice.
- 6.2.1. In the case of termination, River LA will be entitled to its fees for any completed donation initiated by River LA.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

CITY:



Ted Allen, P.E.

City Engineer

Date: 2/2/2023

APPROVED AS TO FORM:

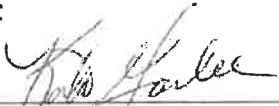
Hydee Feldstein Soto, City Attorney

By: 

Assistant City Attorney

Date: 1/30/2023

River LA:

By: 

Kate Moulene

CEO

River LA

Date: 2/18/2022

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES
AND
RIVER LA

ESTABLISHING ROLES, RESPONSIBILITIES, AND THE RELATIONSHIP OF SUPPORT TO
TAYLOR YARD RIVER PARK AND RELATED PROJECTS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), dated as of _____, 20__ is made by and between the City of Los Angeles (“CITY”), a municipal corporation, as represented by the Bureau of Engineering (“BOE”), and River LA, a non-profit public benefit corporation.

WHEREAS, The following document outlines a partnership between the City of Los Angeles and River LA whereby River LA will continue an initiative, “Friends of Taylor Yard River Park,” in support of funding support for the Taylor Yard River Park Project; and,

WHEREAS, River LA was formed in 2009 as recommended by the CITY’s Los Angeles River Revitalization Master Plan (LARRMP), which was created by CITY leaders, architects, engineers, government agencies, and residents. River LA was charged with helping to implement LARRMP projects along the LA River and to aid in the LA River’s transformation from an undervalued asset into a valuable environmental resource that serves the long-term health, vibrancy, and resilience of our complex urban ecosystem; and,

WHEREAS, The CITY acquired the “G2 parcel” of the Taylor Yard complex in 2017 for the purpose of restoring it in accordance with the LARRMP and the federal Los Angeles Ecosystem Restoration and Recreation project; and,

WHEREAS, BOE’s Taylor Yard Implementation Feasibility Report sets forth a vision for Taylor yard project features; and,

WHEREAS, A need exists to identify funding to complete projects and programs at Taylor Yard,

NOW THEREFORE, BOE and RIVER LA agree as follows:

1. PURPOSE

1.1. River LA will support the City by building an independent, multi-year capital campaign to support funding for the successful development and completion of projects and programs at and related to the Taylor Yard area.

2. CITY agrees:

2.1. The City will develop a process by which to receive identified donations from River LA and/or donors it identifies.

3. RIVER LA agrees:

- 3.1. River LA will build an independent fundraising campaign that will support the Taylor Yard River Park. The campaign will focus on multiple capital and program elements that are considered in the Taylor Yard Implementation Feasibility Report.
- 3.2. River LA and the City's project team will jointly define project opportunities, and River LA will prepare marketing materials to be shared with potential funding sources. The CITY will have final approval of all materials at its discretion.
- 3.3. River LA may independently raise a budget for the costs and implementation of outreach but will not seek public funding for the purpose of executing the fundraising campaign.
- 3.4. River LA will share regular updates on donor outreach with the CITY in periodic working meeting and upon the CITY's request.
- 3.5. River LA will work with the CITY project team to define benefits, privileges, and acknowledgments to donors for corresponding contributions.
- 3.6. River LA will offer full hands-on management of the campaign. River LA will be engaged and included in all conversations with potential donors from outreach through the final payment of funding. River LA will not sub-contract or outsource fundraising activities to other parties unless approved by the CITY.
- 3.7. River LA will work with City staff and attorneys to execute any necessary contracts.
- 3.8. River LA will not be paid any consulting fee for the planning or execution of work on the project, but will retain up to 15% of funding it raises, at the discretion and separate agreement of River LA and identified donors.

4. Parties mutually agree:

- 4.1. While the campaign will operate independently, the CITY will have approval rights over all elements of the campaign, including marketing materials and potential funder outreach.
- 4.2. The City will have sole rights to accept or reject any proposed donation.
- 4.3. This campaign will not preclude any other partnership that the city has now, or in the future, to develop fundraising for Taylor Yard.
- 4.4. River LA will have exclusive use of the "Friends of Taylor Yard" name for the program.
- 4.5. All external donations raised by River LA will pass through River LA, who will retain operating and expense fee of no more than 15% of gross donations. Within 30 days of receiving cleared funds and donations, "Friends of Taylor Yard" will distribute all other funds collected directly to the CITY. Separate specific donor agreements may outline specific donation terms and instructions which may supersede this section 4.5.
- 4.6. With the CITY's approval, "River LA & Friends of Taylor Yard" may work with their private lobbyist to identify and apply for government infrastructure money that might support elements of the project. In doing so, River LA will coordinate

with the CITY to ensure that there are no existing conflicts with any CITY interests; River LA will use its own resources to identify potential additional funding and support.

- 4.7. If a potential donor is specifically interested in naming rights, River LA may present the opportunity to the CITY for its consideration.

5. Indemnification:

- 5.1. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, River LA shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or bodily injury to any person, or damage or destruction of any personal property of any CITY indemnified party, arising in any manner by reason of the active negligence or willful misconduct of River LA, Subcontractors, or their boards, officers, agents or employees. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.
- 5.2. Except for the active negligence or willful misconduct of River LA, or any of its boards, officers, agents, employees, assigns and successors in interest, CITY shall defend, indemnify and hold harmless River LA and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by River LA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or bodily injury to any person, or damage or destruction of any personal property of any River LA indemnified party arising in any manner by reason of the active negligence or willful misconduct of CITY, Subcontractors, or their boards, officers, agents, or employees. The rights and remedies of River LA provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

6. Schedule, Term, and Termination:

- 6.1. This MOU shall be in place for five years from its execution, and the City and River LA will have the option to extend the agreement for additional five year periods upon written agreement by letter.
- 6.2. Either party may terminate this MOU by writing with 90 days' notice.

6.3. In the case of termination, River LA will be entitled to its fees for any completed donation with documented initiation by River LA that is later completed by the CITY.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

City:

Alfred Mata, P.E.
Interim City Engineer
Date: _____

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

By: _____
Assistant City Attorney
Date: _____

River LA:

By: _____
Kate Moulene
CEO
River LA
Date: _____

TRANSMITTAL #3

DONOR COMMITMENT #1

TAYLOR YARD RIVER PARK: [PROJECT OR PROGRAM]

Date: _____

Parties:

- **City of Los Angeles** (acting through its Bureau of Engineering)
- **River LA** (501(c)(3) non-profit corporation)
- **[DONOR NAME]** (Donor)

**AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
RIVER LA
AND
[DONOR]
FOR
[PROJECT OR PROGRAM]**

This AGREEMENT ("AGREEMENT") is entered into this ___ day of _____ 20___, ("EFFECTIVE DATE"), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Public Works and its Bureau of Engineering (collectively, "CITY"), River LA, a California 501(c)(3) non-profit corporation ("RIVER LA"), and [DONOR] ("DONOR"). CITY, RIVER LA, and DONOR may be referred to herein individually as "PARTY" and/or collectively as "PARTIES."

WHEREAS, CITY owns the property commonly referred to as Taylor Yard G2 and is actively developing it for habitat restoration, public open space, and public amenities ("TAYLOR YARD"); and,

WHEREAS, CITY and RIVER LA, on the authority of the Los Angeles City Council (“CITY COUNCIL”), entered into a partnership (initiated in CITY contract C-142638) to partner on philanthropic fundraising for TAYLOR YARD restoration projects; and,

WHEREAS, RIVER LA was formed in 2009 as recommended by the CITY’s Los Angeles River Revitalization Master Plan (LARRMP), which was created by CITY leaders, architects, engineers, and residents. River LA was charged with helping to implement LARRMP projects along the LA River, to aid in the LA River’s transformation from an undervalued asset into a valuable environmental resource that serves the long-term health, vibrancy, and resilience of our complex urban ecosystem; and,

WHEREAS, RIVER LA has worked with DONOR to develop this funding support opportunity for TAYLOR YARD; and,

WHEREAS, DONOR has offered to fund the development of the “[PROJECT TITLE]”, consisting generally of the design, construction, and operation of [SCOPE] (collectively, “IMPROVEMENTS” or “PROJECT”), for the benefit and enjoyment of the public; and,

WHEREAS, DONOR has offered funding in the amount of [\$\$\$], (“GIFT”) for CITY to design and construct the IMPROVEMENTS, in accordance with CITY standards and the terms and conditions of this AGREEMENT, and in a manner and at locations to be fully specified under plans and specification which CITY will develop; and,

[OPTIONAL AS APPLICABLE]

WHEREAS, CITY, through separate action by its [Board of Public Works, Board of Recreation and Parks Commissioners, AND/OR CITY COUNCIL], has or intends to approve the naming of the IMPROVEMENTS as “[INSERT NAME]” to remain in place unchanged in perpetuity

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

PROJECT DONATION COMMITMENT

[DONOR] commits to donate **\$(AMOUNT)** to support the development of [PROJECT DESCRIPTION] at [Taylor Yard River Park] for the benefit and enjoyment of the public.

FUNDING PROCESS

1. **Donor Payment:** DONOR will provide the full donation amount to RIVER LA.
2. **RIVER LA Operations Fee:** RIVER LA will retain up to 15% of the donation for operations and expenses.
3. **Gift to City:** RIVER LA will transfer the remaining amount (GIFT) to the CITY, received by its Bureau of Engineering.
4. **Timing:** The GIFT will be provided to the CITY just prior to the CITY initiating construction work, upon a request by CITY.

ROLES AND RESPONSIBILITIES

City of Los Angeles

- **Implementation Authority:** CITY has sole responsibility and discretion for all aspects of project design, construction, permits, and operation.
- **Standards:** All work will meet applicable codes and standards and will comply with applicable laws.
- **Ownership:** CITY will own all improvements and operate them for public benefit.

River LA

- **Fundraising Partner:** RIVER LA will develop and receive donations and transfer funds to City consistent with existing agreement C-142638 or a successor agreement.
- **Operations Support:** RIVER LA will coordinate with CITY and DONOR as needed to facilitate discussions and logistics to effectuate the intent of this AGREEMENT.

Donor

- **Funding:** DONOR will provide the committed donation amount as specified, promptly upon the CITY's request, shortly prior to the commencement of physical construction.
- **Construction Access:** DONOR will be afforded reasonable CITY-escorted site access during construction to observe progress (coordinated through CITY).
- **No Operational Role:** DONOR shall not be involved in post-construction use, operation, or maintenance of the IMPROVEMENTS, except as expressly arranged with CITY from time to time upon special circumstances.

DONOR RECOGNITION

1. **Signage:** DONOR will be acknowledged by appropriate recognition signage at the project site in perpetuity.
2. **Publicity Rights:** DONOR may publicize their contribution, subject to coordination with CITY and RIVER LA to ensure appropriate representation of the PARTIES and compliance with any applicable law or standard of practice.
3. **City Approval:** All press releases and public announcements about the project shall require CITY's written approval, to be coordinated by the Bureau of Engineering's Director of Communications.
4. **[Optional] Naming:** [If applicable, describe any naming rights and duration (perpetuity)]

OTHER CONDITIONS

Project Development

- CITY will develop design concepts for Donor consultation before construction begins.
- CITY shall hold final discretion on all design and construction decisions.
- Tentative timeline: [INSERT KEY MILESTONES: Design completion, Construction start, Construction completion, Grand Opening]

Termination Rights

Any PARTY may terminate this commitment by notice in writing if, and only if:

- City does not begin construction within [TIME FRAME] of receiving GIFT, unless parties mutually agree to extend this period.
- Any PARTY materially breaches this agreement without cure.

After Construction Award

Once the CITY awards construction contracts, neither DONOR, nor RIVER LA may withdraw funding or terminate this commitment.

LEGAL REQUIREMENTS

Representations

Each PARTY confirms they have authority to enter this commitment and will comply with all applicable laws.

Records and Audit

All PARTIES will maintain financial records related to this project for three years after completion, available for audit or inspection upon reasonable notice.

Mutual Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **RIVER LA** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **RIVER LA'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **RIVER LA**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

Except for the active negligence or willful misconduct of **RIVER LA**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CITY** shall defend, indemnify and hold harmless **RIVER LA** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **RIVER LA**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CITY'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CITY**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **RIVER LA** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

Governing Law

This commitment and AGREEMENT is governed by California law. In any action arising out of this AGREEMENT, DONOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected.

SIGNATURES

CITY OF LOS ANGELES

By: _____ Date: _____

President, Board of Public Works

[DONOR NAME]

By: _____ Date: _____

[Title]

RIVER LA

By: _____ Date: _____

[Title]

APPROVED AS TO FORM:

By: _____ Date: _____

City Attorney
