



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

SMALL CRAFT HARBOR COMMISSION

AGENDA

November 10, 2010

10:00 A.M.

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

1. Call to Order and Pledge of Allegiance
2. Approval of Minutes
 - a. Small Craft Harbor Commission Meeting of September 8, 2010
 - b. Small Craft Harbor Commission/Design Control Board Special Meeting of September 15, 2010

3. **COMMUNICATION FROM THE PUBLIC**

This is the opportunity for members of the public to address the Commission on items that are not on the posted agenda, provided that the subject matter is within the jurisdiction of the Commission. Speakers are reminded of the three-minute time limitation.

4. **REGULAR REPORTS**

- a. Marina Sheriff (DISCUSS REPORTS)
 - Crime Statistics
 - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages
- b. Marina del Rey and Beach Special Events (DISCUSS REPORT)
- c. Marina del Rey Convention and Visitors Bureau (PRESENTATION BY BEVERLY MOORE, EXECUTIVE DIRECTOR OF MDR CVB)

5. **OLD BUSINESS**

- a. None

6. **NEW BUSINESS**

- a. Marina del Rey Convention and Visitors Bureau Agreement for Continued Marina Marketing and Promotional Services (RECOMMEND TO BOARD OF SUPERVISORS)

Small Craft Harbor Commission

Agenda for November 10, 2010

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- b. Proposed 2011 Commission Meeting Schedule (APPROVAL)

7. STAFF REPORTS

(DISCUSS REPORT)

- a. Ongoing Activities
- Board Actions on Items Relating to Marina del Rey
 - Regional Planning Commission's Calendar
 - Venice Pumping Plant Dual Force Main Project Update
 - Oxford Basin Project Update
 - Redevelopment Project Status Report
 - Design Control Board Minutes
 - Unlawful Detainer Actions
 - Diversion of Ballona Creek Dry Weather Flow to Hyperion
 - Public Access on Strip of Land between Ocean Front Walk and the Beach
 - Specific Needs Awareness Planning (S.N.A.P.) Voluntary Disaster Registry
 - Follow-up from September 8, 2010 Meeting:
 - Underground Oil Wells and Gas Lines in the Marina
 - Explanation of laws covering Marina del Rey and SCHC

8. ADJOURNMENT

PLEASE NOTE

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 ~ 2 (part), 1993, 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://marinadelrey.lacounty.gov>

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

Lloyd Taber-Marina del Rey Library
4533 Admiralty Way
Marina del Rey, CA 90292

3. The entire agenda package and any meeting related writings or documents provided to a Majority of the Commissioners (Board members) after distribution of the agenda package, unless exempt from disclosure Pursuant to California Law, are available at the Department of Beaches and Harbors and at <http://marinadelrey.lacounty.gov>

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9586.

ADA ACCOMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (310) 305-9590 (Voice) or (310) 821-1734 (TDD).

SMALL CRAFT HARBOR COMMISSION MINUTES

September 8, 2010

Commissioners: Russ Lesser, Chairman; Dennis Alfieri, Vice Chairman; (excused absence); Vanessa Delgado, Commissioner; Allyn Rifkin, Commissioner; Albert DeBlanc, Commissioner (un-excused absence).

Department of Beaches and Harbors: Santos Kreimann, Director; Gary Jones, Deputy Director; Paul Wong, Chief of Planning Division; Dusty Crane, Chief of Community and Marketing Services Division.

County: Thomas Faughnan, Principal Deputy County Counsel; Deputy Bryan White and Sergeant Anthony Easter, Sheriff's Department.

Call to Order and Pledge of Allegiance:

Chairman Lesser called the meeting to order at 10:00 a.m. followed by the pledge of allegiance.

Chairman Lesser asked for a motion to approve an excused absence for Commissioner Alfieri. **Moved by Commissioner Delgado; seconded by Commissioner Rifkin; unanimously approved.**

Approval of Minutes:

Chairman Lesser asked for a motion to approve the July 13, 2010 minutes. **Moved by Commissioner Rifkin; seconded by Commissioner Delgado; unanimously approved.**

Item 3 - Communication from the Public

John Davis commented on Marina del Rey federal documents and asked about the purpose of the SCHC.

Mr. Faughnan responded that the Board of Supervisors has the authority over Marina del Rey and that the SCHC is an advisory body to the Board. Also, Mr. Faughnan noted that the House Document reference to facilities being open on an equal basis to all means that access and rates are to be the same for everyone.

Commissioner Rifkin thanked DBH staff members for the tour of the Marina lead by Mr. Wong.

Item 4 – Regular Reports

Deputy White presented the liveaboard report.

Sergeant Easter presented the monthly crime report and reported that overall crime has been down but crimes of opportunity are still occurring

Chairman Lesser stated that his review of the Crime Statistics Report shows there has been a 25% decrease in the first seven months of the year compared to last year.

Dusty Crane presented the Marina del Rey and Beach Special Events Report.

Item 5 – Old Business (taken out of Agenda order and discussed after Item 6b)

Item 5a – Master Waterside Coastal Development Permit

Mr. Kreimann and Mr. Jones presented the briefing report on the Master Waterside Coastal Development (CDP) Permit.

Chairman Lesser asked for a comparison how the other Marinas are able to prevent loss of slips under 35 feet when they redevelop.

Aaron Clark of Armbruster, Goldsmith & Delvac, representing the lessee at Pier 44, supports the Master CDP application.

Nancy Vernon Marino spoke on the inconsistency with the Coastal Act and the loss of parking and boat slips.

Mr. Kreimann stated that the link between public parking and parking that is required for boating that are on the particular parcels are two different issues. Any project that comes through will also have parking attached and there will not be any loss to boating parking.

John Rizzo spoke on public access and vacant boat slips.

Darrell Steffey spoke on the loss and layout of slips.

Randy Short, marina designer from Almar confirmed that the project on Parcels 42/43 used more water area in the reconfiguration of the marina,

John Davis commented the projects are in violation of various regulations, why the marina does not have 6000 slips available and reasonable rates.

Mr. Faughnan stated that he will provide a briefing regarding those laws at the next meeting.

Jon Nahhas spoke on public input.

Sean McCarren, Legacy Partners, stated they support Master CDP application.

Jennifer Carter expressed her support for the Master CDP.

Leon Brooks spoke on slips vacancies.

Tom Hogan supports combining the project together.

Randy Short spoke on cost and slips rates.

Roger Van Wert commented on the support for this project.

Mr. Jones explained the purpose of this presentation was informational and to gather comments.

Commissioner Delgado encouraged continued communication with the public.

Commissioner Rifkin stated that he would like to see the use of a consistent metric.

Chairman Lesser mentioned concern about timing of dry stack storage with the reduction of slips, and availability of mast-up storage.

Item 6 – New Business (taken out of Agenda order and discussed after Item 4)

Item 6a – Presentation by the Department of Public Works on Current Marina del Rey Projects

Ed Digman from the Department of Public Works gave a presentation on upcoming Public Works projects taking place in the Marina including waterline, roadway, and Flood Control projects.

Commissioner Delgado asked if the environmental documents would be provided to Beaches and Harbors staff and Mr. Digman replied that it would.

In response to Commissioner Rifkin's inquiry as to how Admiralty Way and Via Marina were going to affect the bicycle circulation. Mr. Digman stated the project will not have any negative effect on the bicycle circulation.

Nancy Vernon Marino spoke about the projects relative to the LCP Amendment.

John Rizzo requested to have a copy of the Powerpoint presentation, and asked about the funding.

Mr. Kreimann stated that a copy of the presentation will be available on the web page, and that the LCP covers the road projects.

Mr. Digman stated the funding is coming from the Department of Public Works road funds. Mr. Kreimann mentioned the ongoing operating and maintenance cost of the Oxford Basin will be absorbed by the County of Los Angeles Department of Beaches and Harbors.

John Davis stated the projects are fraudulent proposals.

Mr. Kreimann responded that infrastructure improvements are for the public benefit and not specific to apartment complexes.

Commissioner Delgado thanked the speaker for the presentation.

Mr. Kreimann requested to have 6b presented before 5a.

Item 6b – Approval of Option for Amended and Restated Lease to Facilitate Renovation at parcel 64 (Villa Venetia Apartments)

Gary Jones presented an overview of the project. The proposed lease extension will allow for renovation of a 224-unit apartment complex. The lease will be extended by 33 years, from May 10, 2021 until May 10, 2054. The project will provide significant upgrades to the existing dwelling units, and will provide substantial additional revenue to the County.

The lessee team of Aaron Clark of Armbruster, Goldsmith & Delvac, Peter Zak, Vice-President in charge of development for Lyon Communities and Christopher Coe, project architect, gave a presentation of the project.

Peter Mitchell spoke of his support for the project.

Deana Vladoic, consultant to the applicant, submitted letters of support on behalf of the business tenants in Fisherman Village.

Christina Davis, President and CEO of LAX Coastal Area Chamber of Commerce, stated support for the project.

Nancy Vernon Marino commented that the Commission should not be considering the design.

Commissioner Delgado wanted clarification on whether the Commission was looking at the Mitigated Negative Declaration (MND) or the term of the lease.

Mr. Faughnan stated that the Commission is making a recommendation to the Board on both the MND and Lease Option.

Chairman Lesser stated that the term of the lease option seems very favorable for the County.

Mr. Jones mentioned that the County obtained an appraisal to confirm that the proposed lease extension is better than the current market rate and that information will be presented to the Board.

Marcia Hanscom spoke on how the lessee has made efforts in dealing with ecological issues.

Commissioner Rifkin asked Ms. Hanscom if there was any concern with the MND. Ms. Hanscom replied she did not.

John Davis stated he opposes the project because its unlawful land use.

Chairman Lesser asked County Counsel if everything has been done by the letter of the law. Mr. Faughnan answered yes.

Lynn Shapiro commented on process and affordable housing.

Darrell Steffey stated that the proposal looks favorable.

Diane Gaynor, consultant to the lessee, read and submitted a letter of behalf on Ryan Minniear, Executive Director of the California Apartment Association of Los Angeles.

Lynda Mitchell stated that this is a much needed renovation.

Jon Nahhas spoke on recreation, public access, and bike path.

Commissioner Delgado inquired if the stabilization of the new income has gone through and if the applicant has already obtained financing for the project. Mr. Jones replied that the applicant has obtained the necessary financing. The plan is to start construction late this year and the stabilization will not be in effect until 2013.

Chairman Lesser commented that the project is very lucrative for the County and overall the project is good for the residents and the Marina.

Commissioner Rifkin stated he found negotiated increase reasonable and that he is in favor of balancing the need of raising revenue for the County vs. the public benefit. He asked staff to put more attention to the promenade connection.

Commissioner Delgado moved for project approval; seconded by Commissioner Alfieri; unanimously approved.

Mr. Kreimann clarified that the applicant has incorporated public access of the promenade into the project even though it may not have been presented here in detail.

Item 7a – Staff Reports

Gary Jones presented the staff report.

John Davis spoke on land use, public safety and the public request document regarding the easement pipeline.

Mr. Jones responded the Department is working with the lessee and the gas company to provide the information requested.

Chairman Lesser adjourned the meeting at 1:04 p.m.

The recording of the meeting is now posted on-line at the DBH website.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES OCTOBER 2010



	West Marina 2760	East Marina 2761	Lost R.D. 2762	Marina Water 2763	Upper Ladera 2764	County Area 2765	Lower Ladera 2766	Windsor Hills 2767	View Park 2768	TOTALS
Homicide										0
Rape								1		1
Robbery: Weapon	1							2		3
Robbery: Strong-Arm	2						2		1	5
Aggravated Assault	1						1	3		5
Burglary: Residence	4				2		6	8	2	22
Burglary: Other Structure				1			1	2		4
Grand Theft	11					1		4	1	17
Grand Theft Auto	2					1			1	4
Arson									1	1
Boat Theft										0
Vehicle Burglary	2					2	1	4	3	12
Boat Burglary				1						1
Petty Theft	8	1				1	1	3		14
REPORTING DISTRICTS TOTALS	31	1	0	2	2	5	12	27	9	89

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

Source- LARCIS, **Date Prepared** November 02, 2010
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 2 CRIMES- OCTOBER 2010



Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide	0	0
Rape	0	0
Robbery: Weapon	0	0
Robbery: Strong-Arm	0	2
Aggravated Assault	0	1
Burglary: Residence	2	6
Burglary: Other Structure	0	1
Grand Theft	0	0
Grand Theft Auto	0	0
Arson	0	0
Boat Theft	0	0
Vehicle Burglary	0	1
Boat Burglary	0	0
Petty Theft	0	1
Total	2	12

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

Source- LARCIS, **Date Prepared** November 2, 2010
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- OCTOBER 2010



	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2768)
Part I Crimes		
Homicide	0	0
Rape	0	1
Robbery: Weapon	1	2
Robbery: Strong-Arm	2	3
Aggravated Assault	1	4
Burglary: Residence	4	18
Burglary: Other Structure	1	3
Grand Theft	11	6
Grand Theft Auto	2	2
Arson	0	1
Boat Theft	0	0
Vehicle Burglary	2	10
Boat Burglary	1	0
Petty Theft	9	5
Total	34	55

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

Source- LARCIS, **Date Prepared –** November 4, 2010
CRIME INFORMATION REPORT - OPTION B



MARINA DEL REY HARBOR LIVEABOARD COMPLIANCE REPORT 2010



Liveaboard Permits Issued

	September	October
New permits Issued:	0	2
Renewal Issued:	4	18
<hr/>		
Total:	4	20
Notices to Comply Issued:	0	11

Totals:	September	October
<hr/>		
Liveaboard:	304	298
Current Permits:	245	252
Expired Permits:	51	37
No Permits:	8	9

Total reported vessels in Marina del Rey Harbor:

4690

Percentage of vessels that are registered liveaboards

6.35%

Number of currently impounded vessel:

9



To enrich lives through effective and caring service

November 4, 2010



TO: Small Craft Harbor Commission

FROM: *Kerry Silverstrom for*
Santos H. Kreimann, Director

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

SUBJECT: **AGENDA ITEM 4b - MARINA DEL REY AND BEACH SPECIAL EVENTS**

MARINA DEL REY

48th ANNUAL HOLIDAY BOAT PARADE

Saturday, December 11
6:00 p.m. – 8:00 p.m.

Beautifully lighted and decorated boats will participate in the event that is free to the public. The theme of this year's parade is "A Rock 'n Roll Christmas" with boat owners competing for numerous prize packages.

Best spots for viewing the boat parade are Burton Chace Park, located at 13650 Mindanao Way, and Fisherman's Village on Fiji Way, where spectators can see and hear the parade free of charge.

Parking is available in County lots throughout Marina del Rey.

For more information call: The Holiday Boat Parade at (310) 670-7130 or visit the website at mdrboatparade.org

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

Sponsored by Pacific Ocean Management, LLC
All concerts from 2:00 p.m. - 5:00 p.m.

Saturday, November 6

Jimbo Ross and The Bodacious Blues Band, playing Blues

Sunday, November 7

2AZZ1 Body & Soul Band, playing Smooth Jazz with Vocals & Sax

Saturday, November 13

Shakey Pete and The Faultline, playing Blues

Sunday, November 14

The Kid and Nic Show, playing American Pop

Saturday, November 20

Crown City Bombers, playing 50's Rock & Roll

Sunday, November 21

Susie Hansen Latin Jazz, playing Hot Latin Jazz

Saturday, November 27

Friends, playing Rhythm & Blues

Saturday, November 28

Keiko Okamoto and the La Salsa Divas, playing Latin Jazz

For more information call: Pacific Ocean Management at (310) 822-6866

BEACH EVENTS

BEACH NATURE WALK

Sponsored by the Los Angeles County Department of Beaches and Harbors
Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Los Angeles ♦ CA ♦ 90245
Saturday, November 13
8:00 a.m. - 10:00 a.m.

The Los Angeles County Department of Beaches and Harbors is teaming up with the Los Angeles Audubon Society to provide guided nature walks on Dockweiler Beach. We will look for shore birds and explore their habitat and life cycles. In particular, we will look for Western Snowy Plovers. Come learn about the wonderful creatures that share our shore with us! You will be walking on the beach so bring plenty of water. Pre-registration is a must! To register, please call (310) 726-4128.

For more information call: (310) 726-4128

SHORE FISHING

Sponsored by the Los Angeles County Department of Beaches and Harbors
Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Los Angeles ♦ CA ♦ 90245
Saturdays: November 6, November 13 and November 20
8:00 a.m. - 10:00 a.m.

Los Angeles County Department of Beaches and Harbors is offering an introduction to shore fishing class. Come enjoy a beautiful morning of fishing from the shores of Dockweiler Beach. Fishing poles and bait will be provided at no cost. All ages are welcome. Anyone under the age of 12 years old must be accompanied by an adult. Anyone over the age of 16 years old must present a valid California fishing license to participate. This class is free to the public. There is a \$2.00 parking fee. Please call to pre-register at (310) 726-4128. *Limited to 10 participants per session.

For more information call: (310) 726-4128

MANHATTAN BEACH HOLIDAY FIREWORKS FESTIVAL

City of Manhattan Beach
Manhattan Beach Pier
Sunday, December 12
4:00 p.m. - 8:00 p.m.

This year's Holiday Fireworks Festival will include a snow park, bounce park, local bands singing holiday songs, Santa's arrival and a fireworks show choreographed to seasonal music. Bring blankets and beach chairs to pick a spot for the show.

For more information call: (310) 802-5000

SHK:DC:cm



To enrich lives through effective and caring service



November 4, 2010

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

TO: Small Craft Harbor Commission

FROM: *Kerry Silverstrom for*
Santos H. Kreimann, Director

**SUBJECT: ITEM 6a – MARINA DEL REY CONVENTION AND VISITORS
BUREAU AGREEMENT FOR CONTINUED MARINA MARKETING
AND PROMOTIONAL SERVICES**

Item 6a on your agenda pertains to a new five-year agreement with the Marina del Rey Convention and Visitors Bureau (MdR CVB) to replace the existing expiring agreement. The MdR CVB was formed in 2000 to operate a convention and visitors bureau in cooperation with the private and public sectors, for the purpose of inviting, attracting and welcoming tourists, business travelers and visitors to Marina del Rey as a destination of choice, through advertising, promotion, and other services. The current agreement with the CVB will expire on December 31, 2010.

Attached is a copy of the Board letter that provides further information relative to the MdR CVB and also attaches the proposed agreement. Your Commission's endorsement of the recommendation to the Board of Supervisors to approve the proposed agreement as contained in the attached letter is requested.

SHK:ks
Attachment

November 30, 2010

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:

**MARINA DEL REY CONVENTION AND VISITORS BUREAU AGREEMENT
FOR CONTINUED MARINA MARKETING AND PROMOTIONAL SERVICES
(FOURTH SUPERVISORIAL DISTRICT) (3 VOTES)**

SUBJECT

To request your approval to enter into a five-year agreement with the Marina del Rey Convention and Visitors Bureau for continued development of marketing and promotional strategies for Marina del Rey as a travel and visitor destination.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Chair to execute the attached agreement with the Marina del Rey Convention and Visitors Bureau for a five-year term commencing on January 1, 2011 through December 31, 2015, resulting in an annual payment to the Bureau of \$227,400 for promotional services, as well as \$30,000 for seven-day-a-week staffing of the Marina del Rey Visitor Center and up to \$10,000 annually for joint promotional projects with the County.
2. Authorize the Director of the Department of Beaches and Harbors, if salary increases have been approved for County employees, to increase the Marina del Rey Convention and Visitors Bureau's annual promotional service payment by the lesser of (1) the average salary movement granted to County employees or (2) the increase in the Consumer Price Index for Los Angeles, Riverside and Orange Counties as determined by the U.S. Bureau of Labor Statistics.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Beaches and Harbors (Department) is requesting your Board's approval of a five-year agreement with the Marina del Rey Convention and Visitors Bureau (MdR CVB). The MdR CVB is a non-profit mutual benefit corporation, formed to operate a convention and visitors bureau in cooperation with the private and public

sectors, for the purpose of inviting, attracting and welcoming tourists, business travelers and visitors to Marina del Rey as a destination of choice, through advertising, promotion, and other services. This agreement would replace the existing agreement that commenced in February 2001 and, as extended, expires on December 31, 2010.

During the past ten years, the MdR CVB has become a well established entity in the Marina, working with the Marina business community during this difficult economic period and repositioning Marina del Rey's overall image to keep it competitive with the Westside hotel market. With respect to individual Marina del Rey hotels, the MdR CVB has worked with each to identify each of their markets and then has developed a tourism plan that promotes that facility to its targeted customer.

Importantly, the MdR CVB services will be especially needed to maintain the Marina's image as a fun and exciting place to live, work and play during this particular point in time as the Marina's second generation redevelopment increases. The MdR CVB has worked with the business community to bring fan tours of travel writers, treating them to the Marina experience of dining, entertainment and lodging. Additionally, in partnering with sister agencies to develop a comprehensive and unified tourism program for the local region, the MdR CVB has secured more exposure for the Marina at less cost. There is an increasing need to satisfy the demand for Marina information disseminated in response to visitor, trade and media inquiries, which the MdR CVB has filled through its website, Facebook, and Twitter applications.

With the redevelopment of the Marina, it is important to ensure the viability and stability of the MdR CVB. Accordingly, all Marina hotels have entered into five-year agreements with the MdR CVB, cancelable upon 365-day notice, which the County would similarly commit to through approval of the attached agreement.

Implementation of Strategic Plan Goals

Approval of this Agreement will promote and further the County's Strategic Plan Goal #1, "Operational Effectiveness", Strategy 1, "Fiscal Sustainability", and Strategy 2, "Service Excellence and Organizational Effectiveness", by providing and distributing quality Marina information and highlighting visitor services, recreational activities and special events, all to increase the public's awareness of and visitorship to the Marina and, thereby, the Marina's ongoing fiscal viability.

FISCAL IMPACT/FINANCING

Funding for the MdR CVB is included in the Department's 2010-11 Adopted Budget. The Department will pay the MdR CVB \$227,400 annually for promotional services, divided in three equal installments of \$75,800 to be paid on January 5, May 5, and September 5, 2011, respectively, and each agreement year thereafter. Each payment by the County to the MdR CVB shall be contingent upon full participation by every

hotel/motel in Marina del Rey through a surcharge of 1% applied to their room bills. The annual payment to the MdR CVB for promotional services may increase at the sole discretion of the Director by the lesser of (1) the average salary movement granted to County employees during the term of the Agreement or (2) the increase in the Consumer Price Index for Los Angeles, Riverside and Orange Counties as determined by the U.S. Bureau of Labor Statistics, if salary increases have been approved for County employees.

As has occurred in prior years, the County will also expend an additional \$30,000 annually to compensate the MdR CVB for providing seven-day-a-week staffing services at the Marina del Rey Visitor Center and up to \$10,000 annually for joint projects with the MdR CVB that promote Marina del Rey.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MdR CVB will continue to prepare and implement an annual tourism marketing plan to promote Marina del Rey as a destination of choice for visitors, tourists and business travelers, through advertising, promotion and other services. Prior to implementation, the MdR CVB will meet with the Department's Director to discuss the programs and secure approval of the plan.

The MdR CVB shall not use the County's name, logo or other intellectual property or depict County property without the Director's prior approval.

The creation of the MdR CVB almost ten years ago has provided the Marina with an important promotional tool in bringing business travel, tourists and visitors into Marina del Rey. There are many cities in Los Angeles County that compete aggressively to market their destinations to business travelers, tourists and visitors, and, in this competitive environment, the Marina has held onto its market share during the economic downturn.

During its existence, the MdR CVB has developed an infrastructure for responding to the needs of the travel industry, local government and Marina businesses. This infrastructure includes the MdR CVB's tourist-friendly website, and now Facebook and Twitter pages, dedicated to promoting Marina del Rey; familiarization tours; targeted information packets for travel writers; new brochures/literature; regular meetings with local government officials on Marina development; cooperative business promotions among Marina businesses; and a system for bidding on group/convention business for the hotels and restaurants.

County Counsel has approved the attached agreement as to form. On November 8, 2010, the Small Craft Harbor Commission _____ its approval by your Board.

CONTRACTING PROCESS

All Marina hotels will sign separate and identical five-year agreements with the MdR CVB to continue funding the MdR CVB through a voluntary 1% self-assessment on rates charged for room accommodations during the same time period covered by this agreement, which covers calendar years 2011 through 2015. Thus, the County's own agreement with the MdR CVB in those years will continue to be augmented by 100% participation by all Marina hotels.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The MdR CVB has managed the development and dissemination of professional Marina del Rey visitor information building awareness of Marina del Rey. This exposure of the Marina allows the area to compete in the travel marketplace, particularly important as the Marina proceeds with its second-generation redevelopment plans.

CONCLUSION

Authorize the Executive Officer of the Board to send two approved copies of the executed agreement to the Department of Beaches and Harbors.

Respectfully submitted,

SANTOS H. KREIMANN, Director

SHK:ks

Attachment (1)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

AGREEMENT NO. _____
BY AND BETWEEN THE COUNTY OF LOS ANGELES
AND THE MARINA DEL REY CONVENTION AND
VISITORS BUREAU, INC.

This Agreement is entered into this ____ day of December 2010, by and between the COUNTY OF LOS ANGELES ("County"), a political subdivision of the State of California, and the MARINA DEL REY CONVENTION AND VISITORS BUREAU, INC. ("MdR CVB"), a California non-profit corporation.

RECITALS

- A. The MdR CVB, a non-profit mutual benefit corporation, was formed to operate a convention and visitors bureau in cooperation with the private and public sectors, for the purpose of inviting, attracting and welcoming tourists, business travelers and visitors to Marina del Rey as a destination of choice, through advertising and promotion, and other services.
- B. Pursuant to Government Code Section 26100, the County may appropriate funds for the advertising, exploiting, and making known the resources of the County, in cooperation with or jointly by agreement with other agencies, associations, or corporations.
- C. The County, as the owner of Marina del Rey, has, in the past, contracted with the private sector for the creation and implementation of an advertising/promotional campaign for Marina del Rey to promote Marina del Rey as a destination of choice for tourists, business travelers and visitors.
- D. The County has contracted with the MdR CVB since 2001 for these services and desires that the MdR CVB continue to provide such services as an integral part of its marketing campaign for Marina del Rey, for the mutual benefit of the County, the members of the MdR CVB, and all those living and doing business in Marina del Rey.
- E. The MdR CVB is willing to undertake such services as are hereinafter set forth on behalf of the County as an integral part of its marketing campaign and other activities promoting Marina del Rey.

AGREEMENT

NOW THEREFORE, in consideration of these premises, it is hereby agreed by and between the parties as follows:

I. APPLICABLE DOCUMENTS

- A. Attachments A through H, as set forth below, are attached hereto and incorporated by reference, and form a part of this Agreement:

Attachment A	EEO Certification
Attachment B	Safely Surrendered Baby Law Fact Sheet
Attachment C	Jury Service
Attachment D	Certification of Compliance with County's Defaulted Property Tax Reduction Program
Attachment E	Certification of No Conflict of Interest
Attachment F	Attestation of Willingness to Consider GAIN/GROW Participants
Attachment G	Familiarity with the County Lobbyist Ordinance Certification

- B. This Agreement and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

Term. The term of this Agreement shall be for a period of five years commencing on the effective date, which shall be January 1, 2011, unless otherwise sooner terminated in accordance with the provisions set forth herein. If other contributing members of the MdR CVB do not similarly commit to a five-year term, the County may cancel this Agreement upon 365-days' written notice. Notwithstanding the stated term of this Agreement, specified obligations set forth herein shall survive its expiration or termination.

III. MAXIMUM AMOUNT AND MDR CVB PAYMENT

- A. Monetary Payments. In consideration of the services enumerated in Section IV, below, the County shall make the following payments to the MdR CVB:
- i. \$227,400 annually, divided in three equal installments of \$75,800 to be paid no later than January 5, May 5, and September 5, 2011, respectively, and each Agreement year thereafter;
 - ii. \$30,000 annually for the promotional services rendered by the MdR CVB at the Marina del Rey Visitors Center, as discussed in IV.B.iii, below, which will be invoiced by the MdR CVB to the County;

- iii. An amount not to exceed \$10,000 annually for joint promotional projects with the County, as discussed in IV.B.iv, below, which will be invoiced by the MdR CVB to the County for the County's portion.
 - iv. A late fee will be paid by the County on any payment that is more than ten calendar days late, which will be equal to 6% of the installment due, plus an interest fee computed at an annual rate equal to the Prime Rate plus 3%. The interest fee is computed from the date when the payment was due and payable and is compounded monthly, until paid;
 - v. Each disbursement of such payments to the MdR CVB shall be contingent upon its compliance with the terms and conditions of this Agreement, as determined by the Director of the Los Angeles County Department of Beaches and Harbors ("Director") in his/her sole discretion;
 - vi. Each disbursement of such payments to the MdR CVB shall be contingent upon full participation in, and funding of, the MdR CVB by every hotel/motel in Marina del Rey through a surcharge of no less than 1% against fees charged for the occupancy of hotel and motel sleeping accommodations; and
 - vii. All such payments to the MdR CVB shall be expended by the MdR CVB for the activities enumerated in this Agreement.
- B. Annual Increase. The annual payment to the MdR CVB may increase at the sole discretion of the Director by the lesser of (1) the average salary movement granted to County employees during the term of the Agreement, or (2) the increase in the Consumer Price Index for Los Angeles, Riverside and Orange Counties as determined by the U.S. Bureau of Labor Statistics. In the event that fiscal circumstances have prevented the Board from approving any increase in employee salaries, no increase in the annual payment to the MdR CVB shall be granted.
- C. No Payment for Services Provided Following Expiration/Termination of Agreement. The MdR CVB shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the MdR CVB after the expiration or other termination of this Agreement. Should the MdR CVB receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the MdR CVB. This provision shall survive the expiration or other termination of this Agreement.

IV. STATEMENT OF WORK/DELIVERABLES/WORK PRODUCT

Services. The MdR CVB hereby agrees to provide the following services to the County during the term of this Agreement:

A. Marketing Plan.

For each year this Agreement is in effect, the MdR CVB shall prepare or cause to be prepared and implement a tourism marketing plan to promote Marina del Rey as a destination of choice for visitors, tourists and business travelers, through advertising, promotion and other services (the "Marketing Plan"). The Marketing Plan shall include, but not be limited, to the following:

- i. An evaluation of the MdR CVB's budget, activities, and operations for the previous year (if applicable);
- ii. A review and analysis of tourism trends, conditions and opportunities within Marina del Rey and Southern California;
- iii. Marketing strategies, objectives, targets, and tactics;
- iv. Target audiences for tourism marketing expenditures;
- v. Specific, planned activities and services for the coming year; and
- vi. Line-item budget for the coming year.

The first Marketing Plan shall be prepared and submitted for review and approval to the Director no later than January 15, 2011, unless the Director and the MdR CVB mutually agree otherwise. Subsequent Marketing Plans shall be prepared and submitted no later than November 15th of the year prior to its intended implementation. The Marketing Plan shall not be implemented with any County funding by the MdR CVB until it has been approved by the Director in writing. The Director shall review and approve the Marketing Plan for consistency with Countywide policies and procedures, and such approval shall not be unreasonably withheld.

The Marketing Plan may be revised or amended from time to time during the term of the Agreement. Any material changes to the Marketing Plan shall be submitted for review and approval to the Director.

Before proceeding with the implementation of any component of the Marketing Plan requiring the creation of any written or visual product intended to be disseminated to the public, the MdR CVB shall meet and confer with the Director or his/her designee. The MdR CVB shall not use the County's name, logo or other intellectual property or depict County property without the express written consent of the Director or his/her designee.

B. Convention and Visitors Bureau.

- i. The MdR CVB shall operate a bureau for the dissemination of information promoting Marina del Rey to tourists, business travelers, visitors, travel and tourism service providers, and other organizations and individuals interested in Marina del Rey, including:
 - (a) Building awareness of Marina del Rey as an attractive and unique travel destination, emphasizing overnight stays;
 - (b) Expanding Marina del Rey's ability to compete for groups by advising and supporting group marketers;
 - (c) Acting as the central source of information to inform, educate and advise visitors, the travel trade and the travel media about the visitor experience in Marina del Rey;
 - (d) Promoting, inviting and encouraging trade and business meetings, conferences, and special events in Marina del Rey;
 - (e) Interacting with the media to promote Marina del Rey, including preparing articles and news stories, compiling data, developing printed material and brochures descriptive of the Marina's resources, and collecting news items, photos, and other print material; and
 - (f) Maintaining a website and participating in other social media to disseminate information promoting Marina del Rey.
- ii. The MdR CVB shall promptly answer all correspondence and inquiries relative to business travel, trade and tourism in Marina del Rey.
- iii. The MdR CVB shall provide seven-day-a-week promotional services at the Marina del Rey Visitors Center from 9:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. Saturday and Sunday. This operating schedule may be modified with the prior written approval of the Director.
- iv. The MdR CVB may engage in joint promotional projects with the County that bring tourists, business travelers and/or visitors into Marina del Rey.

C. Promotions. The MdR CVB shall favorably promote, invite and encourage trade and business meetings, conferences, and celebrations in Marina del Rey to bring additional revenue to the Marina and to businesses within the Marina.

D. Media Interactions. The MdR CVB shall interact with the media in order to promote Marina del Rey as a destination of choice for visitors, tourists and business travelers. The MdR CVB shall prepare articles and news stories,

compile data, and gather and assemble news items, photographs, printed material and brochures descriptive of Marina del Rey's resources for use in such interactions.

- E. Marina Facilities. The MdR CVB shall cooperate with the County and private businesses to utilize both public and private facilities within the Marina to the fullest extent possible for the purpose of promoting Marina del Rey as a destination of choice for visitors, tourists and business travelers. The MdR CVB shall also review, from time to time, the facilities and services, both public and private, in Marina del Rey necessary to support convention and visitors' activities and advise the County and the business community of problems and needed improvements for support of such activities.
- F. Year-End Report. The MdR CVB shall prepare a year-end report within 45 days after each year's end for review by the Director. Each year-end report shall detail the activities and disbursements of the MdR CVB during the year and the current status of ongoing projects and activities planned for the remainder of the Agreement term.
- G. Staff. The MdR CVB shall employ competent personnel to carry on the promotional activities enumerated herein.

V. FURTHER TERMS AND CONDITIONS

- 1. Amendment of Agreement. Only nonmaterial Amendments to this Agreement which do not materially change the scope of the Agreement, increase the County's financial responsibility or impose additional liability on the County may be executed without approval of the Los Angeles County Board of Supervisors and all must be in writing and shall not be effective unless and until executed by the MdR CVB and, in the case of the County, until executed by the Director.
- 2. Assurance of Compliance With Civil Rights. The MdR CVB hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The MdR CVB shall comply with Attachment B - EEO Certification.
- 3. Assignment and Delegation. The MdR CVB may not assign its rights or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. County consent shall require written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any

approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims that the MdR CVB may have against County.

4. Authorization Warranty. The MdR CVB represents and warrants that the signatory to this Agreement is fully authorized to obligate the MdR CVB hereunder and that all requirements of the MdR CVB have been fulfilled to provide such actual authority.
5. Compliance With Applicable Law.
 - i. In the performance of this Agreement, the MdR CVB shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
 - ii. The MdR CVB shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the MdR CVB, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to the MdR CVB's indemnification obligations under this section shall be conducted by the MdR CVB and performed by counsel selected by the MdR CVB and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the MdR CVB fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the MdR CVB for all such costs and expenses incurred by County in doing so. The MdR CVB shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
6. Compliance With County's Jury Service Program. This Agreement 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, a copy of which is attached as Attachment D and incorporated by reference into and made a part of this Agreement.

Written Employee Jury Service Policy.

- i. Unless the MdR CVB has demonstrated to the County's satisfaction either that it is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that it qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the MdR CVB shall have and adhere to a written policy that provides that its employees shall receive from the MdR CVB, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the MdR CVB or that the MdR CVB deduct from the employees' regular pay the fees received for jury service.
- ii. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an agreement 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 the MdR CVB. "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) the MdR CVB has a longstanding 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 the MdR CVB uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- iii. If the MdR CVB is not required to comply with the Jury Service Program when the Agreement commences, the MdR CVB shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the MdR CVB shall immediately notify the County if the MdR CVB at any time either comes within the Jury Service Program's definition of "Contractor" or if the MdR CVB no longer qualifies for an exception to the Jury Service Program. In either event, the MdR CVB shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the MdR CVB demonstrate to the County's satisfaction that the MdR CVB either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the MdR CVB continues to qualify for an exception to the Program.
- iv. The MdR CVB's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such

material breach, County may, in its sole discretion, terminate the Agreement and/or bar the MdR CVB from the award of future County contracts for a period of time consistent with the seriousness of the breach.

7. Conflict of Interest. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the MdR CVB or have any other direct or indirect financial interest in this Agreement. No officer or employee of the MdR CVB who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The MdR CVB shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The MdR CVB warrants that it is not now aware of any facts that create a conflict of interest. If the MdR CVB hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

8. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List. Should the MdR CVB require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the MdR CVB 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 re-employment list during the life of this Agreement.
9. Consideration of Hiring GAIN/GROW Program Participants. Should the MdR CVB require additional or replacement personnel after the effective date of this Agreement, the MdR CVB 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 Opportunity for Work (GROW) Program who meet the MdR CVB's minimum qualifications for the open position. For this purpose, consideration shall mean that MdR CVB will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the MdR CVB. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

10. Responsibility and Debarment.

- i. Responsible Contractor. 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 Agreement. It is the County's policy to conduct business only with responsible contractors.
- ii. Chapter 2.202 of the County Code. The MdR CVB is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the MdR CVB on this or other agreements which indicates that the MdR CVB is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the MdR CVB from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the MdR CVB may have with the County.
- iii. Non-responsible Contractor. 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 a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, 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.
- iv. Contractor Hearing Board. 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.

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 tentative 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. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, 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 Contractor Hearing Board.

If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation 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 Contractor Hearing Board.

- v. Subcontractors of MdR CVB. These terms shall also apply to subcontractors of the MdR CVB.

- 11. Contractor's Acknowledgment of County's Commitment to Safely Surrendered Baby Law. The MdR CVB acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The MdR CVB understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The MdR

CVB will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

12. Contractor's Personnel. The MdR CVB shall provide qualified personnel to perform work and provide work products (deliverables) as indicated in this Agreement. MdR CVB will ensure that its staff possesses the required professional licenses and certificates, if any, required by the State of California.
13. Contractor's Warranty of Adherence to County's Child Support Compliance Program.
 - i. The MdR CVB acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
 - ii. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the MdR CVB's duty under this Agreement to comply with all applicable provisions of law, the MdR CVB warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements, as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
14. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program. The MdR CVB acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless the MdR CVB qualifies for an exemption or exclusion, the MdR CVB warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.
15. County's Quality Assurance Plan. The County or its agent will evaluate the MdR CVB's performance under the Agreement on a periodic basis. Such evaluation will include assessing the MdR CVB's compliance with all terms in the Agreement and performance standards identified in the Statement of Work. The MdR CVB's deficiencies that the County determines are severe or continuing and that may jeopardize performance of the Agreement will be

reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the MdR CVB. If improvement does not occur consistent with the corrective action measures, the County may terminate the Agreement in whole or in part or impose other penalties as specified in the Agreement.

16. County's Right to Renegotiate Agreement. The County retains the right to renegotiate the terms, conditions, and fees during the period of this Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

17. Covenant Against Contingent Fees.

- i. The MdR CVB warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the MdR CVB for the purpose of securing business.
- ii. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. Dissolution Audit. If, at any time during the term of this Agreement, the MdR CVB is dissolved, authorized representatives of the County shall be entitled to conduct an audit of the MdR CVB to determine what portion of the compensation paid by the County to date has been expended by the MdR CVB in furtherance of this Agreement. If such audit finds that the full amount of the compensation paid by the County has not been expended, the MdR CVB shall repay forthwith to the County said unexpended amount.

19. Employment Eligibility Verification.

- i. The MdR CVB warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The MdR CVB shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. The MdR CVB shall retain all such documentation for all covered employees for the period prescribed by law.

- ii. The MdR CVB shall indemnify, defend, and hold harmless the County, its agents, officers, and employees, from employer sanctions and any other liability that may be assessed against the MdR CVB or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.
- 20. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The MdR CVB agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
- 21. Independent Contractor Status.
 - i. This Agreement is by and between the County and the MdR CVB and 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 the MdR CVB. The MdR CVB is an independent contractor and the officers, employees and agents of one party shall not be, or be construed to be, the officers, employees or agents of the other party for any purpose whatsoever. The MdR CVB's employees shall not be entitled to any rights, benefits or privileges of County employees. Neither party shall be responsible for any obligations of the other, except as herein specifically provided.
 - ii. The MdR CVB shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the MdR CVB.
 - iii. The MdR CVB understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the MdR CVB and not employees of the County. The MdR CVB shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the MdR CVB pursuant to this Agreement.
- 22. Indemnification. The MdR CVB shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees and agents 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 the MdR CVB's acts and/or omissions arising from and/or related to this Agreement.

23. General Provisions for All Insurance Coverage. Without limiting the MdR CVB's indemnification of the County, the MdR CVB shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering the MdR CVB's activities. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to the County shall be delivered to the Director on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the County is to be given written notice at least 30 days in advance of any material modification or termination of any program of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by the County and shall name the County of Los Angeles and its elected officials, officers, employees and agents as additional insureds.
- i. Evidence of Coverage and Notice to County. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given insured status under the MdR CVB's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement .

Renewal Certificates shall be provided to County not less than 10 days prior to MdR CVB's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required MdR CVB and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, as well as list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the MdR CVB, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

The MdR CVB also shall promptly report to County any injury or property damage accident or incident, including any injury to an MdR CVB

employee, occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the MdR CVB. The MdR CVB also shall promptly notify County of any third party claim or suit filed against the MdR CVB or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against the MdR CVB and/or County.

- ii. Additional Insured Status and Scope of Coverage. The County of Los Angeles and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the MdR CVB's General Liability policy with respect to liability arising out of the MdR CVB's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of the MdR CVB's acts or omissions, whether such liability is attributable to the MdR CVB or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- iii. Cancellation of Insurance. Except in the case of cancellation for non-payment of premium, the MdR CVB's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than 30 days' advance written notice by mail of any cancellation of the Required Insurance. Ten days' prior notice may be given to County in event of cancellation for non-payment of premium.
- iv. Failure to Maintain Insurance. The MdR CVB's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to the MdR CVB and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from MdR CVB resulting from said breach.
- v. Insurer Financial Ratings. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- vi. Contractor's Insurance Shall Be Primary. The MdR CVB's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to the MdR CVB. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any MdR CVB coverage.

- vii. Waivers of Subrogation. To the fullest extent permitted by law, the MdR CVB hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The MdR CVB shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- viii. Subcontractor Insurance Coverage Requirements. The MdR CVB shall include all subcontractors as insureds under the MdR CVB's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. The MdR CVB shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and shall require that each subcontractor name the County and the MdR CVB as additional insureds on the subcontractor's General Liability policy. The MdR CVB shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- ix. Deductibles and Self-Insured Retentions (SIRs). The MdR CVB's policies shall not obligate the County to pay any portion of any MdR CVB deductible or SIR. The County retains the right to require the MdR CVB to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the MdR CVB's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- x. Claims Made Coverage. If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. The MdR CVB understands and agrees it shall maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.
- xi. Application of Excess Liability Coverage. The MdR CVB may use a combination of primary and excess insurance policies that provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- xii. Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- xiii. Alternative Risk Financing Programs. The County reserves the right to review, and then approve, the MdR CVB's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

- xiv. County Review and Approval of Insurance Requirements. The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

24. Insurance Coverage.

- i. Commercial Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- ii. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall be secured at such time as the MdR CVB uses autos pursuant to this Agreement and shall cover liability arising out of MdR CVB's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- iii. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

25. Notice of Non-Performance and Payment Deduction.

- i. If, in the judgment of the Director or his/her designee, the MdR CVB is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or his/her designee, at his/her option, in addition to or in lieu of other remedies provided herein, may withhold the entire installment payment or deduct pro rata for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the MdR CVB from the County will be forwarded to the MdR CVB by the Director or his/her designee in a written notice describing the reasons for said action.
- ii. If the Director or his/her designee determines that there are deficiencies in the performance of this Agreement that the Director or his/her designee deems are correctable by the MdR CVB over a certain time span, the Director or his/her designee will provide a written notice to the MdR CVB to correct the deficiency within specified time frames. Should the MdR CVB fail to correct deficiencies within said time frame, the Director or

his/her designee may deduct from the MdR CVB's payment, pro rata, those applicable portions of the Agreement sum.

- iii. The action noted above shall not be construed as a penalty, but as adjustment of payment to the MdR CVB to recover the County cost due to the failure of the MdR CVB to complete or comply with the provisions of this Agreement.
- iv. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified above and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

26. Nondiscrimination and Affirmative Action.

- i. The MdR CVB certifies and agrees that all persons employed by it and its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- ii. The MdR CVB shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- iii. The MdR CVB shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.
- iv. The MdR CVB certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- v. The MdR CVB certifies and agrees that it and its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- vi. If the County finds that any provisions of this Paragraph 26 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the MdR CVB has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the MdR CVB has violated the anti-discrimination provisions of this Agreement.
 - vii. The parties agree that in the event the MdR CVB violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
27. Notice to Employees Regarding the Federal Earned Income Credit. The MdR CVB shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax Laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.
28. Notice to Employees Regarding the Safely Surrendered Baby Law. The MdR CVB shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet 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 Attachment C of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.
29. Notices. All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

County:
Los Angeles County Department of
Beaches and Harbors
Attn.: Director
13837 Fiji Way
Marina del Rey, California 90292

MdR CVB:
Marina del Rey Convention & Visitors
Bureau, Inc.
Attn.: Executive Director
4551 Glencoe Avenue, #260
Marina del Rey, California 90292

Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

30. Proprietary Rights.

- i. Ownership. All materials, data and other information of any kind obtained by the MdR CVB from County personnel shall remain the property of the County. All materials, data, work product, reports, promotional materials and other information of any kind developed by the MdR CVB on behalf of the County pursuant to this Agreement shall be the joint property of the County and the MdR CVB, and, upon reasonable request, the County shall be entitled to copies and/or reproductions of any such items. In each case, the MdR CVB agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, work product, reports, promotional materials and other information. The MdR CVB shall not distribute any such materials, data, work product, reports, promotional materials or other information, in whole or in part, during or after the Agreement term, to anyone without the prior written approval of the Director or his/her designee. The provisions of this Section shall survive the expiration or other termination of this Agreement.
- ii. Maintenance of Files. The MdR CVB shall maintain copies of files and documents relating to its work performed under this Agreement, including supporting and backup data, and shall promptly make the files and documents available for the County's inspection or shall deliver copies to the County upon request of the Director or his/her designee. The County may require that some or all of the MdR CVB's work product be provided in electronic format.

31. Record Retention and Inspection/Audit Settlement.

- i. The MdR CVB shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The MdR CVB shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The MdR CVB agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the MdR CVB and shall be made available to the County during the term of this Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by

the MdR CVB at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the MdR CVB shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- ii. In the event that an audit of the MdR CVB is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the MdR CVB or otherwise, then the MdR CVB shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the MdR CVB's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such report(s).
 - iii. Failure on the part of the MdR CVB to comply with any of the provisions of this Paragraph 31 shall constitute a material breach of this Agreement, upon which the County may terminate or suspend this Agreement.
 - iv. If, at any time during the term of this Agreement or within five years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the MdR CVB regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the MdR CVB, then the difference shall be either: a) repaid by the MdR CVB to the County by cash payment upon demand; or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the MdR CVB from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the MdR CVB, then the difference shall be paid to the MdR CVB by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
32. Recycled Bond Paper. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the MdR CVB agrees to use recycled-content paper to the maximum extent possible on this Agreement.
33. Subcontracting.
- i. The requirements of this Agreement may not be subcontracted by the MdR CVB without the advance written approval of the County. Any attempt by the MdR CVB to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
 - ii. If the MdR CVB desires to subcontract, the MdR CVB shall provide the following information promptly at the County's request:

- (a) A description of the work to be performed by the subcontractor;
 - (b) A draft copy of the proposed subcontract; and
 - (c) Other pertinent information and/or certifications requested by the County.
 - iii. The MdR CVB shall indemnify, defend and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractors were MdR CVB employees.
 - iv. The MdR CVB shall remain fully responsible for all performances required of it under this Agreement, including those that the MdR CVB has determined to subcontract, notwithstanding the County's approval of the MdR CVB's proposed subcontract.
 - v. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The MdR CVB is responsible to notify its subcontractors of this County right.
 - vi. The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the MdR CVB shall forward a fully executed subcontract to the County for its files.
 - vii. The MdR CVB shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
 - viii. The MdR CVB shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The MdR CVB shall ensure delivery of all such documents to the County.
34. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of the MdR CVB to maintain compliance with the requirements set forth in Paragraph 13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the MdR CVB to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Paragraph 37 - Termination for Default and pursue debarment of the MdR CVB, pursuant to County Code Chapter 2.202.

35. Termination for Breach of Warranty to maintain Compliance with County's Defaulted Property Tax Reduction Program. Failure of the MdR CVB to maintain compliance with the requirements set forth in Paragraph 14 – Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of MdR CVB to cure such default within ten days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of MdR CVB, pursuant to County Code Chapter 2.206.

36. Termination for Default.

- i. The County may, by written notice to the MdR CVB, terminate the whole or any part of this Agreement, if, in the judgment of the Director:
 - (a) MdR CVB has materially breached this Agreement; or
 - (b) MdR CVB fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or
 - (c) MdR CVB fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and, in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- ii. In the event that the County terminates this Agreement in whole or in part, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The MdR CVB shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The MdR CVB shall continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph.
- iii. Except with respect to defaults of any subcontractors, the MdR CVB shall not be liable for any such excess costs of the type identified in Paragraph 37.ii if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the MdR CVB. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the County in either its sovereign or contractual capacity; acts of Federal or State governments in their sovereign capacities; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the MdR CVB. If the failure to perform is caused by the default of a subcontractor of the MdR CVB, and if

such default arises out of causes beyond the control of both the MdR CVB and subcontractors of MdR CVB, and without the fault or negligence of either of them, the MdR CVB shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractors of MdR CVB were obtainable from other sources in sufficient time to permit the MdR CVB to meet the required performance schedule.

- iv. If, after the County has given notice of termination under the provisions of this Paragraph 37, it is determined by the County that the MdR CVB was not in default under the provisions of this paragraph, or that the default was excusable under the provisions of sub-paragraph iii above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 36 - Termination for Convenience.
- v. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37. Termination for Improper Consideration.

- i. The County may, by written notice to the MdR CVB, immediately terminate the right of the MdR CVB to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the MdR CVB, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the MdR CVB's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the MdR CVB as it could pursue in the event of default by the MdR CVB.
- ii. The MdR CVB shall immediately report any attempt by a County officer or employee 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 (800) 544-6861.
- iii. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

38. Termination for Insolvency.

- i. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- (a) Insolvency of the MdR CVB. The MdR CVB shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the MdR CVB is insolvent within the meaning of the Federal Bankruptcy Code;
 - (b) The filing of a voluntary or involuntary petition regarding the MdR CVB under the Federal Bankruptcy Code;
 - (c) The appointment of a Receiver or Trustee for the MdR CVB; or
 - (d) The execution by the MdR CVB of a general assignment for the benefit of creditors.
 - ii. The rights and remedies of the County provided in this Paragraph 39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
39. Termination for Non-Adherence of County Lobbyist Ordinance. The MdR CVB, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by the MdR CVB, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the MdR CVB or any County lobbyist or County lobbying firm retained by the MdR CVB to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement .
40. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, the County shall not be obligated for the MdR CVB's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the MdR CVB in writing of any such non-allocation of funds at the earliest possible date.
41. Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held unenforceable, invalid, or illegal, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
42. Waiver. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The

rights and remedies set forth in this Paragraph 43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

43. Entire Agreement. This Agreement constitutes the entire agreement between the County and the MdR CVB and may be modified only by further written agreement between the parties hereto.

[illegible]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MARINA DEL REY CONVENTION AND
VISITORS BUREAU, INC., a California
non-profit corporation

By: _____
President

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Principal Deputy County Counsel



To enrich lives through effective and caring service

November 10, 2010



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

TO: Small Craft Harbor Commission

FROM: *Kerry Silverstrom for*
Santos H. Kreimann, Director

SUBJECT: **ITEM 6b – PROPOSED 2011 COMMISSION MEETING
SCHEDULE**

Small Craft Harbor Commission meetings are usually held on the second Wednesday of each month at 10:00 a.m. (unless otherwise noted), at the Burton Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. As requested by your Commission, three evening meetings were scheduled for 2010. For 2011, staff is recommending all meetings start at 10:00 a.m. unless there is an item of broad community interest, such as a lease extension proposal. When those items are to be presented to your Commission for recommendation, an evening meeting will be scheduled. Otherwise, evening meetings are more costly. During these tough economic times and due to our limited budget, all opportunities for cost savings must be considered.

We respectively submit the following 2011 calendar for your consideration and approval:

Date	Day of Week	Time
January 12, 2011	Wednesday	10:00 am
February 9, 2011	Wednesday	10:00 am
March 9, 2011	Wednesday	10:00 am
April 13, 2011	Wednesday	10:00 am
May 11, 2011	Wednesday	10:00 am
June 8, 2011	Wednesday	10:00 am
July 13, 2011	Wednesday	10:00 am
August 10, 2011	Wednesday	10:00 am
September 14, 2011	Wednesday	10:00 am
October 12, 2011	Wednesday	10:00 am
November 9, 2011	Wednesday	10:00 am
December 14, 2011	Wednesday	10:00 am

SHK:ks



To enrich lives through effective and caring service

November 4, 2010



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

TO: Small Craft Harbor Commission

FROM: *Kerry Silverstrom for*
Santos H. Kreimann, Director

SUBJECT: ITEM 7a - ONGOING ACTIVITIES REPORT

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

On September 7, 2010, the Board of Supervisors reappointed Tony Wong to another term as a Design Control Board member. Mr. Wong will continue to act as the appointee for the 5th District.

On September 14, 2010, the Board adopted the Mitigated Negative Declaration and approved a 33-year lease extension option with the Parcel 64 (Villa Venetia) lessee to allow for the renovation of the existing 224 existing apartment units, including apartment interiors, building facades, interior and exterior common areas, landscaping, hardscape, promenade, parking areas, and the immediately adjacent roundabout and center median within the Fiji Way right-of-way accessing the project, and the replacement, as required by the County, of the building systems.

On October 5, 2010, the Board approved Supervisor Knabe's motion directing the Fire Department to take the lead in reviewing and developing a comprehensive and coordinated update to the County's 2004 Emergency Oil Spill Contingency Plan, involving the Sheriff's Department and the Departments of Beaches and Harbors and Public Works, as well as the Coast Guard, local coastal cities and oil companies, as appropriate.

Also on October 5, 2010, the Board approved the contract for the construction of a sanitary sewer air scrubber along Admiralty Way in front of the Marina City Club.

REGIONAL PLANNING COMMISSION'S CALENDAR

The Regional Planning Commission considered and took public testimony on the proposed Marina del Rey Local Coastal Program Major Amendment at its November 3, 2010 meeting. The item was continued until December 15, 2010..

This Amendment was presented by the Department of Regional Planning to your Commission and the Design Control Board on September 15, 2010 at a joint special meeting.

VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE

On September 20, 2010, a court hearing occurred to decide whether or not one cause of action in the County's lawsuit against the City relative to its proposed project would be dismissed. In its lawsuit, the County claimed the City does not have a right under the Public Utilities Code (PUC) to use County streets for the sewer when it has a good alternative entirely within the City, as well as that the City did not comply with CEQA. The City attacked the County's PUC claim, arguing that the court should dismiss it outright because, according to the City, PUC section 10101 gives it the "absolute right" to use the County street to build its sewer line and the County does not have the right to prevent it. However, on September 20, the judge determined that the County had sufficiently pleaded its PUC cause of action and it could go forward. In so doing, the judge found that, although PUC section 10101 gives the City the right to build the sewer line under a street that is outside of its territorial limits, this right is not "unfettered". Rather, under the statutory scheme, PUC section 10103 requires the City to request the County's agreement to the City's proposed route and, if the parties don't agree, PUC section 10104 provides that the parties can have their respective rights determined by a court. In the proceeding, therefore, the judge ruled that the parties could submit the issue for a determination by the court, and the court would weigh the parties' interests.

OXFORD BASIN PROJECT UPDATE

The Department of Public Works (DPW) reported that a Sediment and Water Quality Characterization Study was completed in August 2010. A Phase II soil investigation is to be conducted and completed by April 2011. Final biological studies have been submitted and are currently being reviewed by DPW. A consultant has been hired to start the environmental review process for a Mitigated Negative Declaration.

REDEVELOPMENT PROJECT STATUS REPORT

The updated Marina del Rey Redevelopment Projects Descriptions and Status of Regulatory/Proprietary Approvals report is attached.

DESIGN CONTROL BOARD MINUTES

Minutes for the Design Control Board's August and September 2010 meetings have not yet been approved.

UNLAWFUL DETAINER ACTIONS

For the month of October, there were three unlawful detainer lawsuits reported by the lessees for failure to vacate premises after receiving a notice to vacate.

DIVERSION OF BALLONA CREEK DRY WEATHER FLOW TO HYPERION

As provided at the January 2010 meeting, DPW has opined that diverting Ballona Creek's dry weather flow to Los Angeles City's Hyperion Sewer Treatment Plant is technically feasible. However, the County does not presently have a budget to pursue this project, which will include but not be limited to a full environmental impact report,

review of rights of way needed for the various project alternatives, and a contract with the City of Los Angeles to discharge the diverted flow to the Hyperion plant.

There are no further updates to report.

PUBLIC ACCESS ON STRIP OF LAND BETWEEN OCEAN FRONT WALK AND THE BEACH

A meeting has been scheduled for November 8 downtown with Board Offices to discuss the City of Los Angeles' original plan to extend the Marvin Braude Bike Path southerly along the beach to the North Jetty. Both our Department and the Department of Public Works (DPW) will be present, as will Chairman Russ Lesser. DPW will be prepared to also talk about the Via Marina alignment from Washington to the Marina Channel. As you may recall from prior reports, DPW agreed that Via Marina could be improved to accommodate bicycle lanes, which would require Via Marina to be widened and/or the raised median modified. The City of Los Angeles was, therefore, informed that, if it wished to proceed with this project, the County would cooperate by expediting the required agreement, plans and permits, but the project would need to be City funded.

Regarding the County's Bicycle Master Plan, the plan is to have the draft Master Plan available for public comment from January to March 2011. During that time, a CEQA scoping meeting is planned, which will help determine the environmental document issues for either an Environmental Impact Report or a Negative Declaration.

SPECIFIC NEEDS AWARENESS PLANNING (S.N.A.P.) VOLUNTARY DISASTER REGISTRY

To better prepare the millions of Los Angeles County residents who have access and functional needs, including those relating to physical, medical, sensory, cognitive or age-related conditions, for disasters, such as earthquakes, wildfires or floods, the County's Office of Emergency Management (OEM) announced the launch of the Specific Needs Awareness Planning (S.N.A.P.) voluntary disaster registry.

The S.N.A.P. registry is an Internet-based system that will allow residents to provide information, which will be kept confidential, to public safety officials about their access or functional needs. S.N.A.P. does not guarantee priority response to registrants; it assists emergency response officials in planning and responding to the requirements of people with access and functional needs during a disaster by integrating database and mapping technology together.

S.N.A.P. was developed by the University of California Los Angeles School of Public Affairs in collaboration with the Los Angeles County Office of Emergency Management, Chief Executive Office, Office of Affirmative Action Compliance, Community and Senior Services, Fire, Health Services, Internal Services, Mental Health, Public Health, Public Social Services, Public Works and Sheriff, cities of Beverly Hills and Los Angeles, and

non-profit organizations, such as American Red Cross and Emergency Network Los Angeles.

To register for S.N.A.P., one needs to go to snap.lacounty.gov and click on "Register Now." Registrations can be made on an individual basis or as a group. Those individuals who do not have access to the Internet or may require additional assistance can ask a family member, friend or caregiver to register for them.

For more information, dial 2-1-1 LA County.

FOLLOW-UP FROM SEPTEMBER 8, 2010 MEETING:

Underground Oil Wells and Gas Lines in the Marina

The Department is working with both the Parcel 113 (Mariners Village) lessee and the Gas Company in an effort to gain additional information regarding permits for the abandonment of the gas wells. To the extent we are able to secure this information, we will provide it to your Commission at its next regularly scheduled meeting.

Laws Affecting the Development in Marina del Rey

Thomas Faughnan, Principal Deputy County Counsel, will brief the Commission on the various laws enabling development in Marina del Rey. Background information is attached.

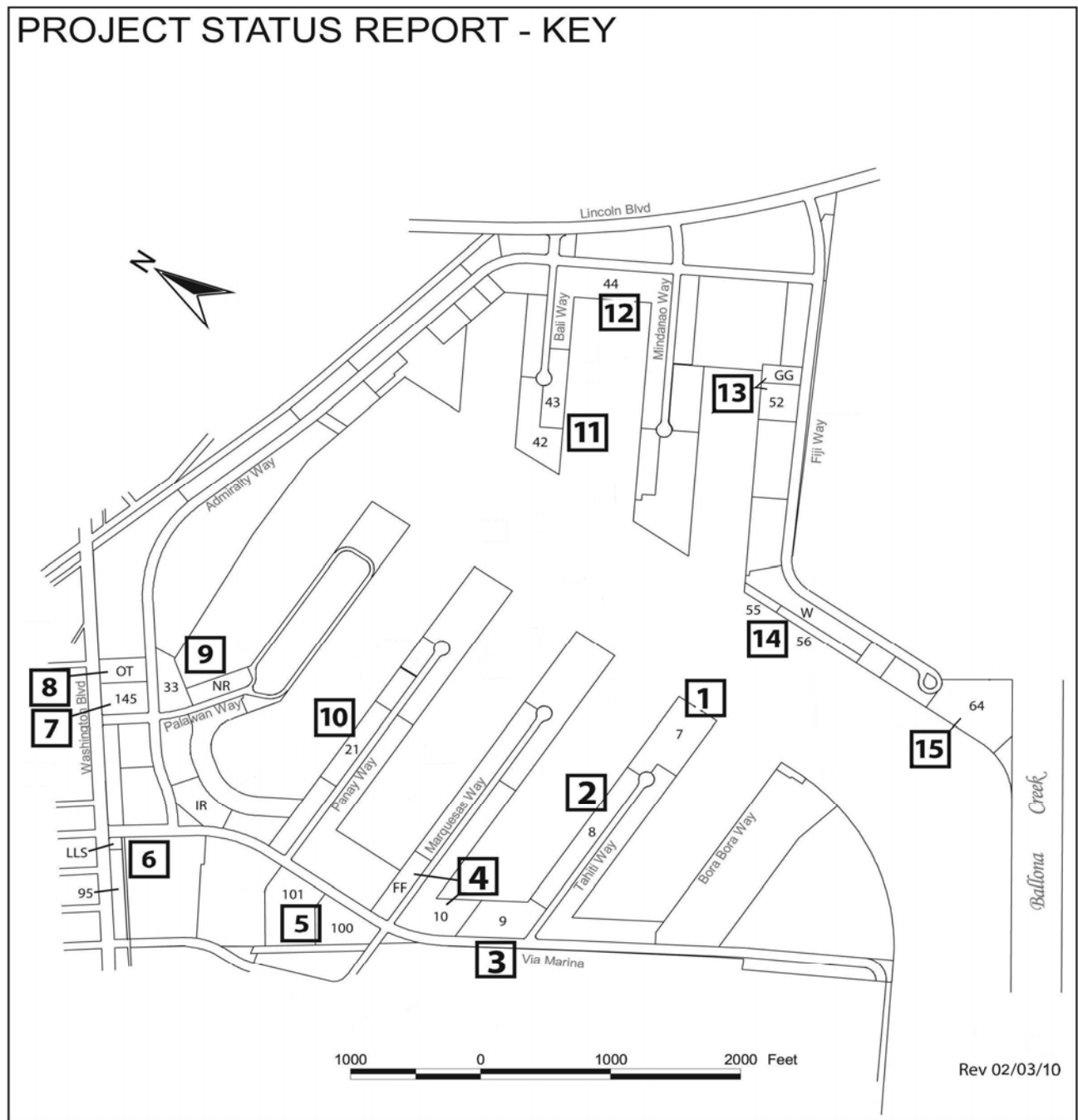
SHK:ks

Attachments (3)

Marina del Rey Redevelopment Projects
Descriptions and Status of Regulatory/Proprietary Approvals
As of October 25, 2010

Map Key	Parcel No. -- Project Name/Lessee	Lessee Name/ Representative	Redevelopment Proposed	Massing and Parking	Status	Regulatory Matters
1	7 -- Tahiti Marina/K. Hakim	Kamran Hakim	* Complete leasehold refurbishment; 149 apartments * Relocate landside boater facilities * 214 slips + 9 end ties will not be reconstructed at this time	Massing -- 3 stories, 36'-7" in height Parking -- Currently 465 spaces. Possible slight reduction of parking due to relocation of landside boating facilities. Impact is currently unknown.	Proprietary -- BOS action on term sheet on 9/29/09. Regulatory -- The 30-day public review period of the MND was 3/15/10 through 4/14/10. BOS certified MND on 7/20/10. Site renovation approved in concept by DCB on 7/21/10. DRP Site Plan application filed on 9/13/10.	No Variance proposed
2	8 -- Bay Club/ Decron Properties	David Nagel	* Building renovation; 205 apartments * 207 slips + 11 end ties will be reconstructed	Massing -- Two 3-story residential buildings over parking; 41' and 48' Parking -- 315 residential parking spaces and 172 slip parking spaces	Proprietary -- Term sheet action by BOS August 2008; lease extension option approved by BOS 12/8/09. Regulatory -- DCB conceptual approval on August 2008. Site Plan Review application filed with DRP on 12/4/08. BOS certified MND on 12/8/09. CDP application for new docks will be included in the Department's watersdie CDP.	No Variance proposed
3	9 -- Woodfin Suite Hotel and Vacation Ownership/ Woodfin Hotels	Ben Ryan	* 19-story, 288-room hotel (152 hotel rooms and 136 timeshare suites) * 6-story parking structure containing 360 spaces * New public transient docks * 28 foot-wide waterfront promenade * Wetland park	Massing -- 19-story hotel with 5-story parking structure, 225' tall, on northern half of parcel with view corridor and wetland park on southern half Parking -- All project required parking to be located on site	Proprietary -- Term sheet action by BOS February 2007 Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006. DCB approval of promenade improvements on 12/17/09. RPC approval of Tentative Tract Map, CDP, CUP, Parking Permit, Variance and FEIR for landside on 3/10/10. RPC approval of CDP for wetland park and Plot Plan for waterside on 3/10/10. Project appealed to BOS and meeting date to be determined.	CDP required from from CCC for waterside improvements
4	10/FF -- Neptune Marina/ Legacy Partners	Sean McEachorn	* 526 apartments * 161-slip marina + 7 end-ties * 28 foot-wide waterfront promenade * Replacement of public parking both on and off site	Massing -- Four 55' tall clustered 4-story residential buildings over parking with view corridor Parking -- 1,012 project required parking spaces to be provided (103 public parking spaces to be replaced off site)	Proprietary -- Term sheet action by BOS August 2004; lease documents approved by BOS August 2008 Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006. DCB approval of promenade improvements on 12/17/09. RPC certified EIR on 3/10/10 and recommended approval of Plan Amendment, CDP, CUP and Variance to BOS.	LCP amendment to allow apartments on Parcel FF, remove Open Space category, and transfer development potential from other development zones Parking permit to allow 103 replacement public parking spaces off site Variance for enhanced signage and reduced setbacks
5	100/101 -- The Shores/ Del Rey Shores	Jerry Epstein/ David Levine	* 544-unit apartment complex * 10 new public parking spaces	Massing -- Twelve 75' tall 5-story residential buildings Parking -- All parking required of the project to be located on site plus 10 public beach parking spaces	Proprietary -- Lease extension Option approved by BOS December 2006. 18-month extension of Option approved by BOS on 12/15/09. Regulatory -- RPC approval June 2006; BOS heard appeal February 2006; and approved project March 2007. Per court order, EIR redone as to grading; BOS approved EIR 12/16/08; Plan check application filed	Variance for enhanced signage
6	95/LLS -- Marina West Shopping Center/Gold Coast	Michael Pashaie/ David Taban	*23,500 square feet of commercial/retail/restaurant and public park component.	Massing -- Single story buildings Parking -- All parking required of the project to be located on site	Proprietary -- New Term sheet to be negotiated. Regulatory -- To be determined.	No Variance proposed
7	145 -- Marina International Hotel/ IWF Marina View Hotel	Dale Marquis	* Complete renovation of 134 rooms	Massing -- Two 3-story buildings, 42' and five 1-story bungalows, 22' Parking -- 208 parking spaces.	Proprietary -- BOS action on term sheet on 2/16/10. Regulatory -- DCB initial hearing November 2008; conceptual approval granted January 2009. Initial Study received by DRP May 2009; 30-day public review period of the MND was 3/10/10 through 4/09/10. BOS certification of MND pending.	No Variance proposed
8	OT -- Oceana Retirement Facility/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	* 114-unit congregate care units plus ancillary uses * 3,500 square feet of retail space * Replacement of 92 public parking spaces on site * Public accessway from Washington to Admiralty	Massing -- One 5-story residential (senior) building over ground-floor retail and parking; 65' tall Parking -- On-site parking includes all required project parking, 92 public parking spaces (94 public parking spaces to be replaced off site near Marina Beach)	Proprietary -- Lease documents approved by BOS July 2008. Regulatory -- DCB conceptual approval on August 2005; RPC filing May 2006. DCB approval of pedestrian plaza on 2/17/10. RPC certified EIR 4/28/10 and recommended approval of Plan Amendment, CDP, CUP, and Parking Permit to BOS.	LCP amendment to create Active Seniors Accommodations Land Use Category and rezone OT from Parking to Active Seniors Accommodations with Mixed Use Overlay Zone, and transfer development potential between Development Zones Parking permit for senior retirement facility and to allow some replacement public parking off site. No Variance proposed
9	33/NR -- The Waterfront	Ed Czucker/Derek Jones	* 292 apartments * 32,400 square-foot restaurant/retail space * Rooftop observation deck * Replacement public parking both on and off site	Massing -- Three 5-story mixed use residential/retail buildings (two 44' tall and one 61' tall) with view corridor Parking -- All required project parking to be located on site; 69 public parking spaces to be replaced on site.	Proprietary -- Lease documents in process and economic terms being negotiated. Regulatory -- DCB conceptual approval on August 2004; revised project considered by DCB on August 2008 and December 2008 where it was continued.	Change zoning for Pcls 33 and NR to Residential V with a Waterfront Overlay Zone. Parking permit to allow some replacement public parking off site. No Variance proposed
10	21 -- Holiday Harbor Courts/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	<u>Phase 1</u> * 5-story, 29,300 square-foot mixed-use building (health club, yacht club, retail, marine office) * 92-slip marina * 28 foot-wide waterfront promenade and pedestrian plaza <u>Phase 2 (Parcel C)</u> * Westernmost portion of land to revert to County for public parking	Massing -- One 56' tall commercial building with view corridor/community park Parking -- Six-level parking structure (447 spaces) to contain: all project required parking, 94 (replacement for OT) spaces and Parcel 20 boater parking	<u>Phase 1</u> Proprietary -- Lease option documents approved by BOS July 2008. Option has expired. Regulatory -- DCB conceptual approval on August 2005. RPC filing September 2006. DCB approval of promenade on 2/17/10. RPC certified EIR and approved CDP, CUP, and Parking Permit on 4/28/10. Appeal to BOS filed 5/12/10. <u>Phase 2 (Parcel C)</u> DCB hearing March and April 2006 on transfer of leasehold to County. Item continued.	CDP for landside from Regional Planning CDP for waterside from Coastal Commission No Variance proposed
11	42/43 -- Marina del Rey Hotel/ IWF MDR Hotel	Dale Marquis	* Complete renovation and dock replacement, which consists of a 154-room hotel and new 277-slip marina.	Massing -- 36' tall hotel building Parking -- 372 Parking spaces	Proprietary -- Term sheets initialed; Parcel 42 on 9/7/09 and Parcel 43 on 8/31/09. Regulatory -- DRP application for environmental review only was signed by DBH on 4/28/10. Agency review of Initial Study from 9/28/10 through 10/28/10.	No Variance proposed
12	44 - Pier 44/Pacific Marina Venture	Michael Pashaie/ David Taban	* Build 5 new visitor serving commercial and dry storage buildings * 91,090 s.f. visitor serving commercial space * 143 slips + 5 end ties and 234 dry storage spaces	Massing -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 65'5" tall. 771.5 lineal feet view corridor proposed Parking -- 381 at grade parking spaces will be provided with shared parking agreement (402 parking spaces are required)	Proprietary -- Term sheet to be negotiated . Regulatory -- Initial DCB review during the October 2008 meeting, but project will be revised.	Shared Parking Agreement No Variance proposed
13	52/GG -- Boat Central/ Pacific Marina Development	Jeff Pence	* 345-vessel dry stack storage facility * 30-vessel mast up storage space * 5,300 s.f. Countyboatwright facility	Massing -- 81.5' high boat storage building partially over water and parking with view corridor Parking -- All parking required of the project to be located on site, public parking to be replaced on Parcel 56	Proprietary -- Term sheet action by BOS on July 2006; SCHC approved Option March 2007; BOS approved Option May 2007. BOS granted extension and modification of Option on 11/10/09. Regulatory -- DCB disapproved project on May 2007. DRP application filed December 2008. Screencheck Draft EIR received July 2009. 2nd Screencheck Draft EIR received June 2010. Updated 2nd DEIR received 10/14/10 is currently being prepared for Agency review.	LCP amendment to rezone site to Boat Storage and to transfer Public Facility use to another parcel. Variance for reduced setbacks and Architectural Guidelines requiring that structures beat least 15 ft. from bulkhead
14	55/56/W -- Fisherman's Village/ Gold Coast	Michael Pashaie/ David Taban	* 132-room hotel * 65,700 square foot restaurant/retail space * 30-slip new marina * 28 foot-wide waterfront promenade	Massing -- Nine mixed use hotel/visitor-serving commercial/retail structures (8 1- and 2-story and 1 60'-tall hotel over ground floor retail/ restaurant), parking structure with view corridor Parking -- On-site parking includes all project required parking, parking for Parcel 61 lessee (Shanghai Reds) and replacement parking from Parcel 52	Proprietary -- Lease extention Option approved by BOS December 2005. Option expired Regulatory -- DCB conceptual approval in July 2006. DRP application filed May 2007. Screencheck DEIR in review.	Shared Parking Agreement Variance for reduced setbacks (side and waterfront)
15	64 -- Villa Venetia/ Lyon	Peter Zak	* Complete leasehold renovation	Massing -- Existing 224 units in 3 stories with portions over parking Parking -- All parking located on site	Proprietary -- BOS action on term sheet on 2/2/10 Regulatory -- Project has changed from redevelopment to refurbishment. Initial Study received by DRP May 2009. MND being recirculated and 30-day public review period was 7/5/10 through 8/4/10. BOS certified MND on 9/14/10.	No Variance proposed

PROJECT STATUS REPORT - KEY





LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
PUBLIC INTEGRITY DIVISION

STEVE COOLEY • District Attorney
JOHN K. SPILLANE • Chief Deputy District Attorney
CURTIS A. HAZELL • Assistant District Attorney

JANICE L. MAURIZI • Director

September 22, 2010

Small Craft Harbor Commission
Los Angeles County Department of Beaches and Harbors
13837 Fiji Way
Marina del Rey, California 90292

Subject: Allegation of Brown Act Violations
PID Case 10-0516

Dear Commissioners:

The Public Integrity Division of the District Attorney's Office received a complaint that the Small Craft Harbor Commission violated the Brown Act during the meeting of June 9, 2010. While this office does not specifically find that a violation occurred, there are comments made by the commission chair during the meeting that raise concerns.

As part of our process, we reviewed the audio recording of the June 9th commission meeting. At the beginning of the public comment portion of the meeting the commission chair stated that each speaker would have three minutes to address the commission.

The third member of the public to speak, a woman named Nancy, was allowed to address the commission for approximately 4½ minutes. The next speaker, John Nahhas, spoke for approximately one minute and twenty seconds when the chair stated, "Thank you, John. That's enough." The chair then continued, "Your time has been up hours ago based on new county rules and you're so off base on this I'm not going to waste the public's time anymore." To the commission's credit, Mr. Nahhas was then given an additional two minutes to complete his presentation.

California Government Code section 54954.3 requires public agencies covered by the Brown Act to provide an opportunity for members of the public to address the legislative body on issues within the subject matter jurisdiction of the agency. Although the agency may adopt reasonable regulations regarding the time, place and manner that members of the public can address the legislative body it may not regulate or restrict the content of the speech. Subsection (c) of that section states: The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body.

766 Hall of Records
320 West Temple Street
Los Angeles, CA 90012
(213) 974-6501

The commission's three-minute limit per person on public comment has been determined by this office to be reasonable. Had Mr. Nahhas not been allowed to address the commission for the entire three minutes, this office would have determined the commission to be in violation of the Brown Act. Since the speaker was ultimately allowed the full allotment of time, we are making no such determination.

While debating the actions and policies of the legislative body with a member of the public is certainly acceptable, and perhaps commendable, behavior by a board member, telling the member of the public that they are "off base" or limiting their time because the content of their speech is critical of the agency, does not conform to the spirit of the Brown Act. Restrictions based upon the content of a speaker's comments do not constitute reasonable time, place and manner regulations.

We urge your members to be mindful of the public's right to address anything within the subject matter jurisdiction of your agency, regardless of who is speaking or the tenor of their comments. Evenhanded application of the rules is essential to ensuring confidence in the agency's decision-making process, and keeps with the fundamental precepts of the Brown Act.

Very truly yours,

STEVE COOLEY

District Attorney

By 

JENNIFER LENTZ SNYDER

Assistant Head Deputy

Public Integrity Division



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL


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ANDREA SHERIDAN ORDIN
County Counsel

November 3, 2010

TO: SMALL CRAFT HARBOR COMMISSION

FROM: THOMAS J. FAUGHNAN 
Principal Deputy County Counsel
Property Division

RE: **County Obligations Regarding Marina del Rey under Public
Law 780, House Document No. 389 and the Board Resolution
Assuring Local Cooperation**

Your Commission has asked our office to address objections raised at prior Commission meetings by members of the public to various proposed actions or approvals of the County of Los Angeles ("County") on the grounds that the County is not in compliance with its obligations under the laws and documents that authorized the creation of a small craft harbor at Marina del Rey. The purpose of this memorandum is to provide background on the oft cited laws and documents and to advise you of the County's compliance with those laws and documents. We have included relevant portions of the laws and documents as attachments.

We also refer you to our earlier memorandum of July 14, 2003, wherein we addressed assertions by members of the public that the County did not own Marina del Rey.¹

¹ In that memorandum, we confirm that the County, not the federal government, owns the fee interest in the land areas and virtually all of the water areas of Marina del Rey and that Marina del Rey does not contain tidelands or submerged lands which are subject to the California public trust doctrine or to the regulatory authority of the State Lands Commission.

Public Law 780

Public Law 780, the River and Harbor Act of 1954 (the "Act"), is an act of the United States Congress "authorizing the construction, repair, and preservation of certain public works on rivers and harbors for navigation, flood control, and for other purposes" under the direction of the Secretary of the Army and supervision of the Chief of Engineers in the respective reports designated by the Act. Among the projects authorized by the Act is: "Playa del Rey Inlet and Harbor, Venice, California: House Document Numbered 389, Eighty-third Congress: *Provided*, That Federal participation in the provision of entrance jetties, entrance channel, interior channel and central basin recommended in the project report and presently estimated to cost \$7,738,000 shall not exceed 50 per centum of the cost thereof." The Act makes no further reference to the small craft harbor project that has come to be known as Marina del Rey.

House Document No. 389

House Document No. 389 consists of a letter dated May 11, 1954, from the Secretary of the Army, transmitting a letter from the Chief of Engineers, Department of the Army, dated August 8, 1952, in turn transmitting a report of the Board of Engineers for Rivers and Harbors ("Board of Engineers") dated October 30, 1951, recommending the provision of a harbor at Playa del Rey, California. The Document also includes comments from the Bureau of the Budget and various agencies of the State of California regarding the proposed project.

The recommendations of the Board of Engineers for the provision of a harbor at Playa del Rey were subject to the condition that the local interests agree to the following:

- (a) provide without cost to the United States all rights-of-way necessary for construction and maintenance of the improvement and furnish suitable spoil-disposal areas for initial work and subsequent maintenance when and as required;
- (b) secure and hold in the public interest lands bordering on the proposed development to a width sufficient for proper functioning of the harbor;
- (c) relocate oil wells and relocate and construct public utilities as required;
- (d) construct a bulkhead around basin K and stone revetment on the side slopes of the remaining basins;

(e) extend the north jetty at Ballona Creek to a length sufficient to hold the fill to be placed on the beach to the north thereof;

(f) provide adequate berthing and other facilities for small craft;

(g) provide adequate parking areas, access roads, and landscaping of the piers;

(h) **establish a public body to regulate the use and development of the harbor facilities which shall be open to all on equal terms;**

(i) dredge or bear the actual cost of dredging the 12 side basins;

(j) **maintain and operate the entire project except aids to navigation, entrance jetties, and project depths in the entrance channel, the interior channel, and in the central basin; and**

(k) hold and save the United States free from damages due to the construction and maintenance of the improvement. (House Document No. 389, pp. 12-13 (emphasis added.))

Federal participation was further conditioned upon the local interests not being relieved of responsibility for stabilization of beach fill along the shores of Santa Monica Bay with such federal assistance as may be authorized following completion of the cooperative beach-erosion-control study then in progress. (House Document No. 389, p. 13.)

The anticipated cost to the County for the project was \$19,427,000; costs to the federal government of participation in the project was estimated at \$6,193,000.² (House Document No. 389, p. 2.) The report of the Board of Engineers noted that: "The preponderance of benefits accruing to local interests as compared with general benefits of the type which warrant Federal participation is reflected in the relatively large non-Federal expenditures contemplated as compared with the proposed Federal costs." (House Document No. 389, p. 13.)

² The amount of the federal contribution was updated to \$7,738,000 in the Act.

Board Resolution Assuring Local Cooperation

On October 30, 1956, the County Board of Supervisors adopted a document entitled: "In the Matter of Marina del Rey Small Craft Harbor (Vicinity of Playa del Rey) Resolution Reaffirming Assurances of Local Cooperation with the United States and Adopting the Precise Map ("Board Resolution"). This resolution, which is attached adopted almost verbatim the conditions recommended by the Board of Engineers contained in House Document No. 389. The County's assurances of local cooperation set forth in the Board Resolution contain additional and slightly modified assurances than recommended in House Document No. 389 due to subsequent approval by the Chief of Engineers of a revised plan of improvement for Marina del Rey on June 29, 1956. (Design Memorandum No. 1 General Design for Playa del Rey Inlet and Harbor, Venice, California, dated November 1956 ("Design Memo"), pp. 5-6.)

Claims of the Public

Members of the public have asserted that the County is bound by the following condition which they assert is contained in House Document No. 389: "Provide without cost to the United States all necessary slips and slip facilities and facilities for the repair, service and supply of small craft on terms **reasonable** and equal to all." Their assertion is that by the County allowing its lessees to charge market rates for boat slips and apartments, the County is in violation of this condition. However, as you can see, this condition is not contained in the final recommendations of the Board of Engineers and it is not contained in the assurances of local cooperation in the Board Resolution.

The condition to which members of the public refer was contained in earlier resolutions of the Board of Supervisors adopted in 1948 and 1949 respectively, referenced in the comments of the State of California providing historical background on the project. (House Document No. 389, pp. 6-7.) It should be noted that earlier versions of the project included participation by the City of Los Angeles as a local interest, and a larger financial role by the federal government. (House Document No. 389, pp. 6-7.) It is unclear from House Document No. 389 why the final recommended conditions were modified, but it is clear that the conditions recommended by the Board of Engineers, and ultimately agreed to by the County do not contain the provision that services and facilities in Marina del Rey be provided "on terms **reasonable** and equal to all," rather, the facilities are to be "**open to all on equal terms.**" The County has always interpreted this provision to mean that facilities must be available to all without discrimination.

It should be emphasized that the federal government also required, and the County agreed to, "**maintain and operate the entire project**" except with respect to navigational aids, the jetties and dredging of the channels. (House Document No. 389, p. 13; Design Memo, p. 6, ¶20(m); and Board Resolution, p.2, ¶ 13.) This would include discretion over the pricing of services and facilities available in Marina del Rey and use of the land not directly related to the functioning of the harbor.

As we have previously discussed on numerous occasions, all of the County leases contain a "Controlled Prices" provision and the County has adopted Policy Statement 27 to implement this provision. The "Controlled Prices" provision and Policy Statement 27 provide the County with the ability to ensure that prices charged in Marina del Rey are reasonable, even though that is **not** a requirement of the federal participation in the project.

Except as set forth in the recommended local assurances, there are no specific requirements in House Document No. 389 or the Board Resolution that dictate the types of uses the County could make of the landside property the County acquired for development of the small craft harbor.

Members of the public have also questioned the County's compliance with the requirement to "**establish a public body to regulate the use and development of harbor facilities . . .**" (House Document No. 389, p. 13; Design Memo, p. 6, ¶20(k); and Board Resolution, p.2, ¶ 11. (emphasis added.)) As remains the case today, when the small craft harbor project was initiated, the Board of Supervisors ("Board") opted to be the public body with jurisdiction over the use and development of the small craft harbor. Nothing in House Document No. 389 states that the County needed to establish a separate public body to regulate the Marina. The Report of the District Engineer contained in House Document No. 389 notes that: "Either the city or county of Los Angeles would be able to meet the requirements of local cooperation through direct bond issue or formation of a harbor district." (House Document No. 389, p. 42, ¶ 88.) The County chose the former option, and that was acknowledged by the Army Corps of Engineers. (Design Memo, p. 7, ¶ 22.)

The Board is expressly authorized by State law to undertake and issue revenue bonds to finance "the acquisition, construction, maintenance, operation, improvement and development of public small boat harbors." Cal. Gov. Code § 26301(b). As required by Government Code section 26400.4, the question as to whether the Board of Supervisors would be authorized to issue revenue bonds for the small craft harbor was submitted to the electors of the County at the November 6, 1956 general election and a majority of the electors

voted in favor of authorizing the Board of Supervisors to issue revenue bonds in the amount of \$13 million to finance "small craft harbor improvements and facilities for public convenience."³ The revenue generated from the leasing of the County-owned property in Marina del Rey was pledged for repayment of the bonds⁴ consistent with Government Code section 26307, which provides in pertinent part that:

Title to all property acquired under this chapter and the revenue and income therefrom shall be in the name of the county. The title to such property and the revenue and income therefrom . . . pledged to the payment of and interest of any bonds issued hereunder is subject to the trusts created by this chapter in favor of the bondholders.

The management, operation and control of all improvements acquired, constructed or completed by the board under this chapter shall be fixed in the board and the powers, rights, functions and duties of the board with respect thereto shall not be impaired or interfered with.

The County has continued to maintain, operate and regulate the small craft harbor for the past 45 years.

The Small Craft Harbor Commission was established in 1961 to provide advice to the Board of Supervisors on policy and procedure related to the planning, financing and development of the small craft harbor and recreational areas, and the management and operation of the small craft harbor properties, as well as on the adequacy of rules and regulations established for the operation of

³ The question placed before the electorate was: "Shall the Board of Supervisors of the County of Los Angeles be authorized to adopt the revenue bond method of financing small boat harbor improvements and facilities for public convenience in conjunction therewith, as provided for by Chapter 14, Part 2, Division 2, Title III, of the Government Code of the State of California?" (Marina del Rey Revenue Bonds of 1959 Authorization Resolution ("Bond Authorization Resolution"), p. 1.)

⁴ "The Board of Supervisors covenants that it will proceed with diligence and will use its best efforts to lease all or such portions of the Project as may be necessary to provide Revenues in the amounts, at the times and for the purposes required by this Resolution." (Bond Authorization Resolution, p. 12, section 504.)

the small craft harbor, and upon request of the Board, to make recommendations regarding minimum and maximum prices to be charged by lessees and concessionaires, and such other matters as requested by the Board or the Department of Beaches and Harbors. (Los Angeles County Code § 2.116.100.) As we have previously advised, the Commission's role is purely advisory, and therefore, the Commission is not the public body referenced in the local assurances, but it does greatly assist the Board in carrying out that function.

Conclusion

The claim that the local assurances required by the federal participation in the funding of the small craft harbor at Marina del Rey included a condition to charge "reasonable" prices is not correct. However, the County does have controls over prices charged in Marina del Rey through its leases. As required by the local assurances, the Board of Supervisors is the public body that regulates use and development of the small craft harbor, and that role is authorized by State law and has been approved by the electorate, with no objection from the federal government. Further, the local assurances required by the federal government clearly placed control over operation and maintenance of the "entire project" in the County, except for the navigation aids, dredging and federally constructed harbor improvements.

The federal government has had an on-going presence in Marina del Rey since its construction. The Coast Guard has maintained a facility in Marina del Rey since 1962, and the Army Corps of Engineers retains responsibility for dredging the entrance and main channel areas and reviews waterside Marina development applications for impacts on the navigability of the Marina water areas. We are aware of no evidence that suggests that the federal government has ever alleged that the County is violating any of the local assurances provided by the County in 1956 as a condition of federal participation in the construction of the small craft harbor.

Based upon the above, we believe the claims made by members of the public with respect to these matters are unfounded.

TJF:ss

Enclosures

c: Santos H. Kreimann, Director of Beaches and Harbors

Interest on judgments.

SEC. 57. The last sentence of subsection (b) of section 2516 of Title 28, United States Code, is amended by inserting immediately after the word "allowed" where it appears in such sentence the words "for any period", so that such subsection will read as follows:

"(b) Interest on judgments against the United States affirmed by the Supreme Court after review on petition of the United States shall be paid at the rate of four percent per annum from the date of the filing of the transcript of the judgment in the Treasury Department to the date of the mandate of affirmance. Such interest shall not be allowed for any period after the term of the Supreme Court at which the judgment was affirmed."

Fees.

SEC. 58. Subsection (a) of section 2520 of Title 28, United States Code, is amended by striking out where it appears in such subsection the words "and the hearing of any case before the court, a judge, or a commissioner", so that such subsection will read as follows:

"(a) The Court of Claims shall by rules impose a fee not exceeding \$10, for the filing of any petition."

SEC. 59. (a) Chapter 165 of Title 28, United States Code, is amended by adding at the end thereof a new section to be designated as section 2521 entitled "Subpoenas" and to read as follows:

"§ 2521. Subpoenas

"Subpoenas requiring the attendance of parties or witnesses and subpoenas requiring the production of books, papers, documents or tangible things by any party or witness having custody or control thereof, may be issued for purposes of discovery or for use of the things produced as evidence in accordance with the rules and orders of the court. Such subpoenas shall be issued and served and compliance therewith shall be compelled as provided in the rules and orders of the court."

(b) The analysis to chapter 165 of Title 28, United States Code, immediately preceding section 2501 of such title, is amended by adding at the end thereof a new item 2521 to read as follows:

"2521. Subpoenas."

Approved September 3, 1954.

Public Law 780

CHAPTER 1264

AN ACT

September 3, 1954
[H. R. 9859]

Authorizing the construction, repair, and preservation of certain public works on rivers and harbors for navigation, flood control, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

River and Harbor
Act of 1954.

TITLE I—RIVERS AND HARBORS

SEC. 101. That the following works of improvement of rivers and harbors and other waterways for navigation, flood control, and other purposes are hereby adopted and authorized to be prosecuted under the direction of the Secretary of the Army and supervision of the Chief of Engineers, in accordance with the plans and subject to the conditions recommended by the Chief of Engineers in the respective reports hereinafter designated: *Provided*, That the provisions of section 1 of the River and Harbor Act approved March 2, 1945 (Public, Numbered 14, Seventy-ninth Congress, first session), shall govern with respect to projects authorized in this title; and the procedures therein set forth with respect to plans, proposals, or reports for works of improvement for navigation or flood control and for irrigation and purposes incidental thereto, shall apply as if herein set forth in full:

59 Stat. 10.

Wisconsin.

Cornucopia Harbor, Wisconsin: House Document Numbered 434, Eighty-third Congress, at an estimated cost of \$220,000;

Michigan.

Sheboygan Harbor, Wisconsin: House Document Numbered 554, Eighty-second Congress, at an estimated cost of \$217,200;

Holland Harbor, Michigan: House Document Numbered 282, Eighty-third Congress, at an estimated cost of \$574,400: *Provided*, That local interests will contribute 25 per centum of the cost of dredging Section B, but not to exceed \$45,500, in addition to the local co-operation required by the project document;

Crooked and Indian Rivers, Michigan: House Document Numbered 142, Eighty-second Congress, at an estimated cost of \$225,000;

Saginaw River, Michigan: In accordance with the report of the Chief of Engineers, dated June 7, 1954, at an estimated cost of \$4,496,800;

Ohio.

Toledo Harbor, Ohio: House Document Numbered 620, Eighty-first Congress, at an estimated cost of \$512,000;

Ashtabula Harbor, Ohio: House Document Numbered 486, Eighty-third Congress, at an estimated cost of \$4,900,000;

Pennsylvania.

Erie Harbor, Pennsylvania: House Document Numbered 345, Eighty-third Congress, at an estimated cost of \$174,000;

New York.

Black Rock Channel and Tonawanda Harbor, New York: House Document Numbered 423, Eighty-third Congress, at an estimated cost of \$270,000;

Little River at Cayuga Island, Niagara Falls, New York: House Document Numbered 246, Eighty-third Congress, at an estimated cost of \$36,900;

Oswego Harbor, New York: House Document Numbered 487, Eighty-first Congress, at an estimated cost of \$2,459,000;

California.

Los Angeles and Long Beach Harbors, California: House Document Numbered 161, Eighty-third Congress, at an estimated cost of \$896,500: *Provided*, That the Secretary of the Army is hereby authorized to reimburse local interests for such work as they may have done upon this project prior to July 1, 1953, at actual cost to local interests insofar as the same shall be approved by the Chief of Engineers and found to have been done in accordance with the project hereby adopted: *Provided further*, That such reimbursement shall be subject to appropriations applicable thereto or funds available therefor and shall not take precedence over other pending projects of higher priority for harbor improvement: *And provided further*, That such payments shall not exceed the sum of \$500,000;

Playa del Rey Inlet and Harbor, Venice, California: House Document Numbered 389, Eighty-third Congress: *Provided*, That Federal participation in the provision of entrance jetties, entrance channel, interior channel and central basin recommended in the project report and presently estimated to cost \$7,738,000 shall not exceed 50 per centum of the cost thereof;

Port Hueneme, California: House Document Numbered 362, Eighty-third Congress, at an estimated cost of \$5,437,000;

Richmond Harbor, California: House Document Numbered 395, Eighty-third Congress, at an estimated cost of \$2,086,000;

Oregon.

Rogue River, Harbor at Gold Beach, Oregon: Senate Document Numbered 83, Eighty-third Congress, at an estimated cost of \$3,758,700;

Umpqua Harbor and River, Scholfield River at Reedsport, Oregon: Senate Document Numbered 133, Eighty-first Congress, at an estimated cost of \$41,000;

Tillamook Bay and Bar, Oregon: Senate Document Numbered 128, Eighty-third Congress, at an estimated cost of \$1,500,000;

Department of
Beaches and Harbors

MAY 14 '03

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Chief City Director		
Deputy Director		
Executive Assistant		
Admin. Services		
Asset Management		
Facilities Property Mlce		
Community Services		
Planning		

PLAYA DEL REY INLET AND BASIN, VENICE, CALIF.

LETTER

FROM

THE SECRETARY OF THE ARMY

TRANSMITTING

A LETTER FROM THE CHIEF OF ENGINEERS, DEPARTMENT OF THE ARMY, DATED AUGUST 8, 1952, SUBMITTING A REPORT TOGETHER WITH ACCOMPANYING PAPERS AND AN ILLUSTRATION, ON A PRELIMINARY EXAMINATION AND SURVEY OF HARBOR AT PLAYA DEL REY, CALIF., AND A REVIEW OF REPORTS ON PLAYA DEL REY INLET AND BASIN, VENICE, CALIF., AS AUTHORIZED BY THE RIVER AND HARBOR ACT APPROVED ON AUGUST 26, 1937, AND REQUESTED BY A RESOLUTION OF THE COMMITTEE ON COMMERCE, UNITED STATES SENATE, ADOPTED ON JUNE 2, 1936

MAY 13, 1954.—Referred to the Committee on Public Works and ordered to be printed, with one illustration

DEPARTMENT OF THE ARMY,
Washington 25, D. C., May 11, 1954.

The SPEAKER OF THE HOUSE OF REPRESENTATIVES.

DEAR MR. SPEAKER: I am transmitting herewith a report dated August 8, 1952, from the Chief of Engineers, Department of the Army, together with accompanying papers and an illustration, on a preliminary examination and survey of Harbor at Playa del Rey, Calif., and a review of reports on Playa del Rey Inlet and Basin, Venice, Calif., with a view to determining whether any improvement of the locality is warranted at the present time, authorized by the River and Harbor Act approved on August 26, 1937, and requested by a resolution of the Committee on Commerce, United States Senate, adopted on June 2, 1936.

In accordance with section 1 of Public Law 14, 79th Congress, the views of the State of California and the Department of the Interior are set forth in the enclosed communications.

The Bureau of the Budget advises that while there is no objection to submission of the report to Congress, authorization of the improvement recommended therein would not be in accord with the program of the President unless the Federal participation is limited to 50 percent of the cost of the general navigation facilities. The complete views of the Bureau of the Budget are contained in the attached copy of its letter.

Sincerely yours,

ROBERT T. STEVENS,
Secretary of the Army.

COMMENTS OF THE BUREAU OF THE BUDGET

EXECUTIVE OFFICE OF THE PRESIDENT,
BUREAU OF THE BUDGET,
Washington 25, D. C., April 28, 1954.

The honorable the SECRETARY OF THE ARMY.

MY DEAR MR. SECRETARY: Your letter dated March 20, 1953, states that no modifications or revisions need be made from the standpoint of general policy or procedure in the 27 final proposed reports of the Chief of Engineers pending in the Bureau of the Budget on January 20, 1953. One of these is the report on the project at Playa del Rey, Calif. This report had been authorized by the River and Harbor Act approved on August 26, 1937, and requested by a resolution of the Committee on Commerce, United States Senate, adopted on June 2, 1936. Acting Secretary Johnson submitted the report to this office on August 19, 1952.

The Chief of Engineers recommends, subject to certain conditions of local cooperation, the provision of a harbor at Playa del Rey, Calif. First costs to the United States, including aids to navigation, are estimated at \$6,193,000 by the Board of Engineers for Rivers and Harbors. First costs to local interests are estimated at \$19,427,000. It is noted that the Board's estimate of \$25,620,000 for total first costs is based largely on cost estimates made in 1948. On this basis, annual costs are computed to be \$933,025. Annual benefits are estimated at \$1,296,000. The resulting benefit-cost ratio is 1.4.

The Chief of Engineers considers the proposed Federal participation in the project appropriate "if it is the intent of Congress to provide Federal assistance in the development of recreational boating facilities of the type proposed in this report."

The President in his 1955 budget message stated that, "to the greatest extent possible, the responsibility for resource development, and its cost, should be borne by those who receive the benefits." The benefits from Playa del Rey harbor evidently will be largely local in character. While it is recognized that under the proposed plan local interest will be required to spend large sums for lands,

piers, bulkheads, floats, paving, and other facilities, they would be making no contribution to the cost of the general navigation features of the project. The vessel berthing and shore works are items which traditionally have been furnished by local interests in the case of all navigation improvements to insure effective use of the facilities provided by the Federal Government.

We believe that the Federal share of the costs of all recreational harbors should be limited to not more than 50 percent of the first cost of providing the general navigation facilities. In the case of Playa del Rey the general facilities appear to include the jetties, entrance channel, interior channel, and central basin.

Accordingly, while there would be no objection to submission of the report on Playa del Rey Harbor to Congress, authorization of the improvement recommended therein would not be in accord with the program of the President unless the Federal participation is limited to 50 percent of the cost of the general navigation facilities.

Sincerely yours,

DONALD R. BELCHER, *Assistant Director.*

COMMENTS OF THE STATE OF CALIFORNIA

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS,
Sacramento, June 26, 1952.

Gen. LEWIS A. PICK,
Chief of Engineers,

Department of the Army, Washington, D. C.

DEAR SIR: Your proposed report on a review of reports on and preliminary examination and survey of Playa del Rey Inlet and Basin, Venice, Calif., was received on April 7, 1952, and transmitted on the same date to the division of water resources of this department for review and report thereon.

The report of the division of water resources has been received and is transmitted herewith in accordance with the provisions of Public Law 14, 79th Congress, 1st session.

I concur in the recommendations contained in the report of the division of water resources and it is requested that said report be considered as expressing the views and recommendations of the State of California on your proposed report on a review of reports on and preliminary examination and survey of Playa del Rey Inlet and Basin, Venice, Calif. It is further requested that the report of the division of water resources, dated June 26, 1952, on this subject be transmitted to the President of the United States and to the Congress along with the other material that may be so transmitted.

Very truly yours,

FRANK B. DURKEE,
Director of Public Works.

abandoned due to low production and salt-water intrusion, leaving 111 wells on low production.

Local interests consider that the proposed harbor at Playa del Rey would be an integral unit of an adopted general plan for development of the Santa Monica Bay shoreline. This plan includes widening and improving beaches, providing adequate bath houses, parking areas, picnic facilities, special recreation centers, bathing and wading beaches, fishing piers, youth organization camps, tourist parks with cabin and trailer accommodations, and a bird refuge.

Cost of proposed works

In the report of the district engineer, the total first cost of the project is given as \$25,603,000, with a Federal first cost of \$9,098,000 and non-Federal first cost of \$16,505,000. The total annual carrying charges would be \$919,920, and the annual benefits would be \$1,529,000. The benefit-cost ratio of the proposed harbor project would be 1.7 to 1.

The Board of Engineers for Rivers and Harbors, in reviewing the report of the district engineer, reevaluated the costs and benefits estimated by the district engineer. In considering both the evaluated and intangible benefits, the Board stated in its report that the Federal interest in the proposed improvement would be served by Federal participation to the extent of providing and maintaining the entrance jetties, entrance channel, interior channel, and central basin shown on the maps accompanying the district engineer's report, all at an estimated first cost of \$6,151,000 for construction exclusive of aids to navigation, and \$25,000 annually for maintenance, with local interests providing and maintaining all other works including dredging of the side basins at an estimated first cost of \$19,427,000.

The Board of Engineers for Rivers and Harbors also reduced the benefits allocated by the district engineer to sport fishing vessels from \$280,000 to \$47,000, making the total annual benefits \$1,296,000. Subsequent to the submission of the report by the district engineer, the United States Coast Guard submitted a revised estimate of \$42,000 for first cost of aids to navigation, an increase of \$17,000, making a total first cost of the project of \$25,620,000. The total annual carrying charges are estimated by the Board to be \$933,025, of which \$277,555 is Federal, and \$655,470 is non-Federal, giving a benefit-cost ratio of 1.4. The recommendation of the Board of Engineers for Rivers and Harbors as to Federal participation is concurred in by the Chief of Engineers.

Local contributions

At its meeting on April 25, 1946, the City Council of Los Angeles adopted a report declaring that the public interest and welfare of the city of Los Angeles and vicinity require the provision of additional small craft facilities by means of construction of a small craft harbor at Playa del Rey, assisting the Federal Government in such undertaking by assuming those obligations required under Federal law in connection with the project.

By resolution adopted September 28, 1948, and June 7, 1949, the Board of Supervisors of the County of Los Angeles declared that the public interest and welfare of the county of Los Angeles and its citizens require that provision be made for additional small craft facilities by means of construction of a small craft harbor at Playa del

Rey. The Board agreed, insofar as it is authorized by law and the favorable vote of the electorate to do so, to assume the following obligations in connection with the Playa del Rey Harbor project:

- (1) Provide without cost to the United States all lands, easements, and rights-of-way for the construction and maintenance of the proposed improvements;
- (2) Hold and save the United States free from all claims for damages arising from the construction or operation of the improvement;
- (3) Assume the cost of alteration, relocation, or rebuilding of highways and highway bridges, or arrange for the alteration, relocation, or rebuilding of these highways and highway bridges without cost to the United States;
- (4) Assume the cost of relocation or reconstruction of utilities or drainage structures;
- (5) Contribute in cash or equivalent work, the cost of a steel sheet pile bulkhead and stone revetment required in the side basins;
- (6) Provide without cost to the United States all necessary slips and slip facilities and facilities for the repair, service, and supply of small craft on terms reasonable and equal to all;
- (7) Secure and hold for public interest lands bordering on the proposed improvement to a depth sufficient for the proper functioning of the harbor;
- (8) Furnish assurances satisfactory to the Secretary of War that the area will be improved by the construction of slips, utilities, repair facilities, and other appurtenant works, without cost to the United States and at a rate that will result in complete development of the harbor area within a reasonable time in accordance with plans and time schedules to be approved by the Secretary of War;
- (9) Assume the cost of extending the upcoast jetty at Ballona Creek flood-control channel.
- (10) Operate and maintain the entire project except aids to navigation, entrance jetties, and project depths in the entrance and interior channels, and in central basin.

According to the report of the Board of Engineers for Rivers and Harbors, local interests were advised of the reduction in financial participation by the Federal Government in the first cost of the project and, at a public hearing held by the Board of Engineers for Rivers and Harbors in the area of the desired improvement, local interests indicated they would endeavor to cooperate in the work of improvement to the extent considered necessary by the Board.

COMMENTS BY STATE AGENCIES

The proposed report of the Chief of Engineers on survey, navigation Playa del Rey Inlet and Basin, Venice, Calif., has been reviewed. As a result of this review and study, the following comments are respectfully submitted:

Division of Water Resources

The following is quoted from the district engineer's report concerning the effect of the construction of the project on saline contamination of the ground waters of the west coast basin:

50. *Saline contamination.*—An investigation was made concerning the effects of the proposed harbor on saline contamination of underground water. This investigation indicated that (1) sea water has already contaminated the ground water

Paragraph 49 of the district engineers report covers the effect of the harbor improvement on wildlife resources. It is noted that the Fish and Wildlife Service of this Department in a letter of April 26, 1946, indicated that no objection will be interposed to construction of the project on account of the elimination of certain wildlife habitat. The district engineer also received a letter from the regional director of the Fish and Wildlife Service dated September 14, 1949, commenting on the project. It is suggested that these letters from a part of the enclosures accompanying the survey report when it is transmitted to the Bureau of the Budget and to the Congress. I endorse the position taken in these communications to the district engineer from the Fish and Wildlife Service.

Opportunity to review and comment on the reports is sincerely appreciated.

Sincerely yours,

MASTIN G. WHITE,
Acting Secretary of the Interior.

REPORT OF THE CHIEF OF ENGINEERS, DEPARTMENT OF THE
ARMY

DEPARTMENT OF THE ARMY,
OFFICE OF THE CHIEF OF ENGINEERS,
Washington 25, D. C., August 8, 1952.

Subject: Playa del Rey Inlet and Basin, Venice, Calif.
To: The Secretary of the Army.

1. I submit herewith for transmission to Congress the report of the Board of Engineers for Rivers and Harbors in response to resolution of the Committee on Commerce of the United States Senate, adopted June 2, 1936, requesting the Board to review the reports on Playa del Rey Inlet and Basin, Venice, Calif., printed in House Document No. 1880, 64th Congress, 2d session, with a view to determining whether any improvement of the locality is warranted at the present time. It is also in review of the reports on preliminary examination and survey of harbor at Playa del Rey, Calif., authorized by the River and Harbor Act approved August 26, 1937.

2. After full consideration of the reports secured from the district and division engineers, and after affording local interests full opportunity to be heard, the Board recommends provision of a harbor at Playa del Rey, Calif., to consist of 2 entrance jetties each about 2,300 feet long; an entrance channel 20 feet deep, 600 feet wide, and 1,925 feet long; an interior channel 20 feet deep, 600 feet wide, and 5,600 feet long; a central basin 10 feet deep; and 2 side basins 20 feet deep and 10 side basins 10 feet deep, separated by mole-type piers; the dredged material to be utilized for construction of the piers and for deposition on adjacent lowlands and beaches; all generally in accordance with the plan of the district engineer and the comments herein, and with such modifications thereof as in the discretion of the Chief of Engineers may be advisable; at an estimated cost to the United States of \$6,151,000 for construction and \$25,000 annually for maintenance, subject to the condition that local interests agree to: (a) provide without cost to the United States all rights-of-way necessary for construction and maintenance of the improvement and furnish suitable spoil-disposal areas for initial work and subsequent main-

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tenance when and as required; (b) secure and hold in the public interest lands bordering on the proposed development to a width sufficient for proper functioning of the harbor; (c) relocate oil wells and relocate and construct public utilities as required; (d) construct a bulkhead around basin K and stone revetment on the side slopes of the remaining basins; (e) extend the north jetty at Ballona Creek to a length sufficient to hold the fill to be placed on the beach to the north thereof; (f) provide adequate berthing and other facilities for small craft; (g) provide adequate parking areas, access roads, and landscaping of the piers; (h) establish a public body to regulate the use and development of the harbor facilities which shall be open to all on equal terms; (i) dredge or bear the actual cost of dredging the 12 side basins; (j) maintain and operate the entire project except aids to navigation, entrance jetties, and project depths in the entrance channel, the interior channel, and in the central basin; and (k) hold and save the United States free from damages due to the construction and maintenance of the improvement; and also subject to the condition that adoption of a project as recommended shall not relieve local interests of responsibility for stabilization of beach fill along the shores of Santa Monica Bay with such Federal assistance as may be authorized following completion of the cooperative beach-erosion-control study now in progress. The local cooperation is estimated to cost \$19,427,000.

3. The proposed improvements are designed to meet recreational boating needs and are not significant from the standpoint of commercial navigation. The preponderance of benefits accruing to local interests as compared with general benefits of the type which warrant Federal participation is reflected in the relatively large non-Federal expenditures contemplated as compared with the proposed Federal costs. The proportion of Federal and non-Federal participation recommended by the Board of Engineers for Rivers and Harbors is considered appropriate if it is the intent of Congress to provide Federal assistance in the development of recreational boating facilities of the type proposed in this report. Subject to this, I concur in the views and recommendations of the Board. I further recommend that any authorizing legislation provide that construction shall not be initiated until conditions are such that the work will not interfere with the effort needed to meet existing and prospective emergency requirements.

LEWIS A. PICK,
Lieutenant General, Chief of Engineers.

REPORT OF THE BOARD OF ENGINEERS FOR RIVERS AND HARBORS

CORPS OF ENGINEERS, UNITED STATES ARMY,
BOARD OF ENGINEERS FOR RIVERS AND HARBORS,
Washington 25, D. C., October 30, 1951.

Subject: Playa del Rey Inlet and Basin, Venice, Calif.

To: The Chief of Engineers, Department of the Army.

1. This report is submitted in response to the following resolution adopted June 2, 1936:

Resolved by the Committee on Commerce of the United States Senate, That the Board of Engineers for Rivers and Harbors, created under section 3 of the River and Harbor Act approved June 13, 1902, be, and is hereby, requested to review the reports on Playa del Rey Inlet and Basin, Venice, Calif., printed in House Document No. 1880, 64th Congress, 2d session, with a view to determining whether any improvement of the locality is warranted at the present time.

83. Annual tangible benefits from the navigation improvement would be \$215,000 from increased value of filled land, \$16,000 from cost of mosquito control savings, \$900,000 from recreational harbor benefits, \$35,000 from automobile travel savings, \$8,000 from boat maintenance savings, \$75,000 from prevention of boat damage, and \$280,000 from increased fish catch, a total of \$1,529,000 a year.

84. In addition to the tangible benefits, the proposed navigation project would result in large intangible benefits which have considerable weight in justification of the project. The intangible benefits would include the noncalculable benefits from (1) the increased safety of navigation, (2) the recreational value of an all-year small-craft harbor near the largest concentration of boatowners in the Los Angeles metropolitan area, (3) the promotion of general welfare by the increase in opportunities for employment, and (4) increase in land values in the vicinity of the proposed harbor area that would be partially attributable to the proposed navigation improvement.

85. The estimated total first cost of the proposed navigation project is \$25,603,000. Of this amount, \$16,505,000 would be borne by local interests. The total annual charges would be \$919,920 and the total annual benefits \$1,529,000. The benefit-cost ratio is 1.7 to 1.

86. The project considered by the district engineer meets the present desires of local interests. The project has the approval of the city of Los Angeles and Los Angeles County. The harbor project forms one unit of the master plan of the county of Los Angeles for shoreline development. The project is also one unit of the plan of the city of Los Angeles for the development of the shoreline between El Segundo and Topanga Canyon. This plan was approved by the Los Angeles City Council. The overall plan of development proposed by the city of Los Angeles is included as enclosure 11.¹

87. Departures from the original plans desired by local interests were made by the district engineer to provide better navigation conditions within the proposed harbor and entrance channel, to make more efficient use of the dredged water area, and to reduce the total cost of the proposed improvements.

88. Both the city of Los Angeles and the county of Los Angeles have expressed their desire and willingness to cooperate with the Federal Government by sharing in the cost of the project through fulfilling all items of local cooperation required. Either the city or county of Los Angeles would be able to meet the requirements of local cooperation through direct bond issue or formation of a harbor district. The State of California has adopted a policy of assisting local bodies in meeting items of cooperation for flood control required by the Federal Government, as evidenced by the State Water Resources Act approved July 19, 1945, appropriating \$30 million for that purpose. The State also has a policy of cooperating with local public bodies on a matching basis in the acquisition of beaches. It is reasonable to assume that these policies will be extended to include other Federal projects.

89. An investigation of the small-craft harbors in southern California indicates an urgent need for additional facilities. Newport Bay Harbor is the only first-class small-craft harbor in the southern California

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GORDON T. NESVIG
CHIEF CLERK OF THE BOARD

County of Los Angeles

Board of Supervisors
501 Hall of Records
Los Angeles 12

MEMBERS OF THE BOARD
BURTON W. CHASE
CHAIRMAN
HERBERT C. LEGG
KENNETH HAHN
JOHN ANSON FORD
ROGER W. JESSUP

RESOLUTION

INTRODUCED BY SUPERVISOR Roger W. Jessup

TUESDAY, OCTOBER 30, 1956

The Board met in regular session. Present: Supervisors Burton W. Chase, Chairman presiding, Herbert C. Legg, Kenneth Hahn, John Anson Ford and Roger W. Jessup; and Harold J. Ostly, Clerk, by Gordon T. Nesvig, Deputy Clerk.

* * *

177
IN RE MARINA DEL REY SMALL CRAFT HARBOR: RESOLUTION REAFFIRMING ASSURANCES OF LOCAL COOPERATION WITH THE UNITED STATES AND ADOPTING THE PRECISE MAP.

On motion of Supervisor Jessup, unanimously carried, (Supervisors Legg and Hahn being temporarily absent), it is ordered that the following resolution be and the same is hereby adopted:

WHEREAS, the Corps of Engineers, United States Army, has requested that this Board give formal assurances of local cooperation in the development of the Marina del Rey Small Craft Harbor;

WHEREAS, the attached map is a precise finalization of Alternate Schematic Plan No. 2, as adopted by this Board on February 21, 1956;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES HEREBY REAFFIRMS AND RESOLVES THAT THE COUNTY OF LOS ANGELES:

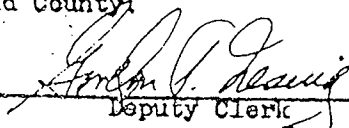
1. Contribute 50 per cent of the cost of the work to be performed by the United States, which would comprise constructing the entrance jetties, dredging the entrance and main channels, and revetting the banks adjoining the entrance channel;
2. Provide without cost to the United States all rights-of-way necessary for construction and maintenance of the improvement, and supply suitable spoil-disposal areas for initial work and subsequent maintenance when and as required;
3. Secure and hold in the public interest the lands bordering on the proposed development to a width sufficient for proper functioning of the harbor;
4. Remove or relocate all interfering facilities including oil wells, and relocate and construct public utilities as required;
5. Construct bulkheads or stone revetments on the side and end slopes of the basins and moles;
6. Provide for vacating or relocating roads and highways;
7. Clear all structures and improvements from the rights-of-way required for the proposed construction by the United States;
8. Relocate the tide gates, which connect the main Venice canal with the Ballona Creek flood-control channel, from the right bank of the flood-control channel to the north bank of the entrance channel;

9. Provide adequate berthing facilities and other facilities for small craft;
10. Provide adequate parking areas, access roads, and landscaping;
11. Establish a public body to regulate the use and development of harbor facilities, which shall be open to all on equal terms;
12. Dredge or bear the actual cost of dredging the side basins;
13. Maintain and operate the entire project except the aids-to-navigation, the entrance jetties, the stone revetments constructed by the United States, and the project depths in the entrance and main channels;
14. Hold and save the United States free from damages due to the construction and maintenance of the improvement;
15. Agree that construction of a project as recommended shall not relieve local interests of responsibility for stabilization of the beach fill along the shores of Santa Monica Bay (see Public Law 780, 83d Cong., 2d sess. approved 3 Sept. 1954, and H. Doc. 277, 83d Cong., 2d sess., titled "Appendix II, Coast of California, Point Mugu to San Pedro Breakwater, Beach Erosion Control Study");
16. Relocate that part of the Venice sewer that crosses the proposed harbor site as soon as possible, to prevent unreasonable delay in the completion of the project; and
17. Adopt precise finalized plan of Alternate Schematic Plan No. 2.

I hereby certify that the foregoing is a full, true and correct copy of a resolution which was adopted by the Board of Supervisors of the County of Los Angeles, State of California, on October 30, 1956, and entered in the minutes of said Board.

HAROLD J. OSTLY, County Clerk of the
County of Los Angeles, State of
California, and ex officio Clerk
of the Board of Supervisors of
said County.

By


Deputy Clerk

RIVER AND HARBOR IMPROVEMENT

DESIGN MEMORANDUM NO. 1

GENERAL DESIGN

FOR

PLAYA DEL REY INLET AND HARBOR

VENICE, CALIFORNIA



CORPS OF ENGINEERS, U.S. ARMY
LOS ANGELES DISTRICT
NOVEMBER 1956

18. Local cooperation required by authorizing legislation.--
The local cooperation required by the authorizing legislation generally is the same as that specified in the project document (see preceding paragraph), except that the authorizing legislation provides that local interests would also be responsible for 50 percent of the costs for the entrance jetties, the entrance channel, the interior channel, and the central basin recommended in the project-document report.

19. Local cooperation as modified by Chief of Engineers.--
The authorizing legislation provides for adoption and authorization of the Playa del Rey inlet and harbor project " * * * in accordance with the plans and subject to the conditions recommended by the Chief of Engineers * * * ." The Chief of Engineers' report published in the project document recommended construction of a harbor at Playa del Rey " * * * generally in accordance with the plan of the district engineer * * * and with such modifications thereof as in the discretion of the Chief of Engineers may be advisable; * * * ."

20. Since publication of the project document, a revised plan of improvement titled "Alternative Schematic Plan No. 2 for Marina del Rey" was adopted by the Board of Supervisors of the County of Los Angeles on 21 February 1956 and was submitted to the Corps of Engineers for approval. This revised plan, which would replace the project-document plan as authorized, was approved by the Chief of Engineers 29 June 1956. Under the revised plan, local interests would--

- (a) Contribute 50 percent of the cost of the work to be performed by the United States; this work would comprise constructing the entrance jetties, dredging the entrance and main channels, and revetting the banks adjoining the entrance channel;
- (b) Provide without cost to the United States all rights-of-way necessary for construction and maintenance of the improvement, and supply suitable spoil-disposal areas for initial work and subsequent maintenance when and as required;
- (c) Secure and hold in the public interest the lands bordering on the proposed development to a width sufficient for proper functioning of the harbor;
- (d) Remove or relocate all interfering facilities including oil wells and relocate and construct public utilities as required;
- (e) Construct bulkheads or stone revetments on the side and end slopes of the basins and moles;
- (f) Provide for vacating or relocating roads and highways;
- (g) Clear all structures and improvements from the rights-of-way required for the proposed construction by the United States;

(h) Relocate the tide gates, which connect the main Venice canal with the Ballona Creek flood-control channel, from the right bank of the flood-control channel to the north bank of the entrance channel;

(i) Provide adequate berthing facilities and other facilities for small craft;

(j) Provide adequate parking areas, access roads, and landscaping;

(k) Establish a public body to regulate the use and development of harbor facilities, which shall be open to all on equal terms;

(l) Dredge or bear the actual cost of dredging the side basins;

(m) Maintain and operate the entire project except the aids-to-navigation, the entrance jetties, the stone revetments constructed by the United States, and the project depths in the entrance and main channels;

(n) Hold and save the United States free from damages due to the construction and maintenance of the improvement;

(o) Agree that construction of a project as recommended shall not relieve local interests of responsibility for stabilization of the beach fill along the shores of Santa Monica Bay (see Public Law 780, 83d Cong., 2d sess., approved 3 Sept. 1954; and H. Doc. 277, 83d Cong., 2d sess., titled "Appendix II, Coast of California, Point Mugu to San Pedro Breakwater, Beach Erosion Control Study");

(p) Relocate that part of the Venice sewer that crosses the proposed harbor site as soon as possible, to prevent unreasonable delay in the completion of the project; and

(q) Adopt a precise finalized plan of alternative schematic plan No. 2.

21. Public hearings and views of local interests.--No public hearings were held subsequent to authorization of the project. Local interests have indicated that they are in favor of the project. The City of Los Angeles, which has also agreed to cooperate in the successful development of Marina del Rey, has indicated that the removal of that part of Pacific Avenue that extends across the proposed harbor entrance would be acceptable provided that a satisfactory alternate road is constructed by the County of Los Angeles.

22. Local interests' compliance with requirements of local cooperation.--Compliance with the requirements of local cooperation prescribed by the authorizing legislation is expected from the County of Los Angeles because that agency has (a) adopted a resolution dated 30 October 1956 assuring the United States that this cooperation will be supplied, (b) assumed the responsibility of representing local interests, and (c) already started acquiring rights-of-way for the project. On 15 November 1956, the County of Los Angeles had \$1,373,074 in its fund

for small-boat harbors; this money has been earmarked for initiation of the proposed project.

23. Principal officers responsible.--The principal officers responsible are officers of the County of Los Angeles, the agency responsible for local cooperation. The names, titles, and addresses of the principal officers are as follows:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Burton W. Chace	Chairman, Board of Supervisors of County of Los Angeles	501 Hall of Records 220 North Broadway Los Angeles 12, Calif.
Arthur J. Will	Chief Administrative Officer	502 Hall of Records 220 North Broadway Los Angeles 12, Calif.
Rex Thomson	Director Department of Harbors and Marina	602 Hall of Records 220 North Broadway Los Angeles 12, Calif.
John A. Lambie	County Engineer and Surveyor	108 West Second Street Los Angeles 12, Calif.

LOCATION OF PROJECT AND DESCRIPTION OF TRIBUTARY AREA

24. Location of project.--The proposed project would be on Santa Monica Bay; it would be about 15 miles west of the business center of the City of Los Angeles, 29 miles upcoast from Los Angeles Harbor, and 3 miles downcoast from Santa Monica Harbor. The Venice district, a seaside resort that is part of the City of Los Angeles, is immediately north of the harbor site. (See pls. 1 and 2.)

25. Tributary area.--The area immediately tributary to the proposed project comprises 638 square miles in the Los Angeles metropolitan area. This area, which is shown as zone 1 on plate 1, generally extends from the San Gabriel Mountains to the Pacific Ocean and from a point north of the San Fernando Valley to the City of Manhattan Beach. The July 1956 population of the immediate tributary area is estimated by the Los Angeles County Regional Planning Commission at more than 3,200,000. The area includes a large part of the City of Los Angeles and the Cities of Alhambra, Burbank, Glendale, Inglewood, Pasadena, and Santa Monica - each with a population of more than 50,000.

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
MARINA DEL REY
REVENUE BONDS OF 1959

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$13,000,000 OF MARINA
DEL REY REVENUE BONDS OF 1959 OF SAID COUNTY AND PROVIDING
THE TERMS AND CONDITIONS FOR THE ISSUANCE OF SAID
BONDS.

(As adopted on September 8, 1959, including amendments ordered on
September 15, 1959, November 10, 1959, February 25, 1964 and
November 25, 1965.)

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$13,000,000 OF MARINA DEL REY REVENUE BONDS OF 1959 OF SAID COUNTY AND PROVIDING THE TERMS AND CONDITIONS FOR THE ISSUANCE OF SAID BONDS.

WHEREAS, Pursuant to resolution adopted on August 28, 1956, the Board of Supervisors of the County of Los Angeles ordered the following question of proposition submitted to the electors of said county at the general election held in said county on November 6, 1956, to wit:

Shall the Board of Supervisors of the County of Los Angeles be authorized to adopt the revenue bond method of financing small boat harbor improvements and facilities for public convenience in conjunction therewith, as provided for by Chapter 14, Part 2, Division 2, Title III, of the Government Code of the State of California?

and

WHEREAS, a majority of the electors voting upon said question or proposition at said general election voted in favor of the revenue bond method of financing specified therein, and this Board of Supervisors is now authorized to proceed to undertake and finance the improvements and facilities referred to in said question or proposition, as provided for by said Chapter 14, Part 2, Division 2, Title 3, of the Government Code; and

WHEREAS, the County has heretofore acquired and now owns certain lands (sometimes hereinafter referred to as "county-owned lands") in the vicinity of Playa Del Rey at or near the mouth of La Ballona Creek; and

WHEREAS, heretofore by resolution this Board of Supervisors stated that in its opinion it was advisable to acquire, construct and complete a public small boat harbor, and facilities for public convenience in conjunction therewith, in the vicinity of Playa Del Rey at or near the mouth of La Ballona Creek, using for that purpose any county-owned lands in said vicinity, and ordered the Director of the Department of Small Craft Harbors of the County of Los Angeles to prepare a report thereon, under and pursuant to Section 26303 of the Government Code; and

WHEREAS, pursuant to said resolution said Director made and filed said report with the Board of Supervisors; and

WHEREAS, after the filing of said report this Board of Supervisors, by resolution approved said report, declared that public interest and necessity demanded the acquisition, construction and completion of the small boat harbor project set forth in said report, described in general terms the purpose, nature and extent of said project and authorized the acquisition, construction and completion thereof; and

WHEREAS, this Board of Supervisors now deems it necessary to authorize the issuance of \$13,000,000 of revenue bonds under and pursuant to said Act for the purpose of obtaining funds in an amount estimated by this Board to be sufficient for such project;

NOW, THEREFORE, the Board of Supervisors of the County of Los Angeles, DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

ARTICLE I.
DEFINITIONS

Section 101. Definitions. The terms defined in this section shall, for the purposes of this Resolution and any instruments in conformity therewith or supplemental thereto, have the meanings herein specified unless the context otherwise requires:

"Act" shall mean Chapter 14, Part 2, Title 3, of the Government Code.

"Board of Supervisors" shall mean the Board of Supervisors of the County of Los Angeles.

"Bonds," "the bonds," "said bonds" or "such bonds" shall mean the bonds authorized by this Resolution.

Section 503. Construction of Project, Performance Bonds, and Payments Under Construction Contract. The Board of Supervisors covenants that it will forthwith proceed to construct the Project or cause the same to be constructed in substantial compliance with the plans and specifications which have been approved by the Board of Supervisors and in conformity with law and all requirements of all governmental authorities having jurisdiction thereof and that it will complete such construction with all expedition practicable. The Board of Supervisors further covenants and agrees that any contract for labor or materials of construction will provide that payments thereunder shall not be made by the County in excess of 90% of the contract cost of work completed, based upon the current estimates of the architect or engineer employed by the County for the supervision of said construction, except payment of the final balance due under any such contract.

Section 504. Leases. The Board of Supervisors covenants that it will proceed with diligence and will use its best efforts to lease all or such portions of the Project as may be necessary to provide Revenues in the amounts, at the times and for the purposes required by this Resolution. All such leases shall be made and entered into with responsible persons in the manner provided by law, and any or all bids or proposals for such leases may be rejected by the Board of Supervisors if it deems such action to be in the public interest. In the event the Board of Supervisors shall be unable to obtain such bids or proposals from responsible persons or shall reject all bids and proposals received, then, to the extent permitted by law, the Board of Supervisors shall acquire, construct and operate revenue-producing facilities upon the Project that will produce revenues, which together with other revenues derived from the Project, will provide total revenues in the amounts, at the times and for the purposes required by this Resolution.

In addition to the matters required by Section 307 hereof, the consolidated progress reports of the Director shall report upon those portions of the Project which have been completed, made available for use by the County, and are suitable for revenue producing operations. Thereafter, the Board of Supervisors may, at any time or times, enter into leases with respect to any such completed portions of the Project.

Before leasing any of the premises comprising all or part of the Project, the Board of Supervisors shall obtain a lease report. Said lease report and any revisions of or supplements thereto shall be prepared by the Director, and such report and any revisions of or supplements thereto shall, prior to filing with the Board of Supervisors, be submitted to the Consulting Engineer for comment and recommendation. Said report, by map or otherwise, shall identify or describe all premises reasonably expected to be suitable for leasing upon completion of the Project, shall set forth the recommended use or uses of such premises, and shall also show estimated minimum rates for all of the premises expected to be leased. Said minimum rates shall be fixed or determinable amounts which shall be sufficient to provide not less than a reasonable rate of return to the County upon the reasonable value of the premises to be leased, excluding the value of any buildings, structures, works, facilities or improvements expected or required to be constructed on the leased premises by the lessee. The aggregate minimum rates, as set forth in said lease report, shall be at least equal to the sum of the estimated annual Maintenance and Operation Expenses of the Project upon the completion thereof and the annual interest to be payable on the bonds outstanding upon completion of the Project. The Board of Supervisors may, at any time, order that revised or supplemental lease reports be prepared and filed. After substantially all of the premises suitable for leasing upon completion of the Project shall have been once leased, the Board of Supervisors may thereafter lease or re-lease any of the premises without obtaining further lease reports.

The Board of Supervisors also covenants that, to the extent necessary to provide Revenues in the amounts, at the times, and for the purposes required by this Resolution, said Board of Supervisors will lease such portions of the Project as may be necessary therefor for a term or terms of more than ten (10) years but not to exceed sixty (60) years from the date of each such lease; provided that each lease for a term of more than ten (10) years shall provide that the square foot and percentage rentals are subject to increase at the end of an initial period of not more than five (5) years and thereafter at the end of intervals of not more than ten (10) years, if the Board of Supervisors finds and determines that an increase in rentals is required to permit the County to meet its obligations under this resolution. However, no lessee shall be required to bear more than his proportionate share of the total increase required to meet said obligations as reasonably determined by the Director, and in any event the amount of any such increase shall not exceed ten percent (10%) of the previously existing square foot and percentage rentals.