



Caring for Your Coast

\*\*\*  
**Gary Jones**  
Director

**Kerry Silverstrom**  
Chief Deputy

**John Kelly**  
Deputy Director

**Amy M. Caves**  
Deputy Director

## **SMALL CRAFT HARBOR COMMISSION**

**February 13, 2019**

**10:00 A.M.**

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

### **Audio**

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF MINUTES**

Small Craft Harbor Commission Meeting of December 12, 2018.

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. **COMMUNICATION WITH THE COMMISSIONERS**

This is the opportunity for members of the Commission to provide notification to the public regarding any communication received by the Commissioners from the public, lessees, or other interested parties regarding business of Marina del Rey.

5. **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 Boating Section Report** (VERBAL REPORT)

d. **Marina del Rey Convention and Visitors Bureau** (PRESENTATION)

6. **OLD BUSINESS**

None

7. **NEW BUSINESS**

- ))) a. Parcel 75/94 (Marina Professional Building) Consent to Lease Assignment (ENDORSEMENT)
- ))) b. United States Coast Guard Lease (Parcel 62) (ENDORSEMENT)
- ))) c. Proposed 2019 Commission Meeting Schedule (APPROVAL REQUIRED)
- ))) d. Election of Commission Officers (APPROVAL REQUIRED)

8. ))) **STAFF REPORTS**

- Ongoing Activities (DISCUSS REPORTS)
- Board Actions on Items Relating to Marina del Rey
  - Regional Planning Commission's Calendar
  - California Coastal Commission Calendar
  - Redevelopment Project Status Report
  - Design Control Board Minutes
  - Marina del Rey Slip Report
  - California Coastal Commission Slip Report
  - Fisherman's Village Progress Report
  - Illegal Boat Charter Enforcement
  - Parcel 9 Oil Well Re-abandonment Incident Report

9. **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 (424) 526-7777.

**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 (424) 526-7752 (Voice) or (TTY/TDD) users, please call the California Relay Service at 711. The ADA Coordinator may be reached by email at [rstassi@bh.lacounty.gov](mailto:rstassi@bh.lacounty.gov).

# **SMALL CRAFT HARBOR COMMISSION MINUTES**

**December 12, 2018**

**Commissioners:** Allyn Rifkin, Chair; David Lumian, Vice Chair; Dennis Alfieri (excused absence); Richard Montgomery (excused absence); Nathan Salazar

**Department of Beaches and Harbors (DBH):** Steve Penn, Chief of Asset Management Division; Amir Tadros, Sr. Real Property Agent; Natasha Robinson, Sr. Real Property Agent

**County Counsel:** Amy Caves, Principal Deputy County Counsel

## **Item 1- Call to Order and Pledge of Allegiance**

Chair Rifkin called the meeting to order at 10:05 a.m. and read the Commission's policy on public comment. The Pledge of Allegiance was led by Steve Penn.

## **Item 2- Approval of Minutes**

**Motion to approve October 10, 2018, Meeting Minutes by Vice Chair Lumian, seconded by Commissioner Salazar, unanimously approved.**

**Ayes: 3 – Chair Rifkin, Vice Chair Lumian, and Mr. Salazar**

## **Item 3 – Communication from the Public**

None.

## **Item 4 – Communication with the Commissioners**

Commissioner Salazar disclosed his attendance at the Swearing in Ceremony for Supervisor Hilda Solis

Chair Rifkin disclosed his communication with David Baker and Richard Windebank.

## **Item 5a – Marina Sheriff**

Sheriff staff was not present to provide the report.

## **Item 5b – MdR and Beach Special Events**

Carol Baker reported that the Marina Lights, Snow Wonder, and Holiday Boat Parade, were all successful events; however, caused heavy traffic despite the traffic controls coordination. She also announced the upcoming New Year's Eve Celebration which includes two fireworks displays and a glow party in between.

## **Item 5c – Marina Boating Section Report**

Michael Blenk reported that Anchorage 47 has three vacant slips. Parcel 77 power boat storage is completely full. And Mast-Up storage has 36 spaces available.

Chair Rifkin requested a report on possible traffic mitigation measures for the Marina del Rey Special Events, to assist in preventing traffic congestion levels at said events.

Carol Baker replied that she will provide a report at the next meeting.

Vice Chair Lumian requested additional demographic information on the people attending the events.

Carol Baker replied that she will also provide that information at the next meeting.

**Item 6a – Small Craft Harbor Commission’s Annual Report**

Steve Penn provided the staff report.

Chair Rifkin solicited the Commissioners’ comments and input regarding the draft annual report.

Vice Chair Lumian stated that he was impressed with staff’s inclusion of the Commissioners’ requests and comments.

Chair Rifkin inquired if it was appropriate to include Commissioner Montgomery’s appointment since Commissioner Salazar’s appointment was mentioned.

Steve Penn replied that Commissioner Montgomery’s reappointment will be added to the annual report.

**Motion to approve the SCHC Annual Report and send to the Board of Supervisors by Vice Chair Lumian, seconded by Commissioner Salazar, unanimously approved.**

**Ayes: 3 – Chair Rifkin, Vice Chair Lumian, and Mr. Salazar**

**Item 6b – Scope of Appraisal for Liveaboard Surcharge Fees**

Natasha Robinson provided the staff report and power point presentation.

Michael Masterman-Smith expressed his concerns regarding the boat transfers, rent increase, and the stress to boaters, which may have led to some recent suicides. He also requested that DBH staff further investigate the matter.

Vice Chair Lumian asked Michael Masterman-Smith about the specific size of his boat and to further explain his suicide comment.

Michael Masterman-Smith replied that his boat is 32ft, and explained that his neighbor (a boater) died 2 months ago of unknown conditions but speculates it’s related to the project; he also heard of another boater committed suicide.

Michael Mudahy agreed with the previous speakers' comments and inquired about discounts for senior citizens.

Rick Mettler expressed his concern about the slip fees increases.

Bob Atkins expressed concern about the lack of boating services and the decline of boat ownership due to the price increases.

David Cherkes, expressed his concern about the lack of communication from the lessee and the length of time being allowed to find another place.

Vice Chair Lumian asked if a representative from Wayfarer was present.

Ben Mount from Legacy Partners stated that he was available to answer any specific questions the commissioners had.

Vice Chair Lumian expressed concerns about the serious comments made by tenants and requested that Ben Mount address them.

Ben Mount replied that he was made aware of the deaths mentioned; however did not have specific details and therefore could not discuss them. He further explained that the slip rate increases have already been discussed.

Chair Rifkin inquired about the old slip rates.

Ben Mount replied that the old rates were about \$15 per lineal foot and the new slip rates are about \$23 per lineal foot, which is about a forty percent slip rate increase. He further explained that utilities will be individually metered to each slip tenant.

Vice Chair Lumian expressed concern about the amount of stress the tenants have mentioned particularly because of the confusion and lack of communication.

Ben Mount replied that there have been letters sent to tenants describing the process with general, estimated timing. He further explained that they tried to send letters in advance of notices, depending on when the permits were obtained from the County. He added that the fourth phase of renovations was given a week advance written notice, and none of the boaters from phase four will be displaced.

Vice Chair Lumian asked if the boaters will be placed back into their previous slips once renovations were complete.

Ben Mount replied that the boaters can elect to remain at the temporary slip or return to the slip of their choosing. Once boaters return to their final slip there will be a one month concession for veterans and senior citizens.

Chair Rifkin inquired if there is a liaison within County staff who can assist in coordinating the process.

Ben Mount replied that Linda Phan is the DBH staff member working with the boaters and Ryan Bredamyler is Wayfarer's point of contact.

Chair Rifkin reiterated that after listening to several testimonies from members of the public, it's important to have a DBH staff member available to coordinate the process.

Steve Penn replied that DBH staff has been answering questions from the boaters on a daily basis and coordinating with the Lessees' managers. He further explained that at the previous meeting the Lessee did give a detailed process, which included the description of the four phases, the notices time frame, the discounts involved, and the slip transition plan. He also stated that DBH does have a specific staff member to help facilitate the communication and address the boaters' concerns.

Vice Chair Rifkin Lumian inquired about the size of the larger boats that had to leave the Wayfarer.

Ben Mount replied that boats 36-feet and above had to vacate, which caused about 30 boats to leave the anchorage.

Vice Chair Lumian inquired if those boats will be able to return if they desire.

Ben Mount replied affirmatively.

#### **Item 6c – Maintenance of Pump-out Stations and Future Development**

Ismael Lopez and John Giles provided the staff report and power point presentation.

Bob Atkins suggested placing a splash guard at the pump-out station for hygienic purposes and requested that staff use proper replacement parts when maintaining the stations.

Elliot Zimmerman asked if the other pump-out stations in the Marina were also maintained by the County and available for the public's use.

Vice Chair Lumian suggested placing additional pump-out stations in the Marina, providing additional public education on the proper usage of the pump-out systems, and better enforcement. Lastly, he inquired as to the installation of the dump station at the launch ramp.

Ismael Lopez replied that the pump-out station should be installed in approximately 2 years.

Vice Chair Lumian also inquired about the missing hose at the pump-out station.

John Giles replied that he can look into it and possibly run it underneath the dock.

Chair Rifkin asked staff to comment on Mr. Atkin's suggestion about the splash guards.

John Giles replied that he strongly agreed with Mr. Atkin's comments and will be installing the splash guards at the pump-out stations; he also mentioned that the Pump-out Nav website has a great on-line tutorial on how to pump-out the heads.

Vice Chair Lumian also suggested having staff members provide tutorials at high volume days in the Marina, or placing tutorial articles in the newspaper. He also inquired about the pump-out stations on A and E basins.

Ismael Lopez replied that he wasn't sure if the pump-out stations on A and E basins allow public usage; however, he was certain that they're a privately-owned facilities.

Vice Chair Lumian inquired about the pump-out stations' maintenance system.

John Giles replied that the automated system sends the supervisors an e-mail notification, when the system is malfunctioning.

Vice Chair Lumian asked staff if they were aware of the California Boating Grant, which provides funds for pump-out stations.

Ismael Lopez replied that they are aware of the program; however, their review process is lengthy and time consuming, therefore DBH prefers to fund their own projects.

Vice Chair Lumian recommended placing multiple pump-out stations in front of Chace Park and inquired about the difference between the ADA launch Ramp station and the current pump-out stations.

Ismael Lopez explained that the ADA launch ramp station will not have access through the ramp, but through the gangway. He further explained that the dock will be used to load items from the vehicles.

Chair Rifkin thanked staff for the report and requested that the report be updated every six months.

**Item 7a – Parcel 125R (Marina City Club) Approve a Delegation of Authority to the Director of Beaches and Harbors to Negotiate an Amendment to Second Amended and Restated Lease**

Chair Rifkin announced that DBH staff requested the item be withdrawn from the agenda and has no speaker cards on the item, therefore the item will be rescheduled for a future meeting.

**Item 8 – Staff Reports**

Steve Penn presented the staff report.

Bob Atkins spoke about the water taxi licenses and slip vacancy rates as it relates to the slip rate increases.

David Lumian requested a presentation regarding the death of the kayaker, boating safety, the rent stabilization ordinance for apartment dwellers in Marina del Rey, and an evening meeting to discuss

the Palawan building's future use. Lastly, he requested revisiting the proposed expansion of Chace Park report.

Chair Rifkin inquired about the rent stabilization ordinance and it's affects to the liveboards, if any.

Steve Penn replied that DBH is currently drafting the report in conjunction with the CEO office and the Department of Consumer and Business Affairs. He further explained that once completed, the draft report will be brought to the Board for review.

Vice Chair Lumian asked if the report will be considering the liveboards.

Amy Caves replied that it's only considering apartments.

### **Adjournment**

Chair Rifkin adjourned the meeting at 11:44 a.m.





# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

## MARINA DEL REY STATION

### PART I CRIMES DECEMBER 2018



	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	Parks 2791	TOTALS
Homicide											0
Rape											0
Robbery: Weapon		1									1
Robbery: Strong-Arm							1	1			2
Aggravated Assault	1	1									2
Burglary: Residence	2					1		1	3		7
Burglary: Other Structure	1	1			1	1	1	2			7
Grand Theft	3	2			1	1	1	1			9
Grand Theft Auto	2	1			1		1		3		8
Arson											0
Boat Theft											0
Vehicle Burglary	3	1			1		2	2	5	1	15
Boat Burglary											0
Petty Theft	3	3			1	1	9	3	5		25
<b>REPORTING DISTRICTS TOTALS</b>	<b>15</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>4</b>	<b>15</b>	<b>10</b>	<b>16</b>	<b>1</b>	<b>76</b>

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

**Source-** LARCIS, **Date Prepared** January 16, 2019  
**CRIME INFORMATION REPORT - OPTION 5A**

# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

## MARINA DEL REY STATION

### PART 2 CRIMES – DECEMBER 2018



Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide		
Rape		
Robbery: Weapon		
Robbery: Strong-Arm		1
Aggravated Assault		
Burglary: Residence		
Burglary: Other Structure	1	1
Grand Theft	1	1
Grand Theft Auto	1	1
Arson		
Boat Theft		
Vehicle Burglary	1	2
Boat Burglary		
Petty Theft	1	9
Total	5	15

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

**Source-** LARCIS, **Date Prepared** January 16, 2019  
CRIME INFORMATION REPORT - OPTION 5A

# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

## MARINA DEL REY STATION

### PART 3 CRIMES- DECEMBER 2018



	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2768)
<b>Part I Crimes</b>		
Homicide		
Rape		
Robbery: Weapon	1	
Robbery: Strong-Arm		2
Aggravated Assault	2	
Burglary: Residence	2	5
Burglary: Other Structure	2	5
Grand Theft	5	4
Grand Theft Auto	3	5
Arson		
Boat Theft		
Vehicle Burglary	4	11
Boat Burglary		
Petty Theft	6	19
<b>Total</b>	<b>25</b>	<b>51</b>

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

**Source-** LARCIS, **Date Prepared –** January 16, 2019  
CRIME INFORMATION REPORT - OPTION 5A



# MARINA DEL REY HARBOR LIVEABOARD COMPLIANCE REPORT 2018 - 2019



## *Liveaboard Permits Issued*

	December	January
New permits Issued:	5	3
Renewal Issued:	12	13
<hr/>		
Total:	17	16
Notices to Comply Issued:	3	14

Total:	December	January
<hr/>		
Liveaboard:	318	314
Current Permits:	233	233
Expired Permits:	77	73
No Permits:	8	8

Total reported vessels in Marina Del Rey Harbor:	3792
Percentage of vessels that registered liveaboards:	8.28%
Number of currently impounded vessel:	14



Caring for Your Coast

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Director

**Kerry Silverstrom**  
Chief Deputy

**John Kelly**  
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**Amy M. Caves**  
Deputy Director

February 13, 2019

TO: Small Craft Harbor Commission  
FROM:  Gary Jones, Director  
SUBJECT: **ITEM 5b – MARINA DEL REY SPECIAL EVENTS**

**THE FREE RIDE**  
Daily service  
12:00 p.m. – 9:00 p.m.

Catch free on-demand transportation aboard a five-passenger electric shuttle. The service provides transportation to attractions within Marina del Rey, including Fisherman's Village, Burton Chace Park, Waterside Shopping Center, and many restaurants. Select shuttles also travel to the Venice Pier and to Abbot Kinney Blvd. in Venice.

Wave down a Free Ride car and hop in, or text your pick-up location and passenger count to (323) 435-5000. Please allow 10 – 15 minutes for pick-up. Kids must be big enough to use a regular seatbelt; child-safety seats are not provided. Dogs are welcome.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900

**BURTON CHACE PARK YOGA**

Burton Chace Park ♦ Community Room\* ♦ 13650 Mindanao Way ♦ Marina del Rey  
Sundays  
11:30 a.m. – 12:30 p.m.

Get your Namaste on by taking part in the Department of Beaches and Harbors' (Department) FREE one-hour Yoga class, which will allow you to reduce your stress, enjoy the outdoors, and relax your body! Students must bring his/her own mat.

\*If weather permits, class will be taught outdoors.

For more information: Call (424) 526-7910 or visit [beaches.lacounty.gov](http://beaches.lacounty.gov)



**BURTON CHACE PARK WALKING CLUB**

Burton Chace Park ♦ Lobby ♦ 13650 Mindanao Way ♦ Marina del Rey  
Tuesdays & Thursdays  
10:30 a.m. – 11:30 a.m.

The Department is sponsoring a FREE one-hour walking club. Get your exercise while taking in the beautiful view of the Marina del Rey harbor. Please RSVP by calling (424) 526-7910.

For more information: Call (424) 526-7910 or visit [beaches.lacounty.gov](http://beaches.lacounty.gov)

**BEACH SHUTTLE**

Fridays and Saturdays from 10:00 a.m. – 10:00 p.m.  
Sundays and Holidays from 10:00 a.m. – 8:00 p.m.

Catch a free ride on the Beach Shuttle to and from Playa Vista, Marina del Rey and the Venice Beach Pier, and enjoy the surf, sand and surroundings of Marina del Rey in a hassle-free and relaxing way. The Beach Shuttle operates year round on weekends and holidays.

For more information: Call the Marina del Rey Visitors Center (424) 526-7900 or visit [beaches.lacounty.gov](http://beaches.lacounty.gov)

**MARINA DEL REY FARMERS' MARKET**

Parking Lot #11 ♦ 14101 Panay Way ♦ Marina del Rey  
Saturdays  
9:00 a.m. – 2:00 p.m.

The Department, in collaboration with Southland Farmers' Markets Association, is offering the Marina del Rey Farmers' Market on Saturdays. The Marina del Rey Farmers' Market offers fresh, locally-grown organic and conventionally grown fruits and veggies. Also available are prepared and packaged foods, hand-crafted products and much more! Paid parking is available for 25 cents for every 10 minutes.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit [beaches.lacounty.gov](http://beaches.lacounty.gov)

**FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES**

13755 Fiji Way ♦ Marina del Rey  
Sponsored by Pacific Ocean Management, LLC  
Saturdays & Sundays  
1:00 p.m. – 4:00 p.m.

Saturday, February 16<sup>th</sup>  
Friends (Rhythm & Blues)

Sunday, February 17<sup>th</sup>  
Floyd & The Flyboys (Rhythm & Blues/Funk)

Saturday, February 23<sup>rd</sup>  
Bob DeSena (Latin Jazz)

Sunday, February 24<sup>th</sup>  
2Azz1 (Jazz/Funk)

For more information: Call Pacific Ocean Management at (310) 306-0400

**HOUSEHOLD HAZARDOUS WASTE AND E-WASTE ROUNDUP**

Dock 52 Parking Lot ♦ 13483 Fiji Way ♦ Marina del Rey  
Saturday, February 16, 2019  
9:00 a.m. – 3:00 p.m.

The County of Los Angeles Department of Public Works and the Sanitation Districts of Los Angeles are sponsoring the annual Household Hazardous Waste and E-Waste Roundup for the proper disposal of environmentally harmful household substances and electronic waste.

For more information: Call Sanitation Districts of Los Angeles County at (800) 238-0173 or visit their website at [www.lacsd.org](http://www.lacsd.org)

**W.A.T.E.R PROGRAM SPRING SAILING**

Burton Chace Park ♦ 13640 Mindanao Way ♦ Marina del Rey  
Beginning Sailing Dates: April 15 – 19 and April 22 – 26, 2019  
10:00 a.m. - 4:00 p.m.

Los Angeles County Lifeguards will instruct sailing courses teaching students basic sailing knowledge and terms, boat maintenance and rigging, knot tying, tacking, docking and instruction to ocean sailing. Students will learn to sail on 14-foot Capri sailboats (with main sail and jib). In the final days of the session, students will get experience on 24-foot MacGregor sailboats.

Financial aid is available for qualified families. Please call for details.

Ages: 11 - 17 years old  
Class Size: 6 - 12 students with 3 Lifeguard instructors  
Fee: \$320 for 5-day session

Small Craft Harbor Commission  
February 13, 2019  
Item 5B  
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\*NOTE: Applicants must successfully complete a 100-yard swim test in 2 minutes and 20 seconds to be eligible for Beginning Sailing.

For more information: Call (424) 526-7889 or visit [beaches.lacounty.gov](http://beaches.lacounty.gov)

GJ:CB:da





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**Gary Jones**  
Director

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Chief Deputy

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**Amy M. Caves**  
Deputy Director

February 13, 2019

TO: Small Craft Harbor Commission

FROM:   
Gary Jones, Director

**SUBJECT: ITEM 7A – PROPOSED ASSIGNMENT OF LEASE NO. 11525  
THE MARINA PROFESSIONAL BUILDING (PARCEL 75W AT 4560 ADMIRALTY  
WAY) AND PROPOSED ASSIGNMENT OF LEASE NO. 12157 THE MARINA  
PROFESSIONAL BUILDING PARKING LOT (PARCEL 94R AT 4560 ADMIRALTY  
WAY)**

Item 7A on your agenda is a presentation by department staff regarding the proposed assignment of Lease Agreement No. 11525 for Parcel 75W and Lease Agreement No. 12157 for Parcel 94R in Marina del Rey from the current lessee DEL REY PROFESSIONAL ASSOCIATION, a general partnership, to ADMIRALTY CAPITAL PARTNERS, LLC, a California limited liability company, PCH ADMIRALTY, LLC, a California limited liability company, and A&M PARTNERSHIP, LLC, a California limited liability company, as tenants in common, under the respective leasehold purchase and sale agreement between the parties.

Your Commission's endorsement of the recommendations in the attached draft Board letter is requested. Staff will inform the Commission should there be any material change made prior to the letter's submission to the Board of Supervisors for approval.

GJ:AC:SP:SVG:nr

Attachment



Month-Date, 2019

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

Dear Supervisors:

**CONSENT TO ASSIGNMENT OF LEASE NO. 11525  
THE MARINA PROFESSIONAL BUILDING  
(PARCEL 75W AT 4560 ADMIRALTY WAY);  
ASSIGNMENT OF LEASE NO. 12157  
THE MARINA PROFESSIONAL BUILDING PARKING LOT  
(PARCEL 94R AT 4560 ADMIRALTY WAY)  
MARINA DEL REY  
(FOURTH DISTRICT) (4 VOTES)**

**SUBJECT**

This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 11525 for Parcel 75W and Lease Agreement No. 12157 for Parcel 94R in Marina del Rey from the current lessee DEL REY PROFESSIONAL ASSOCIATION, a general partnership, to ADMIRALTY CAPITAL PARTNERS, LLC, a California limited liability company, PCH ADMIRALTY, LLC, a California limited liability company, and A&M PARTNERSHIP, LLC, a California limited liability company, as tenants in common, under the respective leasehold purchase and sale agreements between the parties.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) because such actions do not constitute a project pursuant to Section 15378 of the CEQA Guidelines.
2. Consent to the proposed assignment of the Parcel 75W Lease to ADMIRALTY CAPITAL PARTNERS, LLC, PCH ADMIRALTY, LLC, and A&M PARTNERSHIP, LLC as tenants in common.
3. Consent to the proposed assignment of the Parcel 94R Lease to ADMIRALTY CAPITAL PARTNERS, LLC, PCH ADMIRALTY, LLC, and A&M PARTNERSHIP, LLC as tenants in common.

4. Authorize the Director of Beaches and Harbors to execute any consents, estoppels, or other related documentation necessary to effectuate the assignment of the Parcel 75W Lease.

5. Authorize the Director of Beaches and Harbors to execute any consents, estoppels, or other related documentation necessary to effectuate the assignment of the Parcel 94R Lease.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Del Rey Professional Association, a general partnership (Lessee), is currently the Lessee of the Marina Professional Building (Parcel 75W), and its adjacent parking lot (Parcel 94R). Lessee has requested County's consent to assign its leasehold interest in Parcels 75W and 94R (Parcels) to ADMIRALTY CAPITAL PARTNERS, LLC, a California limited liability company, PCH ADMIRALTY, LLC, a California limited liability company, and A&M PARTNERSHIP, LLC, a California limited liability company as tenants in common (collectively, Assignee), for a fixed price of \$5 million. Per the terms of the Lease Agreements for the Parcels (collectively, Leases), the Lessee must obtain the County's consent to the proposed assignment of the Leases, which consent may not be unreasonably withheld.

Pursuant to Department of Beaches and Harbors Department Policy Statement No. 23 – Assignments of Lease dated January 16, 1974, the County's decision whether to approve the proposed assignment shall be based on the following: a) the financial condition of the proposed assignee; b) the price to be paid for the leasehold as it relates to the development or potential development thereon; and c) the management of the leasehold by the proposed assignee being in the best interest of the whole Marina.

Department staff has reviewed the proposed assignment and concluded: a) the proposed Assignee's financial condition is sufficient; b) the proposed combined sales price of \$5 million for Lessee's interest in the Leases appears to be justified based on the present income generated by the current uses on the respective parcels; and c) the proposed assignee's property management company, PACIFIC OCEAN MANAGEMENT, LLC, has the requisite experience as it already manages and operates five other County-owned parcels within Marina del Rey.

The terms of the proposed assignment were negotiated by the current Lessee and the Assignee without any involvement by the Department of Beaches and Harbors. The scope of the Department's review and evaluation of the proposed assignment was limited to the value of the remaining lease term for Parcel 75W and Parcel 94R, without assuming any grant of extension.

### **Implementation of Strategic Plan Goals**

The recommended actions maximize the use of County assets, guide strategic investments, and support economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

### **FISCAL IMPACT/FINANCING**

The proposed actions will have no direct fiscal impact on the County, as the proposed transfers do not trigger any contractual obligations for the Lessee to pay a participation or other fee to County.

Upon your Board's approval of consent to the proposed assignment of Lease Agreements, Department of Beaches and Harbors does not anticipate any impact on the operating budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The existing lease for Parcel 75W will expire August 31, 2026, and the existing lease for Parcel 94R will expire May 31, 2027. The current improvements on Parcel 75W include a medical office and pharmacy building and the current improvements on Parcel 94 consist of a parking lot. Both Parcels 75W and 94R have frontage on Admiralty Way and are located at the intersection of Admiralty Way and Bali Way near Yvonne B. Burke Park.

Department staff, in consultation with County Counsel and outside counsel, have reviewed the Leases and proposed assignment agreement and related documents and have determined that the County has no reasonable basis on which to withhold its consent to the proposed assignment. No participation fee is due to the County under the terms of the Leases.

Leasing of the County's Marina del Rey real property is authorized by Government Code sections 25907 and 25536, and the proposed assignment is permitted by the Leases.

At its February 13, 2019 meeting, the Small Craft Harbor Commission \_\_\_\_\_ the Director's recommendation that your Board consent to the assignment of the leases for Parcel 75W and Parcel 94R.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed County consent to assignment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, as the proposed consent to lease assignment is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on current services or projects.

**CONCLUSION**

It is recommended that your Board approve the proposed consent to assignment of the Parcel 75W and Parcel 94R Leases.

Please instruct the Executive Officer of the Board to send an adopted-stamped copy of this letter to the Department of Beaches and Harbors, retaining a copy for your records. Should you have any questions please contact Phyllis Bordenave-Priestley at (424) 526-7739 or PBordenave-Priestley@bh.lacounty.gov.

Respectfully submitted,

GARY JONES  
Director  
GJ:AC:SP:SVG:NR:pbp

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



February 13, 2019

TO: Small Craft Harbor Commission

FROM:   
Gary Jones, Director

**SUBJECT: ITEM 7b – APPROVAL OF LEASE AGREEMENT BETWEEN THE  
COUNTY OF LOS ANGELES AND UNITED STATES COAST GUARD – PARCEL 62 –  
MARINA DEL REY**

Item 7b on your agenda is a presentation by Department staff regarding a new lease agreement between the County of Los Angeles and the United States Coast Guard ("USCG") for Parcel 62 and an auxiliary space located at 13477 Fiji Way, Marina del Rey, CA 90292. The proposed lease is for a one-year (1) initial term with nineteen (19) successive one-year renewal options.

Your Commission's endorsement of the recommendations in the attached draft Board letter is requested. Staff will inform the Commission should there be any material change made prior to the letter's submission to the Board of Supervisors for approval.

The recommended action will help to ensure USCG's continued presence in Marina del Rey, where it serves an important role in promoting boating safety in local waters.

GJ:AC:SP:SVG:nr

Attachment (3)

Caring for Your Coast

**Gary Jones**  
Director

**Kerry Silverstrom**  
Chief Deputy

**John Kelly**  
Deputy Director

**Amy M. Caves**  
Deputy Director



Month-Date, 2019

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

Dear Supervisors:

**APPROVAL OF LEASE AGREEMENT BETWEEN  
THE UNITED STATES COAST GUARD AND THE COUNTY OF LOS ANGELES  
PARCEL 62 – MARINA DEL REY  
(SUPERVISORIAL DISTRICT 4)  
(4 VOTES)**

**SUBJECT**

This action will allow the County of Los Angeles to enter into a lease agreement with the United States Coast Guard for Parcel 62 and an auxiliary space located at 13477 Fiji Way in Marina del Rey. The proposed lease is for a one-year term with nineteen successive one-year renewal options.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines (Existing Facilities).
2. Instruct the Chair of the Board to approve and execute the Lease Agreement between the County of Los Angeles and the United States Coast Guard for Parcel 62 and an auxiliary space located at 13477 Fiji Way in Marina del Rey.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is for the Board to approve the US Government Lease for Real Property (Lease) for Parcel 62 and an auxiliary space at 13477 Fiji Way, both in Marina del Rey, between the United States Coast Guard (USCG) and the County of Los Angeles (County). The USCG has maintained a presence in Marina del Rey since the early 1960's and the existing lease between the County and the USCG commenced July 22, 1999, expired September 30, 2018, and has continued on a holdover basis since then. The proposed new Lease will help to ensure USCG's continued presence in Marina del Rey, where it serves an important role in promoting boating safety in local waters.

### **Implementation of Strategic Plan Goals**

Entering into the proposed Lease with the USCG allows the County to promote Countywide Strategic Plan Goal Strategy II.2.3, Supporting the Wellness of Our Communities, to prioritize the environmental health oversight and monitoring by strengthening the County's capacity to effectively prevent, prepare for and respond to emergent environmental and natural hazards and reduce impacts to disproportionately affected communities, which is made possible by having the USCG locally in Marina del Rey.

### **FISCAL IMPACT/FINANCING**

The consideration for the proposed Lease is USCG's agreement to comply with all lease terms and conditions. In addition, the County receives the public benefit of having the USCG in Marina del Rey.

### **Operating Budget Impact**

As a result of the recommended action, there will be minimal impact to the Operating Budget. Standard costs associated with maintenance and minor improvements to the property are anticipated over the next 20 years, but are minor in comparison to the benefits of public safety, emergency response, and federal assistance the USCG's presence provides.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed new Lease provides for a one-year initial term with nineteen successive one-year renewal options, to be exercised at the USCG's option. The leasehold premises is comprised of a building with a total of 1,503 square feet, together with 6 parking spaces, landscape area, an auxiliary space consisting of 140 square feet of office space, reinforced concrete pier, approximately 120 feet long, and water area sufficient to dock a USCG vessel, and mooring space for USCG vessel. The proposed Lease also provides for the right of ingress and egress over the adjacent property of the County for the USCG, its contractors or other duly authorized representatives, necessary or convenient for the maintenance, repair, operation, and replacement of USCG equipment located on its leased premises.

The proposed Lease is a standard federal government form lease provided by the USCG, which provides that either party may terminate the Lease at any time, without cause, by giving at least sixty (60) days' written notification to the County or to the USCG.

County Counsel has approved the lease as to form. At its February 13, 2019 meeting, the Small Craft Harbor Commission \_\_\_\_\_ the Director's recommendation that your Board approve and execute the Lease.



**ENVIRONMENTAL DOCUMENTATION**

The proposed Lease is categorically exempt under the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities) as there will be no expansion of the existing use of the leased site.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services or projects from your Board's approval of the Lease.

**CONCLUSION**

Please have the Chair execute three copies of the Lease and have the Executive Officer of the Board return two executed copies, as well as an adopted-stamped copy of this letter, to the Department of Beaches and Harbors, retaining a copy for your records. Should you have any questions please contact Susana Graether at (424) 526- 7737 or SGraether@bh.lacounty.gov .

Respectfully submitted,

GARY JONES  
Director

GJ:AC:SP:SVG:NR:pbp

Enclosures

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

---

## U. S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE	LEASE NO: HSCG89-18-1-0099
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**PURPOSE:** Pursuant to specific Congressional appropriations and 14 U.S.C. 92(f), the statutory authority, the parties understand that the sole purpose of this lease is to secure for the United States a lease for mooring, office, land and GOVERNMENT PARKING. The address of the leased building is 13837 Fiji Way, Los Angeles, CA 90292.

**THEREFORE THIS LEASE**, made and entered into this date by and between **COUNTY OF LOS ANGELES** whose address is **13871 Fiji Way, Marina Del Rey, CA 90292**, and whose interest in the property hereinafter described is that of owner ("LESSOR"), and the Commanding Officer, U.S. Coast Guard SILC, Product Line Division, Portfolio Management Branch, Oakland, California, 94612-5203 on behalf of the **UNITED STATES OF AMERICA**, hereinafter called the ("Government:"), pursuant to 14 U.S.C. § 92 (f), for the consideration hereinafter mentioned.

**WITNESSETH:** The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. Lessor hereby leases to the Government the following described premises:

a. One building, designated as Coast Guard Building, containing approximately 1,503 square feet, together with a parking area required landscape; and a 140 sq. ft. auxiliary office type space located in the Beaches & Harbor's Administrative Annex, 13477 Fiji Way, Marina Del Rey, CA 90291.

b. A reinforced concrete pier, approximately 120 feet long, including camel dolphins, and water area sufficient to dock a GOVERNMENT vessel. Mooring space for GOVERNMENT vessel and all purposed incidental

To be used for: **CA Marina Del Rey Mooring and Support Facility**

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on October 1, 2018 through September 30, 2019 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of (**No-Cost**). Rent has been waived by lessor since the Coast Guard's mission benefits the community.

LOA: 2/L/901/111/30/0/63/30471/2321

4. The Government or Lessor may terminate this lease, at any time without cause, by giving at least sixty (60) days' written notification to the Government or Lessor. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government for 19 (nineteen) successive **1 (one)** year options periods with the same conditions and payment formula listed in article #3 (three) above provided adequate funds are appropriated annually by Congress.

Provided notice be given in writing to the Lessor at least 60 (sixty) days before the end of the lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government the following:

a. The right of ingress and egress over the adjacent property of the Lessor for the Government, its contractors or other duly authorized representatives, necessary or convenient for the maintenance, repair operation and replacement of Government equipment located on its leased premises.

b. The right to maintain the range lines of sight for navigation free from obstruction and debris.

c. The Lessor shall notify the Government, in writing, within thirty (30) days of any:

1) Transfer of ownership of the described premises.

- 
7. The following are attached and made a part hereof:
    - a. The General Clauses (GSA form 3517B as amended) –Lease Article 27
    - b. Area Map Exhibit “A”

8. **SUCCESSORS BOUND:** The Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

9. **SUBLETTING/ASSIGNMENT:** Government may not sublet or assign lease premises to without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

10. **ENVIRONMENTAL PROTECTION:** The Government is limited by Federal Law as to the assumption of liability for its acts or omissions. Within its legal limitations and appropriations, the Government agrees to the following: Government may not unlawfully pollute the air, ground or water, nor create a public nuisance. Government shall, at no cost to the Lessor, promptly comply with all applicable Federal, state, and local laws, regulations, and directives regulating the quality of the environment. This does not affect the Government’s right to contest the validity of such laws, regulations or directives or to try to enjoin their applicability. Government shall use all required means to protect the environment and natural resources from any damage arising from Lessee’s use of the facility and activities incident to its use. If any damage results to the environment or natural resources, Government shall restore the environment or damaged resources. Government agrees to comply with all applicable federal, state and local environmental laws and regulations, including, but not limited, to those laws concerning any petroleum products, toxic substances, medical wastes and hazardous materials, substances or wastes.

11. **ANTI-DEFICIENCY ACT:** (31 USC §1341 as amended). Nothing in this Lease shall constitute an obligation of funds of the United States in advance of appropriation thereof.

12. **INDEMNIFICATION:** The Government, in the manner and to the extent provided by the Federal Tort Claims Act (28 USC Sections 2671-2680) shall be liable for claims for damages or cost and expenses, including but not limited to fire damage, loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, invitees, employees and agents in the use of the property.

13. **INSURANCE:** Government is a sovereign entity and as such is not required to provide Lessor with any certificate of insurance or notice of renewal, termination, cancellation, expiration or alteration of insurance policy.

14. **OWNERSHIP OF IMPROVEMENTS:** It is understood and agreed that any improvements added by the Government belong to the Government. Lessor is responsible for the maintenance of the leased premises.

15. **EQUIPMENT INSTALLATION AND OPERATION.** The Government shall have the right during the term of this Lease to install, operate, maintain, repair, and replace upon the Premises, including but not limited to any other improvement presently existing or to be constructed upon the Premises, or related or ancillary to, the operation, performance, and maintenance of the equipment and infrastructure. Upon termination of this Lease, the Lessor shall permit the Government all reasonable access to the Premises for the purpose of removing or otherwise disposing of the equipment or any part thereof, and the Government shall conduct its removal of the equipment or any part thereof in a reasonable and safe manner and within a reasonable period of time, in accordance with all Federal, state, and local law.

16. **IMPROVEMENTS AND ALTERATIONS.** The Government shall have the right during the term of this lease, as long as the prior written consent of Lessor is received by the Government, which consent shall not be unreasonably withheld or delayed by Lessor, to make improvements and alterations, erect structures, and attach fixtures and signs upon the Premises. Government acknowledges that Lessor’s consent to the installation of any such improvements may be conditioned upon a reasonable increase in the Rental Amount payable by Government to Lessor pursuant to condition 3 of this Agreement. If Lessor consents to the installation of such improvements, Lessor shall deliver to Government an amendment to this Agreement and any other documents required to evidence such a modification. The Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Premises. Any improvements, structures, fixtures or signs attached to or otherwise erected upon

the Premises shall remain the property of the Government and may be removed or otherwise disposed of by the Government. Such disposition by the Government may include abandoning the improvement, structure, fixture, or sign in place.

17. **OFFICIALS NOT TO BENEFIT:** No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or any benefit to arise there from, but this provision shall not be construed to extend to this Lease if made with a corporation whose membership, includes a member or delegate to Congress or Resident Commissioner, who indirectly receives a general benefit from this Lease.

18. **AMENDMENT OR MODIFICATION:** No amendment or modification shall be valid unless evidenced by an agreement in writing signed by both parties.

19. **GOVERNING LAW:** The parties shall construe the Lease to be in accordance with and governed by the laws of the State of California, insofar as those laws are consistent with applicable federal laws and regulations.

20. **SEVERABILITY:** If any term or provision of this Lease is held invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

21. **PAYMENTS OF TAXES AND ASSESSMENTS:**  
The Government is not responsible for or liable for the payment of any real property taxes, personal taxes or assessments levied or assessed upon or against the leased premises.

22. **ENTIRE AGREEMENT:** This Lease, with attachment, constitutes the only agreement between Lessor and Government. Any prior understanding or representation of any kind, which proceeded the date of this Lease, are not binding on either party, except to the extent the understandings are incorporated into this Lease.

23. **MUTUAL AUTHORITY:** Lessor and Government represent and warrant to each other that they have full right, power and authority to enter into this Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. Furthermore, the signatories on behalf of Lessor and Government further represent and warrant that they have full right, power and authority to act for and on behalf of Lessor and Government in entering into this lease.

24. **LEASE ADMINISTRATION:**  
The following office shall administer this Lease:  
Commanding Officer  
Civil Engineering Office Oakland  
1301 Clay Street, Suite 700N  
Oakland, CA 94612-5203

25. **TAX IDENTIFICATION:** Government regulations require a Lessor tax identification number (TIN/SSN). Lessor hereby certifies that the following TIN/SSN and telephone number are correct:

TIN/SSN: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
DUNS: \_\_\_\_\_  
Registered in SAM: \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_  
Date Signature

LEASEE CONTACT: \_\_\_\_\_  
TEL NO: \_\_\_\_\_

26. **PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGMENT:**  
a. Method of Payment:

---

1) All payments by the Government under this contract shall be made by electronic transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

2) In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either accept payment by check or some other mutually agreeable method of payment or request the Government extend the payment due date until such time as the Government can make payment by EFT (see paragraph (d) of this clause).

b. Lessor EFT information. The Government shall make payment to the Lessor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Lessor shall be responsible for providing the updated SAM database.

c. Mechanisms for EFT payment. The Government may make payments by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

d. Suspension of payment. If the Lessor EFT information in the SAM database is incorrect, then the Government need not make payment to the Lessor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

e. Lessor EFT arrangements. If the Lessor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Lessor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address is applicable) listed in the SAM database.

f. Liability for incomplete or erroneous transfer:

1) If an incomplete or erroneous transfer occurs because of Government used the Lessor's EFT information incorrectly, the Government remains responsible for making a correct payment, paying any prompt payment penalty due and recovering any erroneously directed funds.

2) If any incomplete or erroneous transfer occurs because the Lessor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and if funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of an erroneously directed funds or if the funds remain under the control of payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

g. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

h. EFT and assignment claims. If the Lessor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Lessor shall require as a condition of any such assignment, that the assignee shall register in the SAM database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor, in the absence of proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

i. Liability for change to EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Lessor's financial agent.

j. Payment information. The payment or disbursing office shall forward to the Lessor available payment information that is suitable for transmission as of the date of release of EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

27. CLAUSES INCORPORATED BY REFERENCE. This lease incorporates one or more clauses by reference with the same force and effect as if they were given in full text. The full text may be found in GSA Form 3517B (Rev. 4/2015), and the following clauses are incorporated by reference:

**GSA Form 3517B**

<u>Clause Number</u>	<u>48 CFR Reference</u>	<u>Clause Title</u>
3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
4	552.270-24	STATEMENT OF LEASE
5	552.270-25	SUBSTITUTION OF TENANT AGENCY
6	552.270-26	NO WAIVER
8	552.270-28	MUTUALITY OF OBLIGATION
9	--	DELIVERY AND CONDITION
10	--	DEFAULT BY LESSOR
14	--	COMPLIANCE WITH APPLICABLE LAW
17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
19	552.270-31	PROMPT PAYMENT
20	552.232-23	ASSIGNMENT OF CLAIMS
21		PAYMENT
22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT
24	552.270-32	COVENANT AGAINST CONTINGENT FEES
28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
30	552.270-13	PROPOSALS FOR ADJUSTMENT
31	--	CHANGES
32	552.215-70	EXAMINATION OF RECORDS BY GSA
34	52.233-1	DISPUTES
35	52.222-26	EQUAL OPPORTUNITY
36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
40	52.222-37	EMPLOYMENT REPORTS VETERANS

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

---

**LESSOR SIGNATURES**

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**SIGNATURE****SIGNATURE****NAME OF SIGNER****NAME OF SIGNER****SIGNATURE****SIGNATURE**

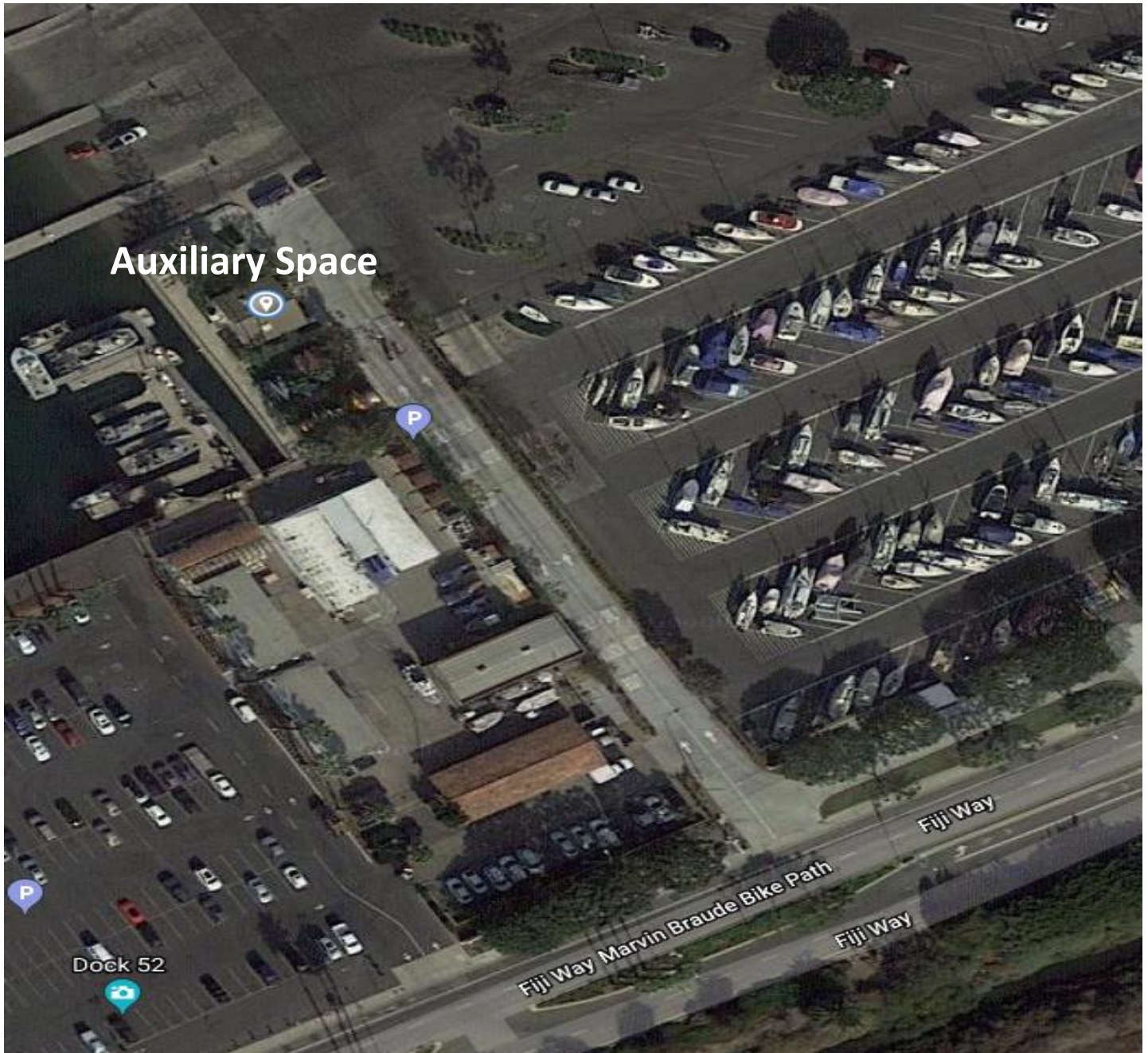
<b>NAME OF SIGNER</b>	<b>NAME OF SIGNER</b>
<b>UNITED STATES OF AMERICA</b>	
<b>SIGNATURE</b>	<b>NAME OF SIGNER</b> David E. Brumley Realty Specialist Contracting Officer United States Coast Guard
	<b>OFFICIAL TITLE OF SIGNER</b>

## EXHIBIT "A"





## EXHIBIT "A"





Caring for Your Coast

**Gary Jones**  
Director

**Kerry Silverstrom**  
Chief Deputy

**John Kelly**  
Deputy Director

**Amy M. Caves**  
Deputy Director

February 13, 2019

TO: Small Craft Harbor Commission

FROM:   
Gary Jones, Director

SUBJECT: **ITEM 7c– PROPOSED 2019 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. For 2019, staff is providing two alternate meeting schedules for your consideration. Schedule A holds meetings every other month, and Schedule B holds meetings every month and is consistent with the 2018 schedule. Evening meetings may be specially scheduled whenever there is an item of broad community interest, such as a major leasehold redevelopment proposal and such schedule changes would be presented to your Commission for recommendation.

We hereby submit the following proposed 2019 calendars for your consideration and approval:

**Schedule A:**

Date	Day of Week	Time
February 13, 2019	Wednesday	10:00 am
April 10, 2019	Wednesday	10:00 am
June 12, 2019	Wednesday	10:00 am
August 14, 2019	Wednesday	10:00 am
October 09, 2019	Wednesday	10:00 am
December 11, 2019	Wednesday	10:00 am



**Schedule B:**

<b>Date</b>	<b>Day of Week</b>	<b>Time</b>
January 09, 2019	Wednesday	10:00 am
February 13, 2019	Wednesday	10:00 am
March 13, 2019	Wednesday	10:00 am
April 10, 2019	Wednesday	10:00 am
May 08, 2019	Wednesday	10:00 am
June 12, 2019	Wednesday	10:00 am
July 10, 2019	Wednesday	10:00 am
August 14, 2019	Wednesday	10:00 am
September 11, 2019	Wednesday	10:00 am
October 09, 2019	Wednesday	10:00 am
November 13, 2019	Wednesday	10:00 am
December 11, 2019	Wednesday	10:00 am

GJ:AC:SP  
yw



February 13, 2019

Caring for Your Coast

**Gary Jones**  
Director

**Kerry Silverstrom**  
Chief Deputy

**John Kelly**  
Deputy Director

**Amy M. Caves**  
Deputy Director

TO: Small Craft Harbor Commission

FROM:   
Gary Jones, Director

SUBJECT: **ITEM 7d – ELECTION OF COMMISSION OFFICERS**

Item 7d on your agenda pertains to the election of the Commission Chair and Vice-Chair. A copy of the Small Craft Harbor Commission rules is attached hereto for your review and reference in relation to the election of officers.

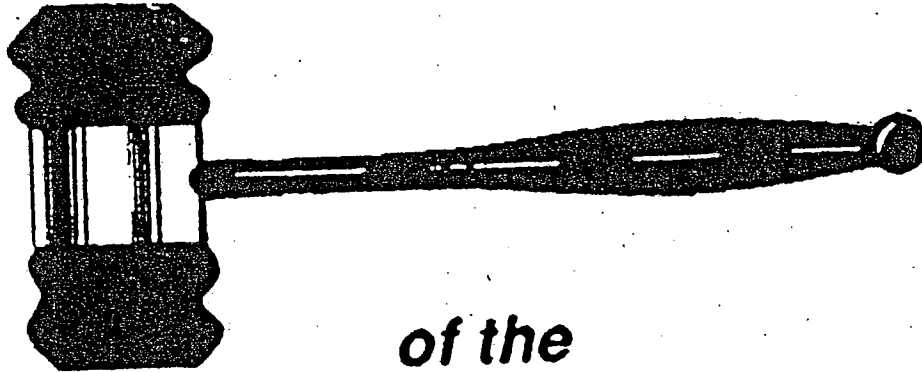
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Attachment

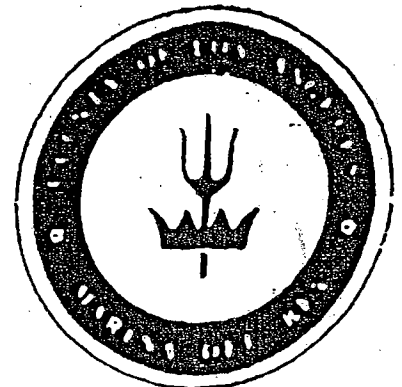




# ***Rules***



***of the  
Los Angeles County  
Small Craft Harbor  
Commission***



RULES OF THE SMALL CRAFT HARBOR COMMISSION  
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RULES OF THE  
SMALL CRAFT HARBOR COMMISSION

CHAPTER I  
GENERAL PROVISIONS

Section 1. APPLICATION. These rules shall apply to the Small Craft Harbor Commission of the County of Los Angeles (the "COMMISSION").

Section 2. RULES OF ORDER. The proceedings of the Commission shall be governed by the Ralph M. Brown Act (the "Brown Act"), and such other laws of the State of California as may apply, and to the extent the Brown Act and other statutory laws of the State of California do not apply, by Robert's Rules of Order, newly revised, except as herein otherwise provided (collectively, the "Rules"). The foregoing notwithstanding, compliance with the Rules shall not be mandatory except to extent required by law. The County Counsel shall act as parliamentarian and, on request of the Chairman, shall give parliamentary advice.

CHAPTER II  
COMMISSION MEETINGS

Section 3. REGULAR MEETINGS. The regular meetings of the Commission shall be held on the second Wednesday of each month, commencing at the hour of 9:30 a.m., in the Community Room of Los Angeles County's Department of Beaches and Harbors' Chace Park, at 13650 Mindanao Way, Marina del Rey, California or such other day, time, or place, as the Commission may decide for its next scheduled regular meeting. If any regular meeting day falls upon a holiday, the regular meeting of the Commission shall be held at the same place upon the first succeeding day which is not a holiday commencing at the same hour.

Section 4. SPECIAL MEETINGS. The Commission may elect to hold a special meeting on a day, at a time, or in a location other than that prescribed in Section 3 for regular meetings. All Rules pertaining to regular meetings of the Commission shall apply to special meetings to the extent they may be applicable to the special meeting to be conducted.

Section 5. PUBLIC HEARINGS. The Commission may hold public hearings and may appoint one of its members to be the hearing officer, with responsibility for reporting his findings and recommendations to the Commission. Guidelines for public participation at a public hearing are included in Exhibit 1.



Section 6. QUORUM. A majority of the Commission shall constitute a quorum, and a quorum must be present for the Commission to conduct its business.

Section 7. MAJORITY VOTE. No act of the Commission shall be valid or binding unless a majority of the Commission concurs. However, if there is less than a majority vote of the Commission on an item, the Commission may refer the item to the Board of Supervisors with a notation of the Commission's vote.

### CHAPTER III

#### ELECTION, POWERS, AND DUTIES OF CHAIRMAN AND VICE-CHAIRMAN

Section 8. ELECTION OF CHAIRMAN AND VICE-CHAIRMAN. At its January meeting, the Commission shall elect both a Chairman and a Vice-Chairman to serve until the next January regular meeting. No member of the Commission shall be elected to the same office for more than two consecutive terms of one year each.

Section 9. CHAIRMAN DUTIES AND POWERS. The Chairman shall possess the powers, and perform the duties prescribed, as follows:

- a. Have general direction over the Commission Meeting Room;
- b. Preserve order and decorum;
- c. Assure that attendance of the public at meetings in the Meeting Room shall be limited to the number which can be accommodated by the seating facilities regularly maintained therein;
- d. Allocate the length of time for public discussion of any matter in advance of such discussion, with the concurrence of the Commission;
- e. Allocate equal time to opposing sides insofar as possible taking into account the number of persons requesting to be heard on any side;
- f. Limit the amount of time that a person may address the Commission during a public discussion period in order to accommodate those persons desiring to speak and to facilitate the business of the Commission; and
- g. Appoint hearing officers and set dates for public hearings.



In the event of the resignation, removal, or death of the Chairman, the Vice-Chairman shall serve as Chairman for the remainder of the term.

Section 10. VICE-CHAIRMAN DUTIES AND POWERS. The Vice-Chairman shall have all of the powers and duties of the Chairman during the absence of, or inability to act of, the Chairman.

In the event of the resignation, removal, or death of the Vice-Chairman, or the assumption of duties and powers of the Chairman by the Vice-Chairman as provided in Section 9, the Commission shall elect another member to serve as Vice-Chairman until the end of the term.

#### CHAPTER IV CONDUCT OF MEETINGS

Section 11. PUBLIC MEETINGS. Meetings of the Small Craft Harbor Commission are open to the public.

1. The general public is invited to comment upon agenda items after introduction of the item by a member of the Commission or Department.
2. Individual speakers may be limited to specific time periods of not less than three minutes, and are requested to present information not already provided. Speakers will be recognized only once on a given item.
3. At the conclusion of the public comments the Commission will consider the item without any further comment or debate from the floor.
4. The "Communications From the Public" item on the agenda provides time for any party to address the Commission on any matters that are within the subject matter jurisdiction of the Commission. A person may make one presentation under this agenda item per Commission meeting. Individual speakers may be limited to specific time periods of not less than three minutes in length; the number of speakers under this item may be limited to five.
5. The Chairman, at his discretion, may alter or change the order in which agenda items are considered, depending upon his determination of the importance or urgency of an item.

6. The Chairman shall order removed from the Commission Meeting Room any person who commits the following acts with respect to a regular or special meeting of the Commission:
  - a. Disorderly, contemptuous or insolent behavior toward the Commission or any member thereof, tending to interrupt the due and orderly course of said meeting;
  - b. A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;
  - c. Disobedience of any lawful order of the Chairman, which shall include an order to be seated or to refrain from addressing the Commission;
  - d. Any other unlawful interference with the due and orderly course of said meeting.

Any such removal shall be effected by a peace officer upon being directed by the Chairman..

Section 12. ORDER OF BUSINESS. The business of each regular meeting of the Commission shall be transacted as far as practicable in the following order:

1. Call to order and action on absences.
2. Action on minutes of prior meeting.
3. Posted agenda items, e.g., regular reports, old business, new business, staff reports.
4. Items not on the posted agenda to be discussed and (if requested) placed on the agenda for action at a future meeting of the Commission, or items requiring immediate action because of an emergency situation involving severe impairment to the public health or safety or where the need to take action arose subsequent to the posting of the agenda.
5. Presentation of scrolls.
6. Comments by members of the public on matters that are within the subject matter jurisdiction of the Commission.

Section 13. AGENDAS AND POSTING REQUIREMENT. The Commission may set items for each agenda and Agendas will be posted at least 72 hours in advance of each meeting at the Administration building of the Department of Beaches and Harbors located at 13837 Fiji Way, Marina del Rey. The agenda will describe each agenda item to be considered, the proposed action, and the location and time of the meeting.

Section 14. MATTERS FOR CLOSED SESSIONS. The Brown Act allows the Commission to go into closed session to discuss the following matters:

1. The purchase, sale, or lease of real property with the agency's negotiator, or to instruct the negotiator.
2. Pending litigation.
3. National security, or the security of public buildings and/or threats to public access to public services and facilities.
4. The issuance of a license to a person with a criminal record.
5. The appointment, employment, performance, or dismissal of an employee, or to hear complaints or charges against an employee, unless the employee requests a public hearing.
6. Salaries, compensation, or fringe benefits for employees.

Section 15. CLOSED SESSIONS - PROCEDURES. In order to maintain compliance with the Brown Act, the intent of which is to insure that the public's business is conducted in open meetings, the following procedures will be followed whenever the Commission holds a closed session:

1. Prior to or after any closed session, the Commission must publicly state the general reason or reasons for the closed session. Specific statutory authority may be cited.
2. If the closed session is to discuss pending litigation which has been formally initiated before a court, an administrative body, a hearing officer, or an arbitrator, the title of the litigation must be cited in the public statement, unless it would jeopardize the County's ability to serve process on an unserved party or to conclude settlement negotiations, and a memorandum of reasons and authority for the closed

session shall be prepared by the County Counsel and filed with the minutes and records of the Commission.

3. In the closed session, the Commission may only discuss the matters covered in the public statement.
4. A minute book shall be kept of the topics discussed in the closed sessions and the decisions made. This book shall not be a public record and may only be viewed by members of the Commission, or court of general jurisdiction in the event of an alleged violation of the Brown Act.

#### CHAPTER V MISCELLANEOUS PROVISIONS

Section 16. SECONDED MOTION. Each motion made by any member of the Commission shall require a second. Motions and seconds may be made by any member of the Commission, including the Chairman.

Section 17. ROLL CALL. The roll need not be called in voting upon a motion except where specifically required by law or requested by a member. If the roll is not called, in the absence of objection the Chairman may order the item unanimously approved. When the roll is called on any motion, any commissioner present who does not vote in an audible voice shall be recorded as "Aye."

Section 18. SIGNS. Except with prior authorization of the Chairman, no placards, signs or posters or packages, bundles, suitcases or other large objects shall be brought into the Meeting Room.

Section 19. DISRUPTIONS. All demonstrations, including cheering, yelling, whistling, hand clapping and foot stamping are prohibited.

Section 20. DISTRIBUTION OF LITERATURE. Except with prior authorization of the Chairman, the distribution of literature, of whatever nature or kind, is prohibited.

Section 21. SMOKING. Smoking is prohibited in the Commission Meeting Room.

Section 22. ADDRESSING THE COMMISSION. No person shall address the Commission until he or she has first been recognized by the Chairman. The decision of the Chairman to recognize or not recognize a person may be changed by order of the Commission. All persons addressing the Commission shall give their names for the purpose of the record and state whether they are addressing

the Commission on their own behalf or the behalf of someone else. The Chairman may, in the interest of facilitating the business of the Commission, limit the amount of time which a person may use in addressing the Commission.

Section 23. COUNTY LOBBYISTS. The Chairman may refuse permission to any person not registered as a "county lobbyist" in accordance with provisions of Chapter 2.160 of Los Angeles County code who is seeking to address the Commission in his/her capacity as a "county lobbyist" as that term is defined in Chapter 2.160 of the Los Angeles County code.

revised 10/02/92



Caring for Your Coast

**Gary Jones**  
Director

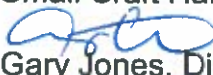
**Kerry Silverstrom**  
Chief Deputy

**John Kelly**  
Deputy Director

**Amy M. Caves**  
Deputy Director

February 13, 2019

TO: Small Craft Harbor Commission

FROM:   
Gary Jones, Director

SUBJECT: **ITEM 8 - ONGOING ACTIVITIES REPORT**

**BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY**

On December 11, 2018, the Board of Supervisors approved the proposed amendment of Title 2 of the Los Angeles County Code to delegate authority to the director of Beaches and Harbors to lease, sublease, license, and permit the use of portions of the harbors and beaches pursuant to Chapter 2.116.020.

On January 22, 2019, the Board of Supervisors approved a delegation of authority to the Director of Beaches and Harbors to negotiate and execute Parcel 125R Marina City Club Amendment.

**REGIONAL PLANNING COMMISSION'S CALENDAR**

No items relating to Marina del Rey were on the December 2018 and January 2019 Regional Planning Commission agenda.

**CALIFORNIA COASTAL COMMISSION CALENDAR**

On December 12, 2018, the California Coastal Commission approved with conditions, the application of County of Los Angeles, Public Works Dept. to remove 10,500 sq.ft. dock structure with 28 concrete piles, 3 gangways and platforms, boat hoist, and replace with 14,800 sq.ft. dock structure with 41 concrete piles, three 14-ft. high structures on dock, including two 24-hr. emergency response operations centers at 2,100 sq.ft. and 1,291 sq.ft. for sheriff and lifeguard service purposes, 510 sq.ft. emergency diver equipment storage enclosure, 2 gangways, 'pumpout' station and fuel station with utility upgrades, at 13483 – 13851 Fiji Way, Marina del Rey, Los Angeles County.

**REDEVELOPMENT PROJECT STATUS REPORT**

The updated "Marina del Rey Redevelopment Projects Report" is attached.

**DESIGN CONTROL BOARD MINUTES**

The September 2018 meeting minutes are attached.



**MARINA DEL REY SLIP REPORT**

In December 2018, the overall vacancy rate across all anchorages in Marina del Rey stood at 8.7%. Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 8.1%. The vacancy data by anchorage and slip length are provided in the document attached.

**CALIFORNIA COASTAL COMMISSION SLIP REPORT**

Pursuant to certain conditions of the Coastal Development Permit (5-11-131) issued by the California Coastal Commission, the County is required to maintain certain minimum thresholds of slip sizes as a percentage of the entire Marina. A report of the percentage of each size category as a percentage of all available slips in the Marina is attached.

**FISHERMAN'S VILLAGE PROGRESS REPORT**

No further updates for this item.

**ILLEGAL BOAT CHARTER ENFORCEMENT**

Beaches and Harbors' Code Enforcement Unit continues to monitor and deter illegal charter boat activities at the public launch ramp and Chace Park docks. The US Coast Guard also has an enforcement program in Marina del Rey, and encourages reporting illegal boat charters to its office at (310) 521-3770 or [SECLALB@uscg.mil](mailto:SECLALB@uscg.mil).

**PARCEL 9 OIL WELL RE-ABANDONMENT:**

The latest Parcel 9 Oil Well Re-Abandonment Incident Report is attached. Should your Commission, or any residents, have any questions or concerns regarding the well re-abandonment you may contact: Geoff Maleman, Community Outreach Consultant, at [MDRHotelsHotline@gmail.com](mailto:MDRHotelsHotline@gmail.com) or MDR Hotels Hotline: (310) 908-1236.

GJ:AC:SP:yw

Attachments (5)

**Marina del Rey Redevelopment Projects Report  
As of February 06, 2019**

<b>Parcel No. Project Name</b>	<b>Representative</b>	<b>Redevelopment Proposed</b>	<b>Massing and Parking</b>	<b>Status</b>
<b>9</b> -- Proposed Hotel on northern portion of Parcel 9U, wetland park on southern portion.	Sam Hardage	<p>* Proposed dual building hotel, 6-story, 72'-high Marriott Residence Inn, and, 5-story, 61'-high Courtyard Marriott.</p> <p>* New promenade improvements, restaurants and amenities.</p> <p>* Wetland public park project (1.46 acres).</p>	<p><b>Massing</b> -- One six-story, 72' high hotel and one five-story 61' high hotel.</p> <p><b>Parking</b> -- 231 parking spaces serving the hotel and wetland park.</p>	<p><b>Proprietary</b> -- Option was approved by BOS on 10/6/15. Lease was executed on July 31, 2017</p> <p><b>Regulatory</b> -- January 6, 2016, the BOS' approval of the hotel project was appealed to the CCC. On May 13, 2016, the CCC granted a time extension, until December 12, 2016, for the wetland park CDP. On July 11, 2016, work began on the wetland park. On April 26, 2017, the DCB approved the final design of the hotel project. Construction of the hotel began on August 11, 2017, and anticipated completion date is January 2020.</p>
<b>10/14 (FF)</b> -- Neptune Marina/ Legacy Partners	Tim O'Brien	<p>* Demolish existing facilities and build 526 apartments.</p> <p>* 161-slip marina + 7 end-ties.</p> <p>* 28 foot-wide waterfront promenade.</p>	<p><b>Massing</b> -- Four 55' tall clustered 4-story residential buildings over Parking with view corridor.</p> <p><b>Parking</b> -- 1,012 project required parking spaces to be provided (103 public Parking spaces to be replaced off site)</p> <p>* Replacement of public parking both on and off site.</p>	<p><b>Proprietary</b> -- December 1, 2015, the BOS agreed to extend the term of the option for up to one year. Lessee submitted Lease Assignments and Assignments of Options to extend existing lease for Parcel 10 and the lease for Parcel 14. The SCHC endorsed the assignments on September 21, 2016 and the BOS approved on October 4, 2016. Parcel 10 and 14 Lease as executed on 12/9/16. Construction commenced on December 14, 2016, and anticipated completion date is October 30, 2019.</p> <p><b>Regulatory</b> -- On January 21, 2015, the final project design was approved by the Design Control Board. On December 12, 2016, work began on the project. Project completion is expected in January 2020.</p>



**Marina del Rey Redevelopment Projects Report  
As of February 06, 2019**

<b>Parcel No. Project Name</b>	<b>Representative</b>	<b>Redevelopment Proposed</b>	<b>Massing and Parking</b>	<b>Status</b>
<b>43</b> -- Marina del Rey Hotel Anchorage	Jeff Pence	* Demolition of a 349-slip marina and construction of a 277-slip marina.	<b>Massing</b> -- <b>Parking</b> --163 spaces for boaters	<b>Proprietary</b> -- BOS approved bifurcation of Parcels 42 and 43 into separate leaseholds Lessee exercised its option to expand the lease term. Lease was executed on 12/22/15, and project is under construction.  <b>Regulatory</b> -- Dock replacement will be phased during a 5-year period beginning in 2015. Reconstruction of the docks commenced in November 2016. <b>Regulatory Matter:</b> Parking Permit for reduced Parking.
<b>44</b> - Pier 44/Pacific Marina Venture	Michael Pashaie/ David Taban	* Build 5 new visitor serving commercial and dry storage buildings  * 82,652 s.f. visitor serving commercial space  * 141 slips + 5 end ties and 57 dry storage spaces	<b>Massing</b> -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 65' tall. 771.5 lineal feet view corridor proposed.  <b>Parking</b> -- 381 at grade Parking spaces will be provided with shared Parking agreement (402 Parking spaces are required).	<b>Proprietary</b> -- The lessee initialed a revised Term Sheet on July 9, 2015. On January 13, 2016, SCHC endorsed DBH's recommendation to grant lessee an option to extend the lease term for 39 years. The Grant of Option was approved by the BOS in October 2016. Amended and restated lease was executed on August 24, 2017. Construction began on September 11, 2017. Project completion is expected in Fall 2019.  <b>Regulatory</b> -- February 9, 2016, the BOS approved the project, which was appealed to the CCC. CCC denied the appeal on June 9, 2016.  <b>Regulatory Matter:</b> Shared Parking Agreement. No Variance proposed

**Marina del Rey Redevelopment Projects Report  
As of February 06, 2019**

<b>Parcel No. Project Name</b>	<b>Representative</b>	<b>Redevelopment Proposed</b>	<b>Massing and Parking</b>	<b>Status</b>
<b>55/56/W</b> -- Fisherman's Village/Gold Coast	Michael Pashaie/ David Taban	<ul style="list-style-type: none"> <li>* 132-room hotel</li> <li>* 65,700 square foot restaurant/retail space</li> <li>* 30-slip new marina</li> <li>* 28 foot-wide waterfront promenade</li> </ul>	<p><b>Massing</b> -- 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.</p> <p><b>Parking</b> -- On-site Parking includes all project required Parking, Parking for Parcel 61 lessee (Whiskey Reds).</p>	<p><b>Proprietary</b> The lessee provided the SCHC with project updates at the March and May 2015 meetings.</p> <p><b>Regulatory</b> -- A plan was last submitted to the Department of Regional Planning in July of 2008. No recent activity has occurred.</p> <p><b>Regulatory Matter:</b> Shared Parking Agreement. Variance for reduced setbacks (side and waterfront).</p>
<b>113</b> -- Mariner's Village	Michael Sondermann	<ul style="list-style-type: none"> <li>* Complete leasehold refurbishment of 981 apartments</li> <li>* Retail space increase from 2,070 s.f. to 9,000 s.f.</li> <li>* New 92-slip anchorage will be constructed</li> <li>* New 28 foot-wide pedestrian promenade and public amenities</li> </ul>	<p><b>Massing</b> -- Existing buildings to remain.</p> <p><b>Parking</b> -- Existing parking to remain.</p>	<p><b>Proprietary</b> -- Item opened on 9/23/2013. On October 30, 2018, the Los Angeles County Board of Supervisors approved an option for an amended at restated lease. The revised project will include 20% affordable and senior units.</p> <p><b>Regulatory</b> --</p>
<b>15</b> -- AMLI Residential	Jason Armison	<ul style="list-style-type: none"> <li>* Demolish existing facilities and build 585 apartments</li> <li>* New 8,000 s.f. commercial space</li> <li>* New 241 boat slip marina</li> <li>* New 1,271-Parking space garage</li> </ul>	<p><b>Massing</b> -- Six buildings up to 5 stories and 70' high</p> <p><b>Parking</b> -- All Parking to be provided on site within new 1,271-space Parking garage</p>	<p><b>Proprietary</b> -- The lease was executed on 1/30/14. Construction commenced on July 1, 2014, and anticipated completion date is October 2018.</p> <p><b>Regulatory</b> -- June 30, 2014, demolition of the site commenced. October 2016 --Construction of project is underway. Project completion is expected in Fall 2019.</p>

**Marina del Rey Redevelopment Projects Report  
As of February 06, 2019**

<b>Parcel No. Project Name</b>	<b>Representative</b>	<b>Redevelopment Proposed</b>	<b>Massing and Parking</b>	<b>Status</b>
<b>28</b> -- Wayfarer	Tim O'Brien	<ul style="list-style-type: none"> <li>* Complete leasehold refurbishment of 379 apartments</li> <li>* New bicycle depot for public use</li> <li>* Improvements to existing promenade and dock gates and public amenities</li> <li>* Replacement of existing docks within 6 months of completed of landside renovation</li> </ul>	<p><b>Massing</b> -- Seven buildings up to 3 stories high</p> <p><b>Parking</b> -- Existing subterranean Parking structure contains 947 Parking spaces.</p>	<p><b>Proprietary</b> -- The MND for the project was adopted by the BOS at the March 24, 2015 meeting. Board also approved a future assignment to Legacy. Option was exercised and lease executed on 9/25/15. Project is under construction and anticipated completion date for the landside portion of the project is August 2018. In July 2017, the CCC granted permission to begin the dock reconstruction project.</p> <p><b>Regulatory</b> -- On July 15, 2015, the DCB approved the final design of the project. Construction commenced in December 2015.</p>

**DESIGN CONTROL BOARD MINUTES**  
**September 19, 2018**

**Members Present:** Helena Jubany FAIA, Chair (First District); Jerome Stanley, Vice Chair (Second District); Steven Cho, Member (Fourth District); Tony Wong, P.E, Member (Fifth District)

**Members Absent:** None

**Department Staff Present:** Michael Tripp, Division Chief; Troy Evangelho, Planner; Kandyce Newton, Secretary

**County Staff Present:** Christina Angeles, County Counsel; Kevin Finkel, Department of Regional Planning

**Guests Testifying:** David Fernandez, Menemsha Architecture; Theresa Tiwari, Killer Shrimp

**1. Call to Order and Pledge of Allegiance**

Chair Jubany called the meeting to order at 1:30 p.m.

Mr. Wong led the Pledge of Allegiance.

**2. Approval of the July 18, 2018 Minutes**

**Moved by Mr. Wong, seconded by Mr. Cho, the July 18, 2018 minutes were approved.**

**Ayes: 4 – Chair Jubany, Vice Chair Stanley, Mr. Cho and Mr. Wong**

**3. Public Comment**

None

**4. Consent Agenda**

None

**5. Old Business**

A. Parcel 50 – Caruso Affiliated / Shake Shack – DCB #08-015 - Consideration of building modifications and new signage

Troy Evangelho presented the staff report.

Vice Chair Stanley asked if there were any other neon signs in the shopping center.

Mr. Evangelho replied that he could not recall any other neon signs in the shopping center and clarified that only the hamburger logos would be neon. The rest of the sign would include face lit and back lit channel letters.

Chair Jubany asked if the brick façade would be painted.

Mr. Evangelho replied yes, the brick facade would be painted grey.

David J. Fernandez, Senior Project Manager with Menemsha Architecture, introduced himself and thanked the Board for their previous comments which were taken into consideration during the project's redesign. Mr. Fernandez described aspects of the project that were modified, such as the change of the rear and side building façades from metal to a stucco finish, in order to better fit in with the shopping center design, and the integration of the mechanical room as a feature that would blend in with the façade.

**Public Comment**

None

**Board Comment**

None

**Moved by Mr. Wong, seconded by Mr. Cho, this item was approved as resubmitted.**

**Ayes: 4 – Chair Jubany, Vice Chair Stanley, Mr. Cho and Mr. Wong**

**Nays: 0**

**6. New Business**

A. Parcel 30 – Legado Marina, LLC / Killer Shrimp – DCB #18-016 – Consideration of new awnings

Troy Evangelho presented the staff report.

Theresa Tiwari, Killer Shrimp's representative, introduced herself, thanked the Board for their consideration of the project, and stated that the awning replacements would take about five days to complete from start to finish.

**Public Comment**

None

**Board Comment**

Vice Chair Stanley asked the applicant why the color black was chosen for the new awnings.

Ms. Tiwari replied that red and black are the company colors, are incorporated throughout the restaurant, and are encompassed in the company's logo and signage on the outside of the restaurant; therefore, black awnings were chosen to keep within the company's current theme.

Vice Chair Stanley stated that black was such a dark color for such a bright location and asked if the black and red potentially created any issues in terms of visibility.

Ms. Tiwari responded that the color black is consistent with the company's theme and that the color red pops well against the black making it pretty visible.

**Moved by Mr. Wong, seconded by Mr. Cho, this item was approved as submitted.**

**Ayes: 4 – Chair Jubany, Vice Chair Stanley, Mr. Cho and Mr. Wong**  
**Nays: 0**

#### B. Design Control Board Process Overview - Presentation

Troy Evangelho delivered the presentation.

Mr. Wong asked for clarification regarding the Design Control Board's purview of a project that has been denied by the Design Control Board, and subsequently approved by Regional Planning.

Mr. Evangelho replied that a project could come before the Design Control Board and be denied by this Board with a recommendation to Regional Planning to also not approve the project. If the project is reviewed and then approved by Regional Planning, it would return to the Design Control Board a second time for review of the final design concept. The project's scope, however, would not be subject to review by the Design Control Board.

#### 7. **Staff Reports**

All reports were received and filed.

Chair Jubany proposed that future meetings begin at 12:30 p.m.

Staff stated that they would consider that option and report back to the Board.

#### **Public Comment**

None

#### 8. **Adjournment**

**Vice Chair Jubany adjourned the meeting at 2:03 p.m.**

Respectfully Submitted,

Kandyce Newton  
Secretary for the Design Control Board

Marina del Rey Slip Vacancy Report

Dec-18	17-25			26-30			31-35			36-40			41-45			46-50			51+			TOTAL VACANT	TOTAL AVAILABLE	%VAC	TTL OFF-LINE	TTL including OFF-LINE
Marina	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC					
P1																				5	0.0%		5	0.0%		4546
P7		8	0.0%	5	80	6.3%		44	0.0%	1	42	2.4%	1	12	8.3%		7	0.0%		21	0.0%	7	214	3.3%		
P8	1	15	6.7%		48	0.0%	4	82	4.9%	4	38	10.5%		16	0.0%		7	0.0%		1	0.0%	9	207	4.3%		
P10																									180	
P12							7	30	23.3%	7	53	13.2%	7	58	12.1%	8	44	18.2%	3	31	9.7%	32	216	14.8%		
P13					3	0.0%		33	0.0%	2	70	2.9%	2	36	5.6%		36	0.0%		8	0.0%	4	186	2.2%		
P15	11	14	78.6%	40	40	100.0%	47	49	95.9%	5	6	83.3%										103	109	94.5%	114	
P18	8	198	4.0%	3	68	4.4%		41	0.0%		39	0.0%		26	0.0%		18	0.0%		34	0.0%	11	424	2.6%		
P20	1	42	2.4%		59	0.0%		21	0.0%		9	0.0%		8	0.0%							1	139	0.7%		
P21	30	121	24.8%	1	51	2.0%					10	0.0%										31	182	17.0%		
P28		2	0.0%	9	102	8.8%		7	0.0%	2	29	6.9%		1	0.0%					1	0.0%	11	142	7.7%	213	
P30		8	0.0%	5	70	7.1%	3	51	5.9%		33	0.0%		26	0.0%		52	0.0%	1	55	1.8%	9	295	3.1%		
P41	4	90	4.4%		24	0.0%	1	34	2.9%													5	148	3.4%		
P43	2	29	6.9%	6	76	7.9%	3	87	3.4%	3	33	9.1%		32	0.0%	4	32	12.5%		18	0.0%	18	307	5.9%	5	
P44																									232	
A47	2	96	2.1%		77	0.0%		28	0.0%	1	28	3.6%		9	0.0%		1	0.0%		3	0.0%	3	242	1.2%		
P53	10	23	43.5%	10	28	35.7%	11	35	31.4%	4	20	20.0%										35	106	33.0%		
P54					2	0.0%				1	25	4.0%		6	0.0%		7	0.0%	1	14	7.1%	2	54	3.7%		
P111	1	20	5.0%		27	0.0%		2	0.0%		15	0.0%					8	0.0%	3	39	7.7%	4	111	3.6%		
P112	4	100	4.0%					11	0.0%	1	24	4.2%							1	40	2.5%	6	175	3.4%		
P125I	1	24	4.2%	7	49	14.3%	5	93	5.4%	5	50	10.0%	1	27	3.7%	1	17	5.9%	4	18	22.2%	24	278	8.6%		
P132		29	0.0%		3	0.0%	2	68	2.9%	5	58	8.6%	8	45	17.8%	2	39	5.1%		20	0.0%	17	262	6.5%		
Total	75	819	9.2%	86	807	10.7%	83	716	11.6%	41	582	7.0%	19	302	6.3%	15	268	5.6%	13	308	4.2%	332	3802	8.7%	744	4546

**Summation**

Vacancy in 17'-25' 9.2%

Vacancy in 26'-30' 10.7%

Vacancy in 31'-35' 11.6%

Vacancy in 36'-40' 7.0%

Vacancy in 41'-45' 6.3%

Vacancy in 46' to 50' 5.6%

Vacancy in 51' and over 4.2%

**Overall Vacancy 8.7%**

**Vacancy w/o DOUBLES, OUT OF SERVICE slips 8.1%**

**Note:**

Parcel 10 dock reconstruction commencement August 2016. Estimated completion date: September 2019

Parcel 15 dock reconstruction commencement September 2014. Phase I completed November 2018. Phase II estimated completion date: June 2019.

Parcel 28 dock reconstruction commencement September 2017. Estimated completion date: June 2019

Parcel 43 dock reconstruction commencement September 2016. Estimated completion date of final stage: January 2020

Parcel 44 dock reconstruction commencement December 2017. Estimated completion date: April 2019



Dec-18

25' & Less					
Number of Slips	256	819	3802	22%	16%

26'-30'					
Number of Slips	223	807	3802	21%	19%

30'-35'					
Number of Slips	313	1362	3802	36%	18%





# DOW RGC 10 WELL INCIDENT UPDATE

**Date: 2/4/19 Time: 6:00 P.M.**



@LACoFDPIO  
@CalConservation  
@LAPublicHealth  
@readylacounty

**Incident Information Line:** (323) 379-3841

**Incident Website:** <https://www.conservation.ca.gov/dog>

INCIDENT FACTS			
Incident Start Date: January 11, 2019		Incident Start Time: 4:05 p.m.	
Incident Type: Gas Release		Cause: Well Re-abandonment	
Incident Location: 4360 Via Marina, Marina Del Rey, CA 90292			
Unified Command Agencies: California Department of Conservation – Division of Oil, Gas, and Geothermal Resources (DOGGR), County of Los Angeles Fire Department, County of Los Angeles Department of Public Health, and County of Los Angeles Department of Beaches and Harbors.			
Fatalities: 0		Injuries: 0	Missing: 0
Single Family Residences Destroyed: 0		Single Family Residences Damaged: 0	Single Family Residences Threatened: 0
Commercial Properties Destroyed: 0		Commercial Properties Damaged: 0	Commercial Properties Threatened: 0
SITUATION			
Current Situation:	Well abandonment operations continue. Ongoing work to repair the well may cause noise and vibrations in the immediate vicinity of the well during the day on Tuesday, February 5.  Los Angeles County Department of Public Health, Los Angeles County Fire Department-Health Hazardous Materials, and the California Division of Oil, Gas, and Geothermal Resources continue to monitor the situation.  If you smell gas in this vicinity, please leave the area and dial 9-1-1.		
Evacuation Orders:	None		
Evacuation Centers:	None		
Road Closures:	None		
Cooperating Agencies:	Los Angeles County Sheriff’s Department, Los Angeles City Fire Department, Los Angeles County OEM, and Cal OES.		
RESOURCES			
Engines: 0	Heavy Equipment: 0	Health Haz-Mat: 0	Total Personnel: 3