

WHEREAS, the Los Angeles Harbor Department, Port of Los Angeles (POLA), wishes to operate and maintain a public park on property located at 103 and 105 South Avalon Boulevard, Wilmington, CA 90744; said property being under the jurisdiction and control of the Board of Water and Power Commissioners (Board) of the City of Los Angeles (City); and

WHEREAS, the Los Angeles Department of Water and Power (LADWP) must maintain and keep its properties in the City in a presentable manner; and

WHEREAS, the residents in this area of the City would benefit and enjoy the development of public green space; and

WHEREAS, POLA will be solely responsible for all development, operation, and maintenance costs of the public park to keep said property in a presentable condition; and

WHEREAS, LADWP and POLA have proposed an exchange of properties (Exchange) that is incidental to POLA's development of the Wilmington Waterfront Promenade, Avalon Pedestrian Bridge/Promenade and Gateway Projects (Projects), and LADWP's need and desire to acquire property in Wilmington, CA for its essential operational needs; and

WHEREAS, LADWP, wishes to perform soil remediation to an industrial standard on its property generally referred to as 'Parcel C,' at an estimated cost of \$168,336, which will put the property in a presentable condition in consideration of the Exchange; and

WHEREAS, this MOU will allow LADWP to reimburse POLA in an amount not to exceed \$5,237,000, plus a 20% contingency, for soil remediation to an industrial use standard, and ancillary demolition work, on its property generally referred to as 'Parcel B,' that will put the property in a presentable condition in consideration of the Exchange; and

WHEREAS, it is POLA's desire to enter LADWP's said property to develop, operate and maintain its public park in connection with its Projects prior to the completion of the Exchange; and

WHEREAS, POLA requests this Board to allow POLA to operate, use, and maintain the property pursuant to the terms and conditions set forth in the Memorandum of Understanding (MOU) by and between LADWP and POLA for the Use of Property for the Wilmington Waterfront Promenade and Avalon Pedestrian Bridge/Promenade and Gateway Projects.

NOW, THEREFORE, BE IT RESOLVED that the form of the MOU, on file with the Secretary of the Board, and now before this Board in connection with this Resolution,

whereby LADWP, for and in consideration of mutual benefits to be derived, gives permission to POLA to use LADWP's property for the purposes and upon the terms and conditions set forth in said MOU, be and the same is hereby authorized and approved.

BE IT FURTHER RESOLVED that pursuant to the City Charter Section 605(b), the Board finds: (1) the property rights to be licensed are not presently needed for LADWP purposes; and (2) the grant of the license pursuant to this MOU will not interfere with LADWP's purposes.

BE IT FURTHER RESOLVED that the President or Vice President of this Board, or the General Manager, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board are hereby authorized and directed to execute said MOU for and on behalf of LADWP.

BE IT FURTHER RESOLVED that the President or Vice President of this Board, or the General Manager, or such person as the General Manager shall designate in writing, are hereby authorized and directed to amend and/or modify the subject MOU for items that are non-material and/or administrative in nature.

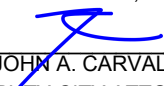
BE IT FURTHER RESOLVED that the Chief Accounting Employee of LADWP, upon proper certification, is authorized and directed to draw demands on the Power Revenue Fund, in accordance with the terms of the MOU and this Resolution.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held

Secretary

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, CITY ATTORNEY
FEBRUARY 9, 2023

BY



JOHN A. CARVALHO
DEPUTY CITY ATTORNEY