



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

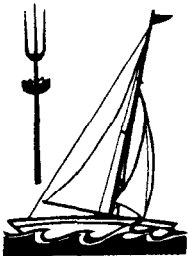
April 3, 2003

TO: Small Craft Harbor Commission
FROM: Stan Wisniewski, Director *Stan Wisniewski*
SUBJECT: **COMMISSION AGENDA – APRIL 9, 2003**

Enclosed is the agenda for your meeting of April 9, 2003, together with the minutes from your meeting of March 19, 2003. Also enclosed are reports related to agenda items 3a, 3b, 4a, 4b, 5a, b, c, d and 6a.

Please call me if you have any questions or need additional information.

SW:tlh
Enclosures



COUNTY OF LOS ANGELES

SMALL CRAFT HARBOR COMMISSION

(310) 305-9527



Harley A. Searcy, Chairman
Carole B. Stevens, Vice-Chairperson
John C. Law
Russ Lesser
Joe Crail

AGENDA

SMALL CRAFT HARBOR COMMISSION MEETING

APRIL 9, 2003

9:30 a.m.

BURTON W. CHACE PARK COMMUNITY BUILDING
13650 MINDANAO WAY, MARINA DEL REY, CA. 90292

1. Call to Order and Action on Absences

2. Approval of Minutes: Meeting of March 19, 2003

3. REGULAR REPORTS

a. Marina Sheriff (DISCUSS REPORTS)
-Crime Statistics
-Enforcement of Seaworthy & Liveaboard
Sections of the Harbor Ordinance

b. Marina Special Events (DISCUSS REPORT)

4. OLD BUSINESS

a. Deauville Marina Development Project (DISCUSS REPORT)

b. Slip Vacancy Status Report Update (DISCUSS REPORT)

5. NEW BUSINESS

a. Americans with Disabilities Act Compliance for Boating Facilities (VERBAL REPORT)

b. Contract for Marina del Rey Water Bus Service (RECOMMEND TO BOARD)

c. Approve the Release of Request for Proposals for Development of Hotel and/or Other Uses on Parcels GR, IR and NR in Marina del Rey (RECOMMEND TO BOARD)

d. Approval of Lease Amendment No. 1 to Lease No. 73713 – Parcel 103T - Oakwood Garden Apartments - Marina del Rey (RECOMMEND TO BOARD)

6. **STAFF REPORTS**

a. Ongoing Activities

- Board Actions on Items Relating to Marina del Rey
- Design Control Board Minutes

(DISCUSS REPORTS)

b. Marina del Rey Convention and Visitors Bureau

(PRESENTATION BY
EXECUTIVE DIRECTOR
OF MdR CVB)

7. **COMMUNICATION FROM THE PUBLIC**

8. **ADJOURNMENT**

PLEASE NOTE:

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code 93-031 relating to lobbyists. Any person who seeks support or endorsement from the Small Craft Harbor Commission on any official action must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.
2. The agenda will be posted on the Internet and displayed at the following locations at least 72 hours preceding the meeting date:

Department of Beaches and Harbors' Website Address: <http://beaches.co.la.ca.us>

Department of Beaches and Harbors
Administration Building
13837 Fiji Way
Marina del Rey, CA 90292

MdR Visitors & Information Center
4701 Admiralty Way
Marina del Rey, CA 90292

Burton Chace Park Community Room
13650 Mindanao Way
Marina del Rey, CA 90292

Marina del Rey Library
4533 Admiralty Way
Marina del Rey, CA 90292

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9546.

Small Craft Harbor Commission
Meeting of March 19, 2003
Minutes

Commissioners Present

Harley A. Searcy, Chairman
Carole Stevens, Vice-Chairperson
John C. Law
Russ Lesser

Excused Absences

Joe Crail

County: Stan Wisniewski, Director
Roger Moliere, Chief, Asset Management Division
Joe Chesler, Chief, Planning Division
Dusty Crane, Chief, Community & Marketing Services Division
Rick Weiss, County Counsel
George De La O, Engineer, Dept. of Public Works
Captain Sam Dacus, Sheriff's Department
Lt. Mario Barron, Sheriff's Department
Sgt. Gary Thornton, Sheriff's Department
Deputy Paul Carvalho, Sheriff's Department

Also Present: Beverly Moore, Executive Director, MdR Convention and Visitors Bureau
Allan D. Kotin, Allan Kotin and Associates
Richard S. Volpert, Munger, Tuller & Olsen

1. CALL TO ORDER & ACTION ON ABSENCES

Chairman Searcy was delayed; therefore, Vice-Chairperson Stevens called the meeting of the Los Angeles County Small Craft Harbor Commission to order at 2:00 p.m. in the Burton W. Chace Park Community Room, Marina del Rey.

Commissioner Law moved and Commissioner Lesser seconded a motion to excuse Commissioner Crail from today's meeting. The motion passed unanimously.

2. APPROVAL OF MINUTES

The minutes from the November, December, January, and February meetings were approved as follows:

- *Vice-Chairperson Stevens moved and Commissioner Lesser seconded a motion to approve the minutes of February 24, 2003. The motion passed unanimously.*
- *Commissioner Lesser moved and Commissioner Law seconded a motion to approve the minutes of February 12, 2003. The motion passed unanimously.*
- *Vice-Chairperson Stevens moved and Commissioner Law seconded a motion to approve the minutes of January 29, 2003. The motion passed unanimously.*
- *Vice-Chairperson Stevens moved and Commissioner Lesser seconded a motion to approve the minutes of December 11, 2002. The motion passed unanimously.*
- *Vice-Chairperson Stevens moved and Commissioner Law seconded a motion to approve the minutes of November 13, 2002. The motion passed unanimously.*

3. REGULAR REPORTS

a. Marina Sheriff's Department Report

--- Crime Statistics

Lt. Barron reported there is a crime decrease in all categories. Relative to the war in Iraq, Lt. Barron said the Department has issued an advisory informing the public that the Sheriff's Department and all the other County agencies are in a heightened state of alert. The Emergency Operations Center is open and intelligence efforts are being coordinated to maintain a secure environment. The Sheriff's Department is in a different patrol and enforcement mode than is normally used in the Marina and is working with the Coast Guard on certain precautionary measures for the harbor.

--- Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance

Deputy Paul Carvalho reported that this month's report is streamlined. There hasn't been much activity relative to issuing notices to comply or warnings for unseaworthy vessels. The Department is still concentrating its efforts on disposing the 24 vessels currently at the docks. The Property and Evidence Unit will soon apply for a grant to obtain funding for the vessels' disposal.

b. Marina Special Events

Mr. Wisniewski reported that the opening day ceremonies for the yachting season were advertised and occurred the weekend of March 15-16. He said this is a significant event in the boating world. Mr. Wisniewski requested that the remainder of the report be received and filed.

4. OLD BUSINESS

a. Deauville Marina (Parcel 12R) – Boat Slip Redevelopment Project

Mr. Wisniewski reported that Doug Ring was invited to today's meeting, but had an existing engagement that could not be broken. Mr. Ring indicated he is available to attend the April meeting if the Commissioners have any questions they need answered. Mr. Wisniewski said the letter that gives the history of the Boat Slip Redevelopment Project was provided by Mr. Ring and submitted to the Commission. Staff, the Department's economic consultant, and the County Counsel's office, are carefully monitoring the project to ensure that Mr. Ring is moving as quickly as he can. Mr. Wisniewski said he regrets the delay that has occurred, litigation is never easy. Additionally, Mr. Ring is pursuing construction financing. There is reason to believe that both the litigation and construction financing will be resolved in the near future. Mr. Wisniewski said there is no scheduled date on which construction will begin, but staff will continue to monitor the project to ensure that Mr. Ring complies with his lease option. Commissioner Searcy asked whether it is fairly accurate to state that one of the primary reasons the development has been delayed is because of litigation. Mr. Wisniewski responded that Chairman Searcy's statement is probably an accurate one. He explained that Mr. Ring is still trying to obtain construction financing and this process might occur more quickly if there wasn't a long litigation cycle to go through.

Commissioner Law asked when the County expects Mr. Ring would proceed with replacing the docks if the existing litigation is resolved. Mr. Kotin responded that Mr. Ring is in negotiations for a construction loan, which, assuming the litigation is resolved, could fund in as little as 90 days. As Mr. Kotin understands it, the terms of the lease extension and construction indicate both the slips and apartments will be constructed together. Commissioner Law asked the legal standards of the lease. He explained that he presumes the lease has a standard of proceeding expeditiously, or showing due diligence. Commissioner Law questioned whether there are benchmarks in the lease or timeframes by which Mr. Ring has to perform. Mr. Kotin responded there are a series of time deadlines in the lease, the last of which is a 66-month period in which both phases, Deauville and Bar Harbor, have to be completed. As a matter of policy and requirement, Mr. Ring will not exercise the lease extension until he is prepared to start construction immediately on both the apartments and slips. Mr. Kotin said his current expectation and the one that's built into the lease is that the first phase will take no longer than 36 months to complete. With respect to benchmarks and penalties, the primary penalties in the system are financial. Sixty-six months from now, Mr. Ring will have to start paying his minimum rent, essentially, whether he constructs or not. At the moment, Mr. Ring is losing a great deal of money.

Commissioner Law said it would be helpful to have Mr. Ring inform the Commission of his plans at the time litigation is resolved. Mr. Wisniewski said he will ask Mr. Ring to appear at the first meeting that's scheduled after the litigation is resolved. Chairman Searcy suggested that Mr. Ring attend the April meeting to project, assuming litigation is completed on a certain date, from

that point forward what his timetable will be. Mr. Wisniewski agreed to invite Mr. Ring to the April meeting.

Chairman Searcy opened the floor to public comment:

Mr. Rick Horner, a boater and member of a yacht club, asked whether the Commission has considered addressing the merits of the litigation, if it believes there are merits, rather than wait for the litigation to take its course. Mr. Weiss responded, in his legal opinion, it would not be appropriate for the Commission to act as a separate judge and jury regarding the lawsuit's merits. The County is required to cooperate with the real party and interest, which is the developer in the litigation. Chairman Searcy asked whether entities of the County were named as additional defendants in the lawsuit. Mr. Weiss responded that the County is a real party and interest and the Coastal Commission is the primary respondent or defendant.

Mr. John Davis informed the Commission that he is speaking on his own behalf and said, "Let the record reflect that Marina del Rey is excluded from the coastal zone due to prior ownership of the United States of America. It is not within the jurisdiction of the County of Los Angeles to lease lands and waters of the United States." Mr. Davis said the County is named in a wrongful death lawsuit stemming from the discussion he had with the Commission in August 2000. Chairman Searcy asked whether Mr. Davis is claiming there was a wrongful death on the Deauville property in connection with the leased premises. Mr. Davis requested that he be given the opportunity to complete his testimony prior to being asked questions; when he's interrupted, it's difficult to remain on track. Mr. Davis distributed copies of the lawsuit's front page to the Commissioners and for the administrative record.

Mr. Davis continued, stating that in August 2000, he spoke to the Commission about his concern that Beaches and Harbors' Director was not enforcing Policy Statement 25, which is the standard by which structures are maintained and inspected in Marina del Rey to ensure public safety. He informed the Commissioners at the August meeting that someone might be hurt. Subsequently, someone was hurt and died and this is from where the lawsuit stems. The County of Los Angeles is named in the wrongful death lawsuit, which, Mr. Davis stated, is an incredible liability that was placed on the County. Mr. Davis said that at the August meeting, Mr. Wisniewski indicated he was aware of the use of illegal contractors to repair docks in relation to dock deficiencies noted by the inspector. The Commission took no action. Mr. Davis said Mr. Wisniewski has established a parallel policy to only hire one inspector without credentials to inspect all structures in the entire Marina, which is an impossibility that leads to the inability of leases to be recycled, as required by the Local Coastal Plan, and be demolished. In the course of demolition, small boat slips are taken and large slips are left. The lessees enjoy the comfort of knowing that boater parking is incorporated into a non-priority use in Marina del Rey, which is luxury residential, when they should be maintained as boater support facilities according to the land use plan. Mr. Davis requested the Commission to exercise its responsibility to ensure the Director carries out Policy Statement 25 so that the County incurs no further liability as the result of this negligence.

Ms. Carla Andrus read the following prepared written statement:

Beaches and Harbors has a copy of the lease for Parcel 12/15, which Two-Partnership operates under. Both the County and the lessee have violated the lease's terms: due maintenance, continuous use, public benefit. All issues that have come up again and again throughout this process. Instead of the Director issuing a default of this lease, Two Partnership was invited into the entitlement process and offered a new lease. The tenants got 6-month eviction notices, a reduction of recreational and live aboard opportunities, unfair and unreasonable rent increases, and a devaluation of their boats. This is the precedent that the County and the lessee have set; let the public subsidize the lessee and the gross negligence of the County.

This is in fact the issue that started my participation in this process. I lived at Deauville Marina. I could see how the management of Deauville facilitated the decay of that marina, with the exception of the slips on the main channel. Then a tragic thing happened, apparently, due to the unsafe conditions, a family man met his death due to the lack of maintenance and the dangerous conditions of that dock, the poor man didn't have a chance.

Late 99 after a notice of Deauville's intent to redevelop, I started to look for another slip. I went to every single marina, only to be turned away. The dockmasters were telling me that they were not taking liveaboards under 32'. A dockmaster at the City Club told me that the lessees got together in a non-public private session and decided not to take liveaboards under 32'. I went to Beaches and Harbors believing they would be shocked by this. Mr. Bob Fisher told me that the lessees made the rules, it was a concession made to the lessees.

So the lessees were making public policy and the Department of Beaches and Harbors abdicated their responsibility to the public as a concession.

I have a deep gratitude for the opportunity of living on my boat. I hope to preserve this opportunity for future boaters and that keeps me motivated. The citizens demand that the original purpose of the federal project be maintained.

Commissioner Law asked Ms. Andrus whether she currently lives on her boat. Ms. Andrus responded that she currently lives on her 22' boat. She explained that she obtained her slip because in February 2000, a Beaches and Harbors' staff person allowed her to use his name as a referral at the anchorage where she currently resides.

Mr. Hunter Von Leer offered to give his speaking time to Mr. Sokalski. Commissioner Law said he has a point of order on which he wants to be heard. He said, until the last meeting, it was

not his understanding that people wishing to address the Commission could donate their time to others. Mr. Weiss explained that the Commission has the option to allow the public to donate their speaking time to others, but is not legally required to do so.

Commissioner Law moved that it be the Commission's policy to limit each speaker's time to three minutes and not allow the practice of delegating time to others. Commissioner Lesser said three minutes is a short time and a complex issue can take more than three minutes. He suggested an amendment to the motion that would allow each speaker to delegate his/her three minutes to one person. Six minutes would then be the maximum amount of time allowed a speaker to address the Commission. Chairman Searcy asked Mr. Weiss whether Commissioner Lesser's amendment is allowable. Mr. Weiss responded that the Commission could allow a speaker to cede his/her time to another speaker, but the Commission is not required to do so. The Commission's rules provide each speaker three minutes.

Commissioner Lesser made a substitute motion, that was seconded by Vice-Chairperson Stevens, to allow a speaker to donate his/her three minute time to one other speaker so that the speaker will have a maximum of six minutes to address the Commission. The motion carried with Chairman Searcy, Vice-Chairperson Stevens, and Commissioner Lesser voting in favor. Commissioner Law abstained.

Commissioner Law inquired whether Mr. Sokalski would use Mr. Von Leer's time, which means Mr. Von Leer would not be able to speak on this issue since he donated his time. Chairman Searcy responded that Commissioner Law is correct. Mr. Von Leer would not speak on this issue since he donated his time to Mr. Sokalski, who now has a maximum of six minutes to address the Commission. Mr. Sokalski informed the Commission that the California Coastal Commission's (CCC) policy on public participation may be helpful to the Small Craft Harbor Commission since the CCC is charged as well with operating under Public Resource Code 30006, which grants the public the right to fully participate. The Bagly-Keene Act binds the CCC as much as the Ralph Brown act binds the County. He thanked the Commission for the six minutes he is allowed to address its members.

Mr. Sokalski said he attended today's meeting to provide the Commission with a response to Mr. Ring's letter. Mr. Sokalski distributed copies of his response. He said he would be available to answer questions after he has finished addressing the Commission. Mr. Sokalski explained that the whole purpose of the litigation with Mr. Ring was so boaters and the public would have a voice in this community. He said he had tried for two years to say that unless the public is included there would be a lot of trouble, more so than what occurred with Playa Vista. Playa Vista was about putting development on their land. This is land that is already occupied and has been used for 40 years. He suggested that the Commission seriously consider what he is saying.

Mr. Sokalski stated the Commission may not be aware yet that all parties have agreed to voluntary mediation at the Court of Appeals and are now looking for a date, tentatively set in the

last week of April. He said he is hopeful that matters will proceed because, as the Commissioners will read in his letter, the boaters not having a place to put their boats dismay him. This major issue concerns the boaters. The permit was obtained using very shaky, at best, marketing data to justify the elimination of the slips.

Mr. Sokalski continued, stating the issue of accurate slip vacancy data was raised at the February 24 meeting. He said he believes accurate market studies should determine the mix of boat slips. If people want big slips, the Marina should have them, however, Mr. Sokalski said, there should be accurate data. He said the Commission previously mentioned there is a lot of expertise in the boating community and it only makes sense to talk to the boaters before anything leads to problems. Mr. Sokalski requested the Commission to direct the Department to solicit input from boaters on the vacancy report. He said there is still important information to include in the report that hasn't been included, information that was overlooked in the past that lead to Mr. Ring and Marina Pacific Associates getting their permits. It wasn't just a couple of wild boaters. Mr. Sokalski said he doesn't just sue people for nothing, there has to be a major situation. There are a lot of people still too intimidated to speak up. It doesn't mean they're happy with the situation or they're willing to rollover and play dead. He thanked the Commissioners for their time and indulgence and said he was available if there were any questions. In addition, Mr. Sokalski said, if anybody in the audience has any questions during his remaining time, he would be glad to answer them.

Chairman Searcy informed Mr. Sokalski that he does not have the ability to try and direct questions from the audience during his speaking time. Chairman Searcy explained that Mr. Sokalski can use his time fully, but, otherwise, he may cut into the time of someone else who wants to address the Commission. Mr. Sokalski thanked Chairman Searcy and explained that he's trying to take advantage of the Commission's welcome of public participation. He said there is no public participation possible in interacting with Beaches and Harbors' staff prior to these meetings. The Commission limits people to three minutes, but thanks to Commissioner Lesser's amended motion, the limit is now six minutes if someone else will donate the time. That is the limit of the public's participation. He informed the Commission that the lack of public participation only asks for problems and for warfare. It just makes sense to hear the other person's side ahead of time and see what his/her objections are, and to be more than willing to do that even if it seemingly weakens the position.

Commissioner Law said Mr. Ring's letter indicates that in his discussions with Mr. Sokalski, Mr. Sokalski offered to withdraw his lawsuit in exchange for a 60' boat slip for himself for a 20-year period. Mr. Wisniewski added that Mr. Sokalski wanted the slip free of charge. Commissioner Law referred to page three of Mr. Sokalski's response to Mr. Ring's letter where he confirms that he did offer to withdraw his lawsuit in exchange for a free boat slip. Commissioner Law asked how does Mr. Sokalski getting a 60' boat slip help small boaters in the Marina. Mr. Sokalski responded that his letter gives background about requesting the 60' slip. It wasn't 65' as Doug Ring said, nor was it \$75,000, as Mr. Ring claimed. Mr. Sokalski explained these were the initial deal points to get a conversation going about a settlement. The last two pages of the

document's attachments address his formal offer. It's marked "confidential" and the Commission can read exactly what was offered. According to Mr. Sokalski, it is not as Mr. Ring says. Mr. Sokalski suggested that the Commissioners take the time to read the letter later. He explained the reason he asked for a boat slip is that Mr. Ring responded to a certain community timeshare yacht club's objections about the vacancy study by giving the yacht club eight free boat slips for 20 years. Mr. Sokalski said he thought, which was really more tongue and cheek, that since Mr. Ring gave strangers free boat slips, there was some outside hope he would do the same for someone like Mr. Sokalski who had been a good tenant for 17 years.

Commissioner Lesser said he hadn't read Mr. Sokalski's letter yet, but he assumed Mr. Sokalski would deny Mr. Ring's claim that Mr. Sokalski wanted a free boat slip for 20 years in exchange for dropping the appeal. Commissioner Lesser told Mr. Sokalski that his actions take away his credibility. He added that if this is about the boaters, then it should be about the boaters and not for Mr. Sokalski's personal gain. Commissioner Lesser then told Mr. Sokalski that his good intentions are tarnished since his efforts indicate he is merely trying to get a free 65' or 60' slip for 20 years from Mr. Ring. Commissioner Lesser reiterated that he thought Mr. Sokalski would deny trying to get a free slip from Mr. Ring, but it appears when the Commissioners read Mr. Sokalski's response to Mr. Ring's letter, they will find out that Mr. Ring's statements are true. Mr. Sokalski informed Commissioner Lesser that he is jumping to conclusions. His offer had nothing to do with the appeal. Mr. Sokalski said he made an initial opening offer to Mr. Ring. It was not a formal offer, but an official opening offer. Commissioner Lesser asked Mr. Sokalski whether his initial opening offer was to get a 60' boat slip for himself for 20 years free of charge. Mr. Sokalski encouraged Commissioner Lesser to read the entire letter. Commissioner Lesser said he would be happy to read the entire letter, however, he finds the whole thing disgusting. Mr. Sokalski said he had hoped there would be the opportunity to give the Commission his response to Mr. Ring's letter before today's meeting so that members could be briefed on it and ask questions that relate accurately. Chairman Searcy thanked Mr. Sokalski for his testimony and for his materials. He informed Mr. Sokalski that he would read his letter closely.

Vice-Chairperson Stevens commented that public participation does work. The Parcel 52R and GG and Entertainment Retail Center's Request for Proposals (RFP) reflect the impact made by those who attended the February 24 meeting. She said there is nothing in these documents to adversely affect the public or boaters that use Parcel 77.

Mr. Rick Ruskin, a boater in the Marina, said his father was the developer of Neptune Marina. He said when Dolphin rebuilt its docks, it was done in a logical sense and a great job was done. The fact that the Department and Commission allow the closing out of approximately 8-9% of the slips demonstrates a lack of business sense. This action did not make sense because it opened the developer to litigation from a large number of people who were displaced. Additionally, all the developer had to do to rebuild the docks was follow Dolphin's example since its slips were done properly. He suggested the Department and Commission return to basic business school to learn how business works. Mr. Ruskin said an entire facility should not be shut down. People were driven out of the Marina and slip fees have increased. An injustice

was done to the community by the Department's illogical action. This was a poor decision from which the Department and Commission haven't learned. The County has a responsibility to maintain its facilities in the Marina. He added that the Marina has gone downhill since it was built. The marinas in other parts of Southern California are pristine, beautiful and functional, and should be used as models. The Department and Commission should consider how they do things in the future because they are affecting the Marina in a negative way.

5. NEW BUSINESS

a. Marina del Rey's Recycling Program

Mr. Wisniewski introduced Mr. George De La O, Civil Engineer with the Los Angeles County Department of Public Works (DPW), to the Commission and said he was invited today to discuss the Marina's recycling program. The presentation was arranged because of a request made at the January Commission meeting.

Mr. De La O informed the Commission that he works in the Environmental Programs Division, where staff develops and implements programs to reduce the amount of waste entering the landfills. He said the County departmental recycling program began in 1990. Currently, most departments are participating in the program. The DPW does a lot of road construction and recycles lots of concrete and asphalt. In the year 2001, over half a million tons of these materials were recycled. When the Marina was dredged in the year 2000, the County used the clean material to replenish the local beaches and 447,000 tons of debris was gathered. The Sheriff's Department has had a unique program named Project Isaiah since 1993, which melts down ceased weapons that were used in crimes. The reinforcement bar that is collected from the ceased weapons is used for construction projects, such as the Staple Center, hospitals, and police departments.

Mr. De La O said there are extensive education programs to inform the public that their litter ends up at the local beaches and affects everyone. Commissioner Law asked whether inland cities are resisting the implementation of the new standards to reduce runoff. Mr. De La O responded that he isn't familiar with all the issues because he is no longer in the division that deals with the standards, however, he is aware that California's Regional Water Quality Control Board issues a National Pollutant Discharge Elimination System Permit, which imposes limitations on how much can be put in the storm drain systems. This is referred to as TDMLs (total maximum daily load). A TDML of "0" is required for storm drains, which means that nothing is allowed in storm drains, not even one cigarette butt. The DPW is testing systems to catch the debris entering the catch basins. It's very difficult to meet the "0" standard and some agencies are fighting it.

Mr. De La O said that in County unincorporated areas, single-family homes and duplexes automatically have recycling services. With multifamily complexes, County code requires the hauler to provide recycling services if an owner or manager requests them. Many apartment

complexes don't have the service because of their size, storage limitations and the cost involved. The DPW's public education program has a technical assistance component whereby staff members visit the complex and talk to the owners and managers to educate them about the advantages of providing recycling services to tenants. The owners/managers are given options for bin sizes, suggestions for placement, and names of alternative haulers in the area. Additionally, owners/managers are given outreach materials if they decide to provide recycling services. Chairman Searcy asked whether the Marina's multifamily complexes have been contacted. Mr. De La O responded that the DPW is in contact with the Marina's apartment complexes. In fact, a large complex recently contacted the DPW and staff will begin their next round of visits within the next month or two. Chairman Searcy requested that Mr. De La O provide the results of these contacts to Beaches and Harbors' staff so that follow up could be done. Chairman Searcy said the Commission would like to lend support and encourage the apartment owners to participate in the recycling program.

Mr. De La O said some owners have expressed concern implementing a recycling program because they fear scavengers searching through recycling containers and dumping trash in the surrounding area. Owners also express concern about possible identity theft as well as the limited space available for recycling bins. The DPW is trying to work with the owners to address their concerns. Relative to household hazardous waste, Mr. De La O said the Marina has a used oil collection center on Fiji Way. This facility only accepts used oil. It is a very successful site that has been opened for 10 years now and approximately 450 gallons are collected weekly. The hours are 7:00 a.m. – 2:00 p.m. Monday – Friday and 10:00 a.m. – 2:00 p.m. Saturday – Sunday. As for household hazardous waste, it's financially unfeasible to have permanent sites, so a collection event is held on a weekly basis at different locations. The event is usually held in March in the Marina. He informed the Commission that a schedule of events was placed on the information table near the Community Room's front entrance. The City of Los Angeles recently opened a permanent household hazardous waste site at the Hyperion Treatment facility in Playa del Rey. Chairman Searcy requested Mr. De La O to continue to provide this information to the Department and it will ensure the public remains informed, as well as local newspapers, etc. He thanked Mr. De La O for his report. Commissioner Lesser commented that recycling is very important. He said the County's statistics indicate approximately 2 ½ pounds of waste per person per day goes into landfill. The state has mandated a 50% reduction of what goes into landfills. He said the Commission should do what it can to encourage lessees to implement recycling programs.

Chairman Searcy opened the floor to public comment:

Ms. Suzanne Kite said she is a resident of Marina del Rey Apartments. The issue of recycling is extremely important. When she lived in Washington State, she lived in a county with the reputation for being the best municipality for recycling. Ms. Kite expressed appreciation for the County's interest in recycling and suggested that lessees be required to have recycling programs. If things aren't done now, there won't be another opportunity 15-20 years from now.

Ms. Kite asked Mr. Weiss whether speakers are allowed a minimum or a maximum of three minutes. Mr. Weiss responded that the Commission's rules provide that people have an opportunity to speak for three minutes. The Commission is free to make three minutes the minimum and maximum if it chooses. Ms. Kite said a determination should be made in advance regarding whether three minutes is the minimum or maximum so that speakers know their time limit. Chairman Searcy clarified that individual speakers can speak from one-second to three minutes. If time is donated to a speaker, he/she can speak from one-second to six minutes.

Commissioner Lesser said, since Mr. Ring is coming to the April meeting, he would like to have a timeline for Mr. Ring's project. He would like the timeline to include when the project was presented to the Coastal Commission, when various approvals were given, when the lawsuit was filed and was appealed after it lost, and why a decision was made to do approximately 435 slips at one time. Mr. Moliere said he could provide some information on why a decision was made to do the slips at one time. He explained that this was an unusual decision. It is the County's preference, as well as that of any developer's, to do the slips serially because the County and developer aren't interested in closing slips unnecessarily and losing revenue from closing the slips. Most projects, if they can be done, are done serially. In this case, the project involves a very narrow slip of land and the parking has to be taken off grade and placed underground. To build the parking structure requires taking away the ingress and egress safely to the slips and any parking for the slips. Because of physical limitations of the parcel and the fact that all of the parking will be taken off grade and placed underground requires a period of time when everything is closed down for insurance and safety purposes and because of a lack of parking and the need to construct the slips all at once. Commissioner Law asked was there ever a trifurcation or bifurcation of the work in which building in front of the docks and building the docks would be done at the same time. Mr. Moliere responded that construction stages were considered, however, the whole parking bottom section has to be done at one time rather than in stages. Mr. Ring will provide more detail at the April meeting and the timeline will include the items that Commissioner Lesser requested.

b. Slip Vacancy Status Report

Mr. Moliere gave background on the Slip Vacancy Status Report, informing the Commission that a few years ago there was confusion about the number of slips in the Marina and how to count them. Consequently, the Department commissioned its harbor engineer, Concept Marine, to make a count that excluded certain slips that were counted some of the time and sometimes not counted at all. For example, there were a number of bulkhead slips, which are slips between the bulkhead and the last dock, that were rented in the past that should not have been counted since these are not legal slips. The Slip Vacancy Status Report identifies 5,246 as the total slips in the Marina at the time the count was made and at the present. The slips that are out of service due to redevelopment or other reasons for closure were taken out of the equation. The vacancies are really more truly represented in the "Adjustments to Slip Availability and Vacancy Due to Redevelopment" section of the report. The actual effective vacancies are in this section. Chairman Searcy asked whether the 5,246 total includes the slips that were subsequently

adjusted. Mr. Moliere responded that Chairman Searcy is correct and explained that Deauville Marina's 430 slips are vacant, however, aren't included in the report's "Vacancies" section because it would be misleading.

Chairman Searcy clarified that the report's "Vacancies" section includes Deauville Marina's slips, but the "Adjustments to Slip..." section does not include Deauville's slips. Mr. Moliere said the bottom of the Report notes that Parcel 111 would open 111 slips as of April 1, 2003, which would result in an increase of both effective available slips and effective vacancies. He added that the Commission was provided the January report because the reports are due the 15th of the succeeding month. As of the 15th, the January report was the most recent he had received. Mr. Moliere said he has a more recent report, which he looked at this morning, and he noticed that the vacancies are slightly higher. There are an additional 22 vacancies in the 35' and under category for the month of February. He informed the Commission that staff would provide a report update on a quarterly basis. Commissioner Law requested that on a one-time basis the Commission be given an updated report that incorporates the February data.

Chairman Searcy opened the floor to public comment:

Mr. Donald Klein, Coalition to Save the Marina, asked why slips that aren't in use because of planned construction projects are excluded from the Slip Vacancy Status Report. Chairman Searcy responded that the report does include the slips both in the "Vacancies" section and "Adjustments to Slip Availability..." section. The report identifies what staff indicates are total vacancies and a truer account of vacancies if the slips out of service weren't included. Both percentage factors are shown.

Mr. Sokalski said the public should be allowed to contribute input before meetings just as staff is allowed this opportunity. Staff provides the Commissioners with material five full days preceding each meeting. He said copies of letters addressed to Mr. Wisniewski were sent to the Commission prior to today's meeting. These letters requested the opportunity for the public to participate in the Slip Vacancy Status Report's preparation. The public needed to have input prior to today's meeting because, although the Department's report looks good, many slips were left out and some were miscounted; this led to a lawsuit and will lead to more. Mr. Sokalski said if the Commission is given five days to consider staff's information, members of the public should be given the same amount of time. Chairman Searcy informed Mr. Sokalski that he could provide staff with any empirical data, or other sources for slip vacancies, on a continuing basis. He said the meeting is not the only time to submit material to the Commission, information could also be mailed or delivered to the Department and staff would forward copies of it to the Commissioners.

Mr. Sokalski distributed copies of a letter from a boater. He said the letter relates to the vacancy issue and indicates that obtaining a boat slip sometimes involves bribery. Mr. Sokalski said the letter exemplifies the boat slip shortage in the Marina. He requested that this matter be considered when deciding on policies. Bribery is not unheard of and is the norm where there

are tight markets for boat slips. Mr. Sokalski requested that the issue of boat slip vacancies be continued to the April meeting so that he would have a chance to provide more information. He also would like to give a presentation, consisting of 20-30 minutes, including a slide show. Mr. Sokalski said he would like an equal chance to provide the Commission with information. Chairman Searcy thanked Mr. Sokalski for his testimony and suggested that if he would like to make a presentation, either as an individual or on behalf of a community organization, he should provide his material to the Department in a completed fashion so that it could be reviewed and staff could consult with the Commission regarding the timing and appropriateness. Mr. Sokalski requested the procedure for providing material to the Department for placement on the agenda. He would like to do a presentation on the alternative view of boat slip availability in the Marina. Mr. Sokalski said, thereafter, a decision could be made as to whether he would provide boat slip data on an ongoing basis.

Mr. Wisniewski informed the Commission that Mr. Sokalski submitted a letter to the Department requesting the opportunity to participate in developing the Slip Vacancy Status Report. Mr. Wisniewski explained that the Department has staff members who prepare reports for the Commission that are based on information obtained by the Department. The information is subject to verification as soon as it's released as a public document. If the Department began developing all of the staff reports with every member of the community, the Commission would have very long delays in getting staff reports. He said that staff strives to make the reports as accurate as possible because it would be very embarrassing to issue reports that can be challenged and found to be wrong. Mr. Wisniewski encouraged Mr. Sokalski to review the Slip Vacancy Status Report and send a letter to Mr. Wisniewski if he finds errors in its data. If the Department is wrong, Mr. Wisniewski said he would inform the Commission and adjust the report. This is the manner in which slip vacancy matters should be handled because it enables professional staff to provide the Commission with expedited reports on requested items and gives the public the opportunity, as they always have had, to challenge the reports.

Chairman Searcy emphasized to Mr. Sokalski that if he finds incorrect data, or discovers that data has been omitted, or if he has additional data to give staff, Mr. Sokalski should provide staff with the information. If staff doesn't respond, Mr. Sokalski could provide the material to the Commissioners at the meeting. Mr. Sokalski said that, in the past, he provided information to the Commission, but never received a response. Chairman Searcy suggested that Mr. Sokalski provide staff with the material and send him a copy. This is not a new practice since Mr. Sokalski has previously sent him material. Chairman Searcy added, if Mr. Sokalski is unable to provide material for the April meeting, he should provide it at another time.

Mr. Steve Weinman informed the Commission of the difficulty in obtaining boat slip vacancy data. He requested that the Slip Vacancy Status Report be held. Chairman Searcy said that the Slip Vacancy Status Report is an ongoing item. He suggested that Mr. Weinman provide the Commission with data he believes should be included in the report. Commissioner Lesser reiterated that the Slip Vacancy Status Report is an ongoing discussion item that staff will

provide on a quarterly basis. Mr. Wisniewski added that the report is a management tool for the Department and provides the public with information on slip vacancies in the Marina.

Ms. Andrus asked how long the policy of not renting bulkhead slips has existed. Mr. Chesler responded that he doesn't have the accurate dates, but it coincided with the seawall repair, bulkhead repair project, approximately 3-5 years ago. It is now part of the design specifications that staff reviews on a daily basis.

Ms. Andrus said bulkhead slips were being rented out in Marina Harbor in 2001. She asked whether the County received money from this. Mr. Wisniewski responded that if bulkhead slips were rented out, the Department would have received revenue. However, these slips would have been noted on the maintenance inspection report and staff would have followed up to request the lessee not to rent those slips. He stressed that there is a policy not to rent the bulkhead slips and if the lessee rents out the slips, he/she would be asked to comply with the policy.

- c. **Request for Proposals for Development of Boat Storage Facilities on Parcels 52R and GG in Marina del Rey**
- d. **Request for Proposals for Development of a Water Oriented Entertainment/Retail Center on the Mindanao Peninsula in Marina del Rey in Conjunction with The Expansion of Chace Park**

Mr. Wisniewski requested that Agenda Item #5c and Agenda Item #5d be discussed together since they are companion items. Chairman Searcy agreed and said both can be discussed at the same time. Mr. Wisniewski reported he was very insistent that the RFP and Board letter include a preamble to explain the RFPs intent to the public. He read the following portion of Agenda Item #5c's cover memo:

The proposed development of expanded boater-serving facilities on Parcels 52R and GG and the concurrent proposed development of a destination visitor-serving project that is integrated with an expanded Chace Park respond to the need to simultaneously enhance Marina del Rey as a visitor destination and increase the amount and quality of facilities serving recreational boaters and users of Chace Park. To this end, the County has released Requests for Proposals ("RFPs") for both projects simultaneously, requiring, at a minimum, that new boater facilities on Parcels 52R and GG fully replace the repair and boat hoist facilities and expand the boat storage located on Parcel 77W to permit the future use of Parcel 77W for visitor-serving commercial uses and the expansion of Chace Park.

He said the fate of Parcel 77's repair facility has been a contentious issue in the past. A lot of Parcel 77 tenants received incorrect information that the repair facility would be closed down

and dry storage renters would be evicted. Mr. Wisniewski emphasized that all the facilities currently available on Parcel 77 must be opened up and available on Parcels 52 and GG before Parcel 77 could be developed. Boaters would not be negatively impacted. As a matter of fact, more boater facilities could be built on Parcel 52 and GG even after taking in what has been replaced from Parcel 77.

Mr. Wisniewski continued reading from the cover memo:

Respondents to the Entertainment/Retail RFP will note that such replacement facilities for boaters must be in place before any closure of the existing facilities on Parcel 77W and that all proposals in response to the Entertainment/Retail RFP will also be expected to provide boater access to an Entertainment Retail Center that is integrated with the expanded Chace Park.

Mr. Wisniewski showed the location of the proposed projects on the "Marina del Rey Asset Management Strategy Land Use Designation and Development Zone Chart." He said Parcel 47 is the site of the Santa Monica Windjammer's Yacht Club. Last year, the Board of Supervisors approved a three-year extension of the Yacht Club's lease to give the Department time to relocate the facility and turn the entire parcel into an expansion of Chace Park. It is the Department's intent to utilize the existing facilities to facilitate an aquatic center for inner city and other children in Los Angeles County. The recreational boat slips currently there would remain rented as recreational boat slips. The County now has an option to buy that leasehold and an option to buy a portion of Parcel 44, which is the same length of Parcel 77. The RFP for the ERC makes Parcel 77 available and a portion of Parcel 44. It also creates a new parcel from the parking lot behind the Visitors Center. Mr. Wisniewski stated that the Department extended the parking lot to equal the bulkhead line on Parcel 77 all the way across the parcel without encroaching on some of the launch ramp. Not wanting to impact boating facilities, land was added onto the other side of the parcel and encroaches on the mastup storage facilities where there are 302 mastup spaces. He explained that the spaces could be maintained through a managed parking situation. The developers will submit proposals for an ERC on the new Parcel 70, formerly the parking lot at the Visitors Center. Parcel 77 and a portion of Parcel 44 will also be available as well as a further expansion of Chace Park and much needed parking. The Department is aware that the boater facility at Parcel 77 is important to maintain and this parcel cannot be touched until the facilities are replaced on Parcels 52 and GG. The Department is also aware that a number of boater facilities can be greatly expanded because of the size of Parcels 52 and GG. By going dry stack, it is possible to have over 400 dry stack spaces, a number of mastup dry storage spaces, as well as provide a hoist and a repair service.

Mr. Wisniewski said the Department is not just proposing Parcel 77, a portion of Parcel 44, and Parcel 70. Adjacent lessees can also join in on the proposal. The Waterside Shopping Center may propose a joint development. He said he doesn't believe Parcel 44 will join in because the lessee is already working with the Department on another proposal. Mr. Wisniewski expressed

his belief that the projects would result in a visitor-serving facility for the Marina and improved boater facilities with no disruption to Parcel 77's existing boats in dry stack.

Commissioner Law commented that Mr. Wisniewski didn't mention Chace Park's expansion in his summary. Mr. Wisniewski responded that the Department is seeking an expansion of Chace Park and its parking area. Commissioner Law questioned whether the intent is for the mole road to conclude at the end of Parcel 77. Mr. Wisniewski responded that acquiring the control of all of the land westward of the line where the launch ramp is located means there is no need for an extension of Mindanao Way. It will be an interesting design feat because access to Parcel 47 boater facilities and Chace Park has to be maintained. Responses to the RFP will go through a rigorous evaluation process and will be brought before the Commission in route to the Board of Supervisors. Commissioner Law asked whether the RFP shows a continuation of the promenade. Mr. Wisniewski responded there was once a proposal to build the dry stack storage on Parcel 77. It didn't prove to be feasible because dry stack storage could not exist with a hoist operation going over a public promenade. Moving dry stack storage over next to commercial boat repair yards, where a waterfront promenade is not really practical, opens up the waterfront promenade along Parcel 77.

Commissioner Lesser said that RFPs are being issued and no one knows what the proposals will look like. If proposals are submitted that don't meet the Department's approval, the Department doesn't have to proceed with the projects. If the proposals don't enhance boating, storage, hoist operations, etc., there isn't any sense in proceeding. He added that the Commission is not evaluating proposals today, but approving a recommendation to issue a Request for Proposals. The time to evaluate whether the proposals are better or worse is when they are received. Chairman Searcy stated he is pleased staff heard the Commission and the public and included in the specific language of the RFP that no proposal would be entertained unless it sets forth how slips would be replaced. The slips must be replaced, operational and ready to use before the old ones are removed.

Chairman Searcy opened the floor to public comment:

Mr. Klein asked the cost of the lease buyout on Parcel 77. Mr. Wisniewski responded the lease option for Parcel 77 land and water and land only portion for Parcel 44 is \$4.9 million. If the water area for Parcel 44 is added, it would be an additional \$700,000. Chairman Searcy asked the number of years remaining on the lease. Mr. Moliere responded 22 years remain on the lease. Mr. Klein asked if the amount is substantially more than the cost of the original lease. Mr. Wisniewski clarified that the option was presented to the Commission and approved by the Board of Supervisors. The appraisal determined that the option price was at or less than fair market value. Mr. Kotin responded that his understanding is that at the time the original leases were granted, there was no payment other than the requirement that the lessee construct all of the improvements and the lessee pay the specified rent. There was not an auction. The Marina was a swamp and the object was to induce development at that time rather than extract any surplus. There is no frame for comparison. The lessees who built the Marina invested a lot of

money and created real estate value that will continue to have value, albeit diminishing value, to the end of the lease and this is what the County pays. No initial payment was made to acquire the lease. Mr. Klein commented that if the buyout happens, someone is making a lot of money off of public land without having done any structural modifications or increase on the property; Parcel 77 appears to be the way it always was. He says as far as he knows, there is a requirement of structural improvement when a profit is being made off public land; otherwise, it's considered speculating on public land. Mr. Klein said this has also occurred with other leases and is a matter he will further investigate.

Mr. Von Leer asked, since Dock 77 boaters are being relocated to a stack storage facility, would arrangements be made to store trailers or would a second space have to be rented for this purpose. Chairman Searcy responded that the purpose of the RFP is to obtain proposals. It is not definite that Dock 77 tenants would be moved. Chairman Searcy informed Mr. Leer that he posed a good question, which is being noted by staff for its use when the proposals are evaluated. Mr. Wisniewski said in addition to the dry stack storage facility, there would be mast-up storage spaces with trailers.

Mr. Von Leer asked if there is a proposal to build a hotel facility on the Mindanao Peninsula. Mr. Wisniewski responded there is a proposal to build a hotel on the Parcel 44 frontage that is on Admiralty Way, but not on Mindanao Way. Mr. Von Leer asked whether the existing slip space would be used for the hotel. Mr. Wisniewski responded that this isn't the developer's intent, however, there would be new slips and slips would be replaced. Mr. Von Leer questioned whether the Department is aware that the slips in, what he believes is, D basin, are \$23 per foot, which is a \$120% jump. People were evicted with no guarantee of getting their slips back and 75% of the slips are already spoken for. There will be a lot of boat vacancies because the small boat owners can't afford the increase. Mr. Wisniewski responded that he hasn't heard of the \$23.00 per foot price, but will look into the matter.

Mr. Von Leer requested that the Department improve its efforts in notifying the public about meetings. He suggested that meeting notifications be placed in the tenants' bills. Ample notification would prevent confusion and misunderstandings. None of the Parcel 44 tenants attended the last meeting because they were unaware of its occurrence. Chairman Searcy said the Commission and staff are sensitive to the issue of meeting notification. He said Mr. Von Leer's suggestion to place notifications in tenants' bills is a good idea, however, it is something that is voluntary for the lessee. Mr. Wisniewski said staff could fax or e-mail the agenda to lessees and suggest that the lessees post it in a public area. He explained there are occasions when meetings that aren't regularly scheduled need to be held. Mr. Wisniewski informed the public that 90% of the meetings occur on the second Wednesday of each month at 9:30 a.m. in the Chace Park Community Room. He apologized for the disruption in the regular meeting schedule and said he would follow up to ensure the agenda is given to the lessees with a request that they post it in a public area.

Mr. Jimmy Stathis, Dock 77 tenant, informed the Commission that he has a list of names of people who can't attend daytime meetings. He offered to provide this list to staff. Mr. Stathis requested that some meetings be held in the evenings. Chairman Searcy informed him that the Commission understands the need to make the meetings as convenient as possible and has previously conducted an evening meeting. He said there is a possibility that an evening meeting could be scheduled when proposals for the ERC, Parcels 52R and GG, are received. The Commission will make an effort to conduct a meeting at that time.

Mr. Stathis said a lot of tenants are at Dock 77 because there aren't any other spots for their trailers. Mr. Wisniewski informed him that staff noted the public's concern about trailer storage space.

Commissioner Lesser asked whether there is intent to replace all of the existing facilities with new facilities before the existing facilities are torn down. Mr. Wisniewski responded that he doesn't know how the trailer parking aspect will be handled. With most dry stack facilities, boats are placed in the dry stack. In addition, the boaters don't place their boats on the trailers and take them over to the hoist, the trailers aren't needed. There is a mechanism that pulls the boat out of the space and puts it into the water. Mr. Wisniewski said he would encourage RFP respondents to propose an advance reservation system and an area where the boat can be put into the water anytime the boater wants to show up. Chairman Searcy said, for clarification, that with normal dry boat storages, boats are taken off the trailers and placed in dry boat storage. When a boater wants to place his/her boat into the water the hoist puts the boat into the water. The trailer is only needed for transporting the boat elsewhere. He said, however, there still needs to be ample space to accommodate the trailer and the boaters would like parking to be available for the trailers. Mr. Wisniewski said he fully understands the boaters' request for ample parking. Mr. Ruskin commented that this plan means the boater incurs the cost of the dry stack storage as well as trailer storage since the trailer can't be left on the streets.

Mr. Ruskin referred to Mr. Moliere's earlier statement regarding ingressing into the mast up storage with the new parking facility and asked what would be done with the loss of spaces. Mr. Wisniewski responded there won't be any loss of spaces. Mr. Ruskin clarified that he didn't mean loss of dry stack storage, but of the current mastup storage. He referenced Mr. Wisniewski's earlier statement that there were plans to push the parking lot out to the bulkhead with Parcel 77 and all the way out to Admiralty Way. The parking facility where people currently park their boats and trailers would be pushed into the mast up storage area. Mr. Ruskin asked what would happen to the boats in the mast up storage area. Mr. Wisniewski responded that the boats would remain, but instead of aisles between the boats, some would be stacked parked and an attendant would be on duty to remove the boat when the tenant wants it. Mr. Ruskin said he is currently a mast up storage tenant and the lot appears to be 2/3 full or 3/4 full. Mr. Wisniewski informed him that the storage is 2/3 full. Mr. Ruskin said the parking lot for the trailers and boats, when the boats are being used, is probably a little larger than needed. Mr. Wisniewski said there is no way he would decrease the pull through space at the launch ramp.

Mr. Ruskin said he knows Commissioner Lesser is a boater, however, he doesn't believe the other Commissioners are active boaters. He suggested that the Commissioners, before they start discussing ways of increasing the Marina's usage by bringing in more people and increasing parking spaces, consider the traffic problem. If the Commissioners were to visit the Marina on the weekend during the summer and attempt to leave Mindanao Way, it would take them approximately 15 minutes because of park visitors and boaters taking their boats out on trailers from the launch ramp and yacht club. All of the development projects, including Playa Vista, will increase the traffic problem. Mr. Wisniewski informed him that the Local Coastal Plan provides for a certain amount of additional building. With all of the development being pursued, the Department is still at or below 50% of what is authorized in the Plan. Chairman Searcy said traffic mitigation and traffic studies are going to be required for the planned development to determine how it affects the existing traffic situation. Mr. Wisniewski suggested that Mr. Ruskin speak to Mr. Moliere after the meeting to obtain a copy of the proposed mitigation measures that are currently being pursued. Mr. Wisniewski informed the boaters that the launch ramp is not impacted by anything the Department would do.

Mr. DeWayne Ridell asked how the dry stack storage facility would work since there needs to be a place to flush the engines, charge batteries, etc. Mr. Wisniewski responded that the proposals would address the matter. The Department is encouraging improvement in the wash down facilities for the boaters. Mr. Ridell said the boat won't be on a trailer, therefore, can't be transported to a wash facility. Mr. Chesler said the dry stack storage facilities in California and Florida are operated by a third party and the services Mr. Ridell mentioned are provided. The Department expects to receive proposals that offer a whole list of services that are consistent with the boaters' needs. Mr. Ridell said boaters currently pay \$125 per month. He asked whether services would be available for the same amount and what guarantees does the boater have. Mr. Wisniewski responded that, absent a specific proposal, it is premature to discuss what services would be available at what prices.

Ms. Kite asked where Santa Monica Windjammers Yacht Club would be relocated. Mr. Wisniewski responded that two different sites are being explored for a replacement facility as well as boat slips for the Yacht Club. She asked the location of the Yacht Club. Mr. Wisniewski responded that since it is a matter of negotiations, the Yacht Club may share that information with Ms. Kite, however, he feels awkward discussing it. Ms. Kite explained that she is asking because she wants to figure out where things are going to go. Chace Park's expansion is a wonderful idea and the dry storage facility has needed uplifting for a long time. She asked where an entertainment complex, hotel, and other planned developments would be located since there doesn't appear to be ample space. Mr. Wisniewski responded that a hotel is not being planned for this project. Ms. Kite said she recalls the ERC being a massive entertainment complex. Mr. Wisniewski informed Ms. Kite there is a limitation on the size of the ERC and it is dramatically different from the Vestar proposal, which was approximately 350,000 square feet, whereas the new ERC would be approximately 175,000 square feet. In response to Ms. Kite's question about the development location, Mr. Wisniewski said he doesn't know where everything will be, that's why proposals are being solicited. He said, at this time, the

Department believes it has a sure winner to improve boater facilities and visitor-serving facilities in the Marina and will have to wait and see what the development community says. Mr. Wisniewski said he knows there will be an expansion of Chace Park and parking, improved boater facilities, and an ERC. Unless the proposed facilities are better than what currently exists, the projects won't proceed. Ms. Kite commented that currently the parking situation, traffic, and influx of a vast number of people are horrendous. She has been in the Marina since the early 1970's and used to work with Vic Adorian, Beaches and Harbors' former director. Ms. Kite said she really wants the Marina to exist for boating purposes. For clarification Mr. Wisniewski said the previous ERC cited movie theaters as something the Department desired, however, it is not a requirement.

Mr. Weinman said it's been great communication at today's meeting. He referenced the Asset Management Strategy (AMS) and cited its four main elements, beginning with: 1) long-term vision for MdR. Mr. Weinman said this element establishes the area as a strong urban waterfront development and is all about bringing more people here to live. He added there would be triple density on Mr. Ring's property. Mr. Wisniewski informed him that Mr. Ring's project is the only one, with the exception of Neptune Marina, that is being raised and replaced with a significant increase in density. Mr. Weinman asked the number of units Mr. Goldrich planned to construct. Mr. Wisniewski responded that Mr. Goldrich is constructing 99 units on Parcel 20 and the Department is working with him on a senior complex with 142 units on Parcel OT, which currently is a vacant lot.

Mr. Weinman continued identifying the AMS' main elements: 2) catalytic development projects draw people on a regional basis, spur the leasehold development, and set a standard for design control; 3) development mechanisms encourage leasehold redevelopment proposals consistent with its long-term vision; and 4) other mechanisms encourage refurbishment and ensure quality maintenance, etc. Mr. Weinman said there is no mention of boats in these four elements, but there should be. He stressed that the AMS is for the Marina, which was built as a small boat harbor. He requested that the Commission and Department allow the Marina to continue as a small boat harbor. Mr. Wisniewski said that Mr. Weinman did not mention the section in the AMS that discusses boats. He said the AMS has a strong element to ensure not only the protection, but also enhancement of boater facilities in the Marina. Mr. Wisniewski offered to meet with Mr. Weinman after today's meeting to show him the AMS' exact language relative to boats.

Mr. Sokalski distributed material requesting the Commission to postpone voting on the RFPs today. He asked whether all of Beaches and Harbors' materials relating to Agenda Item #5c and #5d would be included on the administrative record. Mr. Wisniewski said, if Mr. Sokalski wants to submit material as part of the administrative record, he should submit it at this meeting so that the recording secretary has copies of it. Mr. Sokalski said he wanted to know whether Beaches and Harbors' materials relating to the aforementioned agenda items are on the administrative record. Mr. Wisniewski informed him that the materials are the basis for the administrative record. Mr. Sokalski said that Mr. Ring's attorney used this basis to exclude eight

items from his lawsuit. Mr. Wisniewski explained to him that the agenda, staff reports, minutes, and any other materials submitted to the Commission in writing, are on the administrative record. Mr. Sokalski suggested that the Commission consider what happened with the Vestar situation and the County and developer not considering in advance the problems with changing the launch ramp cross wind slips, etc. It's not that this is the only problem. No one can know it all. He is suggesting in his letter that, prior to the issuance of RFPs, or even during the process, the public be invited in, it's just smart business. Mr. Sokalski said the Commissioners should take his advice, not for him, but themselves. This way, the Commission will see whether there are any objections before the developers spend a ton of money and the County spends a lot of its staff time and taxpayer money only to discover fatal flaws in the project.

Commissioner Lesser made a motion that was seconded by Vice-Chairperson Stevens to approve the Request for Proposals for Development of Boat Storage Facilities on Parcels 52R and GG in Marina del Rey. The motion passed unanimously.

Commissioner Law made a motion that was seconded by Commissioner Lesser to approve the Request for Proposals for Development of a Water Oriented Entertainment/Retail Center on the Mindanao Peninsula in Marina del Rey in Conjunction with the Expansion of Chace Park. The motion passed unanimously.

6. STAFF REPORTS

a. Ongoing Activities Report

Chairman Searcy said, at the Chair's prerogative, the Commission would receive all of the staff reports on Agenda Item #6a.

b. Marina del Rey Convention and Visitors Bureau

Mr. Wisniewski informed the Commission there is no Visitors Bureau report. Ms. Beverly Moore left early for a meeting and asked to be excused.

7. COMMUNICATION FROM THE PUBLIC

Chairman Searcy opened the floor to public comment:

Ms. Rhoda Rich, a long standing resident, said she is attending today's meeting to discuss the Daniel Freeman Marina Hospital, which no one has mentioned yet at today's meeting. She distributed copies of a letter addressed to Mr. Wisniewski, dated February 24, 2003, regarding her proposal to require developers to contribute to the establishment and maintenance of a hospital in the Marina area. Ms. Rich said she is not only suggesting that Marina developers contribute to funding and maintaining a hospital, but also developers in the outlying area that would use the community hospital.

She read her entire letter as follows:

I am in receipt of your note of February 6, 2003 and the attached correspondence to the Harbor Commission regarding my proposal that developers in the Marina contribute to establish and maintain a proper medical facility in this area.

I disagree with your comment that making developers responsible when they dramatically increase the population in an area "does not deserve further consideration."

History has proven that development in the Marina and the surrounding area has allowed the developers free reign to increase rents, reap a greater return on their investments, allow deferred maintenance, with the County looking the other way when it comes to making repairs and improvements (the M.C.C. is a case in point).

Reports at the monthly meetings regarding advertising to attract visitors to our area seems ludicrous when one considers the prospect of no local medical facility in the event of a catastrophe. Before we allow thousands of additional residences built, we should make sure we have facilities to protect the occupants. Lets take our heads out of the sand and start dealing with reality.

Enclosed is a copy of an article, which appeared in the L.A. Times on February 15, 2003. Developers are charged a fee for every home built. I fully endorse this action. Riverside County has courage and should be applauded. It proves that the substance of my proposal is well founded and can be implemented.

Save Our Marina Hospital has formed a companion group called We CAHRE (Community Action for Healthcare Reform and Excellence) that can accept tax-deferred donations for maintaining a local hospital.

Everyone must work together to remove Tenet from our area and start an honest caring facility to protect all of us.

Ms. Rich said an L.A. Times article mentions that Riverside County imposes a fee on every home built in order to finance roads to accommodate the homebuyers. She said she doesn't see why this can't also be done in the Marina. Vice-Chairperson Stevens said today's business section has an article about the planned closures of 14 Tenet hospitals. Relative to the Daniel Freeman Marina Hospital, the article states, "Tenet has proposed shuttering the 166 man facility, but community resistance and the State Attorney General's office effectively has blocked the closure." Vice-Chairperson Stevens said if Tenet sells the hospital and a buyer buys it, the

buyer has to go through the planning process in the City of Los Angeles. Cindy Miscikowski is the district's councilwoman and Mayor Hahn is L.A.'s mayor. Vice-Chairperson Stevens said these officials could stop the process, but Ms. Rich seems to be putting all of the pressure on the County. Ms. Rich said that Julie Inouye, who the Commission had the pleasure of meeting a few meetings ago, is involved in this aspect and meetings are being held with the powers that be. Ms. Rich added the County should be involved because Daniel Freeman is in the Marina area. Vice-Chairperson Stevens said it is important to keep up the pressure. If the L.A. Times is reporting Daniel Freeman Marina Hospital is the only hospital that isn't closed because of community pressure, Ms. Rich is succeeding and should continue her efforts. Ms. Rich emphasized that the Commission has power. Chairman Searcy asked whether Daniel Freeman Marina Hospital is in L.A. City jurisdiction. Vice-Chairperson Stevens responded that the hospital is in L.A. City jurisdiction. Chairman Searcy said Ms. Rich's information is beneficial, however, pressure should continue with Councilwoman Miscikowski's office since the hospital is within L.A. City jurisdiction.

Ms. Andrus informed the Commission that she, Mr. Weinman, and Mr. Sokalski, attended a CCC meeting and she submitted a statement to its members for the administrative record. Ms. Andrus said she also spoke to the CCC's chairman, Mr. Riley, and inquired about public review workshops in the Los Angeles area. Mr. Riley told her there are several upcoming meetings planned in the Los Angeles area. Ms. Andrus said she informed Mr. Riley that the County's lessees could arrange a hotel, at state rate, to conduct hearings. This would also be an opportunity to have public reviews in the Chace Park Community Room. Chairman Searcy told her that if the CCC wishes to avail itself of the Marina's facilities or lessees, the Commission welcomes it. He encouraged Ms. Andrus to ask Mr. Riley to contact the Department. Mr. Wisniewski said the CCC has held meetings in the Marina and has a standing invitation to come here anytime it wishes.

8. **ADJOURNMENT**

Commissioner Law moved and Commissioner Lesser seconded a motion to adjourn the meeting at 4:33 p.m.

Respectfully Submitted,



Toni Minor
Commission Secretary

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT



MARINA DEL REY STATION

PART I CRIMES- March 2003



	Waterside	East end
Homicide	0	0
Rape	0	0
Robbery: Weapon	0	1
Robbery: Strong-Arm	1	3
Aggravated Assault	3	4
Burglary: Residence	5	15
Burglary: Other Structure	3	3
Grand Theft	6	6
Grand Theft Auto	4	4
Arson	0	0
Boat Theft	0	0
Vehicle Burglary	5	5
Boat Burglary	0	0
Petty Theft	1	6
REPORTING		
DISTRICT TOTALS	28	47

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared** - April 2, 2003
CRIME INFORMATION REPORT - OPTION B



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MARINA DEL REY STATION
PART I CRIMES- March 2003**



	Marina West 2760	Marina East 2761	Rd Lost 2762	Water Marina 2763	Ladera Upper 2764	Area County 2765	Ladera Lower 2766	Hills Windsor 2767	Park View 2768	TOTALS
Homicide										0
Rape										0
Robbery: Weapon									1	1
Robbery: Strong-Arm	1				1		2			4
Aggravated Assault	3							3	1	7
Burglary: Residence	3		1	1	1		3	6	5	20
Burglary: Other Structure	2			1			2		1	6
Grand Theft	3	1		2	1		3	2		12
Grand Theft Auto	4				2			1	1	8
Arson										0
Boat Theft										0
Vehicle Burglary	5				1		2	2		10
Boat Burglary										0
Petty Theft				1			3		3	7
REPORTING										
DISTRICTS TOTALS	21	1		5	6	0	15	14	12	74

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared** - April 1, 2003
CRIME INFORMATION REPORT - OPTION B

MARINA DEL REY HARBOR ORDINANCE SEAWORTHY & LIVEABOARD COMPLIANCE REPORT

	February	March
Liveaboard Permits Issued	2	2
Warnings Issued (Yellow Tags)	0	0
Notices to Comply Issued	0	0

Total Reported Liveaboards By Lessees - 527
Total Liveaboard Permits Issued - 417
Percentage of Compliance - 79

No new Warnings were issued in the month of March. There are 2 cases that are still being investigated.

No new Notices to Comply were issued in the month of March. There are no active cases.

No new citations were issued for violations of 19.12.1110 L.A.C.C. (liveaboard permit) or 19.12.1060 L.A.C.C. (unseaworthy vessel) in the month of March.

Number Of Unseaworthy Vessels Demolished

To date, one hundred and thirty six (136) vessels have been removed from the marina for disposal. Currently, eighteen (18) vessels are ready for disposal and five (7) are awaiting lien sale procedures.



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

April 3, 2003

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

SUBJECT: **ITEM 3b - MARINA DEL REY SPECIAL EVENTS**

SUNSET SERIES SAILING SEMINAR

April 9

Sponsored by the California Yacht Club

Cruising racers and new racers can learn to prepare for the Sunset Series, along with tips on how to organize a crew. The seminar will start at 7:00 p.m. at the California Yacht Club, 4469 Admiralty Way, Marina del Rey, CA 90292.

For information call: Ann Ach (310) 822-0294

SANTA MONICA BAY HALIBUT DERBY

APRIL 12 & 13

Benefiting Santa Monica Boys and Girls Club

The Santa Monica Bay Halibut Derby will be held on April 12-13. Competitors vie for \$225,000 in grand prizes at this popular local event. Official weigh-in station is located dockside at Burton Chace Park from 1:00 p.m. to 5:00 p.m.

For information call: International Gamefish Tournaments 714-258-0445 or visit website www.catalinaclassic.com

CALIFORNIA YACHT CLUB SUNSET SERIES 2003

April 16 – September 10

This weekly sailboat race begins every Wednesday at 5:55 p.m. off the Marina del Rey breakwater.

For information call: Ann Ach (310) 822-0294

FISHERMAN'S VILLAGE WEEKEND CONCERTS

Sponsored by Pacific Ocean Management, LLC

All concerts from 2:00 p.m. – 5:00 p.m.

Saturday, April 12

MARK CARTER, playing Jazz

Sunday, April 13

AVERAGE TOM WHITE BAND, playing Jazz

Saturday, April 19

ERIC ESTRAND ENSEMBLE, playing Big Band

Sunday, April 20

THE SULLIVAN HALL BAND, playing Jazz, R&B and Blues

Saturday, April 26

BILL KEIS, playing Jazz

Sunday, April 27

TRES DOS, playing Pop and R&B

For recorded information call: (310) 823-5411.

SW:mc



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



April 3, 2003

STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director *Stan Wisniewski*

SUBJECT: **AGENDA ITEM 4a - DEAUVILLE MARINA DEVELOPMENT PROJECT**

Item 4a on your agenda relates to a request made at your last meeting for further details regarding the Deauville Marina project (Parcel 12R). Your Commission requested a timeline to include dates on which the project was presented to the various governmental approving bodies, the dates of the various project approvals and the dates of the filing, disposition and/or appeal of legal actions affecting the project. Since the Parcel 12 construction is part of a combined project that includes Parcel 15, the attached timeline illustrates the course of events affecting both parcels since they were treated as a single "project" for these purposes.

You also requested that the lessee provide a fuller explanation of the decision to construct all of the parcel 12 slips at one time rather than in stages as well as its projected timeline for construction once the legal impediments to construction are resolved. Mr. Doug Ring, the lessee representative, will attend your meeting to discuss this aspect of the project and to answer any other questions you may have regarding project status.

We will also continue to monitor the project as resolution of current litigation and acquisition of construction financing are pursued and will keep your Commission apprised. Please let me know if you need further information.

SW:rm

Attachment

SCHCRIng31203

April 3, 2003

Parcels 12/15 Project – Chronology

Lease Extension Negotiation:

October 1999

Lease Option and Amended and Restated Lease Finalized.

November 1999

Small Craft Harbor Commission Recommends Approval of Option and Extended Lease.

January 4, 2000

Board of Supervisors Approves Option and Extended Lease.

Regulatory Process:

September 1998

Initial submission made to Design Control Board (DCB) – DCP provides conceptual approval, need for post-entitlement return to DCB.

September 1998

Initial filing made to Regional Planning Commission (RPC) #98-34 For Coastal Development Permit (CDP), Conditional Use Permit (CUP), Variances, Parking Permit, et. al.

February 2000

Substantial revisions in design made. Due to redesign, project is resubmitted to DCB for conceptual approval; post-entitlement return to DCB required;

May 2000

Draft Environmental Impact Report (DEIR) is filed with RPC

June 21, 2000

RPC Holds Initial Public Hearing

July 6, 2000

Transmittal to RPC by Department of Beaches and Harbors, other County agencies and lessee of:

- Boat slip vacancy info
- Additional public comments

- Additional comments from County Departments on Draft EIR
- Applicant's written response to issues raised at June 21, 2000 public hearing

July 12, 2000

RPC Further Public Hearing

August 14, 2000

RPC Further Public Hearing

August 23, 2000

RPC Further Public Hearing

RPC Requests the lessee to provide the following:

- Financial analysis regarding density bonus, concessions and incentives;
- Project redesign to include a maximum density bonus of 25% (46% originally proposed);
- Project redesign to reduce building heights on P-12 Marquesas mole road terminus to a maximum of 45 feet (65 feet originally proposed);
- Project redesign to improve pedestrian access throughout;
- Project redesign to provide Parcel 15 view corridors affording "straight on" rather than angled views;

October 11, 2000

RPC Further Public Hearing – RPC closes the public hearing phase.

October 18, 2000

RPC requests lessee to provide additional clarification on various issues.

November 2000

Final Environmental Impact Report submitted by lessee to RPC.

December 6, 2000

RPC Coastal Development Permit (CDP) approval issued.

Approval includes requirement that 6-months' notice be given to apartment and anchorage tenants when process to vacate property commences; Department of Regional Planning (DRP) Approval Letter issued Dec. 7, 2000.

January 11, 2001

Coalition to Save the Marina and others file appeal of RPC and
DRP approvals with California Coastal Commission (CCC). Two
CCC members also request review of RPC and DRP approvals.

February 13 -16, 2001

CCC Appeal Hearing -
Determines that "no substantial issue" exists on landside permit.

April 16, 2001

Coalition to Save the Marina (Coalition) files first of two lawsuits.

April 24, 2001

CCC holds hearing on waterside permit only.

September 21, 2001

CCC Staff Report filed.

October 8, 2001

CCC Public Hearing – Approves CDP which included condition re:
6-month's notice requirement (see RPC 12/6/00 action).

October 9, 2001

Lessee sends 6-month notices to apartment and anchorage tenants
of Parcel 12.

December 7, 2001

Coalition files second of two lawsuits.

December 10, 2001

James Sokolski files lawsuit.

December 28, 2001

CCC issues "Notice of Intent to Issue Permit".

February 2002

DCB post-entitlement return; DCB approves all design details
except landscaping and exterior of over-water boater facilities.

March 2002

DCB Approval of final design details granted.

May 16, 2002

Coalition Lawsuits (2) settled and dismissed with prejudice.

November 1, 2002

Trial of Sokolski lawsuit.

November 12, 2002

Verdict in Sokolski lawsuit in favor of Lessee. Lessee awarded costs and fees.

January 13, 2003

Sokolski files notice of appeal of adverse verdict.



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS

April 3, 2003



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director *Stan Wisniewski*

SUBJECT: **AGENDA ITEM 4b - SLIP VACANCY STATUS REPORT UPDATE**

Item 4b on your agenda relates to an update of the slip vacancy status report presented at your meeting of March 19, 2003. We have attached the February data, the most recent available full month's data, updating last month's presentation of January vacancy rates. As in last month's report, in addition to showing gross total slip vacancies categorized by slip size, we have provided a section entitled "Adjustments to Slip Availability and Vacancy due to Redevelopment" that adjusts slip availability and vacancy figures to remove those slips that are closed awaiting demolition and reconstruction or are otherwise out of service. The set of statistics in that section provides a truer picture of available slips in each category. As identified in the chart, "Effective Vacancies" are slips presently available for lease. "Effective Available Slips" are the totality of slips currently occupied or available for use.

At your meeting you had also asked to include in our statistics the effect of the Parcel 111 slips that were due to come into service on April 1, 2003. We have not attempted to integrate new Parcel 111 slips into Effective Available Slips or Effective Vacancies, since pre-leasing of the Parcel 111 new slips has occurred and it is not yet possible to determine whether these represent new tenants to Marina del Rey or movement from other marinas, thereby causing varied vacancy at other locations. When the April statistics are reported, the full effect of the Parcel 111 slips in context with other marinas will be apparent since, due to environmental restrictions, no further in-water construction will take place until fall 2003.

Please note additionally that, due to reporting confusion regarding construction of slips on Parcels 111 and 112, owned and operated by the same lessee, our previous report erroneously indicated that 111 new slips were due to come on line at Parcel 111 April 1. The actual number of new slips available at Parcel 111 at April 1, 2003 was 68, with an additional 22 slips replaced on Parcel 112.

SCHCslipvacancymemo040203

The lessee of Parcels 111/112 has, due to the environmental restrictions earlier indicated, suspended in-water anchorage work as of April 1 until next fall when it plans to resume further phases of slip construction.

We will provide you with an update of this report each quarter. Please let me know if you need further information.

SW:rm
Attachment

Slip Vacancy Analysis February 2003

Parcel #	Parcel Name	Total # Slips	VACANCIES				Total # Vacancies	% Vacant
			18-25'	26-35'	36-50'	Over 50'		
7	Tahiti Marina	214	0	4	0	0	4	1.9%
8	The Bay Club Apts & Marina	231	0	5	2	0	7	3.0%
10	Neptune Marina	184	1	6	0	0	7	3.8%
12	Deauville Marina	430	135	232	48	15	430	100.0%
13	Villa del Mar Marina	186	0	0	0	0	0	0.0%
15	Bar Harbor Marina	215	1	0	0	0	1	0.5%
18	Dolphin Marina Ltd.	424	9	5	2	2	18	4.2%
20	Panay Way Marina	145	7	6	1	0	14	9.7%
21	Holiday Harbor Marina	183	9	2	0	0	11	6.0%
28	Mariners Bay	369	0	8	0	0	8	2.2%
30	Del Rey Yacht Club	287	3	3	0	0	6	2.1%
41	Catalina Yacht Anchorage	148	1	2	0	0	3	2.0%
42	Marina del Rey Hotel	349	4	3	0	0	7	2.0%
44	Pier 44	397	13	2	0	0	15	3.8%
47	Santa Monica Yacht Club Marina	173	1	1	0	0	2	1.2%
53	The boatyard.com	103	0	0	0	0	0	0.0%
54	Windward Yacht Center	53	0	0	0	0	0	0.0%
56	Fisherman's Village	9	0	0	0	0	0	0.0%
77	77 Del Rey	14	7	0	0	0	7	50.0%
111	Marina Harbor Apts. & Anchorage**	248	72	78	4	0	154	62.1%
112	Marina Harbor Apts. & Anchorage	315	11	1	0	0	12	3.8%
132	California Yacht Club	253	0	2	0	0	2	0.8%
1251	Marina City Club	316	1	3	0	0	4	1.3%
Total		5246	275	363	57	17	712	13.6%
Total Slips by Size Category		5246	1576	2414	1028	228		
Adjustments to Slip Availability and Vacancy due to Redevelopment *								
			18-25'	26-35'	36-50'	Over 50'	Total	Status
12	Deauville Marina		135	232	48	15	430	(Vacant)
77	77 Del Rey		7	0	0	0	7	(Demolished)
111	Marina Harbor Apts. & Anchorage**		72	74	0	0	146	(Demolished)
Total			214	306	48	15	583	
Effective Vacancies			61	57	9	2	129	
Effective Available Slips			1362	2108	980	213	4663	
Effective Marina Vacancy Rates @ 2/03			4.5%	2.7%	0.9%	0.9%	2.8%	
* Removes out of service and demolished slips awaiting replacement from counts to provide actual current vacancy and availability of slips.								
** As of April 1, 2003 Parcel 111 will open 68 new slips resulting in an increase of effective available slips.								
The following chart shows the breakdown of these new slips by size:								
			18-25'	26-35'	36-50'	Over 50'	Total	
New Parcel 111 Slips as of April 2003			20	2	18	28	68	

3-Apr



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

April 3, 2003

To: Small Craft Harbor Commission

From: Stan Wisniewski, Director *Stan Wisniewski*

Subject: **ITEM 5a - AMERICANS WITH DISABILITIES ACT (ADA)
COMPLIANCE FOR BOATING FACILITIES**

Item 5a on your agenda will consist of a brief verbal report by the Department regarding Americans with Disabilities Act (ADA) Compliance for Boating Facilities. Comprehensive information about ADA compliance in the marine environment was recently provided by the California Department of Boating & Waterways. Thorough analysis of this information is currently underway and will be presented in a report by the Department of Public Works at your May meeting.

SW:JJC:cec



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

April 3, 2003

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

SUBJECT: **ITEM 5b - CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

Item 5b on your agenda pertains to approval of a contract for water bus service in Marina del Rey by the Board of Supervisors. A copy of the Board letter that requests approval and explains the contract is attached.

The firm being recommended is Pacific Adventure Cruises, Inc. The basis of the recommendation is detailed in the letter.

I request your Commission's endorsement of my recommendation to the Board of Supervisors.

SW:hh
Attachment



**COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS**



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

April 3, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT FOR MARINA DEL REY WATER BUS SERVICE
(FOURTH DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Marina del Rey water bus service is categorically exempt under the California Environmental Quality Act pursuant to classes 4 (f) and (j) and 23 of the County's Environmental Document Reporting Procedures and Guidelines.
2. Approve award of and instruct the Chair to sign a contract with Pacific Adventure Cruises, Inc. (Pacific) for Marina del Rey water bus service from May 16, 2003 through September 1, 2003, at a County cost not to exceed \$207,900; and authorize the Director of Beaches and Harbors to increase the contract sum of \$207,900 by a sum not exceeding 20 percent during the term of the contract in the event the service area/hours increase.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract will enable the Department to provide water bus service in Marina del Rey on a pilot project basis, providing residents and visitors with water transportation between four points in the Marina. By providing direct access to the water, as well as itself being a water activity, the program will attract visitors and encourage leisurely weekend use of the Marina as a tourist destination, thereby increasing patronage of retail restaurants and other amenities and, therefore, revenue

to the County. In addition, it will provide an alternative form of transportation for residents in the Marina, as well as provide bicyclists with improved public safety in the Marina by allowing them to avoid a portion of busy Washington Boulevard and the crossing of several Marina roads, thereby serving as an alternate connection to the South Bay Bicycle Trail (coastal bike path).

Implementation of Strategic Plan Goals

The water bus service provided by the contractor will promote and further the Board-approved Strategic Plan Goals of Service Excellence, by meeting the Departmental objective to facilitate enhanced use of County facilities and providing a transportation alternative, and Fiscal Responsibility, by strengthening the County's fiscal capacity by increasing its revenue from Marina del Rey.

FISCAL IMPACT/FINANCING

The total compensation for the entire term of the water bus service is not to exceed \$207,900. The Department has been successful in securing a loan from the Quality and Productivity Commission's Productivity and Investment Fund (PIF) to fund the program. Repayment will be made by 2008. Revenue generated from additional visitors in the Marina will help to repay the loan. The Department has also applied for a grant from the Coastal Conservancy that, if approved, would fully fund the program at no cost to the County.

The attached contract amount covers service at four docking sites. The Department is presently negotiating with the Fire Department for use of the fourth site. We anticipate approval before the start date of the contract. In the event the fourth docking site is not approved, the contract includes a provision that would decrease the contract price by \$14,850, the contractor's bid price for a docking assistant that is required for each dock site.

In either event, to compensate the contractor in case the service area/hours covered by the contract are expanded after the start date of the contract, the Director may by written notice to the contractor increase the maximum compensation by up to 20 percent during the term of the contract. Should the service area/hours decrease, compensation will be reduced based on the quoted hourly rates.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract with Pacific is for water bus service for a term from May 16, 2003 through September 1, 2003 (Memorial Day through Labor Day weekends). The service will include four docking locations in the Marina at Fisherman's Village, Burton Chace Park, Marina Beach/Parcel 91 Dock and Fire Dock/Parcel 129. The service will be provided on Friday, from 5:00 p.m. to 10:00 p.m., Saturday and Sunday, from 10:00 a.m. to 10:00 p.m., and two Monday holidays, Memorial Day (May 26, 2003) and Labor Day (September 1, 2003), from 10:00 a.m. to 10:00 p.m. The hours will also be extended on Friday, July 4, 2003, from 10:00 a.m. to 10:00 p.m. The Department will use the experience from this pilot program to determine how best to provide long-term water bus service in the Marina.

The contractor will bill for the water bus service at fixed hourly rates up to a maximum of \$207,900. The contract will provide two water buses operating simultaneously, one in a clockwise and one in a counter-clockwise route, to provide service to each stop on approximately 20 - 30 minute intervals. The contractor is limited to charging a \$1 fee per passenger, per trip. The contractor is to provide two water bus operators, two water bus operator assistants, and four docking assistants. But for the potential 20 percent increase in compensation in the instance of increased service area/hours, the contractor will not be asked to perform services that will exceed the approved contract amount, scope of work and contract dates.

The contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contract is not subject to the County's Living Wage Ordinance since the services are of a technical nature and are being utilized on a temporary basis.

The contract has been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contract.

The Department is currently in discussions with the California Coastal Commission (Commission) requesting an exemption from the requirement for a Coastal Development Permit (CDP). The request is based on the fact that an exemption was granted for the program last year, and this year's program, aside from an additional

The Honorable Board of Supervisors
April 3, 2003
Page 4

boat, extended hours, and an extra stop, is basically identical. Should the Commission decline to issue an exemption, the Department will assist Pacific in obtaining a CDP from the Commission.

The Small Craft Harbor Commission is scheduled to consider the contract at its meeting of April 9, 2003, and we will advise your Board of the Commission's recommendation prior to your consideration of the contract.

ENVIRONMENTAL DOCUMENTATION

Because the water bus service will at most involve only minor alterations to existing mooring facilities, this pilot project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to classes 4 (f) and (j) and 23 of County's Environmental Document Reporting Procedures and Guidelines.

CONTRACTING PROCESS

The Department conducted a Request for Proposals (RFP) process in selecting its proposed contractor. This contract solicitation was advertised in the Argonaut, the Culver City Star, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Observer. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. The RFP was sent out by direct mail to a list of 28 water vessel operators (Attachment 2). In addition, an inquiry to the Office of Affirmative Action Compliance indicated one County-certified Community Business Enterprise (CBE) vendor for this service, who was also sent an RFP.

Three of the firms submitted proposals. All three proposals met the RFP's minimum requirements and were evaluated.

A four-person evaluation committee composed of one staff member from the Department's Community and Marketing Services Division, a member of the Los Angeles Sheriff's Department Harbor Patrol, a representative from the Chief Administrative Office and a Long Beach Transit Service Development Planner evaluated the three proposals based on a weighted evaluation of: (1) price, 45 percent; (2) approach to contract requirements, 20 percent; (3) experience and organizational resources, 20 percent; and (4) references, 15 percent.

The Honorable Board of Supervisors
April 3, 2003
Page 5

Of the three proposers, Pacific's proposal was rated the most responsible and responsive. In addition, Pacific's price was the lowest of the three proposals. Pacific performed a less extensive Marina del Rey water bus service last year under a grant from the Coastal Conservancy, funded through Environment Now, a non-profit agency, and did so in a satisfactory manner; therefore, Pacific is already familiar with water bus operations in Marina del Rey.

Attachment 3 details the minority and gender composition of the proposers. None is a CBE. However, on final analysis and consideration of award, Pacific was selected without regard to gender, race, creed or color.

The contract allows no cost of living adjustment (COLA) in the contractor's rate of compensation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department is not currently providing this water bus service, so this program will be an enhancement in services to the residents of and visitors to Marina del Rey.

CONCLUSION

Instruct the Executive Officer to send two executed copies of the contract to the Department of Beaches and Harbors.

Respectfully submitted,


Stan Wisniewski, Director

SW:hh

Attachments (3)

C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

Bid Detail Information

Bid Number : DBH-3

Bid Title : Marina del Rey Water Bus Service

Bid Type : Service

Department : Beaches and Harbors

Commodity : SHIP OR FERRY SERVICES - PASSENGER

Open Date : 1/29/2003

Closing Date : 3/3/2003 12:00 PM

Bid Amount : N/A

Bid Download : Available

Bid Description : The Department of Beaches and Harbors is seeking a qualified and experienced provider/operator of a water bus service to operate in Marina del Rey on weekends from May 16, 2003 through September 1, 2003 (Labor Day).

A MANDATORY Proposers' Conference will be held at 9:00 a.m. on Tuesday, February 18, 2003 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey.

The deadline for submittal of Proposals will be 12:00 Noon, March 3, 2003.

An RFP may be downloaded from this website or obtained by contacting Harold Harris at the phone number or email address below.

Contact Name : Harold Harris

Contact Phone# : (310) 577-5736

Contact Email : haroldh@dbh.co.la.ca.us

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VENDORS SENT WATER BUS RFP

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Blue and Gold Fleet
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Fantasea Yacht Charters
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Robert W. Cristoph
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300 Alton Road
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Angel Island Tiburon Ferry, Inc.
1956 Centro West
Tiburon, CA 94920

Catalina Classic Cruises, Inc.
2385 Shelter Island Drive
San Diego, CA 92106
(619) 222-4255

Catalina Explorer Company, Inc.
517 Calle de Soto
San Clemente, CA 92672
(949) 492-5308

Catalina Freight Line
Berth 184
Wilmington, CA 90744

Catalina Island Water Trans Co.
P.O. Box 92766
Long Beach, CA 90809
(310) 510-0409

Catalina Passenger Service, Inc.
400 Main Street
Balboa, CA 92661

Del Valle Park Company
2150 Main Street
Suite 5
Red Bluff, CA 96080
(916) 529-1512

Hornblower Yachts, Inc.
Pier 3 Ferryboat Santa Rosa
San Francisco, CA 94111
(415) 394-7999

Island Boat Service
P.O. Box 2375
Avalon, CA 90704

Red and White Ferries, Inc.
Pier 43 ½, The Embarcadero
San Francisco, CA 94111
(415) 447-0591

San Diego Harbor Ferry
P.O. Box 120751
San Diego, CA 92112
(619) 238-1000

So. Cal. Ship Services
971 South Seaside, Ave
Terminal Island, CA 90731
(310) 519-8411

Westar Marine Services
Pier 50, Shed C
San Francisco, CA 94107
(415) 495-3191

**WATER BUS SERVICE PROPOSERS
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT 3

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
Pacific Adventure Cruises	Black/African American							0		
	Hispanic/Latino							0		
	Asian or Pacific Islander							0		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	3	1					4	67	33
	TOTALS	3	1	0	0	0	0	4	67	33
Hornblower Cruises and Events	Black/African American			1	4	9	8	22		
	Hispanic/Latino			5	3	153	43	204		
	Asian or Pacific Islander			1	1	38	19	59		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	1		25	17	208	142	393	100	
	TOTALS	1	0	32	25	408	212	678	100	0
So Cal Ship Services	Black/African American					6		6		
	Hispanic/Latino			2	1	10		13		
	Asian or Pacific Islander					1		1		
	Amer. Indian/Alaska Native					1		1		
	Filipino American					2		2		
	White	1		1		18		20	100	
	TOTALS	1	0	3	1	38	0	43	100	0

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Pacific Adventure Cruises, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the Marina del Rey water bus services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform and Price Proposal) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-8, and P-9 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of May 16, 2003 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform and Price Proposal), and Form P-2 (Work Plan), Exhibit 1 (Performance Requirement Summary Chart), Exhibit 2 (Contract Discrepancy Report), Exhibit 3 (IRS Notice 1015) and Exhibit 4 (Safely Surrendered Baby Law), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and

any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following word shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief, Planning Division. The Chief of the Department's Planning Division.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator. The Chief, Planning Division or designee.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued January 29, 2003.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing services to the Contractor, at any tier, under written agreement.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of May 16, 2003 or the date of approval of the Contract by the Board of Supervisors and end on September 1, 2003 (Labor Day).

1.3.2 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during the Contract term for water bus services shall not exceed \$207,900. The County may at its discretion expend any portion, all or none of that amount.

1.4.2 Increase of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice, increase the \$207,900 sum referenced in Section 1.4.1 by up to 20 percent during the Contract term, subject to the availability of the funds in the Department's budget. The Contract Sum so increased shall not exceed \$249,480.

1.4.3 Decrease of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice, decrease the Contract Sum to accommodate a decrease in staffing and/or working hours in accordance with Section 1.4.4. The decreased Contract Sum will be calculated based on the hourly rates on Form P-1.

1.4.4 Change of Staff and Working Hours.

On reasonable written notice, the Director may require the Contractor to either increase or decrease the assigned number of staff and/or working hours. Notice of seven (7) days shall always be deemed reasonable.

1.4.5 Contractor's Invoice Procedures.

1.4.5.1 The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Invoices shall identify the Contract number, the dates, hours, and number of operators and assistants used to perform the service.

1.4.5.2 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Materials, Equipment, Labor and Expenses.

2.1.2.1 All materials, equipment and labor to be used in the work shall be furnished by the Contractor at the Contractor's expense.

2.1.2.2 All of Contractor's expenses on account of the work, including but not limited to travel, meals and lodging, shall be borne by the Contractor.

2.1.3 Contractor's Office. The Contractor shall maintain a local address in Southern California where its officers or owners may be contacted personally and by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours. The Contractor shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Contractor to Make Monthly Reports. During the Contract term, the Contractor shall report in writing to the CA, by the 15th of every month, covering the prior calendar month, providing a daily passenger count per hour, per location; a monthly fuel consumption report; and a list of any problems and their resolution during the prior month's services.

2.1.6 Contractor to Maintain Files. The Contractor shall maintain copies of files and documents prepared for the Department, including supporting and backup data, and shall deliver copies of the files and documents to the Department upon the CA's request.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR).

2.2.1.1 The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.1.2 The CR shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work

2.2.1.3 The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

2.2.2 General Personnel Requirements.

2.2.2.1 The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

2.2.2.2 Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft, or felony conviction.

2.2.2.3 Personnel employed by the Contractor and assigned to perform Contract work shall be at their assigned worksite(s) during the hours of operation of the water bus service. In the event of an employee's illness or other emergency necessitating their absence, the Contractor shall provide replacement personnel.

2.2.2.4 All personnel assigned by the Contractor to perform Contract work shall at all

times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to conduct a background investigation of the Contractor's staff and to bar any of the Contractor's staff from performing on this Contract.

2.2.2.5 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Department shall appoint a Contract Administrator (CA), which shall be the Chief, Planning Division or designee.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SCOPE OF WORK AND OBJECTIVES

2.3.1 Vessels and Staff. The Contractor will provide two vessels, two crew for each vessel and an employee at each docking site to handle ticketing and assist in boarding and unloading passengers.

Vessels must meet the following criteria: 1) capacity of 49 passengers; 2) be able to accommodate bicycles and strollers; 3) be able to load and unload passengers; 4) be ADA accessible.

Preference will be given to vessels that utilize alternative (non-diesel) fuel as the primary means of propulsion.

Contractor shall be responsible for all vessel maintenance and upkeep.

2.3.2 Schedule. Contractor shall maintain a regular weekly schedule, Friday evenings, 5:00

p.m. to 10:00 p.m., Saturdays, 10:00 a.m. to 10:00 p.m. and Sundays and the Monday holidays of Memorial Day and Labor Day, 10:00 a.m. to 10:00 p.m. In addition the hours on Friday, July 4, will be extended to 10:00 a.m. to 10:00 p.m.

The required schedule is to have two boats operating simultaneously in clockwise and counter-clockwise directions, making a full round trip, stopping at all docking area on at least an hourly basis, subject to adjustment by the CA.

The Contractor shall be responsible to operate the water bus service, making all scheduled stops on-time according to the schedule set up by the Department.

2.3.3 Licenses. Operator shall possess a valid Vessel Common Carrier (VCC) license issued by the California Public Utilities Commission (CPUC) adequate to perform the services herein described and any other licenses required for a water bus/ferry operation in Marina del Rey.

2.3.4 Rules and Procedures. The Contractor shall post facility rules and procedures, subject to Departmental approval, to ensure that the water bus operation, i.e., boarding, waiting, and disembarking, are conducted in a safe and efficient manner

The Contractor shall operate the water bus service according to the posted rules and procedures.

2.3.5 Permits. If a Coastal Development Permit is required, the Department will assist the Contractor in obtaining one from the California Coastal Commission. In the event no Coastal Development Permit can be obtained, the County may terminate this Contract in accordance with Section 3.18.

2.3.6 Tickets. Operator will develop a ticket system designed to monitor public use subject to Departmental approval.

2.3.7 Fare. The Contractor may charge a fare of up to \$1 per passenger and shall retain all monies collected. The Operator shall keep detailed records of the monies collected, along with the daily passenger count, per hour, per location, as required in Section 2.1.5, and

forward those records to the County on a monthly basis.

2.3.8 Publicity. The Department, the Marina Convention and Visitors Bureau and the Contractor will collaborate on development and implementation of an aggressive campaign to advertise and promote the water bus service. Media and community outreach will include press releases, WEB links, fliers, and appropriate signage. The Contractor will not be responsible for any portion of the cost of this advertising.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on a monthly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 County's Quality Assurance Plan

2.4.4.1 The methods and standards by which Contractor's performance shall be evaluated

include, but are not limited to, those described in the Performance Requirement Summary Chart (Exhibit 1).

2.4.4.2 Contractor's compliance with the performance standards identified in Exhibit 1 shall be evaluated monthly as provided in Section 2.4.2.

2.4.4.3 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

2.4.4.4 Failure to perform the Contract in accordance with the performance standards is considered unacceptable and an event of default under the Contract. The CA may issue a Discrepancy Report (DR) to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

2.4.4.5 The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what caused the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner and amount described in Exhibit 1, or proceed with Contract termination as provided in Section 3.16.

2.4.5 Liquidated Damages

2.4.5.1 In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 1, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 1 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnity against third-party claims.

2.4.5.2 The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are realized. The expectation of the County is getting the Contract work performed in accordance with the terms and conditions of the Contract at the Proposal price, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and condition of the Contract at the Proposal price;
- The parties are not under any compulsion to Contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- The County will incur the cost of obtaining substitute performance or terminating the Contract, in the event of the Contractor's failure to perform the Contract work; and
- The liquidated sums specified in Exhibit 1 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.

The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract;
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either: Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA, submitted by Subcontractors, evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.
The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate:
\$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Protection and Indemnity Liability (P&I) Insurance covering third-party liability for property damage incurred by marine vessels as well as liability under general maritime law for bodily injury with limits of not less than \$50 million or as approved by County.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION.

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and

state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount shall be the applicable hourly rate for the applicable time period, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or

required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the

Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition used in selecting the proposed Subcontractor;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing

the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum

qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the

enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County District Attorney will supply Contractor with the poster to be used.

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.32.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.32.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.32.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 3).

3.34 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to maximum extent possible on all applicable work performed under this Contract.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM.

3.35.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's

definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.35.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.36 SAFELY SURRENDERED BABY LAW.

The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 4 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT.

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

Pacific Adventure Cruises, Inc., a
California Corporation

By *Aaron Kofahl*
president

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By *Lloyd W. Pellman*
Deputy

REQUEST FOR PROPOSALS FOR MARINA WATER BUS SERVICE OFFER TO PERFORM AND PRICE PROPOSAL

Proposer:

Name: PACIFIC ADVENTURE CRUISES, INC.Address: 520 WASHINGTON BL #F11MARINA DEL REY, CA 90292Phone: 310 571 9111 Fax: 310 571 9119

To:

Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide water bus services in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a term commencing on May 16, 2003 and ending on September 1, 2003.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on Page 2 of this form, subject to limitations provided in the Contract.

The proposal is subject to the following additional conditions:

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture
☐ limited liability company ☐ other:

State of organization: CALIFORNIA Principal place of business: MARINA DEL REY

Authorized agent for service of process in California:

STEVE KOFAHL 23444 GILMORE ST. WEST HILLS CA 91307
Name Address Phone
818 347 3288

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

KEN LAWRENCE, PORT CAPTAIN 310 571 9111
Name Title Phone

Dated: 28 FEB 03 Proposer's signature: Steve Kofahl

STEVE KOFAHL PRESIDENT 818 347 3288
Name Title Phone

Amendment 1 to RFP for Marina del Rey Water Bus Service

FORM P-1 (page 2 of 2)

REVISED 2/18/03

The Marina Water Bus Service will require two vessels with two operators per vessel and one employee at each of three docking locations to assist in ticketing and boarding and unloading passengers. The proposed hours of service will be every Friday from 5:00 p.m. to 10:00 p.m., and every Saturday and Sunday from 10:00 a.m. to 10:00 p.m. between May 16, 2003 and September 1, 2003. In addition, the County will require the service on two Monday holidays, Memorial Day, May 26, 2003, from 10:00 a.m. to 10:00 p.m. and Labor Day, September 1, 2003 from 10:00 a.m. to 10:00 p.m.

<u>Day</u>	<u>Hours per Day</u>		<u>Weeks</u>		<u>Staff</u>	<u>Total Hours</u>
Friday	5	x	16	x	7	560
Saturday	12	x	16	x	7	1344
Sunday	12	x	16	x	7	1344
Monday	12	x	2	x	7	168
Total						3416

Proposed Rate

<u>Compensation*</u>	<u>Operating Hours</u>	<u>Proposed Hourly Rate</u>	<u>Full-Term</u>
Water Bus Operator **	1952	\$ 75 -	\$ 146,400 -
Docking Assistants:	1464	\$ 30 -	\$ 43,920 -
Total:	3416		\$ 190,320 -

The total full-term compensation will be based on the hourly rates quoted for staff only. The cost of providing all other contractual services and support staff, as well as overhead, risk items or any other expenses to provide this service should be reflected in the quoted hourly rates for the seven positions.

* The price quotation is used for rating purposes only. Because the County may require increases or decreases in water bus service during the term of the Contract, the actual full-term compensation is likely to vary from the price quotation. Any additional hours of operation or the addition of a fourth dock, which would require another docking assistant, will be compensated at the quoted hourly rates. Any decreases in the hours of operation will result in a corresponding decrease in compensation based on the quoted hourly rates.

** The water bus operator hourly rate is a blended rate for the Captain and his assistant.

WORK PLAN

Provide a complete description of the approach your company will take in respect to the County's needs for this water bus service Contract as identified in the RFP.

1. SUPERVISION. Show the job titles, names and experience of key employees responsible for planning, supervising and inspecting the Contract work. (Attach resumes if available.)

Position	Name	Experience
Contractor's Representative:	KEN LAURENCE CAPTAIN	- SEE ATTACHED RESUME -
Supervisors:	JOHN NICKERS CAPTAIN	
	JEFF GUNN CAPTAIN	
Others:		

2. VEHICLES, SUPPLIES AND MATERIALS. List the vessels, supplies and materials that you will use to perform the Contract work:

PRIMARY VESSELS "MISS CHRISTI" 58 PASSENGER
"SHORELINER" 140 PASSENGER

SUPPLIES & MATERIALS.

PORTABLE PORTABLE SLYE TABLE W/ SHADE @ EACH DOCK
UNIFORM SHIRT & CAPS FOR ALL EMPLOYEES.

3. OPERATIONAL PLAN. Describe or attach your plan for scheduling water bus operators and assistants, transporting them to the job sites, keeping them supplied, and supervising them to ensure quality customer service. In addition, describe your plan for scheduling the service within the desired parameters outlined in Section 2.3.2 of the sample Contract, i.e., how long between stops, how long at each stop, etc.

Kenny Lawrence

Objective	100 Ton USCG Licensed Master		
Experience	1996-Present	Crown Pacific Cruises	Marina del Rey, CA
	President		
	<ul style="list-style-type: none">▪ Incorporate start up yacht charter company▪ Direct all aspects of financial management and sales▪ Compose company policy and operation manual		
	1998-Present	Shoreline Leasing	Marina del Rey, CA
	Port Captain/ Principal Partner		
	<ul style="list-style-type: none">▪ Purchase of 140 passenger ferry for coastwise operations▪ Manage all financial aspects of yacht management▪ Supervise all sub-contracted labor and crew▪ Coordinate US Coast Guard vessel C.O.I. inspections▪ Yacht delivery service, West Coast USA & Mexico		
	1996-1998	Celebration Yacht Charters	Marina del Rey, CA
	Senior Captain		
	<ul style="list-style-type: none">▪ Supervise vessel operations, training, vessel inspections▪ Deliver vessels to distant ports for charter schedule		
	1982-1996	L.A. County Sheriff Dept.	Los Angeles, CA
	Senior Deputy (Retired)		
	<ul style="list-style-type: none">▪ K9 handler Special Enforcement Bureau▪ Rescue boat operator & Field training officer▪ Emergency Medical Technician		
Education	1978-1982	Brigham Young University	Provo, UT
	<ul style="list-style-type: none">▪ B.S. Health Education		
	1998	Maritime Institute	San Diego, CA
	<ul style="list-style-type: none">• Master Near Coastal 100 Tons		
Personal	Non-smoker & drug free, lifetime water sports enthusiast, competitive water skier, PADI certified SCUBA diver, Previous EMT, Lifeguard & First Aid, CPR instructor		

THOMAS J. GUNN
8447 Hatillo Avenue
Canoga Park, CA 91306
Home: 818-993-9025
Fax: 818-993-9547
E-mail: oceanusmarine@msn.com

Objective: Seeking a challenging teaching opportunity which utilizes my knowledge and experience gained from 31 years of service in the United States Coast Guard.

Summary:

- Thirty-one years service in the United States Coast Guard, including nine years shipboard duty and twelve years rescue station duty
- Training Officer for a large Coast Guard command, including the training and evaluation of four ships and three rescue station crews
- Instructor/Facilitator for the Coast Guard Risk Management Course (TCT) for all units in Southern California
- Operations/Training Officer, 11th Coast Guard District Office of Boating Safety/Auxiliary for 5 years
- Developed the training and qualification program for the implementation of personal watercraft as a Coast Guard patrol resource, which has been approved by Commandant and promulgated as policy service-wide

Skills and Abilities:

- Coxswain qualified to operate all Coast Guard small boats
- Certified underway Deck Watch Officer on Coast Guard ships
- Coast Guard Masters License, 100 tons with commercial towing endorsement
- Communication skills developed through media interaction, public speaking, radio talk shows and television news spots
- Administrative and personnel management experience gained while in command of a Coast Guard Unit
- Strong background in Search and Rescue, Aids to Navigation, and Law Enforcement and Boating Safety
- Former Emergency Medical Technician, currently hold Life Saver Certificate

Professional Experience:

- 1971-2002 United States Coast Guard: Entered as a Seaman Recruit and retired as Chief Warrant Officer (Boatswain). Served nine years aboard ship as Deck Department Supervisor and Deck Watch Officer, twelve years at coastal rescue stations, operating boats for search and rescue and law enforcement
- 1996-present K38 Rescue Training: Instructor, personal watercraft rescue techniques
- 2002-present Marine Rescue Consultants: Instructor, small boat operations, rescue and safety
- 2002-present El Camino College: USCG certified instructor, STCW-95: safety and survival at sea
- 2002-present Crown Pacific Cruises: Captain

Education:

- AA Burlington County Community College, Pemberton, NJ (1979)
- Diploma Burlington City High School, Burlington, NJ (1971)

Training:

- 2002 El Camino College, STCW 95 Basic Safety Course
- 2001 Marine Rescue Consultants Fast Rescue Boat Course (STCW95)
- 1997 Indiana River Rescue School
- 1996 USCG Team Coordination Training Facilitator Course
- 1990 National Search and Rescue School
- 1987 National Motor Lifeboat School, Heavy weather Coxswain Course
- 1987 Emergency Medical Technician School
- 1985 United States Navy Shipboard Firefighting and Damage Control Schools
- 1982 United States Coast Guard Coxswain School

Affiliations:

- President, California Boating Safety Officers Association
- Member, United States Coast Guard Auxiliary with Master Instructor Certification
- Member, National Safe Boating Council, certified Boating Safety Instructor
- Member, United States Coast Guard Chief Petty Officers Association
- Charter member, Colorado River Boating Safety Task Force
- President, Oceanus Marine Consulting Inc.

11326 Kingsland Street
Los Angeles, CA 90066
USA
email:
nickelsjohn@hotmail.com
Home (310)420-2853

John Ferdinand Nickels

Licenses and credentials

USCG 500 ton Master #1004642 upon oceans with sailing, towing and radar observer(unlimited) endorsements

STCW 95 (standards of training and certification of watchkeepers)

Marine radio operator permit #MP-GB-049115

Amateur radio license: Technician #KD6YPA

ASE certified mechanic

PADI Open water diver #9103042321

PADI Medic First Aid/CPR #9709248700

Maritime experience

Currently working for: Homblower dining cruises, Marina Del Rey. Vessels from 57' to 145'. Doug Cooper port captain (562)659-4182

Crown Pacific Cruises, MDR. Three vessels 47' to 65'. Ken Lawrence port captain (310)850-4386

Captain/Engineer of "Gitana" a 90' Don Brooks Ketch motorsailer. Antigua-Bermuda- Azores- Portugal- Gibraltar. Owners Kathy and Michael Taylor.
Private Yacht May 2001- September 2001

Captain/Engineer of "Money Pit" a 61' Cheoy Lee Motor Yacht from Venezuela to Trinidad. Owners Henry & Charmaine Waldschmidt. In Trinidad (868)634-4384x648
Private Yacht August 2000-May 2001

Captain/Engineer on "Slow Dance" a 90' Don Brooks Ketch motorsailer from Los Angeles, CA - Panama canal- Venezuela - Trinidad - Baltimore. Owner: Sandra Nathan (888)595-0554 email: sdance2244@aol.com
Private Yacht March 1999 - July 2000

Port Captain at Celebration Charters, Two vessels: "Celebration" 302 passenger Triple screw Gulfcraft and "El Presidente" a 49 passenger 57' Chriscraft. Responsible for scheduling crew, maintaining vessels and working with the Coast Guard to keep certificates current. Dinner cruises, weddings and ferry service to Catalina island. Owner: Phil Boucher (310)418-9342 email: PHILBOU3@aol.com
Charter Boat June 1997 - March 1999

Captain of "Miss Christi" a 60 passenger, 57'crewboat running cargo and passengers from Marina Del Rey, CA to Catalina Island. Manager: Ken Lawrence (310)850-4386 Charter Boat May 1997 - March 1999

First Mate/engineer of "Free Wind" a 89' Custom Ketch. Sailed from Australia - New Caledonia - New Zealand - Tonga -Fiji. Owner:Paula McKnight Private Yacht February 1995 - February 1997

First Mate on "Madrina" a 16 meter custom ketch for a delivery from Auckland, New Zealand to Suva, Fiji. Owner: Donald Dickinson 4 Taylors Rd, Morningside Auckland, New Zealand 815-3440 Private Yacht June 1996

First Mate/Engineer on "Big Flo II" a 70' Sea Ranger. Traveling from Los Angeles to Cabo San Lucas, Mexico and back. Owner: Florence Henderson Private Yacht December 1990 - June 1991

Deck Hand/Steward on "Cormorant" a 85' dinner cruise boat. Owner: Steven Kofahl (818)347-3288 Charter Boat June 1983 - September 1983

**Related
experience**

Assistant Manager for a Boat US retail store in Marina Del Rey, CA.Manager: Terry Bruning 5780 Mesmer Ave. MDR 90066 (310) 391-1180 July 1992 - January 1994

Mechanic at Toyota of Marina Del Rey, CA. All repairs from rebuilding engines to diagnosing electrical problems. General Manager: Jim West Lincoln Blvd. MDR CA 90292 May 1986 - August 1987

**Volunteer
experience**

Adult leader for a Boy Scout Sea Explorer Unit. Trained youths in seamanship and repairs on a 1948 53' Huckins motor yacht. Leader: Paul Renner (310)781-3798 1986 - 1999

Volunteered time to help deliver the 112' Brig "Lady Washington"from Los Angeles to San Diego. Replica of an 1800's sailing vessel. Acting as second captain. December 1998 - January 1999

Education

Studied Automotive Technology at Santa Monica College, Ca. September 1983 - 1987

WORK PLAN

Provide a complete description of the approach your company will take in respect to the county's needs for the water bus service Contract as Identified in the RFP.

1. **SUPERVISION.** Show the job titles, names and experience of key employees responsible for planning, supervising and inspecting the Contract Work. (Resumes Attached)

Position	Name	Experience
Contractor's Representative	Ken Lawrence	See Resume
Supervisors:	John Nickels	See Resume
	Jeff Gunn	See Resume

2. **VEHICLES, SUPPLIES AND MATERIALS.** List the vessels, supplies and materials that you will use to perform the contract work.

The Primary vessel that will be use is the "Miss Christi". "The Miss Christi" is a 58-passenger crew boat. This is the boat that was used during the Marina Coastlink Ferry service last season. The boat can easily accommodate bikes, strollers and persons confined to wheelchairs. The seating is both on-deck and inside the cabin. The second vessel will be newly purchased or leased specifically for this project. Every effort to obtain an alternative fuel vessel will be made. We are currently speaking with a water taxi builder that utilizes electric propulsion. We also intend to use the 140 passenger "Shoreliner" as a back-up or relief vessel in the event one of the primary vessels is down for repair or there is an unusual need for high passenger capacity above that of the smaller vessels. The "Shoreliner" was also used in the Marina Coastlink project last year.

All personnel will be provided with a uniform shirt and cap. There will also be podium style portable stands at each dock location. Communication between vessels, dock attendants and harbor operations will be on VHF marine radio.

3. **OPERATIONAL PLAN.** Describe or attach your plan for scheduling water bus operators and assistants, transporting them to the job sites, keeping them supplied, and supervising them to ensure quality customer service. In addition, describe your plan for scheduling the service with the desired parameters outlined in section 2.3.2 of the sample contract, i.e., how long between stops, how long each stop, etc.

On June 12, 1996 Pacific Adventure Cruises was granted a Certificate of Public Convenience and Necessity as a vessel common carrier transporting persons and baggage between Marina del Rey and points on Catalina Island by the Public Utilities Commission. We have been operational within the standards established by the PUC with an impeccable safety record. We currently have requested an amendment to our existing PUC permit to operate a water taxi service in Marina del Rey. During the summer months of 2002 we were selected to provide water taxi service for the Marina Coastlink Project. Our operational plan will follow a similar approach as the Coastlink.

Reporting times for Boat Crew and Dockside personnel will begin one half hour prior to Scheduled times of departure. This operation will be based out of our homeport facility in Fisherman's Village located at 13717 Fiji Way, MDR. Equipment and staff will be transported to each location by boat. Shifts will be 5 hours in length. Therefore, on Saturday and Sunday there will be a morning and an afternoon shift. Breaks can be conducted when the vessel is dockside and a deckhand can relieve the dockside attendant. Boat crew can relieve each other under way. Vessels will have restroom facilities water and other supplies as needed for staff.

Sample schedule.

Boat one

10:00	Depart Fisherman's Village
10:15	Depart Chase Park
10:25	Depart Fire Station
10:40	Depart Mother's Beach

Boat two

10:00	Depart Mother's Beach
10:15	Depart Fire Station
10:25	Depart Chase Park
10:40	Depart Fisherman's Village

Line supervision of dock personnel will be conducted by a senior boat captain and by the Port Captain. Tickets will be serialized and monies collected will be the responsibility of the senior Captain upon the conclusion of each shift. Logs will be maintained at each boarding location indicating the number of tickets sold and during what time periods.

WORK PLAN (continued)

- 4. METHODS.** Describe or attach a description of the methods your employees will use to provide Contract Services. What methods will you use for ticket control, including sales, counting, money handling and ensuring customers ride no more than three stops for each ticket purchased. Also include any plan to expand customer service, i.e. creature comforts such as cushioned seats, etc.

Ticket will be sold by dock attendants and collected upon boarding by the deck hand. Each docking location will have a designated color ticket. Rules of the operation will be printed, with approval of the County, and posted at each dock location and on each boat. Part of the rules will inform the passenger that it will be required to disembark from the vessel at the third stop or prior. Once again, passengers holding certain color tickets will be required to exit at each location. Deck hand will check ticket stubs at each stop, disembarking those passengers at their third stop prior to boarding new passengers. Supervision of the entire process will be by the captain of each vessel.

Ticket control and monies will be closed out at the end of each shift. Captains will collect monies and unsold tickets, recap the sales and passenger count and sign a recap sheet. These recap sheets shall be available during office hours for review at any time during this contract period.

Emergencies and passenger disputes will be handled by the vessel captain. Contact with emergency personnel shall be via VHF Marine radio on Ch 16. Situations requiring the assistance of Sheriff's Dept, Fire Dept, or Lifeguard shall be documented in writing and available within 24 hours of the incident by the senior captain on duty.

- 5. EMERGENCIES AND OVERTIME.** How will you communicate with employees and schedule to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your normal response time for emergency calls be?

Emergency changes in scheduling will be addressed immediately. There will be supervisors for each day of operation that could immediately cover any position. Should an emergency vacancy develop, the supervisor will cover the position until relief personnel arrive. Employee rosters will be available at the office for call in situations.

QUALITY CONTROL PLAN

Provide a detailed description how you will ensure your employees provide the Contract service in accordance with the Performance Requirement Summary and other Contract provisions. Attach or describe your Quality Control Plan, explaining the following:

- a. Who will inspect the water bus operation and how often will it be inspected?**

Vessels will be inspected daily by the boat crew noting any deficiencies in the ships log. The US Coast Guard inspects each vessel annually and each vessel is subject to boarding and inspection at any time during its operation.

- b. What steps will you take to correct deficiencies reported by the department or discovered by your inspector?**

Deficiencies will be corrected immediately or within the standards established by the Coast Guard.

- c. If the department complains that work has not been adequately performed and requests immediate correction, how soon will you company respond?**

Action to correct deficiencies begins immediately upon notification or discovery.

- d. How will you cover unexpected water bus operator and supervisor absences?**

The company owner and Port Captain are capable of covering any emergency leave situations. Both are Licensed Captains and could cover any position in this contract. Relief personnel would be summoned to work from the work roster and cover any vacancies. Most of our staff live local to the area and response times relatively short. Generally speaking the company owner and Port Captain will over see the operation, and not be scheduled to operate vessels.

PROPOSER'S BUSINESS AND FINANCIAL SUMMARY

List the governmental agencies and private institutions for which your firm has provided water bus services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number
8/24/62	9/4/62	SANTA MONICA BAY KEEPER	P.O. BOX 10070 MARINA DEL REY 90265	STEVE FLEISCHLI	310 305 9645
3/1/65	PRESENT	NATURALIST AT LARGES	P.O. BOX 3517 VENTURA 93006	MARY BETH TERRANT	805 642 2672
8/1/60	PRESENT	CAMP DEL CORAZON	16015 HESBY ST N. HOLLYWOOD 91601	LISA KNIGHT	818 754 0312
3/1/91	PRESENT	BOY SCOUTS OF AMERICA	16525 SHERMAN WAY #2-8 VAN NUYS 91406	JOE MACKENZIE	818 785 8100 x119
9/24/78	PRESENT	SIERRA CLUB	16014 LANCEWOOD HACIENDA HEIGHTS 91436	STEVE FELD	626 968 2264
5/1/65	PRESENT	ALTA COSTA DIVERS	57 CALIFORNIA ORLANDO, CA 94563	JAMES ROCKAFELLER	510 287 1412
10/2/61	10/4/61	UCLA	BOX 95100 LOS ANGELES 90015	FELIX HAMNER	310 206 8247

2. How many full-time workers does your firm employ?

1

3. Attach an organizational chart or describe the organization of your firm:

FULL TIME BOAT CAPTAIN UTILIZING A COMPLEMENT OF PART-TIME
PER DIEM EMPLOYEES.

4. Credit references. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
MARINA FUELS	1 BODA BODA WAY. MDR	FUEL SUPPLIER	PAULY CDELEE	(301) 823-2444
CAL FED	22000 VENTURA BL WOODLAND HILLS CA 91367	BANK	ROD BARNES	(800) 843-2265
SHORELINE LEASING	13717 FUJINA MDR	VESSEL LEASING	KEN LAWRENCE	(301) 571-9171

5. EVIDENCE OF INSURABILITY. ATTACH A POLICY OF COMMERCE, MARINE OR COMMERCIAL GENERAL insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

6. ADDITIONAL INFORMATION (Attach additional pages if necessary):

SEE ATTACHMENT

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer PACIFIC ADVENTURE CRUISES, INC., the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award.

☐ Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

☒ Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

STEVEN KOFAHL
Name

Law Korn
Signature

PRESIDENT
Title

28 FEB 03
Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:FIRM NAME: PACIFIC ADVENTURE CRUISES, INC.

☐ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ I AM ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

- I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 4

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	3	1				

- III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	60 %
Women	%	%	%	%	%	33 %

- IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS**

ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

- V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
STEVEN KOFAHL		PRESIDENT	28 FEB 02

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) STEVEN KOFAL hereby submit this certification to the (County department) BEACHES & HARBORS, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), MARINA WATER BUS - PACIFIC ADVENTURE CRUISE, an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 520 WASHINGTON BL #711, MARINA DEL REY CA 90292 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 28th day of FEBRUARY, 2003 (Month and Year)

at: MARINA DEL REY CA 818-347-3288
(City/State) (Telephone No.)

by: Steven A. Kofal, PRESIDENT
(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: <u>PACIFIC ADVENTURE CRUISES, INC.</u>		
Company Address: <u>520 WASHINGTON BL #191</u>		
City: <u>MAZINA DEL REY, CA</u>	State: <u>CA</u>	Zip Code: <u>90292</u>
Telephone Number: <u>310 577 9111</u>		
Solicitation For (Type of Services): <u>WATER BUS - MAZINA DEL REY</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>STEVEN A. KOFAL</u>	Title: <u>PRESIDENT</u>
Signature: <u>Steven A. Kofahl</u>	Date: <u>FEBRUARY 28, 2003</u>

EXHIBIT 1 -- PERFORMANCE REQUIREMENT SUMMARY CHART

Key to Performance Requirement Summary Chart:

Column 1: Contract section reference;
 Column 2: Contract service for which performance standard is provided;
 Column 3: Description of the performance required to satisfy the Contract;
 Column 4: How the Contractor's performance may be monitored by the CA;
 Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
 Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.1.3	Office	Contractor maintains local office with listed phone.	Observation	Any failure to maintain office or telephone service	\$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified in Contract.	Observation	Failure to return an urgent call as soon as reasonably possible or a non-urgent call by the next County business day	\$50
2.1.5	Monthly report	Contractor makes monthly written report of the usage of the water bus service.	Review of records	Failure to report.	\$100
2.2.1	Provides Representative	Contractor's Representative available on reasonable notice each business day.	Observation, reports and complaints	Failure to assign or make available CR	\$100
2.2.2.2	Contractor's Employees	Contract personnel shall have no serious misdemeanor, theft or felony conviction.	Review of records	Unreasonable failure to discover or disclose criminal record	\$500
2.2.2.3	Contractor Employees	Contract personnel shall be at their assigned work site during the hours of operation or Contractor must provide replacement personnel.	Observation and review of records	Employee absences without the provision of replacement personnel	\$500 per occurrence
2.3.1	Staffing	Contractor shall provide two crew for each vessel and an employee at each docking site.	Observation	Any failure to provide two operators per boat and one assistant during all hours of operation	\$500 per occurrence.
2.3.1	Maintenance	Operator shall be responsible for all vessel maintenance and upkeep.	Observation	Vessel breakdown resulting in downtime and loss of service to public	\$500 per occurrence

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.3.2	Schedule	Operator shall maintain a regular weekly schedule, making all scheduled stops on-time as specified in the Contract.	Observation	Failure to maintain the schedule	\$100
2.3.3	Contractor Licenses	Contractor must possess an active Vessel Common Carrier license issued by the California Public Utilities Commission (CPUC) and any other licenses required for ferry boat operation.	Review of licenses	Any lapse in licenses	\$500
2.3.4	Rules and procedures	Operator shall post facility rules and procedures to ensure that operation is conducted in a safe and efficient manner. Contractor shall operate according to posted rules and procedures.	Observation	Failure to post rules and procedures and failure to operate in accordance with posted rules and procedures causing accidents and/or injuries	\$500
2.3.5	Permits	Operator must obtain Right of Entry Permits to County parcels.	Review of Permits	Failure to obtain permits	\$500
2.3.6	Tickets	Operator will develop a ticket system.	Review of records	Failure to develop ticket system	\$100
2.3.7	Fare	Contractor shall collect fare and keep and deliver accurate records to County.	Review Monthly Report	Failure to keep accurate records and deliver accurate report to County	\$100 per occurrence
2.4	Quality Assurance	The Contractor will observe, at a minimum, the standards set forth in Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.	Complaints; review of records	Failure to maintain standards set forth in Section 2.4 and Form P-2, Work Plan	\$100
2.4.4	Quality Control Plan	Contractor follows provisions of Contractor's Quality Control Plan	Complaints; review of records	Any departure from quality control plan requirements	\$100
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	\$100

CONTRACT DISCREPANCY REPORT

Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____ Contractor: _____

Employee's Name: _____

Date of Unacceptable Performance: _____

Time of Discrepancy: _____

Description of Unacceptable Performance: _____

Signed: _____

County Contract Administrator/Monitor

2. CONTRACTOR RESPONSE (To Be Completed BY Contractor's Representative)

Date Received from County: _____

Explanation of Unacceptable Performance: _____

Signed: _____ Date: _____

Contractor's Representative

IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

TDS 400 (5/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.

If you or someone you know is considering giving up a child, learn about your options.

Los Angeles County
Safely
Surrendered
Baby
Hotline



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- **Guaranteed Confidentiality**
- **7 Days a Week**
- **24 Hours a Day**
- **English and Spanish and 140 Other Languages Spoken**



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



April 3, 2003

STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

Stan Wisniewski

SUBJECT: **AGENDA ITEM 5C - REQUEST FOR PROPOSALS FOR
DEVELOPMENT OF HOTEL AND/OR OTHER USES ON
PARCELS GR, IR AND NR IN MARINA DEL REY**

Item 5c on your agenda relates to a Request for Proposals (RFP) for development of hotels and other uses on three parcels (GR, IR and NR) surrounding Marina Beach. The solicitation document contains a preamble that explains the objectives of the solicitation as follows:

"Special Note:

The overriding objective of this RFP is to initiate development that will establish Marina del Rey as a prime destination resort area with modern and attractive hotels reflecting the full range of hotel types now in the market. While the emphasis of this effort is clearly on new hotels, the County also recognizes the need to expand associated retail and dining facilities to create a fully balanced resort destination. Recognizing the importance of Marina Beach as a recreational asset to the general population, the County will not consider any proposals that will reduce the convenience and accessibility of the beach in the interests of resort development. Among other requirements, the County will require that, as a condition for developing any parcel currently used as a parking lot, any accepted proposal must replace all current public parking prior to closing any existing parking lot. The County will also require development of an attractive beachfront promenade to accommodate a wide range of leisure activities and preservation of primary views of the beach from the Admiralty Way/Via Marina intersection. The creation of an active and viable community is also enlivened by a rich mix of populated attractions and uses. To this end, and in recognition of the general desirability of mixed used development, the County will consider residential development on the upper levels of a project for Parcel NR provided the street level uses are visitor serving."

The attached RFP and draft Board letter provide details of the proposed solicitation. I request your concurrence with my recommendation to the Board of Supervisors.

SW:rm
Attachment

April 2, 2003

DRAFT

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE THE RELEASE OF REQUEST FOR PROPOSALS FOR DEVELOPMENT
OF HOTEL AND/OR OTHER USES ON PARCELS GR, IR AND NR IN MARINA DEL
REY
(4th DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the release of the attached Request for Proposals for Development of Hotel and/or Other Uses on Parcels GR, IR and NR.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed Request for Proposals (RFP) is intended to seek competitive proposals for development and operation of hotel and other uses on Parcels GR, IR and NR. The solicitation described in the RFP is primarily intended to encourage the realization of hotel and other visitor-serving projects in the resort-themed second "catalytic project" area surrounding Marina Beach described in the Marina del Rey Asset Management Strategy (AMS) adopted by your Board on April 15, 1997. Additionally, the County will consider other uses on Parcel NR that may also include residential elements on the upper levels of

The Honorable Board of Supervisors
April 2, 2003
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projects in combination with ground level visitor-serving uses, resulting in a mixed-use retail/residential project on Parcel NR. It is also anticipated that those who respond may also incorporate one or more currently leased Marina parcels in conjunction with the RFP parcels offered as part of a proposed project.

In furtherance of the goals of the second-generation development contemplated in AMS, the Department has issued several previous development solicitations for the second generation of development in Marina del Rey. The development opportunity for the three County-owned parcels that are the subject of this RFP is the construction and operation of hotel and other uses, including mixed-use retail/residential, that pursue development of the second of two County-sponsored catalytic project areas that anchor the implementation of AMS. As envisioned in AMS, projects that should result from this solicitation consist of development of facilities with a relaxed and resort appeal in the Marina Beach area of Marina del Rey.

In order to highlight and clarify the purpose and scope of the proposed solicitation, the RFP provides a preamble as follows:

"Special Note:

The overriding objective of this RFP is to initiate development that will establish Marina del Rey as a prime destination resort area with modern and attractive hotels reflecting the full range of hotel types now in the market. While the emphasis of this effort is clearly on new hotels, the County also recognizes the need to expand associated retail and dining facilities to create a fully balanced resort destination. Recognizing the importance of Marina Beach as a recreational asset to the general population, the County will not consider any proposals that will reduce the convenience and accessibility of the beach in the interests of resort development. Among other requirements, the County will require that, as a condition for developing any parcel currently used as a parking lot, any accepted proposal must replace all current public parking prior to closing any existing parking lot. The County will also require development of an

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attractive beachfront promenade to accommodate a wide range of leisure activities and preservation of primary views of the beach from the Admiralty Way/Via Marina intersection. The creation of an active and viable community is also enlivened by a rich mix of populated attractions and uses. To this end, and in recognition of the general desirability of mixed used development, the County will consider residential development on the upper levels of a project for Parcel NR provided the street level uses are visitor serving."

Implementation of Strategic Plan Goals

The proposed action promotes and furthers the Board-approved Strategic Plan Goal of Service Excellence, in that it seeks to obtain the development of new, visitor serving and other complementary uses that incorporate a pedestrian-friendly, waterfront-oriented ambiance for the public and provide expanded opportunities for public use and enjoyment of the Marina del Rey waterfront.

FISCAL IMPACT/FINANCING

This is a solicitation effort to obtain proposals that will both accomplish the planning of Marina del Rey improvements in the subject area and maximize County revenues. A full financial analysis will accompany any subsequent project recommended to your Board. Other than budgeted consultant costs to evaluate responses to the RFP, no County funds are presently contemplated to finance any costs associated with this request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since additional development entitlements currently provided for in the amended Local Coastal Program (LCP) adopted in 1996 are not generally committed to individual parcels but rather allocated to Development Zones (DZs), competition for unused entitlements among existing lessees and developers of County parcels may well occur. In the interest of maximizing the County's benefit from the existing area entitlements, as well as encouraging cohesive planning of area-wide development, the RFP seeks proposals for

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developments including hotels, mixed-use retail/residential and other uses on Parcels GR, IR and NR. The RFP also seeks to provide open space on a portion of Parcel IR to provide an enhanced view corridor from the Via Marina/Admiralty Way intersection to the waterfront. Proposals resulting from this RFP may be in the form of combined proposals submitted in conjunction with a lease extension proposal by an existing lessee. Note that any use of Parcels GR, IR and NR - all currently utilized as County parking lots - must provide for replacement of all public parking either on-site or in the vicinity.

Entitlement Aggregation

The economics of development suggest that full scale redevelopment of projects will only occur where significant new entitlements are available, i.e., there may be a need to aggregate large numbers of existing entitlements to allow and economically justify construction of new improvements to create financially viable and attractive projects. The RFP, therefore, provides for consideration of proposals that require the transfer of entitlements across DZ lines. In this regard, development within the Marina, as well as within each DZ, was primarily regulated by the allocation of p.m. peak hour trips attributable to the additional entitled development. Preliminary discussions with the staff of the Regional Planning Department indicate that projects requiring the interchange or movement of entitlements from adjacent DZs may not present the same problem in achieving California Coastal Commission approval as more drastic changes. Nevertheless, the County, in issuing the RFP, will make no representation that any such modification will, in fact, be obtained or that, in obtaining entitlements, the developer(s) may not be subject to a wide range of conditions and requirements not now provided in the LCP.

Relocation/Replacement of Public Parking

One of the prominent development policies enunciated in AMS is the reorganization and relocation of public parking both to redevelop key waterfront sites that can accomplish better visitor-serving public uses and to encourage pedestrian and other non-automotive forms of travel within Marina del Rey. The policy recognizes that the use of waterfront areas for parking preempts opportunities for greater access to the water for visitor-serving

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purposes and, thus, seeks convenient replacement parking linked to the waterfront. To this end, the County has made arrangements with the lessee of an adjoining parcel (Parcel 21) to provide up to 260 spaces of replacement parking to be made available to proposers for projects on the RFP parcels in exchange for a pro-rata contribution to the costs of such parking. This additional parking is meant to provide nearby off-site replacement public parking that may increase the utility of the RFP parcels for visitor-serving uses. As indicated in the RFP and in the parcel descriptions detailed below, to the extent that a use is proposed for a parcel currently containing public parking, existing parking must be retained or replaced in the vicinity of the existing parking if capacity is lost due to the use of all or part of the parcel for other purposes.

Affordable Housing

To the extent that any proposal in response to the proposed RFP includes residential housing elements, proposers will be required to include an affordable housing element in conformity with the County's adopted Affordable Housing Policy.

RFP Parcels

The unleased County parcels that are the subject of this RFP are as follows:

Parcel GR is an asphalt-paved rectangular site at the northeast corner of Via Marina and Panay Way, currently used as a 264-space parking lot serving primarily the Marina Beach area as well as overflow parking for the Cheesecake Factory Restaurant. Dimensions are approximately 150' X 697" (104,047 sq. ft. or 2.39 acres). Existing parking capacity on the parcel must be retained or replaced in the vicinity if capacity is lost due to use of all or part of the parcel for other purposes.

Parcel IR is an irregularly-shaped 105,485 sq. ft. (2.42 acres) site located at the intersection of Via Marina and Admiralty Way, just east of Parcel JS (Edington Park). The lot currently contains 216 parking spaces, serving primarily the Marina Beach area. Existing parking capacity on the parcel must be retained or replaced in the vicinity if capacity is lost due to the use of all or part of the parcel for other purposes.

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Parcel NR is a paved rectangular site located on Palawan Way, just south of Admiralty Way, currently used as a 191-space parking lot. Dimensions are approximately 150" X 507" (75,049 sq. ft. or 1.72 acres). Existing parking capacity on the parcel must be retained or replaced in the vicinity if capacity is lost due to the use of all or part of the parcel for other purposes.

At its meeting held on _____, 2003, the Small Craft Harbor Commission _____ the Director's recommendations to your Board to approve and authorize the release of the attached RFP. The solicitation has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This development solicitation does not authorize any development of the involved County property, let alone the development of a particular project. The County is not committed to approving any new development through the release of this solicitation. In the event the solicitation yields a proposed development plan, the appropriate environmental documentation will be prepared when sufficient information regarding the proposed project is known in conjunction with the County's land use entitlement process. Any selected developer will be required to apply for and obtain all necessary land use and coastal development permits.

CONTRACTING PROCESS

An evaluation committee, selected by the Director of the Department, will review proposals submitted in response to the RFP and recommend to the Director a developer or developers with whom to pursue exclusive negotiations in the event it determines a proposal or more than one is worthy of pursuit. The Director will then request your Board to authorize exclusive negotiations with a recommended developer or developers for a lease or lease option to design, finance, develop and operate the project(s).

The Honorable Board of Supervisors
April 2, 2003
Page 7

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no current impact on other projects and services due to the issuance of the RFP.

CONCLUSION

Approve and authorize release of the attached RFP and forward one adopted copy of this Board letter to the Department.

Respectfully submitted,

Stan Wisniewski, Director

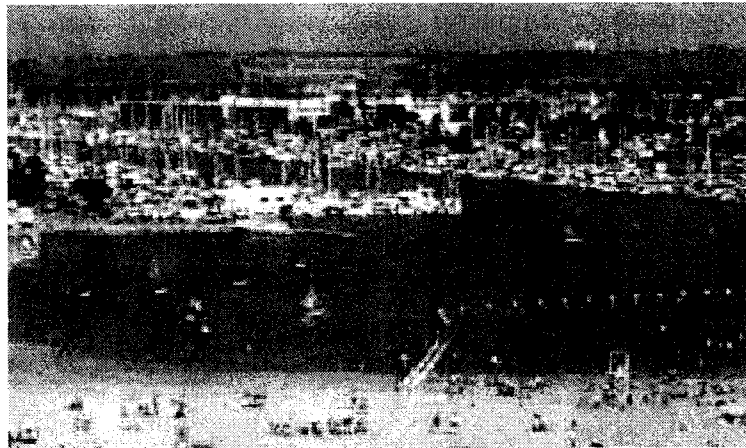
Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

SW:rm

REQUEST FOR PROPOSALS

**FOR DEVELOPMENT OF
HOTEL AND/OR OTHER USES
ON PARCELS GR, IR AND NR
IN MARINA DEL REY**



MARINA BEACH RESORT

**ISSUED BY COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS
MARINA DEL REY, CALIFORNIA
MAY 2003**

EXECUTIVE SUMMARY

SPECIAL NOTE The overriding objective of this RFP is to initiate development that will establish Marina del Rey as a prime destination resort area with modern and attractive hotels reflecting the full range of hotel types now in the market. While the emphasis of this effort is clearly on new hotels, the County also recognizes the need to expand associated retail and dining facilities to create a fully balanced resort destination. Recognizing the importance of Marina Beach as a recreational asset to the general population, the County will not consider any proposals that will reduce the convenience and accessibility of the beach in the interests of resort development. Among other requirements, the County will require that, as a condition for developing any parcel currently used as a parking lot, any accepted proposal must replace all current public parking prior to closing any existing parking lot. The County will also require development of an attractive beachfront promenade to accommodate a wide range of leisure activities and preservation of primary views of the beach from the Admiralty Way/Via Marina intersection. The creation of an active and viable community is also enlivened by a rich mix of populated attractions and uses. To this end, and in recognition of the general desirability of mixed used development, the County will consider residential development on the upper levels of a project for Parcel NR provided the street level uses are visitor serving.

**COUNTY
OBJECTIVES**

The County of Los Angeles seeks proposals for long-term ground lease and development of new hotel and/or other uses on Parcels GR, IR and NR, Marina del Rey.

The primary objective of this project is development of new resort-themed, visitor-serving projects incorporating a pedestrian-friendly, waterfront-oriented design. The provision of new hotel and/or other uses is intended to enable implementation of the County's long-term vision for strong, urban waterfront development with a relaxed, resort atmosphere at Marina del Rey's Marina Beach. The placement of water-oriented recreational and leisure accommodations with pedestrian connections and attractive design quality are anticipated to draw visitors to Marina del Rey on a regional basis.

While the preferred projects will be hotel uses, the County will also consider proposals that include a mix of non-visitor-serving uses, such as a mixed-use project with ground level retail uses in conjunction with upper floor residential uses on Parcel NR. The County also seeks proposals that supply a public open space on the central portion of Parcel IR that will provide an enhanced view corridor and pedestrian connections to the Marina Beach waterfront. Vehicular parking will also be required to service these uses.

Information about this Request for Proposals ("RFP") may be obtained from the Los Angeles County Department of Beaches and Harbor at <http://beaches.co.la.ca.us>

**SITE
DESCRIPTION**

Respondents may submit proposals for any or all of the offered parcels. The "RFP Parcels," which consist of Parcels GR, IR and NR, are ideally located within Marina del Rey for waterfront-oriented leisure and recreational use, and are conveniently situated adjacent to Marina Beach at the foot of Basin D in the western portion of Marina del Rey (the "Project Site"). Comprised of three noncontiguous parcels with over 6.5 acres of land area, the street frontage of two of the RFP Parcels are located along Admiralty Way near the intersection of Via Marina, just one block from Washington Boulevard. An aerial photograph of the Project Site is incorporated as Figure 1. A diagram of the RFP Parcels follows this Executive Summary and is incorporated as Figure 2.

All three RFP Parcels are situated adjacent to Marina Beach, and together include over 1,300 feet of direct water and beach frontage. While none of the parcels include water area, each parcel possesses the direct views of Marina Beach and surrounding boat docks that help make Marina del Rey a picturesque setting.

Each of the RFP Parcels is currently utilized for County Parking Lots. The successful proposer will assume responsibility for on-site replacement or relocation of existing parking in the vicinity. To this end, the County has secured the rights to replacement parking for 260 cars on Parcel 21, located immediately adjacent to the eastern border of Parcel GR. The successful proposer will be responsible for contributing to funding the construction of the replacement parking facility, as described in more detail in the Appendix.

**DEVELOPMENT
OPPORTUNITY**

The Project Site, located in the vicinity of Marina Beach in Marina del Rey, is situated amid a number of development projects in the area and over 20 other projects Marina-wide. The Department has also recently issued RFPs for an entertainment/retail center and boat storage facilities on the Marina's east side.

The selection of primarily hotel projects for the Project Site allows for the addition of accommodations that will ultimately constitute sufficient "critical mass" to provide a dynamic, vital set of land use components on the Marina's west side. These components are intended to work together with existing hotels, restaurants, commercial operations and residences to create an important gathering place in the greater Marina community for complimentary pedestrian-oriented leisure and recreational uses. To help activate these components to the greatest extent, the County will consider proposals that include a mix of non-visitor-serving uses on Parcel NR that provide attractive designs of the highest quality.

Proposals for hotel development should be aware that the County will require that proposed hotel owners, operators or franchisees be affiliated with a national hotel chain and reservation system and will prefer that such national hotel chains have an equity participation in the hotel.

Proposals utilizing Parcel IR will be required to provide open space at the center portion of the parcel that will provide an enhanced view corridor and pedestrian connections to the Marina Beach waterfront. The central location of this public amenity on Parcel IR will serve as a focal point for the creation of additional pedestrian connections to and along Parcels GR and NR by means of a waterfront promenade. By linking these amenities together and integrating each into the design of the proposed developments, each of the RFP Parcels benefit from the resulting "boardwalk" feel along the Marina Beach waterfront.

Parcel NR, which enjoys Marina Beach frontage along Palawan Way, offers the successful proposer an opportunity to mix non-visitor-serving uses on a parcel flanked by existing residential units. Contemporary planning objectives suggest, and the Marina del Rey Asset Management Strategy encourages, "a varied, high quality residential environment" and a "mix of uses." To this end, the County will consider proposals for mixed-use development on Parcel NR that includes both a residential component on the upper floor(s) and retail or other visitor-serving uses at ground level, while providing attractive designs of the highest quality.

Proposers are advised that California Law calls for the provision of affordable housing in new development projects constructed within the Coastal Zone. The County has adopted an Affordable Housing Policy for Marina del Rey and, to the extent that a proposal calls for the construction of new residential housing, such project must adhere to the provisions of County policy and state law relating to affordable housing.

Available entitlements for the Development Zones ("DZs") in which the Project Site is located are set forth in Appendix E. The County estimates that sufficient entitlements exist to enable appropriately sized hotel and/or mixed-use development. The County will also consider proposals that combining existing entitlements with entitlements transferred from adjacent DZs as deemed necessary to achieve hotel and other projects of a size that exceeds the existing zoned capacity of the RFP Parcels.

The development of projects on the RFP Parcels will require an amendment to the Marina del Rey Local Coastal Program to change existing land use designations.

This RFP offering also provides the opportunity for a "Combined Project" which may include lease extensions for parcels adjacent to or near the RFP Parcels.

**TRANSACTION
STRUCTURE**

Unsubordinated ground lease with minimum rents and percentage rents.

**SUBMISSION
SCHEDULE
AND FORMAT**

The proposer shall prepare one original and nine copies (excepting large-scale drawings and exhibits if included in the package) of a Proposal Package in 8.5" x 11" format. Proposals must be organized following the Submission Requirements section and must include at least the requested information. Responses must be submitted not later than 5:00 p.m. on Monday, _____, 2003.

**PROPOSER'S
CONFERENCE**

_____, 2003 at 10:00 a.m.

Burton W. Chace Park Community Building
13650 Mindanao Way
Marina del Rey, California

Attendance is not mandatory for proposers, however questions regarding this Request for Proposals and the overall project will only be addressed at this meeting or for a limited time afterward in follow-up correspondence that will be shared with all proposers on record. An information packet containing additional background materials is available for purchase from the Los Angeles County Department of Beaches and Harbors.

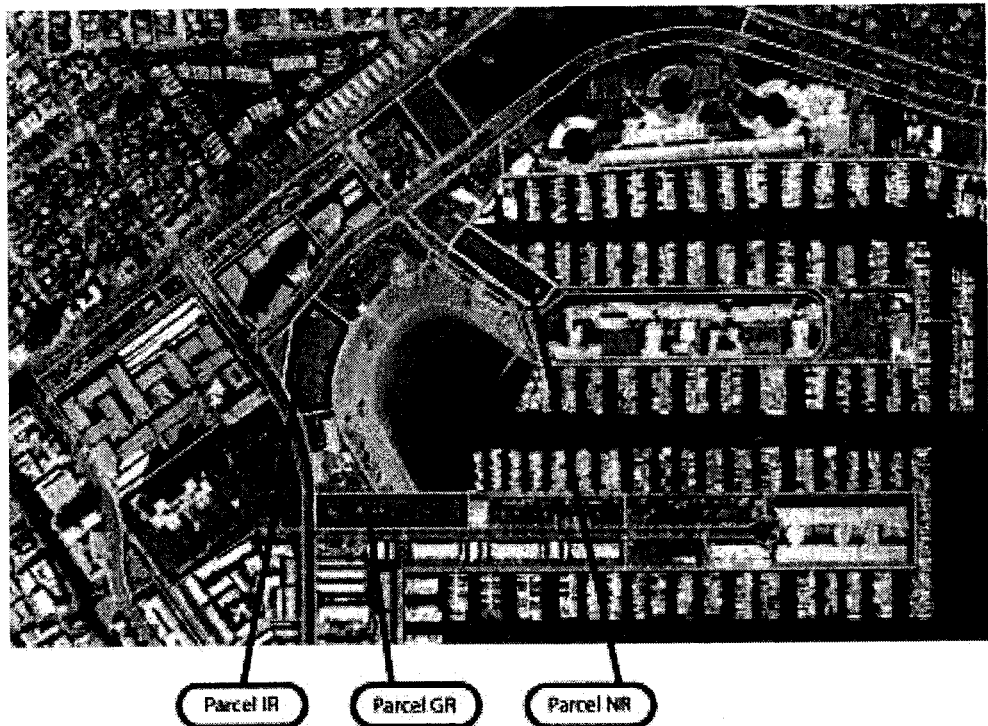
**PARCELS
INCLUDED
IN RFP:
PARCELS GR,
IR AND NR**

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1. PROJECT OVERVIEW

1.1 THE DEVELOPMENT OPPORTUNITY

The County of Los Angeles (the "County"), through its Department of Beaches and Harbors ("DBH"), seeks a development team that will provide the expertise, experience and financial ability to plan, construct and operate new resort-themed hotel and mixed-use projects incorporating a pedestrian-friendly, waterfront-oriented design. The new projects, collectively referred to by the working name "Marina Beach Resort," are to be developed as a regional draw serving greater Los Angeles, the citizens of Marina del Rey and the visitor-serving public.

The County seeks proposals for the long-term ground lease and development of new hotel uses together with replacement parking. The County will also consider proposals that include a mix of visitor-serving and non-visitor-serving uses on Parcel NR. Proposals that seek to utilize Parcel IR will be required to include open space in the central portion of Parcel IR that will provide an enhanced view corridor and pedestrian connections to the Marina Beach waterfront. These new facilities are intended to make possible innovative services for the community that will complement significant new development planned on nearby parcels designed for visitor-serving, residential, retail and public uses.

The County envisions the following main components on each RFP Parcel: the proposed improvements; an ADA-accessible waterfront promenade; strong pedestrian connections to other parcels; on-site amenities designed to serve the needs of both the users of the facility and visitors to the area; and both replacement and site-specific parking, implemented through a combination of convenient valet parking and limited onsite parking. The County believes that such uses, together with competent and experienced operational management, will assure the long-term viability of each proposed project.

1.2 PROJECT SITE

Respondents may present proposals for any or all of the three noncontiguous parcels that comprise the Project Site and which consist of a total of over 6.5 acres of land area, as described in the Appendix. Proposers that can demonstrate control of adjacent parcels may expand any of the parcels that comprise the Project Site to include such parcel(s). An aerial photograph the Marina Beach Resort Project Site is set forth in Figure 1, and a diagram illustrating the parcels that are the subject of this Request for Proposals ("RFP") is included as Figure 2. The RFP Parcels are located in the northwest quarter of Marina del Rey, in an area that contains a mix of uses including hotels/motels, restaurants, apartments, commercial operations and anchorages.



Figure 1. Marina Beach
Resort Project Site

1.3 PROPOSAL EVALUATIONS AND SELECTION

The County will consider all proposals against the standards generally set out in this RFP and, to the extent competing proposals are submitted, will judge proposals against each other. Proposers are expected to set forth a plan that fully utilizes one or more of each of the RFP Parcels comprising the Project Site in order to achieve the maximum possible buildout while at the same time also providing the required public amenities as set forth in Section 3. The County, in its evaluation of proposed projects, will favor project plans that take advantage of and benefit from proximity to the adjacent Marina Beach, located on Parcel H, and generate significant, meaningful use of the proposed facilities.

Respondents are further encouraged to submit multiple proposals if they have more than one possible development solution. The County will also entertain proposals that incorporate parcel(s) adjacent to the Project Site, provided the proposer can demonstrate control of such parcel(s). While respondents are encouraged to propose a level of development that is most suited to the success of the overall project, priority consideration will be given to plans that both maximize buildout and implement the required public amenities. The County will enter into negotiations for a ground lease with the selected developer wherein the County will provide the Project Site in exchange for the opportunity for its development.

Proposals for hotel development should be aware that the County will require that proposed hotel owners, operators or franchisees be affiliated with a national hotel chain and reservation system and will prefer that such national hotel chains have an equity participation.

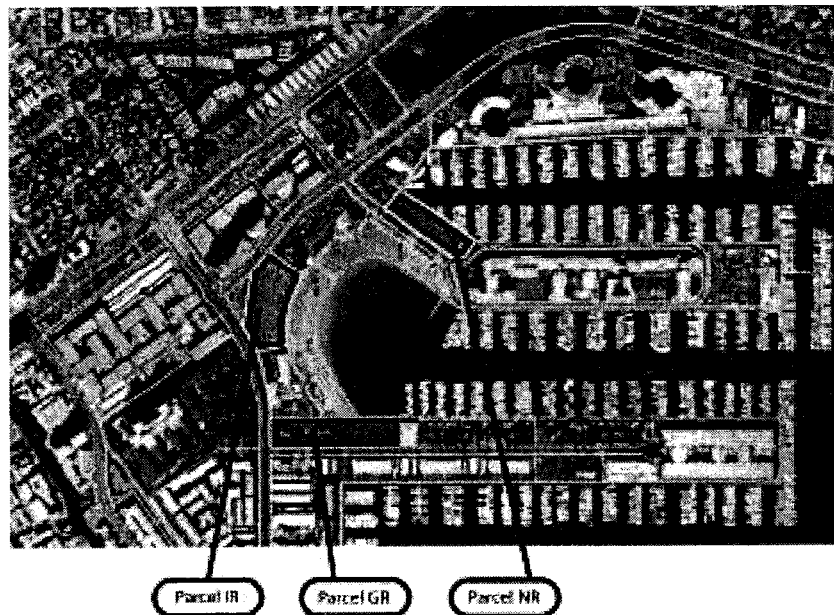


Figure 2. Parcels Included in RFP: Parcels GR, IR and NR

The County manages Marina del Rey pursuant to the goals and objectives set forth in the Marina del Rey Local Coastal Program (“LCP”) and the Marina del Rey Asset Management Strategy (“AMS”). The successful proposer is responsible for recognizing the goals of both the LCP and AMS.

[illegible]

In furtherance of AMS goals, the County contemplates a number of planned redevelopment projects and related public improvements in the vicinity of the Project Site. The scope, funding and schedule of these potential redevelopment projects and public improvements are in various stages of analysis, evaluation and negotiation, and thus details are not yet finalized. Nonetheless, a number of these potential improvements may complement the Marina Beach Resort and therefore discussions of these projects are included for informational purposes.

Proposers are also advised that to the extent proposals include new residential housing, projects must comply with the County's adopted Affordable Housing Policy for Marina del Rey, as well as state law with regard to affordable housing in the Coastal Zone. Copies of the County's affordable housing policy are available from the Department upon request.

1.5 TRANSACTION STRUCTURE

Unsubordinated ground lease with minimum rents and percentage rents. The County will not subordinate its fee interest or ground rental payments.

1.6 SUBMISSION SCHEDULE, FORMAT AND COUNTY CONTACT

Responses are due no later than 5:00 p.m. Pacific Time on Monday, _____, 2003. The application process and the contents of the application are discussed herein, principally in Sections 3 and 4 and the Appendix.

Submissions are to be delivered to the County Contact:

Delivery Address:

County of Los Angeles
Department of Beaches and Harbors
Attn: Mr. Alexander E. Kalamaros, CCIM
13837 Fiji Way
Marina del Rey, CA 90292

Contact Information:

Phone: 310.577.7961
Fax: 310.821.6345
Email: akalamar@dbh.co.la.ca.us
Internet: <http://beaches.co.la.ca.us>

2. BACKGROUND AND CONTEXT

2.1 GENERAL BACKGROUND

Marina del Rey is located at the Pacific coast of metropolitan Los Angeles (Figure 4). The County of Los Angeles owns the land and water area that comprises Marina del Rey proper. Marina del Rey is situated in an unincorporated area of the County. In the late 1950s, the Marina was dredged, and in the 1960s landside and water developments were created. Most of this land and water area has been developed under ground leases administered by DBH.

Development in the Marina is governed by the LCP, which was certified by the Coastal Commission in 1996. The County's Board of Supervisors adopted its AMS in 1997 to reflect the County's objectives and goals in seeking to maintain and enhance the Marina's reputation as a premier recreational boating harbor with attractive residential, shopping and dining facilities and overnight accommodations. In 2001, the County established the Marina del Rey Convention and Visitors Bureau to promote the general guidelines and programs for achieving the visitor-serving objectives of the LCP.

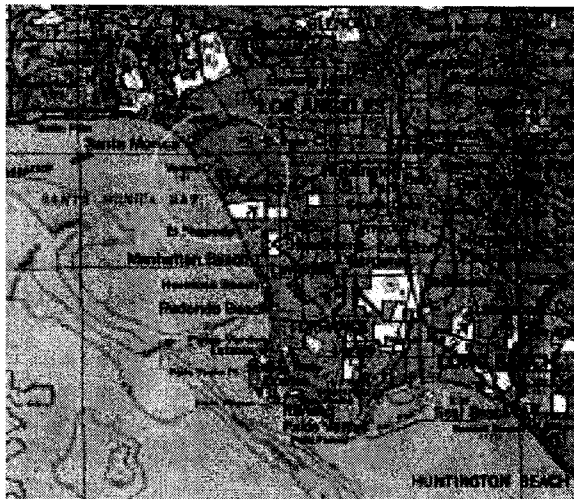


Figure 4. Location of Marina del Rey

2.2 ONGOING REDEVELOPMENT EFFORTS

DBH has previously issued three other solicitations in connection with the first phase of Marina redevelopment. These solicitations have resulted in negotiations for over twenty new development and renovation projects with a value approaching one billion dollars that collectively total 3,577 apartments, over 600 hotel rooms and 1,544 boat slips. Of the total 3,577 new apartments, 1,656 units will replace thirty-year-old apartments and the remaining 1,921 units will constitute new additions to existing parcels. The 1,544 new boat slips will replace 2,052 thirty-year-old slips and will utilize the same water area but provide larger slips and improved boater amenities. Additionally, a limited amount of new retail, office and specialty storage space, restaurant seats and specialty storage has been proposed, together with a new 2+ acre park on the Marina's west side.

In addition to general invitations for Marina redevelopment, the County has also worked for the past five years to implement a set of two strategically located projects: a retail project on the east side and a cluster of hotel projects near on the west side. Altogether, the County is considering a number of related development proposals on the Marina's east side:

- Potential retail center on the Marina's east side
- Negotiation for a new hotel on Parcel 44U
- Conversion of Parcel 48R to a joint use facility
- Expansion of Chace Park through the conversion of Parcel 47U
- Development of new marine commercial and replacement yacht club facilities on Parcels UR&41
- New boating facilities on Parcels 52/GG

Altogether, these improvements, which are in various stages of planning and negotiation, could result in well over \$250 million in new development on the Marina's east side alone. Together with development existing, planned or currently in negotiation, total Marina development is expected to exceed \$750 million and may reach as high as one billion or more.

2.3 OVERVIEW OF MARINA DEL REY

Marina del Rey is one of the largest small craft harbors under unified management in the United States. Of the total 800 acres within the Marina, there are approximately 150 acres of water area and 253 acres of land area under long-term unsubordinated ground leases. Marina del Rey has over 50 major commercial leaseholds and over 300 subleases. Major components of Marina del Rey include the following:

- Approximately 5,300 boat slips;
- Approximately 6,000 rental apartment units;
- 600 luxury condominiums;
- Six hotels with a total of 1,040 rooms; and
- Approximately one million square feet of commercial space divided among office, conventional retail and restaurants.

2.4 ASSET MANAGEMENT STRATEGY (AMS)

In the AMS adopted in 1997 for Marina del Rey, the County addressed some of the critical issues for preserving and enhancing the location's prestigious identity, dealing with second-generation development, and ensuring that when the majority of the existing Marina leaseholds recycle, the Marina will be a viable, exciting area still capable of producing substantial revenues for the County, while serving the needs of both the recreational boater and community at large for water-oriented recreation.

The four main elements of AMS are:

- A long-term vision for Marina del Rey, which establishes the area as a strong urban waterfront development;
- Catalytic development projects that will draw people on a regional basis, spur further leasehold development and set a standard for design quality;
- Development mechanisms to encourage leasehold redevelopment proposals consistent with the long-term vision; and
- Other mechanisms to encourage refurbishment and ensure quality maintenance of those leaseholds that will not be redeveloped during the remaining terms of their leases.

Five characteristics common to successful waterfront developments that the County wishes to achieve in Marina del Rey are:

- A powerful sense of place;
- An accessible waterfront, both physically and visually;
- An exciting mix of inter-connected uses that relate strongly to the water;
- A multi-modal transportation system that facilitates walking and other non-automotive forms of travel; and
- A varied, high-quality residential environment.

Two of the important policies set forth above – increased waterfront access and visitor-serving environment – are two of the major objectives of this RFP.

2.5 LOCAL COASTAL PROGRAM OVERVIEW: INTRODUCTION TO MARINA ENTITLEMENTS

The Marina del Rey LCP governs development in Marina del Rey. The LCP was adopted by the Los Angeles County Board of Supervisors and effectively certified by the California Coastal Commission in 1996. The last comprehensive amendment to the LCP established the potential for a limited amount of additional development within the Marina based on the capacity of local transportation arteries to handle additional traffic. For planning purposes, this additional development potential is allocated among fourteen Development Zones (“DZs”) rather than to individual parcels. Aggregate development in the Marina, as well as development within each DZ, is regulated by the allocation of evening (p.m.) peak hour traffic trips.

Information regarding entitlements as set forth in the LCP is presented here for informational purposes. The LCP specifies maximum buildout, open space requirements, viewshed protection, parking requirements, traffic limitations and other types of entitlement issues. The LCP is available for review at the Marina del Rey Public Library, the DBH office or the Los Angeles County Regional Planning Department (“DRP”) and is available for purchase at the DBH office. The LCP may be viewed online at: <http://beaches.co.la.ca.us/bandh/marina/development.htm>

A brief overview of the LCP/Regional Planning/Coastal Commission requirements is set forth in the Appendix. While an LCP amendment will likely be required to implement the Marina Beach Resort project, the availability of entitlements is not expected to pose a significant obstacle to project completion.

2.6 RECENT PRIVATE INVESTMENT IN THE MARINA

There has been a significant amount of recent investment in the redevelopment of leased properties located in the Marina. Since 1990, this has included the following:

- Construction of the Ritz-Carlton Hotel;
- Remodel of existing guest rooms at the Marina Marriott Hotel;
- Remodel of Dolphin Marina apartments and replacement of anchorage facility;
- Construction of 128 new Panay Way apartment units;
- Remodel of the Del Rey Yacht Club facilities;
- Replacement of 150 existing slips at the California Yacht Club;
- Remodel of existing Bay Club apartments;
- Remodel of the Red Onion Restaurant into FantaSea Yacht Charters;
- Remodel of Charley Brown’s Restaurant into Tony P’s Dockside Grill;

- Remodel of Reuben's Restaurant into Harbor House Restaurant;
- Remodel and expansion of Shanghai Red's Restaurant;
- Remodel of The Boat Yard to add ships chandlery;
- Construction of a new boathouse for Loyola Marymount University; and
- Remodel of interiors, exterior and landscaping of Oakwood Apartments.

2.7 MARINA GOVERNANCE

Marina del Rey is situated in an unincorporated portion of Los Angeles County and therefore is under the direct jurisdiction of the County Board of Supervisors ("Board"). When the Marina was developed, the Board created the Small Craft Harbor Commission ("SCHC") to oversee activities and recommend leases and policy matters to the Board. The SCHC consists of five members appointed by the Board. The SCHC recommends actions regarding Marina del Rey to the Board, which has the power to make decisions and direct activity.

Ongoing administration is the responsibility of DBH, which oversees all County-owned or controlled beaches as well as all land and water area encompassed by Marina del Rey. Within the Marina, the DBH manages and administers over 50 ground leases covering hotel, restaurant, office, residential, retail, harbor, anchorage, parking and concession uses. The Department's scope of activities entails significant asset management responsibility due to the size and complexity of the leasehold and concession interests that it manages. The County's powers and rights in its governmental capacity are not affected by its leasing to proposers or developers in its proprietary capacity.

2.8 MARINA CAPITAL PROJECTS

The County and various other agencies responsible for ongoing administration and improvement of the Marina provide capital improvements to the area's infrastructure. These recent and planned investments provide a significant level of support for new development and include the following:

- The U.S. Army Corps of Engineers has jurisdiction over the construction of shoreline structures and other activities in the water areas of Marina del Rey. Between 1994 and 1996 the Corps and the County spent \$5.5 million to dredge nearly 300,000 cubic yards of material to maintain the Marina's entrances.
- An additional 700,000 cubic yards of waterway dredging began in 1998 and was completed in 2000 (total projected cost of \$7.7 million).
- A \$23.5 million project to reinforce all 758 panels of the Marina seawall was completed in 2000.
- The County is currently in the process of planning to implement Phase I of a Marina wide landscape and lighting redesign of roadway medians and two entry parcels.
- The County is currently planning for the widening of Admiralty Way from four to five lanes between Fiji Way and just west of Bali Way and six lanes from just west of Bali Way to Via Marina.
- The County, along with state and regional traffic authorities, is working on plans to extend the Marina Freeway (State Route 90) from its current terminus at Lincoln Boulevard to a point on Admiralty Way near the public library.
- Planned expansion of Chace Park.

3. PROJECT DESCRIPTION

3.1 ULTIMATE AIM OF THE MARINA BEACH RESORT PROJECT

The ultimate aim of the Marina Beach Resort project is the provision of hotel accommodations and other uses that will ultimately constitute sufficient "critical mass" to provide a dynamic, vital set of land use components on the Marina's west side. These components are intended to work together with existing hotels, restaurants, commercial operations and residences to create an important gathering place in the greater Marina community for complimentary pedestrian-oriented leisure and recreational uses.

Through the provision of additional hotels and retail operations on the RFP Parcels, visitors to Marina Beach will enjoy the addition of expanded waterfront-oriented leisure and recreational opportunities. To help activate these components to the greatest extent, the County will consider proposals that include a mix of visitor-serving and residential uses on Parcel NR that provide attractive designs of the highest quality. Accomplishment of these goals will allow for the improved integration of the Marina's recreational and commercial areas in furtherance of the AMS goals of creating an exciting, user-friendly attraction to Southern California residents and visitors. Successful Marina Beach Resort proposals will make effective use of existing transportation infrastructure and available entitlements. By maximizing connections to the surrounding area, projects that are responsive to the vision of an urban resort atmosphere at Marina Beach Resort are expected to benefit from synergies that will be available to all of the leaseholds in the area.

3.2 PROVISION OF LAND AREA AVAILABLE FOR REPLACEMENT PARKING

An essential element of achieving the desired outcomes of the Marina Beach Resort project is the provision of parking solutions for each of the RFP Parcels and for the project as a whole. To this end, the County has made arrangements for the proposed construction of replacement parking for as many as 260 cars on Parcel 21, located immediately adjacent to the eastern border of Parcel GR, and within comfortable walking distance of Parcels IR and NR. The location of the replacement parking on Parcel 21 has the potential to assure a steady flow of visitors to and along the Marina Beach waterfront.

The County's provision of replacement parking on Parcel 21 consists of an agreement with the lessee to provide land area on Parcel 21 for replacement parking in exchange for other development the lessee is undertaking in the Marina. Proposers that wish to take advantage of this replacement parking arrangement will be responsible to pay a pro-rata share of the development cost of the parking. For purposes of completing the pro forma development worksheet, each proposer should assume a standard per-space structured parking costs for any replacement spaces proposed for Parcel 21 replacement parking. While proposers are invited and encouraged to take advantage of this arrangement in the course of preparing site plans in response to this RFP, as explained in the Appendix, a certain amount of existing parking will need to be retained on site and proposers may elect to locate all required replacement parking on the parcel itself ("self-contained replacement parking").

3.3 MARINA BEACH RESORT PROJECT BUILDOUT

Project Buildout for each of the RFP Parcels is shown in Figure 5. Because the height limit for the RFP Parcels is limited to 45 feet, as set forth in the LCP, it may be necessary to provide a combination of onsite parking management that includes both convenient valet parking and limited onsite parking. Through the replacement of a portion of existing public parking on Parcel 21 as previously described, it may be possible to achieve a maximum buildout on each parcel without requiring the need to construct parking garages on the RFP Parcels.

Figure 5. Marina Beach Resort Project Buildout

<i>Required</i>	<i>Recommended</i>
<ul style="list-style-type: none"> ▪ Proposed improvements ▪ ADA-accessible waterfront promenade ▪ Replacement and site specific parking, likely implemented through a combination of convenient valet parking and limited onsite parking 	<ul style="list-style-type: none"> ▪ Strong pedestrian connections to other parcels and on-site amenities designed to serve the needs of both the users of the facility and visitors to the area

Parcel NR, which enjoys Marina Beach frontage along Palawan Way, offers the successful proposer an opportunity to mix non-visitor-serving uses on a parcel flanked by existing residential units. Contemporary planning objectives suggest, and the Marina del Rey Asset Management Strategy encourages, “a varied, high quality residential environment” and a “mix of uses.” To this end, the County will consider proposals for mixed-use development on Parcel NR that include both a residential component on the upper floor(s) and visitor-serving at ground level uses while providing attractive designs of the highest quality.

Proposers for Parcel IR will be required to provide open space on the central portion of Parcel IR that will provide an enhanced view corridor and pedestrian connections to the Marina Beach waterfront. The central location of this view corridor/open space on Parcel IR is intended to serve as a focal point for the creation of additional pedestrian connections to and along Parcels GR and NR by means of a pedestrian promenade. By linking these amenities together and integrating each into the design of the proposed developments, each of the RFP Parcels would benefit from the resulting “boardwalk” feel along the Marina Beach waterfront.

3.4 SITE DESCRIPTIONS OF MARINA BEACH RESORT RFP PARCELS

A table summarizing the parcels included in this RFP is shown in the Appendix. The County is prepared to lease any or all of these three parcels for the Marina Beach Resort project. Descriptions of the individual parcels are as follows:

- **Parcel GR** is an asphalt paved rectangular site at the northeast corner of Via Marina and Panay Way, currently used as a parking lot serving primarily the Marina Beach area as well as the Cheesecake Factory. Dimensions are approximately 150' x 697' (104,047 s.f. or 2.39 acres). Existing parking capacity of 264 spaces on the parcel must be retained on-site or replaced in the immediate vicinity if all or part of the parcel is used for other purposes.
- **Parcel IR** is an irregularly shaped 105,697 s.f. (2.42 acres) site located at the intersection of Via Marina and Admiralty Way, just east of parcel JS. The lot currently contains 225 parking spaces, serving primarily the Marina Beach area. Existing parking capacity on the parcel must be retained on-site or replaced in the immediate vicinity if all or part of the parcel is used for other purposes, and a substantial view corridor to the waterfront must be provided from the Admiralty Way/Via Marina intersection.
- **Parcel NR** is a paved rectangular site located on Palawan Way, just south of Admiralty Way, currently used as a 191-space parking lot. Dimensions are approximately 150' by 507' (75,049 s.f., or 1.72 acres). Existing parking capacity on the parcel must be retained on-site or replaced in the immediate vicinity if all or part of the parcel is used for other purposes.

3.5 LIST OF PARCELS IN VICINITY / ADJACENT AND NEARBY PARCEL USES

- Parcel H: Marina Beach.
- Parcel 18: Dolphin Marina.
- Parcel 20: Panay Way Marina.
- Parcel 21: Holiday Harbor Marina.
- Parcel 22: Foghorn Hotel/Cheesecake Factory.
- Parcel JS: Edgington Park.
- Parcel 27: Best Western/Jamaica Bay Inn.
- Parcel 33: Harbor House/Edie's.
- Parcel 28: Mariner's Bay Apartments.
- Parcel 30: Del Rey Yacht Club.
- Parcel 125-I: Marina City Club.
- Parcel P: Oxford Flood Control Basin.
- Parcel OT: County Parking Lot.
- Parcel 145: Marina International Hotel.
- Parcel 140: Admiralty Apartments.
- Parcel 141: Marina Beach Marriott.

3.6 POSSIBLE MODIFICATION OF EXISTING PARCEL BOUNDARIES

In conjunction with requirements set forth in the LCP, potential future development in the vicinity of the Marina may require the planning and construction of improvements to particular intersections and various roadway projects designed to improve traffic circulation. In particular, two specific projects may potentially impinge on the leasehold interests of lessees on the Marina's eastside: (1) the widening of Admiralty Way, which may include the reconfiguration of the Admiralty Way/Via Marina intersection; and (2) the extension of Route 90 to Admiralty Way. The need for these projects is described in the *Marina del Rey Land Use Plan*, Chapter 11, "Circulation," and the *Marina del Rey Local Implementation Program*, Appendix G, "Transportation Improvement Program." These projects have not yet been fully defined, approved or scheduled, however, Proposers are advised to seek the advice of the County's Department of Public Works in regard to any proposed improvements that may be proposed alongside current roadways, intersections or parcel boundaries.

3.7 SITE UTILIZATION

The primary land use regulations for Marina del Rey are contained in the LCP, which is comprised of the *Marina del Rey Land Use Plan* and the *Marina del Rey Local Implementation Program*. In 1996, the California Coastal Commission and the County of Los Angeles approved a comprehensive amendment to the LCP. Currently, the LCP permits principal uses on the subject Parcels shown in the Appendix.

3.8 SUGGESTED GUIDING PRINCIPLES FOR MARINA BEACH RESORT PROJECT DESIGN

Based on the information previously described, including the LCP and the AMS, and a strong desire to create the best possible project, the following principles are suggested for the Marina Beach Resort project design:

- Vision consistent with AMS and LCP
- Facilities that encourage project use by public visitors and lodgers
- Emphasis on physical environmental quality
- Secure and comfortable spaces
- Facility and operation evokes a sense of quality and value
- Water-oriented, visitor-serving auxiliary uses
- Appropriate transportation linkages

In addition to these examples of guiding principles, respondents are advised to review Section 5 of this RFP, which includes a brief explanation of the criteria on which proposals will be judged.

3.9 AVAILABILITY OF PROJECT ENTITLEMENTS

Entitlements for the Marina Beach Resort project are expected to be available by virtue of the priority given to visitor-serving commercial uses in Marina del Rey. Nonetheless, a change in land use designation will require an LCP amendment and may require the allocation of additional trips, depending on the size of the successful project and the extent to which auxiliary uses are included in the project plan.

3.10 POTENTIAL LCP AMENDMENT

Due to the necessity, as above recounted, of certain amendments to the LCP and the requirements for regulatory approvals by the Marina Design Control Board, the County Department of Regional Planning, and the California Coastal Commission, as well as recommendation by the SCHC and approval of the Board of Supervisors, respondents are advised to consult with the Department of Regional Planning to assess the complexity, scope and length of time it may take to achieve the approvals needed to complete the Marina Beach Resort project. Respondents should consider a time estimate in accordance with requirements of the various regulatory bodies including the DCB, SCHC, DRP, Board and Coastal Commission.

3.11 NO AVAILABILITY OF PUBLIC FINANCING

While some form of public-private partnership is anticipated, the County may reject proposals that require public financial participation. Respondents should clearly specify any projected contingency, need or desire for public financing related to submitted proposals.

3.12 PROPOSALS THAT INCLUDE PARCELS REQUIRING LEASE EXTENSIONS

In cases where a respondent chooses to submit a proposal that includes one or more existing leaseholds, additional requirements will apply. These requirements are covered in detail in the Appendix.

3.13 CONFIDENTIALITY

Details of the proposals submitted in response to this RFP will remain confidential and will not be released to others prior to the Director's recommendations being presented to the Small Craft Harbor Commission. To preserve confidentiality, some information may be marked "CONFIDENTIAL" or "PROPRIETARY" and the County will recognize such designation to the extent permitted under the Public Records Act (see the Notice to Proposers Regarding the Public Records Act" set forth fully in Appendix).

4. OVERVIEW OF TERMS

The County will only accept proposals for a long-term, unsubordinated ground lease. Following are terms and conditions, which should be incorporated in the proposals.

4.1 RENT

Base minimum rent shall be generally equivalent to 75% of projected rent generated from the higher of the minimum or percentage rent. Percentage rents shall be based on gross revenue per a schedule established in each ground lease, subject to adjustment over the term of the lease. In the following Figure 6, examples of percentage rents by use category are presented.

Figure 6.
Examples of Percentage Rents by Use Category for Properties in Marina del Rey

<i>Use Category</i>	<i>Range</i>		<i>Prevailing Rate</i>
	<i>Low</i>	<i>High</i>	
Boat Storage (landside)	10.0%	10.0%	10.0%
Hotel/Motel Rooms	7.5%	8.0%	7.5%
Restaurant (Average of Food & Beverage)	3.0%	5.0%	3.5%
Apartment	7.5%	12.5%	10.5%
Slips	20.0%	33.0%	25.0%
Retail	1.0%	2.0%	2.0%
Office	7.5%	12.5%	11.0%
Car Rental/Service Enterprises Commissions	5.0%	10.0%	5.0%
Vending/Telephone Commissions	25.0%	25.0%	25.0%
Cocktail Lounge	10.0%	10.0%	10.0%
Commissions - Service Enterprises	20.0%	20.0%	20.0%
Entertainment Admissions	5.0%	5.0%	5.0%
Valet Parking Fees	7.5%	7.5%	7.5%
Parking Fees	20.0%	20.0%	20.0%
Miscellaneous	1.0%	7.0%	5.0%

4.2 ADDITIONAL LEASE TERMS

The County will require that the following additional terms, among others, be incorporated into any ground lease:

- Participation by the County in the proceeds from the transfer/sale of the leasehold interest based upon the higher of: (a) a fixed percentage of the sale price, or (b) a fixed percentage of net profit from the sale;
- Participation by the County in proceeds from the refinancing of the leasehold interest based upon a fixed percentage of refinance proceeds not reinvested in the leasehold or used to retire existing financing;
- Late payment charges for any type of rent or payment due to the County including a fixed percentage of the amount due plus interest;
- Provisions for County assignment consent and recapture rights;
- Periodic adjustment of minimum and percentage rents to market levels;
- Disclosure of beneficial ownership;
- Maintenance standards and liquidated damages for failure to adhere to these standards;
- General liability insurance coverage and periodic insurance requirement readjustment;
- Security deposit;
- Waterfront/Beachfront Promenade to be constructed and maintained.
- Fund for removal of improvements at termination of lease.

4.3 PROPOSER'S RESPONSIBILITIES

The selected development team will be responsible for payment of all costs and expenses in connection with the project including, but not limited to: costs associated with securing necessary entitlements and environmental documentation; ground clearing, site preparation and construction of new buildings; maintenance; underground utilities; insurance and taxes; permits and inspection fees; costs and mitigation fees associated with the development; and architectural, environmental, engineering and other related work. Developer will be responsible for all brokerage fees, if any. The County will not pay any broker's fees or finder's fees.

The selected developer or development team will be required to:

- Select the multi-disciplinary team;
- Obtain all necessary entitlements and permits;

- Coordinate, manage and facilitate the review of the project by the DCB, the Regional Planning Commission, the County's Board of Supervisors, the California Coastal Commission and the local community, as well as assist DBH in responding to community issues or concerns that may arise;
- Manage the work effort of the entire development team, the architect, the general contractor, and construction manager (if any) during construction;
- Subsequent to completion, manage the daily operations of the commercial facilities in a professional manner to maintain high standards of operational quality, including contractual agreements with experienced operators if necessary to do so; and
- Market the development.

In summary, the selected development team will be required to address the multitude of issues and complete the multitude of tasks required to develop and operate the proposed development.

4.4 PROPERTY CONDITION

Environmental investigations, tests, reports or remediation through various governmental agencies may be required for redevelopment of the Project Site. A due diligence period, if necessary, will be provided during negotiations between the County and the selected developer. All costs of any such investigation will be borne by the selected developer. Rights of review and approval of the results of such investigations, if required, will be given to the selected developer. If the selected developer, acting in good faith, disapproves the results of such investigation, negotiations with the County may be terminated prior to the end of the due diligence period. If not terminated, the responsibility for clean-up of contamination or toxic materials will rest with the selected developer and will not be the responsibility of the County.

4.5 ENTITLEMENT ISSUES

A major element in the application and development process will be treatment of entitlement issues, since modification of existing entitlements through an LCP amendment will be required. A brief overview of LCP/Regional Planning/Coastal Commission Requirements is set forth in Appendix E.

Respondents should be aware that respondents might be subject to a wide range of conditions not contemplated in this RFP in connection with obtaining entitlements for a proposed project. As circumstances dictate, DBH will participate in DCB, LCP, Regional Planning and other necessary regulatory proceedings, however, while the County is a necessary co-applicant, sponsoring and obtaining LCP amendments and/or other regulatory approvals is the sole responsibility of the successful proposer.

4.6 APPLICATION PROCESS

4.6.1 Detailed Response Information

Proposers must submit by 5:00 p.m. Pacific Time on Monday, _____, 2003, in the form set forth in Appendix H, "Contents of Proposal."

The proposal should be sent to the County Contact as described in Section 1, to the following address:

County of Los Angeles Department of Beaches and Harbors
Attn: Alexander E. Kalamaros, CCIM
13837 Fiji Way
Marina del Rey, CA 90292

4.6.2 Response Schedule

Release of RFP	_____, 2003
Developer's Orientation (10:00 AM at Burton W. Chace Park Community Building, Marina del Rey)	_____, 2003
Proposals Due	_____, 2003
County schedules interviews	To be determined
Evaluation Committee issues recommendation to Director	To be determined
Director recommends selection of entity with which to negotiate exclusively	To be determined
Small Craft Harbor Commission reviews Director's recommendation	To be determined
Board of Supervisors selects entity with which to negotiate exclusively	To be determined

5. PROPOSAL SUBMISSION AND REVIEW

5.1 DEVELOPER'S ORIENTATION CONFERENCE

Prior to submitting a proposal in response to this RFP, interested potential respondents should attend the Developer's Orientation Conference. At this meeting, DBH staff will provide an overview of this RFP. DBH's economic and legal consultants, as well as representatives from the Regional Planning Department and the Department of Public Works will be invited to answer questions regarding this RFP. If the applicant chooses to proceed with a project, the proposal submittal process outlined in Sections 4 and 5 and the Appendix should be followed.

5.2 PROPOSAL PACKAGE

Proposers must submit 10 copies, in 8.5" x 11" three-ring loose-leaf binders with up to five graphic exhibits in 11" x 17" format, folded to fit within the 8.5" x 11" three-ring format. **All pages must be numbered.** The sealed envelope must state "Marina Beach Resort RFP Submittal." Proposals submitted by electronic mail or facsimile will not be accepted. Proposals are due by 5:00 p.m. Pacific Time on Monday, _____, 2003 to the County Contact as described in Section 1. DBH reserves the right to request additional information during the RFP review period.

5.3 CONDITIONS AND LIMITATIONS

Notwithstanding a recommendation of a department, agency, individual, or other entity, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine the proposals, if any, which best serve the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a new lease or lease extension.

This RFP does not represent an offer or commitment by the County of Los Angeles to enter into an agreement with a proposer or to pay any costs incurred in the preparation of a response to this request. The responses and any information made as part of the responses will not be returned to proposers. This RFP and the selected proposer's response to this RFP, may, by reference, become a part of any formal agreement between the proposer and the County resulting from this solicitation.

The proposer shall not collude in any manner or engage in any practices with any other proposer(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the proposer's submittal to be rejected by the County. The prohibition is not intended to preclude joint ventures or subcontracts that are identified in the proposal.

All proposals submitted must be the original work product of the proposer. The copying, paraphrasing, or otherwise using of substantial portions of the work product of another proposer is not permitted. Failure to adhere to this instruction will cause the proposal to be rejected.

The County has sole discretion and reserves the right to reject any and all proposals received with respect to this Request for Proposals and to cancel the Request for Proposals at any time prior to entering into a formal lease agreement.

The County reserves the right to request clarification of the RFP or additional data without changing the terms of the RFP.

5.4 DEVELOPMENT COMPONENTS

Please identify each of the major components of the proposed development, *e.g.* hotel, restaurant, parking, etc. Proposals must include detailed, parallel information for each of these components.

5.5 SUBMITTAL OF ALTERNATE PROPOSALS

Respondents may desire that alternative RFP proposals on a given parcel(s) receive consideration in the event their primary proposal is rejected. The County will consider such provided the respondent's alternate proposal is submitted in a separate document and is labeled with the subtitle "ALTERNATE PROPOSAL." Alternate Proposals:

- Must be completely self contained;
- May not include references to any outside documents; and
- Must be turned in on the same submission schedule as all other proposals.

5.6 OVERVIEW OF CONTENTS OF PROPOSAL

In general, all proposals will have nine required sections as shown below and in the order as set forth in the Appendix. The sections are set forth here in summary format.

- SECTION 1 - DEVELOPMENT CONCEPT
- SECTION 2 - PROJECT TIMETABLE AND CRITICAL ENTITLEMENT ISSUES
- SECTION 3 - COST ESTIMATE
- SECTION 4 - FINANCIAL PROPOSAL AND PROJECTIONS
- SECTION 5 - DEVELOPMENT TEAM INFORMATION, PAST EXPERIENCE (FOR EACH COMPONENT) AND FINANCIAL INFORMATION
- SECTION 6 - STATEMENT OF FINANCIAL QUALIFICATIONS AND RESPONSIBILITY OF DEVELOPER
- SECTION 7 - DISCLOSURE OF BENEFICIAL OWNERSHIP
- SECTION 8 - OTHER REQUIRED FORMS
- SECTION 9 - ADDITIONAL REQUIREMENTS FOR PROPOSALS WHICH INCLUDE LEASE EXTENSIONS

5.7 EVALUATION COMMITTEE

The evaluation of the proposal responses will be conducted by an "Evaluation Committee" selected by the Director of Department of Beaches and Harbors. The Evaluation Committee may include DBH staff members, representatives of other County agencies and departments and/or non-County personnel who may have demonstrated expertise in pertinent development fields.

The Evaluation Committee will rank and recommend proposals to the Director who will, in turn, make his recommendations to the Small Craft Harbor Commission ("SCHC") and to the Board of Supervisors. Neither the Director, nor the SCHC, nor the Board is bound by the recommendations of the Evaluation Committee. The Los Angeles County Board of Supervisors has the ultimate authority and responsibility for the selection of a developer, if any, for proposed development on the Project Site and any related parcels.

5.8 EVALUATION CRITERIA

The County's primary evaluation criteria are: (1) revenue enhancement, (2) implementability, (3) implementation of AMS, including consideration of impact on and/or enhancement of usability by

public visitors and lodgers (4) upgrading the east side of the Marina, and (5) creativity. The objective is to enhance the Marina as a desirable location and provide a cohesive theme for new private development and public facilities as well as to improve the County's revenue flow. Implementability means that the County must be satisfied that the responding development team can and will actually complete the development. The County will consider:

- Entitlement risk;
- Financial risk;
- Creativity and quality;
- Design and construction capability;
- Project management capability;
- Property management capability;
- Successful marketing and operating experience of the developer and, if applicable, the operator of the project;
- The marketing image, financial strength and management systems of, if applicable, the operator of the project;
- Extent to which existing lessee has complied with all terms and conditions of its lease;
- Compatibility with the goals and objectives of the Marina del Rey Asset Management Strategy, including boater and water orientation and visitor-serving objectives, and related non-monetary public benefits; and
- Experience in public/private projects.

5.9 EVALUATION PROCESS

The initial review will compare all proposals for compliance with the submission requirements. Any proposals with significant omissions may be rejected and the proposers will be notified of their failure to comply with the requirements of the RFP process. The County reserves the right to request that proposers bring their submissions into compliance within a very short time period after notification.

A detailed, point-by-point comparison will be made of all complete proposals. Requests for clarification may be sent to certain proposers. Proposers may be asked to attend an interview by the Evaluation Committee.

Based on the evaluation criteria, the proposals will be rated by the Evaluation Committee, which will recommend the selected proposer to the Director, who will in turn make his recommendations to the SCHC and the Board of Supervisors.

5.10 FINAL AWARD BY BOARD OF SUPERVISORS

Notwithstanding a recommendation of a department, agency, commission, individual, or other person, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal, if any, best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision. The Board reserves the right to reject any and all proposals.

APPENDIX A

DEPARTMENT OF BEACHES AND HARBORS

POLICY STATEMENT

Leasehold Term Extension - Marina del Rey

The County's policies and official goals/objectives with regard to granting lease extensions to Marina del Rey leaseholders are:

1. Redevelopment and making the properties economically and physically competitive (e.g., competitive with the new hotels, condominiums, slips and retail buildings in the new Playa Vista project and other new Westside projects). Redevelopment will be rigidly defined to differentiate it from deferred maintenance, refurbishing or extensive redecoration.
2. Redevelopment of leasehold uses to ensure long-term economic viability of the improvements, increased County revenue, and enhancement of public facilities.
3. It is understood that the Local Coastal Plan (LCP) restricts some leaseholds from redeveloping to higher density, or modifying existing land use. The County will consider sponsoring, in concert with the affected leaseholders, an amendment to the LCP when:
 - The proposed project and amendment will trigger redevelopment.
 - Redevelopment may be an upgrade of facilities such as providing larger units, not just higher density.
 - The proposed redevelopment will enhance the County's revenue stream and create public facilities.
 - All proposed leasehold LCP amendments have been sufficiently reviewed and processed appropriately which will include public hearings. The County is desirous of combining all LCP amendments into one planning amendment and environmental assessment, but at appropriate intervals may consider sponsoring additional amendments when they will ensure leasehold viability and increased County rent.
4. Receipt of fair consideration by the County for the extension (in addition to fair market rent).
 - The County will require a lease extension fee equal to the value of granting the extension.
 - The County will require a guarantee that redevelopment will commence promptly and within a specific, prescribed time frame.
 - Redevelopment of a leasehold interest satisfactory to the County will entitle the lessee to a rent credit of part of the lease extension fee for a limited, prescribed period of time. Assurance of the County's continuity of annual rental income flow will be paramount in determining the timing of the partial credit.

- The purpose of the extension fee and redevelopment requirements is to provide each lessee with an incentive to redevelop.
 - Only where redevelopment is not physically or legally possible, will the County consider alternative requirements for lease extension if the leasehold's current use meets the objectives and permitted uses of regulatory agencies and, in the County's judgment, the facilities meet appropriate building codes and economic and physical viability is ensured during the extended lease term.
5. Ensuring payment of fair market rents commensurate with the new value of the lease including its extension.
 6. Securing County financial participation in sale, assignment or refinancing of leasehold interests.
 7. Payment for County administrative costs associated with lease extension and other lease related costs.
 8. Staging of rental arrangements and physical redevelopment to ensure continuity of County rental income flow.
 9. Retention of 50 percent of the additional funds resulting from lease extension to upgrade physical infrastructure of the Marina.
 10. Processing a master LCP amendment covering as many parcels as possible.

The department understands that if a lease term extension is granted, certain property or possessory interest taxes may be increased due to reassessment of the leasehold. The role of the department is to act as a traditional landlord and it will only take into account fair economic rent and the direct rental revenue paid to the County. The County will not adjust rent or in any way agitate or modify future rent adjustments due to higher property or possessory interest taxes that may result from a lease extension.

Certain regulatory procedures (i.e., LCP requirements) must be resolved prior to entering into a binding agreement for lease extension containing higher leasehold land use density or leasehold land use modifications.

BASIS FOR POLICY STATEMENT

1. Purpose

The purpose of this Policy Statement is to provide a standard basis for discussing lease term extensions and to ensure that the County will receive fair economic value for such extension and for its leased property within Marina del Rey.

It is anticipated that lease term discussions on Marina del Rey leaseholds will be requested by various lessees as the remaining term in the original lease declines. These requests may arise because of the lessees' desire to refinance, sell, assign, or redevelop the leasehold. In some cases there may be an insufficient remaining term of the lease to maximize these desires.

Redevelopment is considered by the County to be the primary justification for a lease term extension.

2. Basic Assumptions

2.1 Policy Assumptions

- Redevelopment of the leaseholds should be coupled with any lease extension commitments.
- Environmental assessment may be required.
- The County is not obligated to agree to lease extensions for any or all lessees.
- No redevelopment increasing leasehold land use density or leasehold land use modifications will occur without mitigating traffic options such as a bypass.
- Lease extension discussions will be expensive and time consuming to the County.
- A preponderance of leaseholds will not be able to significantly intensify use or density under the land use provisions of the current LCP.
- The Assessor will reassess the property with an extension.

3. Prerequisite for Lease Extension

2.2 The lease term extension must be tied to a commitment acceptable to the Director and Board of Supervisors to redevelop the property. A major purpose of this policy is to ensure that the improvements will be modernized and of sufficient quality to remain attractive, competitive, and physically and economically viable during the extended term of the lease.

- County must conclude that redevelopment is feasible under existing regulatory control on a case-by-case basis or that land use modification can be accomplished through an amendment of the LCP. In either case, the County will require fair consideration for a lease extension.
- Redevelopment must enhance the County's income stream, and public facilities.

2.3 No long term extension containing the higher leasehold land use density or leasehold land use modifications will be offered until the Marina del Rey bypass or other traffic mitigation measures are approved by the appropriate regulatory agencies.

4. Amendment to the Local Coastal Plan (LCP)

4.1 The County will consider sponsoring an amendment to the LCP.

If the County is successful in its attempts to amend the LCP, part of the lease extension fee paid by the lessee may be credited against future rent when redevelopment occurs.

5. Conditional Parcels

These policies may be withheld or modified with respect to those parcels for which other policies or lease extension amendments have been executed, those properties which have recently been redeveloped and meet appropriate building codes and quality standards which ensure viability of the facilities or meet objectives of regulatory agencies.

CRITERIA CONTEMPLATED FOR INCLUSION IN REQUESTING LEASE
EXTENSION

MARINA DEL REY

1. All requests for lease term extension are to be submitted in writing to the Director of the department and shall include documents describing the lessee's existing financial statement and condition, value of the property, purpose for lease term extension, construction scheduling for redevelopment, and total construction costs and economic projections.

2. Application Fee

Upon application for the lease extension, in addition to any other compensation payable such as retroactive rent, increases in base rent, etc., the lessee shall pay to the County a single application fee for its administrative costs, associated with review of the project for economic feasibility, environmental assessment and legal assistance as well as County staff time.

3. Economic Terms

3.1 Minimum Rent

Minimum rent shall be adjusted periodically based on prior total annual rent paid to the County.

3.2 Fair Market Rental Rates

A revision of all percentage and minimum rent to reflect fair market value as of date the extension is granted. Where applicable, the payment of retroactive rent will be made by the lessee based on the new fair market rental rate percentages. The newly adopted arbitration clause clarifying dispute resolution mechanisms will be added to those leases not already including it.

3.3 Lease Extension Fee

The County will receive an extension fee commensurate with the value of granting the extension.

3.4 Participation in Sale or Transfer of the Leasehold

The County will participate in the proceeds from the sale or transfer of leasehold interest so as to: 1) assure adequate compensation for administrative costs incurred by the department; and 2) share in profits from these leasehold sales or transfers.

3.5 Participation in Refinancing

The County will receive an appropriate share of proceeds from refinancing which is not used for leasehold improvements in the Marina.

3.6 Administrative Costs

In addition to the above economic terms, the lessee shall agree to pay for various offsetting or special administrative costs including, but not limited to:

- 3.61 Environmental studies.
- 3.62 Late rental payment penalties, including audit deficiencies.
- 3.63 Increased security deposits.
- 3.64 Increased minimum rental payments.
- 3.65 Increased County insurance requirements, including business interruption insurance.
- 3.66 Costs for County lease assignment reviews.

4. Time Frame for Lease Extension

Will be tied to resolving transportation requirements established in the LCP.

APPENDIX B

Adopted 3/21/95

PROCESS FOR MANAGING LEASE EXTENSION PROPOSALS

The Board of Supervisors of the County of Los Angeles (Board) has approved an amendment to the Marina del Rey Local Coastal Plan (Amended Plan) allowing for an increase in development density in Marina del Rey. The Amended Plan divides the Marina into 14 Development Zones (DZs), each containing several leaseholds, with development potential being allotted by DZs, rather than by individual parcels. The Amended Plan must be reviewed and approved by the California Coastal Commission (CCC) to become effective.

In order to encourage timely redevelopment during this process, the Department of Beaches and Harbors (Department) is willing to enter into negotiations for extending the terms of current ground leases with interested lessees and/or other interested parties, but will not submit a "Memorandum of Understanding for Lease Extension" (MOU) to the Board until after the CCC's adoption of the Amended Plan. Two or more lessees may compete for development potential within a given DZ.

All lease extension negotiations will require the payment of an application fee to fully cover the Department's costs to analyze the applicant's proposal. Once general agreement is reached, an MOU will be prepared for submission to the Small Craft Harbor Commission (SCHC) for review and to the Board for approval. The MOU will outline the basic terms to be further negotiated as a part of a lease extension amendment (Lease Extension Amendment).

Upon Board approval of this MOU, the lessee will pursue a Coastal Development Permit (CDP) and other entitlements through the Department of Regional Planning (DRP). Once these entitlements are issued, the Department will enter into good faith negotiations with the lessee for a Lease Extension Amendment that will be based upon the terms set forth in the MOU.

In order to provide an opportunity for all interested parties, the Department will require each applicant to abide by the following process:

PROCESS

Informal Meeting

Prior to submitting a formal proposal, the lessee should request meetings with the Department and the DRP's "One-Stop" processing center. The Department will outline the County's financial/planning goals for Marina del Rey, and the DRP will clarify whether or not the proposed project is within the parameters of the Amended Plan and will help the lessee understand the various steps and procedures required by the permit process. No fees will be assessed by either department for these initial meetings.

Proposal Submission

If the lessee chooses to proceed with the Project, ten copies of a proposal shall be submitted to the Department. The proposal shall be responsive to the Board-approved Marina del Rey Lease Term Extension Policy (Attachment 2). In addition, the applicant shall submit:

- A. A description of the proposed project.
- B. A description of the entitlements required to complete the project. If the required entitlements are in excess of the development potential for the DZ, the applicant shall detail its plan for securing increased entitlements. It should be noted that if an applicant's proposal requires further substantial amendments to the Amended Plan, an MOU will not be forwarded to the Board prior to approval of these additional amendments to the CCC.
- C. The basis for leasehold valuation.
- D. Evidence of financial and physical feasibility of the proposed project.
- E. The Department's initial fee of \$10,000 as a deposit against its costs of reviewing, negotiating and preparing the MOU and Lease Extension Amendment documents. This fee is payable upon submission of a proposal. Additional funds may be required to ensure that all of the Department's costs are recovered. Any unexpended funds will be refunded to the applicant.

MOU Negotiation

Once the proposal is received, the Department will review the proposal and coordinate the appropriate meeting(s) between the lessee and County staff and/or its consultants to clarify the terms of the proposal – primarily its financial, planning, and legal aspects. Upon clarification, the Department will negotiate in good faith to reach agreement on an MOU that the Department can recommend to the SCHC and the Board.

Notice to Other Lessees

Upon receipt of any proposal requesting development potential permitted under the Amended Plan, the Department will notify all other lessees in the affected DZs that such a proposal for use of that potential has been received. If any other lessee has an interest in submitting a competing proposal, the Department should be notified in writing within 30 days so that the Department can schedule initial meetings with the interested party.

It is the intent of the Department to select the best proposal for use of the development potential within each DZ. Therefore, the Department may negotiate simultaneously with two or more lessees seeking the same entitlement within the same DZ, but only one MOU will result from such negotiations.

Rejected Proposals

If the Department rejects a proposal, it will forward its comments to the Board by memorandum, with copies going to the SCHC and the applicant. The applicant's proposal and a summary of analyses performed by staff or outside consultants will be attached to the memorandum.

Process After MOU Execution By the Board

After the Board and applicant have executed an MOU, the applicant should secure a CDP and all required entitlements. Once all permits and entitlements are secured, the Department will enter into good faith negotiations on a Lease Extension Amendment based on the MOU. The proposed Lease Extension Amendment will be forwarded to the SCHC for its review and to the Board for its consideration. If the Department and lessee cannot agree upon the terms of the Lease Extension Amendment, or if the Board rejects such Lease Extension Amendment, the Department may reopen negotiations with other interested parties.

Parcels Not Currently Under Long Term Leases

After the Amended Plan is approved by the CCC, the Department will seek lessees for development of certain Marina del Rey parcels not currently under long-term leases. If the same development potential within a DZ is sought by a prospective as well as a current lessee, the Department will recommend an MOU to the SCHC and the Board with the party which it determines offers the best overall proposal to the County.

APPENDIX C

Coordination with Lease Extension Proposals

DEFINITION OF A "COMBINED PROJECT"

Certain proposals may include plans for combining RFP parcels and existing leaseholds into a single development project. Such a project is termed a "Combined Project." A Combined Project is a project that aggregates one or more RFP parcels together with one or more other parcels with existing leases into a single, unified development project. In order to clearly distinguish proposals that contain a Combined Project, all respondents submitting a Combined Project must label any response document with the subtitle "COMBINED PROJECT."

ADDITIONAL REQUIREMENTS FOR PROPOSALS THAT INCLUDE LEASE EXTENSIONS

If applicable, please provide the following information for proposals that include development on parcels for which a lease extension is requested.

- Proposed extension fee, which should be calculated in accordance with current County policy. For further explanation, please refer to Item 4 of the document titled POLICY STATEMENT: Leasehold Term Extension - Marina del Rey, incorporated as Appendix A.
- Detailed plan for any existing structures that are to remain or are to be rehabilitated, including assurances that the leasehold will maintain a strong competitive position in the market for these existing or rehabilitated facilities for the duration of any extended lease.
- Lease extensions and associated new leases must have a common expiration date.
- Rent structure on retained or reconstructed improvements, if any.
- Evidence of site control: if proposing entity is in any way different from current lessee, even if lessee is a partial owner, please provide a copy of any contractual arrangement as well as the amount and character of consideration to current lessee.
- County Recovery of Lease Extension Costs

The County will recover its processing costs and costs of any required appraisal in accordance with the provisions of AMS and its adopted lease extension policies. For further explanation, please refer to the document titled Process for Managing Lease Extension Proposals, dated 3/21/95 and incorporated as Appendix B.

SINGLE, UNIFIED PROPOSALS MUST INCLUDE BOTH RFP AND RELATED LEASE EXTENSION DATA

Respondents submitting a Combined Project are not required to submit separate RFP and lease extension proposals and should file a single, unified proposal.

While respondents should submit a single, unified proposal for their Combined Project and thereby eliminate duplicating information that overlaps in the RFP and lease extension proposal, respondents must assure that all necessary project and financial data are included.

The following checklist identifies key sections in the RFP document and related lease extension information that will assist the respondent in assembling the required information.

- Appendix A, Policy Statement: Leasehold Term Extension – Marina del Rey
- Appendix B, Process for Managing Lease Extension Proposals
- Appendix C, Coordination with Lease Extension Proposals
- Related lease extension information, namely:
 - a) Identification of leased properties
 - b) Proposed ownership and operation
 - c) Lease extension terms proposed
 - d) Summary of key elements in associated response to RFP

RESPONSIBILITY FOR LEASE EXTENSION DOCUMENTATION

While an effort has been made in this document to identify the major technical elements needed in the response to this RFP, all lease extension respondents should read all applicable documents in their entirety and are responsible for meeting all requirements set forth in the County Lease Extension Policy, which is included as an attachment to this RFP.

TIMING OF LEASE EXTENSION EXPIRATION

Lease extensions and associated new leases must have a common expiration date.

TREATMENT OF RETAINED LEASEHOLD IMPROVEMENTS

As a general rule, the County expects full redevelopment of all leaseholds for which lease extensions are granted or development proposals are awarded. Neither existing land nor water improvements are to be retained. All existing improvements, whether situated on parcels subject to this RFP or on adjacent or nearby parcels as a part of a Combined Project response to this RFP, should be completely replaced with new or fully reconstructed improvements.

However, if any existing structures are to remain, the respondent must provide the same detailed information for each class of retained improvements. Any proposal to retain leasehold improvements must explain how the respondent plans to assure the County that these structures will remain competitive for the full duration of the lease term.

SUBMITTAL OF ALTERNATE PROPOSALS

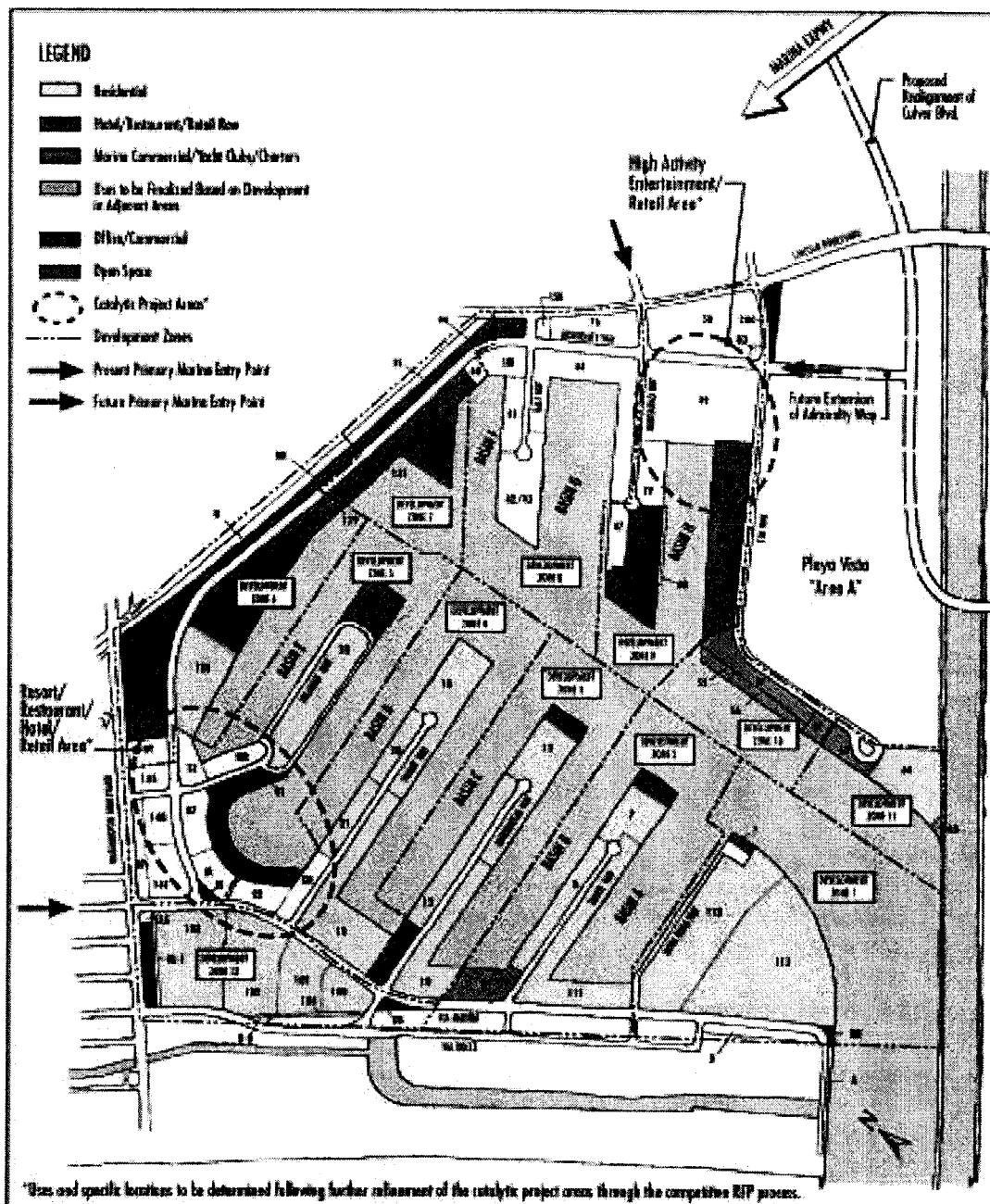
Respondents may desire that alternative RFP proposals on a given parcel(s) receive consideration in the event their Combined Project is rejected. The County will consider such provided the respondent's alternate proposal is submitted in a separate document and is labeled with the subtitle "ALTERNATE PROPOSAL." Alternate Proposals:

- Must be completely self contained;
- May not include references to any outside documents; and
- Must be turned in on the same submission schedule as all other proposals.

APPENDIX D

Asset Management Strategy (AMS) Map

Marina del Rey Asset Management Strategy Land Use Designations and Development Zones



*Uses and specific locations to be determined following further refinement of the catalytic project areas through the competitive RFP process.

Note: For the Local Coastal Program, all new projects located on waterfront parcels shall provide public pedestrian promenade adjacent to bulkheads. Development Zone 13 contains only the parkway along Hip Way. Development Zone 14 contains parcels 51 and 200. Development Zones 13 and 14 are not diagrammed above. 02/12/01

APPENDIX E

Entitlement Matters

Overview of Marina del Rey Entitlements

A major element in the application and development process will be treatment of entitlement issues, since modification of existing entitlements through an LCP amendment will likely be required. A brief overview of LCP/Regional Planning/Coastal Commission Requirements is thus set forth below.

Respondents should be aware that respondents might be subject to a wide range of conditions not contemplated in this RFP in connection with obtaining entitlements for a proposed project. As circumstances dictate, DBH will participate in LCP, Regional Planning and other necessary regulatory proceedings, however, while the County is a necessary co-applicant, sponsoring and obtaining LCP amendments and/or other regulatory approvals is the sole responsibility of the successful proposer.

The March 1996 LCP Amendment for Marina del Rey marked several changes in the land use regulation of the Marina. Broadly speaking, these changes addressed four critical issues. They are as follows:

- (1) Height limitation zones were established to limit development on individual parcels;
- (2) View corridor requirements were established so that views of the water would be preserved;
- (3) Entitlements for additional development were, with only a few exceptions, allocated among a series of 12 Development Zones (DZs) rather than assigned to individual parcels; and,
- (4) Aggregate development in the Marina as well as development within each DZ was regulated by the allocation of p.m. peak hour traffic trips with a total of 2,750 such traffic trips being allocated to all additional development within the Marina. The allocation of trips and traffic planning was the primary factor in using DZs as a device for allocating additional entitlements.

Prospective Entitlement Processing

Proposals that are fully consistent with the existing designations and regulations contained in the LCP will require review by the Design Control Board for design features, as well as issuance of a Coastal Development Permit and all other normal ministerial and other reviews and approvals associated with obtaining a building permit and other code compliance. However, depending on the specific nature of the proposal, other discretionary land use entitlements, such as a Conditional Use Permit, may be required. Any project that requires a change in the LCP will require an LCP amendment. Prior discussions with representatives of the Los Angeles County Regional Planning Department familiar with the LCP indicate that projects requiring the interchange or movement of entitlements from adjacent DZs may not present the same challenge in achieving approvals as may be required for more extensive changes. Land use changes to marine commercial uses, which are likely the emphasis of any changes involved in the

project, are likely to be viewed favorably in light of Coastal Commission policies so long as high priority uses (e.g. boating, public parking, etc.) are protected or relocated. The process by which such amendments would be processed is outlined below and involves approval by both the California Coastal Commission and the County of Los Angeles.

Outline of General Entitlement Process

- Review by DBH Design Control Board
- Prepare Application(s) for Entitlements including Coastal Development Permit
- Submit to Los Angeles County Regional Planning Department
- Environmental and Permit Review Process
- Public Hearings at Los Angeles County Regional Planning Commission
- Planning Commission Decision
- Additional Public Hearing/Board of Supervisors Decision
- Additional Public Hearing/Coastal Commission Decision
- Additional Review by DBH Design Control Board

County Role in Seeking Modifications to Zoning or LCP

Selected applicants with proposal concepts that require amendments to current zoning and/or the LCP will have the responsibility for obtaining such amendments. The County, in issuing this RFP, makes no representations that such modifications will in fact be obtained or that, in obtaining them, the developer may not be subject to a wide range of conditions and requirements not described in the LCP.

DBH will make available its best understanding of the origins of the policies embodied in the current LCP and zoning and prior interpretations of these policies in connection with earlier entitlement processing, and will, to the extent that DBH does not see any conflict with its long term asset management growth objectives, consent to and support the required applications in the entitlement process. In addition, DBH will identify key staff members with whom to consult at both the California Coastal Commission and the Los Angeles County Regional Planning Department.

Any assistance provided by the County in its proprietary capacity shall be without prejudice to exercising its powers and rights in its governmental capacity.

LCP/Regional Planning/Coastal Commission Requirements

The RFP references the requirements regarding entitlements imposed by the LCP, including the required reviews by the County's Design Control Board, Regional Planning Department, reviews associated with code compliance and building permit issuance and the involvement and review by the California Coastal Commission in appropriate circumstances.

The RFP makes it clear that applicants are responsible for obtaining all necessary entitlements and permits from appropriate County and/or state agencies and that any proposal that requires an LCP amendment should be discussed with a representative of the Regional Planning Department familiar with the LCP.

The provisions of the LCP regarding allocation of entitlements, view corridor requirements, building height limitations and limitations on both aggregate development in the Marina and development within each DZ are also discussed and an outline of the general entitlement process is presented.

In addition, applicants should be aware that the LCP, planning agencies and other state, regional and/or local authorities might impose a variety of other conditions and/or fees related to proposed development projects. In appropriate cases, these matters may include, but are not limited to the following:

- Traffic impact fees
- School impact fees to Los Angeles County Unified School District
- Fish & Game Department fees
- Mitigation monitoring fees
- Sewer impact fees
- Park impact fees
- Hostel impact fees (hotel/motel development)

The LCP also imposes an "Improvement Phasing Schedule for Internal Category 1 Improvements" which provides that certain specified road improvements must occur in phases coinciding with new development so that no new development is occupied before construction of improvements which would mitigate the same amount of impact such development has on traffic within Marina del Rey.

In addition, the LCP imposes an "Improvement Planning Schedule for certain Sub-regional Traffic (Category 3) Improvements". In general, these provisions require that if the traffic trips generated by new or intensified Marina development, along with other previously approved development, exceed 50% of the total anticipated additional external trips to be generated by new or intensified Marina development, additional development that generates external trips shall not occur until certain traffic improvements which mitigate those trips has been approved and funded by the appropriate agencies.

To date, only minimal new development has been fully approved. However a number of new development proposals are either in negotiation and/or have entered the entitlement process. If a substantial number of the projects currently in negotiation are eventually granted entitlements at their maximum requested levels, the 50% limit may be attained and any new projects that may generate additional external trips will not be permitted to move forward until the above reference traffic improvements have been approved and funded.

The requirements discussed in the preceding two paragraphs relating to required Category 1 and Category 3 traffic improvements are independent of other LCP requirements and all new developments, regardless of their status relating to the 50% threshold or other traffic improvement or phasing requirements, are still subject to all provisions regarding payment of traffic impact fees and other appropriate conditions and/or fees relating to proposed projects.

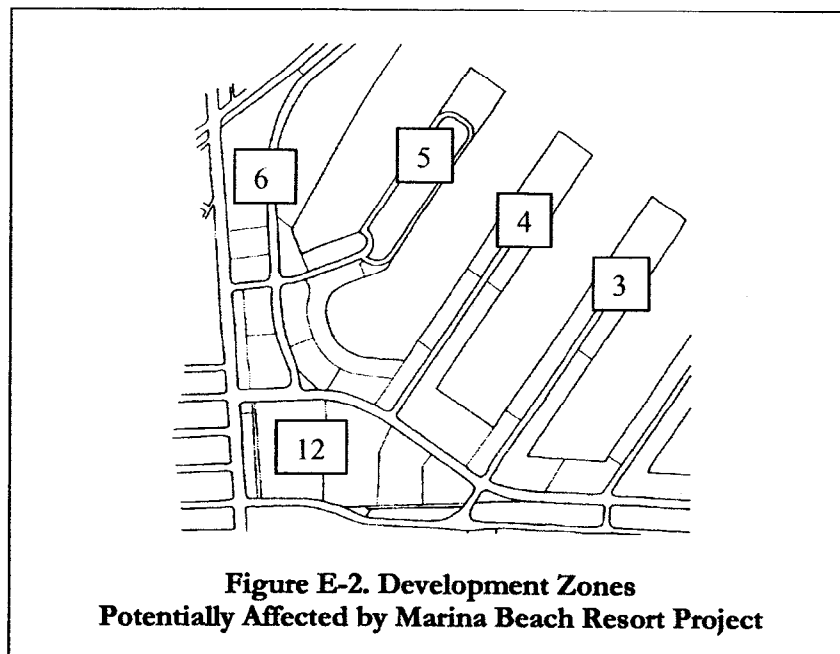
Potential proposers are advised to consult with Regional Planning Department representatives familiar with the LCP in order to assess the terms and conditions which may be imposed upon construction and occupancy of proposed development and for advice regarding any permits, fees or other requirements which may impact their projects.

Development Zones Affected by the Project

Depending on the proposed development program, the amount of entitlements necessary to complete a proposed project may vary. As shown in Figures E-1 and E-2 below, two or more development zones may be impacted by the Marina Beach Resort project.

Figure E-1

<i>Parcel</i>	<i>Development Zones Affected</i>
GR	DZ-4
IR, NR	DZ-5
Nearby parcels	Possibly DZs-3, 6 and 12
Other parcels	Possibly DZs-1-14



Parcel Area and Height Limits

As shown in Figure E-3 below, the total project area consists of land area of over 6.5 acres, with no water area, although each parcel does include beach and/or water frontage. Site-specific land use restrictions on each of the three RFP Parcels limit construction to 45-foot in height, while requiring provision of a 20 percent view corridor.

**Figure E-3. Land Area, Frontage, Height Limits and View Corridor
of Marina Beach Resort Project Parcels**

<i>Parcel</i>	<i>Land Area</i>	<i>Water Area</i>	<i>Water Frontage</i>	<i>Beach Frontage</i>	<i>Height Limit – Base Case (20 percent view corridor)</i>	<i>View Corridor Bonus Available?</i>
GR	2.39 acres	None	230 feet	186 feet	45 feet	No
IR	2.42 acres	None	None	390 feet	45 feet	No
NR	1.72 acres	None	530 feet	None	45 feet	No

Land Use Designation and Entitlement Matters Relating to Each Parcel

As shown in Figure E-4 below, the existing land use designation on each RFP parcel is Parking. To illustrate the existing mix of uses in the vicinity, the land use designation of each contiguous parcel is also shown.

**Figure E-4. Existing Land Use Designation (Zoning)
of Marina Beach Resort RFP Parcels**

<i>RFP Parcel</i>	<i>RFP Parcel Land Use Designation</i>	<i>Land Use Designation of Contiguous Parcels</i>
GR	Parking	21: Marine Commercial, Water, Waterfront Overlay Zone 22: Hotel, Waterfront Overlay Zone
IR	Parking	22: Hotel, Waterfront Overlay Zone 27: Hotel, Waterfront Overlay Zone
NR	Parking	28: Residential III, Water, Waterfront Overlay Zone 33: Visitor-serving Commercial, Water, Waterfront Overlay Zone

In order to accommodate the proposed Marina Beach Resort project uses, the current zoning for each parcel will likely have to be changed through an LCP Amendment to add the designation “Waterfront Overlay Zone” or, if residential mixed use is proposed on Parcel NR, “Mixed Use Overlay Zone.”

Public Amenities

Since attracting visitors is an important goal of this RFP, it is expected that each proposal will include plans for a new waterfront promenade. Moreover, the LCP requires that a 28-foot wide pedestrian promenade be provided and maintained along the bulkhead. More specific design recommendations for a promenade can be found in draft design guidelines, “The Marina Walk,” which is contained in the information packet available for purchase from DBH.

The County envisions facilities that provide public amenities designed to serve the needs of both the users of the facility and visitors to the Marina. Examples of such facilities include public restrooms, seating areas, waterfront viewing areas, pedestrian walkways to parking facilities, pedestrian connections to Marina Beach and neighboring parcels, security kiosks, night lighting, wading pools for small children, electronically controlled water features, public bus stops, taxi loading areas, charter bus drop-off stations, bicycle racks and sidewalks, which serve the additional purpose of encouraging non-vehicular transportation as contemplated in the LCP. Accommodations for disabled persons will be required as a matter of conformance to the Americans with Disabilities Act, thereby encouraging the use of the facility by the most diverse population possible. The County considers these important features to help activate public access to the waterfront and stimulate connections to other Marina public facilities and leaseholds. Proposers are urged to consider creative solutions take advantage of the unique features of each RFP Parcel. For instance, the slope of Parcel NR will likely require a multi-level architectural solution that integrates ADA-compliant access at the street level with similar access along the waterfront promenade.

Public Parking

The conversion of waterfront parking lots into Marina redevelopment projects is a stated matter of policy. In order to increase the efficiency of replacement parking, the County has made arrangement for a replacement parking structure to be located on Parcel 21. As shown in Figure E-5, each parcel contains a number of existing public parking spaces that must either be retained onsite or relocated nearby, as described in the LCP.

Figure E-5. Existing Public Parking on Marina Beach Resort RFP Parcels

<i>RFP Parcel</i>	<i>Public Parking Spaces</i>
GR	264
IR	216
NR	191

In the course of planning for the replacement of existing parking spaces, proposers are advised to consider creative solutions to implementing onsite parking that will further the goals and ultimate aim of this RFP. Examples of such creative solutions include the placement of underground parking lots beneath existing facilities (to the extent allowed by engineering standards), or the placement of small commercial operations along the street level of proposed parking structures.

Available Entitlements

Availability of entitlements for additional new development in Marina del Rey are subject to an ordered process of receipt that grants early respondents to County development solicitations priority over proposals that are received subsequently. The County has issued several sets of redevelopment solicitations since 1998 and has received authorization for exclusive negotiations with a number of successful proposers. As shown below in Figure E-6, per the 1996 amendment to the LCP, the County has a limited amount of available entitlements in the two development zones in which the RFP Parcels are located.

Figure E-6. Entitlements Available by Development Zone*

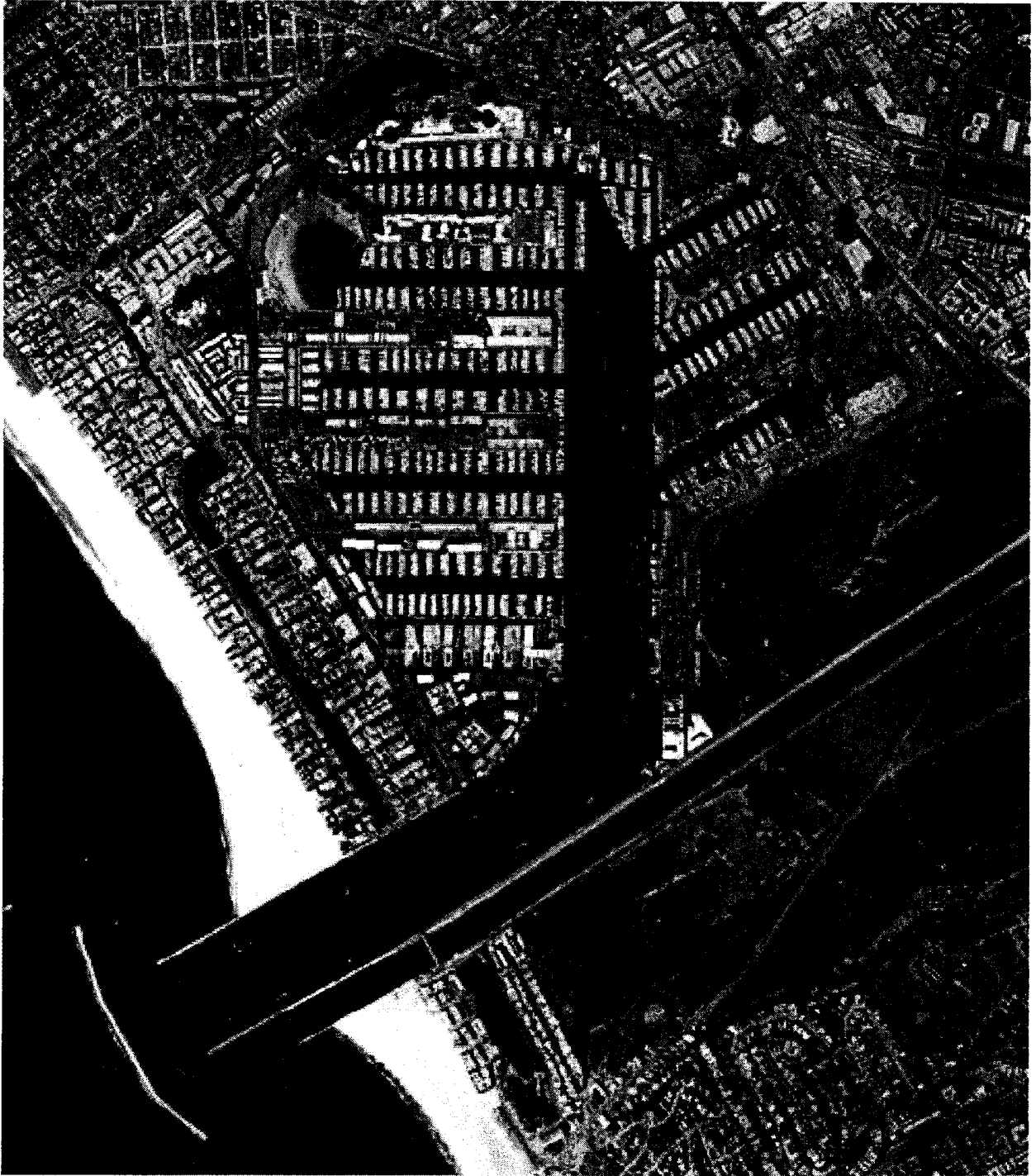
<i>Development Zones</i>	DZ 4 Panay Way	DZ 5 Palawan/Beach
<i>Residential units</i>	182 dwelling units 15 congregate care units	180 dwelling units
<i>Hotel Rooms</i>	None	200 hotel rooms or motel units
<i>Visitor-serving Commercial</i>	10,000 s.f. retail	42,000 s.f. retail and 410 restaurant seats
<i>Total Trips Available (after conversion)</i>	89 trips, less approved projects	443 trips, less approved projects

*Source: *Marina del Rey Land Use Plan*, Certified by the California Coastal Commission February 8, 1996, pages 8-15 ff.

Since the date of the compilation of the above table, the County has entered into negotiations for projects that, if completed, will utilize a number of the available hotel, residential, retail and other entitlements in DZs 4 and 5. However, additional entitlements in adjacent and nearby DZs remain available and the County will join with selected proposers in seeking an amendment to the LCP should it become necessary to aggregate trip allocations from neighboring development zones to allow for the proposed development. As the actual mix of retail and restaurant space may vary with individual project plans, the table represents a simplified representation of available entitlements and proposers are advised to consult the LCP and appropriate County officials for more precise information on available entitlements.

APPENDIX F

Aerial Photograph of Marina del Rey



APPENDIX G

Contents of Proposal

SECTION 1 - DEVELOPMENT CONCEPT

a) Overall Approach

Please submit a brief (one page maximum) narrative description of your vision and approach to the development of the proposed Marina Beach Resort project. The description should include summary statements of the key design features, operational strategies, target markets and financial assumptions needed to successfully construct and operate the Marina Beach Resort project.

b) Design Description

Please submit a summary building program and description of the improvements to the Marina Beach Resort Project Site. Development teams should submit an narrative description of the buildings and other uses on the site, the locations of the building(s) and other uses, the estimated square footage devoted to each building and the approximate building footprints.

c) Preliminary Site Plan

Please submit a preliminary site plan that visually illustrates the Design Description as described above. While a detailed and precise completed site plan is not required at this time, a preliminary site plan is necessary to properly evaluate each proposal.

d) Design Graphic

Please submit at least one graphic image, in color, of the exterior of the proposed Marina Beach Resort facility. The graphic may be in the form of a draft perspective, elevation, or other form of pictorial rendering that will demonstrate the visual character of the design and the resulting building mass. While a detailed and precise completed elevation is not required at this time, a preliminary design graphic is necessary to properly evaluate each proposal.

SECTION 2 - PROJECT TIMETABLE AND CRITICAL ENTITLEMENT ISSUES

The proposal should include a general, but complete development timetable showing the various planning and entitlement steps, construction duration, estimated starting period and any future phases contemplated. A general outline of the entitlement process is provided in the Appendix. As to acquiring the entitlements necessary for execution of the proposed development plan, please provide a narrative description of the issues the proposer has identified as critical. Also, please be sure that the timetable of approximate dates for obtaining these entitlements is realistic – in requesting both the narrative and timetable, the goal of the County is to assess the proposer's understanding of the entitlement process rather than solicit an impossibly tight schedule for this process.

SECTION 3 - COST ESTIMATE

For each component of the proposed development, please include an estimate of development costs and a consolidated cost estimate.

SECTION 4 - FINANCIAL PROPOSAL AND PROJECTIONS

Please provide a description of proposed lease terms including a suggested minimum and percentage rents for the entire project and the basis for periodic adjustments of minimum rents and percentage rents. Also provide preliminary development pro formas and estimates of the operating and projected County revenues for the first 10 years of project operation. Please submit this information in the format specified in the Appendix, which is also available online. Developers may use Microsoft Excel or a similar program to model their financial projections. The County appreciates receiving both financial projections and cost estimates on disk (or by email) in addition to the hard copy format submitted with the proposal.

SECTION 5 - DEVELOPMENT TEAM INFORMATION, PAST EXPERIENCE (FOR EACH COMPONENT) AND FINANCIAL INFORMATION**a) Identification of Development Team**

As more specifically described below, the name, address, and principal contact for the development team should be provided. Should your proposal include a joint venture, similar information should be submitted for other key members of your development team, including financial partners and other team members. Please include an organizational chart reflecting the roles and responsibilities of the Development Team. Resumes of key team members, any relevant brochures describing your company and its operation, history and projects, as well as and other relevant information for the key members of your team, should also be included in your submission.

Specifically, your submission should include the following information:

Lead Development Team

Provide an overview of your firm including the number of years you have been in business, the firm's development focus, parent company relationship, the number of professionals and location offices in the Los Angeles region for the County's project, and the identity of key members of the lead development firm.

In addition, you should illustrate the organization of the lead development firm for your proposed team and provide resumes of managing partner and project manager for the County's project and a description of the role of the top three members of your firm.

Describe in detail the level of commitment the proposed executive in charge and project manager for the County's project. It is imperative that all respondents identify the executive in charge and project manager for this project and specify the duration of the development and predevelopment phases.

The Proposed Multi-Disciplinary Team

The County does not require the lead developer to formalize its relationship with each team member, but to provide one to three alternatives that your firm is likely to contract with if selected. This includes at a minimum:

- Architect and Construction Company or Design/Build Firm
- Facility Operator

Optional team members may include:

- Civil Engineer
- Traffic Planner
- Landscape Architect
- Financial Consultant
- Property Manager

b) Experience with developments similar to the project proposed

Please indicate the following information for three recent projects with which the lead developer has been involved:

- Project name;
- Location;
- Size and configuration (e.g., number of hotel units, amenities and parking, etc.);
- Approximate cost;
- Date opened;
- Approximate current market value, occupancy rate and average monthly storage rental rate;
- Ownership pattern (e.g., build and hold; build and sell; develop only; etc.);
- Financing structure; and
- References for private and public sector parties involved in the project, including phone numbers.

To the extent that the lead developer expects the County to rely on the credentials of any certain team member other than the prime developer, please provide the information requested above for those team members. The specific project references should preferably be ones on which the team member worked with the lead developer.

The proposer may wish to mark some information, such as financial statements, as "CONFIDENTIAL" or "PROPRIETARY." As such, it will be treated by the County in accordance with the California Public Records Act, as detailed in the Appendix.

SECTION 6 - STATEMENT OF FINANCIAL QUALIFICATIONS AND RESPONSIBILITY OF DEVELOPER

Please indicate the following information:

- Name, address, telephone and fax numbers of the responsible party;
- Is the developer a subsidiary of, or affiliated with, any other corporation, corporations, partnerships or firms? If so, please specify. If the developer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary;
- Names and addresses of three financial references, including a primary bank;
- Has the developer entity or its officers, principal members, shareholders or investors, or any of its parent, subsidiary or affiliated entities or other interested parties been adjudged bankrupt, either voluntary or involuntarily, within the past ten years? If so, explain; and
- Is there pending litigation against the developer entity or its officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain.
- Financial statements for the previous three years for the proposed entity with whom the County will contract.

SECTION 7 - DISCLOSURE OF BENEFICIAL OWNERSHIP

The developer must indicate the names of all beneficial owners of 5% or more of the proposed lessee entity; corporate names will not suffice.

SECTION 8 - OTHER REQUIRED FORMS

Proposer must complete a Financial Information Release Authorization form, a Firm/Organization Information form and a CBE Sanctions form as provided in the Appendix.

SECTION 9 - ADDITIONAL REQUIREMENTS FOR PROPOSALS WHICH INCLUDE LEASE EXTENSIONS

Respondents wishing to submit proposals that include existing Marina del Rey leaseholds must provide an additional, separate section that includes information as described in Appendix C, "Coordination with Lease Extension Proposals."

APPENDIX H

Selected County Contract Terms and Conditions

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

Proposers will assure they will comply with subchapter VI of the Civil Rights Act of 1964, 42 USC Section 2000a through 2000e (17), to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under any contract granted by the County nor any project, program or activity supported by any such contract.

COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

Each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010 retained by any Proposer hereunder, shall full comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

GRATUITIES

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision or the consideration may secure more favorable treatment for the Proposer in the award of a contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not give, either directly or indirectly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a contract.

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Contractor require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff after the effective date of this Contract.

LOBBYISTS

Each County Lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of any County Lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

APPENDIX I

Financial Information Release Authorization

Contact Person
Financial Institution
Address

Dear _____,

(Proposer's or appropriate name) has submitted a proposal to the County of Los Angeles to enter into an option and or ground lease for the purpose of development of certain real property in Marina del Rey, California. As part of the screening process, the County may need to contact you about our banking relationship. I (we) authorize you to provide the County or its consultants with the information they require, with the understanding that all information provided will be kept confidential to the extent permitted by law.

Sincerely,

APPENDIX J

CBE Forms

(attached)

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM**FIRM/ORGANIZATION INFORMATION**

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR ' 23.5.

I. TYPE OF BUSINESS STRUCTURE: _____

(Non-profit Corporation, Partnership, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II thru V and fill in the name of the firm and sign on page 2.

II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____**III. RACE/ETHNIC COMPOSITION OF FIRM** (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				
American Indian/Alaskan Native				
Filipino American				
White				

IV. PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES Is your firm currently certified as a minority, women owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

CBE SANCTIONS

It's the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any county contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person=s or business=s suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person=s or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm _____

Signature _____

Title: _____ Date: _____

APPENDIX K

Notice to Proposers Regarding The California Public Records Act

RESPONSES TO BECOME PUBLIC RECORDS

Responses to this RFP become the exclusive property of the County of Los Angeles. At such time as the Department recommends a proposer to the Board of Supervisors and such recommendation appears on the Board agenda, all materials submitted in response to this RFP become a matter of public record and shall be regarded as public record except as indicated below.

DESIGNATION OF CONFIDENTIAL INFORMATION

The County will recognize as confidential only those elements in each proposal which are trade secrets as that term is defined in the law of California and which are clearly marked as "TRADE SECRET", "CONFIDENTIAL," or "PROPRIETARY." Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind the County to protect the designated matter from disclosure.

COUNTY NOT LIABLE FOR REQUIRED DISCLOSURE

The County shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked "TRADE SECRET," "CONFIDENTIAL," OR "PROPRIETARY," or if disclosure is required by the California Public Records Act or by an order of any court of competent jurisdiction.

APPENDIX L**Project Summary Form**

(attached)

In reviewing proposals submitted in response to this RFP, Department staff and Consultants will prepare a comparison chart summarizing the proposals. This form is intended as an aid to the Department in completing such a chart. Final wording in the comparison chart will be that of the Department and its consultants.

The following worksheets are provided to illustrate the format that respondents will be required to submit with their completed proposals. The Department will provide a set of completed worksheets at the Proposer's Conference. Current electronic versions of these forms will be available for download at the Department's web site at:

<http://beaches.co.la.ca.us>

Completed electronic files must be submitted to the County on disk as well as in hard copy format.

Please See Instructions at
End of Document**Project Summary Form - _____ Parcels**

	Response Information	References to Page Numbers in Proposal
APPLICANT IDENTIFICATION (a) Proposal Cover Name (b) Applicant (c) Contact Name, Address, Phone (d) Developer (e) Lease Holder (f) Property Manager (g) Financial Partner (h) Architect (i) Operator (j) Type of Response (/ Retail & . / etc.)		
1. Development Concept 1.1 Parcel Use 1.1.1 Parcel ____ (Specify) 1.1.2 Parcel ____ (Specify) 1.1.3 Parcel ____ (Specify) 1.1.4 Parcel Number for Current Leasehold 1.1.5 Use for Current Leasehold Parcel 1.1.6 Structured Parking (# of Spaces) 1.1.7 Surface Parking (# of Spaces) 1.1.8 % of Project Area for Open Space 1.1.9 Public Use Elements		
1.2 Description of Proposed 1.2.1 Type and Projected Rating 1.2.2 Total Rooms (Keys) 1.2.3 Average Room Size (S.F.) 1.2.4 Average Daily Room Rate 1.2.5 Banquet and Meeting Space (S.F.) 1.2.6 Total Building Size (S.F.) 1.2.7 Interior and Exterior Amenities		
1.3 Description of Proposed s 1.3.1 Total Units 1.3.2 Unit Mix 1.3.3 Average Unit Size (S.F.) 1.3.4 Average Monthly Rent 1.3.5 Average Monthly Rent per S.F. 1.3.6 Interior and Exterior Amenities		
1.4 Description of Proposed Retail / Restaurant 1.4.1 Total Square Footage - Retail 1.4.2 Total Square Footage - Restaurant 1.4.3 Anchor Tenants - Retail 1.4.4 Tenant Mix - Retail (Boutique / Anchor) 1.4.5 Tenant Mix - Restaurant (Fast Food / Sit-Down) 1.4.6 Average Monthly Rent per S.F. - Retail 1.4.7 Average Monthly Rent per S.F. - Restaurant 1.4.8 Interior and Exterior Amenities		

Project Summary Form - _____ Parcels

Please See Instructions at
End of Document

	Response Information	References to Page Numbers in Proposal
1.5 Description of Proposed New Slips 1.5.1 Total Number of Slips 1.5.2 Number over 40 feet 1.5.3 Average Length 1.5.4 Average Monthly Rent per Lineal Foot 1.5.5 Average Monthly Rent per Slip 1.5.6 Available Parking (# of Spaces) 1.5.7 Available Parking (Type & Location) 1.5.8 Relationship Betw. Boat & Other Project Pkg.		
2. Timetable and Entitlement Issues 2.1 Timetable 2.1.1 Building Permits Issued 2.1.2 Construction Starts 2.1.3 Construction Ends 2.1.4 Date of First Occupancy 2.1.5 Date 100% Occupied 2.1.6 Phase I Begin/End (If Phased) 2.1.7 Phase II Begin/End (If Phased) 2.2 Required Changes to LCP 2.2.1 Transfer of entitlements from other DZ's 2.2.2 Change in Use of Parcel GR 2.2.3 Change in Use of Parcel JS 2.2.4 Change in Use of Parcel IR 2.2.5 Change in Use of Parcel NR 2.2.6 Change in Use of Parcel OT 2.2.7 Change in Use of Parcel LLS 2.2.8 Change in Use of Leasehold Parcel 2.3 Timetable and Special Considerations 2.3.1 Estimated Date of Filing with LARPC 2.3.2 Estimated LARPC Approval Date 2.3.3 Estimated Date of Coastal Comm. Filing 2.3.4 Estimated Coastal Comm. Approval Date 2.3.5 Special Considerations or Issues 2.3.6 Consultants, Attorneys Used (If known)		
3. Cost Estimate for Each Component 3 3.1.1 Hard Cost of Construction (Total) 3.1.2 Hard Cost of Construction (Per s.f.) 3.1.3 FF & E (Total) 3.1.4 FF & E (Per Room) 3.1.5 Soft Costs 3.1.6 Total Costs 3.1.7 Total Costs Per Room		
3.2 s 3.2.1 Hard Cost of Construction (Total) 3.2.2 Hard Cost of Construction (Per s.f.) 3.2.3 Soft Costs 3.2.4 Total Costs 3.2.5 Total Costs Per Unit		
3.3 Retail / Restaurant 3.2.1 Retail T.I.'s 3.2.2 Fast Food T.I.'s 3.2.3 Restaurant T.I.'s 3.2.4 Hard Cost of Construction (Total) 3.2.5 Hard Cost of Construction (Per s.f.) 3.2.6 Soft Costs 3.2.7 Total Costs 3.2.8 Total Costs Per S.F.		

Please See Instructions at
End of Document**Project Summary Form - _____ Parcels**

	Response Information	References to Page Numbers in Proposal
3.4 Slips 3.4.1 Hard Costs 3.4.2 Soft Costs 3.4.3 Total Costs 3.4.4 Total Costs Per Slip		
3.5 Consolidated 3.5.1 Hard Costs including FF&E 3.5.2 Soft Costs 3.5.3 Total Costs		
4. Financial Terms of Proposal Detailed information on all aspects of the financial proposal will be filled in by County staff or consultants from the financial pro forma analysis submitted in the standard format.		
5. Special Req's. for Lease Extensions 5.1 Extension Fee 5.2 Existing Improvements (if any retained) 5.2.1 Plans for rehabilitation 5.2.2 Guarantee of future performance 5.3 Term of Lease / Date of Termination 5.4 Existing Lease - Current Expiration Date 5.5 Existing Lease - Extended Expiration Date 5.6 Changes in Structure of Ownership of Existing Leasehold (if any)		
6. Development Team 6.1 Experience w/ Comparable Projects 6.1.1 COMPARABLE PROJECT #1 6.1.1.1 Project Name 6.1.1.2 Location 6.1.1.3 Size and Configuration 6.1.1.4 Approximate Cost 6.1.1.5 Completion Date 6.1.1.6 Approximate Market Value 6.1.1.7 Occupancy Rate 6.1.1.8 ADR / Mo. Rent / Slip Rent (Per L.F.) 6.1.1.9 Ownership Pattern 6.1.1.10 Financing Structure 6.1.1.11 Current Ownership 6.1.1.12 Track Record 6.1.1.13 Reference: Public Sector Party 6.1.1.14 Reference: Private Sector Party 6.1.2 COMPARABLE PROJECT #2 6.1.2.1 Project Name 6.1.2.2 Location 6.1.2.3 Size and Configuration 6.1.2.4 Approximate Cost 6.1.2.5 Completion Date 6.1.2.6 Approximate Market Value 6.1.2.7 Occupancy Rate 6.1.2.8 ADR / Mo. Rent / Slip Rent (Per L.F.) 6.1.2.9 Ownership Pattern 6.1.2.10 Financing Structure		

Project Summary Form - _____ Parcels

Please See Instructions at
End of Document

	Response Information	References to Page Numbers in Proposal
6.1.2.11 Current Ownership 6.1.2.12 Track Record 6.1.2.13 Reference: Public Sector Party 6.1.2.14 Reference: Private Sector Party 6.1.3 COMPARABLE PROJECT #3 6.1.3.1 Project Name 6.1.3.2 Location 6.1.3.3 Size and Configuration 6.1.3.4 Approximate Cost 6.1.3.5 Completion Date 6.1.3.6 Approximate Market Value 6.1.3.7 Occupancy 6.1.3.8 ADR / Mo. Rent / Slip Rent (Per L.F.) 6.1.3.9 Ownership Pattern 6.1.3.10 Financing Structure 6.1.3.11 Current Ownership 6.1.3.12 Track Record 6.1.3.13 Reference: Public Sector Party 6.1.3.14 Reference: Private Sector Party		
6.2 Credentials & References 6.2.1 Narrative on general size & borrowings 6.2.2 Financial Reference # 1 6.2.3 Financial Reference # 2 6.2.4 Financial Reference # 3		
7. Statement of Qualifications & Financial Responsibility 7.1 Is developer a subsidiary of another firm? 7.2 Has developer or affiliate ever declared bankruptcy? 7.3 Is there any pending litigation against developer or affiliates?		
8. Beneficial Ownership 8.1 Beneficial Ownership of Lessee Entity		

Note: In reviewing proposals submitted in response to the RFP, Department staff and consultants will prepare a comparison chart summarizing the proposals. This form is intended as an aid to the Department in completing such a chart. Final wording in the comparison chart will be that of the Department and consultants.

Instructions: Please respond in both the "Response Information" and "Reference to Page Numbers" columns above. Responses will be abbreviated, as approximate column width must be maintained. Only row heights should be expanded. All entries will be reviewed against the proposal itself--be sure to cite the appropriate page number in the proposal.

APPENDIX M**Financial Worksheet Formats**

(attached)

The following pro forma financial worksheets are provided to illustrate the format that proposers will be required to submit with their completed proposals. The Department will provide a set of completed worksheets at the Proposer's Conference. Current electronic versions of these forms will be available for download at the Department's web site at:

<http://beaches.co.la.ca.us>

Completed electronic files must be submitted to the County on disk as well as in hard copy format.

DEVELOPER INPUT SCHEDULE - BOAT SLIPS

ASSUMPTIONS

- 1 Land Square Footage
2 Water Square Footage
3 Stabilization Year

- Boat Slip Rental Income:
4 Slips
5 Live Aboards
6 Miscellaneous Income
7 Total

No. of Slips	Length (L.F.)	Income (per L.F.)	Total Annual Income
			\$0

- Operating Expenses:

- 8 Vacancy & Collection Allowance
9 Rental Growth Rate

- 9 Rental Growth Rate

- 10 Estimated Property Tax @ Stabilization

- 11 Utilities (\$/Yr)

- 12 Maintenance & Reserves, (% of Rev.)

- 13 Management Fee, (% of Rev.)

- 14 Other Expenses, (\$/L.F.)

- 15 Expense Inflation / Factor (Excludes Property Tax)

[illegible]

County Lease Terms:

- ### 15 Proposed Initial Term of Land/Water Lease

- 16 Total Term of Land/Water Lease Incl. Extensions

- Proposed Percentage Rent

- 17 Slips

- 18 Live Aboards

- 19 Miscellaneous

- Proposed Minimum Rent

- 20 Scheduled Minimum Rent Before Stabilization

- 21 Minimum Rent - Stabilized Year

- 22 1st Automatic Adjustment Year

- 23 Subsequent Periodic Adjustments, years

- 24 Increase Amount, % of 3 Prior Years' Avg Total Rent

[illegible]

Financing Parameters:

- 25 Year Permanent Financing Funded

- 26 Amount Funded

- 27 Interest Rate

- 28 Amortization Term

DEVELOPER OUTPUT SCHEDULE - BOAT SLIPS
--

CASH FLOW PROJECTION

	Total Income All Years	Discounted Value All Years	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Thereafter
Boat Slip Rental Income:												
Slips												
Live Aboards												
Other Income												
Gross Scheduled Revenues												
Operating Expenses:												
Vacancy & Collection												
Property Tax												
Utilities												
Maintenance & Reserves												
Management Fee												
Other Expenses												
Expense Inflation												
Minimum Rent												
Percentage Rent												
Total Operating Expenses												
Net Operating Income After Ground Rent												
NOI as % of Total Development Costs												
(-) Development Costs												
(-) Debt Service												
Net Cash Flow to Master Developer												

DEVELOPER CONSTRUCTION COSTS - BOAT SLIPS

COST COMPONENT	PER UNIT	# UNITS	MEASURE	TOTAL	NOTES
Hard Costs					
1 Demolition			Per Slip	\$	
2 Construction of Slips			Per Slip	\$	
3 Landside Facilities			Per Slip	\$	
4 Parking Construction - Surface Lot			Per Space	\$	
5 Parking Construction - Structure			Per Space	\$	
6 Landscaping			Per Slip	\$	
7 Off-Site Costs (Identify)				\$	
8 Other Hard Costs 1 (Identify)				\$	
9 Other Hard Costs 2 (Identify)				\$	
10 Contingency				\$	
11 TOTAL HARD COSTS				\$	
Soft Costs					
12 Architecture / Engineering			% of Hard Costs	\$	
13 Permits and Fees			Allowance	\$	
14 Legal, Accounting, Insurance			% of Hard Costs	\$	
15 Other Professional Services			% of Hard Costs	\$	
16 Developer / OH / Project Management			% of Hard Costs	\$	
17 Advertising and Promotion			Allowance	\$	
18 Working Capital			Allowance	\$	
19 Mitigation Costs (Identify)			Allowance	\$	
20 Loan Fees (Identify % Rate)			Calculated	\$	
21 Appraisal and Closing Costs			Calculated	\$	
22 Construction Loan Interest (Identify % Rate)			Calculated	\$	
23 Property Taxes During Construction			Calculated	\$	
24 Other Soft Costs 1 (Identify)				\$	
25 Other Soft Costs 2 (Identify)				\$	
26 Contingency			% of Hard Costs	\$	
27 TOTAL SOFT COSTS				\$	
28 TOTAL DEVELOPMENT COSTS (Rounded)				\$	

DEVELOPER INPUT SCHEDULE - RETAIL & RESTAURANT

ASSUMPTIONS

- 1 Land Square Footage
2 Water Square Footage
3 Stabilization Year

Retail/Restaurant Income - NNN

- 4 Retail Stores
5 Restaurants - Food and Beverage
6 Restaurants - Alcohol
7 Miscellaneous Income
8 Other (Specify)
9 Total

Leasable Area (S.F.)	Min. Rent Per S.F. (Stab. Yr.)	Sales Per S.F. (Stab. Yr.)	Total Annual Income	Total Annual Sales	% Rent Charged Subtenant	Break Point
			\$0	\$0	\$0	

Operating Expenses:

- 10 Vacancy & Collection Allowance
- 11 Sales Growth Rate
- 12 Rental Growth Rate
- 13 Estimated Property Tax @ Stabilization
- 14 Utilities (\$/Yr)
- 15 Maintenance & Reserves, (% of Rev.)
- 16 Management Fee, (% of Rev.)
- 17 Other Expenses, (\$/L.F.)
- 18 Expense Inflation / Factor (Excludes Property Tax)

[illegible]

County Lease Terms:

- 19 Proposed Initial Term of Land/Water Lease
20 Total Term of Land/Water Lease Incl. Extensions
21 Proposed Percentage Rent
22 Retail
23 Restaurant - Food and Beverage
24 Restaurant - Alcohol
25 Miscellaneous Income
26 Other (Specify)
27 Proposed Minimum Rent
28 Scheduled Minimum Rent Before Stabilization
29 Minimum Rent - Stabilized Year
30 1st Automatic Adjustment Year
31 Subsequent Periodic Adjustments, years
32 Increase Amount, % of 3 Prior Years' Avg Total Rent

[illegible]

Financing Parameters:

- 31 Year Permanent Financing Funded
32 Amount Funded
33 Interest Rate
34 Amortization Term

DEVELOPER OUTPUT SCHEDULE - RETAIL & RESTAURANT

CASH FLOW PROJECTION

	Total Income All Years	Discounted Value All Years	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Thereafter
Retail Income												
Restaurant - Food and Beverage												
Restaurant - Alcohol												
Miscellaneous Income												
Other Income (Specify)												
Gross Scheduled Revenues												
Operating Expenses:												
Vacancy & Collection												
Property Tax												
Utilities												
Maintenance & Reserves												
Management Fee												
Other Expenses												
Expense Inflation												
Minimum Rent												
Percentage Rent												
Total Operating Expenses												
Net Operating Income After Ground Rent												
NOI as % of Total Development Costs												
(-) Development Costs												
(-) Debt Service												
Net Cash Flow to Master Developer												

DEVELOPER CONSTRUCTION COSTS - RETAIL & RESTAURANT
--

COST COMPONENT	PER UNIT	# UNITS	MEASURE	TOTAL	NOTES
Hard Costs					
1 Demolition			Per S.F.	\$	
2 Shell			Per S.F.	\$	
7 Retail T.I.'s			Per S.F.	\$	
8 Fast Food T.I.'s			Per S.F.	\$	
9 Restaurant T.I.'s			Per S.F.	\$	
10 Landscaping			Per S.F.	\$	
4 Parking Construction - Surface Lot			Per Space	\$	
5 Parking Construction - Structure			Per Space	\$	
6 Landscaping			Per S.F.	\$	
11 Off-Site Costs (Identify)				\$	
12 Other Hard Costs 1 (Identify)				\$	
13 Other Hard Costs 2 (Identify)				\$	
14 Contingency				\$	
15 TOTAL HARD COSTS				\$	
Soft Costs					
12 Architecture / Engineering			% of Hard Costs	\$	
13 Permits and Fees			Allowance	\$	
14 Legal, Accounting, Insurance			% of Hard Costs	\$	
15 Other Professional Services			% of Hard Costs	\$	
16 Developer / OH / Project Management			% of Hard Costs	\$	
17 Advertising and Promotion			Allowance	\$	
18 Working Capital			Allowance	\$	
19 Mitigation Costs (Identify)			Allowance	\$	
20 Loan Fees (Identify % Rate)			Calculated	\$	
21 Appraisal and Closing Costs			Calculated	\$	
22 Construction Loan Interest (Identify % Rate)			Calculated	\$	
23 Property Taxes During Construction			Calculated	\$	
24 Other Soft Costs 1 (Identify)				\$	
25 Other Soft Costs 2 (Identify)				\$	
26 Contingency			% of Hard Costs	\$	
27 TOTAL SOFT COSTS				\$	
28 TOTAL DEVELOPMENT COSTS (Rounded)				\$	

PARCEL	PROJECT - CONSOLIDATED (000's)
--------	--------------------------------

Physical Parameters
 Total Land Square Footage
 Total Water Square Footage

Total Sq. Ft.	Total Acres

	Total Income All Years	Discounted Value All Years	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Thereafter
Gross Revenues												
Net Operating Income												
Boat Slips												
Retail / Restaurant												
Total Net Operating Income												
Combined Debt Service												
Net Cash Flow to Master Developer												
Unleveraged Return on Costs(ROC)												
Leveraged Return on Equity (ROE)												
County Rent												
Minimum Rents - Total												
Combined Percentage Rent												
Boat Slips												
Retail / Restaurant												
Total County Rent												
County Total Rent as a % of Gross Income												
County Total Rent as a % of NOI												

DEVELOPER CONSTRUCTION COSTS - CONSOLIDATED

COST COMPONENT	PER UNIT	# UNITS	MEASURE	TOTAL	NOTES
Hard Costs:					
1 Demolition				\$	
2 Construction			Per Room	\$	
2 Construction			Per	\$	
3 Slip Construction			Per Slip	\$	
4 Parking Construction - Surface Lot			Per Space	\$	
5 Parking Construction - Structure			Per Space	\$	
6 Landscaping				\$	
7 Off-Site Costs (Identify)				\$	
8 Other Hard Costs 1 (Identify)				\$	
9 Other Hard Costs 2 (Identify)				\$	
10 Contingency			% of Hard Costs	\$	
11 TOTAL DIRECT DEVELOPMENT COSTS				\$	
Soft Costs					
12 Architecture / Engineering			% of Hard Costs	\$	
13 Permits and Fees			Allowance	\$	
14 Legal, Accounting, Insurance			% of Hard Costs	\$	
15 Other Professional Services			% of Hard Costs	\$	
16 Developer / OH / Project Management			% of Hard Costs	\$	
17 Advertising and Promotion			Allowance	\$	
18 Working Capital			Allowance	\$	
19 Mitigation Costs (Identify)			Allowance	\$	
20 Loan Fees (Identify % Rate)			Calculated	\$	
21 Appraisal and Closing Costs			Calculated	\$	
22 Construction Loan Interest (Identify % Rate)			Calculated	\$	
23 Property Taxes During Construction			Calculated	\$	
24 Other Soft Costs 1 (Identify)			Calculated	\$	
25 Other Soft Costs 2 (Identify)			Calculated	\$	
26 Contingency			% of Hard Costs	\$	
27 TOTAL INDIRECT DEVELOPMENT COSTS				\$	
28 TOTAL DEVELOPMENT COSTS (Rounded)				\$	



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



April 3, 2003

STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director *Stan Wisniewski*

SUBJECT: **AGENDA ITEM 5d – APPROVAL OF LEASE AMENDMENT NO. 1 TO LEASE NO. 73713 – PARCEL 103T – OAKWOOD GARDEN APARTMENTS – MARINA DEL REY**

Item 5d on your agenda relates to a proposed amendment to the newly extended lease for Parcel 103T (Oakwood Apartments). A standard condition of our extended leases provides the County with the additional remedy of reverting the lease to its original shorter term unless required renovation/reconstruction is completed in a timely manner. The Oakwood lessee has completed renovations required for the removal of this reversion condition except for the required interior renovation on 20 of the project's 597 units, due to the concerns of long-term residents who prefer not to relocate to allow the interior work to be accomplished on these units.

As neither the lessee nor the County desire to displace these long-term tenants, the lessee has agreed to place 125% of the funds necessary to complete the remaining interior renovations into a County controlled escrow, with the funds to be released to the lessee as these final interior renovations are completed. In exchange, the County will agree that this fulfills the lease's renovation completion requirement and the County's reversion rights will no longer be in effect.

The attached Board letter contains a detailed explanation of the proposed amendment. Please let me know if you need further information.

SW:rm

Attachment

SCHCP.103amend040303

Fax: (310) 821-6345
(310) 305-9503 13837 FIJI WAY, MARINA DEL REY, CALIFORNIA 90292
INTERNET: <http://beaches.co.la.ca.us/>

DRAFT

April 3, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF LEASE AMENDMENT NO. 1 TO LEASE NO. 73713
PARCEL 103T (OAKWOOD GARDEN APARTMENTS) - MARINA DEL REY
(4th DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed Amendment No. 1 to Amended and Restated Lease No. 73713, Parcel 103T (the "Lease"), is categorically exempt under the California Environmental Quality Act pursuant to class 1(r) of the County's Environmental Document Reporting Procedure and Guidelines.
2. Approve and authorize the Chair of the Board to sign the attached AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE NO. 73713 PARCEL 103T MARINA DEL REY (Exhibit "A"), acknowledging deemed compliance by OAKWOOD - MARINA DEL REY, LLC, a Delaware limited liability company (Lessee), with the Lease Redevelopment Work deadline upon condition that Lessee establish and fund an escrow to complete all remaining renovation requirements on or before December 31, 2013.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 29, 2001, the Lessee, having fulfilled all required preconditions, exercised the option granted by your Board to extend its lease term and thus effect the current Lease. The Lease requires that Lessee complete all required renovations, exclusive of the

The Honorable Board of Supervisors
April 3, 2003
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replacement of all concrete walkways, windows and sliding glass doors ("Reversion Work"), prior to November 30, 2004 ("Required Redevelopment Completion Date") or the County retains the right to cause the newly extended lease term (expiration date March 31, 2042) to revert to its original term (expiration date March 31, 2022). Lessee has completed substantially all of the Reversion Work, including complete exterior facade, hardscape and landscape replacement, interior common area renovations and renovation of the meeting rooms/clubhouse building, as well as the extensive interior renovation of 577 units of the project's 597 total units. The remaining 20 units are occupied by long-term tenants who have concerns about relocating to allow renovations to these remaining 20 units to be accomplished. Lessee does not wish to displace these few remaining long-term tenants, but does desire to finalize its commitments under the Lease so as to remove the possibility of reversion of the term. Lessee has therefore proposed to deposit into an escrow account, to be controlled by the County, a sum equal to 125% of the amounts required to complete renovations to the remaining 20 units, or \$135,000, with such funds to be released as the final units are renovated. In all events, all such renovations to the remaining 20 units must be completed on or before December 31, 2013, the final completion date for replacement of all concrete walkways, windows and sliding glass doors in the project.

Implementation of Strategic Plan Goals

This recommendation is consistent with the County's Strategic Goal of Service Excellence, in that it marks Lessee's substantial completion of the required Reversion Work on or before the Required Renovation Completion Date, without requiring the displacement of long-term tenants.

FISCAL IMPACT/FINANCING

The acknowledgement that Lessee has met its obligation under the Lease to perform the required Reversion Work on or before the Required Redevelopment Completion Date has no fiscal impact as Lessee has agreed to place 125% of funds required to complete interior renovations of the remaining 20 units into a County controlled escrow account in order to assure full completion of all Reversion Work.

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Lessee and County will enter into an escrow agreement with an escrow company to be approved by the Director. The escrow company will hold the aforementioned \$135,000, which is an amount equal to 125% of the amount needed to renovate 20 two-bedroom units, and as the remaining 20 units are refurbished, will release to Lessee on a quarterly basis the sum of \$5,400 per completed unit, subject to the approval of the Director. Upon completion of the remodeling of the remaining 20 units, any surplus funds remaining in the escrow account will be released to the Lessee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The original Parcel 103T lease commenced on December 18, 1968, with an original expiration date of March 31, 2022. The Lease was extended in November of 2001 for an additional twenty years to March 31, 2042. The Lease requires, as such terms and conditions are defined in the Lease, that the Lessee substantially complete the Reversion Work, in accordance with Final Redevelopment Work Plans and Specifications on or before the deadline defined in the Lease, and in the event that Lessee fails to complete the Reversion Work by the Required Renovation Completion Date, the Lease shall be automatically amended such that the Lease term reverts to the original March 31, 2022 termination date of the Lease existing prior to the execution of the Amended and Restated Lease ("Reversion Amendment").

Lessee has agreed to deposit the sum of \$135,000, which is an amount equal to 125% of the amount required to renovate 20 two-bedroom units, in an escrow account with an escrow holder to be approved by the Director of the Department of Beaches and Harbors ("Director"), in order to assure that there are sufficient funds to complete the interior renovation of the remaining units. These escrowed funds may be withdrawn by Lessee on a quarter-annual basis, subject to the approval of the Director, as renovation of the interiors of the remaining 20 apartment units occurs, at the rate of \$5,400 for each unit completed. The work must, in all events, be completed on or before December 31, 2013.

The Amendment provides that Lessee has substantially completed the Reversion Work in accordance with the terms of the Lease, and thus the Reversion Amendment provision of the Lease becomes null and void.

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At its meeting of April ____, 2003, the Small Craft Harbor Commission _____ the Director's recommendation to execute the Agreement. The Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DECLARATION

The proposed Lease Amendment No.1 qualifies for a categorical exemption under the California Environmental Quality Act pursuant to class 1 (r) of the County's Environmental Document Reporting and Procedures and Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

Authorize the Executive Officer/Clerk of the Board to send two copies of the executed Parcel 103T Amendment No. 1 to the Department of Beaches and Harbors.

Respectfully submitted,

Stan Wisniewski, Director

SW:rm
Attachments (1)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

**AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE NO. 73713
PARCEL 103T – MARINA DEL REY SMALL CRAFT HARBOR**

THIS AMENDMENT TO LEASE ("Amendment") is made and entered into as of _____, 2003 ("Effective Date"),

BY AND BETWEEN

COUNTY OF LOS ANGELES,
hereinafter referred to as "County",

AND

OAKWOOD - MARINA DEL REY, LLC, a
Delaware limited liability company, hereinafter
referred to as "Lessee".

WITNESSETH

WHEREAS, the County and Lessee's predecessors-in-interest entered into Lease No. 14341 under the terms of which County leased to Lessee's predecessors-in-interest that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 103T, which leasehold was subsequently amended over time, and which was further amended and restated in that certain Amended and Restated Lease Agreement No. 73713, dated November 29, 2001, which leasehold premises (the "Premises") are more particularly and legally described in Exhibit "A" attached to and incorporated in the Amended and Restated Lease (the lease and all amendments, including the Amended and Restated Lease are collectively hereafter referred to as the "Lease"); and,

WHEREAS, the Lease requires that the redevelopment work, excepting for the replacement of concrete walkways, windows and sliding glass doors, specified in Section 5.1 of the Lease (the "Reversion Work") be completed in accordance with the Final Redevelopment Work Plans and Specifications on or before the Required Renovation Completion Date set forth in such Section 5.1, and in the event that Lessee fails to complete such Reversion Work by the Required Renovation Completion Date, the Lease shall be automatically amended such that the Lease term reverts to the term of the Lease existing prior to the execution of the Amended and Restated Lease ("Reversion Amendment"); and,

WHEREAS, Lessee has completed all of the Reversion Work required to be completed by the Required Renovation Completion Date, excepting interior renovations of 20 apartment units listed in Exhibit "B" inhabited by long-term residents (the "Remainder Units"), which work is otherwise not required to have been completed until November 30, 2004; and,

WHEREAS, the parties do not desire that Lessee displace the long-term tenants residing in the aforementioned Remainder Units in order to carry out the Reversion Work, and Lessee has proposed to deposit the sum of one hundred thirty-five thousand dollars (\$135,000), which sum is agreed to be the equivalent of 125% of the funds required to complete the renovation of the Remainder Units, in an escrow account controlled by the County with an escrow holder to be approved by the Director of the Department of Beaches and Harbors ("Director"), in order that funds remain available to complete the Reversion Work on the Remainder Units; and,

WHEREAS, the parties desire, subject to the establishment of the escrow account

envisioned hereby, to amend the Lease to acknowledge that Lessee has substantially completed that portion of the Reversion Work required to be completed by the Required Renovation Completion Date, and the Reversion Amendment shall be of no further force or effect and shall be considered null and void, and,

WHEREAS, the parties intend that the required renovation of the Remainder Units be completed, in any event, no later than December 31, 2013.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, and each of them, agree as follows:

1. The parties hereto agree that the Lessee is deemed in full performance of its obligations under the Lease to complete the Reversion Work by the Required Renovation Completion Date, provided that Lessee shall, upon the Effective Date of this amendment, deposit the sum of \$135,000 (the "Fund") into an escrow account controlled by the County, with an escrow provider to be approved by the County, to be withdrawn on a quarter-annual basis by Lessee, subject to the approval of the Director, as renovation of the interiors of the remaining 20 apartment units occurs, at the rate of \$5,400 for each unit completed. Upon completion of the interior renovations of all of the Remainder Units, the remaining balance of the Fund shall be released to Lessee.

2. The parties hereto agree that upon the Lessee's deposit of \$135,000 into an escrow account controlled by the County, the Lease shall no longer be subject to the Reversion Amendment and the Reversion Amendment shall become null and void with no further effect on either party.

3. The parties hereto agree that Lessee shall complete the required interior renovations of all of the Remainder Units as soon those units become available, but in no event later than December 31, 2013.

4. This Amendment No. 1 shall not relieve Lessee of its obligation to hereafter complete the Reversion Work on the Remainder Units, nor relieve Lessee of its obligation to hereafter complete the other Section 5.1 Redevelopment Work not required to be completed by the Required Renovation Completion Date.

5. Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges their respective obligations under the Lease as amended hereby.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first set forth above.

OAKWOOD - MARINA DEL REY, LLC,
a Delaware limited liability company

By: Howard F. Ruby, Manager

By: _____
Darby T. Keen, Attorney-in-Fact for
Howard F. Ruby

By: _____
James M. Klein, Attorney-in-Fact for
Howard F. Ruby

By: Edward R. Broida, Manager

By: _____
Richard D. Holt, Attorney-in-Fact for
Edward R. Broida

APPROVED AS TO FORM:

THE COUNTY OF LOS ANGELES

LLOYD W. PELLMAN
COUNTY COUNSEL

By: _____
Chair, Board of Supervisors

By: _____
Deputy

ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer of the Board
of Supervisors

By: _____

Exhibit A

ALL OF PARCELS 355 THROUGH 358 INCLUSIVE AND PORTIONS OF PARCELS 339, 347 THROUGH 354 INCLUSIVE, AND 359 THROUGH 369 INCLUSIVE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON LOS ANGELES COUNTY ASSESSOR'S MAP NO. 88, FILED IN BOOK 1 PAGES 53 THROUGH 70 INCLUSIVE OF ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY LINE OF PARCEL 370, AS SHOWN ON SAID MAP, WITH A LINE PARALLEL WITH AND 10 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE SOUTH 36 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LAST MENTIONED PARALLEL LINE 421.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 520 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 54 MINUTES 54 SECONDS, A DISTANCE OF 153.52 FEET; THENCE NORTH 53 DEGREES 59 MINUTES 07 SECONDS EAST 609.84 FEET; THENCE SOUTH 36 DEGREES 00 MINUTES 53 SECONDS EAST 24.33 FEET; THENCE NORTH 53 DEGREES 59 MINUTES 07 SECONDS EAST 246.04 FEET TO A CURVE CONCENTRIC WITH AND 47 FEET SOUTHWESTERLY, MEASURED RADially, FROM A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 810 FEET, SAID LAST MENTIONED CURVE BEING TANGENT AT THE NORTHWESTERLY TERMINUS THEREOF TO A LINE PARALLEL WITH AND 35.5 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE STRAIGHT LINE IN THE SOUTHWESTERLY BOUNDARY OF PARCEL 406, AS SHOWN ON SAID MAP, SAID NORTHWESTERLY TERMINUS BEING DISTANT SOUTH 36 DEGREES 00 MINUTES 53 SECONDS EAST ALONG SAID LAST MENTIONED PARALLEL LINE 156.78 FEET FROM A LINE PARALLEL WITH AND 40 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE STRAIGHT LINE IN THE NORTHWESTERLY BOUNDARY OF SAID LAST MENTIONED PARCEL; THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE 80.94 FEET TO A LINE PARALLEL WITH AND 2.5 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF SAID PARCEL 359; THENCE NORTH 36 DEGREES 00 MINUTES 53 SECONDS WEST ALONG SAID LAST MENTIONED PARALLEL LINE 100.20 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 55.5 FEET OF SAID LAST MENTIONED PARCEL; THENCE SOUTH 52 DEGREES 40 MINUTES 22 SECONDS WEST ALONG SAID LAST MENTIONED SOUTHEASTERLY LINE, 0.50 FOOT TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 3 FEET OF SAID LAST MENTIONED PARCEL; THENCE NORTH 36 DEGREES 00 MINUTES 53 SECONDS WEST ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE 2.00 FEET TO THE SOUTHEASTERLY LINE OF NORTHWESTERLY 53.5 FEET OF SAID LAST MENTIONED PARCEL; THENCE SOUTH 52 DEGREES 40 MINUTES 22 SECONDS WEST ALONG SAID LAST MENTIONED SOUTHEASTERLY LINE 2.00 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 5 FEET OF SAID LAST MENTIONED PARCEL; THENCE NORTH 36 DEGREES 00 MINUTES 53 SECONDS WEST ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE 8.00 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 45.5 FEET OF SAID LAST MENTIONED PARCEL; THENCE NORTH 52 DEGREES 40 MINUTES 22 SECONDS EAST ALONG SAID LAST MENTIONED SOUTHEASTERLY LINE 2.00 FEET TO A LINE PARALLEL WITH AND 3 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHEASTERLY LINE; THENCE NORTH 36 DEGREES 00 MINUTES 53 SECONDS WEST ALONG SAID LAST

MENTIONED PARALLEL LINE 98.03 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 52.5 FEET OF SAID PARCEL 360; THENCE NORTH 52 DEGREES 40 MINUTES 22 SECONDS EAST ALONG SAID NORTHWESTERLY LINE 0.50 FOOT TO A LINE PARALLEL WITH AND 2.5 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE NORTH 36 DEGREES 00 MINUTES 53 SECONDS WEST ALONG SAID LAST MENTIONED PARALLEL LINE 327.59 FEET TO SAID FIRST MENTIONED PARALLEL LINE; THENCE SOUTH 52 DEGREES 40 MINUTES 22 SECONDS WEST ALONG SAID FIRST MEASURED PARALLEL LINE 837.83 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF SAID PARCELS 362 TO 369 INCLUSIVE, WHICH LIE NORTHWESTERLY OF A LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID PARCEL 362.

RESERVING AND EXCEPTING UNTO THE COUNTY OF LOS ANGELES A RIGHT OF WAY FOR STORM DRAIN AND HARBOR UTILITY PURPOSES IN AND ACROSS THAT PORTION THEREOF DESIGNATED ON SAID MAP AS EASEMENT TO BE RESERVED BY SAID COUNTY FOR SUCH PURPOSES.

Exhibit B

Parcel 103T – Unfinished Apartment Interiors

Unit #	Move In Date
Studio Unfurnished (5)	
N208	Sep – 99
E205	Nov – 95
F105	Jul – 95
D307	Dec – 72
B309	Nov – 72
1 Bedroom Unfurnished (9)	
M206	May – 98
E310	Apr – 97
H307	Dec – 94
K308	Aug – 94
B308	Nov – 77
R323	Nov – 75
P205	Oct – 69
C301	Feb – 70
F302	May – 02
1 Bedroom Furnished (1)	
K214	Sep – 98
2 Bedroom Unfurnished (3)	
D202	Feb – 98
R201	Nov – 96
H212	Feb – 73
2 Bedroom Furnished (2)	
A301	Oct – 95
B213	Jun – 02



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

April 3, 2003

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

SUBJECT: **ITEM 6a - ONGOING ACTIVITIES REPORT**

BOARD OF SUPERVISORS' ACTIONS ON ITEMS RELATING TO MARINA DEL REY

At the April 1, 2003 meeting of the Board of Supervisors, the Board gave its approval and authorization to release the *Request for Proposals (RFP) for Development of an Entertainment/Retail Center on the Mindanao Peninsula in Marina del Rey in Conjunction with the Expansion of Chace Park*.

Also, at the April 1, 2003 meeting of the Board of Supervisors, the Board gave its approval and authorization to release the *RFP for Development of Boat Storage Facilities on Parcels 52R and GG in Marina del Rey*, to provide for replacement, expansion and enhancement of boating facilities currently located on Parcel 77W, which along with a portion of Parcel 44U, is available for County acquisition in connection with expanded park and visitor-serving development that is contemplated by the companion RFP.

Each of these items were previously considered and recommended by your Commission.

DESIGN CONTROL BOARD MINUTES

The draft minutes for the Design Control Board meeting of March 20, 2003 are in your packet.

SW:tlh

DRAFT

MINUTES OF MARINA DEL REY DESIGN CONTROL BOARD

March 19, 2003

**Department of Beaches and Harbors
Burton Chace County Park
Community Building – 13650 Mindanao Way
Marina del Rey, CA 90292**

Members Present: Susan Cloke, First District, Chair
Jackie Ignon, Fourth District, Vice Chair
Katie Spitz, Third District
David Abelar, Second District

Member Absent: Tony Wong, Fifth District

Department Present: Joe Chesler, Chief, Planning Division
Julie Cook, Planner
LaTrina Hancock, Secretary

County Staff Present: Kevin Johnson, Department of Regional Planning

Guests Present: Tonie Ginn, Sign Resource
Anthony Avila, Sign Resource
Doris Sorensen, Pacific Ocean Management
Victor Luva, Inside & Out Nutrition
Chris Polster, Inside & Out Nutrition
Jerome Scott, Marina Harbor Anchorage
David O. Levine, Marina Harbor Anchorage
Roger VanWert, Mariners Village
Pat Younis, The Bridge Group

1. Call to Order and Absences
Ms. Cloke called the meeting to order at 2:05.m. Ms. Ignon led the Pledge of Allegiance. **Mr. Abelar (Spitz) moved to excuse Mr. Wong from today's meeting. Motion passed unanimously.**
2. Approval of Minutes from January 16, 2003, February 20, 2003 and DCB Reviews #03-002, #03-003 and #03-004
Review and approval of these items was held to the end of the meeting.
3. Reports from the Chief of Planning
Reports held to the end of the meeting.
4. New Business

A. Parcel 27 – Best Western Jamaica Bay Inn – DCB #03-006

Ms. Cook presented the Staff Review in which the applicant submitted plans to replace the two sign-faces at Best Western Jamaica Bay Inn, one of which would be replaced with a reader-board.

The DCB has discouraged pole-mounted signs with the intent of phasing them out of the Marina. The DCB's recent approvals of replacement sign cabinets on existing pole-mounted signs have been conditioned with a two-year approval and a caution regarding their intended phase-out. Aesthetically, the proposed sign-face is quite basic, without creativity or consideration for the Marina environment. The DCB regularly comments on a desire for reasonably sized, creative, marine-oriented signs. The Department is also concerned with the reader board – the type of messages as well as their timeliness, appropriateness and general appearance. **The Department recommended denial of DCB #03-006.**

Tonie Ginn, Sign Resource, advised that the only reason the applicant wants to change the sign to come into accordance with the Best Western corporate office and their logo. The applicant is willing to remove the top portion of the signage and use a 4ft by 12ft logo sign and delete the requested reader board.

After hearing a verbal description of modifications to the submittal, Ms. Cloke advised the applicant that the Board needs to see a drawing before it could make a decision.

Public Comment

None

Ms. Cloke moved to continue the item until the applicant provides a revised drawing with the application. She also advised the applicant

of the new design standards that will be implemented in the near future and also the proposed signage should be "marina related", fun and festive.

C. Parcel 97 – Inside & Out Nutrition – DCB #03-008

Ms. Cook presented the Staff Review in which the applicant submitted plans for signage. The proposed sign measures 13 feet 4-inches wide with the bulk of the letters 9-inches high, except for capital letters at 13-inches high and an 20-inch logo. The two sections of channel lettering will be mounted to one (1) .080 aluminum raceway measuring 6-inches high and 3-inches deep. It will be painted to match the existing greenish building façade (Matthews 51A-1A). The letter faces will have white acrylic with applied 3M vinyl in yellow (Sunflower 230-25) and orange (Kumquat 230-74). Illumination will be with 10-15 mm Snow White Neon Tubing. The sign will be affixed to the façade located above the entrance to the store. This area measures 15 feet ¾-inch wide by 16-inches high. The sign will be attached to the wood façade with lag bolts. The sign will be painted to match the existing greenish building façade. The sign will also be affixed to the façade located above the entrance to the store.

Mr. Abelar asked the applicant if the signage is their logo or just a design. Mr. Luva, applicant, advised that the signage is the company logo. Ms. Spitz asked Ms. Sorensen to explain the lighting at the location where the signage is to be placed.

Public Comments

None

Ms. Spitz (Ignon) moved to approve the sign as revised. Motion passes unanimously.

B. Parcel 111/112 – Marina Harbor Apartments & Anchorage –DCB #03-007

Ms. Cook presented the Staff Review for the proposed dock pennants and flags to be mounted onto poles that are part of the gangways. Ultimately, the Parcel111/112 marina will be redeveloped with twelve (12) new docks, six (6) of which will have very long gangways (over 60 feet). To enhance the nautical appearance of the docks and visually break-up the length, the applicant proposes that the existing poles with one 2-foot and either two (2) or three (3) 3-foot long "side-arms" be fitted with pennants and signs. Two sizes of triangularly shaped canvas pennants are proposed, measuring 3 feet 3-inches by 1-foot 8-inches (for the top section of the pole) and 5 ½ feet by 2 feet (for the middle section of the pole). The material is called "Sunbrella," a 100% solution-dyed acrylic fabric. Information from the manufacturer describes the material as "withstanding

sun, wind and rain” and has a five-year warranty. The proposed style and blue and beige color is #4921, Mediterranean/Canvas Block Stripe.

Although the poles could accommodate more than one flag with their multiple cross-arms, the applicant proposes that they be allowed to place a minimum of one flag per vertical pole (system). This would allow a minimum of eight (8) pennants/signs per gangway.

The Planning Division recommends APPROVAL of DCB #03-007 with the condition that the ten (10) remaining docks use the three horizontal arm model (not the four-arm model) and that each “paired” set of poles have the same number (two to three) pennants and one flag.

Aluminum flag pennants were proposed because they are weather proof and low maintenance. The Board advised that cloth pennants are the best choice for the banners and flags since they are free-flowing and fun.

The Board did not recall the gangway design and asked Staff for the previous approvals the applicant received regarding the docks. Mr. Levine also explained the dock plans that were previously approved.

*****The item was trailed while staff retrieved the file from the office for the Board to review the previous approvals the applicant has received regarding the reconstruction of the docks.***

5. Old Business

A. Parcel 113 – Mariners Village Apartments – DCB #03-005

No Staff Review was given. Ms. Cloke advised that she and the applicant, Mr. Doug Ring, The Ring Group, discussed the possibility of locating the replacement tree(s) on the applicant’s property. The location to plant the tree and the type of tree was not determined in this conversation. Ms. Cloke asked the applicant for a report from a landscape architect.

Mr. Roger VanWert, applicant, advised the Board that the landscape architect was not able to attend the meeting because of a prior commitment. Mr. VanWert asked to come back to the April 2003 DCB meeting with the landscape architect to discuss the issues regarding planting the replacement tree.

3. Report from the Chief of Planning

A. Temporary Permits Issued by DBH

No permits have been issued since the last meeting in February 2003

D. Marina Redevelopment Update

Mr. Chesler reported that the Small Craft Harbor Commission (SCHC) approved the solicitation of the RFP for reconfigured parcels in the Marina, Parcels 44, 49, and 77 for an entertainment retail enter and parking structure, noting the proposed expansion of Chace Park and Parcel 47. The second RFP proposes the reconfiguration of Parcels 52 and GG, which would become a multilevel dry stack storage operation, which would replace the current boat storage facility. Ms. Cloke asked if there was controversy at the meeting. Mr. Chesler responded by advising that there were concerns regarding the allegations of moving out small boaters from the Marina and explained the reconfiguration of Parcel GG would actual expand/enhance the small boaters usage. Mr. Chesler noted that the RFP is publicly advertised and is on Beaches and Harbors website and anyone can respond. Ms. Ignon asked if the RFP included borrowing development rights from other lessees. Mr. Chesler advised there are some transferred entitlements from adjacent development zones.

The Board advised Mr. Chesler that they want maps and copies of the RFP's and any other related information so that they can follow along with the report with less confusion.

*****This item was continued until the next meeting, April 16, 2003.***

C. Proposed Marina Traffic Improvement Projects

The Department of Public Works is proceeding with the call for projects application for State funding, due March 28, 2003, to MTA for the SR90 Project, the extension of the Marina Freeway. The submittal is for 6.5 million dollars. The Department of Public Works is also submitting the **Fiji Way Bike Part Class One Conversion Project**, which Beaches and Harbors is supporting to provide a safer bicycle/pedestrian path through the Marina along the south side of Fiji Way. Mr. Chesler advised the Board that Beaches and Harbors and Public Works do not expect the call for projects to be funded because of the State budget problems.

4. New Business (continued)

B. Parcel 111/112 – Marina Harbor Apartments & Anchorage –DCB #03-007

Staff presented the applicant's file to the Board for prior approval review. Further discussion ensued regarding the applicant's submittal regarding the proposed pennants. Mr. Levine advised the Board that they could take out the poles or change the flag pennants if the Board desires.

Public Comments

Pat Younis, The Bridge Group, is in favor of the applicant's submittal. She also added that the flag pennants would add excitement and life and a feeling of festivity to the Marina.

Ms. Cloke advised the applicant that a motion would be made based on the condition that Staff verify previous approvals for the applicant regarding the docks.

Ms. Ignon (Spitz) moved that based on confirmation of previous approvals, approved will be 6 gangways to be fitted with 8 poles each, per exhibit 5, with a maximum of three flags and pennants per pole and that the pennants and flags must all be cloth. Motion passed unanimously. The applicant confirmed with the Board the type/color of material that can be used. **The previous approval for the light standards on the landside have been modified to show that the pennants and flags on the lights stand will be cloth for wind movement.** Ms. Cloke advised the applicant that the flags can be installed as soon as the applicant wishes, but if Staff finds out that there is no approval for the gangways the flags and pennants may have to be removed.

6. Public Comment
None

3. Report from the Chief of Planning (continued)

B. EDAW – Urban Design Update

Mr. Chesler reported that Ms. Cloke requested that this item to be calendared so that official comments would be discussed and information exchanged. As the March DCB agenda had already been mailed, this item will be put on the April 2003 DCB meeting Agenda so that the Board can, if they wish, take an action of official comments or directions to Staff. Beaches and Harbors is working with the consulting team on a number of discreet elements relating to the interim promenade project whereby the Convention and Visitors Bureau (CVB) and are seeking short term answers to branding and identifying the Marina and its features.

Ms. Cloke commented that EDAW's product used good descriptive language, but there were limited specifics for projects. Ms. Cloke advised Staff to put this item on the agenda for the next meeting. Ms. Cloke suggested that following the April 2003 DCB Meeting, the Board would send EDAW a letter with their comments and questions. Selbert-Perkins Designs will also be contacted regarding the Board questions and comments.

2. Approval of Minutes from January 16, 2003, February 20, 2003 and DCB Reviews #03-002, #03-003 and #03-004

Ms. Cloke advised that the February 20, 2003 DCB Minutes will be held until the April 2003 DCB Meeting so that she and Mr. Chesler can review them and go over formats and alternatives so that the meeting is adequately reflected.

Ms. Ignon (Spitz) moved to approve the minutes of January 16, 2003 as submitted. Motion passed unanimously.

Ms. Spitz (Ignon) moved to approve DCB Review #03-002 be approved as corrected. Motion passed unanimously.

Ms. Cloke (Abelar) moved to approve DCB Review #03-003 be approved as corrected. Motion passed unanimously.

Ms. Spitz (Abelar) moved to approve DCB Review #03-004 be approved as corrected. Motion passed unanimously.

***Copies of the RFP's were presented to the Board to review for the April 2003 meeting.*

Meeting adjourned at 3:55 p.m.

Respectfully Submitted,

La Trina Hancock
Design Control Board Secretary