

1 LOUIS R. MILLER (State Bar No. 54141)
smiller@millerbarondess.com
2 JASON H. TOKORO (State Bar No. 252345)
jtokoro@millerbarondess.com
3 AMNON SIEGEL (State Bar No. 234981)
asiegel@millerbarondess.com
4 CASEY B. SYPEK (State Bar No. 291214)
csypek@millerbarondess.com
5 MILLER BARONDESS, LLP
1999 Avenue of the Stars, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 552-4400
7 Facsimile: (310) 552-8400

8 ROYCE K. JONES (State Bar No. 107233)
rkj@kbblaw.com
9 KANE, BALLMER & BERKMAN
515 South Figueroa Street, Suite 780
10 Los Angeles, California 90071
Telephone: (213) 617-0480
11 Facsimile: (213) 625-0931

12 Attorneys for Respondents and Defendants
CITY OF INGLEWOOD, INGLEWOOD
13 CITY COUNCIL, INGLEWOOD HOUSING
AUTHORITY, INGLEWOOD SUCCESSOR
14 AGENCY, and Real Party in Interest
INGLEWOOD PARKING AUTHORITY

15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

18 UPLIFT INGLEWOOD COALITION,

19 Petitioner and Plaintiff,

20 vs.

21 CITY OF INGLEWOOD, INGLEWOOD
22 CITY COUNCIL, INGLEWOOD HOUSING
AUTHORITY, INGLEWOOD SUCCESSOR
23 AGENCY, and DOES 1-20,

24 Respondents and Defendants.

25
26 INGLEWOOD PARKING AUTHORITY,
MURPHY'S BOWL LLC, and DOES 21-40,

27 Real Parties in Interest.
28

Case No. BS172771

**DECLARATION OF CHRISTOPHER E.
JACKSON, SR. IN SUPPORT OF JOINT
BRIEF OF RESPONDENTS AND REAL
PARTY IN INTEREST MURPHY'S
BOWL LLC IN OPPOSITION TO
PETITION FOR WRIT OF MANDATE**

Filed Concurrently with Joint Opposition

Assigned for All Purposes to:
Hon. Mary H. Strobel, Dept. 82

Date: November 5, 2019
Time: 9:30 a.m.

Petition Filed: June 19, 2018

1 JOHN W. SPIEGEL (State Bar No. 78935)
john.spiegel@mto.com
2 JENNIFER L. BRYANT (State Bar No. 293371)
jennifer.bryant@mto.com
3 GINA F. ELLIOTT (State Bar No. 320093)
gina.elliott@mto.com
4 MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
5 Los Angeles, California 90071-3426
Telephone: (213) 683-9100
6 Facsimile: (213) 687-3702

7 JONATHAN R. BASS (State Bar No. 75779)
ef-jrb@cpdb.com
8 CHARMAINE G. YU (State Bar No. 220579)
ef-cgy@cpdb.com
9 SKYE D. LANGS (State Bar No. 287908)
ef-sdl@cpdb.com
10 COBLENTZ PATCH DUFFY & BASS LLP
One Montgomery Street, Suite 3000
11 San Francisco, California 94104-5500
Telephone: (415) 391-4800
12 Facsimile: (415) 989-1663

13 Attorneys for Real Party in Interest
MURPHY'S BOWL LLC
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF CHRISTOPHER E. JACKSON, SR.

I, Christopher E. Jackson, declare as follows:

1. I am the Economic & Community Development Director for the City of Inglewood (the “City” or “Inglewood”). In this role, I oversee the Planning, Building and Safety, Code Enforcement, and Economic Development Divisions for the City.

2. I have personal, first-hand knowledge of the facts set forth in this declaration, except to the extent otherwise indicated, and if called upon to do so, I could and would testify competently to the facts herein.

Professional and Personal Background

3. I am a native of Los Angeles and earned a degree in Urban and Regional Planning from Cal Poly Pomona.

4. I began my professional career in municipal government in 1987. Before starting at Inglewood, I worked for numerous cities across the state, including San Dimas, Tustin, Whittier, Santa Clarita, and Los Angeles. While at the City of Los Angeles, among other responsibilities, I was the Community Planner charged with overseeing the Ventura/Cahuenga Boulevard Corridor Specific Plan, which spans over 22 miles.

5. I have worked at the City for more than a decade. I began as a planner in the City’s Planning Division in July 2008 and was appointed as Senior Economic and Community Development Manager in 2015 before being elevated in 2017 to my current Director position.

6. While working as a planner, I lead the City’s team and effort overseeing the renovation of the Forum and the Hollywood Park Tomorrow project. I was also the lead planner for the City of Champions Revitalization Initiative that resulted in the City’s approval of an NFL stadium in the Hollywood Park Tomorrow area. This project, currently under construction, will include a 70,000-seat NFL stadium that will be the home of both the LA Rams and the LA Chargers. The development will also include a performance venue, retail shopping, a media office complex, residential units, recreational space, and a hotel.

1 7. Outside of my work for the City, I have served as a board member for the Planning
2 in the Black Community Division of the American Planning Association. I am also an ordained
3 minister and member of Alpha Phi Alpha Fraternity, Inc.

4 **The City’s Economic & Community Development Department**

5 8. The goal of my department is to drive economic growth and make Inglewood a
6 premier visitor destination by attracting and encouraging a diverse mix of businesses that create
7 employment opportunities for Inglewood’s residents and enrich their quality of life.

8 9. Before 2011, my department worked closely with the City’s Redevelopment
9 Agency, an agency established under the California Redevelopment Law to promote economic
10 development. The Redevelopment Agency’s primary source of funding consisted of the use of a
11 portion of property tax revenue known as “tax increment.” All redevelopment agencies across the
12 state, including Inglewood’s, were dissolved in 2012 by legislative action. While the
13 Redevelopment Agency (and its associated tax-increment revenue stream) no longer exists, the
14 City continues to pursue economic development initiatives through my department.

15 10. We currently have several major projects in the pipeline. In addition to the NFL
16 stadium I mentioned earlier, the Los Angeles Philharmonic is renovating a 25,000 square-foot
17 building to become headquarters for its Youth Orchestra designed by renowned architect Frank
18 Gehry. Last year, the City completed a \$27 million, 35,000 square-foot community facility for
19 seniors—the Inglewood Senior Center.

20 11. While the City has seen a lot of development successes in recent years, attracting
21 large, vibrant, revenue-generating developments to the City has not been easy.

22 12. The City has long targeted the area surrounding Century Boulevard for
23 redevelopment. It has sought to remove blighted residential areas and transform them into
24 revenue-generating commercial and industrial developments. As the main thoroughfare and most
25 visible face of the City, Century Boulevard has been considered an area with a lot of
26 redevelopment potential. The City has invested a lot of resources and effort towards its
27 revitalization.

28

1 13. Today, parcels in this area are being considered by the City for the potential LA
2 Clippers arena project proposed by Murphy’s Bowl LLC. For purposes of this declaration, I’ll
3 refer to this potential arena-project site as the Century and Prairie Site.

4 14. The redevelopment effort began with the Redevelopment Agency’s adoption of a
5 plan for the Century Redevelopment Project Area in the early 1980s. The Century Redevelopment
6 Project Area was amended at various points to expand its size. Later, in 1996, the Agency merged
7 its six active redevelopment plans, including the Century Redevelopment Project Area, into the
8 Merged Inglewood Redevelopment Plan.¹

9 15. To facilitate the redevelopment plan, the City and Redevelopment Agency acquired
10 hundreds of parcels throughout the City (through either private negotiations or eminent domain),
11 including around 60 currently vacant parcels in the Century and Prairie Site, as part of a noise-
12 mitigation program largely funded with grants from the Federal Aviation Administration (“FAA”)
13 and the Los Angeles World Airports (“LAWA”). The City received the grants to acquire the
14 parcels because they sit underneath the LAX flight path, which creates a noise nuisance. The
15 program, commonly referred to as “land recycling,” served the dual purpose of removing and
16 relocating residents from the noise-impacted parcels so that they would not be severely impacted
17 by the aircraft noise, and redeveloping the land into noise-compatible commercial or industrial
18 uses that could be a catalyst for economic revitalization.²

19 16. The land-recycling program was handled by the Community Development
20 Department because converting noise-impacted land into commercial or industrial uses was
21 closely aligned with the City’s economic development efforts.

22
23 _____
24 ¹ The Merged Inglewood Redevelopment Project Statement shows how the Century
25 Redevelopment Project Area was expanded to include, among other areas, the blocks between
102nd Street and 104th Street, between Prairie Avenue and Yukon Avenue. (JA0001149 at 1166,
1169.)

26 ² An internal 2013 memorandum prepared by Margarita Cruz, then the Redevelopment Manager,
27 shows that the City has recorded receiving a total of nearly \$120 million in grant funding from the
28 FAA and LAWA between 1985 and 2006 for its land-recycling program. (See JA0000671.) With
these funds, the City has acquired around 180 parcels within the parts of the City most severely
impacted by aircraft noise, and removed noise-incompatible residential uses from the land.

1 17. Several noise-compatible commercial projects have been successfully developed on
2 recycled land the City acquired with grant funding. For example, in 2006 the Village at Century
3 (a 16-acre shopping center that includes Costco, Ross, Red Lobster, Michaels, and more) was
4 developed on land the City had acquired with FAA/LAWA grant funds. (See JA0000672.)

5 18. But there are also parcels that were acquired with land-recycling funds that have
6 yet to be redeveloped, like the parcels in the Century and Prairie Site. These parcels continue to
7 be held by the City (or the Successor Agency to the Redevelopment Agency) until they can be put
8 to an economically productive use consistent with the City’s redevelopment and land-recycling
9 plan.

10 **The City’s Efforts To Redevelop the Century and Prairie Site in the 2000s**

11 19. When I started working for Inglewood in 2008, the Redevelopment Agency was in
12 the midst of ongoing negotiations with Imperial Partners, a private developer, regarding a potential
13 development project that would have spanned the Century and Prairie Site. Around the same time,
14 the Redevelopment Agency was also negotiating with Haagen Company (“Haagen”) for a similar
15 retail development at an adjacent site at Century and Prairie.

16 20. Since neither the Imperial Partners proposal nor the Haagen proposal proceeded
17 past the negotiation phase, they were principally handled by the City’s Redevelopment Agency.
18 But because both were promising developments of property that had been held for redevelopment
19 for quite some time, I got up to speed on them when I joined the City’s staff.

20 ***Imperial Partners: The Inglewood Promenade***

21 21. The Imperial Partners project resulted from a 2004 Request for Proposals (“RFP”).
22 The City’s Redevelopment Agency had issued the RFP to over 50 development firms throughout
23 southern California for the redevelopment of six non-contiguous parcels in the Century and Prairie
24 Site. Nine firms submitted proposals in response to the RFP. In June of 2004, the Redevelopment
25 Agency selected the Imperial Partners proposal, which involved (i) a 14-screen movie theater
26 complex, (ii) a medical office building, and (iii) a surgical hospital.

1 22. Shortly thereafter, on July 20, 2004, the Redevelopment Agency entered into a 180-
2 day Exclusive Negotiating Agreement (“ENA”) with Imperial Partners. This early history of the
3 potential project is memorialized in a contemporaneous staff report at JA0001761 at 1765.

4 23. Following the expiration of the exclusive negotiation period (and a 30-day
5 extension), the Redevelopment Agency informed Imperial Partners that it was not supportive of
6 the medical office building or surgical hospital proposals, but it remained interested in the movie
7 theater complex. Imperial Partners then proposed substituting the medical office and surgical
8 hospital with other uses. This led to the parties entering into a new ENA in May 2005 to explore
9 the revised proposal, as reflected in the May 17, 2005 staff report JA0001776-1787.

10 24. The next year led to yet another ENA with Imperial Partners. (See Sept. 12, 2006
11 Staff Report at JA0001788 at 1794; JA0001974.) The 2006 ENA was prompted by a revised
12 proposal from Imperial Partners for an expanded development. The expanded project, known as
13 “Inglewood Promenade,” contemplated a \$422-million entertainment, retail, and commercial
14 space that included a remote airport terminal for LAX, an administrative building for airport staff,
15 a hotel, a department store, gym, movie theater, and multiple restaurants.

16 25. Because the expanded Inglewood Promenade project would require the assemblage
17 of additional parcels, the Redevelopment Agency issued Ownership Participation Opportunity
18 letters to the property and business owners impacted by the larger site. One firm, Century
19 Commerce Development, LTD (“Century Commerce”) expressed interest in participating in future
20 redevelopment of the project area, but was never willing to explore particular concepts, so
21 discussions with Century Commerce did not proceed very far.

22 26. When I arrived at the City, negotiations with Imperial Partners were ongoing
23 pursuant to a 2008 extension of the ENA. Over the course of the negotiations under the 2006
24 ENA, and the subsequent extension of the ENA in 2008, Imperial Partners continued to submit
25 revised proposals that incrementally increased the size of the site.

26 27. On August 21, 2008, just shortly after I started at the City, the planning department
27 released a Notice of Preparation of Draft Environmental Impact Report (“EIR”) and Public
28 Scoping meeting regarding the project. (See JA0001915.) By 2009, the project sponsors

1 *Haagen: The Prairie Promenade*

2 31. The Haagen project arose from an RFP issued by the Redevelopment Agency in
3 2006. The RFP was advertised in major publications and also mailed directly to qualified parties.
4 In response to the RFP, Haagen submitted a proposal to develop a \$17-million commercial
5 shopping center on parcels within the Century and Prairie Site, located to the west of Prairie
6 Avenue. The proposed development, which came to be known as Prairie Promenade, consisted of
7 nearly 100,000-square-feet of retail stores and restaurants, an open common area, landscaping, and
8 parking. The same company had recently successfully completed a similar shopping center called
9 the Village at Century, also on FAA-funded property (see ¶ 17 above), that had created many jobs
10 for the community.

11 32. The Redevelopment Agency entered into an ENA with Haagen around June 19,
12 2007. (See June 19, 2007 Staff Report at JA0001808.) Given the success of the Village at
13 Century development, Haagen’s substantial progress in securing lease commitments from
14 recognized retailers and restaurants, and the jobs and tax revenue that were projected to be
15 generated by the new shopping center, the Redevelopment Agency agreed to extend the ENA the
16 next year, rather than reissue a new RFP. (See June 10, 2008 Staff Report at JA0001893,
17 6/17/2008 Amended ENA at JA0001865.)

18 33. Further progress on the project ultimately stalled when Haagen’s lease
19 commitments fell through in the aftermath of the 2008 recession. Because Haagen was unable to
20 secure new commitments, negotiations had come to a standstill by June 2010, and the ENA was
21 cancelled.

22 **The Century and Prairie Site Has Been Challenging To Develop**

23 34. The Inglewood Promenade and Prairie Promenade proposals were the near-
24 culmination of the City’s decades-long effort to create a marketable, developable assemblage that
25 could attract a developer who could put the parcels to an economically productive, noise-
26 compatible use. For nearly a decade, after the City’s earliest development efforts on the Century
27 and Prairie Site sputtered out, it is my understanding that the City and Redevelopment Agency
28 made a concerted effort to acquire more parcels in the hopes of assembling a large site that would

1 be conducive to a large commercial development. A spate of acquisitions in the early and mid
2 2000s paved the way for the RFPs that solicited proposals from Imperial Partners and Haagen.
3 But even then, the City still had an incomplete assemblage—a patchwork of non-contiguous
4 parcels that proved challenging to market and, ultimately, to develop.

5 35. As a result, the City’s acquisition efforts remained ongoing when I joined in 2008.
6 For example, in order to acquire noise-impacted parcels containing non-conforming residential
7 uses that separated City-owned parcels being considered for the potential Prairie Promenade
8 development, the City had to issue a resolution of necessity in March 2008. The resolution
9 authorized the condemnation of the parcels to “encourage the goal of recycling incompatible land
10 uses in a manner which produces viable industrial or commercial uses.” (JA0001131-32.)
11 Following two years of protracted negotiations and legal proceedings, the parcels were eventually
12 obtained for that purpose. (See JA0001826.) But, unfortunately, the City’s goals have yet to be
13 carried out for those parcels, or the others in the Century and Prairie Site.

14 36. After the Imperial Partners and Haagen developments fell through, the City deeply
15 felt the effects of the recession, and then faced the administrative complications that came with the
16 dissolution of the Redevelopment Agency in 2011.³ Feasible and attractive development
17 opportunities were hard to come by, especially for a still-incomplete land assemblage that would
18 also require a lengthy entitlement process for any large development. Thus, the land in the
19 Century and Prairie Site laid vacant for years.

20 37. In 2012, an appraisal estimated the value of all City-owned parcels in the Century
21 and Prairie site at just \$9 million (JA0001646 at 1652), well below the costs incurred to acquire
22 the parcels and eliminate the prior residential uses. In addition to incomplete assemblage, the
23

24 _____
25 ³ When the Redevelopment Agency was dissolved, its non-housing assets were transferred to the
26 Successor Agency. In 2015 the Successor Agency prepared a Long-Range Property Management
27 Plan (“LRPMP”) to address the use and disposition of these properties formerly owned by the
28 Redevelopment Agency. The City’s LRPMP was adopted and approved in October of 2015. The
LRPMP directs the Successor Agency to treat the parcels within the Century and Prairie Site as
“properties to be sold, or[,] if not feasible or otherwise unsuccessful, for [f]uture [d]evelopment.”
(See JA0001602 at 1638-1640.)

1 appraisal said the market saturation of Inglewood’s commercial corridor, irregular lot size, and
2 blight contributed to the City’s difficulties in redeveloping the parcels. (*Id.* at 1675.)

3 38. Another analysis of the development potential of the parcels in 2014 concluded that
4 the site presented a “challenging environment” for development. (JA0001545 at 1548.)

5 **MSG Forum LLC’s Parking Lease**

6 39. With no promising commercial-development opportunities on the horizon, in 2013
7 the City leased the vast majority of the Century and Prairie Site to MSG Forum, LLC (“MSG”) so
8 that the nearby venue could use the vacant parcels for overflow event parking on an as-needed
9 basis. In practice, the lots were seldom used by MSG.


10 40. The lease also gave MSG the option to purchase the land for \$6.9 million.⁴
11 (JA0001732 at 1739.) In the event of such purchase, MSG agreed to “use commercially
12 reasonable efforts (including without limitation cooperating in the preparation and circulation of
13 an RFP mutually agreeable to the Parties) to cooperate with [the City] to identify new commercial
14 development opportunities, if any, with respect to the Property.” (*Id.* at 1739 § 12(b).)

15 41. To my knowledge, neither Uplift Inglewood Coalition nor any other entity or
16 individual ever challenged the City’s right to give MSG an option to purchase the Century and
17 Prairie Site property.

18 42. MSG and the City terminated the parking lease in April 2017. MSG did not
19 exercise its purchase option.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed on this 10th day of October, 2019, at Inglewood, California.

23
24
25 
26 Christopher E. Jackson, Sr.

27
28 ⁴ In the event the value was appraised at more than \$7.59 million, the option provided that the parties would negotiate in good faith for a new purchase price.