



Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 04, 2016

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

34 October 4, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

AUTHORIZE THE DIRECTOR OF BEACHES & HARBORS TO ACCEPT MITIGATION FUNDS FROM THE CALIFORNIA COASTAL COMMISSION FOR IMPROVING LOWER-COST VISITOR-SERVING ACCOMMODATIONS AT DOCKWEILER STATE BEACH (SUPERVISORIAL DISTRICT 4) (3 VOTES)

SUBJECT

This action is to authorize the Director of the Department of Beaches and Harbors (Department), or his designee, to execute agreements on behalf of the County of Los Angeles, to receive mitigation funds from the California Coastal Commission (CCC) for improving accommodations at the Dockweiler Recreational Vehicle Park.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed administrative actions are not subject to the California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Section 15378(b)(4) and (5) of the CEQA Guidelines, because the actions are administrative activities related to acceptance of funds, that do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.
2. Authorize the Department of Beaches and Harbors to accept \$277,500.00 in mitigation funds from the CCC for improving lower-cost visitor-serving accommodations at Dockweiler State Beach.
3. Authorize the Director of Beaches and Harbors, or his designee, to sign all necessary documents to accept the mitigation funds and to act as lead agent for the County when conducting business with the CCC, on any and all matters related to the mitigation funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 16, 2016, your Board adopted an action which authorized the Director of the Department of Beaches and Harbors to accept \$586,916.60 in mitigation funds from the CCC for improving lower-cost visitor-serving accommodations at Dockweiler State Beach. Subsequent to your Board's action, the CCC notified the department of its intent to provide the Department with an additional \$277,500.00 of in-lieu fees, which would bring the total of the mitigation funds to \$864,416.60. Pursuant to the Coastal Act § 30213 requirement to protect and provide lower-cost visitor-serving facilities, the CCC requires in-lieu fees to mitigate impacts of development on lower-cost overnight accommodations throughout the coastal zone.

Approval of the recommended actions will allow the Department to accept \$277,500.00 from the CCC to improve Dockweiler RV Park, and authorize the Department's Director, or his designee, to sign all necessary documents.

The Department will return to your Board to seek approval for a capital project once the total project costs have been determined.

Implementation of Strategic Plan Goals

The recommended actions will assist the County in making planned improvements to the Dockweiler RV Park, in furtherance of the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1). These actions are also consistent with the County's Strategic Plan Goal of Community Support and Responsiveness (Goal 2) as the expanded recreational opportunities will improve the quality of life for County residents, families, and children.

FISCAL IMPACT/FINANCING

The amount of the mitigation funds, \$277,500.00, will be used to improve the Dockweiler RV Park. The entire cost for the Dockweiler RV Park improvement project is not known at this time, as design of the expansion is still in its early stages. The CCC does not require the County to provide any matching funds, or to expand the Dockweiler RV Park by a set amount.

Approval of the recommended action will authorize the acceptance of the mitigation funds and the transfer of the \$277,500.00 from the CCC to an interest-bearing trust account to fund the development of the project.

Operating Budget Impact

There is no operating budget impact to the Department of Beaches and Harbors as a result of this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board's approval is required to authorize the Director of the Department, or his designee, to sign all necessary agreements, substantially similar to Attachment I, to accept the mitigation funds from the CCC. The Department will be required to utilize the funds to improve or expand the existing

facilities at Dockweiler RV Park as indicated above.

The Department shall use the funds to complete the project to improve or expand the Dockweiler RV Park in a diligent manner, not to exceed 10 years from the date of the transfer of all funds.

All documents required for the receipt of the funds will be approved by County Counsel prior to signature.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Section 15378(b)(4) and (5) of the California Environmental Quality Act (CEQA) Guidelines, the recommended actions do not constitute a project and therefore are not subject to the requirements of CEQA, because the actions are administrative activities related to acceptance of funds that, by their terms, do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

At such time as the Department is ready to seek approval of a capital project, further CEQA analysis will be conducted.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of the mitigation funds will not have an impact on services currently provided by the Department.

CONCLUSION

Should you have any questions, please contact Maral Tashjian at (310) 578-0961 or mtashjian@bh.lacounty.gov.

The Honorable Board of Supervisors

10/4/2016

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Jones", with a stylized, looped initial "G".

GARY JONES

Director

GJ:mrt

Enclosures

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA COASTAL COMMISSION AND
THE LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS FOR THE
ADMINISTRATION OF MITIGATION FUNDS FOR THE EXPANSION OF LOWER-COST OVERNIGHT
ACCOMMODATIONS AT DOCKWEILER STATE BEACH

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the California Coastal Commission (“Commission”), a public agency created and existing under the authority of section 30300 of the California Public Resources Code, and the Los Angeles County Department of Beaches and Harbors (“DBH”), a public agency, through their duly elected, appointed, qualified or acting representatives (collectively, “Parties”).

RECITALS

- A. WHEREAS, the Commission is a state coastal management and regulatory agency with authority over the development and planning of the California coastal zone, as defined in California Public Resources Code section 30103;
- B. WHEREAS, the property located at 7301 Vista Del Mar, in Playa del Rey, lies within the coastal zone;
- C. WHEREAS, pursuant to Section 30600(c) of the California Public Resources Code, the Commission, issued Coastal Development Permit No. 5-82-542, which includes three subsequent amendments (“CDP”), approving development consisting of the construction of an eighty-two unit condominium project including approval of a rental program , in-lieu fees to provide for off-site lower-cost overnight accommodations, noise and aviation easement and improvements to existing public beach access facilities (“Project”);
- D. WHEREAS, Beachfront Villas L.P. (“Permittee”) is the successor in interest to the CDP, and as such is required by Special Condition 2 (“Condition 2”) of the CDP, as revised and approved by the Commission under the third amendment to the CDP (CDP NO. 5-82-542-A3) on March 13, 1992, to pay an in lieu fee of \$608,000.000 ("Mitigation Fund") to provide lower-cost overnight accommodations near the project site; and
- E. WHEREAS, the Mitigation Fund was required to mitigate the need for providing lower-cost visitor-serving overnight accommodations serving visitors to coastal areas; and
- F. WHEREAS, DBH wishes to use the Mitigation Fund to provide new lower-cost overnight visitor accommodations in compliance with Condition 2; and

- G. WHEREAS, Condition 2 states that the purpose of the Mitigation Fund to fund improvements to or expansion of the overnight Dockweiler Recreational Vehicle Park ("RV Park") located southwest of Vista Del Mar near Imperial Highway on Dockweiler State Beach is an acceptable use of funds; and
- H. WHEREAS, under the terms of Condition 2, "The funds shall be released upon approval of an appropriate project by both the County of Los Angeles Department of Beaches and Harbors and the Commission."; and
- I. WHEREAS, Condition 2 further states "The funds in the account shall be released as provided for in a memorandum of understanding between the County of Los Angeles and the Commission setting forth terms and conditions to assure that the in-lieu fees will be expended in the manner intended by the Commission"; and
- J. WHEREAS, DBH is authorized by the County of Los Angeles to enter into this MOU by approval of Agenda Item # ___ at a duly noticed public meeting of the Los Angeles County Board of Supervisors on _____2016; and
- K. WHEREAS, the Executive Director is authorized to enter into this agreement on behalf of the Commission under the terms of Condition 2, which the Commission approved pursuant to authority granted to it under Public Resources Code, sections 30330, 30600(c), and 30607 at a duly noticed public meeting on March 13, 1992; and
- L. WHEREAS, Permittee has agreed with the Commission to submit payments to the County of Los Angeles. The first payment, of \$268,000, was transmitted to the County of Los Angeles on August 22, 2014. The second payment, of \$62,500, was transmitted to the County of Los Angeles on April 15, 2015. Additional payments for the remainder balance of \$277,500.00 are forthcoming.

NOW, THEREFORE, in consideration for being designated to receive the Mitigation Fund pursuant to Condition 2, DBH hereby agrees, and in consideration for DBH's commitments to expend the funds as required under this MOU, the Commission does hereby agree, as follows:

1. Upon execution of this MOU by both parties, the Commission shall require the scheduled transfer of the Mitigation Fund to commence from Permittee to DBH, to expend the money for the purposes provided herein.

2. DBH shall only use the funds to pay for expenses directly related to improving or expanding the existing overnight facilities of the RV Park at Dockweiler State Beach as indicated above.
3. DBH shall utilize all funds transferred to DBH pursuant to this MOU, including any accrued interest, to plan, design, provide construction management, obtain permits, complete necessary mitigation measures, complete environmental analysis and construct, the planned improvement or expansion of the RV Park.
4. DBH shall submit a Coastal Development Permit, or "final plan," for use of the funds to Commission's Executive Director for review and approval within 24 months of the date on which the last payment of the Mitigation Fund is transferred to DBH. The final plan shall include provisions to address any failure to complete the project, including but not limited to, transfer of the funds to an alternate entity able to implement the final plan, or, if approved by an amendment to the CDP, to apply the entirety of the Mitigation Fund to an alternate project that provides lower-cost visitor-serving opportunities in the coastal areas of Los Angeles County.
5. DBH shall obtain all necessary regulatory approvals, including but not limited to, a Coastal Development Permit, which shall specify the elements of the RV Park improvements or expansion for which the funds transferred pursuant to this MOU are to be used.
6. Notwithstanding DBH's use of funds derived from fees collected by the Commission, and the review of plans and/or programs by the Commission or its Executive Director pursuant to this MOU, and prior to DBH's use of those funds, DBH hereby agrees to assume responsibility for and liability arising out of any actions, activities, construction and/or development that DBH undertakes with the assistance of the funds granted under this MOU.
7. During any period that funds transferred pursuant to this MOU are held by DBH, the funds shall be deposited in a separate and independent interest-bearing account created solely to manage the funds as well as provisions to limit the use of funds for administrative costs (which shall not exceed 5% of the total funds transferred to DBH). All of the transferred monies, along with accrued interest, including any interest which may accrue while DBH holds the funds, shall be utilized solely for the purposes set forth in this MOU. Any reference to the funds or monies to be utilized pursuant to this MOU shall include any such interest.

8. The terms of this MOU shall become effective upon the date set forth by the last party to execute the MOU and shall continue thereafter until the satisfactory completion of the obligations of the parties as described herein and exhaustion of the funds to be utilized pursuant to this MOU, unless altered by written and signed amendment of this MOU. The MOU may be altered, changed or amended only by mutual consent of both parties. Any changes or amendments must be in writing and signed by both parties before such change or amendment shall take effect.
9. DBH shall use the Mitigation Fund within 10 years from the date of transfer of the first payment to the Mitigation Fund funds to DBH to complete the project to improve or expand the RV Park in a diligent manner.
10. If DBH has completed a project pursuant to an Executive Director-approved final plan and approved CDP for that final plan to improve or expand the existing overnight facilities of the RV Park at Dockweiler State Beach and there are remaining funds in the Mitigation Fund after 10 years, the funds shall remain in the account and may be used for capital improvements or expansion of existing lower-cost overnight accommodations at the RV Park at Dockweiler State Beach.
11. Only the Commission or DBH, as parties to this MOU, may for good cause terminate this MOU as it relates to DBH's compliance with the terms herein with respect to utilization of the funds, as described in Sections 2-9, above. Notice of termination shall be provided in writing 30 days prior to the effective date of termination. In the event of termination, any and all unspent portion of the Mitigation Fund shall be transferred by DBH to the Commission, or a Commission-approved alternate entity, within 60 days of termination; provided however, that any amounts DBH is required to expend as a result of obligations legitimately incurred by DBH in implementation of any of the terms of this MOU prior to the termination, and which were unpaid at the time of the termination, shall be retained by DBH from the Mitigation Fund prior to transfer of the remaining funds to the Commission or its designate. "Good Cause" shall include, but is not limited to, a determination by the Commission's Executive Director that DBH, after having received a 30-day notice, is not proceeding reasonably and expeditiously to construct the improvements to the Dockweiler RV Park pursuant to the MOU, or is not complying with the plan and budget approved pursuant to this MOU or unreasonable failure of the Commission to approve a final plan for implementation of the improvements to the Dockweiler RV Park in accordance with this MOU.

12. This MOU may be executed in counterparts, each of which shall be considered a duplicate of the original.
13. Any demand upon or notice required or permitted to be given by one party to the other shall be in writing, shall be made in the following manner, and shall be effective (a) upon receipt if given by personal delivery, (b) on the date indicated on the receipt if given by certified or registered mail, return receipt requested, or (c) on the succeeding business day after mailing or deposit if given by Express Mail or by deposit with a private delivery service of general use (e.g. Federal Express), postage or fee paid, as appropriate, addressed to the parties in Section 11. Notice of change of address shall be given by written notice in the manner set forth in this section.
14. For the purposes of this MOU, all information, requests, or other business including any demand upon a party or notice pursuant hereto shall be coordinated through the following agency representatives:

County of Los Angeles Department of Beaches and Harbors

Gary Jones, Director
13837 Fiji Way
Marina del Rey, CA 90292

California Coastal Commission

John Ainsworth, Acting Executive Director
45 Freemont Street, Suite 2000
San Francisco, CA 94105-2219

With copy to:

California Coastal Commission South
Coast District Office
Attn: Andrew Willis
200 Oceangate, 10th Floor
Long Beach, CA 90802-4325

County of Los Angeles Department of Beaches and Harbors
Maral Tashjian, Facilities Planner
13837 Fiji Way
Marina del Rey, CA 90292

Written notification of any changes to the individuals, entities and/or addresses listed above by the individual or entity making such change, including but not limited to

changes of property ownership, shall be provided within 30 days of such change to all parties.

- 15. This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
- 16. This MOU shall be binding and shall inure to the benefit of the successors and assigns of the Parties.
- 17. Should any provision of this MOU be found void or unenforceable, it shall be severable from the rest of the MOU and the remaining terms shall be enforceable as if the unenforceable term had not existed.
- 18. Each of the signatories to this MOU hereby certifies that he or she is authorized to execute contracts on behalf of the agency listed above his or her signature.

IN WITNESS WHEREOF, the Parties through the signatures below of their authorized representatives agree to be bound by the terms of this MOU.

STATE OF CALIFORNIA
CALIFORNIA COASTAL COMMISSION

BY _____ DATE _____
John Ainsworth
Acting Executive Director

LOS ANGELES COUNTY
DEPARTMENT OF BEACHES AND HARBORS

BY _____ DATE _____
Gary Jones
Director