

APPROVED
April 02 2026
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 26-068

DATE April 02, 2026

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: INELL WOODS PARK (AKA WAYS PARK PROJECT) – PROPERTY TRANSFER OF JURISDICTION AND CONTROL TO THE DEPARTMENT OF RECREATION AND PARKS FROM THE DEPARTMENT OF GENERAL SERVICES FOR NEW PARK PROPERTY – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15325(f) [ACQUISITION, SALE, OR OTHER TRANSFER TO PRESERVE OPEN SPACE OR LANDS FOR PARK PURPOSES] OF CALIFORNIA CEQA GUIDELINES AS WELL AS ARTICLE III, SECTION 1, CLASS 25 OF CITY CEQA GUIDELINES

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	for * C. Santo Domingo	<u>DF</u>
C. Stoneham	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Adopt the Resolution attached hereto as Attachment No. 6 approving the non-financial transfer of jurisdiction of four parcels as legally described in the Notice of Transfer of Jurisdiction and Control attached hereto as Attachment No. 3 located on the southwest corner of McKinley Avenue and 87th Street, APNs 6042-003-900 and 6042-003-901, (collectively, the “Park”) from the jurisdiction of the Department of General Services (GSD) to the Department of Recreation and Parks (RAP);
2. Authorize RAP staff to request the assistance of GSD to complete the transfer of jurisdiction and control, at no expense to RAP, subject to review and approval by the City Attorney as to form;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to accept and execute the Notice of Transfer of Jurisdiction and Control document attached hereto as Attachment No. 3 effecting the transfer of jurisdiction and control of the Park;
4. Declare that upon completion of the jurisdictional transfer and control, the Park is to be set apart and dedicated as park property in perpetuity, as Inell Woods Park;

BOARD REPORT

PG. 2 NO. 26-068

5. Determine that the proposed transfer of jurisdiction of the Park (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15325(f) [Acquisition, sale, or other transfer to preserve open space or lands for park purposes] of California CEQA Guidelines as well as Article III, Section 1, Class 25 of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;
6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
7. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Heal the Bay (HTB) in partnership with the Wisdom Academy for Young Scientists (WAYS) acquired funding for developing a park on the southwest corner of McKinley Avenue and 87th Street (Park). The Park's development began after HTB entered a lease agreement with the Department of Public Works, Bureau of Engineering (BOE) in November of 2011. On January 21, 2015, under Board Report No. 15-007, the Board of Recreation and Park Commissioners (Board) approved a donation agreement between RAP and HTB that memorialized, among other things, HTB's commitment to preparing conceptual plans and project specifications for the Park's development subject to Board review and approval. On February 15, 2024, under Board Report No. 24-046, the Board approved the Park's official name (Inell Woods Park) and final plans for its construction. This Report concerns the transfer of jurisdiction and control necessary to establish the Park as RAP property.

The Park's lot is currently owned by the General Services Department (GSD), a portion of which was previously located in the public Right-of-Way under the jurisdiction of the Department of Public Works. City Council filed a series of motions in support for this project including Council File 14-1457, which is included herein as Attachment No. 1, requesting RAP to operate and maintain the park, pursue a street vacation of the parcels along the public Right-of-Way, and for GSD to effectuate a non-financial transfer of jurisdiction of the property to RAP. The required street vacation was approved by City Council on November 12, 2025 under Resolution to Vacate No. 25-1401340, which is included herein as Attachment No. 2. Construction of the Park was completed this past summer with a ribbon cutting ceremony taking place on June 14, 2025. RAP has also begun discussions with the relevant parties to expedite the termination of HTB's lease agreement with BOE.

Having completed the Park's construction and met all the requirements and conditions previously specified, the Park is hereby recommended for transfer to RAP jurisdiction and control as specified in Attachment Nos. 3 and 6.

BOARD REPORT

PG. 3 NO. 26-068

Ongoing Maintenance

Once final acceptance of the transfer is complete, RAP shall be responsible for the long-term operations and maintenance of the Park, including any site improvements, as dictated by the terms of the donation agreement with HTB (attached hereto as Attachment No. 4) and any grant or funding requirements.

The Park was constructed with various stormwater Best Management Practices (BMP), which will be maintained by both RAP and the Department of Public of Public Works, LA Sanitation and Environment (LASAN) pursuant to the maintenance agreement (attached hereto as Attachment No. 5) between the parties. RAP will be responsible for maintaining 2,745 square feet (SF) of Permavoid planting area; 3,383 SF of site landscaped area; 1,370 SF of Permeable Pavers for incidental rainfall; one stormwater filter box with filter; and 1,297 SF Permeable pavers outside of the Permavoid planting area. LASAN will be responsible for maintaining 2,566 cubic feet of Permavoid CU planter with extended base; one stormwater inlet structure; and one stormwater overflow outlet curb drain.

TREES AND SHADE

As detailed in Report No. 24-046, the proposed Project included the installation of multiple tree species to provide shade for the park, including seven Holly Oaks, one Mexican Elderberry, two Toyon, two Gold Medallion, and one Marina Strawberry Tree for a total of thirteen new trees.

ENVIRONMENTAL IMPACT

The proposed Project consists of a transfer of property to preserve lands for park purposes.

According to the parcel profile report retrieved on March 3, 2026, this site is not within a coastal, methane, historic protection, flood zone or withing the Alquist Priolo Fault zone. It is located in the liquefaction zone, but the proposed Project will not increase the risk of liquefaction. Therefore, there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. A Phase I Environmental Site Assessment (ESA) report for the property was completed on January 5, 2026 and revised January 22 2026. The Phase I ESA report and its revision adhere to the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I ESA Process, E1527-21, and the All-Appropriate Inquiries (AAI) rule set forth in 40 CFR Part 312; these reports did not identify any recognized environmental conditions (RECs). As of March 3, 2026, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site, although one case is located near the Project area (within 1,000 feet): case 71003756, which concerns a plating plant listed as a hazardous waste producing site under Government Code Section 65962.5. The Caltrans Scenic Highway Map shows no scenic highway located within or adjacent to the Project site. As far as historic sites, the proposed Project is not within an historic site and will not have any significant effect on historic resources.

BOARD REPORT

PG. 4 NO. 26-068

Based on this information, staff recommends that the Board determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15325(f) of California CEQA Guidelines and Article III Section 1, Class 25 of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT

Approval of this Report will have a fiscal impact on RAP's General Fund as the majority of the Park's ongoing operational maintenance will be RAP's responsibility. A portion of the Park's Permvaid stormwater system will be maintained by LASAN. Maintenance funds for the new parkland will be requested as part of the annual City budget process.

This Report was prepared by Erika Campos, Management Analyst, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment 1 – Council File 14-1457
- 2) Attachment 2 – Resolution to Vacate No. 25-1401340
- 3) Attachment 3 – Notice of Transfer of Jurisdiction and Control
- 4) Attachment 4 – Donation Agreement between RAP and HTB
- 5) Attachment 5 – Letter of Agreement for On-Site BMP Maintenance for McKinley Place Park AKA Inell Woods Park Project
- 6) Attachment 6 – Resolution Approving Transfer

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

HOLLY L. WOLCOTT
CITY CLERK

GREGORY R. ALLISON
EXECUTIVE OFFICER

When making inquiries relative to
this matter, please refer to the
Council File No.

OFFICE OF THE
CITY CLERK

COUNCIL AND PUBLIC SERVICES
DIVISION
200 N. SPRING STREET, ROOM 395
LOS ANGELES, CA 90012
GENERAL INFORMATION - (213) 978-1133
FAX: (213) 978-1040

SHANNON HOPPES
DIVISION MANAGER

clerk.lacity.org

February 11, 2015

To All Interested Parties:

The City Council adopted the action(s), as attached, under Council File No. 14-1457,
at its meeting held February 10, 2015.

City Clerk
io

14-1457

CD 9

Prior Cfs: 11-0122
and 11-0122-S1

INNOVATION, TECHNOLOGY & GENERAL SERVICES

MOTION

The City owns four parcels, approximately 16,875 square feet, (APNs 6042-003-900 and 6042-003-901) located at the southwest corner of McKinley Avenue and 87th Street in Council District 9. The property is currently vacant, blighted and unused by the City. A portion of the site is a street median, which is within the public right-of-way and under the jurisdiction of the Department of Public Works.

Heal the Bay, an environmental non-profit organization whose mission is to ensure safe, healthy and clean coastal waters and watersheds in Southern California has partnered with Wisdom Academy for Young Scientists (WAYS), a South Los Angeles elementary charter school, to develop a "Reading and Fitness Square", Heal the Bay has been awarded funding to construct improvements that will include shade trees, a garden, fitness stations, a walking track and outdoor classrooms. The improvements will enhance the under-utilized property and provide a much needed outdoor recreational facility for WAYS students and the under-served surrounding community.

On November 2, 2011, the City Council adopted a Motion authorizing the Bureau of Engineering, in consultation with Council District 9, to negotiate and execute a lease with Heal the Bay for the development and maintenance of the WAYS Parkway project and for the use and operation of the site as a multi-benefit parkway that will provide recreational amenities and environmental water quality features (Council File 11-0122-S1). The lease was executed on November 3, 2011 and has a term of 30 years.

It is now anticipated that, once Heal the Bay has completed the construction of the project, the Department of Recreation and Parks will operation and maintain the WAYS Parkway site as a neighborhood park. In order to enable RAP to coordinate with Heal the Bay to develop the project and permit RAP to operate and maintain the park once complete, the jurisdiction of the land should be transferred from the Department of General Services to the Department of Recreation and Parks.

I THEREFORE MOVE that the Council, subject to the approval of the Mayor:

1. Instruct the Department of General Services be to effectuate a non-financial transfer of jurisdiction the property located at the southwest corner of McKinley Avenue and 87th Street (APNs 6042-003-900 and 6042-003-901) to RAP.
2. Request that the Board of Recreation and Parks consider, approve, and accept the transfer of jurisdiction of the property, located at southwest corner of McKinley Avenue and 87th Street, and dedicate it as park property in perpetuity.
3. Request that the Department of Recreation and Park pursue a street vacation of the public right-of-way (shaded area in the attached map) proposed to be included as a part of the WAYS Parkway project.
4. Direct the Bureau of Engineering to issue a revocable permit, subject to the applicant satisfying the conditions for issuing such permit, to close, occupy, construct, maintain, build and operate public recreational facilities over the public right-of-way (area identified in Item No. 3 of this motion) prior to the recordation of the vacation of the said right-of-way.

FEB 06 2015 - CONTINUED TO FEB 10, 2015

PRESENTED BY: Curren D. Price, Jr.
CURREN D. PRICE, Jr.
Councilmember, 9th District

OCT 24 2014

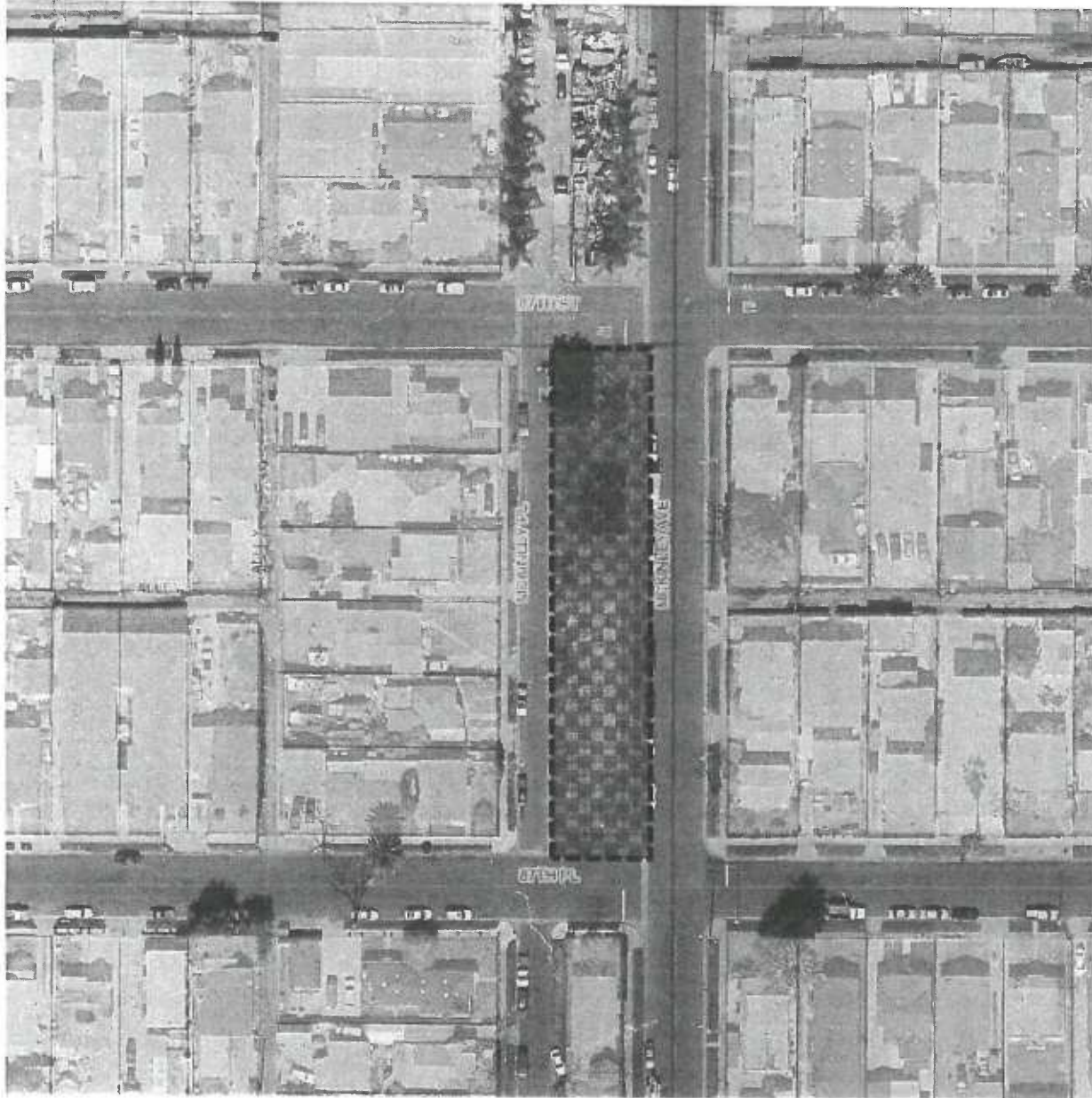
ADOPTED
FEB 10 2015
LOS ANGELES CITY COUNCIL

SECONDED BY: Gilbert Cedillo

ORIGINAL

ORIGINAL

WAYS Park (McKinley Avenue and 87th Street)



WAYS PARK (CONTINUED TO)

RESOLUTION TO VACATE NO. 25-1401340

(California Streets and Highways
Code Sections 8324 and 8325)

Vacation of a portion of McKinley Place southerly of 87th Street.

On September 22, 2020, the City Council considered the evidence submitted regarding said vacation and determined that said public street should be vacated subject to the conditions of vacation having been complied with (Council File No. 11-0122-S3). All conditions of the Council's action have been fulfilled.

Therefore, from all of the evidence submitted, the Council finds that a portion of McKinley Place southerly of 87th Street proposed for vacation is unnecessary for present or prospective public street purposes; and

The portion of the public street that is to be vacated is described and depicted in Exhibits A and B attached hereto and incorporated herein by this reference.

The City Clerk shall certify this Resolution, affix the City seal, and transmit a sealed copy of this Resolution to the Permit Case Management Division of the Bureau of Engineering for recordation in the office of the County Recorder of Los Angeles County.

IT IS THEREFORE RESOLVED that from and after the recordation of this Resolution, the area described hereinabove is vacated.

I certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting of _____ by a majority vote of all its members.

Approved as to Form and Legality

PATRICE LATTIMORE, City Clerk

HYDEE FELDSTEIN SOTO, City Attorney

By: _____

Deputy

By:  _____

Saro Balian, Deputy City Attorney

Date: _____

Date: 10/28/25

EXHIBIT "A"

**BEING A VACATION OF A PORTION OF LOT 12, FOR PUBLIC PARK AND RECREATION
PURPOSES. (AFFECTS APN: 6042-003-901)**

IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A VACATION OF A PORTION OF LOT 12, OF TRACT NO. 473, AS SHOWN ON MAP RECORDED IN BOOK 17, PAGES 150 AND 151, OF MAPS, IN THE OFFICE OF THE REGISTRAR/RECORDER OF SAID COUNTY, SAID PORTION OF LOT 12 BEING MORE PARTICULARLY DESCRIBED IN SUPERIOR COURT CASE NO. 754, 654, JUDGMENT AND FINAL ORDER OF CONDEMNATION AS TO PARCEL 3-A, RECORDED MAY 18, 1961, AS INSTRUMENT NO. 4375, OF OFFICIAL RECORDS OF SAID COUNTY, SAID VACATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 32.5 FEET OF SAID LOT 12, OF SAID TRACT NO. 473;

EXCEPTING THEREFROM THE SOUTHERLY 135.00 FEET OF SAID LOT 12, AND ALSO EXCEPTING THEREFROM, THE NORTHERLY 30.00 FEET OF SAID LOT 12.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B", AND BY THIS REFERENCE MADE A PART HEREOF.

AREA OF SAID VACATION = 4,387.3 SQUARE FEET, OR 0.101 ACRES, MORE OR LESS.

PREPARED BY:

 *Eugene C. Duncan* 2/19/2018



EUGENE C. DUNCAN, LS 7745
EXPIRES: 12/31/2019

EXHIBIT "B"

BEING A VACATION OF A PORTION OF LOT 12,
FOR PARK AND RECREATION PURPOSES.

(AFFECTS APN: 6042-003-901)

 NO SCALE

 = HATCHED AREA INDICATES LAND OF SUBJECT VACATION.

AREA OF VACATION:

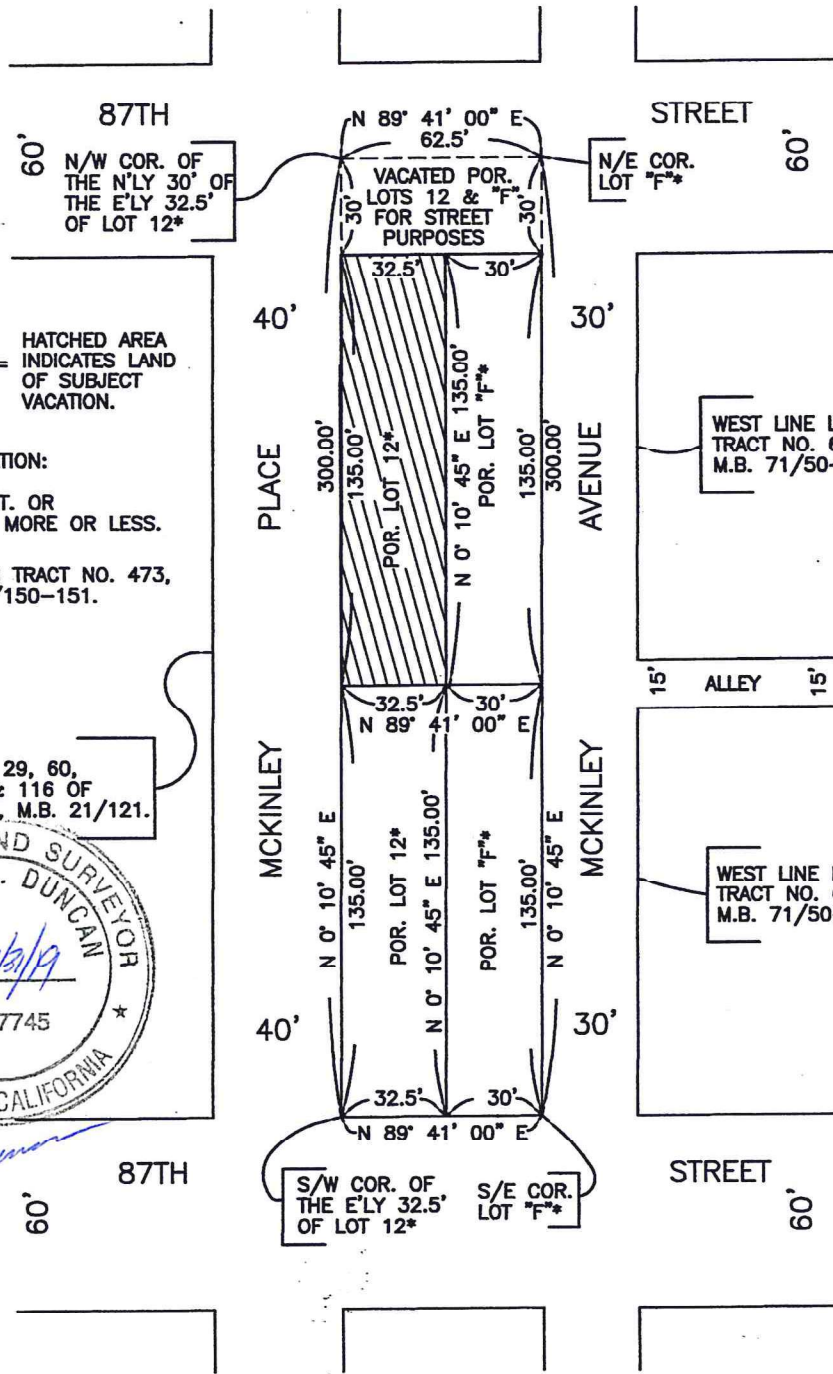
4,387.3 SQ. FT. OR
0.101 ACRES, MORE OR LESS.

* = DENOTES TRACT NO. 473,
M.B. 17/150-151.

EAST LINE LOTS 29, 60,
61, 114, 115, & 116 OF
TRACT NO. 1977, M.B. 21/121.



Eugene C. Duncan



WEST LINE LOT 390,
TRACT NO. 6631,
M.B. 71/50-51.

WEST LINE LOT 389,
TRACT NO. 6631,
M.B. 71/50-51.

S/W COR. OF THE E'LY 32.5' OF LOT 12* S/E COR. OF LOT "F"*

RECORDING REQUESTED BY:

City of Los Angeles

**WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:**

CITY OF LOS ANGELES
DEPT. OF RECREATION & PARKS
221 N. FIGUEROA STREET 1st FLOOR
LOS ANGELES CA 90012
ATTN: DARRYL FORD

Notice of Transfer of Jurisdiction and Control

This document is exempt from Documentary transfer tax pursuant to Section 11922 of the Revenue and Taxation Code and is being recorded pursuant to Section 6103 of the California Government Code and California Government Code Section 27383.

The City of Los Angeles, a municipal corporation for the benefit of Department of General Services hereby Transfer Jurisdiction and control to:

The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

the following described real property in the County of Los Angeles, State of California (Assessor's Parcel No.): 6042-003-900, & 6042-003-901

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to the following conditions:

This Notice of Transfer of Jurisdiction and Control is not intended to, and shall not, change the ownership of and title to the real property described herein. Ownership of and title to the said real property shall remain in the City of Los Angeles. The sole purpose of this Notice of Transfer of Jurisdiction and Control is to memorialize and provide public notice of the internal transfer of jurisdiction and control of the said real property from one department of the City of Los Angeles to another department of the City of Los Angeles.

Said land shall be set apart and dedicated as park property or open space in perpetuity, to be known until formally named as "Inell Woods Park".

This Transfer of Jurisdiction and Control is made in accordance with the provisions of Council File No. 14-1457 of the City of Los Angeles.

In witness whereof, City of Los Angeles, a municipal corporation, by its City Council, has caused this Transfer of Jurisdiction and Control to be executed on its behalf, by its mayor, and its corporate seal to be thereto affixed by its City Clerk, this ___day of _____, 2026.

The City of Los Angeles, a municipal corporation

By: _____
Tony M. Royster, General Manager
Department of General Services

Attest:

Patrice Y. Lattimore, City Clerk

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of That document.

STATE OF CALIFORNIA}
COUNTY OF _____ }

On _____, before me, _____, a Notary Public,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____(Seal)

EXHIBIT "A"

APN: 6042-003-(900,901)
ADDRESS: McKinley Avenue @ 87th Street

LEGAL DESCRIPTION:

PARCEL A: 6042-003-901

ALL THOSE PORTIONS OF LOTS "F" AND 12 OF TRACT NO. 473, AS PER MAP RECORDED IN BOOK 17, PAGES 150 AND 151 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT F; THENCE ALONG THE EASTERLY LINE OF SAID LOT F, SOUTH 0° 10' 45" WEST 165 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOTS F AND 12, SOUTH 89° 41' 00" WEST 62.50 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT F, NORTH 0° 10' 45" EAST 165 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 12; THENCE ALONG THE NORTHERLY LINE OF SAID LOTS 12 AND F, NORTH 89° 41' 00" EAST 62.50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT TO THE COUNTY OF LOS ANGELES FOR PUBLIC ROAD AND HIGHWAY PURPOSES, OVER THE NORTHERLY 30 FEET OF SAID LAND, AS DESCRIBED IN DEED RECORDED IN BOOK 3471, PAGE 39 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: 6042-003-900

THE SOUTH 135 FEET OF LOT "F" AND THE EAST 32.5 FEET OF THE SOUTH 135 FEET OF LOT 12, IN TRACT NO. 473, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGES 150 AND 151 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

INCLUDING ALL RIGHT, TITLE AND INTEREST OF THE ABOVE GRANTORS IN AND TO ANY PUBLIC STREETS ADJOINING THE ABOVE-DESCRIBED PROPERTY.

EXCEPTING AND RESERVING TO THE GRANTORS, THEIR SUCCESSORS AND ASSIGNS, ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN, UNDER AND RECOVERABLE FROM SAID HEREIN BEFORE DESCRIBED PROPERTY, TOGETHER WITH THE RIGHT TO DRILL FOR AND PRODUCE SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES BY DIRECTIONAL DRILLING CONDUCTED FROM SURFACE LOCATION ON LANDS OTHER THAN THE LANDS FIRST HEREIN-ABOVE DESCRIBED IT BEING UNDERSTOOD THAT SUCH EXCEPTION AND RESERVATION SHALL NOT OPERATE TO CREATE ANY RIGHT TO CONDUCT DRILLING OPERATION FROM ANY PORTION OF THE SURFACE OF SAID ABOVE DESCRIBED LAND.

IT IS FURTHER UNDERSTOOD THAT ALL DIRECTIONAL DRILLING SHALL BE CONDUCTED IN SUCH MANNER THAT THE WELL, HOLE, SHAFT OR OTHER MEANS OF REACHING OR REMOVING SUCH OIL, GAS OR OTHER HYDROCARBON SUBSTANCES DOES NOT PENETRATE ANY PART OR PORTION OF SAID REAL PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF.

END OF LEGAL DESCRIPTION

The City of Los Angeles

To

JOB TITLE: McKinley Avenue @ 87TH Street
APN: 6042-003-900, &901
Cadastral Map No. 096A207-16

**CITY OF LOS ANGELES,
a municipal corporation acting by and
through its Board of Recreation & Park
Commissioners**

Transfer of Jurisdiction

Date: _____, 2026

This is to certify that the jurisdiction and control Transferred by this Notice of Transfer of Jurisdiction and Control is hereby accepted by its Board Officer and Recreation and Park Commissioners under the authority, Information, Technology and General Services Committee Report (Council File No. 14-1457) adopted by City Council on or about February 10, 2015, and the Transferee consents to the recordation thereof by its duly authorized officer.

Date _____, 2026

By _____
Board Secretary

By _____
Board President

Board of Recreation and Park Commissioners

Approved as to Authority _____,2026

By _____
Tony M. Royster, Authorized Officer

Approved as to description _____,2026

By _____
Louie N. Padua, Authorized Officer

Board Report No. 24-046

**BOARD OF RECREATION AND
PARK COMMISSIONERS**

SYLVIA PATSAOURAS
PRESIDENT

LYNN ALVAREZ
VICE PRESIDENT

MELBA CULPEPPER
MISTY M. SANFORD
IRIS ZUÑIGA

ARMANDO X. BENCOMO
COMMISSION EXECUTIVE ASSISTANT II

**CITY OF LOS ANGELES
CALIFORNIA**



**ERIC GARCETTI
MAYOR**

**DEPARTMENT OF
RECREATION AND PARKS**

EXECUTIVE OFFICE
P.O. BOX 86328
LOS ANGELES, CA 90086-0328

(213) 202-2633

MICHAEL A. SHULL
GENERAL MANAGER

March 25, 2016

Heal the Bay
1444 9th Street
Santa Monica, CA 90401

Attention: James Alamillo,
Urban Programs Manager

Gentlepersons:

Enclosed is Contract No. 3543, executed on March 16, 2016, between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization for the acquisition, development, and construction of new parks in Los Angeles.

Very truly yours,

**BOARD OF RECREATION AND
PARK COMMISSIONERS**

ARMANDO X. BENCOMO
Commission Executive Assistant II

Enclosure

cc: City Controller (w/ enclosure)
City Attorney (w/ enclosure)
Darryl Ford, Principal Project Coordinator, Planning, Construction, and
Maintenance Branch (w/ enclosure)

DONATION AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND HEAL THE BAY
FOR DEVELOPMENT AND CONSTRUCTION OF
WAYS PARK

This Donation Agreement ("Agreement") for Development and Construction of New Park(s) in City of Los Angeles is entered as of MARCH 16, 2016 by and between City of Los Angeles acting by and through its Board of Recreation and Park Commissioners ("Board") a California municipal corporation, and Heal the Bay ("HTB"), a 501(c)(3) nonprofit organization California, and the (Board and together with HTB, the "Parties" and each a "Party").

RECITALS

WHEREAS, HTB, seeks to create neighborhood parks and green space in Los Angeles that enhances the natural environment and provides recreational opportunities for all members of the community, particularly focusing in areas which are under-served by existing park space.

WHEREAS, Department of Recreation and Parks (RAP) wants to see new park(s) ("Prospective Parks") built by HTB, particularly in an area that is under-served by existing parks and recreation facilities, and RAP commits to accepting conveyance of the Prospective Parks and to maintaining the Prospective Parks and improvements (defined below) once built, for the benefit of the community.

Whereas, this Agreement shall be subject to, and contingent upon, successful grant application(s) resulting in one or more grant agreements (each a "Grant Agreement") to award grant funds in support of the development and construction of recreational facilities and other improvements ("Improvements") to be built upon the prospective property which is described in Exhibit A, attached hereto, which list may be amended over time by the mutual written agreement of the Parties. The terms of this Agreement shall apply to Prospective Parks.

WHEREAS, where sufficient grants are successfully awarded, HTB shall coordinate the development and construction of a Prospective Parks. As indicated on Exhibit A, it is anticipated that the Prospective Parks property will be conveyed to RAP.

WHEREAS, HTB in 2009 successfully secured a \$1,328,843.00 California State Parks Grant through Proposition 84 that provided the full funding for the development and construction of "improvements" to the Prospective Park property.

WHEREAS, HTB has asked to partner with RAP to perform the "Park Development Phase," which shall consist of HTB (i) developing a conceptual plan for the Improvements, using the results of outreach to be performed by HTB in partnership with local community organizations and RAP; (ii) contracting for and overseeing the construction of the

Improvements; and (iii) identifying and receiving funding necessary for construction of Improvements to the Prospective Parks property.

WHEREAS, HTB has an existing Lease Agreement with the City of Los Angeles for the development and maintenance of the Prospective Parks property and for the use and operation of the site as a multi-benefit park (Council File No. 11-0122-S1), which was executed on November 3, 2011 and has a term of 30 years, and that was entered into as part of HTB's Proposition 84 grant agreement and through which HTB currently has "Right-Of- Entry" privileges to construct the Improvements.

WHEREAS, the City of Los Angeles owns the Prospective Parks property and RAP desires for the jurisdiction of the City owned surplus property to be transferred from the Department of General Services (GSD) to the RAP in order to enable RAP to operate and maintain the Prospective Park once complete.

WHEREAS, HTB expects that the California State Parks Proposition 84 grant may be the best source of funds for the development and construction of the Improvements, and RAP is aware of and willing to commit to the land tenure requirements of the program (as described in Exhibit B).

WHEREAS, this Agreement is intended to summarize the primary roles and responsibilities of HTB and RAP towards the shared goal of getting Prospective Parks built. This Agreement also intends to highlight some of the contingencies that need to be satisfied in order to fulfill that objective. HTB and RAP wish to enter into this Agreement to establish the terms whereby HTB and the RAP shall work together on the Park Development Phase.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that HTB's ability to install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon grant money being awarded for the installation of the Improvements. Accordingly, HTB will initially use its good faith efforts to apply for grants, and RAP shall use its good faith efforts to cooperate with HTB in the grant application process. HTB's present intention is to apply for those grants identified on Exhibit A opposite the respective Prospective Parks Properties; if those grants are not awarded HTB will determine if other prospective funding sources may be available.
 - (a) Grant Applications. HTB shall lead the grant application process. As noted in the recitals, this Prospective Park has been fully funded prior to this Donation Agreement. If additional funding is needed for the project, RAP shall cooperate in the grant application process and shall have an opportunity to review and comment upon any future grant applications for this Prospective Park. RAP (subject to approval by the Board) shall accept an assignment of

any Grant Agreement related to the development of the Prospective Property and accept the Improvements. Future grant applications shall make clear that RAP is or shall be the owner of the Prospective Property and will be the long-term steward of the Improvements after they are completed by HTB and the Contractor (defined below).

- (b) Incorporation by Reference. The terms of HTB's installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement for a Prospective Property. The terms of any such Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any such Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement.
- (c) Land Tenure Requirement. RAP will be the long-term steward of the park site once the Prospective Property is transferred to RAP's jurisdiction and the Improvements are built on the Prospective Property. RAP understands that grant funding has been secured from the Proposition 84 Statewide Park Program. Consistent with the remainder of this Section 1, RAP explicitly recognizes that HTB will be relying upon RAP, as owner or future owner of the Prospective Property, to fulfill the twenty (20) or thirty (30) year land tenure requirement of long term stewardship of the Prospective Property and Improvements (if more than \$1,000,000 in Proposition 84 Statewide Park Program grant funds are awarded for a Prospective Property then the land tenure requirement is thirty (30) years, otherwise it is twenty years). This twenty (20) or thirty (30) year land tenure requirement may be renewed by HTB or RAP, however this renewal clause shall be non-binding upon RAP unless RAP is willing to renew at the conclusion of the initial land tenure term requirement. Both Parties are willing to separately provide resolutions to the Proposition 84 Statewide Park Program to confirm their respective commitments under this Agreement. Specimens of the respective resolutions of HTB and RAP are attached hereto as Exhibits D and E, and each will be adopted by the respective board in substantially that form before the Proposition 84 Statewide Park Program grant applications are submitted for any Prospective Park. The land tenure form and details of the land tenure requirement are attached hereto as Exhibit B.

- 2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the parties hereto ("Effective Date"). Except those provisions which are explicitly stated survive the termination of this Agreement, the Term, with respect to any particular Prospective Property, shall expire on the date upon which RAP, subject to final acceptance and approval of the Improvements by the Board of Recreation and Park Commissioners, executes a letter accepting the Improvements as described in Section 15 below, or upon such earlier date as RAP or HTB terminates this Agreement in accordance with Section 20 below. RAP is aware that, pursuant to the terms of the Grant Agreement, the Improvements must be

completed by HTB and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with HTB in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement. The Term may also effectively end, with respect to any particular Prospective Property where for which HTB, despite its good faith efforts, is unable to secure adequate grant funding. So long as the Parties are pursuing at least one Prospective Property (including any Prospective Property subsequently added to Exhibit A by the mutual written agreement of the Parties), the Term may also continue with respect to such Prospective Property.

3. Environmental Assessment. HTB shall select, hire, and instruct an environmental site assessor, who is acceptable to RAP, to prepare an environmental assessment of the soils, waters, and any improvements on the Prospective Property. Each Party will provide the other Party with a copy of any Environmental Assessment such Party contracts for and each Party will be contractually entitled to rely upon any Environmental Assessment that the other Party obtains.
4. Grant-writing. HTB will coordinate grant-writing responsibilities with RAP that are undertaken in an attempt to raise the funds necessary to cover the full cost of the Park Development Phase for each Prospective Property.
5. Outreach. HTB, working closely with RAP and local community based organizations, shall conduct public workshops and/or other community outreach efforts designed to ascertain the recreational needs of community members in the area surrounding the Property ("Outreach"). HTB shall use the results of the Outreach to develop a conceptual plan for the Improvements.
6. Development of Plans and Specifications. HTB, at its own expense and at no cost to RAP, shall develop a conceptual plan for the Improvements that are consistent with both (i) the terms of any Grant Agreement(s) and (ii) the desires of RAP, local community-based organizations, and the community as a whole as gleaned through HTB-sponsored public workshops and other community outreach efforts. Following RAP's review and HTB's receipt of written approval of the conceptual plan, HTB shall prepare detailed final plans and specifications ("Plans and Specifications"), for RAP's review and approval. HTB will provide two (2) sets of the Plans and Specifications to RAP signed by a licensed landscape architect. HTB shall submit the Plans and Specification for approval by the Board.
7. Right of Entry. HTB has an existing Right-Of-Entry permit through its existing Lease Agreement with the City of Los Angeles. During the Term, as soon as RAP has control of the Prospective Property, HTB and RAP shall coordinate the termination of the existing Right-Of-Entry permit and RAP shall, through a Right-Of-Entry permit issued by RAP, allow HTB, its employees and agents, full and unrestricted access to the Prospective Property at no cost to HTB to install the Improvements. During

the Term, RAP gives HTB full authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Property in accordance with the Plans and Specifications and the terms of any Grant Agreements.

8. Selection of a Contractor; Installation of the Improvements. HTB will select a contractor ("Contractor") to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. HTB shall require its contractor to provide a performance bond in the amount of 100% of the contract amount and in a form acceptable to the City of Los Angeles to ensure the completion of the Improvements.
9. Payments. HTB will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to RAP, in accordance with the terms of any Grant Agreement. During the Term of this Agreement, the real property underlying each Prospective Property shall not be used as security for any loans or mortgages or otherwise have any liens, encumbrances, or stop notices placed on it. By way of specification without limitation, HTB shall keep each Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by HTB and shall indemnify, hold harmless and defend RAP from any liens, encumbrances, and stop notices arising out of any work performed or materials furnished by or at the direction of HTB. In the event that HTB shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien, encumbrance, or stop notice to be released of record by payment or posting of a proper bond, RAP shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to HTB, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien encumbrance, or stop notice. All such sums paid by RAP and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by HTB to RAP on demand.
10. Construction Management. If no professional construction management firm is hired, HTB and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, ensuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. RAP staff will participate in the scheduled progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.
11. Construction Inspections. RAP or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, RAP or its designee's staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 15.

12. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency, organization, or department in connection with the construction or opening celebration of the Improvements, HTB shall be responsible for payment (and/or obtaining a waiver from the permitting agency) of all such Fees.

13. Indemnification.
 - (a) During the Term of this Agreement, with respect to each Prospective Park which RAP owns, until the issuance by RAP of the Acceptance Letter pursuant to Section 15 of this Agreement, HTB shall indemnify and save harmless RAP, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, including any design or construction defects and/or otherwise arising from the development or construction of the Improvements, except to the extent that such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of RAP, its officers, agents or employees. The indemnity obligations described in this Section 13(a) shall survive expiration of this Agreement. In addition to HTB's obligation to indemnify RAP, HTB specifically acknowledges and agrees that it has an immediate and independent obligation to defend RAP from any claim that actually or potentially falls within this indemnification provision.

 - (b) Following issuance by RAP of the Acceptance Letter pursuant to Section 15 of this Agreement, RAP shall indemnify and save harmless HTB and its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, after City's acceptance of the Improvements and/or during City's operation and maintenance of the park, except to the extent that such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of HTB, its officers, agents or employees. The indemnity obligations described in this Section 13(b) shall survive expiration of this Agreement. In addition to RAP's obligation to indemnify HTB, RAP specifically acknowledges and agrees that it has an immediate and independent obligation to defend HTB from any claim that actually or potentially falls within this indemnification provision.

14. Insurance. During the Term, HTB shall maintain the insurance coverage required under any of the Grant Agreements. In addition the general liability and automobile liability policies of such coverage shall contain, or be endorsed to contain, the following provisions:

- (a) RAP, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of HTB during the Term; and with respect to liability arising out of work or operations performed by or on behalf of HTB during the Term, including materials, parts or equipment furnished in connection with such work or operations.
 - (b) For any claims related to this agreement, HTB's insurance coverage shall be primary insurance with respect to RAP, its officers, agents and employees.
 - (c) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 - (d) HTB shall in all instances require their contractor to have RAP as additionally insured.
15. Final Acceptance. Upon notice from HTB that the Improvements on the Prospective Park have been installed in accordance with the Plans and Specifications, RAP or its designee shall, within fifteen (15) working days of such notice, perform a final inspection; provided, however, that HTB shall not deliver such notice to RAP until HTB has: (1) obtained all necessary regulatory approvals, (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 11, (3) submitted to RAP the waivers and releases and assignments required under Sections 16 and 17 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new Punchlist for completion by HTB and Contractor. Upon RAP's inspection and decision to accept the work, RAP will submit the project to the Board of Recreation and Park Commissioners for final approval and acceptance. Upon this approval, RAP shall prepare a letter of final acceptance (the "Acceptance Letter") addressed to HTB. Upon receipt of the Acceptance Letter, HTB shall immediately remove all of its property from the Prospective Property and shall repair, at HTB's cost, any damage to the Prospective Property caused by such removal or caused by HTB's construction activities on the Prospective Property. Following delivery of the Acceptance Letter, RAP shall provide HTB with a Resolution from the Board accepting the Improvements as a "gift-in-place" from HTB. Prior to delivery by RAP of (1) the Acceptance Letter to HTB, and (2) the Assignment and Assumption of Grant Agreement(s) detailed in Section 16 below, HTB and/or RAP shall not allow public use of the Prospective Property or Improvements.
16. Assignment and Assumption of Grant Agreement(s). The long-term maintenance responsibly extend beyond the end of the Term of the Agreement of the Grant Agreement(s), e.g., provisions pertaining to accepted uses and maintenance of the Prospective Property, extend beyond installation of the Improvements by HTB and acceptance thereof by RAP. Accordingly, RAP's delivery of the Acceptance Letter shall also constitute RAP's assumption and acceptance of HTB's obligations as

grantee of any Grant Agreement. Specifically, and without limitation, RAP shall thereupon assume and accept the obligations of any Grant Agreement pertaining to use and maintenance of the Prospective Property and Improvements and the land tenure requirements discussed in Section 1(c) above, if a Proposition 84 Statewide Park Program Grant Agreement is awarded for installing Improvements on the Prospective Property. HTB and RAP each agree to execute any assignment and assumption of any Grant Agreement once RAP has delivered the Acceptance Letter to HTB.

17. Delivery of Improvements. Following Final Acceptance by RAP, HTB shall deliver the Improvements free of all liens, easements or potential claims and shall provide RAP fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against RAP, its employees and agents. HTB shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. HTB shall also assign to RAP the right to any available remedies for latent defects. HTB shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.
18. Signage. RAP agrees that HTB shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of HTB, the grantors under any Grant Agreements, and community based organizations, subject to the prior approval of RAP and contingent upon the receipt of all necessary approvals pursuant to normal RAP procedures. Signage shall be installed by HTB during installation of the Improvements or by RAP following Final Acceptance, in accordance with the requirements of any Grant Agreement. The Board of Recreation and Park Commissioners shall have the sole right to name the Prospective Property according to its naming policy.
19. Publicity. RAP and HTB agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. RAP agrees to notify HTB in writing of any press release, public announcement, or marketing of the Prospective Parks. Moreover, to the extent stipulated in any Grant Agreement, RAP shall duly notify any grantors prior to any public or media events publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement.
20. Termination. Any failure to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall

constitute an event of default ("Event of Default"), provided that HTB shall have a period of fifteen (15) business days from the date of written notice from RAP of such failure within which to cure such default under this Agreement, or, if such default is not capable of cure within such fifteen (15) day period, HTB shall have a reasonable period of time to complete such cure if HTB promptly undertakes action to cure such default within such fifteen (15) day period and uses its best efforts to complete such cure within sixty (60) calendar days after receipt of notice of default. Upon occurrence of an Event of Default by HTB, RAP shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

HTB shall have the right to terminate this Agreement, with respect to any Prospective Property, if, despite HTB's good faith efforts, (i) HTB is unable to secure grant funding for the installation of the development and construction of the Improvements on the Prospective Property.

If HTB successfully completes the installation of the Improvements on a Prospective Property and receives the Acceptance Letter from RAP then this Agreement shall specifically not be terminable by RAP with respect to any continuing obligations of RAP, as successor grantee, under any Grant Agreements, including the land tenure requirement if a Proposition 84 Statewide Park Program Grant Agreement is in place.

21. Use and Maintenance of Prospective Property and Improvements.

- (a) RAP may only use the Prospective Property and Improvements in a manner which is consistent with the terms of any Grant Agreement, and RAP assumes the obligations for use and maintenance of the Prospective Property and the Improvements for the time and in the manner specified in any Grant Agreement. RAP shall make no other use or sale or other disposition of the Prospective Property, except as authorized by any Grant Agreement. This Agreement shall not prevent the transfer of the property from RAP to another public agency, if the successor public agency assumes the obligations imposed by any Grant Agreement to the satisfaction of the grantor.
- (b) HTB may use the Prospective Property to provide clean-ups, educational events, and community resiliency projects that serve, in general communities in the Compton Creek Watershed including, but not limited to, the City's South Park, Watts, Vermont Knolls, and Florence neighborhoods. HTB will continue to work with schools and community stakeholders in the communities surrounding the Prospective Park to organize park and alley beautification events. Additionally, HTB agrees to continue to offer free programming to schools located in the Compton Creek Watershed, which include, but are not limited to environmental literacy, the "Lunch and Learn

program”, the “Key to the Sea” professional development program, Speakers Bureaus, and creek education. RAP shall, through a Right-Of-Entry permit issued by RAP, allow HTB, its employees and agents, access to the Prospective Property for the types of activities described in this Section 21(b). Furthermore, this Section 21(b) shall survive expiration of this Agreement.

22. Memorandum of Grant Agreement. To the extent required under the terms of any Grant Agreement, RAP agrees to execute (with notarized signatures) and deliver to HTB an original memorandum or notice of any such Grant Agreement. HTB may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.
23. CEQA Compliance. HTB and RAP shall work together to provide an Environmental Compliance Certification Form or other form required by a funding source, in the form of Exhibit C, which certifies the Project has been determined to be exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). HTB shall be responsible for all costs associated with the completion of said process.
24. Miscellaneous.
 - (a) This Agreement may be amended or modified only in a writing signed by both HTB and RAP. This Agreement may be signed in counterparts.
 - (b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.
 - (c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City and County of Los Angeles’s Charter, its Municipal Code and applicable state and federal laws, building codes and regulations.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Donation Agreement for Development and Construction of the New Parks in City of Los Angeles to be executed as of the date first written above.

Executed this 16TH day
of MARCH, 2016

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By [Signature]
PRESIDENT
By [Signature]
SECRETARY

Executed this 16TH day
of MARCH, 2016

HEAL THE BAY, a 501(c)(3) non-profit corporation

By [Signature] 2/25/2016
PRESIDENT
By [Signature]
SECRETARY 02-25-2016

Approved as to Form:

Date: 3-17-16
Michael N. Feuer,
City Attorney

By [Signature]
ARLETTA M. BRIMSEY,
Deputy City Attorney

ATTEST:
Date: [Signature]
HOLLY L. WOLCOTT, City Clerk

By 3/25/16
DEPUTY CITY CLERK

Contract # _____
Council File Number: C-127290 approval: _____
Said Agreement is Number _____ of City Contracts

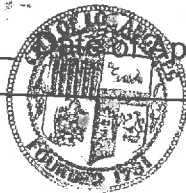


Exhibit A

Description of Prospective Properties and Funding Sources

(List may be amended by mutual written consent of the parties)

Prospective Parks:

- **WAYS PARK PROJECT**

- **Project Address:** Mckinley and 87th Street
SouthWest Corner, Los Angeles, CA 90002
- **Council District:** Nine (9)
- **Site Ownership:** City of Los Angeles
- **Funding Source:** California State Parks Proposition 84 Grant:
Statewide Park Program and Nature Education
Facilities Program (Grant #SW-19-014)

Exhibit B
Land Tenure Requirements

PROPOSITION 84: Land Tenure Form

APPLICANTS must complete this form when the PROJECT does not involve ACQUISITION and the site is not owned by the APPLICANT in fee simple. Indicate the page numbers where the following information can be found in the agreement.

- Type of agreement:** _____
 - Identify the type of agreement, such as a lease, joint powers agreement, easement, memorandum of understanding, etc.

- Parties to the signed agreement** Found on page(s) _____
 - Highlight the sections which identify the parties to the agreement.
 - The agreement must be signed by all parties.

- Term of the agreement** Found on page(s) _____
 - All GRANT amounts up to \$1,000,000 require at least 20 years of land tenure.
 - All GRANT amounts greater than \$1,000,000 require at least 30 years of land tenure.
 - OGALS will start counting the 20 or 30 year land tenure requirement from the APPROPRIATION DATE.

- Renewal clause** Found on page(s) _____
 - The renewal clause must include an option (which can be non-binding) for the APPLICANT/GRANTEE to renew the agreement beyond the original 20 or 30 year term requirement.

- Termination (revocability)** Found on page(s) _____

Any of the following is acceptable:

 - No termination clause - the agreement is non-revocable.
 - The termination clause may specify that the agreement is revocable for breach of the agreement/for cause.
 - The termination clause may specify that the agreement is revocable by mutual consent.

The following is not acceptable: A termination clause that allows the land owner to revoke the agreement without cause (at will) will not be approved.

- Site Control Roles and Responsibilities**..... Found on: Page 29 (Councilwoman Perry Letter)
 - The APPLICANT must have the authority to construct, operate, and maintain the PROJECT in accordance with the CONTRACT provisions.

- Roles and responsibilities** Found on page(s) _____
 - The agreement must authorize the APPLICANT to proceed with the construction PROJECT. The APPLICANT may delegate construction to other entities.
 - The agreement gives APPLICANT permission to operate the PROJECT site (such as scheduling recreational programs). The APPLICANT may delegate operational roles to other entities.
 - The agreement identifies which entity is responsible for maintenance of the PROJECT site. Entities other than the APPLICANT may have this role.

Exhibit C
Environmental Compliance Certification Form

PROPOSITION 84: CEQA Compliance Certification Form

Applicant/Grantee: _____ Project Name: _____

Project Address: _____

When was CEQA analysis completed for this project?

CEQA Completion is Pending Review (see attached Contingency Plan if exemption is not approved).

What documents were filed for this project's CEQA analysis: (check all that apply)

- Initial Study Notice of Exemption Negative Declaration
- Mitigated Negative Declaration Environmental Impact Report
- Other _____

Please attach the Notice of Exemption or the Notice of Determination as appropriate.

If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: _____ Contact Person: _____

Mailing Address: _____

Phone: (____) _____ Email: _____

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

THIS NOTICE WAS POSTED

ON May 28 2015

UNTIL June 29 2015

REGISTRAR - RECORDER/COUNTY CLERK

CITY OF LOS ANGELES
 OFFICE OF THE CITY CLERK
 ROOM 395, CITY HALL
 LOS ANGELES, CALIFORNIA 90012
 CALIFORNIA ENVIRONMENTAL QUALITY ACT
NOTICE OF EXEMPTION
 (Articles II and III - City CEQA Guidelines)

2015 142705



FILED
May 28 2015

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by KATHRYN DBALLBORO

Submission of this form is optional. The form shall be filed with the County Clerk, 12400 E. Imperial Highway, Norwalk, California, 90650, pursuant to Public Resources Code Section 21152(b). Pursuant to Public Resources Code Section 21167(d), the filing of this notice starts a 35-day statute of limitations on court challenges to the approval of the project.

LEAD CITY AGENCY AND ADDRESS: Environmental Management Group Los Angeles City Engineer 1149 S. Broadway, MS 939 Los Angeles, CA 90015	COUNCIL DISTRICT 9
--	------------------------------

PROJECT TITLE: Wisdom Academy for Young Scientists (W.A.Y.S) Park CIP No. W.O.	LOG REFERENCE
---	----------------------

PROJECT LOCATION: Project is located between McKinley Avenue, McKinley Place, 87th Street, and 87th Place, in the South Los Angeles Community

T.G. Page 704 Grid E3

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: This project will provide for a neighborhood park on an approximate 1/2 acre parcel that is currently vacant and paved over with asphalt in South Los Angeles. The project will capture the local storm water runoff via curb cuts to be used for subsurface irrigation via an Environmental Passive Integrated Chamber (EPIC) system. Additionally, the project will include the following features: playground equipment, benches, game tables, drought tolerant plants; and a low perimeter fence.

CONTACT PERSON Shokoufe Marashi	TELEPHONE NUMBER 213-485-5759
--	---

EXEMPT STATUS: (Check One)	CITY CEQA GUIDELINES	STATE CEQA GUIDELINES
<input type="checkbox"/> MINISTERIAL	Art. II, Sec. 2.b	Sec. 15268
<input type="checkbox"/> DECLARED EMERGENCY	Art. II, Sec. 2.a(1)	Sec. 15269(a)
<input type="checkbox"/> EMERGENCY PROJECT	Art. II, Sec. 2.a(2)(3)	Sec. 15269(b)(c)
<input type="checkbox"/> GENERAL EXEMPTION	Art. II, Sec. 1	Sec. 15061(b)(3)
<input checked="" type="checkbox"/> CATEGORICAL EXEMPTION*	Art. III, Sec. 1 Class 3 Cat. (4) (9)	Sec. 15303 (d)(e)
<input type="checkbox"/> STATUTORY*	Art. _____	Sec. _____

* See Public Resources Code Sec. 21080 and set forth state and city guidelines provisions.

JUSTIFICATION FOR PROJECT EXEMPTION: This project is categorically exempt under Section 15303 (d) and (e) (New Construction or Conversion of Small Structures) under CEQA as well as Article III, Section 1, Class 3, Categories (4) and (9) of the *City of Los Angeles CEQA Guidelines*. The project qualifies as installation of new equipment involving negligible or no expansion of use if required for safety, health, the public convenience, or environmental control; and as installation of surface and subsurface pipelines involving negligible or no expansion of use beyond that previously existing. None of the limitations set forth in State CEQA Guidelines 15300.2 apply (see attached narrative).

IF FILED BY APPLICANT, ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING


SIGNATURE: <i>Maria E Martin</i> Maria Martin	TITLE: Environmental Affairs Officer Environmental Management Group	DATE: 5-15-15
FEE: \$75.00	RECEIPT NO.	REC'D BY
		DATE

DISTRIBUTION: (1) County Clerk (2) City Clerk (3) Agency Record

6. **Historical Resources.** This exception applies when a project may cause a substantial adverse change in the significance of a historical resource.

There are no identified historic resources within the project area. As such, this exception has no application here.

2015 142705
FILED
MAY 28 2015

2015 142705

FILED
MAY 28 2015

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by KATHRYN BRADFORD

Exhibit D
RAP Required Resolutions

Resolution No: _____

RESOLUTION OF THE _____
OF _____
Approving the Application for STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the _____ hereby:

Approves the filing of an application for the _____ and

1. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s); and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to _____ to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines

Approved and adopted the _____ day of _____, 20____

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the _____ following a roll call vote

Ayes: _____
Noes: _____
Absent: _____

(Clerk)

Exhibit E
Heal the Bay Required Resolutions



1444 9th Street
Santa Monica CA 90401

ph 310 451 1550
fax 310 496 1902

info@healthebay.org
www.healthebay.org

Resolution No: N/A

RESOLUTION OF THE Board of Directors OF Heal the Bay
Approving The Application For STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract not to exceed \$1.5 million with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the (Heal the Bay Board of Directors) hereby:

Approves the filing of an application for the (WAYS Reading & Fitness Park), and

1. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (Heal the Bay Staff) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
5. Agrees to comply with all applicable state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 24 day of FEBRUARY, 2010

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the (Heal the Bay Board of Directors, Executive Committee) following a roll call vote:

Ayes: Todd Flora, Barry Gribbon, Brian O'Malley, Jorge Delgado, Gaij Perkins

Nose: 0

Absent: STEPHANIE RODRIGUEZ, WYANN WILLIAMS


Matthew J. Hart
Matthew J. Hart, Chairman of the Board

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: November 8, 2023

TO: Michael Scaduto, Principal Engineer
 Safe Clean Water Implementation Division
 Department of Public Works
 LA Sanitation and Environment

FROM: Darryl Ford, Superintendent
 Planning, Maintenance, and Construction Branch
 Department of Recreation and Parks



**SUBJECT: LETTER OF AGREEMENT FOR ON-SITE BMP MAINTENANCE FOR
 MCKINLEY PLACE PARK AKA INELL WOODS PARK PROJECT – 87TH STREET
 AND MCKINLEY AVENUE, LOS ANGELES, CA 90002**

As part of the requirements for the Low Impact Development Ordinance (LID), the Department of Recreation and Parks (RAP) will implement the following on-site stormwater Best Management Practices (BMP) at the 87TH Street and McKinley Avenue.

1. 2,566 cubic feet of Permavoid planter with extended base
2. 2,745 square feet of Permavoid planting area
3. 1,370 SF of Permeable Pavers for incidental rainfall
4. 3,383 SF of site landscape excluding Permavoid planting area
5. One (1) Stormwater inlet structure per standard plan S351-1
6. One (1) stormwater overflow outlet curb drain.
7. One (1) stormwater filter box with filter
8. 1,297 SF Permeable pavers outside of the Permavoid planting area

As part of this development the Department of Recreation and Parks (RAP) agrees to maintain:

1. 2,745 square feet of Permavoid planting area
2. 3,383 SF of site landscaped area
3. 1,370 SF of Permeable Pavers for incidental rainfall
4. One stormwater filter box with filter
5. 1,297 SF Permeable pavers outside of the Permavoid planting area

As part of this development the Department of Public Works, LA Sanitation and Environment, agrees to maintain:

1. 2,566 cubic feet of Permavoid CU planter with extended base
2. One Stormwater inlet structure per standard plan S351-1
3. One stormwater overflow outlet curb drain.

The above BMP's will be implemented in accordance with the attached documents (Exhibit X 8.5"x11" Plot Plan, BMP Summary and Operation and Maintenance for ABT Permavoid, Catch Basin Filter Insert, and Porous and Permeable Pavers).

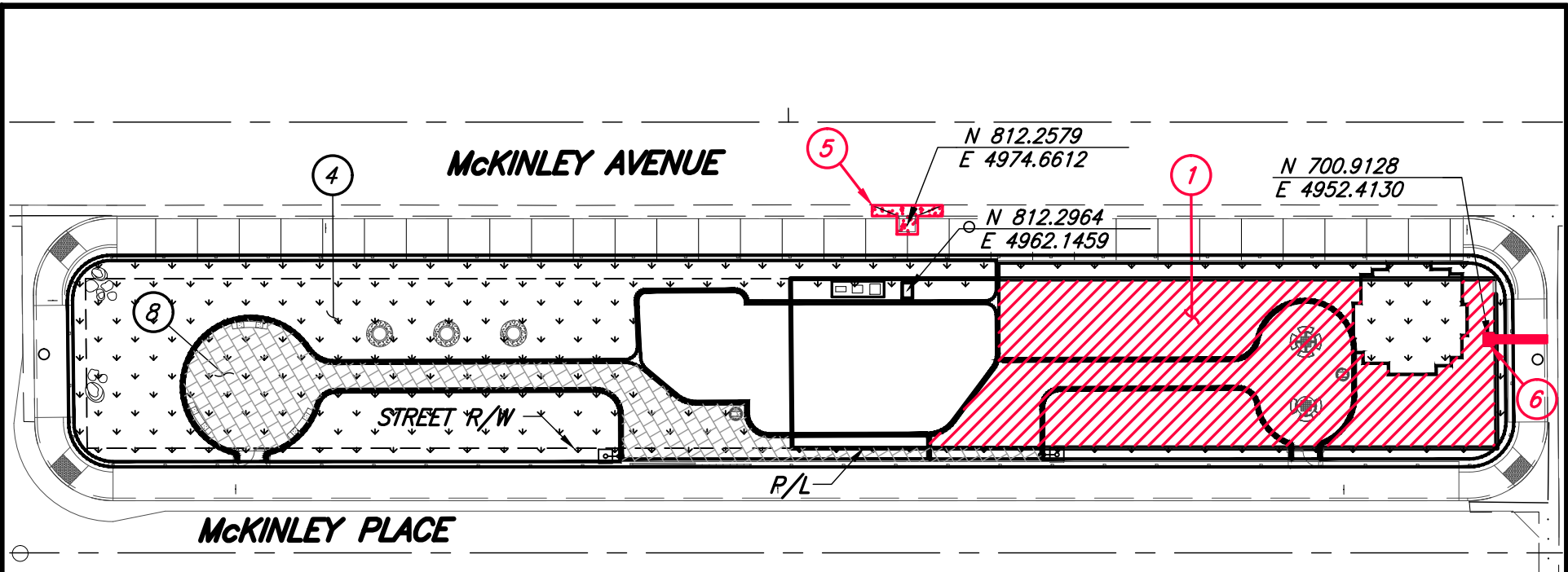
If you have any questions or need additional information, please contact Fernando Torres at fernando.torresjr@lacity.org

DF/RT:ar

Attachments:

1. BMP Site Plan (Exhibit 1A)
2. Operations & Maintenance Plan (Attachment 1)

cc: Fernando Torres, RAP
Javier Solis, RAP
Alfredo Magallanes, LASAN
Orval Hernandez-Marcial, LASAN
Jorge Mejia, LASAN
Ida Meisami-Fard, LASAN



SANITATION & ENVIRONMENT LID MAINTENANCE RESPONSIBILITY

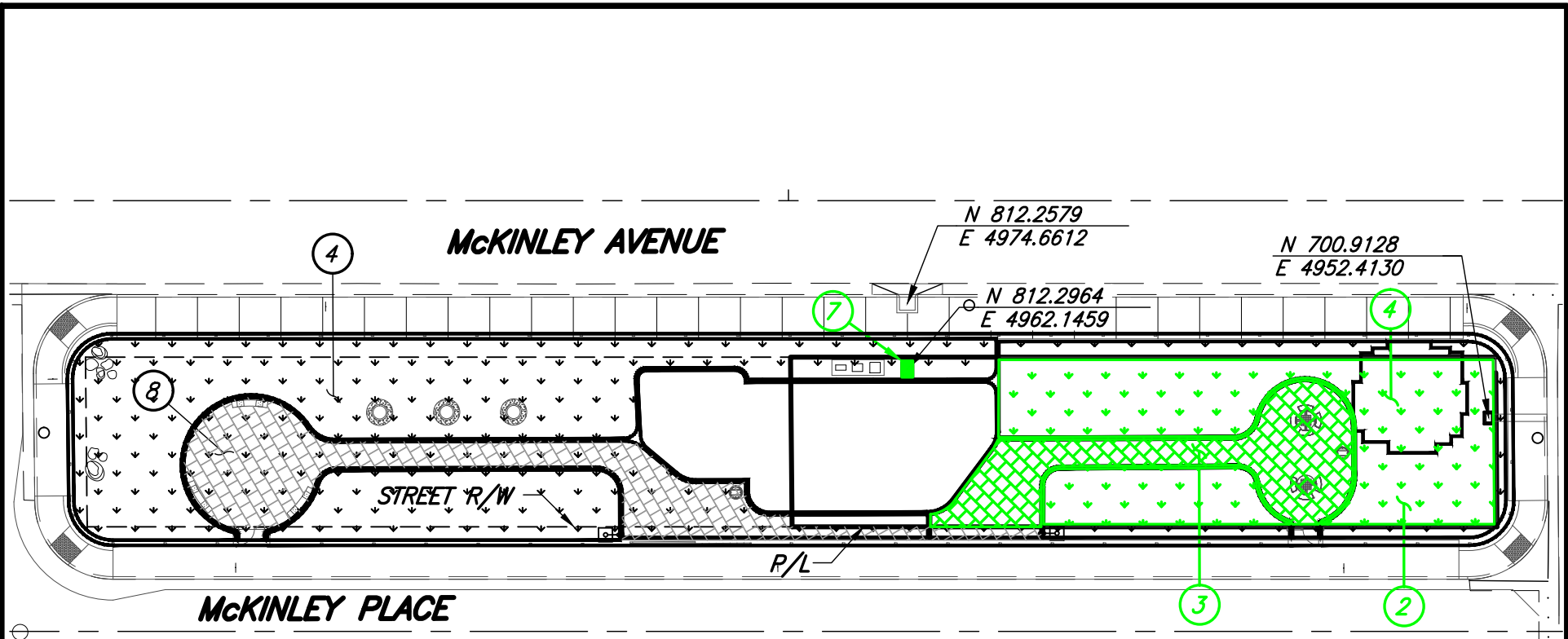
NOTE
 SEE EXHIBIT 1C
 SHEET 3 FOR NOTES



Barbara L. Hall, P.E., Inc.
 318 West Evergreen Avenue
 Monrovia, CA 91016
 Phone: (626) 256-3220
 Fax: (626) 256-3218

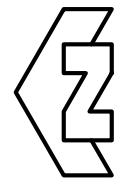
EXHIBIT 1A
 INELL WOODS PARK
 87TH ST. AND MCKINLEY AVE.
 LOS ANGELES, CA 90002

SHEET
1 OF **4**



DEPARTMENT OF RECREATION & PARKS LID MAINTENANCE RESPONSIBILITY

NOTE
SEE EXHIBIT 1C
SHEET 3 FOR NOTES



Barbara L. Hall, P.E., Inc.

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EXHIBIT 1B
INELL WOODS PARK
87TH ST. AND MCKINLEY AVE.
LOS ANGELES, CA 90002

SHEET
2 OF 4

STORMWATER BMPS

- * ① 2,566 CF PERMAVOID UNITS WITH EXTENDED BASE
(SEE EXHIBIT 1B FOR DETAILS).
- ** ② 2,745 SF OF PERMAVOID PLANTING AREA.
- ** ③ 1,370 SF OF PERMEABLE PAVERS FOR INCIDENTAL RAINFALL.
- ** ④ 3,383 SF OF SITE LANDSCAPE EXCLUDING PERMAVOID
PLANTING AREA.
- * ⑤ ONE (1) STORMWATER INLET STRUCTURE PER STANDARD PLAN S351-1.
- * ⑥ ONE (1) STORMWATER OVERFLOW OUTLET CURB DRAIN.
- ** ⑦ ONE (1) STORMWATER FILTER BOX WITH FILTER.
- ** ⑧ 1,297 SF PERMEABLE PAVERS OUTSIDE OF PERMAVOID.

MAINTENANCE RESPONSIBILITY:

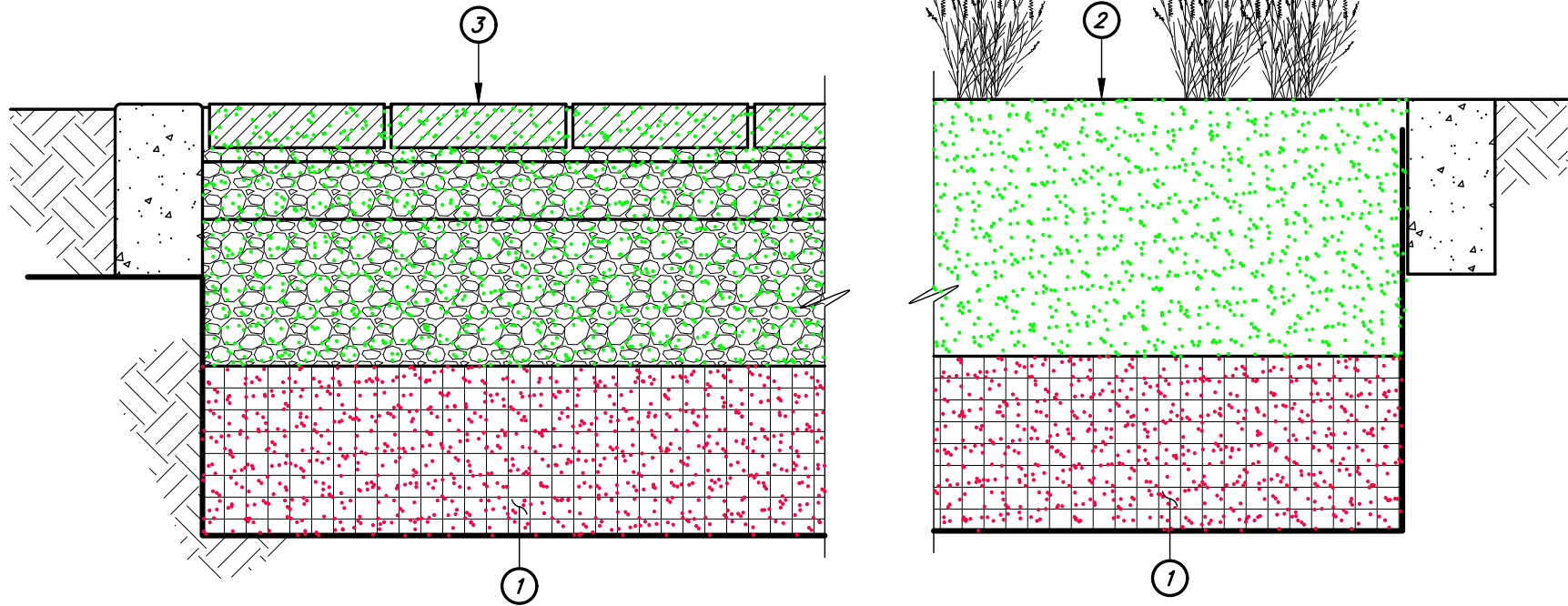
- * CITY OF LOS ANGELES, SANITATION & ENVIRONMENT (LASAN).
- ** CITY OF LOS ANGELES, DEPARTMENT OF RECREATION &
PARKS (RAP).

Barbara L. Hall, P.E., Inc.

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Monrovia, CA 91016
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EXHIBIT 1C
INELL WOODS PARK
87TH ST. AND MCKINLEY AVE.
LOS ANGELES, CA 90002

SHEET
3 OF **4**



PERMAVOID PLANTER

NTS

MAINTENANCE RESPONSIBILITY:



* CITY OF LOS ANGELES, SANITATION & ENVIRONMENT (LASAN).



** CITY OF LOS ANGELES, DEPARTMENT OF RECREATION & PARKS (RAP).

NOTE

SEE EXHIBIT 1C
SHEET 3 FOR NOTES

Barbara L. Hall, P.E., Inc.

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Monrovia, CA 91016
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Fax: (626) 256-3218

EXHIBIT 1D
INELL WOODS PARK
87TH ST. AND MCKINLEY AVE.
LOS ANGELES, CA 90002

SHEET
4 OF **4**

PROJECT NAME: Inell Woods Park
SITE ADDRESS: 8703 McKinley Ave, Los Angeles, CA 90002

Attachment 1

BMPs Implemented for this Project

BMP Fact Sheets for the following are implemented for this project:

Building and Grounds Maintenance (SC-41)	S-1: Storm Drain Message and Signage
Parking/Storage Area Maintenance (SC-43)	S-3: Outdoor Trash Storage Area Design
Efficient Irrigation (SD-12)	

Operation & Maintenance and Inspection Plan

1. PARKING LOT MAINTENANCE AND INSPECTION

Sweeping and maintenance of the parking areas will be performed at least monthly during the dry season. Patrol areas weekly (or more often if necessary) for illegal dumping of waste, particularly in the parking areas. Implement a parking area maintenance program for the parking areas and trash enclosure to ensure debris and trash are collected promptly.

2. DRAINS MAINTENANCE

The area drains, planter drains, and parkway drains will be inspected by maintenance personnel at least once per year and after a storm event and cleaned/serviced if necessary.

3. INLET STRUCTURE WITH SEDIMENT TRAP

The inspection and maintenance program will include the following key components:

- 1) Regular inspections.
 - a) Inspect before and after the rainy season (October-May) and after each storm event.
- 2) Maintenance.
 - a) Clean/remove sediment as needed to ensure proper function.

4. STENCILING

Legibility of stencils and/or signs at all storm drain inlets, area drains, and catch basins within the project area must be maintained at all times.

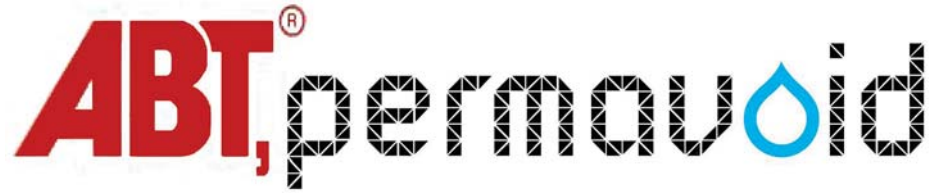
5. MAINTENANCE LOG

A log of all inspection and maintenance activities performed on the infiltration system, catch basins, and filter inserts shall be maintained. This log shall be kept on-site.

6. PERMAVOID CAPTURE AND USE/BIOFILTRATION PLANTERS

In addition to the BMP Operation & Maintenance discussed above, the control measures identified in the following document will also be maintained. This document will always be kept on-site and will be updated as needed.

- 1) **ABT® Permavoid Operation & Maintenance Manual**



Operation & Maintenance Manual



P.O. Box 837 - 259 Murdock Road - Troutman, NC 28166
Tel (704) 528-9806 - Fax (704) 528-5478 - www.abtdrains.com
Toll free in the USA, Canada, and Mexico (800) 438-6057

Operation

The ABT Permavoid stormwater management - water conservation system is designed to compliment and enhance nearly any engineered drainage system. It is capable of performing multiple structural and water management functions simultaneously including; conveyance, attenuation, retention, detention, infiltration, irrigation and subbase replacement. In any configuration, ABT Permavoid is designed to accomplish these tasks autonomously without user input. To do so it is recommended for the long lasting quality performance of the system that all water entering the units go through pretreatment methods or devices.

Pretreatment

The pretreatment of water entering an ABT Permavoid system can be achieved in a variety of different ways. The primary objective is the removal of total suspended solids (TSS) to ensure continued adequate void space is available during rainfall events. Devices and methods shown to accomplish this include but are not limited to the following:

ABT FirstFlush Systems

ABT Trench Drains

Permeable Paving

Rain Garden / Bioswale Inlets

Sump Style Catch Basins

Settling Chambers

Austin Sand Filters

Other Manufactured Systems

Note: Consult and comply with all local and state pretreatment codes and requirements.

Inspection Purpose & Frequency

With all stormwater devices it is recommended that a regular inspection schedule be developed and maintained such that any abnormalities within the system can be addressed prior to rainfall events thus ensuring optimal performance. This process begins first with investigation of all pretreatment devices and should be performed in accordance with the manufacturers frequency recommendations and procedures. Next is the inspection of the ABT Permavoid system. As each site is unique the regularity at which inspections shall occur will be determined by local conditions. At a minimum it is recommended for new installations that inspections be performed after the first three rainfall events and quarterly for the first year. After the first year regular inspections should be performed on an annual basis.

Inspection & Maintenance Components

To perform a typical inspection of the ABT Permavoid system the use of standard and optional equipment may be required. The following is a basic guideline for the components involved:



Inlet / Outlet Connection



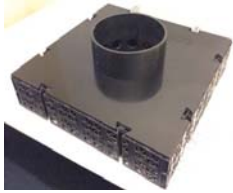
Clean-Out Port



Inspection Port



Water Truck



Sedimentation Chamber



Flash Light



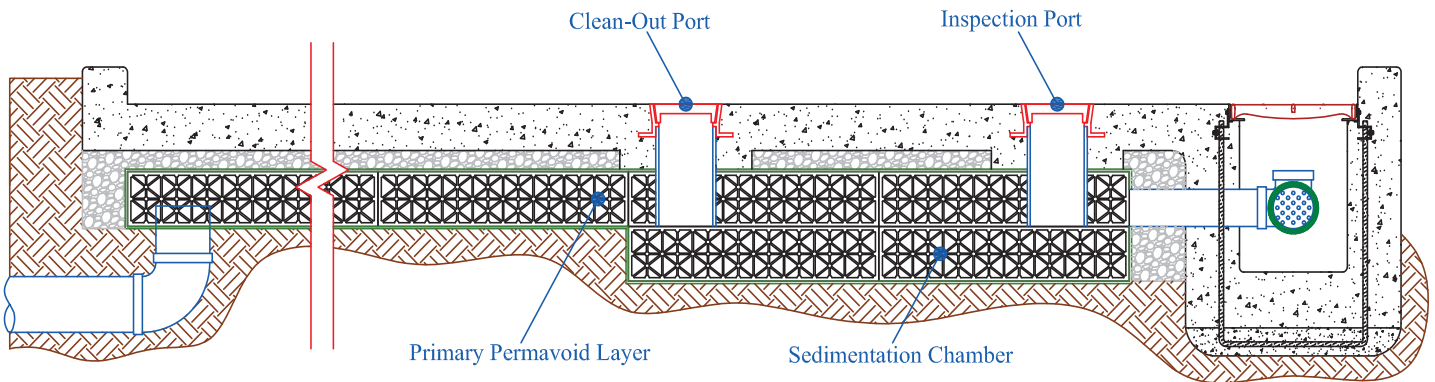
Stadia Rod



Vacuum Truck

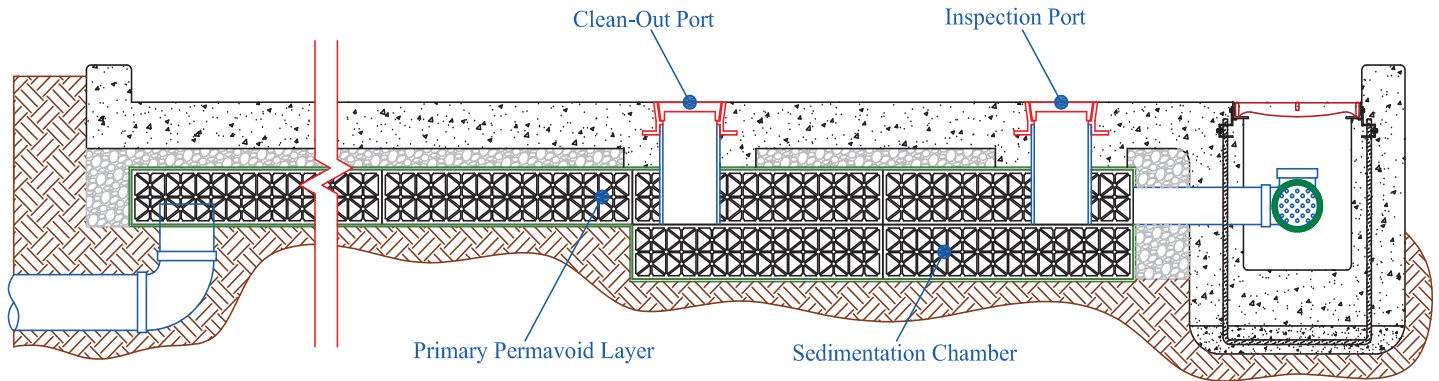
Inspection Process

To inspect the ABT Permavoid system begin by removing both the clean out and inspection port covers. These will typically be located at the inlet connections on either end of the sedimentation chamber. This will provide direct visual and physical access to the sedimentation chamber. Using the flash light examine the bottom of the chamber to determine if debris accumulation has occurred. This will be clearly evident when the geotextile and bottom of the ABT Permavoid units, both black in color, can no longer be seen. In the case that both are clearly visible no action need be taken. In the event sediment has begun to accumulate it is important to measure and document the amount. To do so, place the stadia rod down through the port until it rest gently on the accumulated debris. Then using a straight edge across the frame of the port measure the depth. The measurement is then compared with the baseline depth determined after installation. The typical configuration of each sedimentation chamber will be one layer of ABT Permavoid and thus have a depth of six inches. When the measured debris depth is greater than four inches maintenance procedures shall be followed.



Maintenance

The ABT Permavoid sedimentation chamber should be cleaned once sediment accumulation has reached 66% or greater of the total chamber height. As a guideline, the standard chamber will consist of one layer of ABT Permavoid units and have a nominal depth of six inches. See diagram below for an example of a Permavoid sedimentation chamber.



The procedure to clean the ABT Permavoid system is simple. It requires both a vacuum truck and a water truck. First, remove the clean-out and inspection/maintenance port covers. Apply the vacuum truck suction to the clean-out port then begin pumping water into the maintenance inspection port from the water truck. The water should be pumped at a rate equal to or slightly less than the vacuum truck evacuation rate. The turbulent action of the water through the Permavoid will suspend sediments which will then be pumped out via the vacuum truck. The duration of the cleaning will be dependent upon the size of the sedimentation chamber but will generally take only 5 to 10 minutes to complete. For sedimentation chambers with larger footprints that may require more extensive volumes of water to properly flush, consider performing maintenance within 24 hours of a rain event. The stormwater entering the system will aid in the suspension of sediments and reduce the volume of water required to properly flush the system.

After cleaning, a secondary inspection shall be performed to confirm virtually all sediment has been removed. In the event stubborn sediment remains within the system simply repeat the process until all debris is removed.

RESOLUTION NO. _____

WHEREAS, on January 21, 2015, the Board of Recreation and Park Commissioners (Board) through Board Report No. 15-007, approved a donation agreement with Heal the Bay for the development and construction of a park on 0.38 acres of City owned surplus property, identified as Los Angeles County Assessor Parcel Numbers (APNs) 6042-003-900 and 6042-003-901 (Property); and,

WHEREAS, on February 10, 2015, the City Council adopted the actions under Council File (CF) No. 14-1457 recommending the transfer to the Department of Recreation and Parks (RAP) the Property described in the Report under which this Resolution is adopted and the attached Notice of Transfer of Jurisdiction and Control; and,

WHEREAS, the City Council's actions under CF No. 14-1457 instructed the General Services Department (GSD) to complete the non-financial transfer of the Property; and,

WHEREAS, on February 15, 2024, the Board through Board Report No. 24-046, approved renaming said Property Inell Woods Park; and,

WHEREAS, the community will benefit from the development of the Property into a park for public recreational use; and,

NOW, THEREFORE, BE IT RESOLVED by the Board that GSD be requested by staff to complete a non-financial transfer of the Property as more fully described in the Notice of Transfer of Jurisdiction and Control attached to the Report adopting this Resolution; and,

BE IT FURTHER RESOLVED, that the Board Secretary is authorized to accept such Transfer of Jurisdiction and Control; and,

BE IT FURTHER RESOLVED, that after jurisdiction and control is transferred, the Property is to be set apart and dedicated as park property in perpetuity as the "Inell Woods Park."

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on April 2, 2026 (Board Report No. _____).

Takisha Sardin, Board Secretary

RESOLUTION NO. _____